

**PROFESSIONAL SERVICES CONTRACT  
2015 GENERAL FUND- DOMESTIC VIOLENCE**

THIS CONTRACT, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2015, by and between the CITY OF TACOMA, a municipal corporation of the State of Washington (hereinafter referred to as the "CITY"), and **Crystal Judson Family Justice Center**, a Washington non-profit Corporation (hereinafter referred to as "CONTRACTOR");

In consideration of the mutual promises and obligations hereinafter set forth, the Parties hereto agree as follows:

**1. Scope of Services/Work**

- A.** The CONTRACTOR agrees to diligently and completely perform the services and/or deliverables described in Exhibit "A" attached hereto and incorporated herein.
- B.** Changes to Scope of Work. Material changes in the scope, character or location of services, as well as other items in the work program (Exhibits), including the budget, may be made during the course of the Contract but require prior written request, detailing rationale for the request, from the CONTRACTOR and express prior written approval by the CITY Human Services Contract and Program Auditor. Any such written requests and approvals may be transmitted via electronic mail.
- C.** The CONTRACTOR agrees to employ a data collection system in accordance with Exhibit "B" attached hereto and incorporated herein. Modifications and/or changes to the data collection system may be made during the course of the Contract, but only upon prior written request from the CONTRACTOR and with express prior written approval by the CITY Human Services Contract and Program Auditor. Any such written requests and approvals may be transmitted via electronic mail.
- D.** In March, 2011, the City of Tacoma adopted Ordinance 28057 authorizing a 0.1% sales tax to support mental health treatment, chemical dependency treatment, therapeutic court(s), and housing for those receiving treatment. Governed by RCW 82.14.460, the tax may be used to supplant existing funding. Contracts evaluated and deemed appropriate for funding under the mental health dollars will be subject to additional outcome measurements reflecting effectiveness of programming in support of RCW 82.14.460.

## 2. Term

- A. All services shall commence no earlier than January 1, 2015 and be satisfactorily completed on or before December 31, 2015 and this Contract shall expire on said date unless mutually extended in writing by the Parties.
- B. The effective date of this contract is January 1, 2015.
- C. Neither party shall be considered to be in default in the performance of this Contract to the extent such performance is prevented or delayed by any cause which is beyond the reasonable control of the affected party and, in such event, the time for performance shall be extended for a period equal to any time lost as a result thereof. In the event CONTRACTOR is unable to proceed due to a delay solely attributable to CITY, CONTRACTOR shall advise CITY of such delay in writing as soon as is practicable.

## 3. Compensation and Payment

- A. The CITY shall compensate the CONTRACTOR for the services and deliverables performed under this Contract in accordance with Exhibit A.
- B. The total price to be paid by CITY for CONTRACTOR'S full and complete performance of the Scope of Work hereunder shall not exceed \$350,000 (three hundred and fifty thousand dollars) from the CITY **General Fund-Domestic Violence fund** without the written consent of the CITY. Said price shall be the total compensation for CONTRACTOR'S performance hereunder including, but not limited to, all work, deliverables, materials, supplies, equipment, subcontractor's fees, and all reimbursable travel and miscellaneous or incidental expenses to be incurred by CONTRACTOR.
- C. The CONTRACTOR shall submit monthly invoices in a format comparable to the invoice attached hereto and identified as Exhibit C, for services completed and/or deliverables furnished during the previous month and will be paid upon CITY approval of billings. Upon CITY'S request, CONTRACTOR shall submit necessary and appropriate documentation, as determined by the CITY, for all invoiced services and deliverables. Such documentation must accompany invoices and will include the following, as applicable, including but not limited to:
  - i. Project Reimbursement Request form (Exhibit C); and
  - ii. Monthly Activity Report; and
  - iii. Client Demographic Form; and

These items must be submitted together (on forms provided by the CITY) by the 15<sup>th</sup> of each month for the previous month of service. Bolded items must be submitted regardless of reimbursement request. The reporting timeline is as follows:

Project Reimbursement Request form (Exhibit C)  
**Monthly Activity Report**  
**Client Demographic Form**

