

AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF MISSOULA AND MISSOULA COUNTY TO COLLABORATE ON OPERATION SHELTER

WHEREAS, the City and County have prioritized providing services and shelter to residents without a home and committed to a long-term strategy to reduce houselessness in the community through efforts such as Reaching Home, the 10-year Plan to End Homelessness; and

WHEREAS, the pandemic has exacerbated and made more acute the need to provide services to Missoula's unhoused population, leading to Operation Shelter, an effort led by Missoula's City/County Office of Emergency Management to make recommendations for emergency houselessness efforts; and

WHEREAS, the federal American Rescue Plan Act (ARPA) allocated funding to the City and County to aid in post-pandemic recovery, including addressing houseless issues, and provides a once in a lifetime opportunity to catalyze change in our systems and structures that respond to the needs of unhoused residents;

WHEREAS, City and County leadership understands that the challenge of houselessness is complex, fluid, and will take significant time and resources to address, and is committed to working towards a community where all residents have access to the shelter and services they need, and;

WHEREAS, the City and County have budgeted ARPA and other funds in fiscal year 2022 and 2023 for houselessness issues, including recommendations from Operation Shelter; and

WHEREAS, the City and County desire to collaborate on these issues to improve efficiency and effectiveness in allocating the limited funding available to support houselessness issues.

NOW THEREFORE, BE IT RESOLVED, the City and County shall enter into an interlocal agreement to support houselessness issues and implement the recommendations of Operation Shelter as follows:

- I. **PURPOSE.** The purpose of this Agreement is to memorialize the parties' agreement to design, implement and operate certain recommendations of Operation Shelter as outlined in Appendix A for fiscal year 2022 and 2023.
- II. **AUTHORITY.** Interlocal Agreements are authorized by the Interlocal Cooperation Act, at Title 7, Chapter 11, Part 1, MCA, to permit local governments to make the most efficient use of their powers by enabling them to cooperate on a basis of mutual advantage in serving the needs of the community.
- III. **PROJECT MANAGEMENT**

- A. The County and City will establish oversight for the management of the process as follows:
 - 1. Senior Managers shall be the Chief Administrative Officer from each entity. The Senior Managers shall be the primary contact for the selected contractor/s and will be responsible for communications regarding the overall relationship; contractual matters and gaining approval from funding sources as necessary.
 - 2. The Shelter Project Coordinator shall be responsible for communication with the vendor/s regarding project issues and changes and will coordinate implementation activities. The Shelter Project Coordinator will work closely with the Houseless Operations Specialist (City). The Senior Managers shall appoint the Shelter Project Coordinator.
 - 3. Subject Matter Experts from the User Agencies shall be made available throughout the project as requested by the Shelter Project Coordinator and Houseless Operations Specialist. These Subject Matter Experts will have the responsibility of providing key technical information from the end-user perspective.
- B. The Senior Managers shall unanimously approve of all contracts prior to approval by the applicable governing body as necessary.
- C. Either the City or County procurement process can be used for the acquisition of assets or services. No party shall bind the other absent prior approval per Section III. B.
- D. If needed, the Senior Managers will appoint an RFQ or RFP Selection Committee. The Committee shall, by majority vote, approve the vendor/s as a result of the procurement process prior to approval by the applicable governing body as necessary.
- E. The Senior Managers shall unanimously approve whether the County or City will be the contracting party with the vendor/s. The Senior Managers will negotiate vendor/s contract for the Board of County Commissioners, City Council and/or the Mayor to approve.

IV. CONTRACT OWNERSHIP AND ADMINISTRATION

- A. The Senior Manager of the entity that contracts with a vendor will be responsible for identifying a primary contact with the vendor.

V. FINANCE

- A. Project Costs
 - 1. All cost associated within the original scope, as outlined in Appendix A, will be split 50% City and 50% County, subject to appropriation by each entity.
 - 2. The contracting party will be responsible for billing the other party for its share of the project on a quarterly basis.
 - 3. FY2022 ARPA allocations for Operation Shelter by the City (up to \$1,342,375) and County (up to \$1,300,000) total two million six-

hundred forty-two thousand three-hundred and seventy-five dollars (\$2,642,375).

