

**City of Missoula  
Administration and Finance Committee Agenda**

**Date:** December 4, 2019, 11:25 AM - 12:20 PM  
**Location:** City Council Chambers  
140 W. Pine Street, Missoula , MT  
**Members:** Stacie Anderson, Mirtha Becerra, Heather Harp, Jordan Hess, Gwen Jones, Julie Merritt,  
Jesse Ramos, Bryan von Lossberg, Heidi West, Michelle Cares

If anyone attending this meeting needs special assistance, please provide 48 hours advance notice by calling the City Clerk Office at 406-552-6079.

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**Pages**

**1. ADMINISTRATIVE BUSINESS**

1.1 Roll Call

1.2 Approval of the Minutes

**2. PUBLIC COMMENT ON ITEMS NOT ON THE AGENDA**

**3. COMMITTEE BUSINESS**

3.1 Frequent Utilizer System Engagement Contract for Services with Partnership Health Center Eran Pehan 1

**Recommended motion:**

Approve and authorize the Mayor to sign an agreement with Partnership Health Center for two year funding not to exceed \$150,000 to provide Frequent Utilizer System Engagement services.

3.2 National Institute of Health Research Contract with the University of Montana Eran Pehan 12

**Recommended motion:**

Approve and authorize the Mayor to sign an agreement with the University of Montana not to exceed \$34,774.00 to provide research for the National Institute of Health grant funded project within the new public library.

**3.3 Missoula City Council – Proposed Code of Ethics for Elected Officials and Board and Commission Members**

Heather Harp

19

**Recommended motion:**

Approve the proposed code of ethics for City of Missoula elected officials and members of boards and commissions

**4. ADJOURNMENT**



**City of Missoula, Montana**  
**Item to be Referred to City Council Committee**

**Committee:** Administration and Finance  
**Item:** Frequent Utilizer System Engagement Contract for Services with Partnership Health Center  
**Date:** November 18, 2019  
**Sponsor(s):** Eran Pehan  
**Prepared by:** Eran Pehan  
**Ward(s) Affected:**  
 Ward 1                       Ward 4  
 Ward 2                       Ward 5  
 Ward 3                       Ward 6  
 All Wards                       N/A

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**Action Required:**  
Vote to approve a contract for services with Partnership Health Center.

**Recommended Motion(s):**  
I move the City Council: Approve and authorize the Mayor to sign an agreement with Partnership Health Center for two year funding not to exceed \$150,000 to provide Frequent Utilizer System Engagement services.

**Timeline:**  
Referral to committee: November 18, 2019  
Committee discussion: December 4, 2019  
Council action (or sets hearing): December 9, 2019  
Public Hearing: n/a  
Deadline: n/a

**Background and Alternatives Explored:**  
The Missoula FUSE Collaborative, facilitated the the City of Missoula's Office of Housing and Community Development, is proposing a three phase approach to provide housing and wrap around services to 53 identified frequent utilizers over the next three years. This three phase approach implements a scattered site housing model with mobile services; a cluster site housing model with on- site and mobile services; and a stand-alone facility that incorporates housing with on-site medical and behavioral health services.

Funding awarded by the Montana Health Care Foundation (MHCF) will allow us to pilot the service delivery model. This initial investment of \$150,000 will leverage tens of millions of dollars in subsequent years as the community constructs two housing developments to support FUSE participants.

**Financial Implications:**  
All contracted services are funded through a grant from the Montana Health Care Foundation.

**Links to external websites:**

**CONTRACT AGREEMENT FOR SERVICES**  
**between**  
**the City of Missoula**  
**and Partnership Health Center**  
**for Frequent Utilizer System Engagement (FUSE) Services**

This Contract is entered into this \_\_\_ day of November, 2019, by and between the City of Missoula, Montana, herein referred to as the "City," or "Owner" and Partnership Health Center whose address is 401 Railroad Street, herein referred to as the "Contractor" or "Vendor."

Witnesseth:

WHEREAS, the City desires to engage the Contractor and enter into agreement with the contractor to provide FUSE Services, further defined under SCOPE OF SERVICES.

WHEREAS, the City has complied with the State, Federal, and local procurement requirements regarding the selection of contractors;

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

1. EMPLOYMENT OF CONTRACTOR. Contractor agrees to perform the scope of services referenced in this agreement, which may be referenced and portions of which may be incorporated by reference into this Agreement. Services to be performed under this Agreement shall commence upon the date specified in the SCOPE OF SERVICES and shall remain in full force and effect unless formally modified or terminated by written notice, or until all project is completed and accepted by the Owner.
2. INDEPENDENT CONTRACTOR. It is understood by the parties hereto that the Contractor is an independent contractor and that neither its principals nor its employees, if any, are employees of the City for purposes of tax, retirement system, or social security (FICA) withholding. It is further understood that pursuant to section 39-71-401, MCA, the Contractor has obtained, and will maintain at its expense for the duration of this Contract, coverage in a workers' compensation plan for its principals and employees for the services to be performed hereunder.
3. LIAISON. The City's designated liaison with the Contractor is Theresa Williams, with the City of Missoula. The Contractor's designated liaison with the City is Mary Jane Nealon, with Partnership Health Center.
4. SCOPE OF SERVICES. The Contractor will support the City's efforts to establish FUSE services in the community by hiring a FUSE Coordinator. The FUSE Coordinator will be responsible for the development, implementation, and ongoing maintenance of the FUSE

Program and works closely with the Missoula Supportive Housing Collaborative, a core group of committed partners who help guide the program, resolve problems and foster successes. The FUSE Coordinator will also provide direct services as needed and coordinates and oversees the FUSE Program mobile and clinic-based services. The FUSE Coordinator supports the program to engage individuals in outreach services, link participants to treatment providers, and fulfill documentation and outcome requirements of the program. A full Scope of Work can be found in Attachment B.

5. COMPENSATION. For the satisfactory completion of the activities list in the SCOPE OF SERVICES the City will pay the Contractor the sum not to exceed \$150,000 for work performed between the November 1, 2019 and October 31, 2021. The City agrees to pay the Contractor in monthly or quarterly installments. The first installment may be made in advance of the program start date, to ensure adequate delivery of service.
6. CONFLICT OF INTEREST. The Contractor covenants that it presently has no interest and will not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of its services hereunder. The contractor further covenants that, in performing this Contract, it will employ no person who has any such interest.
7. MODIFICATION AND ASSIGNABILITY OF CONTRACT. This Contract contains the entire agreement between the parties, and no statements, promises, or inducements made by either party, or agents of either party, who are not contained in the written Contract, are valid or binding. This Contract may not be enlarged, modified or altered except upon written agreement signed by both parties hereto. The Contractor may not subcontract or assign its rights, including the right to compensation, or duties arising hereunder without the prior written consent of the City. Any subcontractor or assignee will be bound by all of the terms and conditions of this contract.
8. TERMINATION OF CONTRACT. This Contract may be terminated as follows:
  - (a) Termination due to loss of funding. This Contract will terminate, in whole or in part, at the discretion of the City in the event that the funds for the project are withdrawn. In this event, the City will give the Contractor advance written notice which sets forth the effective date of the termination and explain that the termination is due to a loss of Project funding.
  - (b) Termination for cause.
    - (i) If, at any time before the date of completion, one of the parties determines that the other party has failed to comply with any of the terms and conditions of this Contract, the aggrieved party may give notice, in writing, to the defaulting party of any deficiencies claimed. The notice

will be sufficient for all purposes if it describes the default in general terms. If the defaulting party fails to cure and correct all defaults claimed within a reasonable period to be specified in the notice, the aggrieved may, with no further notice, declare this Contract to be terminated in whole or in part.

