

FIRST AMENDMENT TO CONTRACT A#8484

between

the City of Missoula and Rodgers International Security

for

Security Services at the Emergency Winter Shelter

THIS document amends the CONTRACT AGREEMENT, by and between CITY OF MISSOULA, MONTANA, a municipal corporation organized and existing under the laws of the State of Montana, 435 Ryman, Missoula, MT 59802, hereinafter referred to as "City," and **Rodgers International Security** whose address is 1211 S. Reserve St., STE-B3, Missoula, MT 59801, herein referred to as the "Contractor".

Sections 2, 3, and 6 of the Award Agreement are hereby amended to read:

2. Effective Date: This Agreement is effective upon the date of its execution by both parties. This Agreement will remain in effect through October 31, 2022, or upon 30 days' notice by the City to Contractor of its desire to terminate the Agreement by giving such notice to Contractor's designated liaison identified below.

3. Scope of Work: Contractor will perform the work and provide the services in accordance with the scopes outlines in Exhibit A and the following requirements:

- a. Contractor will work with City staff, in collaboration with Missoula County staff and other partners, to understand the full scopes of work at each of the following four sites, as outlined in Exhibit A. For the initial 6 months (November through April) all entities will meet on a regular basis, no less than once per month, to discuss security needs across the sites and make adjustments. After 6 months the frequency may decrease if/as needed upon agreement by City and Contractor. The four sites are as follows:
 - i. Poverello Center Main Shelter
 - ii. Emergency Winter Shelter
 - iii. Authorized Camping Area
 - iv. Temporary Safe Outdoor Space
- b. 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 any new site.
 - 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.

- c. 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.
- d. 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.
- e. Contractor will provide a weekly site security rollup email to be sent out to the identified contacts at each site, to be named in the site-specific scope, and City of Missoula staff (Emily Armstrong, and any other staff as requested) by the appointed Rogers International Security Site Manager.
- f. Contractor will not detain or hold any individual under citizen's arrest that is not committing an act of violence.
- g. Contractor will wear casual branded attire with company name clearly visible.
- h. 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.
- i. Contractor will assist wherever possible in coordinating with responding emergency medical services or responding law enforcement.
- j. Contractor will hire and contract an adequate number of FTE across all four sites to 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: \$670,000
 - 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, Veteran's Day, Thanksgiving Day, Christmas Eve, and Christmas Day; and
- k. 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.

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 —\$1,000,000 per occurrence; \$2,000,000 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.

IN WITNESS OF THE TERMS SET OUT ABOVE, the parties have executed this administration agreement amendment.

CITY OF MISSOULA

John Engen, Mayor

Date

ATTEST:

Martha L. Rehbein, CMC

Date

CONTRACTOR

Rodgers International Security

Date