

EVERETT CITY COUNCIL AGENDA ITEM COVER SHEET

PROJECT TITLE:

Professional Services	<u>01/20/2016</u>	Briefing	COUNCIL BILL #	_____
Agreement with Friendship	_____	Proposed Action	Originating Department	<u>Legal</u>
Diversion Services	_____	Consent	Contact Person	<u>Hil Kaman</u>
	<u>02/03/2016</u>	Action	Phone Number	<u>425-257-8762</u>
	_____	First Reading	FOR AGENDA OF	<u>January 20, 2016</u>
	_____	Second Reading		
	_____	Third Reading		
	_____	Public Hearing		
	_____	Budget Advisory	Initialed by:	
			Department Head	_____
			CAA	<u>db</u>
			Council President	<u>[Signature]</u>

<u>Location</u>	<u>Preceding Action</u>	<u>Attachments</u>	<u>Department(s) Approval</u>
		Agreement	Legal

Amount Budgeted	\$80,000.00-	
Expenditure Required	\$80,000.00-	Account Number(s): Fund 009-500 0007 410
Budget Remaining	-0-	
Additional Required	-0-	

DETAILED SUMMARY STATEMENT:

Friendship Diversion Services provides supervision of diversion programs on criminal cases referred from the City Attorney's Office. Friendship has run diversion programs across the state for over 40 years and opened an Everett office last year to supervise the following programs for the City Prosecutor's Office: pre-charge and post-charge diversion programs, Relicensing Assistance Program (RAP), educational programming such as consumer awareness classes, and community service monitoring. These alternatives have allowed the Prosecutor's Office to refer appropriate misdemeanor cases to diversion programs where participants receive assistance to acquire a driver's license, access treatment or other educational programming, and find opportunities to perform community service. These services are funded by participant fees. The Prosecutor's Office can hold offenders accountable while freeing up resources for cases better suited for traditional prosecution.

As part of the Mayor's Safe Streets plan to include work crew as a diversion option, the City seeks to expand our successful relationship with Friendship Diversion Services to include supervision of a pilot Work Crew Program. As an alternative to incarceration, this program would be funded by the City at the cost of \$80,000.00 through 2016. Participation in diversion programs is at the discretion of the City Attorney.

RECOMMENDATION (Exact action requested of Council):

Authorize Mayor to sign the Professional Services Agreement with Friendship Diversion Services for supervision of diversion programs in an amount not to exceed \$80,000.

**CITY OF EVERETT
PROFESSIONAL SERVICES AGREEMENT**

THIS AGREEMENT made and entered into on this 6th day of January, 2016, by and between the **CITY OF EVERETT**, a municipal corporation under the laws of the State of Washington, hereinafter referred to as the "City," and Friendship Diversion Services, whose address is 2415 Evergreen Park Drive, SW, Suite C, Olympia, Washington 98502, hereinafter referred to as the "Service Provider."

WHEREAS, the City desires to engage the Service Provider to provide diversion programs for cases referred from the City Attorney's Office for the City of Everett; and

WHEREAS, Service Provider represented, and by entering into this Agreement now represents, that it is fully qualified to perform the work to be performed hereunder in a competent and professional manner;

NOW, THEREFORE, the parties herein do mutually agree as follows:

1. **Engagement of Service Provider.** The City hereby agrees to engage the Service Provider, and the Service Provider hereby agrees, to perform the work in a competent and professional manner and provide the services described in the attached "Exhibit A - Scope of Work". The Scope of Work so identified is hereafter referred to as "Work". Without a written directive of an authorized representative of the City, the Service Provider shall not perform any services that are in addition to, or beyond the scope of, the Work. If the Service Provider's proposal is attached as an exhibit, and if such proposal contains or incorporates any conditions or terms in addition to or different from the terms of this Agreement, then the Service Provider expressly agrees that such conditions or terms are neither incorporated nor included into this Agreement between the City and Service Provider. If, and to the extent, the Work includes the design of a public work or improvement, in whole or in part, Service Provider's design shall be reasonably accurate, adequate and suitable for its intended purpose.
2. **Intellectual Property Rights.** Reports, drawings, plans, specifications and any other intangible property created in furtherance of the Work are property of the City for all purposes, whether the project for which they are made is executed or not, and may be used by the City for any purpose. Unless otherwise expressly agreed in writing, all intellectual property rights in such documents or intangible property created pursuant to this Agreement, or for the City of Everett, belong to the City of Everett. Service Provider retains any intellectual property rights in documents and intangible property created by Service Provider prior to engagement, or not created by Service Provider for its performance of this Agreement.
3. **Time of Beginning and Completion of Performance.** This Agreement shall commence as of the date of execution of this Agreement and shall be completed by December 31, 2016.

4. Compensation.

A. The City shall pay the Service Provider only for completed Work and for services actually rendered which are described herein. Such payment shall be full compensation for Work performed or services rendered, including, but not limited to, all labor, materials, supplies, equipment and incidentals necessary to complete the Work.