- (ii) If the Contractor is the defaulting party, it will thereafter be entitled to receive payment for those services satisfactorily performed to the date of termination less the amount of reasonable damages suffered by the City by reason of the Contractor's failure to comply with the contract's terms and conditions.
- (iii) If the City is the defaulting party it will pay the Contractor for those services satisfactorily performed to the date of termination plus the amount of reasonable damages suffered by the Contractor by reason of the City's failure to comply with the contract's terms and conditions.
- (iv) Notwithstanding the above, the defaulting party is not relieved of liability to the aggrieved party for damages sustained by the aggrieved party by virtue of any breach of this contract.
- (v) If the Contractor is the defaulting party, the City may withhold any payments to the Contractor for purposes of setoff until the exact amount of damages due the City from the Contractor is determined.

9. Davis-Bacon Act of 1931. If any construction, repair or alteration activities will take place, the Contractor and any subcontractors must comply with the prevailing wage rate requirements under the Montana Prevailing Wage Law (Little Davis-Bacon).
10. CIVIL RIGHTS ACT OF 1964. The Contractor will abide by the provisions of the Civil Rights Act of 1964 which states that under Title VI, no person may, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.
11. NONDISCRIMINATION. The Contractor will not discriminate against any employee or applicant for employment on the basis race, ancestry, color, physical or mental disability, religion, national origin, sex, age, marital or familial status, creed, ex-offender status, physical condition, political belief, public assistance status or sexual orientation, gender identity or expression, except where these criteria are reasonable bona fide occupational qualifications and as described in **Attachment A** of this contract.

12. COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT (ADA). Contractor shall comply with any applicable provisions of the AMERICANS WITH DISABILITIES ACT with respect to the performance of this contract. Contractor shall incorporate or communicate the intent of the following statement in all publications, announcements, video recordings, course offerings or other program outputs:  
“Contractor will provide reasonable accommodations for any known disability that may interfere with a person in participating in any service, program or activity offered by the Contractor. In the case of documents, recordings or verbal presentations, alternative accessible formats will be provided. For further information call the Contractor.”
13. EVIDENCE OF WORKERS COMPENSATION COVERAGE. Contractor hereby certifies that Contractor is covered by a Workers' Compensation insurance program with either the State of Montana, a private insurance carrier, or an approved self-insurance plan in accordance with Montana State law and that the City has no liability for Contractor's worker's compensation insurance or claims or that the Contractor has received a waiver of such coverage from the State of Montana. If the Contractor has not received a waiver from such coverage, the Contractor shall provide evidence of such coverage to the City prior to the City's validation of the agreement.
14. AFFIRMATIVE ACTION. The Contractor, subcontractors, subgrantees, and other firms doing business with the City of Missoula or any agency connected with the City of Missoula must be in compliance with the City of Missoula's Affirmative Action Plan and Title 49, MCA or forfeit the right to continue such business dealings. See **Attachment A**.
15. COMPLIANCE WITH OTHER FEDERAL, STATE, COUNTY, AND MUNICIPAL LAWS. Contractor shall obey all other laws, ordinances, regulations and rules of the Federal, State, County and Municipal governments which may be applicable to its operations. Said laws include, but are not limited to, the Equal Employment Opportunity laws, the Fair Labor Standards Act, and Occupational Safety and Health Administration (OSHA). Any violation of applicable law shall constitute a breach of this Agreement and Contractor shall hold the City harmless from any and all liability arising out of, or in connection with, said violations including any attorney's fees and costs incurred by the City as a result of such violation.
16. OWNERSHIP AND PUBLICATION OF MATERIALS. All records, drawings, reports, information, data, and other materials prepared by the Contractor pursuant to this Contract are the property of the City, which has the exclusive and unrestricted authority to release, publish or otherwise use, in whole or part, information relating thereto. No material produced in whole or in part under this Contract may be copyrighted or patented in the United States or in any other country without the prior written approval of the City.
17. REPORTS AND INFORMATION. The Contractor will maintain accounts and records, including personnel, property and financial records, adequate to identify and account for all costs pertaining to this Contract and such other records as may be deemed necessary by the City to assure proper accounting for all project funds, both federal and non-federal

shares. These records will be made available for audit purposes to the City or its authorized representative, and will be retained for three years after receipt of final payment for the services rendered under this Contract unless permission to destroy them is granted by the City.

18. ACCESS TO RECORDS. It is expressly understood that the Contractor's records relating to this Contract will be available during normal business hours for inspection by the City, the U.S. Comptroller General, and, when required by law, the Montana Legislative Auditor and Legislative Fiscal Analyst.
19. PLACE OF PERFORMANCE, CONSTRUCTION, AND VENUE. The parties understand and agree that performance of this contract is in the City of Missoula and that in the event of litigation concerning it, venue is the Fourth Judicial District in and for the County of Missoula, State of Montana. This Contract will be construed under and governed by the laws of the State of Montana.
20. INDEMNIFICATION. Contractor shall defend, indemnify and hold harmless the City, its employees and agents, from all claims, liabilities, causes of action or judgments, including costs and attorney fees, asserted by or awarded to third parties as a result of any negligent action or omission or willful misconduct of Contractor, its employees or agents. City shall defend, indemnify and hold harmless Contractor, its employees and agents, from all claims, liabilities, demands, causes of action or judgments, including costs and attorney fees, asserted by or awarded to third parties as a result of any negligent action or omission or willful misconduct of the City, its employees or agents.
21. INSURANCE. The City acknowledges Contractor, as a division of Missoula County, is self-insured in accordance with Mont. Code Ann. § 2-9-211.
22. CHANGES IN THE WORK. The City liaisons reserve the right to make such alterations in the work plans or in the types and quantities of work as may be considered necessary. Any such alterations shall be expressed in writing to the Contractor by the City liaisons and shall not be considered a waiver of any conditions of the contract nor to invalidate any of the provisions thereof; provided, however, that the execution of a supplemental agreement or amendment acceptable to both parties of the contract will be necessary before any alteration is made which involves (1) an extension or shortening of the length of the project by more than 25% (2) an increase or decrease of more than 25% of total cost of the work described within the Section or Attachment entitled "Scope of Services," or (3) an increase or decrease of more than 25% in the quantity of any one major contract task described under the Scope of Services.
  - A. For condition (3) above, a major item is defined as any item, for which the price amounts to 10% or more of the total contract price as determined by the original quantities and the unit contract prices (or schedule of values if applicable).



B. When an alteration requires the execution of a supplemental agreement or amendment, the agreement or amendment shall be fully executed before any work on the alteration is started.

23. PREVIOUS AGREEMENTS. This Agreement constitutes the entire understanding of the parties and is intended as a final expression of their agreement and a complete statement of the terms thereof. There are no promises, terms, conditions, or obligations, other than contained herein. This Agreement shall supersede all previous communications, representations, or agreements, either oral or written, between the parties.
24. BINDING EFFECT. This Agreement and all of the covenants hereof shall inure to the benefit of and be binding upon the OWNER and the CONTRACTOR respectively and his partners, successors, assigns and legal representatives. Neither the OWNER nor the CONTRACTOR shall have the right to assign, transfer or sublet his interest or obligations hereunder without written consent of the other party.
25. SEVERABILITY. If a part of this Agreement is valid, all valid parts that are severable from the invalid part remain in effect. If a part of this Agreement is invalid in one or more of its applications, the part remains in effect in all valid applications that are severable from the invalid applications.
26. NOTICES

All notices to the City of Missoula shall be sent to:

Attn: Theresa Williams  
Phone: (406) 552-6398  
City of Missoula  
435 Ryman Street  
Missoula, MT 59802

All notices to Contractor shall be sent to:

Attn: Mary Jane Nealon  
Phone: (406) 258-4165  
Partnership Health Center  
401 Railroad St. W  
Missoula, MT 59801

IN WITNESS WHEREOF, the parties hereto have executed this Contract on this \_\_\_\_\_ day of November, 2019.

