



City of Arlington Council Agenda Bill

Item:
NB #2
Attachment
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COUNCIL MEETING DATE:	
November 7, 2016	
SUBJECT:	
United Way Health and Human Services Grant and Approval of Professional Services Agreement with Julie A. Frauenholtz	
ATTACHMENTS:	
Draft Professional Services Agreement Scope of Work - Health and Human Services Contract Project	
DEPARTMENT OF ORIGIN	
Administration; Heather Logan	
EXPENDITURES REQUESTED:	None
BUDGET CATEGORY:	N/A
LEGAL REVIEW:	
DESCRIPTION:	
City Administration proposes to utilize United Way funds to contract for services to develop a list of aid-ready resources in the community that serve the homeless, addicted and mentally ill population and to develop and expand relationships with local and county partners who want to be a part of the solution.	
HISTORY:	
For the past year, the United Way of Snohomish County has supported the efforts of the Everett Community Streets Initiative to build stronger community partnerships and to develop new programs and services that meet the complex challenges of the street level social issues and homelessness. A coordinator was hired to help facilitate this effort. To expand this work, the United Way has committed to grant \$25,000 to the City of Arlington	
ALTERNATIVES	
Approve staff's recommendation with modifications Table staff's recommendation Deny staff's recommendation	
RECOMMENDED MOTION:	
I move to approve the acceptance of the United Way Health and Human Services Grant and approve the Professional Services Agreement with Julie A. Frauenholtz, and authorize the Mayor to sign the agreement.	

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT, is made and entered into in duplicate this 31st day of October, 2016 by and between the CITY OF ARLINGTON, a Washington municipal corporation, hereinafter referred to as the "CITY" and Julie A. Frauenholtz, hereinafter referred to as the "SERVICE PROVIDER."

RECITALS:

WHEREAS, the CITY desires to have certain services and/or tasks performed as set forth below requiring specialized skills and other supportive capabilities; and

WHEREAS, sufficient CITY resources are not available to provide such services; and

WHEREAS, the SERVICE PROVIDER represents that the SERVICE PROVIDER is qualified and possesses sufficient skills and the necessary capabilities, including technical and professional expertise, where required, to perform the services and/or tasks set forth in this Agreement.

NOW, THEREFORE, in consideration of the terms, conditions, covenants, and performance contained herein, the parties hereto agree as follows:

1. Scope of Services.

The SERVICE PROVIDER shall perform such services and accomplish such tasks, including the furnishing of all materials and equipment necessary for full performance thereof, as are identified and designated as SERVICE PROVIDER responsibilities throughout this Agreement and as detailed herein (Project). Project will begin July December 1st, 2016 and will be completed August 31st, 2017. Hours of operation will be flexed to meet the needs of the project, not to exceed 500 hours for the full contract.

Project: Health and Human Services Project Scope of Work, attached.

2. Term.

The Project shall begin on December 1, 2016, and shall be completed no later than August 31st 2017, unless sooner terminated according to the provisions herein.

3. Compensation And Method of Payment.

- 3.1 Payments for services provided hereunder shall be made following the performance of such services, unless otherwise permitted by law and approved in writing by the CITY.

- 3.2 No payment shall be made for any service rendered by the SERVICE PROVIDER except for services identified and set forth in this Agreement.
- 3.3 The CITY shall pay the SERVICE PROVIDER for work performed under this Agreement as follows: SERVICE PROVIDER shall submit monthly invoices detailing work performed and expenses for which reimbursement is sought. CITY shall approve all invoices before payment is issued. Payment shall occur within thirty (30) days of receipt and approval of an invoice. The SERVICE PROVIDER shall be paid an hourly rate of \$50.00 per hour for services provided as described in the **scope of work** subject to approval of the City Administrator.

4. Reports And Inspections.

- 4.1 The SERVICE PROVIDER at such times and in such forms as the CITY may require, shall furnish to the CITY such statements, records, reports, data, and information as the CITY may request pertaining to matters covered by this Agreement.
- 4.2 The SERVICE PROVIDER shall at any time during normal business hours and as often as the CITY or State Auditor may deem necessary, make available for examination all of its records and data with respect to all matters covered, directly or indirectly, by this Agreement and shall permit the CITY or its designated authorized representative to audit and inspect other data relating to all matters covered by this Agreement. The CITY shall receive a copy of all audit reports made by the agency or firm as to the SERVICE PROVIDER'S activities. The CITY may, at its discretion, conduct an audit at its expense, using its own or outside auditors, of the SERVICE PROVIDER'S activities which relate, directly or indirectly, to this Agreement.