B. The Service Provider shall be paid such amounts and in such manner as described in Exhibit B.

C. Service Provider may receive payment as reimbursement for Eligible Expenses actually incurred. "Eligible Expenses" means those types and amounts of expenses either listed in Exhibit C or such expenses as are approved for reimbursement by the City in writing prior to the expense being incurred. If Exhibit C is either blank or not attached, expenses may not be reimbursed unless prior written approval was obtained from the City. An expense shall not be reimbursed if: (1) the expense is not identified in Exhibit C; (2) the expense exceeds the per item or cumulative limits for such expense if it is identified in Exhibit C; or (3) the expense was not approved in writing by an authorized City representative prior to the Service Provider incurring the expense. If, and to the extent, overnight lodging in western Washington is authorized, Service Provider is strongly encouraged to lodge within the corporate limits of City. When authorized, Service Provider will be reimbursed 100% of lodging expense, if lodged within the corporate limits of the City, but Service Provider will be reimbursed 50% of lodging expense when lodged outside the corporate limits of the City. If authorized, the City may (at its sole option) obtain or arrange air travel for the Service Provider.

D. Total compensation, including all services and expenses, shall not exceed a maximum of Eighty Thousand Dollars (\$80,000.00).

E. If Service Provider fails or refuses to correct its work when so directed by the City, the City may withhold from any payment otherwise due an amount that the City in good faith believes is equal to the cost to the City of correcting, re-procuring, or remedying any damage caused by Service Provider's conduct.

5. Method of Payment.

A. To obtain payment, the Service Provider shall (a) file its request for payment, accompanied by evidence satisfactory to the City justifying the request for payment; (b) submit a report of Work accomplished and hours of all tasks completed; (c) to the extent reimbursement of Eligible Expenses is sought, submit itemization of such expenses and, if requested by the City, copies of receipts and invoices; and (d) comply with all applicable provisions of this Agreement. Service Provider shall be paid no more often than once every thirty days.

B. All requests for payment should be sent to:

City of Everett
Attn.: Christina Wiersma
2930 Wetmore Ave., Suite 10C
Everett, WA 98201

6. **Submission of Reports and Other Documents.** The Service Provider shall submit all reports and other documents as and when specified in Exhibit A. Said information shall be subject to review by the City, and if found to be unacceptable, Service Provider shall correct and deliver to the City any deficient Work at Service Provider's expense with all practical dispatch. Service Provider shall abide by the City's determinations concerning acceptability of Work.

7. **Termination of Contract.** City reserves the right to terminate this Agreement at any time by sending written notice of termination to Service Provider ("Notice"). The Notice shall specify a termination date ("Termination Date") at least fourteen (14) days after the date the Notice is issued. The Notice shall be effective ("Notice Date") upon the earlier of either actual receipt by Service Provider (whether by fax, mail, delivery or other method reasonably calculated to be received by Service Provider in a reasonably prompt manner) or three calendar days after issuance of the Notice. Upon the Notice Date, Service Provider shall immediately commence to end the Work in a reasonable and orderly manner. Unless terminated for Service Provider's material breach, the Service Provider shall be paid or reimbursed for: (a) all hours worked and Eligible Expenses incurred up to the Notice Date, less all payments previously made; and (b) those hours worked and Eligible Expenses incurred after the Notice Date, but prior to the Termination Date, that were reasonably necessary to terminate the Work in an orderly manner. Notices under this Section 7 shall be sent by the United States Mail to Service Provider's address provided herein, postage prepaid, certified or registered mail, return receipt requested, or by delivery. In addition, Notices may also be sent by any other method reasonably believed to provide Service Provider actual notice in a timely manner, such as fax. The City does not by this Section 7 waive, release or forego any legal remedy for any violation, breach or non-performance of any of the provision of this Agreement. At its sole option, City may deduct from the final payment due the Service Provider (a) any damages, expenses or costs arising out of any such violations, breaches, or non-performance and (b) any other backcharges or credits.

8. **Changes.** The City may, from time to time, unilaterally change the scope of the services of the Service Provider to be performed hereunder. Such changes, including any increase or decrease in the scope of work (and resulting increase or decrease in compensation), shall: (a) be made only in writing and signed by an authorized City representative, (b) be explicitly identified as an amendment to this Agreement and (c) become a part of this Agreement.

9. **Subletting/Assignment of Contracts.** Service Provider shall not sublet or assign any of the Work without the express, prior written consent of the City.