4. FY2023 ARPA allocations for Operation Shelter by the City (up to \$964,506) and County (up to \$1,300,000) total two million two-hundred sixty-four thousand five-hundred and six dollars (\$2,264,506).
- B. If the City and County desire additional services to the benefit of both, the costs will be shared 50% City and 50% County. If, however, new services are desired and serve the interests of only one unit of government, that unit will bear the cost of acquisition. Senior Managers will agree upon new services prior to approval by the applicable governing bodies.
- C. If the budget authority of either government unit ends, the other government unit, may, at its discretion continue the Operation Shelter Services and this agreement.

VI. INDEMNIFICATION, LIABILITY AND INSURANCE

- A. The parties agree to each carry insurance at the limits set out in § 2-9-108 Montana Code Annotated (MCA) and in accordance with and as required under § 2-9-211 MCA. Upon request, the parties agree to provide one another with valid certificates of insurance evidencing such coverage.
- B. The parties further agree that each will hold the other harmless, as well as indemnify, defend, discharge and release the other from and against all claims, loss or damage, including reasonable attorneys' fees, costs and expenses, incurred due to the indemnifying party's performance of, or failure to perform, its duties hereunder.
- C. Both parties agree to compensate the other party for losses arising out of the agreement to the extent those losses are caused by the indemnifying party's breach of the contract.

VII. EFFECTIVE DATE, DURATION, DISSOLUTION AND DISPOSAL OF PROPERTY

- A. This Agreement will become effective and binding upon ratification by both parties.
- B. This Agreement will remain in effect to fund and operate Operation Shelter through the fiscal year end June 30, 2023 and a reasonable period for the wind down of operations as necessary.
- C. Upon termination of this Agreement, each party shall retain ownership of information vendor/s provided.

VIII. AMENDMENT OF AGREEMENT

- A. Either party may initiate a request to amend this Agreement by providing a written copy of the proposed amendment to the other party for review and consideration. Any amendment will become effective only when agreed to in writing and approved by both governing bodies.

APPROVED by the Board of County Commissioners and City of Missoula on the dates shown below.

CITY OF MISSOULA BY:

BOARD OF COUNTY COMMISSIONERS:

Jordan Hess, Mayor

Juanita Vero, Chair

Martha L. Rehbein, CMC, City Clerk

Josh Slotnick, County Commissioner

DATED: _____

David Strohmaier, County Commissioner

Tyler Gernant, Clerk and Recorder

DATED: _____

Appendix A

Operation Shelter – Project Parameters

- 1) Shelter Project Coordinator
 - a. Manage all contracts, budgets, and compliance issues for the lifetime of the shelter project, including coordinating payments between City and County for their portion of the work. Act as lead staff in securing all site infrastructure and resolving site infrastructure issues.
- 2) Community Care Team
 - a. Create necessary infrastructure, including site coordination, service coordination, a mobile care team and shared security to serve sites across the system.
- 3) Authorized Camping Site
 - a. Establish and operate a safe and secure outdoor camping option as part of the continuum of services addressing the safety of those living outdoors as well as the broader community.
- 4) Temporary Safe Outdoor Space Relocation
 - a. Relocate, expand, and operate the Temporary Safe Outdoor Space Program, providing a fully staffed and service-rich option for those seeking connection to permanent homes.
- 5) Emergency Winter Shelter
 - a. Contract for the provision of cold weather congregate shelter for unsheltered residents during the coldest months of the year, generally from November through April.

Personnel and Community Care Team

1. Goal: Create necessary infrastructure, including site coordination, service coordination, a mobile community care team and shared security to serve programs across the system.
2. Personnel and Community Care Team (Agency)
 - Shelter Project Coordinator (County)
 - Site Security (Contractor)
 - Communications (Contractor)
 - Tenancy Support Specialist (PHC) x2
 - FUSE Program Manager & Community Care Team Coordinator (PHC)
 - Peer Support Specialist (PHC)
 - Nurse (PHC)
3. Shelter Project Coordinator
 - 3.1. Performs work to develop and coordinate infrastructure and projects for Operation Shelter to establish and create an operational plan for safe camping locations for people experiencing houselessness.
4. Site Security
 - 4.1. A security contractor to provide services as needed at various Operation Shelter project sites.
5. Community Care Team
 - 5.1. Partnership Health Center (PHC) will coordinate the Community Care Team
 - 5.1.1. The Community Care Team is comprised of a Registered Nurse, an Outreach Administrator, two Tenancy Support Specialists and a Peer Support Specialist. The goal of this team is to meet basic medical needs through the RN, coordinate with PHC and other healthcare entities to support comprehensive care and follow-up as needed, and provide care coordination and assist individuals prioritized by the Missoula Coordinated Entry System (MCES) with finding and retaining their housing. The mission of the team is:
 - To be experts in best practices in working with people who are unhoused
 - To be experts in the Missoula Coordinated Entry Systems (MCES) and local housing resources
 - To support multiple shelter sites across Missoula: Authorized Camping Site, Temporary Safe Outdoor Space, Emergency Winter Shelter, Poverello Center (sites are subject to change)
 - To be reliable, recognizable faces to individuals staying in all sites