**PARTNERSHIP HEALTH CENTER,  
CONTRACTOR, BY:**

**CITY OF MISSOULA,  
OWNER, BY:**

\_\_\_\_\_  
LAURIE FRANCIS, EXECUTIVE DIRECTOR

\_\_\_\_\_  
JOHN ENGEN, MAYOR

BOARD OF COUNTY COMMISSIONERS:

\_\_\_\_\_  
ATTEST:  
MARTHA L. REHBEIN, CITY CLERK

\_\_\_\_\_  
David Strohmaier, Chair

\_\_\_\_\_  
JIM NUGENT, CITY ATTORNEY

\_\_\_\_\_  
Josh Slotnick, Commissioner

\_\_\_\_\_  
Juanita Vero, Commissioner

## ATTACHMENT A

**NON-DISCRIMINATION.** All hiring shall be on the basis of merit and qualification and there shall be no discrimination in employment on the basis race, ancestry, color, physical or mental disability, religion, national origin, sex, age, marital or familial status, creed, ex-offender status, physical condition, political belief, public assistance status or sexual orientation, gender identity or expression, except where these criteria are reasonable bona fide occupational qualifications.

**AFFIRMATIVE ACTION POLICY.** Contractors, subcontractors, sub grantees, and other firms doing business with the City of Missoula must be in compliance with the City of Missoula's Affirmative Action Plan, and Title 49 Montana Codes Annotated, entitled "Human Rights" or forfeit the right to continue such business dealings.

### **The City's Affirmative Action Policy Statement is:**

The Mayor of the City of Missoula or the Mayor's designee may adopt an affirmative action plan to provide all persons equal opportunity for employment without regard to race, ancestry, color, handicap, religion, creed, national origin, sex, age, marital status. In keeping with this commitment, we are assigning to all department heads and their staff the responsibility to actively facilitate equal employment opportunity for all present employees, applicants, and trainees. This responsibility shall include assurance that employment decisions are based on furthering the principle of equal employment opportunity by imposing only valid requirements for employment and assuring that all human resource actions are administered on the basis of job necessity.

Specific responsibility for developing, implementing, monitoring and reporting are assigned to the City Personnel staff under the supervision and direction of the Chief Administrative Officer and the Mayor.

It is the policy of the City of Missoula to eliminate any practice or procedure that discriminates illegally or has an adverse impact on an "affected" class. Equal opportunity shall be provided for all City employees during their terms of employment. All applicants for City employment shall be employed on the basis of their qualifications and abilities.

The City of Missoula, where practical, shall utilize minority owned enterprises and shall ensure that subcontractors and vendors comply with this policy. Failure of subcontractors and vendors to comply with this policy statement shall jeopardize initial, continued, or renewed funds.

Our commitment is intended to promote equal opportunity in all employment practices and provide a positive program of affirmative action for the City of Missoula, its employees, program participants, trainees and applicants.

## ATTACHMENT B

### SCOPE OF WORK

The Missoula County Frequent User System Engagement (FUSE) Initiative aims to address the issue of people with chronic health conditions cycling in and out of jails, hospitals, emergency rooms and homelessness in order to improve health and human outcomes. The FUSE Initiative prioritizes supportive housing and services through Missoula's Coordinated Entry System and consists of individuals currently in Missoula that meet the following eligibility criteria (via a cross systems data match):

1. Have interaction with at least 2 of the 5 systems for which data is currently tracked (Jail, MPD contacts, St. Pat's hospital, HMIS, and the Poverello Center)
2. Are experiencing homelessness; AND
3. Have had at least 10 ED visits in a one-year look back period

Partnership Health Center (PHC) will support the City of Missoula's efforts to establish a FUSE Service Model in Missoula by hiring a FUSE Coordinator. This individual, under the guidance and supervision of PHC, is responsible for the development, implementation, and ongoing maintenance of the FUSE Program and works closely with the Missoula Supportive Housing Collaborative, a core group of committed partners who help guide the program, resolve problems and foster successes.

The FUSE Coordinator also provides direct services as needed and coordinates and oversees the FUSE Program mobile and clinic-based services. The FUSE Coordinator supports the program to engage individuals in outreach services, link participants to treatment providers, and fulfill documentation and outcome requirements of the program. Partnership Health Center's mission and values stipulate that all services provided are based on participant strengths and choices and follow evidence based practices of psychosocial rehabilitation.

### Essential Functions

- Oversee the administrative and service delivery functions of the FUSE Program in accordance with the Missoula Supportive Housing Collaborative, ensuring outcomes and adherence to grant requirements
- Incorporate FUSE Eligibility Criteria into the Missoula Coordinated Entry System Prioritization Policy
- During Phase 1, work with the Corporation for Supportive Housing to create "triple aim tracking", ensuring that the FUSE Program is identifying and tracking the data necessary to measure outcomes in housing retention, inpatient hospital stays and emergency department usage, and criminal justice encounters for the target population
- Create an effective internal and external communications plan to keep stakeholders engaged, informed and in alignment with the Missoula Supportive Housing Collaborative vision and priorities

- Engage in regular communication and planning with a host of community organizations to ensure community programs are effectively coordinated and implemented through proactive planning and messaging
- Facilitate care coordination meetings to ensure services are appropriate to meet client needs, monitor adherence to the treatment plan and adjust service intensity when warranted
- Provide community based outreach services to individuals with co-occurring disorders who are homeless and experiencing frequent crisis
- Use Motivational Interviewing and Harm Reduction interventions to promote engagement in outreach services
- Complete required documentation including Missoula Coordinated Entry System Access Point phased-assessment process, data entry to the Homeless Management Information System, and daily use of an electronic health record
- Use assessment information and client goals to develop action plans, recommendations, and referrals to appropriate services and resources
- Collaborate closely with community partners including housing resources, medical providers, behavioral health providers, courts, emergency services, jails, benefits resources, and other social service providers through all aspects of outreach services



**City of Missoula, Montana**  
**Item to be Referred to City Council Committee**

**Committee:** Administration and Finance

**Item:** National Institute of Health Research Contract with the University of Montana

**Date:** November 18, 2019

**Sponsor(s):** Eran Pehan

**Prepared by:** Eran Pehan

**Ward(s) Affected:**

<input type="checkbox"/> Ward 1	<input type="checkbox"/> Ward 4
<input type="checkbox"/> Ward 2	<input type="checkbox"/> Ward 5
<input type="checkbox"/> Ward 3	<input type="checkbox"/> Ward 6
<input checked="" type="checkbox"/> All Wards	<input type="checkbox"/> N/A

**Action Required:**

Vote to approve a contract for services with the University of Montana.

**Recommended Motion(s):**

I move the City Council: Approve and authorize the Mayor to sign an agreement with the University of Montana not to exceed \$34,774.00 to provide research for the National Institute of Health grant funded project within the new public library.

**Timeline:**

Referral to committee:	November 18, 2019
Committee discussion:	December 4, 2019
Council action (or sets hearing):	December 9, 2019
Public Hearing:	n/a
Deadline:	December 9, 2019

**Background and Alternatives Explored:**

In August of 2019 the City of Missoula received a \$1.2 million grant to support *The Link: A Collective-Impact, Place-Based Approach to Inspiring Montana’s Next-Generation Healthcare Work Force*. This project will take a community-based, collective-impact approach to co-creating health science and healthy living experiences that are culturally relevant and meet the unique economic and workforce needs of Missoula and its neighboring rural and tribal communities. Led by project investigator Holly Truitt (City of Missoula) and co-investigator Dr. Rachel Severson (University of Montana), the project will position the Link, Missoula’s new library-museum complex opening in 2020, as a vibrant Third Place as a hub for health-science learning, healthy living, and STEM role-model engagement.

**Financial Implications:**

All activities are funded by a grant from the National Institute of Health.

**Links to external websites:**

## NATIONAL INSTITUTE OF HEALTH GRANT ADMINISTRATION AGREEMENT

**THIS AGREEMENT** is made and entered into this day of August 1, 2019 by and between the **CITY OF MISSOULA, MONTANA**, a municipal corporation organized and existing under the laws of the State of Montana, 435 Ryman, Missoula, Montana 59802, hereinafter referred to as “City,” and **THE UNIVERSITY OF MONTANA**, Missoula, MT 59812, hereinafter referred to as “Contractor.”