10. **Indemnification.** To the extent of the Service Provider's fault, breach of this Agreement, willful misconduct, or violation of law, the Service Provider hereby agrees, except as otherwise

provided in this Section 10, to defend and indemnify the City from any and all Claims arising out or relating to the performance of this Agreement by Service Provider (or by its employees, agents, representatives or subcontractors/subconsultants), whether such Claims sound in contract, tort, or any other legal theory. The Service Provider is obligated to defend and indemnify the City pursuant to this Section 10 whether a Claim is asserted directly against the City, or whether it is asserted indirectly against the City, e.g., a Claim is asserted against someone else who then seeks contribution or indemnity from the City. The Service Provider's duty to defend and indemnify pursuant to this Section 10 is not in any way limited to, or by the extent of, insurance obtained by, obtainable by, or required of the Service Provider. The Service Provider's obligations under this Section 10 shall not apply to Claims caused by the sole negligence of the City. If (1) RCW 4.24.115 applies to a particular Claim, and (2) such Claim is caused by or results from the concurrent negligence of (a) the Service Provider, its employees, subcontractors/subconsultants or agents and (b) the City, then the Service Provider's obligations under this Section 10 shall apply only to the extent allowed by RCW 4.24.115. Solely and expressly for the purpose of its duties to indemnify and defend the City, the Service Provider specifically waives any immunity it may have under the State Industrial Insurance Law, Title 51 RCW. The Service Provider recognizes that this waiver of immunity under Title 51 RCW was specifically entered into pursuant to the provisions of RCW 4.24.115 and was the subject of mutual negotiation. As used in this Section 10: (1) "City" includes the City, the City's officers, employees, agents, and representatives and (2) "Claims" include, but is not limited to, any and all losses, penalties, fines, claims, demands, expenses (including, but not limited to, attorney's fees and litigation expenses), suits, judgments, or damages, irrespective of the type of relief sought or demanded, such as money or injunctive relief, and irrespective of whether the damage alleged is bodily injury, damage to property, economic loss, general damages, special damages, or punitive damages. If, and to the extent, Service Provider employs or engages subconsultants or subcontractors, then Service Provider shall ensure that each such subconsultant and subcontractor (and subsequent tiers of subconsultants and subcontractors) shall expressly agree to defend and indemnify the City to the extent and on the same terms and conditions as the Service Provider pursuant to this Section 10.

11. Insurance.

A. Service Provider shall comply with the following conditions and procure and keep in force during the term of this Agreement, at Service Provider's own cost and expense, the following policies of insurance with companies authorized to do business in the State of Washington, which are rated at least "A" or better and with a numerical rating of no less than seven (7), by A.M. Best Company and which are acceptable to the City.

1. Workers' Compensation Insurance as required by Washington law and Employer's Liability Insurance with limits not less than \$1,000,000 per occurrence. If the City authorizes sublet work, the Service Provider shall require each subcontractor to provide Workers' Compensation Insurance for its employees, unless the Service Provider covers such employees.

2. Commercial General Liability Insurance on an occurrence basis in an amount not less than \$1,000,000 per occurrence and at least \$2,000,000 in the annual aggregate,

including but not limited to: premises/operations (including off-site operations), blanket contractual liability and broad form property damage.

3. Business Automobile Liability Insurance in an amount not less than \$1,000,000 per occurrence, extending to any automobile. A statement certifying that no vehicle will be used in accomplishing this Agreement may be substituted for this insurance requirement.

4. Professional Errors and Omissions Insurance in an amount not less than \$1,000,000 per occurrence and \$1,000,000 in the annual aggregate. Such coverage may be written on a claims made basis. If both parties agree that the Work does not warrant Service Provider providing Professional Errors and Omissions Insurance, this Section 11.A.4 may be stricken and initialed by both parties.

B. The above liability policies shall be primary as to the City and shall contain a provision that the policy shall not be canceled or materially changed without 30 days prior written notice to the City. No cancellation provision in any insurance policy shall be construed in derogation of the continuous duty of the Service Provider to furnish the required insurance during the term of this Agreement.

C. Upon written request by the City, the insurer or his/her agent will furnish, prior to or during any Work being performed, a copy of any policy cited above, certified to be a true and complete copy of the original.

D. Prior to the Service Provider performing any Work, Service Provider shall provide the City with a Certificate of Insurance acceptable to the City Attorney evidencing the required insurance. Service Provider shall provide the City with either (1) a true copy of an endorsement naming the City of Everett, its officers, employees and agents as Additional Insureds on the Commercial General Liability Insurance policy and the Business Automobile Liability Insurance policy with respect to the operations performed and services provided under this Agreement and that such insurance shall apply as primary insurance on behalf of such Additional Insureds or (2) a true copy of the blanket additional insured clause from the policies. Receipt by the City of any certificate showing less coverage than required is not a waiver of the Service Provider's obligations to fulfill the requirements.

E. If the policy listed in Section 11.A.4. above, Professional Errors and Omissions Insurance, is on a claims made policy form, the retroactive date on the policy shall be the effective date of this Agreement or prior. The retroactive date of any subsequent renewal of such policy shall be the same as the original policy provided. The extended reporting or discovery period on a claims made policy form shall not be less than 36 months following expiration of the policy. (This Section 11.E shall not apply if Section 11.A.4. above is stricken.)

