

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into this 15 day of March 2022, 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 Consilience Group, LLC, 2157 Madison Ave., Memphis, TN38104, hereinafter referred to as “Consultant.”

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:** City agrees to hire Consultant as an independent contractor to perform for City services described in the Scope of Services attached hereto as Exhibit “A” and by this reference made a part hereof.

2. **Effective Date:** This Agreement is effective upon the date of its execution and will terminate on the 30 day of June, 2022.

3. **Scope of Work:** Consultant will perform the work and provide the services in accordance with the requirements of the Scope of Services.

4. **Payment:** City agrees to pay Consultant an amount not to exceed Fifty-Five Thousand Dollars (\$55,000) for services performed pursuant to the Scope of Services. Any alteration or deviation from the described work that involves extra costs will be performed by Consultant after written request by the City, and will become an extra charge over and above the contract amount. The parties must agree upon any extra charges in writing.

5. **Independent Contractor Status:** The parties agree that Consultant is an independent contractor for purposes of this Agreement and is not to be considered an employee of the City for any purpose. Consultant 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. Consultant is not authorized to represent the City or otherwise bind the City in any dealings between Consultant and any third parties.

Consultant 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. Consultant shall maintain workers’ compensation coverage for all members and employees of Consultant’s business, except for those members who are exempted by law.

Consultant 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:** Consultant agrees to indemnify, defend and save the City, its officers, agents and employees harmless from any and all losses, damage and liability occasioned by, growing out of, or in any way arising or resulting from any intentional or negligent act on the part of Consultant or Consultant's agents or employees. For this purpose, Consultant shall provide City with proof of Consultant's liability insurance issued by a reliable company or companies for personal injury and property damage, in an amount not less than \$1.0 million for each occurrence. The insurance must be in a form suitable to City.

Consultant shall maintain, during the term of this contract, **Professional Errors and Omissions Insurance** in the minimum amount of \$1,000,000.00.

7. **Professional Service:** Consultant agrees that all services and work performed hereunder will be accomplished in a professional manner.

8. **Compliance with Laws:** Consultant agrees to comply with all federal, state and local laws, ordinances, rules and regulations. Consultant agrees to purchase a City business license.

9. **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 or sexual orientation, gender identity or expression, except where these criteria are reasonable bona fide occupational qualifications.

10. **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. **See Exhibit "B": The City's Non-Discrimination & Affirmative Action Policy Statement**

11. **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.

12. **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 agreement

signed by both parties hereto. The Consultant may not subcontract or assign Consultant'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.

13. Ownership and Publication of Materials: All reports, information, data and other materials prepared by the Consultant other than its existing copywrited training materials and tools are the property of the City. The City has the exclusive and unrestricted authority to release, publish or otherwise use, in whole or in part, materials created specifically for the City. It does not have authority to release, publish or otherwise use the Consultants copywrited training materials and tools.

14. Liaison: City's designated liaison with Consultant is Traci Sampson, Managing Principal, and Consultant's designated liaison with City is Angela Simonson, Chief Human Resources Officer.

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

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

CITY OF MISSOULA, MONTANA

By _____

JOHN ENGEN, Mayor

ATTEST:

By _____

**MARTHA L. REHBEIN, C.M.C.
City Clerk**

CONSULTANT (Print Name Above)

By _____

Print Name: _____

Print Title: _____

APPROVED AS TO FORM

By _____
JIM NUGENT, City Attorney



Proposed Scope of Work

Justice, Equity, Diversity, and Inclusion: Foundations of JEDI Leadership Training Program

Purpose: Build foundational knowledge and skills of City management staff and JEDI Team to catalyze and launch cultural transformation for JEDI principles, assess City JEDI capacities and prioritize opportunities for JEDI policy and practice across the city.