In consideration of the mutual covenants and agreements herein contained, the receipt and sufficiency whereof being hereby acknowledged, the parties hereto agree as follows:

1. **Purpose:** *The Link: A Collective, Place-Based Approach to Inspiring Missoula’s Next-Generation Healthcare Work Force*, will create a Community Lab where University of Montana faculty members and their graduate and undergraduate RAs will conduct behavioral research that positively engages children and families with STEM and STEM role models, in accordance with the scope of services attached as Exhibit A.
2. **Term of Agreement:** The term for this Agreement shall be August 1, 2019-July 31, 2020. This agreement can be renewed annually for the five year duration of the grant funded work.
3. **Scope of Work:** Contractor will perform the work and provide the services in accordance with the requirements of the Scope of Services attached hereto as Exhibit A; and
4. **Timeline and Reporting:** Contractor shall perform work and provide the City with status reports that will help the City of Missoula meet NIH reporting criteria. The frequency of reporting will be determined by the Project Investigator, Holly Truitt.
5. **Payment:** City agrees to pay Contractor a total sum not to exceed \$33,774.00 for budget year one for satisfactory work performed during the contract period and outlined in Exhibit A. Payment can occur on a bi-weekly or monthly basis.
6. **Records:** Contractor shall maintain reasonable and sufficient records incident to the performance of this Agreement to enable the City to document the performance of this Agreement. Contractor shall provide access to those records by the City and any independent auditor and to representatives of the state or federal government.
7. **Independent Contractor Status:** The parties agree that Contractor is an independent contractor for purposes of this Agreement. Each party will furnish to the other such cooperation and assistance as may be reasonably required and specified hereunder. However, at all times, each party shall remain an independent contractor with respect to the other. Employees and agents of each party will not deemed to be employees or agents of the other party. Contractor will perform or provide its services free from the supervision, direction or control of the City.
8. **Professional Service:** Contractor agrees that all services and work performed hereunder will be accomplished in a professional manner.

**Professional Services Agreement:**  
City of Missoula and University of Montana

9. **Compliance with Laws:** Contractor agrees to comply with all federal, state and local laws, ordinances, rules and regulations, including the safety rules, codes, and provisions of the Montana Safety Act in Title 50, Chapter 71, MCA.

10. **Required Licenses:** Contractor agrees to maintain all required licenses including a business license for the City of Missoula if applicable.

11. **Nondiscrimination and Affirmative Action:** Contractor agrees that all hiring by Contractor of persons performing this Agreement will be on the basis of merit and qualification and there shall be no discrimination in employment on the basis of race, ancestry, color, physical or mental disability, religion, national origin, sex, age, marital or familial status, creed, ex-offender status, physical condition, political belief, public assistance status or sexual orientation, gender identity or expression, except where these criteria are reasonable bona fide occupational qualifications. Contractor further agrees to comply with the City's Affirmative Action policy attached hereto as Exhibit B.

12. **Default and Termination:**

a. **Termination for cause.** If either party fails to comply with any condition of this Agreement at the time or in the manner provided for, the other party, at its option, may terminate this Agreement and be released from all obligations if the default is not cured within ten (10) days after written notice is provided to the defaulting party. Said notice shall set forth the items to be cured. Additionally, the non-defaulting party may bring suit for damages, specific performance, and any other remedy provided by law. These remedies are cumulative and not exclusive. Use of one remedy does not preclude use of the others. Notices shall be provided in writing and hand-delivered or mailed to the parties at the addresses set forth in Section 14 of this Agreement.

b. **Termination without cause.** Either party may terminate this agreement without cause by providing the other party a sixty (60) day written notice of its intent to terminate the agreement.

13. **Modification and Assignability:** This document and its attachments contain the entire agreement between the parties and no statements, promises or inducements made by either party or agents of either party, which are not contained in this written Agreement, may be considered valid or binding. This Agreement may not be enlarged, modified or altered except by written agreement signed by both parties hereto. The Contractor may not subcontract or assign Contractor's rights, including the right to compensation or duties arising hereunder, without the prior written consent of City. Any subcontractor or assignee will be bound by all of the terms and conditions of this Agreement.

14. **Public Access to Information:** Contractor acknowledges that the City is a local government entity and its records are subject to disclosure under Montana Law. Certain information may be protected from disclosure. Protected information includes confidential criminal justice information, information concerning an individual privacy interest, legitimate trade secrets and other constitutionally protected proprietary information and certain information relating to individual or public safety. The parties agree to confer prior to disclosure of information relating to this Agreement and its performance which may include protected information.

15. **Principal Contacts:**

**Professional Services Agreement:**  
City of Missoula and University of Montana



All notices, demands, consents and reports must be given in writing and delivered personally or mailed to the following designated contacts:

The City's designated contacts are:

Eran Fowler Pehan  
435 Ryman  
Missoula, Montana 59802  
(406) 552-6395  
epehan@ci.missoula.mt.us

Contractor's designated contact is:

Technical Rachel Severson, Ph.D.  
Skaggs 371  
Psychology  
32 Campus Dr.  
Missoula, MT 59804  
406-243-4384  
rachel.severson@umontana.edu

Administrative Cathie Cichosz  
Research & Sponsored Programs  
32 Campus Drive, 4104  
Missoula, MT 59812-4104  
406-243-6674  
[cathie.cichosz@umontana.edu](mailto:cathie.cichosz@umontana.edu)

Fiscal Maureen Price  
Research & Sponsored Programs  
32 Campus Drive, 4104  
Missoula, MT 59812-4104  
406-243-4133  
[maureen.price@umontana.edu](mailto:maureen.price@umontana.edu)

16. **Applicability:** This Agreement and any extensions hereof shall be governed and construed in accordance with the laws of the State of Montana. In the event of litigation concerning this Agreement, venue shall be in the 4th Judicial District in and for the County of Missoula, Montana.
17. **Severability.** Should any part of this Agreement be deemed invalid or unenforceable under applicable law, that provision shall be ineffective to the extent of such invalidity only, without in any way affecting the remaining parts of said provision or the remaining provisions of this Agreement.
18. **Waiver.** No waiver of compliance with any provision or condition of this Agreement shall constitute a waiver of any other provision or condition previously waived as to new circumstance or events.

**Professional Services Agreement:**  
City of Missoula and University of Montana

**IN WITNESS WHEREOF**, the parties hereto have executed this instrument the day and year first above written.

**CITY OF MISSOULA**

**CONTRACTOR**

**By:** \_\_\_\_\_  
**Mayor John Engen**

**By:** \_\_\_\_\_  
**Judy Fredenberg**  
**Assistant Vice President for Research**

**By:** \_\_\_\_\_  
**Jim Nugent, City Attorney**

**ATTEST**

\_\_\_\_\_  
**Martha L. Rehbein, CMC, City Clerk**

## **EXHIBIT A**

### **Scope of Services**

#### **Project Summary/Abstract**

This project will take a community-based, collective-impact approach to co-creating health science and healthy living experiences that are culturally relevant and meet the unique economic and workforce needs of Missoula and its neighboring rural and tribal communities.

A *Community Lab* that will embed University of Montana research in the heart of the community.

Emulating best practices developed by the Living Lab (Science World and the University of British Columbia) and led by co-I Dr. Severson, the Community Lab will: 1) engage high-school students in independent, mentored research projects; as research assistants in either the UM behavioral research conducted at the Community Lab or as mentored independent researchers in the neuroscience and genetics program run by Dr. Amanda Duley; and as docents and near-peer mentors at the project's exhibits and 2) engage early learners as participants in UM behavioral research while providing positive experiences for children and caregivers with STEM research and role models.