F. Service Provider certifies that it is aware of the provisions of Title 51 of the Revised Code of Washington that requires every employer to be insured against liability of Workers' Compensation, or to undertake self-insurance in accordance with the provisions of that Title.

Service Provider shall comply with the provisions of Title 51 of the Revised Code of Washington before commencing the performance of the Work. Service Provider shall provide the City with evidence of Workers' Compensation Insurance (or evidence of qualified self-insurance) before any Work is commenced.

G. In case of the breach of any provision of this Section 11, the City may, at its option and with no obligation to do so, provide and maintain at the expense of Service Provider, such types of insurance in the name of the Service Provider, and with such insurers, as the City may deem proper, and may deduct the cost of providing and maintaining such insurance from any sums which may be found or become due to Service Provider under this Agreement or may demand Service Provider to promptly reimburse the City for such cost.

12. Independent Contractor.

A. This Agreement neither constitutes nor creates an employer-employee relationship. Service Provider must provide services under this Agreement as an independent contractor. Service Provider must comply with all federal and state laws and regulations applicable to independent contractors including, but not limited to, the requirements listed in this Section 12. Service Provider agrees to indemnify and defend the City from and against any claims, valid or otherwise, made against the City because of these obligations.

B. In addition to the other requirements of this Section 12, if Service Provider is a sole proprietor, Service Provider agrees that Service Provider is not an employee or worker of the City under Chapter 51 of the Revised Code of Washington, Industrial Insurance for the service performed in accordance with this Agreement, by certifying to the following:

(1) Service Provider is free from control or direction over the performance of the service; and

(2) The service performed is outside the usual course of business for the City, or will not be performed at any place of business of the City, or Service Provider is responsible for the costs of the principal place of business from which the service is performed; and

(3) Service Provider is customarily engaged in an independently established business of the same nature as the service performed, or has a principal place of business for the service performed that is eligible for a business deduction for federal income tax purposes; and

(4) On the effective date of this Agreement, Service Provider is responsible for filing a schedule of expenses, for the next applicable filing period, with the internal revenue service for the type of service performed; and

(5) By the effective date of this Agreement or within a reasonable time thereafter, Service Provider has established an account with the department of revenue and other state agencies, where required, for the service performed for the payment of all state taxes normally paid by employers and businesses and has registered for and received a unified business identifier number from the state of Washington; and

(6) By the effective date of this Agreement, Service Provider is maintaining a separate set of records that reflect all items of income and expenses of the services performed.

C. Any and all employees of the Service Provider, while engaged in the performance of any Work, shall be considered employees of only the Service Provider and not employees of the City. The Service Provider shall be solely liable for any and all claims that may or might arise under the Worker's Compensation Act on behalf of said employees or Service Provider, while so engaged and for any and all claims made by a third party as a consequence of any negligent act or omission on the part of the Service Provider's employees, while so engaged on any of the Work

D. Service Provider shall comply with all applicable provisions of the Fair Labor Standards Act and other legislation affecting its employees and the rules and regulations issued thereunder insofar as applicable to its employees and shall at all times save the City free, clear and harmless from all actions, claims, demands and expenses arising out of said act, and rules and regulations that are or may be promulgated in connection therewith.

E. Service Provider assumes full responsibility for the payment of all payroll taxes, use, sales, income, or other form of taxes (such as state and, city business and occupation taxes), fees, licenses, excises or payments required by any city, federal or state legislation which are now or may during the term of the Agreement be enacted as to all persons employed by the Service Provider and as to all duties, activities and requirements by the Service Provider in performance of the Work and Service Provider shall assume exclusive liability therefore, and meet all requirements thereunder pursuant to any rules or regulations that are now or may be promulgated in connection therewith.

13. Employment. The Service Provider warrants that he had not employed or retained any company or person, other than a bona fide employee working solely for the Service Provider, to solicit or secure this Agreement and that he has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Service Provider, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the City shall have the right to annul this Agreement without liability or, in its discretion, to deduct from the Agreement price or consideration or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

14. Audits and Inspections. At any time during normal business hours and as often as the City may deem necessary, the Service Provider shall make available to the City for the City's examination all of the Service Provider's records and documents with respect to all matters covered by this Agreement and, furthermore, the Service Provider will permit the City to audit, examine and make copies, excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Agreement.

15. City of Everett Business License. Service Provider agrees to obtain a City of Everett business license prior to performing any work pursuant to this Agreement.

16. **State of Washington Requirements.** Service Provider agrees to register and obtain any State of Washington business licenses, Department of Revenue account and/or unified business identifier number as required by RCW 50.04.140 and 51.08.195 prior to performing any work pursuant to this Agreement.

17. **Compliance with Federal, State and Local Laws.** Service Provider shall comply with and obey all federal, state and local laws, regulations, and ordinances applicable to the operation of its business and to its performance of work hereunder.