Project Objectives:

- Implement pre- and post-training assessment to establish baseline and change after training
- Train City Leaders and JEDI Team members on foundational JEDI values as they relate to the City of Missoula’s existing guiding principles and strategic frameworks, as well as foundational JEDI knowledge and skills through proven adult learning techniques for cognitive processing (interactive and experiential learning; knowledge quiz) and affective processing (safe space for learning; aligning training to intrinsic and explicit personal and organizational values and motivations)
- Provide tools for applying skills to demonstrate measurable and observable individual leadership and organizational behavior change, post-workshops
- Support identification of recommended strategic priorities from JEDI Team for priority JEDI work

Proposed Training Tracks

City Leadership

Activity	Duration	Learning Objectives	Measurement Tool
Pre-Training Survey: Knowledge, Attitudes, and Confidence	1 week	<ul style="list-style-type: none"> • Assess baseline understanding of JEDI knowledge and values • Assess level of commitment and confidence in ability to practice JEDI skills 	On-Line Survey
<i>Pre-Work Kick-Off Session: Review disparity data and City strategy materials</i>	1 week	<ul style="list-style-type: none"> • Review JEDI Resolution and City Guiding Principles related to JEDI practice • Identify key disparities within community • Identify examples of JEDI principles already in practice • Identify opportunities to strengthen City JEDI practice 	Participant Presentation
Kick-Off Session: Level-Set and Align Core Concepts and Expectations (one session – all managers)	90 minutes	<ul style="list-style-type: none"> • Discuss JEDI core concepts and principles • Identify how JEDI core concepts and principles are infused and aligned with Strategic Framework • Identify alignment between JEDI values and personal leadership values and goals • Discuss high level municipal DEI/JEDI strategy frameworks • Discuss foundation change management concepts • Identify potential resistance and barriers to JEDI practice adoption • Discuss the role and required competencies of organizational leaders for JEDI work 	Post-workshop Questionnaire: knowledge and attitudes
<i>Pre-Work Learning Session 1: Reading and Reflection</i>	1 week	<ul style="list-style-type: none"> • Identify impacts of historical discrimination on social conditions today • Identify possible ways the City might perpetuate these conditions 	Participant Presentation



Proposed Scope of Work

Justice, Equity, Diversity, and Inclusion: Foundations of JEDI Leadership Training Program

<u>Learning Session 1:</u> Drivers of Justice, Equity, and Inclusion (delivered twice, approximately 40 participants each)	3 hours	<ul style="list-style-type: none"> • Develop shared understanding of drivers of well-being and how they relate to JEDI • Gain deeper insight into common challenges and root causes of barriers faced by families living in conditions of poverty • Identify structural and social conditions that drive inequities for specific communities and populations, with an emphasis on the intersectionality of historically marginalized groups • Identify opportunities for City to more effectively address root causes of inequities • Discuss foundation concepts of belonging and bias 	Post-workshop Questionnaire: knowledge and attitudes
<i>Pework Learning Session 2: Implicit Association Test and Reflection</i>	1 week	<ul style="list-style-type: none"> • Identify unconscious preferences 	
<u>Learning Session 2:</u> Leading for a Culture of Belonging (delivered twice, approximately 40 participants each)	3 hours	<ul style="list-style-type: none"> • Identify dimensions of cultural identity, cultural competency, and cultural humility, and their impacts on leading a culture of belonging • Describe bias, and identify impacts of negative bias on culture and organizational performance • Describe different types of bias and discrimination • Describe behaviors manifested by bias • Assess individual level of cultural competency • Identify personal goals for increasing cultural competency 	<p>Cultural Competency Self-Assessment: Individual Level</p> <p>Cultural Competency Skill Application Plan (action commitment)</p> <p>Post-workshop Questionnaire: knowledge and attitudes</p>
<i>Pre-Work: CC Skill Application Reflection</i>	2 weeks	<ul style="list-style-type: none"> • Identify progress on selected action priority 	Progress Report
Mobilizing for JEDI (all leader session)	90 min	<ul style="list-style-type: none"> • Assess progress and share learnings for CC skill development • Discuss JEDI domain-specific planning framework <ul style="list-style-type: none"> ○ Using data – what data can and can't do ○ Authentic Community Engagement ○ Scenario Planning/Burden and Unintended Consequences • Identify focus areas for applying JEDI planning framework to strategic action teams 	<p>Participant Skill Progress Reports</p> <p>Post-Workshop Questionnaire: Focus areas for applying planning framework</p>
Post-Training Survey		<ul style="list-style-type: none"> • Assess post-training understanding of JEDI knowledge and values • Assess level of commitment and confidence in ability to practice JEDI skills • Identify needs and wants for further training • Identify opportunities for organization-level training 	Survey



Proposed Scope of Work

Justice, Equity, Diversity, and Inclusion: Foundations of JEDI Leadership Training Program

