

AMENDMENT NO. 1
PROFESSIONAL SERVICES AGREEMENT WITH
CATHOLIC COMMUNITY SERVICES OF WESTERN WASHINGTON FOR
OLYMPIA FRANKLIN STREET MITIGATION SITE CAMP HOST

THIS AMENDMENT is effective as of the date of the last authorizing signature affixed hereto by and between the **CITY OF OLYMPIA**, a Washington municipal corporation (the “City”), and **CATHOLIC COMMUNITY SERVICES OF WESTERN WASHINGTON**, a Washington public benefit corporation (the “Service Provider”).

RECITALS

1. On April 1, 2020 the City and the Service Provider entered into a Professional Services Agreement (“Agreement”).
2. The term of the Agreement was to run until April 1, 2021, with compensation not to exceed Five Hundred Forty-Seven Thousand Thirty and 00/100 Dollars (\$547,030.00).
3. The Agreement also provided that its terms could be “extended for additional periods of time upon the mutual written agreement” of the City and the Service Provider, and that modification of its terms need to be in writing and signed by both parties.
4. The City and Service Provider desire to amend the Agreement to expand services, extend the term, and increase compensation.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. Section 1 of the Agreement, SERVICES, is hereby amended as follows:

Service Provider shall provide the services more specially described in Exhibit “A-Amendment 1”, attached hereto and incorporated by this reference (“Services”), in a manner consistence with the accepted best practices of other similar services.

2. Section 2 of the Agreement, TERM, is hereby amended to read as follows:

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 through December 31, 2022~~ (“Term”). This Agreement may be extended for additional periods of time upon the mutual written agreement of the City and the Service Provider.

3. Section 4.A of the Agreement, TOTAL COMPENSATION, is hereby amended to read as follows:

In consideration of the Service Provider performing the Services, the City agrees to pay the Service Provider an amount not to exceed ~~\$547,030~~ One Million Seven Hundred Six Thousand Three Hundred Sixty and No/100 Dollars (\$1,706,360) as outlined in Exhibit “B-Amendment 1”. Compensation includes the original amount of \$547,030, an additional \$43,045 for increased services December 1, 2020 through March 31, 2021; \$478,408 for services between April 1, 2021 and December 31, 2021; and \$637,877 for services in 2022.

2. All remaining provisions of the Professional Services Agreement dated April 1, 2020, and not here amended or supplemented shall remain as written in said Agreement and shall continue in full force and effect.

IN WITNESS WHEREOF, the City and the Contractor have executed this **Amendment No. 1** of the Agreement as of the date and year written above.

CITY OF OLYMPIA

By: _____
Steven J. Burney, City Manager
jburney@ci.olympia.wa.us

Date of Signature: _____

**CATHOLIC COMMUNITY SERVICES OF
WESTERN WASHINGTON**

By: Dennis Hunthausen
Dennis Hunthausen, Agency Director
dennyh@ccsww.org

Date of Signature: 03/19/2021

APPROVED AS TO FORM:


Annaliese Harsen, Deputy City Attorney

EXHIBIT “A-Amendment 1”
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 Service 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. Ensure all program participants complete and sign a document acknowledging their acceptance of the Site Rules and the consequences for rules violations, including removal from the site.
5. Maintain an appeals/grievance process that the City participate in, based on current practices, aimed at developing formal behavioral agreement with exited guests and providing clarity for all as to the requirements for restoration of services.
6. Service Provider reserves the right to refuse entry to any individual they feel presents an unacceptable risk to the health and safety of staff or residents of the camp.
7. Document in a log: visitors in, incidents, including violations of Site Rules or participant responsibilities, emergency calls to police or fire, or facilities calls (like service to latrines or tents).
8. Work with participants to agree to the Site Rules, which shall be reviewed and approved by the City prior to being amended.
9. Provider will notify City in writing of damage or maintenance needs.
10. Walk the site on a regular basis throughout the day to support participants and Site Rules.
11. Communicate and support shelter, outreach, and other providers to connect program participants with shelter, housing, harm reduction, or employment.
12. Maintain a list of shelter openings and alternative campsite openings on a visible sign for the benefit of participants.
13. Maintain regular communication with City staff (including Housing and Olympia Police Department).
14. Allow City staff or law enforcement or emergency response on the site at any time.
15. Identify and immediately report any concerning problem/behaviors (hoarding, garbage issues, etc.) to assigned City staff and service providers who may be supporting individuals.
16. Report any predatory or other illegal behavior to law enforcement (drug dealing, sex trafficking, other illegal activities). Service Provider staff are not expected to personally engage in attempting to stop such behavior.
17. Report any health hazard to City staff.
18. Support participants in the creation of a self-governance structure through regular meetings and staff support of other governance procedures.
19. Service 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.
20. Facilitate scheduled community meetings related to governance, safety, or to respond to neighbor concerns.
21. Respond to neighbor concerns and report communication with neighbors/complaints to City staff contact.
22. 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 not be limited to:
 - i. Name
 - ii. Entry date