Monthly  
**Monthly**  
**Monthly**

- D. Payment shall be made through the CITY'S ordinary payment process, immediately upon receipt of a properly completed invoice, including appropriate documentation, as determined by the CITY.
- E. The CITY may withhold payment to the CONTRACTOR for any services or deliverables not performed as required hereunder until such time as the CONTRACTOR modifies such services or deliverables to the satisfaction of the CITY.
- F. All payments shall be subject to adjustment for any amounts, upon audit or otherwise, determined to have been improperly invoiced.
- G. In the event the CONTRACTOR incurs cost in excess of the sum authorized for service under this Contract, the CONTRACTOR shall pay such excess from its own funds, and the CITY shall not be required to pay any part of such excess, and the CONTRACTOR shall have no claim against the CITY on account thereof.
- H. If, prior to completion of the work under this Contract, the CONTRACTOR has not submitted all Agency Documents (as defined in this Contract), and required by the CITY, the CITY shall withhold five percent (5%) of the compensation due hereunder.
  - i. Agency documents. Agency documents include, but are not limited to, the following: program budget, contact information, list of Board of Directors, officers and agency directors; organizational structure, most recent audited financial statement with any management letters or agency financial statement approved by the Board of Directors, Articles of Incorporation By-Laws, date of submittal of IRS Form 990 and insurance binder)
- I. The CITY may withhold periodic payments due hereunder in the event the CONTRACTOR makes any material misrepresentations to the CITY, or in the event of any pending litigation with respect to the performance by the CONTRACTOR of any of its duties or obligations hereunder, or in the event the CONTRACTOR shall refuse to accept any additional material conditions which may be imposed by the City of Tacoma.

#### **4. Independent Contractor Status**

- A.** The services and deliverables shall be furnished by the CONTRACTOR as an independent Contractor, and nothing herein contained shall be construed to create a relationship of employer/employee or master/servant. No payroll or employment taxes of any kind shall be withheld or paid by the CITY with respect to payments to CONTRACTOR. The payroll or employment taxes that are the subject of this paragraph include, but are not limited to, FICA, FUTA, federal income tax, state personal income tax, state disability insurance tax and state unemployment insurance tax. By reason of CONTRACTOR's status as an independent Contractor hereunder, no workers' compensation insurance has been or will be obtained by the CITY on account of CONTRACTOR. CONTRACTOR may be required to provide the CITY proof of payment of these said taxes and benefits. If the CITY is assessed or deemed liable in any manner for those charges or taxes, the CONTRACTOR agrees to hold the CITY harmless from those costs, including attorney's fees.
- B.** The CONTRACTOR shall provide at its sole expense all materials, office space, and other necessities to perform its duties under this Contract, unless otherwise specified in writing herein.

**5. Professional Services Warranty**

- A.** The CONTRACTOR warrants that all services performed pursuant to this Contract shall be generally suitable for the use to which CITY intends to use said services and deliverables as expressed in Exhibit A.
- B.** In the performance of services under this Contract, the CONTRACTOR and its employees agree to exercise the degree of skill and care required by customarily accepted good practices and procedures followed by professionals/consultants rendering the same or similar type of service. All obligations and services of the CONTRACTOR hereunder shall be performed diligently and completely according to such professional standards.
- C.** If the CONTRACTOR intends to rely on information or data supplied by the CITY, other CITY contractor's or other generally reputable sources without independent verification, such intent shall be brought to the attention of the CITY.

**6. Contract Administration and Right to Audit**

- A.** The Human Services Contract and Program Auditor in the Neighborhoods and Community Services Department for the CITY shall have primary responsibility for contract administration and approval of services to be performed by the CONTRACTOR, and shall coordinate all communications between the CONTRACTOR and the CITY.

- B. The CONTRACTOR shall, at such times and in such forms as the CITY may reasonably require, furnish the CITY with periodic status reports pertaining to the services undertaken pursuant to this Contract.
- C. Upon CITY's request, the CONTRACTOR shall make available to CITY all accounts, records and documents related to the Scope of Work for CITY inspection, auditing, or evaluation during normal business hours as reasonably needed by CITY to assess performance, compliance, and/or quality assurance under this contract.
- D. Upon request, the CONTRACTOR shall provide the CITY with reasonable access to financial information concerning the contract services. Copies of any audit reports made of the CONTRACTOR's activities shall be provided to the CITY within thirty (30) days of CONTRACTOR's receipt of the audit.