5. Independent Contractor Relationship.

- 5.1 The parties intend that an independent SERVICE PROVIDER/CITY relationship will be created by this Agreement. The CITY is interested primarily in the results to be achieved; subject to paragraphs herein, the implementation of services will lie solely with the discretion of the SERVICE PROVIDER. No agent, employee, servant or representative of the SERVICE PROVIDER shall be deemed to be an employee, agent, servant or representative of the CITY for any purpose, and the employees of the SERVICE PROVIDER are not entitled to any of the benefits the CITY provides for its employees. The SERVICE PROVIDER will be solely and entirely responsible for its acts and for the acts of its agents, employees, servants, subcontractors or representatives during the performance of this Agreement.

5.2 In the performance of the services herein contemplated the SERVICE PROVIDER is an independent contractor with the authority to control and direct the performance of the details of the work, however, the results of the work contemplated herein must meet the approval of the CITY and shall be subject to the CITY'S general rights of inspection and review to secure the satisfactory completion thereof.

6. Service Provider Employees/agents

The CITY may at its sole discretion require the SERVICE PROVIDER to remove any employee, agent or servant from employment on this Project. The SERVICE PROVIDER may however employ that (those) individual(s) on other non-CITY related projects.

7. Hold Harmless/Indemnification.

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

7.2 No liability shall attach to the CITY by reason of entering into this Agreement except as expressly provided herein.

8. Treatment of Assets.

Title to all property furnished by the CITY shall remain in the name of the CITY and the CITY shall become the owner of the work product and other documents, if any, prepared by the SERVICE PROVIDER pursuant to this Agreement.

9. Compliance with Laws.

10.1 The SERVICE PROVIDER, in the performance of this Agreement, shall comply with all applicable federal, state or local laws and ordinances, including regulations for licensing, certification and operation of facilities, programs and accreditation, and licensing of individuals, and any other standards or criteria as described in this Agreement to assure quality of services.

10.2 The SERVICE PROVIDER specifically agrees to pay any applicable business and occupation (B & O) taxes which may be due on account of this Agreement.

10. Nondiscrimination.

- 10.1 The CITY is an equal opportunity employer.
- 10.2 Nondiscrimination in Employment. In the performance of this Agreement, the SERVICE PROVIDER will not discriminate against any employee or applicant for employment on the grounds of race, creed, color, national origin, sex, marital status, age or the presence of any sensory, mental or physical handicap; provided that the prohibition against discrimination in employment because of handicap shall not apply if the particular disability prevents the proper performance of the particular worker involved. The SERVICE PROVIDER shall ensure that applicants are employed, and that employees are treated during employment without discrimination because of their race, creed, color, national origin, sex, marital status, age or the presence of any sensory, mental or physical handicap. Such action shall include, but not be limited to: employment, upgrading, demotion or transfers, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and programs for training including apprenticeships. The SERVICE PROVIDER shall take such action with respect to this Agreement as may be required to ensure full compliance with local, state and federal laws prohibiting discrimination in employment.
- 10.3 Nondiscrimination in Services. The SERVICE PROVIDER will not discriminate against any recipient of any services or benefits provided for in this Agreement on the grounds of race, creed, color, national origin, sex, marital status, age or the presence of any sensory, mental or physical handicap.
- 10.4 If any assignment and/or subcontracting has been authorized by the CITY, said assignment or subcontract shall include appropriate safeguards against discrimination. The SERVICE PROVIDER shall take such action as may be required to ensure full compliance with the provisions in the immediately preceding paragraphs herein.
11. Assignment/subcontracting.
- 11.1 The SERVICE PROVIDER shall not assign its performance under this Agreement or any portion of this Agreement without the written consent of the CITY, and it is further agreed that said consent must be sought in writing by the SERVICE PROVIDER not less than thirty (30) days prior to the date of any proposed assignment. The CITY reserves the right to reject without cause any such assignment.
- 11.2 Any work or services assigned hereunder shall be subject to each provision of this Agreement and proper bidding procedures where applicable as set forth in local, state and/or federal statutes, ordinances and guidelines.