- iii. Site location
 - iv. VI score
 - v. Exit date
 - vi. Type of exit
23. Coordinate installation and maintenance of security cameras, which the City will own.
 24. Manage security camera footage. The footage will not be required to be saved beyond 24 hours if no incidents have been identified by or reported to Service Provider. After that time, the footage may be overwritten. **If an incident involving illegal behavior, potential illegal behavior that requires investigation, or property damage has been identified and recorded, video footage of the incident shall be retained by Service Provider and provided to the City for retention.** Recorded incidents must be retained for 6 years after occurrence or completion of investigation, whichever is later (Reference State of Washington CORE Retention Schedule GS2010-008). After the footage is overwritten (and separately saving incidents as noted above), it is not required to be available for public disclosure requests. Service Provider will not be responsible for footage not available due to equipment failures.
 25. Ensure Service Provider staff have access to trainings that could include shelter operations, overdose prevention, harm reduction, housing search and trauma informed care. Service Provider staff shall be trained on when and how to retain video footage of incidents noted in #24.
 26. Work to enroll and provide Foundational Community Supports (FCS) services to eligible participants.
 27. Maintain a written process for new camp participants to move into the site when space is available. Make the process available to potential participants, other service providers, law enforcement and other interested parties. The process must be acceptable to the City, and the City must approve any changes.
 28. Monitor and comply with Thurston County Health guidelines related to COVID-19 and other health and safety protocol and practices.

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 Service 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 micro-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. Reimbursing Provider for security camera installation and maintenance.
11. Installing electricity for tiny triplexes and staff offices.

12. City commits to provide occasional staff support for special events including clean ups, celebrations or other scheduled or emergency events where additional staff support is needed.

Increased Services

SALARIES AND BENEFITS

Includes costs for the supervisor, program generalists and other staff needed to ensure 24-hour staffing, site maintenance, and site oversight.

WASTE REDUCTION INCENTIVE (beginning October 1, 2020)

If the Mitigation Site prior month's garbage bill is \$3,300 or less, the City will allow \$300 to be spent on a community amenity. The proposed amenity will be identified by the Governance Group, but the Service Provider will make the final decision and purchase. Examples of acceptable amenity items include picnic table, power washer, BBQ, and fencing. Other items may be considered if the amenity will benefit the community.

The Waste Reduction Incentive amenity will be purchased by the Service Provider and included in an invoice to the City for reimbursement.

SITE MAINTENANCE (beginning December 1, 2020)

The Service Provider is responsible for restroom cleaning and supplies. Any other work shall be requested of the City to ensure the work follows all public works and bidding requirements.

The City will continue to be responsible for pest control.

Notwithstanding any other provision within the Agreement and subsequent amendments and the order of precedence of this Agreement's elements, the Service Provider shall not be responsible for any deficiency or hazard identified that is not corrected by the City. , The City agrees to hold harmless and indemnify the Service Provider against any and all claims to the extent they relate to the deficiency or hazard, provided the Service Provider has taken reasonable steps to notify the City in writing of the deficiency or hazard.

SAFETY AND PPE (beginning December 1, 2020)

Includes items like Personal Protective Equipment (PPE) for staff or participants, COVID-19 and other health safety cleaning supplies, fire extinguishers, smoke detectors, wrist bands or other screening supplies, thermometers, first aid supplies and other emergency response supplies.

SHARED FACILITIES (beginning December 1, 2020)

New community resources include common community resources like tables, food storage, wheelbarrows, common area awnings, shared heaters and fuel for heaters. Any use and placement of heaters, shared cooking or other propane or electric heating appliances can only be used with the City's permission. Shared facilities investments should be prioritized for health and safety, nutrition, and transitions to housing or employment. Recreation investments should be avoided, minimized or offset mostly by donations.

EXHIBIT "B-Amendment 1"

Cost	2020-2021	2021	2022
	Increase	New Period	New Period
	Dec - Mar	Apr – Dec	Jan – Dec
Staffing Expenses	\$24,132	\$404,244	\$ 538,992
Operating Expenses	<u>15,000</u>	<u>30,672</u>	<u>40,896</u>
Subtotal	\$39,132	\$434,916	\$579,888
*10% Admin Fee	<u>3,913</u>	<u>43,492</u>	<u>57,989</u>
TOTALS	\$43,045	\$478,408	\$637,877

The total increase from the original Agreement Amount of \$547,030 over the extended term is \$1,159,330.

The transition of the budget format from breaking down staffing and operating expenses into categories with monthly and annual limits has been eliminated in Amendment 1 to allow more flexibility. Exhibit B-Amendment 1 Supplemental shows the steps from the original budget amount to the amended budget amount over the extended term.

Allowable Reimbursable Expenses

***Admin Fee** - The 10% Admin Fee shall be figured based on the amount of the monthly invoice expenses submitted, rather than an equal distribution of the maximum allowable fee over the life of the Agreement.

Staffing – staffing expenses are defined as the total wages (salary and benefits) paid to employees for work done under the Olympia Mitigation Site Agreement including case management, site management and maintenance, and security.