Any disallowable costs discovered during an audit or financial statement review will be deducted either from the final payment under this Contract or from the first payment under a renewed Contract or will be refunded by the CONTRACTOR. No future payments will be made until all audit findings and disallowable costs are resolved to the satisfaction of the CITY.

- E. Personnel. If before, during, or after the execution of this Contract, the CONTRACTOR has represented or represents to the CITY that certain personnel would or will be responsible for performing services pursuant to this Contract, then the CONTRACTOR is obligated to ensure that said personnel perform said Contract services to the maximum extent permitted by law. This Contract provision shall only be waived by written authorization by the CITY, and on a case-by-case basis.
- F. The CONTRACTOR shall notify the CITY, in writing, within ten (10) days of any changes in program personnel.

## **7. Records Retention**

The CONTRACTOR shall establish and maintain records in accordance with requirements prescribed by the CITY, with respect to all matters covered by this Contract. Except as otherwise authorized by the CITY, the CONTRACTOR shall retain such records for a period of six (6) years after receipt of the final payment under this Contract or termination of this Contract.

## **8. Notices**

Except for routine operational communications, which may be delivered personally or transmitted by electronic mail or facsimile, all notices required hereunder shall be

in writing and shall be deemed to have been duly given if delivered personally or mailed first-class mail, postage prepaid, to the parties at the following addresses:

CITY	CONTRACTOR
Nadia Chandler Hardy, Director Neighborhood & Community Services 747 Market St., Room 836 Tacoma, WA 98402	Susan Adams, Executive Director 718 Court E Tacoma, WA 98402
Phone: 253.591.5133	Phone: 253. 798.4302
E-mail: nadia.chandlerhardy@cityoftacoma.org	E-mail: sadams@co.pierce.wa.us

## 9. Termination and Suspension

- A.** Either party may terminate this Contract at any time, with or without cause, by giving thirty (30) business days written notice to the other party. In the event of termination, all finished and unfinished work prepared by the CONTRACTOR pursuant to this Contract shall be provided to the CITY. In the event CITY terminates this Contract due to the CITY's own reasons and without cause due to the CONTRACTOR's actions or omissions, the CITY shall pay the CONTRACTOR the amount due for actual work and services necessarily performed under this Contract up to the effective date of termination, not to exceed the total compensation set forth herein.
- B.** The CITY may suspend this Contract, at its sole discretion, upon seven (7) business day's written notice to the CONTRACTOR. Such notice shall indicate the anticipated period of suspension. Any reimbursement for expenses incurred due to the suspension shall be limited to the CONTRACTOR'S reasonable expenses and shall be subject to verification. The CONTRACTOR shall resume performance of services under this Contract without delay when the suspension period ends.
- C.** Termination or suspension of this Contract by CITY shall not constitute a waiver of any claims or remaining rights the CITY may have against CONTRACTOR relative to performance hereunder.
- D.** If the CONTRACTOR is in default of its performance of this Contract, the CITY may, in its sole discretion, provide the CONTRACTOR with written notice of the need for corrective action. Such notice shall indicate the reason(s) the CONTRACTOR is in default of this Contract and shall provide the CONTRACTOR with at least 15 calendar days to cure its default status. The time period for corrective action may be extended in writing by mutual agreement of the parties. The intent of this provision is for the CONTRACTOR to maintain the continuity of its services provided under this

Contract during the corrective action period. Upon the expiration of the corrective action period, the CITY may proceed to terminate this Contract if, in its sole discretion, it determines that the CONTRACTOR has failed to cure its default status. Nothing in this section shall modify, restrict, impede, or impair the CITY'S right to terminate this Contract pursuant to section 9(A) above.

## **10. Taxes, Licenses and Permits**

- A.** The CONTRACTOR acknowledges that it is responsible for the payment of all charges and taxes applicable to the services performed under this Contract, and the CONTRACTOR agrees to comply with all applicable laws regarding the reporting of income, maintenance of records, and all other requirements and obligations imposed pursuant to applicable law. If the CITY is assessed, made liable, or responsible in any manner for such charges or taxes, the CONTRACTOR agrees to hold the CITY harmless from such costs, including attorney's fees.
- B.** In the event the CONTRACTOR fails to pay any taxes, assessments, penalties, or fees imposed by any governmental body, including a court of law, then the CONTRACTOR authorizes the CITY to deduct and withhold or pay over to the appropriate governmental body those unpaid amounts upon demand by the governmental body. It is agreed that this provision shall apply to taxes and fees imposed by City ordinance. Any such payments shall be deducted from the CONTRACTOR'S total compensation.
- C.** The CONTRACTOR, at its expense, shall obtain and keep in force any and all necessary licenses and permits.

