

## **PROFESSIONAL SERVICES AGREEMENT**

**THIS AGREEMENT** is made and entered into this 9 day of October 2021, by and between the **CITY OF MISSOULA, MONTANA**, a municipal corporation organized and existing under the laws of the State of Montana, 435 Ryman St., Missoula, MT 59802, referred to here as "City," and Rodgers International Security whose principal place of business is located at 1211 S. Reserve St. STE-B3, Missoula, MT 59801, hereinafter referred to as "Contractor."

### **RECITALS**

WHEREAS, the City desires to utilize Contractor to furnish independent services in connection with providing security services at the Poverello Center's shelter at 1110 West Broadway Street, including those services as described within the Section; and

WHEREAS, Contractor has represented to the City that Contractor has the necessary expertise to furnish said services and has available to Contractor the necessary staff and resources to perform the independent services in a timely manner consistent with the nature of the project.

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties agree as follows:

1. **Purpose:** City desires to have Contractor provide security services for the City of Missoula at the Poverello Center's shelter for people experiencing homelessness at 1110 West Broadway Street related to new and ongoing security presence in the midst of a housing crisis and decreased capacity within the shelter due to CDC recommendations for congregate settings during the COVID-19 pandemic.
2. **Effective Date:** This Agreement is effective upon the date of its execution by both parties. This Agreement will remain in effect through November 9, 2021.
3. **Scope of Work:**
  - a. Contractor will perform the work and provide the services in accordance with the following requirements
    - i. Contractor will provide one officer for twenty-four hours a day on all days of the week, Sunday through Saturday, assigned for the benefit of the City of Missoula to ensure safe operations at the congregate shelter located at 1110 West Broadway Street, Missoula, MT 59802. If Contractor is not available or is required to leave during these hours, notification shall be made to Poverello Center staff (Jill Bonny or Kristen Patton).
    - ii. Contractor will participate in required trainings, detailed below, over the course of two (2) days, to be provided free of cost by the City of Missoula, within the first 14 days of the start of services at the Poverello Center.
      - i. Topics to include:
        1. Mental Health First Aid
        2. Crisis Intervention Team Program Overview

3. Safety Considerations and De-escalation Techniques
4. Native Community Cultural Considerations
5. LGBTQIA+ Information and Resources
6. NAMI Consumer and Family Perspective
- ii. Featured trainers to include:
  1. Theresa Williams, LCSW, CIT Program Manager
  2. Missoula's Crisis Intervention Team Instructors
- iii. Contractor will participate in ongoing trainings on a regular basis, no less than every six (6) months, should the contract extend through that length of time.
- iii. Contractor is to monitor the entire property, adjacent public right of way, and other private property in the direct vicinity as identified, to include a perimeter survey at least every two hours; Contractor services shall pertain only to the outside of the building and surrounding perimeter.
- iv. Contractor shall assist staff in the event of an emergency evacuation of the site to ensure occupied rooms are cleared and accountability of guests is maintained. Contractor shall assist with any security concerns that Poverello Center staff have.
- v. A pre shift briefing will be provided to Contractor by site staff at the beginning of every shift. Items to be included: Name and contact of onsite staff, any safety concerns that staff have, and a report of safety concerns from previous shift.
- vi. Contractor will provide a weekly site security rollup email to be sent out to Poverello Center staff (Jill Bonny, Kristen Patton, Clair Bopp, and any other staff requested) and City of Missoula staff (Emily Armstrong, and any other staff requested) by the appointed Rogers International Security Site Manager.
- vii. Contractor will advise any individuals attempting to camp on the site or directly in public right of way adjacent to the site, either in a tent, on the ground, or in a vehicle, that camping is prohibited, and they must move.
- viii. Contractor will not detain or hold any individual under citizen's arrest that is not committing an act of violence.
- ix. Contractor will wear casual branded attire with company name clearly visible.
- x. Contractor is authorized to carry a firearm only if firearm is concealed at all times; Contractor may not carry any firearms inside any Poverello Center building and must remove and safely store any firearms before building entry.
- xi. Contractor will assist wherever possible in coordinating with responding emergency medical services or responding law enforcement.
- xii. Contractor is welcome to access and utilize the Poverello building for breaks and bathroom needs as long as firearm is removed and stored prior to entry. Every attempt to provide heating / cooling and wifi will be made by the Poverello Center.
- xiii. Contractor will provide the foregoing services pursuant to the following fee schedule:
  - i. Classification: Normal
    1. Straight time: \$30 per hour, per officer
    2. Overtime \$45 per hour, per officer
  - ii. Classification: Holiday

