Contract
Between City of Missoula and
Communication and Management Services, LLC

I.   Parties

This Contract is made and entered into this January 31, 2022, between the City of Missoula, 435 Ryman Street, Missoula, MT 59802 (referred to as City), and CMS, Communication and Management Services, LLC (referred to as the Consultant), whose principal office is located at 629 Helena Ave, P.O. Box 1251, Helena, MT 59624.

II.   Purpose and scope

The consultant will perform classification evaluations to assist the City of Missoula in implementing the classification system.

CMS proposes to classify 100 positions under the new classification and pay plan system. Each position will be reviewed according to the classification process listed below.

The classification process will include:
- Job Description review and evaluation,
- Audit of the position with manager or supervisor (if necessary), and
- A market analysis.

III.   Compensation

For services to be provided under this Contract, the City will pay the Consultant according to the cost schedule below. This includes all compensation for incidental expenses and CMS office operation and related overhead.

Item	Costs
Conducting 100 classifications under the new classification plan	$33,000

The total amount of payments for services under this contract will not exceed $33,000 without prior approval from the City. The City will also pay travel cost that will be billed per City policy. No additional charges, fees, costs, or expenses may be added without prior written approval of the City. The Consultant will provide additional services outside the scope of work for a rate of $130.00 per hour.

The Consultant will submit a monthly invoice for services performed under Section II. The City will verify invoices and expenditure receipts as applicable and pay the Consultant within 30 days of receipt of the bill. Any outstanding balances not in dispute remaining thirty days after receipt of the invoice will accrue a finance charge of 1% per month until paid.

IV.   Project duration/renewability

The Consultant will provide the above stated services for the City from the date of this contract through June 30, 2022.   Contingent upon satisfactory performance, the Consultant may have the opportunity to renew this contract for two additional fiscal years

at a figure reasonably close to the present contract price.

V.   Deliverables (ownership of publications and materials)
The City owns all working papers, interim and final reports, and other end products of this contract. The Consultant agrees to maintain the confidentiality of those records of the City that may be confidential except that the City will have access to such confidential records.

VI.   Nondiscrimination
No individual shall be discriminated against with regard to compensation, terms, conditions, or other privileges of employment because of race, ancestry, color, mental or physical disability, religion, national origin, sex, age, marital or familial status, creed, ex-offender status, physical condition, genetic information, political ideas, public assistance status, sexual orientation, gender identity and/or gender expression except where these criteria are reasonable bona fide occupational qualifications.

VII.   Access for monitoring and review
The Consultant will grant the City and its agents' access at any reasonable time to project activities and all financial and operational records pertaining to it to carry out monitoring and review to determine compliance with the contract. The City agrees to provide the Consultant reasonable access during normal business hours, to information not privileged or confidential, which may be necessary for the Consultant to perform the obligations under this contract.

VIII.   Independent Contractor
It is mutually agreed that the Consultant is an independent contractor and is not an employee of the City for purposes of this contract and is not covered by Worker's Compensation laws applicable to the City as an employer. The Consultant will not undertake to provide any of the services defined in Section II, Purpose and Scope, until such time that proof of a Worker's Compensation and/or approved exemption has been submitted to the City and attached to this contract.

IX.   Liaison
The liaison representatives for the respective parties to whom all communication concerning this contract will be directed are Angela Simonson, Human Resources Manager, City of Missoula, representing the City; and Jim Kerins, Communication and Management Services, LLC, P.O. Box 1251, Helena MT 59624 representing the Consultant.

CMS contact:	Jim Kerins	jkerins@cmsmontana.com,
406-442-4934		
City of Missoula contact:	Angela Simonson	SimonsonA@ci.missoula.mt.us
406-552-6128		

X.   Amendments in writing

This contract contains the entire agreement between the parties, and no statements, promises, or inducements made by either party or agent of either party that are not contained in this written contract are valid or binding. This contract may not be enlarged, modified, or altered except in writing, signed by the parties. No change, addition, or erasure of any printed portion of this contract is valid or binding upon either party.

XI. **Hold harmless and indemnification**
The Consultant, and City shall hold harmless and indemnify each other and their agents, principals, and contractors from and against any and all claims, damages, losses, demands, judgements, costs of suit, defense expenses, and attorney's fees to the extent arising out of or resulting from wrongful acts, errors, omissions, or negligence, or from failure to comply with the requirements of this contract or with all federal, state, and local laws, regulations, and ordinances applicable to the work to be completed under this contract.

XII. **Severability**
It is understood and agreed by the parties hereto that if any term or provision of this contract is by the courts held to be illegal or in conflict with any Montana law, the validity of the remaining terms and provisions will not be affected, and the rights and obligations of the parties will not be construed and enforced as if this contract did not contain the particular term or provision held to be invalid.

XIII. **Termination**
Except as otherwise provided in this contract, either party may terminate this contract for failure of the other party to perform any of the services, duties, or conditions contained in this contract after giving thirty (30) days written notice by registered mail or personal delivery to the other party. The written notice must demand performance of the stated failure within a specified time period of not less than thirty (30) days. If the demanded performance is not completed within the specified time period, the termination is effective at the end of that specified time period.

XIV. **Montana's law and venue**
The parties agree that any action at law, suit in equity, or judicial proceeding for the enforcement of this contract or any provision thereof will be instituted only in the courts of the State of Montana, and it is mutually agreed that this contract will be governed by the laws of the State of Montana, both as to interpretation and performance. In the event of litigation concerning the terms of this contract, venue will be in the Fourth Judicial District in and for the City of Missoula, Montana.

XV. **Date and signature**
This contract will become effective upon the date of the last signature of the parties indicating acceptance and agreement to the terms and conditions.

The parties expressly intend and agree that any services performed under this contract, on or after January 31, 2022, and prior to its effective date will be compensated as provided for in Section III, Compensation, above.

We declare that we are legally capable of, and authorized to, enter into this binding contractual agreement.

Consultant:

By: _____   _____
    Jim Kerins   Date

Consultant tax identification number: 81-0515137
Mailing address: P.O. Box 1251, Helena, MT 59624

City of Missoula:

By: _____   _____
    Signature   Date

    _____
    name - please print

By: _____   _____
    Signature   Date

    _____
    name - please print

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