18. **Compliance with the Washington State Public Records Act.** Service Provider acknowledges that the City is subject to the Public Records Act, chapter 42.56 RCW (the "Act"). All records owned, used or retained by the City are public records subject to disclosure unless exempt under the Act, whether or not such records are in the possession or control of the City or Service Provider. Service Provider shall cooperate with the City so that the City may comply with all of its obligations under the Act. Within ten (10) days after receipt of notice from the City, Service Provider shall deliver to the City copies of all records relating to this Agreement or relating to the Work that the City determines qualify as the City's public records under the Act. If the City receives a public records request relating to this Agreement or relating to the Work, the City shall seek to provide notice to Service Provider at least ten (10) days before the City releases records pursuant to such public records request, but in no event will the City have any liability to Service Provider for any failure of the City to provide such notice. In addition to its other indemnification and defense obligations under this Agreement, Service Provider shall indemnify and defend the City from and against any and all losses, penalties, fines, claims, demands, expenses (including, but not limited to, attorney's fees and litigation expenses), suits, judgments, or damage arising from or relating to any failure of Service Provider to comply with this Section 18.

19. **Compliance with Grant Terms and Conditions.** Service Provider shall comply with any and all conditions, terms and requirements of any federal, state or other grant that wholly or partially funds Service Provider's work hereunder.

20. **Equal Employment Opportunity.** Service Provider shall not discriminate against any employee, applicant for employment, independent Service Provider, or proposed independent Service Provider, on the basis of race, color, religion, sex, age, disability, marital state, or national origin.

21. **Waiver.** Any waiver by the Service Provider or the City or the breach of any provision of this Agreement by the other party will not operate, or be construed, as a waiver of any subsequent breach by either party or prevent either party from thereafter enforcing any such provisions.

22. **Complete Agreement.** This Agreement contains the complete and integrated understanding and Agreement between the parties and supersedes any understanding, Agreement or negotiation whether oral or written not set forth herein.

23. **Modification of Agreement.** This Agreement may be modified as provided in ¶8, or by a writing explicitly identified as a modification of this Agreement that is signed by authorized representatives of the City and the Service Provider.

24. **Severability.** If any part of this Agreement is found to be in conflict with applicable laws, such part shall be inoperative, null and void, insofar as it is in conflict with said laws, and the remainder of the Agreement shall remain in full force and effect.

25. **Notices.**

A. Notices to the City of Everett shall be sent to the following address:

City of Everett
Attn.: Hil Kaman
2930 Wetmore Ave, Suite 4E
Everett, WA 98201

B. Notices to the Service Provider shall be sent to the following address:

2415 Evergree Park Drive, SW, Suite C
Olympia, Washington 98502

26. **Venue.** Venue for any lawsuit arising out of this Agreement shall be in the Superior Court of Snohomish County, Washington.

27. **Governing Law.** The laws of the State of Washington, without giving effect to principles of conflict of laws, govern all matters arising out of or relating to this Agreement.

IN WITNESS WHEREOF, the City and Service Provider have executed this Agreement as of the date first above written.

**CITY OF EVERETT,
WASHINGTON**

Ray Stephanson, Mayor

Date

ATTEST:

APPROVED AS TO FORM:

Sharon Fuller, City Clerk

James D. Iles, City Attorney

_____ Date

_____ Date

SERVICE PROVIDER: Please fill in the spaces and sign in the box appropriate for your business entity.

<p>Corporation</p> <p><u>Residential Division Services, a non profit corp</u> [Service Provider's Complete Legal Name]</p> <p>By: <u>Barbara E Miller</u> Typed/Printed Name: <u>Barbara E Miller</u> Its: <u>Executive Director</u> Date: <u>January 11, 2016</u></p>
<p>Partnership (general)</p> <p>_____ [Service Provider's Complete Legal Name] a Washington general partnership</p> <p>By: _____ Typed/Printed Name: _____ General Partner Date: _____</p>
<p>Partnership (limited)</p> <p>_____ [Service Provider's Complete Legal Name] a Washington limited partnership</p> <p>By: _____ Typed/Printed Name: _____ General Partner Date: _____</p>
<p>Sole Proprietorship</p> <p>_____ Typed/Printed Name: _____</p> <p>_____ Sole Proprietor: Date: _____</p>
<p>Limited Liability Company</p> <p>_____ [Service Provider's Complete Legal Name] a Washington limited liability company</p> <p>By: _____ Typed/Printed Name: _____ Managing Member Date: _____</p>

