

**PROFESSIONAL SERVICES AGREEMENT
FOR
PLANNING 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 ECONorthwest, an Oregon 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 planning and economic redevelopment services; 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 following services:

Contractor 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 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 March 31, 2014 ("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.

4.1 Total Compensation. In consideration of the Contractor performing the Services, the City agrees to pay the Contractor an amount not to exceed one hundred and five thousand and 00/100 Dollars (\$105,000.00) calculated as follows:

(i) Contractor's Fee. calculated on the basis of the hourly labor charge rate schedule for Contractor's personnel attached hereto as Exhibit "B."

(ii) Reimbursable Expenses. The actual customary and incidental expenses incurred by Contractor in performing the Services including travel, printing, copying and other reasonable costs; provided, however, that such costs shall be deemed reasonable in the City's sole discretion and shall not exceed five thousand and 00/100 Dollars (\$5,000.00).

4.2 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, 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.

4.3 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. Warranty.

The Contractor warrants 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 shall be 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. Indemnification.

8.1 Contractor Indemnification. The Contractor agrees to indemnify, defend and hold the City, its elected officials, officers, employees, agents, and volunteers harmless from any and

all claims, demands, losses, actions and liabilities (including costs and all attorney fees) to or by any and all persons or entities, including, without limitation, their respective agents, licensees, or representatives, arising from, resulting from, or connected with this Agreement to the extent caused by the negligent acts, errors or omissions of the Contractor, its partners, shareholders, agents, employees, or by the Contractor's breach of this Agreement. Contractor waives any immunity that may be granted to it under the Washington State Industrial Insurance Act, Title 51 RCW. Further, Contractor's indemnification shall not be limited in any way by any limitation on the amount of damages, compensation or benefits payable to or by any third party under workers' compensation acts, disability benefit acts or any other benefits acts or programs, and the indemnification and agreement to defend and hold harmless contained herein expressly includes any and all claims by employees, subcontractors, and assignees of Contractor or for which Contractor would otherwise have immunity under the Worker's Compensation Act or any similar law in the absence of Contractor's waiver of such immunity herein. By executing the Contract, the Contractor acknowledges that the foregoing waiver has been mutually negotiated by the parties.

8.2 City Indemnification. The City agrees to indemnify, defend and hold the Contractor, its officers, directors, shareholders, partners, employees, and agents harmless from any and all claims, demands, losses, actions and liabilities (including costs and attorney fees) to or by any and all persons or entities, including without limitation, their respective agents, licensees, or representatives, arising from, resulting from or connected with this Agreement to the extent solely caused by the negligent acts, errors, or omissions of the City, its employees or agents.

8.3 Survival. The provisions of this Section shall survive the expiration or termination of this Agreement with respect to any event occurring prior to such expiration or termination.

9. 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 discrimination by Contractor or by Contractor's employees, agents, subcontractors or representatives against any person because of sex, age (except minimum age and retirement provisions), race, color, creed, national origin, marital status, veteran status, sexual orientation 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 C. If the contract amount is \$50,000 or more, the Contractor shall execute the attached Equal Benefits Declaration - Exhibit D.

10. Confidentiality.

All information regarding the City obtained by Contractor in performance of this Agreement shall be considered confidential. Breach of confidentiality by Contractor will be grounds for immediate termination.

11. Insurance.

The Contractor shall carry, as a minimum, the following insurance in such forms and with a carrier rated A.M. Best "A:VII":

11.1 Workers' Compensation. Workers' compensation and employer's liability insurance in amounts sufficient pursuant to the laws of the State of Washington;

11.2 Commercial General Liability Insurance. Commercial general liability insurance with limits of liability not less than \$1,000,000 per occurrence, and \$2,000,000 in the general aggregate, for bodily injury, including personal injury or death, products liability and property damage. The commercial general liability insurance shall also include the following coverages:

- A. Products and Completed Operations Liability;
- B. Automobile Liability, including coverage for owned, non-owned, leased, or hired vehicles;
- C. Stop Gap or Employers Contingent Liability.

11.3 Automobile Liability Insurance. Automobile liability insurance with a combined single limit of liability not less than \$1,000,000 for bodily injury (including personal injury or death) and property damage.