JEDI Team

Activity	Duration	Learning Objectives	Measurement Tool
Pre-Training Survey: Knowledge, Attitudes and Confidence	1 week	<ul style="list-style-type: none"> Assess baseline understanding of JEDI knowledge and values Assess level of commitment and confidence in ability to practice JEDI skills 	On-Line Survey
<i>Pre-Work Kick-Off Session: Review disparity data and City strategy materials</i>		<ul style="list-style-type: none"> Review JEDI resolution and City Guiding Principles related to JEDI practice Identify key disparities within community Identify examples of JEDI principles already in practice Identify opportunities to strengthen City JEDI practice 	Participant Presentation
Kick-Off Session: Level-Set and Align Core Concepts and Expectations	90 minutes	<ul style="list-style-type: none"> Discuss JEDI core concepts and principles Identify how JEDI core concepts and principles are infused and aligned with Strategic Framework Identify JEDI alignment values with personal leadership values and goals Discuss foundation change management concepts Identify potential resistance and barriers to JEDI practice adoption Identify the role and required competencies of JEDI team members for JEDI work 	Post-workshop Questionnaire: knowledge and attitudes
<i>Pre-Work Learning Session 1: Reading and Reflection</i>	1 week	<ul style="list-style-type: none"> Identify impacts of historical discrimination on social conditions today Identify possible ways the City might perpetuate these conditions 	Participant Presentation
<u>Learning Session 1:</u> Drivers of Justice, Equity, and Inclusion	3 hours	<ul style="list-style-type: none"> Develop shared understanding of drivers of well-being and how they relate to JEDI Gain deeper insight into common challenges and root causes of barriers faced by families living in conditions of poverty Identify structural and social conditions that drive inequities for specific communities and populations, with an emphasis on the intersectionality of historically marginalized groups Identify opportunities for City to more effectively address root causes of inequities Discuss foundation concepts of belonging and bias 	Post-workshop Questionnaire: knowledge and attitudes
<i>Pre-Work Learning Session #2: Implicit Association Test and Reflection</i>	1 week	<ul style="list-style-type: none"> Identify unconscious preferences 	
<u>Learning Session 2:</u> Leading for a Culture of Belonging	3 hours	<ul style="list-style-type: none"> Identify dimensions of cultural identity, cultural competency, and cultural humility, and their impacts on leading a culture of belonging 	Cultural Competency Self-Assessment: Individual Level



Proposed Scope of Work

Justice, Equity, Diversity, and Inclusion: Foundations of JEDI Leadership Training Program

		<ul style="list-style-type: none"> Describe bias, and identify impacts of negative bias on culture and organizational performance Describe different types of bias and discrimination Describe behaviors manifested by bias Assess individual level of cultural competency Identify personal goals for increasing cultural competency 	<p>Cultural Competency Skill Application Plan</p> <p>Post-workshop Questionnaire: knowledge and attitudes</p>
<i>Pre-work Learning Session 3: Reading and Reflection</i>	2 weeks	<ul style="list-style-type: none"> Identify best practices for change management Identify potential resistance and concerns 	
<u>Learning Session 3: Leading Change for JEDI – Part 1</u>	3 hours	<ul style="list-style-type: none"> Discuss change management best practices (WWFM) to build buy-in for JEDI work Identify practices empathetic listening and inclusive collaboration, including establishing safe space, perspective-taking and leveraging productive conflict Demonstrate empathetic listening, conversation and collaboration skills 	Learner reflection and role play demonstration
<i>Pre-work Learning Session 4: Reading and Reflection</i>	2 weeks	<ul style="list-style-type: none"> Identify best practices for change management Identify potential resistance and concerns 	
<u>Learning Session 4: Leading Change for JEDI – Part 2</u>	3 hours	<ul style="list-style-type: none"> Discuss approaches to persuasive messaging for equity Practice approaches to persuasive messaging for equity Identify specific strategies and applications for operationalizing JEDI change management strategies Identify Action Commitments for application of one or more change management practices 	<p>Completion of Learner Message Maps</p> <p>Completion of Action Commitments</p>
Post-Training Survey & Final Impact Report		<ul style="list-style-type: none"> Assess post-training understanding of JEDI knowledge and values Assess level of commitment and confidence in ability to practice JEDI skills Identify needs and wants for further training Identify opportunities for organization-level training 	<p>Survey</p> <p>Survey Findings</p>

