

**PROFESSIONAL SERVICES AGREEMENT  
BETWEEN  
THE CITY OF NEW ORLEANS  
AND  
ALTERNATIVE SOLUTIONS ASSOCIATES, INC.**

THIS AGREEMENT, made and entered into this 9th day of January, 2009, by and between the City of New Orleans, herein represented by Jacquelyn Brechtel Clarkson, Council President (hereinafter referred to as "the City"), and Alternative Solutions Associates, Inc., herein represented by Kevin Warwick, (hereinafter referred to as "Contractor"), witnesses that,

**WHEREAS**, Metropolitan Human Services District, the Louisiana Department of Corrections and the City of New Orleans have partnered to implement the New Orleans Day Reporting Center (NODRC); and

**WHEREAS**, Metropolitan Human Services District and the Louisiana Department of Corrections are funding all operating expenses associated with implementing the NODRC, and the Criminal Justice Committee of the Council of the City of New Orleans is providing professional services in the form of technical assistance for the NODRC; and

**WHEREAS**, the City desires to engage Alternative Solutions Associates, Inc. to assist the Criminal Justice Committee of the Council of the City of New Orleans to provide technical assistance to the New Orleans Day Reporting Center (NODRC); and

**WHEREAS**, Alternative Solutions Associates, Inc. (ASAI), whose address is 18 Devlin Drive, Chicopee, MA 01020 is fully qualified and experienced to perform the services desired by the Council; and

**WHEREAS**, the Council has authorized a contract with the Contractor by Motion M-08-644, on November 20, 2008;

**NOW THEREFORE**, the City of New Orleans and the Contractor, for the consideration and under the conditions set forth, agree as follows:

**1. CONTRACTED SERVICES:**

- A. **Staff Training:** ASAI will provide initial training regarding case management, review of best practice day reporting center models and mission statements, teamwork development, policy and procedures, and other needed topics as determined by program supervisors. During this process, key employees of NODRC partner agencies (Metropolitan Human Services, Inc. and Louisiana Department of Corrections, Department of Probation and Parole) will be offered this training as well.
- B. **Policy Development:** ASAI will provide assistance in the development of program policies and procedures, including provision of electronic copies, to the program director and staff. Policies and procedures will be tailored to the NODRC using input from the program staff.
- C. **Program Handbook:** ASAI will work with the NODRC staff to develop a program handbook that outlines all the program rules. This will require work with key agencies. In addition to NODRC staff, collaboration on the program handbook will include participation from partnering agencies Metropolitan Human Services District and the Louisiana Department of Corrections.
- D. **Funding Review and Program Expansion:** ASAI will provide assistance in the pursuit of ongoing funding options to enhance and expand program operations and clientele. ASAI will assist in the development of reports and provide recommendations to this end.

2. **FEES:** The City will pay the Contractor \$110.00/hour to perform the contracted services.

The City will also reimburse the contractor for approved out-of-pocket costs including costs for photocopying, messenger and delivery services, computerized research, travel, long-distance telephone and telecopy and search and filing fees. The maximum sum payable under this Agreement is \$45,000.00. The Contractor shall submit to the City a detailed monthly invoice for payment for services provided.

3. **FURTHER PROVISION:** The City and the Contractor bind themselves under the Additional Terms and Conditions attached hereto.

4. **AMENDMENT:** This agreement is not modified except by written amendment executed by the parties hereto.

IN WITNESS WHEREOF the parties hereto have made and executed this Agreement effective the day and year first above written:

IN WITNESS WHEREOF: CITY OF NEW ORLEANS

\_\_\_\_\_  
*Jacquelyn Brechtel Clarkson*  
BY: JACQUELYN BRECHTEL CLARKSON  
COUNCIL PRESIDENT

IN WITNESS WHEREOF: ALTERNATIVE SOLUTIONS ASSOCIATES, INC.