11.4 Professional Liability Insurance. Professional liability insurance with limits of liability not less than \$1,000,000 per claim and \$1,000,000 policy aggregate limits, for damages sustained by reason of or in the course of operation under this Agreement, whether occurring by reason of acts, errors or omissions of the Contractor.

11.5 Certificates of Insurance. The City shall be named as additional insured on all such insurance policies, with the exception of professional liability and workers' compensation coverage(s). The insurance provided to the additional insured shall be primary. Contractor shall provide certificates of insurance and an Additional Insured endorsement, concurrent with the

execution of this Agreement, evidencing such coverage and, at City's request, furnish the City with copies of all insurance policies and with evidence of payment of premiums or fees of such policies. All insurance policies shall contain a clause of endorsement providing that they may not be terminated or materially amended during the Term of this Agreement, except after forty-five (45) days prior written notice to the City. If Contractor's insurance policies are "claims made" or "claims paid", Contractor shall be required to maintain tail coverage for a minimum period of three (3) years from the date this Agreement is actually terminated. Contractor's failure to maintain such insurance policies shall be grounds for the City's immediate termination of this Agreement.

11.6. Insurance Limits. The insurance limits stated above are not intended to be an indication of exposure nor are they limitations on indemnification.

11.7 Expiration/Termination of Insurance. The provisions of this Section shall survive the expiration or termination of this Agreement with respect to any event occurring prior to such expiration or termination.

12. Work Product.

All originals and copies of work product, including plans, sketches, layouts, designs, design specifications, records, files, computer disks, magnetic media or material which may be produced or modified by Contractor while performing the Services shall belong to the City. At the termination or cancellation of this Agreement, all originals and copies of any such work product remaining in the possession of Contractor shall be delivered to the City.

13. 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.

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.

14. 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.

15. 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.

16. General Provisions.

16.1 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.

16.2 Modification. No provision of this Agreement, including this provision, may be amended or modified except by written agreement signed by the Parties.

16.3 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.

16.4 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.

A. 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.

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

C. 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.

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

16.5 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.

16.6 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. The venue for any dispute related to this Agreement shall be Thurston County, Washington.

16.7 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.

16.8 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.

16.9 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.

16.10 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.

16.11 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.

16.12 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.

16.13 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.

16.14 Counterparts. This Agreement may be executed in any number of counterparts, which counterparts shall collectively constitute the entire Agreement.

16.15 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.

16.16 Venue. All lawsuits or other legal actions whatsoever with regard to this agreement shall be brought in Thurston County, Washington, Superior Court.

DATED the day and year set forth above.

CITY OF OLYMPIA

By: _____
Keith Stahley, Director
Community Planning and Development Department
P.O. Box 1967
Olympia WA 98507-1967
Date: _____

APPROVED AS TO FORM:



Deputy City Attorney

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

ECONorthwest

By: _____
(Signature)

(Printed Name)

Its: _____
(Title)

(Address)

(Phone)

Date of signature: _____

Exhibit A

Olympia Community Renewal Area Scope of Work ECONorthwest

March 29, 2013

Approach:

This project has two separate but connected processes. **Component A** is an evaluation of redevelopment opportunity areas, which will result in an action plan for revitalizing selected areas of the City outside of Downtown. It will require about 10 - 15% of overall City effort, and be completed fairly quickly. **Component B** is a detailed Community Renewal Plan for Downtown, and will require more detailed market analysis and action / implementation planning. The schedule for the two components overlaps; to the extent possible, meetings and analyses will address both components to create efficiencies, though the end products will be two separate deliverables. More details follow.

Component A: Redevelopment Opportunities and Implementation Options

Expected outcomes:

- Identify redevelopment opportunities and implementation options for areas of the City of Olympia; areas will be designated by the Advisory committee based on ECO team's market analysis, staff and Advisory committee knowledge, and other research of the areas identified in the RFQ process, but will not include Downtown Olympia. Downtown Olympia is captured in Component B, as described below.
- Identify what land is to be acquired, buildings demolished or redeveloped and what improvements are to be carried out to revitalize each area.
- Analyze market conditions and realities, as well as public tool kit, to help determine project feasibility and priority.
- Create an action plan with suggested next steps for project implementation.

Tasks:

A1. Outreach to stakeholders.