11.3 Any technical/professional service subcontract not listed in this Agreement, must have express advance approval by the CITY.

12. Changes.

Either party may request changes to the scope of services and performance to be provided hereunder, however, no change or addition to this Agreement shall be valid or binding upon either party unless such change or addition be in writing and signed by both parties. Such amendments shall be attached to and made part of this Agreement.

13. Maintenance and Inspection of Records.

13.1 The SERVICE PROVIDER shall maintain books, records and documents, which sufficiently and properly reflect all direct and indirect costs related to the performance of this Agreement and shall maintain such accounting procedures and practices as may be necessary 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.

13.2 The SERVICE PROVIDER shall retain all books, records, documents and other material relevant to this agreement, for six (6) years after its expiration. The SERVICE PROVIDER agrees that the CITY or its designee shall have full access and right to examine any of said materials at all reasonable times during said period.

14. Other Provisions.

If changes in state law necessitate that services hereunder be expanded, the parties shall negotiate an appropriate amendment. If after thirty (30) days of negotiation, agreement can not be reached, this Agreement may be terminated by the City no sooner than sixty (60) days thereafter.

15. Termination.

15.1 Termination for Convenience. The CITY may terminate this Agreement, in whole or in part, at any time, by at least five (5) days written notice to the SERVICE PROVIDER.

15.2 Termination for Cause. If the SERVICE PROVIDER fails to perform in the manner called for in this Agreement, or if the SERVICE PROVIDER fails to comply with any other provisions of the Agreement and fails to correct such noncompliance within five (5) days written notice thereof, the CITY may

terminate this Agreement for cause. Termination shall be effected by serving a notice of termination on the SERVICE PROVIDER setting forth the manner in which the SERVICE PROVIDER is in default. The SERVICE PROVIDER will only be paid for services performed in accordance with the manner of performance set forth in this Agreement.

16. Notice.

Notice provided for in this Agreement shall be sent by certified mail to the addresses designated for the parties on the last page of this Agreement.

17. Attorneys Fees and Costs.

If any legal proceeding is brought for the enforcement of this Agreement, or because of a dispute, breach, default, or misrepresentation in connection with any of the provisions of this Agreement, the prevailing party shall be entitled to recover from the other party, in addition to any other relief to which such party may be entitled, reasonable attorney's fees and other costs incurred in that action or proceeding.

18. Jurisdiction and Venue.

18.1 This Agreement has been and shall be construed as having been made and delivered within the State of Washington, and it is agreed by each party hereto that this Agreement shall be governed by laws of the State of Washington, both as to interpretation and performance.

18.2 Any action of law, suit in equity, or judicial proceeding for the enforcement of this Agreement or any provisions thereof, shall be instituted and maintained only in any of the courts of competent jurisdiction in Snohomish County, Washington.

19. Severability.

19.1 If, for any reason, any part, term or provision of this Agreement is held by a court of the United States to be illegal, void or unenforceable, the validity of the remaining provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid.

19.2 If it should appear that any provision hereof is in conflict with any statutory provision of the State of Washington, said provision which may 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 provisions.

20. Entire Agreement.

The parties agree that this Agreement is the complete expression of the terms hereto and any oral representations or understandings not incorporated herein are excluded. Further, any modification of this Agreement shall be in writing and signed by both parties. Failure to comply with any of the provisions stated herein shall constitute material breach of contract and cause for termination. Both parties recognize time is of the essence in the performance of the provisions of this Agreement. It is also agreed by the parties that the forgiveness of the nonperformance of any provision of this Agreement does not constitute a waiver of the provisions of this Agreement.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed the day and year first hereinabove written.