- To work with individuals who might not qualify for other programs or resources
 - To meet basic medical needs through the RN
 - To refer/coordinate with PHC for comprehensive services when needed
 - To provide culturally informed and equity-centered care
6. Other personnel or contractors may be added as considered necessary for the implementation and ongoing operation of the Operation Shelter projects.

Authorized Camping Site

1. Goal: Establish a safe and secure outdoor camping option as part of our continuum of services addressing the safety of those living outdoors as well as the broader community.

1.1. The site should:

- 1.1.1. Be staffed by one site coordinator and include 24/7 security presence
- 1.1.2. Be a low-barrier option for people experiencing homelessness
- 1.1.3. Provide 30-40 camping sites
- 1.1.4. Provide necessities such as bathrooms, water, security, warming opportunities, and trash services
- 1.1.5. Operated in a manner to maintain access and necessities in good working order for the safety of residents, staff, and contractors.

Temporary Safe Outdoor Space Relocation

1. Goal: Relocate and expand the Temporary Safe Outdoor Space Program, providing a fully staffed and service-rich option for those seeking connection to permanent homes.

1.1. The site should:

- 1.1.1. Provide residents with a hard-sided shelter
- 1.1.2. Have 20-30 units
- 1.1.3. Be staffed by providers or security 24 hours a day, 7 days a week.

Emergency Winter Shelter

1. Goal: To contract for the provision of cold weather congregate shelter for unsheltered residents during the coldest months of the year, generally from November through April.
 - a. The Emergency Winter Shelter will typically be open from November 1 through April as needs dictate.
 - b. Convene Emergency Winter Shelter monthly meetings to monitor successes and challenges of current operation and close gaps as needed (includes COVID-19 response).
 - c. Utilize Homeless Management Information System to track demographics and nights of stay as well as continue to operate as an Access Point agency within Missoula's Coordinated Entry System.
 - d. Conduct neighborhood meetings in order to maintain positive relationships and quickly address any concerns.
 - e. Conduct meetings with law enforcement, first responders, mobile crisis team and other stakeholders to address any concerns and maintain positive relationships.
 - f. The site should:
 - i. Be a low-barrier congregate shelter with behavior-based policies providing a cold-weather shelter option for people experiencing houselessness.
 - ii. Provide capacity to sleep 100-125 people per night.
 - iii. Be staffed adequately to allow cooperation with on-site security as provided by the systemwide personnel.

Key Service Values

Low Barrier – A low-barrier approach to housing services seeks to “screen-in” rather than screen-out participants, making services free from as many requirements as possible that might deter or exclude a person from participating. This approach uses a harm-reduction framework (definition below) and does not require sobriety, background checks or any sort of mandatory program participation. Engagement with supportive services is voluntary, and providers are made easily accessible.

Housing First – A houseless assistance approach that prioritizes providing permanent housing to people experiencing houselessness, thus ending their houselessness and serving as a platform from which they can pursue personal goals and improve their quality of life. This approach is guided by the belief that people need basic necessities like food and a place to live before attending to anything less critical, such as getting a job, budgeting properly or attending to substance use issues. Additionally, Housing First is based on the theory that client choice is valuable in housing selection and supportive service participation, and that exercising that choice is likely to make a client more successful in remaining housed and improving their life ([National Alliance to End Homelessness](#), 2016).

Harm Reduction – An approach to substance use that incorporates a spectrum of strategies including safer use, managed use, abstinence, meeting people who use drugs “where they’re at” and addressing conditions of use along with the use itself ([National Harm Reduction Coalition](#), 2021).

Trauma-Informed Care – An approach to care that shifts the focus from “what is wrong with you?” to “what happened to you?” Trauma-informed care recognizes the presence of trauma symptoms and accounts for the role that trauma may play in a person’s daily experiences. A trauma-informed approach aims to avoid any kind of interaction that may be re-traumatizing.