## **11. Indemnification**

- A.** The CONTRACTOR shall indemnify, defend, and hold harmless the CITY, its officials, officers, agents, employees, and volunteers, from any and all claims, demands, damages, lawsuits, liabilities, losses, liens, expenses and costs arising out of the subject matter of this Contract; provided that this provision shall not apply to the extent that damage or injury results from the fault of the CITY, or its officers, agents, or employees. The term "fault" as used herein shall have the same meaning as set forth in RCW 4.22.015, as that statute may hereafter be amended.
- B.** The CONTRACTOR specifically assumes potential liability for actions brought by the CONTRACTOR'S own employees against the CITY and, solely for the purpose of this indemnification and defense, the CONTRACTOR specifically waives any immunity under the state industrial insurance law, Title 51 RCW. **THE CONTRACTOR RECOGNIZES THAT THIS WAIVER WAS THE SUBJECT OF MUTUAL NEGOTIATION.**

- C. This indemnification shall extend to and include attorneys' fees and the cost of establishing the right of indemnification hereunder in favor of the CITY. This indemnification shall survive the termination of this Contract.

## **12. Insurance**

Pierce County, which administers the Crystal Judson Family Justice Center (FJC), is a self-insured municipality, and any claims or litigation involving activities of FJC's employees, officers and agents will be handled under that self-insurance program as a claim or litigation against Pierce County and no other liability coverage is required.

## **13. Nondiscrimination Generally.**

The CONTRACTOR agrees to take all steps necessary to comply with all federal, state, and City laws and policies regarding non-discrimination and equal employment opportunities. The CONTRACTOR shall not discriminate in any employment action or provision of services because of race, religion, creed, color, national origin or ancestry, sex, gender identity, sexual orientation, age, marital status, familial status, veteran or military status, the presence of any sensory, mental or physical disability or the use of a trained dog guide or service animal by a person with disabilities. Moreover, CONTRACTOR shall not discriminate in the provision of services because of sexual orientation, including gay, lesbian, bisexual or transgender status. In the event of non-compliance by the CONTRACTOR with any of the non-discrimination provisions of this Contract, the CITY shall be deemed to have cause to terminate this Contract, in whole or in part.

## **14. Restrictions on Religious Identifications, Activities or Discrimination**

The CONTRACTOR expressly agrees that:

- A. It will not discriminate against any employee or applicant for employment on the basis of religion and will not limit employment or give preference in employment to persons on the basis of religion.
- B. It will not discriminate against any person applying for such public services on the basis of religion and will not limit such services or give preference to persons on the basis of religion.
- C. It will provide no religious instruction or counseling, conduct no religious worship or services (not including voluntary nondenominational prayer before meetings), engage in no religious proselytizing, and exert no other religious influence in the provision of such public services.

## **15. Conflict of Interest**



No officer, employee or agent of the City, nor any member of the immediate family of any such officer, employee or agent as defined by City ordinance, shall have any personal financial interest, direct or indirect, in this Contract, either in fact or in appearance. The CONTRACTOR shall comply with all federal, state and City conflict of interest laws, statutes and regulations. The CONTRACTOR represents that the CONTRACTOR presently has no interest and shall not acquire any interest, direct or indirect, in the program to which this Contract pertains which would conflict in any manner or degree with the performance of the CONTRACTOR'S services and obligations hereunder. The CONTRACTOR further covenants that, in performance of this Contract, no person having any such interest shall be employed. The CONTRACTOR also agrees that its violation of the CITY'S Code of Ethics contained in Chapter 1.46 of the Tacoma Municipal Code shall constitute a breach of this Contract subjecting the Contract to termination.

#### **16. Restrictions on Political Use of Funds**

None of the funds, materials, property or services provided directly or indirectly in this Contract shall be used in the performance of this Contract for any partisan political activity or to further the election or defeat of any candidate for public office. None of the funds provided under this Contract shall be used for publicity or propaganda purposes designed to support or defeat legislation pending before the U.S. Congress or any State or Local legislative bodies.