Interview property owners and developers and draw on staff expertise to more fully understand opportunities and constraints in each area. This may be conducted as a roundtable discussion.

A2. Analysis of redevelopment readiness of each site

Evaluate market variables, barriers to redevelopment, tools available to encourage redevelopment, and property owner readiness to determine which areas are most ready to redevelop.

Meet with advisory committee to present and discuss results.

A3. Report and recommendations

Early in the process of completing Component A, the ECO team will meet with the Advisory Committee to collectively determine which areas of the City will

be evaluated.

The consultant will prepare a report that identifies potential redevelopment tools that may apply to these sites, provides a preliminary evaluation of the redevelopment potential of these sites and provides a system for prioritizing redevelopment opportunities in these areas and the use of City resources to further redevelopment of these sites over the next five to ten years. Report should document specific actions to be taken in each area to encourage redevelopment, as well as suggesting a timeline for those actions. In some cases, Community Renewal Area formation may be recommended. In other areas, it may make sense to take very limited or no action in the short-term.

Component B: Community Renewal Area for Downtown

Expected outcomes:

- Develop an analysis of the benefits and constraints of creating a Community Renewal Area or Areas in Downtown Olympia.
- Support outreach and education efforts around the creation of the Community Renewal Area.
- Create a Community Renewal Plan for Downtown Olympia as required by RCW 35.81.010(18) for Council's consideration.
- Identify what land is to be acquired, buildings demolished or redeveloped and what improvements are to be carried out to revitalize Downtown.
- Analyze market conditions and realities to help to determine project feasibility and priority.
- Identify what changes in existing land use regulations are necessary to implement the Community Renewal Plan.
- Create an action plan with clear next steps for project implementation.
- Finalize the contract for the \$25,000 in CERB Grant funding.
- Provide an ample opportunity for public engagement while sustaining a sense of urgency and an action orientation.

Tasks:

B1. Outreach to stakeholders

This plan would rely heavily on input from key stakeholders and the general public. The Consultant recommends that the City host a public open-house early in the process to help clarify goals and expectations, and educate the public on what CRAs are and how they work. City will host a second public open house to solicit input from the broader community on project priorities for the Downtown area. Key personnel from the Consultant Team would assist the City in establishing a Community Advisory Committee (CAC) comprised of local property owners, residents and representatives of affected businesses. The Consultant Team would facilitate CAC meetings, soliciting input on appropriate boundaries for a CRA, prioritizing projects and programs to alleviate blight within the CRA, and other issues required to be addressed in the CRA plan.

The Consultant Team will coordinate with affected property owners to understand their plans and objectives and will consider them when preparing project specific redevelopment plans.

B2. Planning and analysis

A. CRA feasibility. The Consultant will analyze the benefits and constraints of creating a CRA in Downtown Olympia and any other redevelopment areas where this tool may be appropriate. This task would result in a concise report that describes how the CRA program works, what types of projects it may help secure funding for, and what are the program's limitations. This report would be targeted at both public officials and the general public, and would be written in a concise and direct fashion, without using technical jargon.

B. Evaluation of Blight. The ECO Team would analyze socio-demographic trends in the Area, including unemployment, and household income, as well as real estate trends such as improvement-to-land-value ratios (I:L), vacancy rates, floor-to-area (FAR) ratios and visual surveys. Using these data, the Consultant would help the City determine to what extent Downtown Olympia suffers from blight, and which areas of Downtown are most crucial to include in the proposed CRA. After determining blight and identifying boundaries for the proposed CRA, the Consultant Team would work with City staff and the Community Advisory Committee to identify specific actions that the City could take to alleviate blight in the CRA and spur private redevelopment and investment in the Area.

C. Project identification and evaluation.

Specific projects could include property to be acquired, buildings to demolish/redevelop, public improvements to spur private investment, and other programs for the purpose of creating or retaining jobs in the Area. For key properties that are identified as potential sites for new development, the Consultant Team would provide visualizations of possible development capacity and building form to show what future redevelopment on the identified sites could look like. These visualizations, based on preliminary land use code and regulations review, and preliminary project pro formas, will help communicate to the community the power of a Community Renewal Area to transform Downtown Olympia into a more vibrant, urban community. The total number and specific sites for visualizations will be determined in consultation with the Advisory Committee and Mithun, the ECO team's architectural subconsultant. Level of detail in the visualizations and total number of sites evaluated will be limited by the amount of budget available.