EXHIBIT A
SCOPE OF WORK

EXHIBIT A
SCOPE OF WORK

FRIENDSHIP DIVERSION PROGRAM

CITY OF EVERETT PRE FILE DIVERSION

CITY OF EVERETT RELICENSING PROGRAM

CITY OF EVERETT POST FILE DIVERSION

CITY OF EVERETT "SAFE STREETS" WORK CREW

SCOPE OF WORK

GOAL: Provide the community a supervised alternative to expensive criminal justice processes for adult, nonviolent offenders referred by the City's Attorney's Office, Criminal Division (Prosecutor). This goal is accomplished through a variety of programs run by Friendship Diversion. The primary program goals are:

Pre-Charge Diversion: Friendship supervises individuals referred from the Prosecutor to assure they comply with conditions established by the program for cases prior to filing criminal charges. These conditions include payment of victim restitution, payment of a supervision fee, community service, educational workshops and other conditions as may be established at the intake of each individual and based on the recommendation of the Prosecutor. Upon completion of pre-charge diversion program, defendants will not have criminal charges filed, resulting in no criminal conviction, which would impede their future. Failure to comply with these conditions will result in the Prosecutor filing appropriate charges.

Relicensing Assistance Program: Friendship also works with unlicensed drivers to assist those individuals with obtaining and maintaining a valid driver's license and liability insurance. This may include educational workshops, working with courts/collection agencies on unpaid fines, and assisting in establishing payment plans. The Prosecutor will refer all uncharged Driving while License Suspended Third Degree cases to Friendship. In each of these cases, the individual will have been cited with a civil infraction, for which the Prosecutor will recommend a mitigated penalty in the amount of Friendship's program fee for the Relicensing Program.

Post-Charge POD Supervision/Community Service Monitoring: Friendship supervises individuals referred from the Prosecutor to assure they comply with conditions established in a Prosecutor Offer of Diversion-Post Charge (POD) for cases that are filed in Everett Municipal Court but have not yet resolved through a finding of guilt. These conditions include payment of victim restitution, payment of a supervision fee, community service, educational workshops and other conditions as may be established at the intake of each individual and based on the recommendations of the Prosecutor. Upon completion of the POD supervision, defendant's criminal charges will resolve pursuant to the terms of the POD agreement. Failure to comply

with the POD conditions supervised by Friendship will result in revocation of the Diversion and finding of guilty pursuant to POD agreement. Post-charge cases may also be referred for community service monitoring only, and Friendship will assist individuals to find locations to perform community service and report hours to the Prosecutor.

Work Crew/Community Restitution Pilot Program: Friendship supervises individuals referred from the Prosecutor to serve on Work Crew or to perform Supervised Community Service. Individuals may be referred to work crew as by the prosecutor as part of pre-charge diversion or post-charge diversion, or by the Everett Municipal Court as an alternative to incarceration (sentence or bail) or as an alternative to fine payment. Friendship will staff an employee to supervise work crew which shall consist of small group educational programming (cognitive skills, workplace training, and social service outreach) and street cleaning. Street cleaning consists of picking up garbage, sweeping sidewalks, cleaning storm drains and other work focused on clean-up efforts in areas affected by street level social issues as identified by the Community Streets Initiative. Friendship may enter agreements with private businesses in the target area to provide clean-up services. The Target area for the pilot program is the Broadway corridor from Everett Avenue to 41st Street and the area east of Broadway to the Snohomish River. The primary focus of the work to be performed by Friendship in supervision is work crew is to provide an alternative to incarceration, to provide experience with a structured work environment to individuals who may benefit from such training, and to reduce recidivism through rehabilitation and community restitution. The prosecutor will establish a unit of work crew and set equivalent standard credit toward diversion, sentence, or fine. The City will also establish program design and guideline and evaluation criteria. Friendship will be providing supervision and equipment for the program.

OBJECTIVES:

- 1) Implementation of individualized service plans for all referrals for the period through December 31, 2016 renewable by agreement of the parties.
- 2) Compile and submit required program reports/data.
- 3) Monitor participant's program compliance including completion of assigned community service hours, payment of victim restitution and supervision fee as well as other assigned conditions.
- 4) Maintain a program to assist citizens in obtaining their driver's license and work with the prosecutor and Court to encourage safe driving.
- 5) Establish a pilot work crew program focused on providing clean-up to areas of the City affected by street level social issues and crime. The program should also focus on participant skills that improve workplace opportunity.

NEEDS STATEMENT:

By referring selected cases to Friendship that have historically been found to be manageable and successful, the Prosecutor's office saves substantial time and dollars which it can use in the pursuit of more serious cases affecting the community. Defendants who remain in the community on diversion, paying restitution to their victims, paying a supervision fee to support Friendship providing volunteer services to community agencies enhances the benefits of this program.

A work crew program was a recommendation of the Everett Community Streets Initiative and the City's "Safe Streets Plan." The program provides an alternative to incarceration, fines, or prosecution that benefits the community and the participants. This program does not have a user fee but is rather funded by the City as an alternative to incarceration.