#### **17. Homeless Service System**

- A.** CONTRACTORS that serve households at risk of, or experiencing, homelessness will participate in CITY efforts to improve the system of services which prevent homelessness and/or quickly return persons experiencing homelessness to housing. This will include, but not be limited to, participation in a tailored services assessment with City and/or Pierce County Community Connections staff and the development of a technical assistance plan and active effort to implement agreed upon changes that will improve the overall delivery of services.
- B.** CONTRACTORS that serve homeless populations, except those providing services to or whose facility's primary function is providing services to victims of domestic violence, will work with the Pierce County Community Connections to implement and participate in a local Homeless Management Information System (HMIS), in accordance with the Federal Register, Volume 69, Number 146, dated Friday, July 30, 2004, pages 45,888 through 45,934 {Homeless Management Information Systems (HMIS): Data and Technical Standards Final Notice}.
- C.** The CONTRACTOR will notify the CITY Human Services Contract and Program Auditor if issues of concern in the implementation of and

participation in HMIS cannot be resolved between Pierce County Community Connections and the CONTRACTOR. This will not alleviate CONTRACTOR's obligation to comply with reporting obligations.

## **18. Community and Neighborhood Relations**

- A. CONTRACTORS with facilities in the City of Tacoma will provide the Neighborhood Council(s) corresponding to CONTRACTOR's physical location with the following information at the beginning of the contract period:**
  - i. Name, location, and description of programs funded under this contract
  - ii. List of agency Board of Directors
  - iii. Name, phone number, and e-mail address of point of contact for any inquiry regarding programs funded under this contract
  - iv. Written procedures for addressing grievances
  
- B. CONTRACTORS providing services to City of Tacoma residents outside the City of Tacoma will provide a neighborhood or community group corresponding to CONTRACTOR's physical location with the following information:**
  - i. Name, location, and description of programs funded under this contract
  - ii. List of agency Board of Directors
  - iii. Name, phone number, and e-mail address of point of contact for any inquiry regarding programs funded under this contract
  - iv. Written procedures for addressing grievances
  
- C. All CONTRACTORS will provide copies of the correspondence with Neighborhood Council(s) or community groups to the City of Tacoma Contract and Program Auditor, provided, however, CONTRACTOR shall not provide copy where correspondence involves identity of confidential services such as domestic violence.**
  
- D. Without limitation to the obligations set forth in paragraph 1.B—Scope of Services/Work above, CONTRACTORS must adhere to all land use and non-land use requirements implemented by the CITY.**
  
- E. CONTRACTORS operating housing programs must attend the CITY's Crime Free Housing training in accordance with the City of Tacoma Crime Free Housing program requirements.**

## **19. Background Checks and Employment Eligibility Verification**

The CONTRACTOR represents that the attorney who is currently performing the responsibilities addressed by this contract, or employees who have access to FJC clientele receiving services under this contract, has passed a criminal background check in accordance with applicable law, and the CONTRACTOR shall conduct criminal background checks on all new employees, interns, or

volunteers, or employees of subcontractors performing services under this contract who will or may have access to children and adults in accordance with RCW 43.43.832 through 43.43.834, as applicable, and Washington Administrative Code provisions implementing said statutes. The CONTRACTOR shall document on Form 1-9 the identity and employment eligibility of all employees performing services under this contract, and will incorporate in writing into any subcontract hereunder the requirements of this paragraph. Additionally, all employment will be verified for eligibility.

## **20. City Ownership of Work/Rights in Data and Publications**

- A.** To the extent that CONTRACTOR creates any Work subject to the protections of the Copyright Act (Title 17 U.S.C) in its performance of this Contract, CONTRACTOR agrees to the following: The Work has been specially ordered and commissioned by CITY. CONTRACTOR agrees that the Work is a "work made for hire" for copyright purposes, with all copyrights in the Work owned by CITY. To the extent that the Work does not qualify as a work made for hire under applicable law, and to the extent that the Work includes material subject to copyright, CONTRACTOR hereby assigns to CITY, its successors and assigns, all right, title and interest in and to the Work, including but not limited to, all patent, trade secret, and other proprietary rights and all rights, title and interest in and to any inventions and designs embodied in the Work or developed during the course of CONTRACTOR'S creation of the Work. CONTRACTOR shall execute and deliver such instruments and take such other action as may be required and requested by CITY to carry out, the assignment made pursuant to this section. Any documents, magnetically or optically encoded media, or other materials created by CONTRACTOR pursuant to this Contract shall be owned by CITY and subject to the terms of this section. To the maximum extent permitted by law, CONTRACTOR waives all moral rights in the Work. The rights granted hereby to CITY shall survive the expiration or termination of this Contract.
- B.** The CONTRACTOR shall be solely responsible for obtaining releases for the performance, display, recreation, or use of copyrighted materials.