To ensure that projects identified in the Plan can be implemented, the Consultant Team would work with market data and City staff to provide preliminary project pro formas to illustrate economic viability of the conceptual projects in the Plan, and forecast future tax revenues that could be

generated through redevelopment of the Area. Realizing that many projects would not pencil out through private resources alone, the Consultant would examine a broad range of financing tools that could help spur new development in Downtown Olympia, including State and Federal grants, Local Improvement Districts, Section 108 loans, EB5 foreign investments, sole-source Impact Fees, and various tax credits and abatements.

The Consultant Team will review local land-use codes and other regulations to ensure they can enable the proposed redevelopment called for in the CRA Plan. Where appropriate, the Consultant would recommend changes to local land-use regulations to better facilitate the desired redevelopment. During this analysis, the Consultant will work with staff to confirm consistency with other City planning efforts, such as the updates of the City’s Comprehensive Plan and Shoreline Master Program.

B3. Report and recommendations

The Consultant Team will draft and present a CRA Plan to City Council that has broad-based support from the community, and achieves the City’s vision for a more vibrant Downtown and provides a clear path forward for the next five years while meeting the requirements of the Revised Code of Washington as provided in 35.81.15.

Tasks and Budget Overview:

Task	Budget
<i>Component A: Redevelopment Opportunities and Implementation Options.</i>	<i>\$20,000</i>
1. Outreach to stakeholders	\$5,000
2. Analysis	\$15,000
3. Report and recommendations	\$5,000
<i>Component B: Downtown CRA</i>	<i>\$85,000</i>
4. Outreach	20,000
5. Planning and Analysis	55,000
6. Plan and Recommendations	10,000
Project Complete	<i>\$105,000*</i>

*Includes \$25,000 in CERB Grant funding.

Exhibit B

DATE: April 2, 2013
TO: Keith Stahley, City of Olympia
FROM: Lorelei Juntunen
SUBJECT: SCHEDULE OF BILLING RATES

ECO Project #: 20765

ECONorthwest

Abe Farkas - \$210
Lorelei Juntunen - \$130
Emily Picha - \$100
Research Analyst - \$85

Berk

Michael Hodgins \$250
Morgan Shook - \$140
Associate - \$115
Project Associate - \$70

Mithun

Staff level 1 - \$250
Staff level 2 - \$200
Staff level 3 - \$175 (Erin Christensen)
Staff level 4 - \$165
Staff level 5 - \$145
Staff level 6 - \$135
Staff level 7 - \$115
Staff level 8 - \$105
Staff level 9 - \$95
Staff level 10 - \$80

Exhibit C
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 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 discriminate against an employee or client on the grounds of race, creed, color, national origin, age, sex, marital status, veteran status, sexual orientation, 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
(Print Agency Name)
non-discrimination ordinance and contract provision by **two or more of the following actions:**

Text of non-discrimination contract provision is posted on printed material with broad distribution (newsletters, brochures, etc.).

▪ What type, and how often? _____

Text of non-discrimination contract provision is posted on each application for service.

Text of non-discrimination contract provision is posted on the agency's web page.

Text of non-discrimination contract provision is included in human resource materials provided to job applicants and new employees.

Text of non-discrimination contract provision is 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 hired, on the grounds of race, creed, color, national origin, age, sex, marital status, veteran status, sexual orientation, or the presence of any disability.

(Sole Proprietor Signature)

(Date)

EXHIBIT D

EQUAL BENEFITS COMPLIANCE DECLARATION

Contractors on City contracts estimated to cost \$50,000 or more are required to comply with Olympia’s Equal Benefits Ordinance, and must complete both pages of this Equal Benefits Compliance Declaration. Please note: No City contract can be executed until the contractor has completed this Declaration and submitted it to: [CITY DEPARTMENT, ADDRESS]

SECTION 1: Contractor Information

Name of Contractor: _____ Contact Person: _____
Phone Number: _____ Fax: _____ Email: _____
Approximate Number of Employees in Affected Offices: _____ Project #: _____

SECTION 2: Compliance with Equal Benefits Ordinance

1. Does the contractor have any employees? YES NO

If the answer to Question 1 is “NO”, the contractor qualifies for Option C on Page 2 of this Declaration.