STATEMENT OF DIVERSION SERVICES:

Referral:

Friendship Diversion will provide services to all individuals with cases referred by the City Prosecutor. Upon prosecutor's determination that an eligibility for diversion along with a deadline for the participant to contact Friendship Diversion. A copy of the letter will be sent to Friendship with the referral packet.

Failure to Contact:

In the event the participant fails to contact Friendship by the deadline specified, Friendship shall: (a) contact the participant by telephone, email or letter providing one more opportunity to comply with the diversion referral within 5 days; and (b) within 10 days of that expiration, send notice to the Prosecutor of the participant's failure to meet the deadline. Friendship's obligations under the agreement to provide services shall terminate upon sending the notice.

Contact for purposes of work crew shall constitute appearing in person at specified date, time, and location. Failure to do so will result in termination of the referral and Friendships obligation under this agreement for such referral.

Initial Contact:

When a participant contacts Friendship prior to the deadline, Friendship staff will obtain basic statistical information and schedule an appointment for an intake and enrollment. The appointment will be scheduled within five working days.

Work crew initial contact shall occur in person at specified date, time, and location at which time individuals will obtain basic information and schedule individual for a week of work crew.

Intake/Enrollment:

During this initial meeting, staff will explain the details of the participant's program. Before signing the agreement, the participant will be offered time to consult with an attorney if they choose. Participants that wish to consult counsel will be scheduled an appointment within two weeks to either enter into the program or have the case returned to the prosecutor for charging decision.

At the time of enrollments, the participant will pay a down payment on their fees. All documents will be signed, and deadlines to complete requirements are established. If participants are in need of supportive services, staff will provide referrals to local agencies to assist in their needs. Staff maintains, in house, written materials, schedules, and information of service agencies within the area.

Program:

DIVERSION: Each pre-charge diversion program is designed to last 3-months unless unique circumstances require a longer program. The following will be a condition of each diversion agreement:

- *payment of supervision fees
- *reporting on schedule to Friendship staff
- *community service work
- *restitution if required
- *immediate reporting of change in address, phone number, employment status
- *Educational workshop, seminar or class related to the offense referred and which may result in an additional expense to participant.

RELICENSING: Each relicensing program is designed to last 3-months unless unique circumstances require a longer program. The following will be a condition of each relicensing agreement.

- *payment of supervision fees
- *reporting on schedule to Friendship staff
- *immediate reporting of change in address, phone number, employment status
- *identify and contact each court/collections agency where money owing is causing license suspension.
- *receive at least 3 quotes for liability insurance.
- *Educational workshop, seminar or class related to the offense referred and which may result in an additional expense to participant.

POD/CS MONITORING: Each post-charge monitoring of a POD is designed to last 3-months unless unique circumstances require a longer program. Community service monitoring is limited post-charge supervision and reporting of community service in the community. The following will be a condition of each diversion agreement:

- *payment of supervision fees.
- *reporting on schedule to Friendship staff

- *community service work
- *restitution if required
- *immediate reporting of change in address, phone number, employment status
- *Educational workshop, seminar or class related to the offense referred and which may result in an additional expense to participant.

WORK CREW: Each unit of work crew is designed to last one week (5 working days) and shall consist of 1 hour skills group work and 3 hours of clean-up work. Participants must appear for each work day to receive unit credit. The following will be a condition of participation in work crew

- *appear on-time each day for work crew at work crew office
- *actively participate in clean-up activities as instructed by work-crew supervisor
- *active participation in small group exercises and or workbook.

Reporting:

Each participant is required to report once per month to staff. Any non compliant issues may result in a more frequent reporting schedule. Consideration will be given to disabilities that prohibit travel to meet with staff and telephonic reporting will be considered.

Community Service Work:

Friendship will maintain a list of eligible businesses, government agencies and non-profit organizations suitable for community service work. When a participant submits proof of completion of community service, staff will verify hours with site supervisor. Only timesheets provided by Friendship will be accepted for reporting hours.

Maintenance of Law Abiding Behavior:

Friendship staff will review the Judicial Information System monthly to determine if any new law violations have occurred. If a participant reports new law violations, or new charges are discovered, the prosecutor's office will be notified via a Non Compliance Notice. Decision for revoking diversion agreements are at the discretion of prosecuting staff. For participants in the Relicensing Program, each may be referred up to four times as long as the program fee is paid for each referral and participant shows positive progress toward program goals.

Non Compliance:

Problem solving with participants for missed appointments or deadlines will be managed by Friendship Staff. Staff shall take steps to encourage and enable participants to successfully complete the diversion program. The prosecutor shall be notified on a participant's failure to attend or comply with terms of their agreement. The prosecutor has the discretion to order Friendship to revoke the diversion agreement or continue to work with the participant.

Successful Completion:

Upon proof of completion of all requirements the prosecutor's office will be notified in writing with a Notice of Completion. This will occur within 10 days of completion.

Statistics:

On a Quarterly basis, Friendship will provide the City with statistical reports outlining referral, enrollments, completions and failures.