## **21. Public Disclosure**

- A.** This Contract and documents provided to the CITY by CONTRACTOR hereunder are deemed public records subject to disclosure under the Washington State Public Records Act, Chapter 42.56 RCW (Public Records Act). Thus, the CITY may be required, upon request, to disclose this Contract and documents related to it unless an exemption under the Public Records Act or other laws applies. In the event CITY receives a request for such disclosure, determines in its legal judgment that no applicable exemption to disclosure applies, and CONTRACTOR has complied with the requirements

of sub-section B herein, CITY agrees to provide CONTRACTOR ten (10) days written notice of impending release. Should legal action thereafter be initiated by CONTRACTOR to enjoin or otherwise prevent such release, all expense of any such litigation shall be borne by CONTRACTOR, including any damages, attorney's fees or costs awarded by reason of having opposed disclosure. CITY shall not be liable for any release where notice was provided and CONTRACTOR took no action to oppose the release of information. Notice of any proposed release of information pursuant to Chapter 42.56 RCW, shall be provided to CONTRACTOR according to the "Notices" provision herein.

- B. If CONTRACTOR provides the CITY with records that CONTRACTOR considers confidential or proprietary, CONTRACTOR must mark all applicable pages of said record(s) as "Confidential" or "Proprietary." If CONTRACTOR fails to so mark record(s), then (1) the CITY, upon request, may release said record(s) without the need to satisfy the requirements of subsection A above; and (2) the CONTRACTOR expressly waives its right to allege any kind of civil action or claim against the CITY pertaining to the release of said record(s).

## **22. Duty of Confidentiality.**

- A. The CONTRACTOR shall preserve the privacy interests of FJC clientele in accordance with state law, including RCW 5.60.060(7); RCW 42.56.370; and RCW 70.123.075.
- B. The CONTRACTOR shall inform its employees, agents and subcontractors of the confidentiality obligations under this Contract and instruct them so as to ensure such obligations are met.
- C. This section shall survive for six (6) years after the termination or expiration of this Contract.
- D. CONTRACTOR shall ensure that the text of this section is included in each subcontractor's Contract pertaining to the Scope of Services hereunder for work on the Project.

## **23. Dispute Resolution**

In the event of a dispute pertaining to this Contract, the parties agree to attempt to negotiate in good faith an acceptable resolution. If a resolution cannot be negotiated, then the parties agree to submit the dispute to voluntary non-binding mediation

before pursuing other remedies. This provision does not limit the CITY'S right to terminate authorized by this Contract.

#### **24. Miscellaneous Provisions**

- A. Governing Law and Venue.** Washington law shall govern the interpretation of this Contract. Pierce County shall be the venue of any mediation, arbitration or litigation arising out of this Contract.
- B. Assignment.** The CONTRACTOR shall not assign, subcontract, delegate, or transfer any obligation, interest or claim to or under this Contract or for any of the compensation due hereunder without the prior written consent of the CITY.
- C. No Third Party Beneficiaries.** This Contract shall be for the sole benefit of the parties hereto, and nothing contained herein shall create a contractual relationship with, or create a cause of action in favor of, a third party against either party hereto.
- D. Waiver.** A waiver or failure by either party to enforce any provision of this Contract shall not be construed as a continuing waiver of such provisions, nor shall the same constitute a waiver of any other provision of this Contract.
- E. Severability and Survival.** If any term, condition or provision of this Contract is declared void or unenforceable or limited in its application or effect, such event shall not affect any other provisions hereof and all other provisions shall remain fully enforceable. The provisions of this Contract, which by their sense and context are reasonably intended to survive the completion, expiration or cancellation of this Contract, shall survive termination of this Contract.
- F. Entire Agreement.** This Contract and the attached Exhibits, as modified herein, contain the entire agreement between the parties as to the services to be rendered hereunder. All previous and contemporaneous agreements, representations or promises and conditions relating to the subject matter of this Contract are superseded hereby. The Parties hereto mutually acknowledge, understand and agree that the terms and conditions set forth herein shall control and prevail over any conflicting terms and conditions stated in any attachments hereto.
- G. Modification.** Unless otherwise provided herein, no modification or amendment of this Agreement shall be effective unless set forth in writing and signed by the Parties.
- H. Authority to enter into this Contract.** The undersigned Contractor representative, by his/her signature below, represents and warrants that he/she is duly authorized to execute this legally binding Contract for and on behalf of Contractor.