If the answer to Question 1 is “YES”, continue to Question 2.

2. a. Does the contractor provide, or offer access to, health insurance benefits to employees, or to the spouses of employees who will work at the project location or at an office where work related to the City contract is being performed?*

YES NO

b. Does the contractor provide, or offer access to, health insurance benefits to employees, or to the domestic partners of employees who will work at the project location or at an office where work related to the City contract is being performed?*

YES NO

* (Please Note: for 2(a) and (b), the answer must be “YES” even if the employees must pay for some or all of the cost of spousal or domestic partner benefits.)

If the answers to both Questions 2(a) and 2(b) are “NO”, the contractor qualifies for Option B on Page 2 of this Declaration.

If the answer to either Question 2(a) or 2(b) is “YES”, continue to Question 3.

3. **BENEFITS PROVIDED**

If the contractor provides employee health insurance benefits who will work at the project location or at an office where work related to the City contract is being performed, please indicate so on the list below. If the contractor provides equal benefits, for each “Yes” marked in one column, there should be a corresponding “Yes” marked in the other column.

EMPLOYEE BENEFIT	FOR SPOUSES		FOR DOMESTIC PARTNERS	
Health Care	<input type="checkbox"/> YES	<input type="checkbox"/> NO	<input type="checkbox"/> YES	<input type="checkbox"/> NO
Dental Care	<input type="checkbox"/> YES	<input type="checkbox"/> NO	<input type="checkbox"/> YES	<input type="checkbox"/> NO
Vision Care	<input type="checkbox"/> YES	<input type="checkbox"/> NO	<input type="checkbox"/> YES	<input type="checkbox"/> NO

If the answers to Question 3 indicate that the contractor provides equal benefits to affected employees, the contractor will be in compliance with the Equal Benefits Ordinance and qualifies for Option A on Page 2 of this Declaration.

If the answers to Questions 3 for any listed benefits are “YES” in the spouse column and “NO” in the domestic partner column, continue to Question 4.

4. Does the Contractor provide a cash equivalent of insurance benefits to the domestic partners of affected employees?

YES NO

If the answer to Question 4 is “YES,” the Contractor qualifies under Option D on Page 2 of this Declaration.

If in response to Question 3 for any listed benefit both a “YES” and a “NO” answer have been given, and in response to Question 4 the contractor DOES NOT provide a cash equivalent, the contractor is not in compliance with the Equal Benefits Ordinance.

EXHIBIT D

THE CITY OF OLYMPIA

CITY CONTRACTS – NON-DISCRIMINATION IN BENEFITS (Equal Benefits Ordinance)

Please Note: No City contract can be executed until the contractor has completed both pages of this Declaration and submitted it to the City (address on Page 1)

EQUAL BENEFITS COMPLIANCE DECLARATION

I, _____ (Name)

on behalf of _____ (Contractor Name)

declare that said Contractor complies with the Equal Benefits Ordinance by:

(Choose ONE of the following)

Option A

Offering equal benefits, as defined by the Equal Benefits Ordinance, to affected employees with spouses and affected employees with domestic partners.

Option B

Offering benefits neither to the spouses nor to the domestic partners of affected employees.

Option C

Having no employees.

Option D

Offering a cash equivalent.

I declare under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct, and that I am authorized to bind this entity contractually.

Executed this _____ day of _____, 20____, at _____ (City)

_____ (State)

Signature

Name (please print)

Title

Contractor Tax Identification Number

EXHIBIT D

EQUAL BENEFITS COMPLIANCE DECLARATION

A contract awarding authority may waive requirements under the following conditions by completing this form and attaching to the appropriate Compliance Declaration. Documentation should be attached to this form.

The contract awarding authority waives equal benefits requirements because:

- Award of a contract or amendment is necessary to respond to an emergency.
- The contractor is a sole source.
- No compliant contractors are capable of providing goods or services that respond to the City's requirements.
- The contractor is a public entity.
- The requirements are inconsistent with a grant, subvention or agreement with a public agency.
- The City is purchasing through a cooperative or joint purchasing agreement.

Department

Contract Awarding Authority (Signature)

Contract Awarding Authority (Print)

Date