*Samantha McKeon* 1/16/09 *Kevin Warwick* 9-18-2009  
\_\_\_\_\_  
By: KEVIN WARWICK  
18 DEVLIN DRIVE  
CHICOPEE, MA 01020

*Lisa LePage* 1/16/09  
\_\_\_\_\_

Tax ID No.: 200199949

APPROVED: *Victoria Hines*  
\_\_\_\_\_  
LAW DEPARTMENT

**ATTACHMENT**  
**ADDITIONAL TERMS AND CONDITIONS**

**PROFESSIONAL SERVICES AGREEMENT**

BETWEEN

THE CITY OF NEW ORLEANS (“City”)

AND

ALTERNATIVE SOLUTIONS ASSOCIATES, INC. (“Contractor”)

1. **EQUAL EMPLOYMENT OPPORTUNITY:** In all hiring or employment made possible by, or resulting from this contract, there (1) will not be any discrimination against any employee or applicant for employment because of race, color, religion, gender, age, physical or mental disability, national origin, sexual orientation, creed, culture, or ancestry, and (2) where applicable, affirmative action will be taken to ensure that the Contractor's employees are treated during employment without regard to their race, color, religion, gender, age, physical or mental disability, national origin, sexual orientation, creed, culture, or ancestry. This requirement shall apply to, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship. All solicitations or advertisements for employees shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, gender, age, physical or mental disability, national origin, sexual orientation, creed, culture, or ancestry.

2. **ASSIGNABILITY:** The Contractor shall not assign any interest in this agreement and shall not transfer any interest in the same without prior written consent of the City of New Orleans.

3. **CONFLICT OF INTEREST:** In the interest of ensuring that efforts of the Contractor do not conflict with the interests of the City, and in recognition of the Contractor's responsibility to the City, the Contractor agrees to decline any offer of employment if its independent work on behalf of the City is likely to be adversely affected by the acceptance of such employment. The initial determination of such a possibility rests with the Contractor. It is incumbent upon the Contractor to notify the City and provide full disclosure of the possible effects of such employment on the Contractor's independent work in behalf of the City. Final decision on any disputed offers of other employment for the Contractor shall rest with the City.

4. **INDEMNIFICATION:** The Contractor shall indemnify and save the City harmless against any and all claims, demands, suits, judgments of sums of money to any party accruing against the City for loss of life or injury or damage to persons or property growing out of, resulting from, or by reason of any act or omission or the operation of the Contractor, its agents, servants or employees while engaged in or about or in connection with the discharge or performance of the services to be done or performed by the Contractor hereunder and shall also hold the City harmless from any and all claims and/or liens for labor, services, or materials furnished to the Contractor in connection with the performance of its obligation under this Agreement.

5. **ACKNOWLEDGMENT OF EXCLUSION OF WORKER'S COMPENSATION COVERAGE:** Contractor herein expressly agrees and acknowledges that it is an independent contractor as defined in R.S. 23:1021 (6) and as such, it is expressly agreed and understood between the parties hereto, in entering into this services agreement, that the City of New Orleans shall not be liable to the Contractor for any benefits or coverage as provided by the Workmen's Compensation Law of the State of Louisiana, and further, under the provisions of R.S. 23:1034 anyone employed by the Contractor shall not be considered an employee of the City for the purpose of Worker's Compensation coverage.

6. ACKNOWLEDGMENT OF EXCLUSION OF UNEMPLOYMENT COMPENSATION COVERAGE: Contractor herein expressly declares and acknowledges that it is an independent contractor, and as such is being hired by the City under this agreement for hire as noted and defined in R.S. 23:1472 (E), and therefore, it is expressly declared and understood between the parties hereto, in entering into this services agreement, or agreement for hire, and in connection with unemployment compensation only, that:

a. Contractor has been and will be free from any control or direction by the City over the performance of the services covered by this contract; and

b. Services to be performed by Contractor are outside the normal course and scope of the City's usual business; and

c. Contractor has been independently engaged in performing the services listed herein prior to the date of this agreement.

Consequently, neither Contractor nor anyone employed by Contractor shall be considered an employee of the City for the purpose of unemployment compensation coverage, the same being hereby expressly waived and excluded by the parties hereto.

7. WAIVER OF SICK AND ANNUAL LEAVE BENEFITS: It is expressly agreed and understood between the parties entering into this services agreement that the Contractor, acting as an independent agent, shall not receive any sick and annual leave benefits from the City of New Orleans.

8. JURISDICTION: The Contractor hereby consents and yields to the jurisdiction of the State Civil Courts of the Parish of Orleans, and does hereby formally waive any pleas of jurisdiction on account of the residence elsewhere of the Contractor.