## **EXHIBIT B**

### **Affirmative Action/EEO Policy**

**NON-DISCRIMINATION.** All hiring shall be on the basis of merit and qualification and there shall be no discrimination in employment on the basis of race, ancestry, color, physical or mental disability, religion, national origin, sex, age, marital or familial status, creed, ex-offender status, physical condition, political belief, public assistance status, sexual orientation or gender identity/expression, except where these criteria are reasonable bona fide occupational qualifications.

**AFFIRMATIVE ACTION POLICY.** Contractors, subcontractors, sub grantees, and other firms doing business with the City of Missoula must be in compliance with the City of Missoula's Affirmative Action Plan, and Title 49 Montana Codes Annotated, entitled "Human Rights" or forfeit the right to continue such business dealings.

#### **The City's Affirmative Action Policy Statement is:**

The Mayor of the City of Missoula or the Mayor's designee may adopt an affirmative action plan to provide all persons equal opportunity for employment without regard to race, ancestry, color, handicap, religion, creed, national origin, sex, age, or marital status. In keeping with this commitment, we are assigning to all department heads and their staff the responsibility to actively facilitate equal employment opportunity for all present employees, applicants, and trainees. This responsibility shall include assurance that employment decisions are based on furthering the principle of equal employment opportunity by imposing only valid requirements for employment and assuring that all human resource actions are administered on the basis of job necessity.

#### **Professional Services Agreement:**

City of Missoula and University of Montana

Specific responsibility for developing, implementing, monitoring and reporting are assigned to the City Human Resource staff under the supervision and direction of the Chief Administrative Officer and the Mayor.

It is the policy of the City of Missoula to eliminate any practice or procedure that discriminates illegally or has an adverse impact on an "affected" class. Equal opportunity shall be provided for all City employees during their terms of employment. All applicants for City employment shall be employed on the basis of their qualifications and abilities.

The City of Missoula, where practical, shall utilize minority owned enterprises and shall ensure that subcontractors and vendors comply with this policy. Failure of subcontractors and vendors to comply with this policy statement shall jeopardize initial, continued, or renewed funds.

Our commitment is intended to promote equal opportunity in all employment practices and provide a positive program of affirmative action for the City of Missoula, its employees, program participants, trainees and applicants.



**City of Missoula, Montana  
Item to be Referred to City Council Committee**

**Committee:** Administration and Finance  
**Item:** Missoula City Council – Proposed Code of Ethics for Elected Officials and Board and Commission Members  
**Date:** December 4, 2019  
**Sponsor(s):** Heather Harp  
**Prepared by:** Steve Johnson, Central Services Director  
**Ward(s) Affected:**  
 Ward 1                       Ward 4  
 Ward 2                       Ward 5  
 Ward 3                       Ward 6  
 All Wards                       N/A

**Action Required:**  
Approve Proposed City Council Policy

**Recommended Motion(s):**  
I move the City Council: Approve the proposed code of ethics for City of Missoula elected officials and members of boards and commissions.

**Timeline:**  
Referral to committee: November 21, 2019  
Committee discussion: 12-4-19  
Council action (or sets hearing): 12-9-19  
Public Hearing: n/a  
Deadline: n/a

**Background and Alternatives Explored:** Background and Alternatives Explored: The City of Missoula Ethics Advisory Committee has met over the last year to discuss options for a City Code of Ethics Policy for Elected Officials and Members of Boards and Commissions.

**Financial Implications:** None.

**Links to external websites:**

- <http://www.cityethics.org/files/Local%20Govt%20Ethics%20Nutshell.pdf>
- [https://missoulain.com/news/state-and-regional/st-ignatius-official-jailed-will-retain-seat-as-embezzlement-case/article\\_a2366a60-ec4-5110-9425-38837cf0deea.html](https://missoulain.com/news/state-and-regional/st-ignatius-official-jailed-will-retain-seat-as-embezzlement-case/article_a2366a60-ec4-5110-9425-38837cf0deea.html)

# Code of Ethics Policy for City of Missoula Elected Officials and Members of City of Missoula Boards and Commissions

## PURPOSE

It is the intent of the City of Missoula to establish a Code of Ethics Policy for Elected Officials and Appointed Board or Commission Members. Ethics-related policies for all City of Missoula employees other than members of City boards and commissions are established under separate policies in the City of Missoula Human Resources Policy Manual.

The Code of Ethics for Elected Officials and Appointed Board or Commission Members encourages and protects impartial and independent judgment and ensures that the private conduct and financial interests of public officers, officials and board and commission members do not result in a conflict of interest in their responsibilities to serve the public and uphold the public trust as defined in 2-2-103, MCA.

All newly elected City of Missoula officials and newly appointed members of City of Missoula Boards and Commissions shall be provided with a hard copy of or an electronic link to this Code of Ethics Policy.

## DEFINITIONS

A **“board or commission member”** is a member of “a quasi-judicial board or commission or of a board, commission, or committee with rulemaking authority,” and is also considered a **“public employee”** under Montana law at 2-2-102(7)(c), MCA.

A **“conflict of interest”** is a transgression of a statutory rule of conduct, a violation of a legitimate ethical principle, a violation of a local ordinance related to ethical conduct, or an abuse of public trust by a public officer or public employee. Some actions taken by public officers or public employees are conflicts of interest per se, while other actions may or may not pose such conflicts depending upon the relevant facts and circumstances.

**“Disclosure”** requirements under 2-2-131, MCA, provide that that, prior to acting “in a manner that may impinge on public duty, including the award of a permit, contract or license, a public officer or employee must disclose “the nature of the private interest that creates the conflict.” The disclosure must be made in writing to the commissioner of political practices, listing: (1) the amount of the private interest, if any, (2) the purpose and duration of the person’s services rendered, if any, and (3) the compensation received for the services or other information that is necessary to describe the interest. See also disclosure requirements in 2-2-105(4), MCA.

**“Gift of substantial value”** under 2-2-102(3)(a), MCA, means a gift with a value of \$50 or more per individual recipient, and does not include “trivial benefits incidental to personal, professional or business contacts and involving no substantial risk of undermining official impartiality” (see also 45-7-104(5)(b), MCA).

**“Local government”** means “an incorporated city or town” or a **“special district”** under 2-2-102, MCA.

**“Official act”** or **“official action”** refers to “a vote, decision, recommendation, approval, disapproval, or other action, including inaction, that involves the use of discretionary authority” by a **“public officer”** or **“board or commission member.”**

**“Official misconduct”** under 45-7-401(1), MCA, occurs when a public servant: (1) purposely or negligently fails to perform and mandatory duty as required by law or by a court of competent jurisdiction, (2) knowingly performs an act in an official capacity that the public servant knows is forbidden by law, (3) performs an act in excess of the public servant’s lawful authority to obtain a personal advantage or an advantage for another person, (4) solicits or knowingly accepts for the performance of any act a fee or reward that the public servant knows is not authorized by law, or (5) knowingly conducts a meeting of a public agency in violation of 2-3-202 or 2-3-303, MCA.

**“Public officer”** means “any elected officer of a local government” under 2-2-102(8)(a).

**“Special district”** under 2-2-102(9), MCA, means “a unit of local government, authorized by law to performs a single function or a limited number of functions.” The term also includes “any district or other entity formed by interlocal agreement.”

## **STANDARDS OF CONDUCT FOR CITY OF MISSOULA ELECTED OFFICIALS OR APPOINTED BOARD OR COMMISSION MEMBERS**

The following Standards of Conduct do not involve alleged violations of Montana law and are enforceable by the Missoula City Council or the Mayor of the City of Missoula. City Council may formally reprimand, censure, deny or modify committee assignments, or restrict budgets for City Council members who violate these Standards of Conduct. Appointed board or commission members who violate these Standards of Conduct may be subject to removal from boards and commissions or any other sanctions not expressly prohibited, proscribed or restricted by Montana law or City of Missoula Ordinance (see “Enforcement” section below).