1. Straight time: \$45 per hour, per officer
- iii. Total amount not to exceed: \$28,000
- iv. Overtime rate will apply to the following: work in excess of 12 hours per day or 40 hours per week; work on New Year's Day, New Year's Eve, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Eve, and Christmas Day; and

b. If authorized in writing as provided in this subsection, Contractor shall also furnish additional services. To the extent additional services have been identified at the time of executing this Agreement, they are itemized in the above Scope of Work and will be paid for by City as indicated in Section 4. As further additional services are requested of Contractor, this Agreement may be modified and subject to mutual consent by execution of an addendum by authorized representatives of both parties, setting forth the additional scope of services, their performance time schedule, and the compensation for such services.

**4. Payment:**

a. City agrees to pay Contractor for services outlined in Scope of Work. Contractor shall be compensated for additional services authorized pursuant to Section 3.b. above, which have not been identified at the time of executing this Agreement as more particularly described in a fully approved and executed addendum to this Agreement. Payment for work beyond that described in the Scope of Work or as contained in a fully approved and executed addendum to this Agreement is expressly denied without prior written authorization from City. Such authorization must include signature of the Mayor.

b. Contractor shall submit statements every two weeks for basic and additional services rendered. City shall pay Contractor within 14 days of receipt of an itemized invoice for the services rendered or shall notify Contractor of any dispute by City concerning the performance of any services and the basis therefore and shall pay Contractor within thirty days for the services not in dispute. If any items are disputed by City, Contractor and representatives of City shall meet and confer regarding the disputed items within ten business days after City notifies Contractor of the services in dispute. City shall pay for any disputed services for which the dispute has been resolved to the satisfaction of the City within thirty days after such resolution. Payment is processed and approved through the standard city system and may be subject to minor delays due to holidays and other events that impact approval and payment.

**5. Independent Contractor Status:** The parties agree that Contractor, is an independent contractor for purposes of this agreement and the parties agree that Contractor is and shall be an independent contractor when performing services pursuant to this agreement. Contractor is not subject to the terms and provisions of the City's personnel policies handbook and may not be considered a City employee for workers' compensation or any other purpose. Contractor is not authorized to represent the City or otherwise bind the City in any dealings between Contractor and any third parties.

Contractor shall comply with the applicable requirements of the Workers' Compensation Act, Title 39, Chapter 71, MCA, and the Occupational Disease Act of Montana, Title 39, Chapter 71, MCA. Contractor shall maintain workers' compensation coverage for all members and employees of Contractor's business, except for those members who are exempted by law.

Contractor shall furnish the City with copies showing one of the following: (1) a binder for workers' compensation coverage by an insurer licensed and authorized to provide workers' compensation insurance in the State of Montana; or (2) proof of exemption from workers' compensation granted by law for independent contractors.

**6. Indemnity and Insurance:** For other than professional services rendered, to the fullest extent permitted by law, Contractor agrees to defend, indemnify, and hold the City harmless against claims, demands, suits, damages, losses, and expenses connected therewith that may be asserted or claimed against, recovered from or suffered by the City by reason of any injury or loss, including but not limited to, personal injury, including bodily injury or death, property damage, occasioned by, growing out of, or in any way arising or resulting from any intentional or negligent act on the part of Contractor or Contractor's agents or employees.

For the professional services rendered, to the fullest extent permitted by law, Contractor agrees to indemnify and hold the City harmless against claims, demands, suits, damages, losses, and expenses, including reasonable defense attorney fees, to the extent caused by the negligence or willful misconduct of the Contractor or Contractor's agents or employees.

For this purpose, Contractor shall provide City with proof of Contractor's liability insurance issued by a reliable company or companies for personal injury and property damage in amounts not less than as follows:

- Workers' Compensation—statutory
- Employers' Liability—\$1,000,000 per occurrence; \$2,000,000 annual aggregate
- Combined Commercial General Liability/ Professional Errors and Omissions —\$500,000 per occurrence; \$1,000,000 annual aggregate
- Automobile Liability—\$1,000,000 property damage/bodily injury; \$2,000,000 annual aggregate

City shall be included or named as an additional or named insured on the Commercial General and Automobile Liability policies. The insurance must be in a form suitable to City.