9. DURATION: The services to be provided under the terms of this agreement shall begin on January 9, 2009 and shall end no later than December 31, 2009. It is understood and acknowledged by all signers to this Agreement that work described under these terms is to be accomplished during the time period specified herein. The terms, conditions and duration of this agreement may be modified by an executed, written amendment to this Agreement.

10. EXTENSION: This agreement may be extended at the option of the City, provided that funds are allocated by the Council of the City of New Orleans and the extension of the agreement facilitates the continuity of services provided herein. This agreement may be extended by the City on an annual basis for no longer than five one year periods.

11. CANCELLATION: Either party to this contract may terminate the agreement at any time during the term of the agreement by giving the other party written notice of said intention to terminate at least (30) days before the date of termination.

12. SOLICITATION: The Contractor has not employed or retained any company or person, other than a bona fide employee working solely for him, to solicit or secure the subject contract. The Contractor has not paid or agreed to pay any person, other than a bona fide employee working for him, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the subject contract.

13. AUDIT AND OTHER OVERSIGHT: The Contractor understands and will abide by all

MOTION

M-08-644

CITY HALL: November 20, 2008

BY: COUNCILMEMBERS  CARTER,  CLARKSON AND  FIELKOW

**WHEREAS**, the Council of the City of New Orleans is committed to making New Orleans a safer city and rebuilding an effective, efficient and just criminal justice system through progressive and innovative best practices; and

**WHEREAS**, a Day Reporting Center is a community corrections approach that is widely acknowledged as a best practice; and

**WHEREAS**, a Day Reporting Center is an alternative sanction designed to provide comprehensive services to individuals and improve the re-entry of ex-offenders into the broader community, and;

**WHEREAS**, the Criminal Justice Leadership Alliance seeks to reduce the reliance on incarceration for those individuals who do not pose a risk to public safety and increase the number of available alternatives to incarceration; and

**WHEREAS**, Baptist Community Ministries and the Council of the City of New Orleans provided matching funds for a New Orleans Day Reporting Center (NODRC) planning grant; and

**WHEREAS**, the NODRC planning effort is complete and the project is now ready for pilot implementation, and;

**WHEREAS**, during the pilot year the NODRC will serve probation and parole technical violators, and funding has been secured through the Louisiana Department of Corrections, the Louisiana Office for Addictive Disorders, and Metropolitan Human Services District; and;

**WHEREAS**, the Council of the City of New Orleans authorized the issuance of a

Request for Qualifications (RFQ), pursuant to Council Rule 45, "Competitive Selection Process for Professional Services Contracts," *Rules and Regulations of the Council of the City of New Orleans*, for a consultant to provide the requisite technical assistance to the NODRC one-year pilot program; and

**WHEREAS**, Alternative Solutions, Inc. and Justice Concepts, Inc. have timely responded to the RFQ; and

**WHEREAS**, the Criminal Justice Committee of the Council of the City of New Orleans has reviewed the qualifications of each of the submissions and recommended approval of the proposal by Alternative Solutions Associates, Inc. to provide technical assistance to the NODRC pilot program; and

**WHEREAS**, the City Council allocated funding in the City of New Orleans 2008 Budget for "Justice Innovation" projects, such as this; now therefore

**BE IT MOVED BY THE COUNCIL OF THE CITY OF NEW ORLEANS**, that the Council President is authorized and requested to sign a contract with Alternative Solutions Associates, Inc. to provide expert technical assistance to the New Orleans Day Reporting Center, with the total amount of compensation not to exceed \$45,000.

**THE FOREGOING MOTION WAS READ IN FULL, THE ROLL WAS CALLED ON THE ADOPTION THEREOF AND RESULTED AS FOLLOWS:**

**YEAS:** Carter, Clarkson, Fielkow, Head, Hedge-Morrell, Midura - 6

**NAYS:** 0

**ABSENT:** Willard (Official City Business) - 1

**AND THE MOTION WAS ADOPTED.**

\\cno-file01\userdata\home\NHV\VanDyke\PUBLIC SAFETY\DAY REPORTING CENTER\motion for Alt Solns Assoc contract 11 08.doc

**THE FOREGOING IS CERTIFIED  
TO BE A TRUE AND CORRECT COPY**

  
\_\_\_\_\_  
**CLERK OF COUNCIL**