Missoula Elected Officials and Appointed Board or Commission Members shall, in the course of carrying out all official actions, duties and responsibilities, demonstrate:

- Honesty, integrity and trustworthiness;
- Fairness, equality and equity;
- Satisfactory attendance, effort and preparation;
- Accountability;
- Transparency and a commitment to open meetings when the public’s right to know supersedes the privacy interests of any person or persons asserting a privacy interest;
- Civility, respect and decorum in all public meetings and in interactions with members of the public, City of Missoula staff, the media and other elected officials; and
- Recognition of the appropriate role of City Council members as members of a larger group, and that the Council must specifically authorize individual Council members to act on behalf of the larger group.

## **ENFORCEMENT OF STANDARDS OF CONDUCT**

Enforcement of the above standards of conduct shall be the responsibility of the Missoula City Council, unless alleged violations involve matters that are appropriate for referral to the Missoula County Attorney, the Missoula City Attorney, the commissioner of political practices, a private attorney for possible civil litigation, district court, municipal court, justice court or local law enforcement.

In reviewing any claims of a public officer's failure to observe non-statutory standards of conduct, City Council (through the Council President) may seek consultation or advice from City staff (such as the Ethics Advisory Committee below) or from any member of the public or any other person or persons whom council believes can provide relevant information, advice or assistance.

Any board or commission member appointed by the Mayor of the City of Missoula who violates the above standards of conduct may be subject to removal by the Mayor. Likewise, any board or commission member appointed by the Missoula City Council who violates the above standards of conduct may be subject to removal by the Council.

## **PROHIBITIONS FOR ELECTED OFFICIALS AND BOARD AND COMMISSION MEMBERS**

Under 2-2-104, MCA, a City of Missoula elected official or appointed board or commission member may not violate any of the following rules of conduct for public officers, legislators and public employees:

- Accept a gift of substantial value or a substantial economic benefit as defined under state law, tantamount to a gift that: (1) would tend to improperly influence a reasonable person in that position to depart from the faithful and impartial discharge of official public duties; or (2) that the person knows, or any reasonable person in that position would know, is primarily for the purpose of rewarding the person for an official action taken;
- Disclose legitimately confidential information acquired in the course of official duties in order to improperly advance an elected official or appointed board or commission member's economic interests; or
- Engage in any other behavior or conduct proscribed under Montana code of ethics/standards of conduct statutes or Missoula City Ordinance.

See statutory language here:

### **2-2-104, MCA:**

[https://leg.mt.gov/bills/mca/title\\_0020/chapter\\_0020/part\\_0010/section\\_0040/0020-0010-0040.html](https://leg.mt.gov/bills/mca/title_0020/chapter_0020/part_0010/section_0040/0020-0010-0040.html)



See also: **Missoula Municipal Code – Title 2 - Chapter 2.88 - Code of Ethics:**

[http://www.ci.missoula.mt.us/DocumentCenter/View/1025/Municipal-Code-Title-02-Administration--Personnel?bidId=#Chapter\\_2\\_88](http://www.ci.missoula.mt.us/DocumentCenter/View/1025/Municipal-Code-Title-02-Administration--Personnel?bidId=#Chapter_2_88)

Under 2-2-105, MCA, a public officers or public employees (including members of City of Missoula boards and commissions, may not violate any of the following ethical requirements for public officers and public employees (including members of City of Missoula boards or commissions:

- Acquire an interest in any business or undertaking that the officer or employee has reason to believe may be directly and substantially affected to its economic benefit by official action to be taken by the officer's or employee's agency.
- Within twelve months following the term of elected office or board or commission membership, obtain employment by taking direct advantage of matters with which the elected officer, board or commission member was directly involved during such term of office or board or commission membership, when such advantage is not available to others;
- Participate in any official action as a member of a board or commission in which the public employee has a conflict created by a personal or private interest that would directly give rise to an appearance of impropriety as to the public employee's influence, benefit, or detriment in regard to the matter, without disclosing the interest in writing prior to participating in the official action.
- Perform an official act directly and substantially affecting a business or other undertaking to its economic detriment when the officer or employee has a substantial personal interest in a competing firm or undertaking.
- Engage in any other behavior or conduct proscribed under Montana code of ethics/standards of conduct statutes or Missoula City Ordinance.

See statutory language here:

**2-2-105, MCA:**

[https://leg.mt.gov/bills/mca/title\\_0020/chapter\\_0020/part\\_0010/section\\_0050/0020-0020-0010-0050.html](https://leg.mt.gov/bills/mca/title_0020/chapter_0020/part_0010/section_0050/0020-0020-0010-0050.html)

See also: **Missoula Municipal Code – Title 2 - Chapter 2.88 - Code of Ethics:**

[http://www.ci.missoula.mt.us/DocumentCenter/View/1025/Municipal-Code-Title-02-Administration--Personnel?bidId=#Chapter\\_2\\_88](http://www.ci.missoula.mt.us/DocumentCenter/View/1025/Municipal-Code-Title-02-Administration--Personnel?bidId=#Chapter_2_88)

Under 2-2-121, MCA, a City of Missoula elected official or appointed board or commission member may not violate the following rules of conduct for public officers and public employees:

- Use public time, facilities, equipment, supplies, personnel or funds for the elected official, board or commission member's private business purposes;

- Acquire an interest in a business or undertaking in which the officer has reason to believe will directly and substantially benefit from action taken by the council, board or commission;
- Engage in a substantial financial transaction for the elected official, appointed board or commission member's private business purposes with a person whom the elected official, appointed board or commission member regulates or supervises in the course of official duties;
- Assist any person for a fee or other compensation in obtaining a contract, claim, license or other economic benefit a city agency over which an elected official, board or commission member exercises supervision in the course of official duties (this section does not apply to a member of a board or commission unless that person is also a full-time public employee);
- Assist any person for a contingent fee in obtaining a contract, claim, license or other economic benefit from any city agency;
- Perform an official act that directly and substantially affects a business or other undertaking, to its economic detriment, when the elected official, board or commission member has a substantial personal interest in a competing firm or undertaking;
- Solicit or accept employment, or engage in negotiations or meetings to consider such employment, with a person whom the officer or employee regulates in the course of official duties, without first giving written notification to the to the officer's or employee's supervisor and department director;
- Use public time, facilities, equipment, supplies, personnel or funds to solicit support or opposition to any political candidate or ballot issue, unless authorized by Montana law or incidental to another activity required or authorized under Montana law;
- Perform an official act that directly and substantially economically benefits a business or other undertaking in which the elected official or appointed board or commission member has a substantial financial interest or is engaged with that business interest or undertaking as counsel, consultant, representative or agent;
- Take official action (such as rulemaking) on any matter in which the elected officer or board or commission member has an actual or apparent conflict created by a personal or private interest that is not disclosed prior to taking such official action;
- Engage in any other behavior or conduct proscribed under Montana code of ethics/standards of conduct statutes or Missoula City Ordinances.

See statutory language here:

**2-2-121, MCA:**

[https://leg.mt.gov/bills/mca/title\\_0020/chapter\\_0020/part\\_0010/section\\_0210/0020-0020-0010-0210.html](https://leg.mt.gov/bills/mca/title_0020/chapter_0020/part_0010/section_0210/0020-0020-0010-0210.html)

See also: **Missoula Municipal Code – Title 2 - Chapter 2.88 - Code of Ethics:**

[http://www.ci.missoula.mt.us/DocumentCenter/View/1025/Municipal-Code-Title-02-Administration--Personnel?bidId=#Chapter\\_2\\_88](http://www.ci.missoula.mt.us/DocumentCenter/View/1025/Municipal-Code-Title-02-Administration--Personnel?bidId=#Chapter_2_88)

Under 2-2-201, MCA through 2-2-207, MCA, a public officer, an appointed public board or commission member or a former employee may not engage in any of the following proscribed acts pertaining to contracts or claims:

- Have an interest in any contract made by them in their official capacity or by any body, agency, or board of which they are members or employees if they are directly involved with the contract. A former employee may not, within 6 months following the termination of employment, contract or be employed by an employer who contracts with the state or any of its subdivisions involving matters with which the former employee was directly involved during employment.