**7. Professional Service:** Contractor agrees that all services and work performed under this agreement will be accomplished in a professional manner, in accordance with the accepted standards of Contractor's profession.

**8. Compliance with Laws:** Contractor agrees to comply with all federal, state and local laws, ordinances, rules and regulations.

**9. Nondiscrimination and Affirmative Action:** Contractor agrees and shall comply with the following Non-Discrimination and Affirmative Action policies:

**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, sexual orientation, gender identity or expression, 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.

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.

**10. Default and Termination:** 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 the first paragraph of this agreement.

**11. Modification and Assignability:** This document contains 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 amendment signed by both parties hereto. The Contractor may not subcontract or assign Contractor's rights, including the right to compensation or duties arising under this agreement, without the prior written consent of City. Any subcontractor or assignee will be bound by all of the terms and conditions of this agreement.

**12. Ownership and Publication of Materials:** All reports, information, data, and other materials prepared by the Contractor pursuant to this agreement are the property of the City. The City has the exclusive and unrestricted authority to release, publish or otherwise use, in whole or part, information relating thereto. Any re-use without written verification or adaptation by the Contractor for the specific purpose intended will be at the City's sole risk and without liability or legal exposure to the Contractor. No material produced in whole or in part under this agreement may be copyrighted or patented in the United States or in any other country without the prior written approval of the City.

**13. Liaison:** designated liaison with Contractor is Emily Armstrong, and Contractor's designated liaisons with City is are David Pritchard and Lynlea (Lyn) Pritchard. The 24/7 contact number is 406-396-9275.

**14. 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.

**15. Applicability:** This agreement and any extensions of it shall be governed and construed in accordance with the laws of the State of Montana.


WITNESS, the parties here have executed this instrument the day and year first above written.

**CONTRACTOR:**  
Rodgers International Security

  
David Pritchard (Oct 8, 2021 1:24 MDT)  
\_\_\_\_\_  
David Pritchard

**ATTEST:**

**MAYOR**  
City of Missoula, Montana

  
John Engen (Oct 13, 2021 14:55 MDT)  
\_\_\_\_\_  
John Engen

**APPROVED AS TO FORM:**

*Martha L. Rehbein*  
Marty Rehbein (Oct 13, 2021 15:46 MDT)

Martha L. Rehbein, CMC, City Clerk

*JIM NUGENT*  
JIM NUGENT (Oct 13, 2021 14:21 MDT)

Jim Nugent, City Attorney

(SEAL)













# A# 8484 Pov Broadway Security Contract\_Final 10.7.21

Final Audit Report

2021-10-13

Created:	2021-10-07
By:	Suraya Saadat (SaadatS@ci.missoula.mt.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAk3R9mAN1mFgkXMgKsfSTrsCVMANIBS


## "A# 8484 Pov Broadway Security Contract\_Final 10.7.21" History

-  Document created by Suraya Saadat (SaadatS@ci.missoula.mt.us)  
2021-10-07 - 8:23:13 PM GMT- IP address: 63.235.58.131
-  Document emailed to david pritchard (riss47@outlook.com) for signature  
2021-10-07 - 8:49:11 PM GMT
-  Email viewed by david pritchard (riss47@outlook.com)  
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-  Suraya Saadat (SaadatS@ci.missoula.mt.us) replaced signer david pritchard (riss47@outlook.com) with CONTACT@ROGERSINTERNATIONAL.US  
2021-10-07 - 8:51:18 PM GMT- IP address: 63.235.58.131
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-  Document e-signed by david pritchard (riss47@outlook.com)  
Signature Date: 2021-10-08 - 5:24:19 PM GMT - Time Source: server- IP address: 184.166.81.218
-  Document emailed to Leigh Griffing (griffingl@ci.missoula.mt.us) for approval  
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-  Document approved by Leigh Griffing (griffingl@ci.missoula.mt.us)  
Approval Date: 2021-10-12 - 6:05:13 PM GMT - Time Source: server- IP address: 63.235.58.131





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Adobe Sign





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 Agreement completed.  
2021-10-13 - 9:46:49 PM GMT



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