Operating Expenses – operating expenses eligible for reimbursement include:

- Copying and printing
- Facilities and technical support
- Maintenance materials
- Security Cameras
- Mileage reimbursement (meeting attendance, client transport)
- PPE and safety equipment
- Staff training reimbursement
- Shared facilities
- Supplies (office, restroom cleaning, restocking)
- Telephones, communication
- Waste reduction incentive amenities
- City or County-declared emergency supplies (like propane and heaters or fans for heat)

Invoicing

Invoices must be emailed to the City at ccobb@ci.olympia.wa.us and cretlin@ci.olympia.wa.us.

The invoice must be signed by an authorized employee who is certifying that all amounts billed are a true accounting of expenses that have been incurred and paid by the Service Provider and are eligible expenses as outlined in this Agreement.

Attach Supporting Documentation to Invoice

Staffing documentation must include the staff person name, title, number of hours worked under the Agreement and amount paid for the billing period (amount paid includes salary, benefits, and employee taxes). No other documentation for salary and benefits is required to be submitted with the invoice; however, the City reserves the right to request more detail if specific questions arise related to the invoice submitted.

Operating expenses documentation must include copies of invoices paid or receipts of items purchased. Receipts need to show date of purchase and items purchased.

Mileage reimbursement documentation must include staff name, title, date of travel, purpose of travel, number of miles traveled, and rate per mile.

EXHIBIT “B-Amendment 1 Supplemental**Step 1: Original Budget**

Agreement Amount \$547,030

Term 4/1/20 – 4/1/21

Cost	Monthly Estimate	Annual Limit
Salaries	\$27,550	\$330,600
Benefits	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
TOTALS	\$45,586	\$547,030

EXHIBIT "B-Amendment 1 Supplemental – Page 2

Step 2: Budget for new work
 Agreement Amount Increase \$45,245
 Term 4/1/20 – 4/1/21

New work in **Blue**

Beginning in October, add \$300/mo for waste reduction incentive

Beginning in December add additional services (in blue)

Cost	Monthly Estimate	Annual Limit
Salaries	\$27,550	\$330,600
Additional Salaries for new work (4 mo)	5,980	23,920
Benefits	8,000	96,000
Additional Benefits for new work (4 mo)	(370)	(1,480)
Employee taxes	3,333	40,000
Employee taxes for new work (4 mo)	423	1,692
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 Administrative 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
Waste Reduction Incentive (6 mo)	300	1,800
Site maintenance (3 mo/City took on this function effective Mar, 2021)	2,000	6,000
Safety & PPE (4 mo)	1,000	4,000
Shared facilities (4 mo)	500	2,000
Restroom cleaning/supplies (4 mo)	300	1,200
Subtotal	51,574	536,432
Admin Indirect (10%)	5,157	53,643
TOTALS	56,731	590,075
Subtract original Agreement amount	45,585	547,030
Amendment 1 increase for original Agreement period	\$11,146	\$43,045

Step 3: Same Budget as in Step 2 but with collapsed categories

Agreement Amount Increase \$43,045
 Term 4/1/20 – 4/1/21

Cost	Monthly Estimate	Annual Limit
Staffing expenses	\$44,916	\$490,732
Operating expenses	4,658	45,700
Subtotal	49,574	536,432
10% Admin Fee	4,957	53,643
Maximum Budget in collapsed format	54,531	590,075
Subtract original Agreement amount	45,585	547,030
Amendment 1 increase for original Agreement period	\$8,946	\$43,045

EXHIBIT "B-Amendment 1 Supplemental – Page 3**Step 4: Add Remaining 9 Months of 2021 to Term and Budget in New Format**

Remove Medicaid-funded case manager(s) startup costs (deducted from operating expenses)	(1,250)	\$11,250)
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Cost	Monthly Estimate	Annual Limit
Staffing expenses	\$44,916	\$ 404,244
Operating expenses (less corporate fee)	3,408	30,672
Subtotal	48,324	434,916
10% Admin Fee	4,832	43,492
TOTALS	\$53,156	\$478,408

Step 5: 2022 Budget Based with 2021 Monthly Estimate

Cost	Monthly Estimate	Annual Limit
Staffing expenses	\$ 44,916	\$ 538,992
Operating expenses	3,408	40,896
Subtotal	48,324	579,888
10% Admin Fee	4,832	57,989
TOTALS	\$53,156	\$637,877

Step 6: Final Amendment Budget from April 1, 2020 – December 31, 2022

Cost	2020 - 2021 Increase Dec – Mar	2021 Add Apr – Dec	2022 Add Jan - Dec
Staffing expenses	\$24,132	\$404,244	\$538,992
Operating expenses	<u>15,000</u>	<u>30,672</u>	<u>40,896</u>
Subtotal	39,132	434,916	579,888
10% Admin Fee	<u>3,913</u>	<u>43,492</u>	<u>57,989</u>
TOTALS	\$43,045	\$478,408	\$637,877