PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into this 9th day of May, 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 St., Missoula, MT 59802, referred to here as "City," and JG Research and Evaluation, whose principal place of business is located at 2103 Bridger Drive, Bozeman, MT 59715, hereinafter referred to as "Contractor."

RECITALS

WHEREAS, the City desires to utilize Contractor to furnish independent services in connection with an evaluation of *Reaching Home: Missoula's 10-Year Plan to End Homelessness*; 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 design and conduct an evaluation process of *Reaching Home: Missoula's 10-Year Plan to End Homelessness* and produce a report with findings and recommendations.

2. Effective Date: This Agreement is effective upon the date of its execution by both parties and will terminate on the 31 day of March, 2023, 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:

a. Contractor will perform the work and provide the services in accordance with the requirements of the Scope of Services attached here to as Exhibit A; 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 Exhibit A 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 Exhibit A in accordance with the terms and conditions laid out in Exhibit A – Compensation, and 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 Exhibit A 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 monthly statements for basic and additional services rendered. City shall pay Contractor within 30 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.

5. Independent Contractor Status: The parties agree that Consultant, is an independent contractor for purposes of this agreement and the parties agree that Consultant is and shall be an independent contractor when performing services pursuant to this agreement. 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: For other than professional services rendered, to the fullest extent permitted by law, Consultant 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 Consultant or Consultant's agents or employees.

For the professional services rendered, to the fullest extent permitted by law, Consultant 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 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 amounts not less than as follows:

- Workers' Compensation—statutory
- Commercial General Liability—$1,000,000 per occurrence; $2,000,000 annual aggregate
- Automobile Liability—$1,000,000 property damage/bodily injury; $2,000,000 annual aggregate
- Professional Errors and Omissions Liability—$1,000,000 per claim; $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: Consultant 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: Consultant agrees to comply with all federal, state and local laws, ordinances, rules and regulations.

9. Nondiscrimination and Affirmative Action: Consultant 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 Consultant may not subcontract or assign Consultant'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 Consultant 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 Consultant for the specific purpose intended will be at the City's sole risk and without liability or legal exposure to the Consultant. 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 Brandn Green (814-360-6874 / brandn@jgresearch.org), and Contractor's designated liaison with City is Emily Armstrong (406-552-6393 / armstronge@ci.missoula.mt.us).

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.

CONSULTANT:	**MAYOR** City of Missoula, Montana
_____	_____ John Engen
ATTEST:	**APPROVED AS TO FORM:**
_____ Martha L. Rehbein, CMC, City Clerk	_____ Jim Nugent, City Attorney

(SEAL)

Exhibit A: Scope of Work & Compensation

PURPOSE

Reaching Home, a program of the Community Development Division of Community Planning, Development & Innovation at the City of Missoula, leads execution of *Reaching Home: Missoula's 10-Year Plan to End Homelessness*. Reaching Home seeks to understand the full scope of progress, successes, and gaps in our efforts to meet the goals of the plan. This evaluation process will include gathering feedback from a variety of stakeholders including: providers, lived experts who use(d) housing services, community members, and others. Reaching Home plans to use the findings from this evaluation to advise the next stage of collective work to better serve all Missoulians and decrease instances of houselessness.

Reaching Home: Missoula's 10-Year Plan to End Homelessness - https://www.ci.missoula.mt.us/DocumentCenter/View/37773/Reaching-Home-Missoulas-10-Year-Plan-to-End-Homelessness-PDF

BUDGET

Total budget from the City of Missoula is not to exceed $42,000.

The project will receive additional private funding through generous partnership with United Way of Missoula County to support compensation for people with lived expertise.

COMPENSATION

Contractor will bill City at an interval in alignment with the project stages based on deliverables completed within each project stages. Contractor will also provide written updates at a regular interval to be agreed upon by both parties.

Stage 1: Project Planning - $12,000
Stage 2: Data collection - $20,000
Stage 3: Data analysis and final reports - $10,000

APPROACH

The proposed project approach and methodology will use multiple methods of data collection and analysis to complete a retrospective evaluation on the full scope of progress, successes, and gaps in Reaching Home: Missoula's 10-Year Plan to End Homelessness. One of the primary goals of the project is to gather extensive qualitative feedback from a variety of stakeholders including providers, lived experts who use or have used housing services, and community members, to broadly understand accomplishments, assess gaps, identify areas for continued progress, and address how changes in the housing landscape may shape future approaches to addressing houselessness in Missoula. We intend to use quantitative analysis of de-identified, existing client records to complement the qualitative data collection, and compare historical trends as observed in case records, against the perspectives of study participants.

JG staff will approach the evaluation of Reaching Home in the same manner we approach all applied research projects: By implementing a research plan with flexibility and approaching the project in collaboration with the Reaching Home team and the Community Development Division of Community Planning, Development, and Innovation, and other key organizations within Missoula's continuum of housing services.

Our project will unfold across three stages. **Stage 1** is the planning stage of the project and involves the development of a study workplan, data collection instruments, and recruitment materials, and constitutes our description of approach section of the solicitation. **Stage 2** is the data collection stage of the project. During this stage, JG will use multiple data sources to comprehensively understand 10 years of Reaching Home by utilizing historical client data, interviews, and knowledge gleaned during the background research period undertaken in Stage 1. **Stage 3** is the data analysis and final product stage, where JG will integrate the findings from the multiple types of data analysis completed in stage 2 into a series of final reports and presentations.

TIMELINE

Timeline subject to change based on project progress.

	May	June	July	Aug	Sept	Oct	Nov	Dec	Jan
Stage 1									
1.1 Kickoff and Workplan									
1.2 Background Research									
1.3 Research Instruments									
1.4 Recruitment									
Stage 2									
2.1 Quantitative Data Collection									
2.2 Key Informant Interviews									
2.3 Lived Expert Interviews									
2.4 Community Interviews/Focus Groups									
Stage 3									
3.1 Qualitative Data Analysis									
3.2 Quantitative Data Analysis									
2.6 Compressive Timeline Mapping									
3.3 Ongoing Updates/Final Deliverable									