**[THIS PART INTENTIONALLY LEFT BLANK. NEXT PAGE IS SIGNATURE PAGE.]**

IN WITNESS WHEREOF the parties hereto have accepted and executed this Contract as of the day and year first written above.

CITY OF TACOMA

CRYSTAL JUDSON FAMILY JUSTICE CENTER

\_\_\_\_\_  
T.C. Broadnax  
City Manager

\_\_\_\_\_  
Authorized Representative of  
Crystal Judson Family Justice Center

Print Name: \_\_\_\_\_

\_\_\_\_\_  
Nadia Chandler Hardy  
Neighborhood & Community Services  
Director

Title: \_\_\_\_\_

718 Court East  
Tacoma, WA 98402

\_\_\_\_\_  
Andy Cherullo  
Finance Director

Tax Identification Number: 916001359  
UBI Number: 279035495

SAP Number: \_\_\_\_\_

\_\_\_\_\_  
Saada Gegoux  
Risk Manager

Approved as to form and legality:

\_\_\_\_\_  
Debra Casparian  
Deputy City Attorney

Attest:

\_\_\_\_\_  
Doris Sorum  
City Clerk

### SCOPE AND SCHEDULE OF WORK

## 2015 GENERAL FUND

### Crystal Judson Family Justice Center

#### Scope of Services:

**Crystal Judson Family Justice Center** will conduct a program designed to meet the priority and goal of *Meet Basic Needs of Tacoma Residents: Interpersonal violence and abuse is reduced, including violence between spouses and partners, elder abuse and child abuse* and criteria established in the City of Tacoma's Human Services Strategic Plan. The program will be in compliance with all applicable requirements set forth by the City in its funding philosophy and policies.

The objectives of the Family Justice Center are to 1) reduce the number of domestic violence cases that go unreported in Tacoma, Pierce County and any other participating jurisdiction; 2) ensure domestic violence perpetrators are prosecuted; 3) coordinate and consolidate existing community resources to better serve victims of domestic violence; and 4) offer appropriate civil legal assistance to victims of domestic violence.

As part of the partnership an inter-local was entered into with Pierce County and the City of Tacoma to ensure the *Essential Expenditures/Functions; which consist of the lease costs of the facility and the salaries of the Executive Officers*. For the year 2015 the anticipated amount Tacoma is responsible for *Essential Expenditures and Functions* is \$350,000.

As part of the City's commitment to reduce the rate of domestic violence in Tacoma, the program will be required to participate in the DV Service Providers System Review Committee. There will be data collected by the Crystal Judson Family Justice Center in order to assist the City with identifying gaps in the amount of services provided and/or services provided in the community. Along with providing data the City looks forward to the partnership and work towards a stronger continuum of the communities' domestic violence services offered.

<b>Location of service delivery:</b>	718 Court E, Tacoma, WA 98402
<b>Time of service:</b>	Mon-Fri, 8:30am to 4:30pm
<b>Duration of service:</b>	Year round
<b>Target group:</b>	(1) Victims of domestic violence and their children
<b>Income level:</b>	No income limit
<b>Service area:</b>	County-wide

This program will provide quarterly documentation in the form of:



**Outputs**

Total number of client visits to the FJC

Total number of unduplicated clients visiting the FJC

Copy of the FJC Service Data

**Payments**

This contract shall be paid on a monthly basis upon receipt of an invoice. The payments will be 12 evenly divided payments of the total amount of the contract.

**Annual Budget**

<b>Essential Expenditures/Functions</b>	<b>\$350,000</b>
<b>Total</b>	<b>\$350,000</b>