Fees:

PRE-CHARGE DIVERSION: Cases monitored for 3 months will be assessed a \$300 fee for pre-charge diversion and \$250 for relicensing program. Additional month extensions with approval will be \$50.00 per month.

POST-CHARGE DIVERSION: Cases monitored on a POD (prosecutor offer of diversion) will be assessed \$150 for the first month and \$50 for each subsequent month until all conditions have been satisfied. There may be additional costs associated with educational programming.

COMMUNITY SERVICE MONITORING: Cases that require only monitoring of community service and no other conditions will be assessed according to the schedule below:

Community Service Hours	Monitoring Fee
50 hours or less	\$25
51-100 hours	\$75
101-200 hours	\$100
201 hours or more	\$200

WORK CREW: There are no costs assessed to cases assigned for work crew. This program is funded by the City as an alternative to incarceration.

Reduction of fees may occur as a result of staff evaluation through the use of the Federal Poverty Guidelines. Terms are negotiated including a down payment and monthly payments with the clear understanding completion will not be reported until all fees are paid in full.

**EXHIBIT B
COMPENSATION**

ALTERNATE A [HOURLY RATE UP TO A MAXIMUM AMOUNT]

The City shall pay the Service Provider a sum equal to the amount of hours actually worked multiplied by the rate identified herein for the staff performing the Work, subject to the maximum stated in ¶4(D) of this Agreement.

Name	Responsibility	Rate

ALTERNATE B [LUMP SUM]

The City shall pay Service Provider eighty thousand dollars (\$80,000.00) upon the completion of the Work, subject to the maximum stated in ¶4(D) of this Agreement.

ALTERNATE C [PROGRESS PAYMENTS]

The City shall pay the Service Provider the following amounts upon the completion of the following tasks, subject to the maximum stated in ¶4(D) of this Agreement:

Task	Amount Paid upon Completion of Task
Completion of the work for each calendar month for 11 consecutive months.	7,272.00/month

ALTERNATE D [BASE REGISTRATION]

The City shall pay the Service Provider such amounts and in such manner as follows:
 Fee for service shall be _____ percent _____ % of the base registration fees collected by the City.
 Additional fees and/or surcharges levied by the City will be retained 100% by the City.
 Payments shall be made as stated in Exhibit A – Scope of Work. The base registration fee is listed in Exhibit A – Scope of Work. Compensation shall not exceed _____ dollars (\$ _____).

EXHIBIT C
REIMBURSABLE EXPENSES

Type of Expense	Maximum Per Item	Cumulative Maximum
Parking		
Meals		

STATE RETIREMENT SYSTEMS FORM
ATTACHMENT TO PROFESSIONAL SERVICES AGREEMENT
ALL SERVICE PROVIDERS MUST COMPLETE AND SIGN THIS FORM

1. Does Service Provider have twenty-five (25) or more employees? Yes No
IF YES: SKIP QUESTION 2, SKIP QUESTION 3, AND SIGN BELOW.
IF NO: ANSWER QUESTIONS 2 AND 3.

2. If a Service Provider employee will perform Work under this Professional Services Agreement, did that employee retire under the Public Employers' Retirement System (PERS), School Employees' Retirement System (SERS), Teachers' Retirement System (TRS), or Law Enforcement Officers and Fire Fighters plan (LEOFF)? Yes No

3. Answer the appropriate question below for Service Provider's business organization:

Sole Proprietor. Did Service Provider retire under the Public Employers' Retirement System (PERS), School Employees' Retirement System (SERS), Teachers' Retirement System (TRS), Law Enforcement Officers and Fire Fighters plan (LEOFF)? Yes No

Partnership. If a partner will perform Work under this Professional Services Agreement, did that partner retire under the Public Employers' Retirement System (PERS), School Employees' Retirement System (SERS), Teachers' Retirement System (TRS) or Law Enforcement Officers and Fire Fighters plan (LEOFF)? Yes No

Limited Liability Company. If a member will perform Work under this Professional Services Agreement, did that member retire under the Public Employers' Retirement System (PERS), School Employees' Retirement System (SERS), Teachers' Retirement System (TRS) or Law Enforcement Officers and Fire Fighters plan (LEOFF)? Yes No

Corporation. If a shareholder will perform Work under this Professional Services Agreement, did that shareholder retire under the Public Employers' Retirement System (PERS), School Employees' Retirement System (SERS), Teachers' Retirement System (TRS), or Law Enforcement Officers and Fire Fighters plan (LEOFF)? Yes No

IF THERE IS A "YES" ANSWER TO ANY PART OF QUESTIONS 2 OR 3, AN ADDITIONAL QUESTIONNAIRE (AVAILABLE FROM HR OR LEGAL) MUST BE FILLED OUT AND SUBMITTED WITH THE CONTRACT.

Service Provider Name: _____

Signature: _____

Printed Name: _____

Title: _____