



ADDENDUM #1

RFP 21-005

**Probation Services**

This addendum is being issued to address questions submitted on RFP 21-005.

**Q1.** In reference to 2.2.9 Community Service Hours (pages 11 & 12), we have all offenders' sign a release of liability agreement that provides us and the City with release from liability for any accidents that may occur. Would providing the City a copy of this executed agreement for every community service worker be allowed in lieu of the offender obtaining special risk accident insurance?

**A1.** Potentially yes. Once the contractor is determined, such a liability waiver could be presented to the City and reviewed by the City Attorney for a final answer.

**Q2.** In reference to 2.2.16 Collection of Fees (pages 13), as the City is aware the only method we have for funding our operation are the fees paid by offenders. The provision stating, "Contractor acknowledges and agrees that probationers shall satisfy all court ordered fines, victim restitution, and court costs prior to Contractor collecting probation fees" would make it impossible for us to financially support our operation. Would the City consider amending this provision to, "Contractor will state the priority in which probationers will satisfy court ordered fines, victim restitution, court costs and probation fees"?

**A2.** The City understands the contractor's funding is based on fees. However, taking their entire fee initially will not be accepted. If the agreed upon settled amount is paid, distribution shall be as normal with fines, court cost, restitution, and any state fees paid, then the contractor's amount. If the probationer pays less than agreed upon, a 50/50 rule shall apply where the City and the contractor both incur a negative reimbursement or a loss.

This addendum should be signed and returned with your proposal.

James Elrod  
Accounting Manager

Company Name \_\_\_\_\_

Authorized Representative \_\_\_\_\_