This does not include situations specifically excluded under Montana law, such as when an officer, employee or commission or board member holds a minority interest in a corporation or where merchandise is sold to the highest bidder at public.

- Have an interest in sales or purchases. State, county, town, township, and city officers must not be purchasers at any sale or vendors at any purchase made by them in their official capacity.
- Purchase or sell or in any manner receive to their own use or benefit any evidences of indebtedness except those expressly authorized under Montana law.
- When the officer is charged with the disbursement of public moneys, pay any warrant or other evidence of indebtedness against the state, county, city, town, or township when the same has been purchased, sold, received, or transferred contrary to any of the provisions of Montana law.
- Fail to suspend the settlement or payment of an account under the conditions set forth in 2-2-207, MCA involving an affidavit establishing probable cause.
- Engage in any other behavior or conduct proscribed under Montana code of ethics/standards of conduct statutes or Missoula City Ordinances.

See statutory language here:

**2-2-201, MCA:**

[https://leg.mt.gov/bills/mca/title\\_0020/chapter\\_0020/part\\_0020/section\\_0010/0020-0020-0020-0010.html](https://leg.mt.gov/bills/mca/title_0020/chapter_0020/part_0020/section_0010/0020-0020-0020-0010.html)

**2-2-201, MCA:**

[https://leg.mt.gov/bills/mca/title\\_0020/chapter\\_0020/part\\_0020/section\\_0020/0020-0020-0020-0020.html](https://leg.mt.gov/bills/mca/title_0020/chapter_0020/part_0020/section_0020/0020-0020-0020-0020.html)

**2-2-203, MCA:**

[https://leg.mt.gov/bills/mca/title\\_0020/chapter\\_0020/part\\_0020/section\\_0030/0020-0020-0020-0030.html](https://leg.mt.gov/bills/mca/title_0020/chapter_0020/part_0020/section_0030/0020-0020-0020-0030.html)

**2-2-204, MCA:**

[https://leg.mt.gov/bills/mca/title\\_0020/chapter\\_0020/part\\_0020/section\\_0040/0020-0020-0020-0040.html](https://leg.mt.gov/bills/mca/title_0020/chapter_0020/part_0020/section_0040/0020-0020-0020-0040.html)

**2-2-205, MCA:**

[https://leg.mt.gov/bills/mca/title\\_0020/chapter\\_0020/part\\_0020/section\\_0050/0020-0020-0020-0050.html](https://leg.mt.gov/bills/mca/title_0020/chapter_0020/part_0020/section_0050/0020-0020-0020-0050.html)

**2-2-206, MCA:**

[https://leg.mt.gov/bills/mca/title\\_0020/chapter\\_0020/part\\_0020/section\\_0060/0020-0020-0020-0060.html](https://leg.mt.gov/bills/mca/title_0020/chapter_0020/part_0020/section_0060/0020-0020-0020-0060.html)

**2-2-207, MCA:**

[https://leg.mt.gov/bills/mca/title\\_0020/chapter\\_0020/part\\_0020/section\\_0070/0020-0020-0020-0070.html](https://leg.mt.gov/bills/mca/title_0020/chapter_0020/part_0020/section_0070/0020-0020-0020-0070.html)

See also: **Missoula Municipal Code – Title 2 - Chapter 2.88 - Code of Ethics:**

[http://www.ci.missoula.mt.us/DocumentCenter/View/1025/Municipal-Code-Title-02-Administration--Personnel?bidId=#Chapter\\_2\\_88](http://www.ci.missoula.mt.us/DocumentCenter/View/1025/Municipal-Code-Title-02-Administration--Personnel?bidId=#Chapter_2_88)

## **ENFORCEMENT OF THE STANDARDS OF CONDUCT AND ETHICAL REQUIREMENTS**

A person alleging a violation of 2-2-104, MCA, 2-2-105, MCA, 2-2-121, MCA or 2-2-201 through 2-2-207, MCA by a City of Missoula elected official or appointed board or commission member must notify the Missoula County Attorney directly regarding the alleged violation. If the county attorney declines to bring an action, the person alleging the violation may, in accordance with 2-2-144(3), MCA, file a civil action directly in district court seeking a fine of not less than \$50 or more than \$1000.

Under 2-2-144(5) and 2-2-144(6), MCA, the City of Missoula may establish a three-member review panel to hear complaints alleging a violation of 2-2-104, MCA, 2-2-121, MCA or 2-2-201, MCA by a City of Missoula elected official or appointed board or commission member. The City of Missoula shall establish procedures and rules for such a panel. The panel members may not be officers or employees of the City of Missoula. The panel shall review complaints and may refer to the Missoula County Attorney and complaints that appear to be substantiated. If such a panel is established by the City of Missoula, a complaint must be filed with the committee prior to making the complaint to the Missoula County Attorney.

If the City of Missoula does not establish a review panel under 2-2-144(5), MCA, a complaint must be filed directly with the commissioner of political practices pursuant to 2-2-136, MCA.

Any person alleging “official misconduct” as defined in 45-7-401, MCA (see “Definitions” section above), must file an action in the appropriate Montana district court.

See also: **Missoula Municipal Code – Title 2 - Chapter 2.88 - Code of Ethics:**

[http://www.ci.missoula.mt.us/DocumentCenter/View/1025/Municipal-Code-Title-02-Administration--Personnel?bidId=#Chapter\\_2\\_88](http://www.ci.missoula.mt.us/DocumentCenter/View/1025/Municipal-Code-Title-02-Administration--Personnel?bidId=#Chapter_2_88)

## **ETHICS ADVISORY COMMITTEE**

An Ethics Advisory Committee shall be established to provide advice and counsel to officers, officials and employees who may have a question regarding an issue that relates directly to the Code of Ethics and Rules of Conduct for City of Missoula Elected Officials and Members of City of Missoula Boards and Commissions. The Committee shall consist of the Chair of Administration and Finance Committee, the City Attorney, the Chief Administrative Officer, and the Human Resources Director. The advisory committee shall meet at the request of the Chair of the Administration and Finance Committee, whom shall also serve as the Chair of the Ethics Advisory Committee.

The recommendations, suggestions and comments of the committee are advisory and consultative only. Members of the committee shall safeguard all legitimate privacy interests and shall monitor the Code of Ethics and recommend changes as needed.

**Chapter 2.88**  
**CODE OF ETHICS**

Sections:

[2.88.010 Purpose.](#)

[2.88.020 Organizational Responsibility](#)

[2.88.030 Definitions.](#)

[2.88.040 Just and equitable treatment.](#)

[2.88.050 Campaign activities.](#)

[2.88.060 Gifts and Things of Value.](#)

[2.88.070 Conflicts of Interest.](#)

[2.88.080 Prior employment.](#)

[2.88.090 Contemporaneous employment.](#)

[2.88.100 Subsequent employment.](#)

[2.88.110 New employee training.](#)

[2.88.120 Ethics Advisory Committee](#)

[2.88.130 Violation of ordinance.](#)

**2.88.010 Purpose.** It is the intent of the City of Missoula to establish a code of ethics. This code protects and encourages impartial and independent judgment ensuring that the private conduct and financial interests of public officers, officials and employees do not present a real conflict of interest in their responsibilities to serve the public.

The Code establishes minimum standards of conduct and is designed to assist public officers, officials and employees in understanding their obligations. This Code of Ethics applies to all officers, officials and city employees, whether full-time, part-time, seasonal or temporary.

Public confidence in government is essential and the City can help sustain it by establishing and enforcing rules to assure the impartiality and honesty of officials and employees in all public transactions and decisions. Each affected agency of city government should inform its employees of the provisions of this chapter and strive to effectively enforce its requirements by seeking appropriate assistance from the City Attorney, Mayor's office or Personnel office. (Ord. 3110, 1999)

**2.88.020 Organizational Responsibility.** The administrative and legislative affairs of the city shall be conducted in a manner free from influences and/or activities that compromise the integrity of the process. Services and goods procured by and for the city shall be done so in a fair and unbiased manner. (Ord. 3110, 1999)

**2.88.030 Definitions.** Unless the context specifically indicates otherwise, the meanings of terms used in this ordinance shall be as follows:

A. *Department* shall mean and include all divisions, agencies, offices, departments, boards and commissions, authorities or committees of the city.