City Leadership and JEDI Team: Aligning for Authentic Community Engagement

Prerequisites:

- Drivers of Justice, Equity, and Inclusion Workshop
- Leading for a Culture of Belonging Workshop

Activity	Duration	Learning Objectives	Measurement Tool
<i>Pre-work Learning Session 3: Spectrum of Public Participation – Organizational Assessment</i>	2 weeks	<ul style="list-style-type: none"> Identify perception of department- and city-wide practice along the Spectrum of Public Participation Complete organizational Cultural Competency and Community Engagement Assessment 	Spectrum of Public Participation Organizational Assessment Worksheets



Proposed Scope of Work

Justice, Equity, Diversity, and Inclusion: Foundations of JEDI Leadership Training Program

			Organizational Cultural Competency and Community Engagement Assessment
Workshop: Strengthening Authentic Community Engagement	3 hours	<ul style="list-style-type: none"> Discuss principles and practices for authentic community engagement Assess departmental and organizational readiness to practice authentic community engagement Identify potential city-wide or departmental guiding principles, policies and practices for authentic community engagement 	Recommendations for guiding principles, policies and practices for authentic community engagement (<i>note: Consilience Group will compile/deliver participant input into draft Guiding Principles and organizational action priorities</i>)

I. Fee and Timeline

The training and professional services fee for the activities described above is \$55,000. The estimated timeline for this work is April/May 2022 – June/July 2022 depending on stakeholder availability.

The fee and timeline assume the following:

- City staff will be the “face” of the initiative, handling communications and scheduling.
- Consilience Group will support these activities with coaching and content as needed.
- All work sessions will be virtual - the virtual platform will be provided by Consilience Group.
- Leadership and staff from the City of Missoula will be available for timely review and feedback.
- Work requested outside the scope of this proposal will be authorized via separate authorization.

About Consilience Group

Consilience Group, LLC is a women-owned (WBE) professional services firm dedicated to the Well being of all people by improving conditions for people facing social and economic disadvantage. Based in Memphis, Tennessee, with a second location in St. Louis, Missouri, our firm has extensive experience providing planning, design, and system/quality improvements for health, social and economic equity to hundreds of institutions including local and state government, philanthropic organizations, human service nonprofits and child and youth providers since 1999.

Our work focuses on fostering cross-sector alignment for high quality of life through equitable access to essential public sector and community-based resources including housing, healthcare, transportation, food, childcare, education, recreation, justice and jobs. Our approach is built upon working within and across multiple service domains and systems to leverage ‘consilience’ – the common essence among diverse entities – for integrated, people-centered policies and services. As the National League of Cities’ Community Health Division’s strategic partner for systems transformation, as well as through direct consulting, we have supported over 35 local municipalities in collaborative systems change to improve diversity, equity and inclusion, including



Proposed Scope of Work

Justice, Equity, Diversity, and Inclusion: Foundations of JEDI Leadership Training Program

- Organizational assessment of DEI capacities, encompassing internal and external partnerships;
- Cross-agency leadership capacity-building and process design;
- Best practice research and adaptation of national and regional models to local contexts and conditions;
- Evidence-based policies and practices for affordable, healthy housing; crime prevention and reduction; equitable community and economic development; education and workforce development; early childhood development; youth development and family support;
- Bi-directional models and structures for internal, external and neighborhood partnerships; and
- Collaborating with community-based organizations and coalitions to design/implement population and neighborhood-focused planning and programs.

Exhibit B

Non-Discrimination and Affirmative Action Policy

The City of Missoula is dedicated to a policy of non-discrimination. 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.

The City is committed to Equal Employment Opportunity (EEO) recruitment guidelines as promulgated by federal and state law. All provisions of this manual shall be administered in accordance with the provisions contained in such Equal Employment Opportunity Guidelines where such guidelines are applicable and relevant.

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 or familial status, creed, ex-offender status, physical condition, genetic information, political ideas, public assistance status, sexual orientation, gender identity and/or gender expression. In keeping with this commitment, all department heads and their staff have 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 opportunities by imposing only valid requirements for employment and by 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 Human Resources Department 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. 10 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, trainees and applicants.