CITY:

SERVICE PROVIDER:

CITY OF ARLINGTON

Julie A. Frauenholtz

Barbara Tolbert, Mayor

Julie A. Frauenholtz, Sole Proprietor

Attest:

Date: _____

Kristin Banfield, City Clerk

SCOPE OF WORK

Health and Human Services Contract Project

As are many communities in our country, the greater Arlington area is experiencing an increase in the severity and visibility of individuals who are experiencing homelessness, addiction and mental illness. There is a deep concern for the health and well-being of these individuals, as well as a necessity to ensure residents and guests are safe, businesses thrive, and Arlington is a vibrant and healthy community for all.

To best address the growing crisis, the City seeks to better understand the network of community support and resources that currently exists, as well as to understand the gaps in services, for homeless, addicted, or mentally ill individuals. The City desires a coordinated community network of engaged supporters including the Family Resource Center, Faith Community, Nonprofits, Health Care and EMS, City Government, Businesses, Law Enforcement, Service Clubs, and other volunteers.

For the past year, the United Way of Snohomish County has supported the efforts of the Everett Community Streets Initiative to build stronger community partnerships and to develop new programs and services that meet the complex challenges of the street level social issues and homelessness. A coordinator was hired to help facilitate this effort. To expand this work, the United Way has committed to grant \$25,000 to the City of Arlington.

City Administration proposes to utilize United Way funds to contract for services to develop a list of aid-ready resources in the community that serve the homeless, addicted and mentally ill population and to develop and expand relationships with local and county partners who want to be a part of the solution. In particular the contractor will:

- Learn and articulate the capacity of current health and human services programs, partners, and funding that supports those who are homeless with mental illness and/or addiction in the greater Arlington area.
- Learn and articulate gaps in services that support those who are homeless with mental illness and/or addiction in the greater Arlington area.
- Foster relationships and develop partnerships with the Family Resource Center, Faith Community, Nonprofits, Health Care and EMS, City Government, Businesses, Law Enforcement, Service Clubs, and other volunteer groups to build necessary community based solutions.
- Serve as a bridge between the City of Arlington Administration and community organizations and partners who are working on solutions that address issues related to homeless with mental illness and/or addiction in the greater Arlington area.
- Build public awareness about the complexity of the problem.
- Connect to appropriate countywide efforts and serve as a liaison for the City of Arlington.

Scope of Work (time line subject to change)

<p>LEARN about and ENGAGE with the sectors that currently serve the greater Arlington community, in particular those who address addiction, mental illness, and homelessness.</p>	<p>December 1, 2016- March 31, 2017 (17 Weeks) 200 Hours</p>
<p>Meet with City Admin to extract contact and relational data for all possible partners and develop priorities.</p>	
<p>Determine and develop what questions the community partners need to be asked. Develop mechanism to ascertain information. Conduct on-line survey if necessary.</p>	
<p>Set Appointments / Establish connections/ Plan for engagement with all sectors/partners identified.</p>	
<p>Engage with sectors/individuals via email, individual one-on-one, small group, large group or phone meetings.</p>	
<p>ASSESS based on key learning and PRODUCE next steps.</p>	<p>April 1- August 31, 2017 (22 Weeks) 200 Hours</p>
<p>Compile data and analyze for key trends, opportunities and risks.</p>	
<p>Identify gaps in human services needs that address mental illness, addiction, and housing.</p>	
<p>Identify opportunities for agency/ community capacity building, new funding sources, and the possibility of new partners playing an action ready role.</p>	
<p>Develop a list of aid-ready resources in the greater Arlington community to be shared as determined by City Administration.</p>	
<p>Based on assessment, develop community education opportunities to learn more about homeless and addicted populations.</p>	
<p>Provide liaison with City of Arlington in efforts to strengthen Health and Human Services.</p>	<p>On-going December 1, 2016- August 31, 2017 (39 Weeks) 100 Hours</p>
<p>Provide regular scheduled updates to City Administration to communicate progress, opportunities, or risks.</p>	
<p>If identified, serve as a liaison to Countywide conversations and partnerships regarding homelessness, addiction, mental illness, and opportunities that could strengthen the Arlington health and human services climate.</p>	

Contract Deliverable:

Provide City Administration/ City Council a list of aid-ready resources that serve the homeless, addicted and mentally ill population as well as other human services / community resources that support area residents. To include identified gaps in services, new or enhanced partnerships that have been established to implement solutions, and possible next steps.