B. *Employee* shall mean and include any person in the employ of the city or of any agency or department thereof, whether receiving compensation or not.

C. *Gift* shall mean any benefit, favor, service, privilege, or thing of value which could be interpreted as influencing an employee's impartiality. Gifts include, but are not limited to: trips, money,

merchandise, foodstuffs, and tickets to sports, civic or cultural events; services or work provided by City suppliers and offers of future employment from City suppliers. Gifts do not include items that would not ordinarily be interpreted as affecting an employee's impartiality; such as an occasional business lunch, potted plants or flowers, boxes of candy for office personnel, "gimme caps" or advertising office supplies, such as pencils, calendars, or pens, or other token gifts of small value.

D. *Immediate and direct official action* shall mean any vote, decision, recommendation, approval, disapproval, or other action, including inaction, which involves the use of discretionary authority.

E. *Officer* shall mean and include any person in the service or employ of the city whose office is set forth in the City of Missoula Charter.

F. *Official* shall mean and include any person who individually, or collectively with others, employs the employees or controls the personnel of any group of employees defined by subsection (1) hereof to be a department, together with any person who individually or collectively with others constitutes a "department" as so defined regardless of whether the person is technically deemed an "officer" or "employee" of the city.

G. *Substantial conflict of interest* shall mean a situation, which is likely to affect the judgment or actions of an officer, official, or employee in the performance of duties as such officer, official, or employee.

H. *Financial Interest* shall mean any interest which shall yield, directly or indirectly, a monetary or other material benefit (other than duly authorized salary or compensation for services to the City) to the employee or any other person retaining the services of the officer, official or employee. (Ord. 3110, 1999)

#### **2.88.040 Just and equitable treatment.**

A. *Use of Public Property.* No officer, official or employee shall request or permit the use of city-owned vehicles, equipment, materials or property or the expenditure of city funds for personal convenience or profit unless authorized by other agreement. Use or expenditure is to be restricted to such services as are available to the public generally or for such employee in the conduct of official business. Administrative Rule # 11 specifically addresses employees' use of city-owned vehicles in the course of their work.

B. *Obligations to Citizens.* No officer, official or employee shall grant any special consideration, treatment or advantage beyond that which is available to every other citizen.

C. Except as authorized by law and in the course of his or her official duties, no officer, official or employee shall use the power or authority of his or her office or position with the city in a manner intended to induce or coerce any other person to provide such officer, official or employee or any other person with any compensation, gift, or other thing of value directly or indirectly.

D. No officer, official or employee may ask for or receive, directly or indirectly, any compensation, gift, or thing of value, or promise thereof, for performing or for omitting or deferring the performance of any official duty, or action by the city other than the compensation, costs or fees provided by law. (Ord. 3110, 1999)

**2.88.050 Campaign activities.** City employees are encouraged to participate in the political process on their own time, with their own personal resources, and outside of the workplace by working on campaigns for the election of any person to any office or for the promotion of or opposition to any ballot proposition. Employees shall not use or authorize the use of the facility of the City of Missoula for such purposes except as authorized by law. See subsection 2 –2-121 (3) MCA which applies to public officers, officials and employees. City employees may provide neutral, objective, and factual data regarding campaign related issues or individuals. (Ord. 3110, 1999)

**2.88.060 Gifts and Things of Value.** Officers, officials and employees may not accept gifts or other things of value when given by anyone who does business or seeks to do business with the employee's agency, if the gift is given for performance, or the failure to perform, one's duty; or when the gift could appear to be for the purpose of obtaining special consideration or to influence a city action. Pursuant to subsection 45-7-104 (5)(b) MCA, this section does not apply to trivial benefits incidental to personal, professional, or business contacts and involving no substantial risk of undermining official impartiality. A hosting government or agency may sometimes pay for other costs, such as travel expense and hotel accommodation, associated with government-related activities. Gifts of this nature are not a violation of this policy.

Gifts do not include items for which fair market value is paid or which are reimbursed by the city, or items received but donated to a charitable organization within 30 days of receipt of the gift. If the gift is a perishable item, such as flowers or candy, it may be placed on a public counter and shared with the public. Meals are not considered gifts or items of value. (Ord. 3110, 1999)

**2.88.070 Conflicts of Interest.** In addition to conflicts of interest identified in the City of Missoula's Personnel Policy Manual, the following rules apply to all officers, officials and employees of the City.

No officer, official or employee shall engage in any act that is in conflict with the performance of official duties. An officer, official or employee shall be deemed to have a conflict of interest if he or she directly or indirectly:

A. Receives or has any financial interest in any purchase, sale or lease to or by the city of any service or property when such financial interest was received or obtained with the prior knowledge that the city intended to purchase, sell or lease such property or service;

B. Is beneficially interested, directly or indirectly, in any contract, sale, lease, option or purchase that may be made by, through, or under the supervision of the employee, in whole or in part, or accepts, directly or indirectly, any compensation, gift or thing of value from any other person beneficially interested therein;

C. Accepts or seeks for others, directly or indirectly, any employment, travel expense, service, information, compensation, gift or thing of value on more favorable terms than those granted to other city employees or the public generally. These favorable terms may not be solicited from any person doing business, or seeking to do business with the city in an area for which the employee has responsibility or with regard to which he or she may participate. This subsection shall not apply to the receipt by elected officials, or by employees who are supervised directly by an elected official, of meals, refreshments or transportation within the boundaries of the city when given in connection with meetings with constituents or meetings which are informational or ceremonial in nature. (Ord. 3110, 1999)

**2.88.080 Prior employment.** No officer, official, or employee shall be disqualified from employment by the city solely because of his or her prior employment; however such officer, official, or employee shall be disqualified from taking any immediate and direct official action with respect to his or her prior employer for a period of six (6) months from the date of termination of employment. (Ord. 3110, 1999)

**2.88.090 Contemporaneous employment** Under no circumstances shall any employee engage in an outside business that may cause a conflict of interest with his or her duties at the city. No use should be made of City-owned materials or facilities in performing such outside work nor should such work be done on City time. (Ord. 3110, 1999)

**2.88.100 Subsequent employment.** No officer, official, or employee shall:

A. During or for six (6) months following termination of office or employment, obtain employment in which he or she will take direct advantage, unavailable to other, of matters with which he or she took immediate and direct official action during his or her term of employment;



B. Engage in any action or litigation in which the city is involved, on behalf of any other person or entity, when the action or litigation involves an issue on which the employee took immediate and direct official action while an employee of the city, for one (1) year following termination of service with the city. (Ord. 3110, 1999)

**2.88.110 New employee training.** Every employee, upon initiating employment with the city, shall receive a copy of the code of ethics as part of the employee's orientation. (Ord. 3110, 1999)

**2.88.120 Ethics Advisory Committee.** An Ethics Advisory Committee shall be established to provide advice and counsel to officers, officials and employees who may have a question regarding an issue that relates directly to them. The Committee shall consist of the Chair of Administration and Finance Committee or his or her designee, City Attorney, Chief Administrative Officer, and Personnel Director. The recommendations or comments of the committee are only advisory and hold no weight or affect on the direction the officers, officials and employees take with regard to the issue raised. Members of the committee are charged with keeping all information confidential. They shall monitor the Code of Ethics and recommend changes as the need arises. (Ord. 3110, 1999)

**2.88.130 Violation of ordinance.** Violation of this ordinance shall be ground for discharge or other disciplinary action. Disciplinary action and grievance procedures will be conducted according to the City's Personnel Policies and Montana Code Annotated where appropriate. (Ord. 3110, 1999)