

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into this day of November 30, 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 The Poverello Center, 1110 West Broadway, Missoula MT, 59801 hereinafter referred to as “Contractor.”

RECITALS

WHEREAS, the City desires to utilize Contractor to furnish independent services in connection with providing services and programs specific to people without a house in Missoula, and providing comprehensive outreach services to that same population, including those services described within the Section or the Attachment to this contract entitled, “Scope of Work & Compensation;” 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 provide programming and outreach services to people who are unhoused in Missoula, in accordance with the Scope of Work attached as Exhibit A.
2. **Effective Date:** This Agreement is effective upon the date of its execution by both parties and will terminate in June 30, 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. This agreement applies to all related costs from July 1, 2022 through June 30, 2023.
3. **Scope of Work:**
 - a. Contractor will perform the work and provide the services in accordance with the requirements of the Scope of Work attached as Exhibit A, Section 1; 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, Section 1 in accordance with the terms and conditions laid out in Exhibit A, Section 2: 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 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
- Employers' Liability—\$1,000,000 per occurrence; \$2,000,000 annual aggregate
- 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:

Cerina Azure-Kjorstad, Houseless Operations Specialist
Community Planning, Development & Innovation
435 Ryman Street
Missoula, MT 59802
(406) 552-6393

Contractor's designated liaison with City is:

Jill Bonny, Executive Director
Poverello Center, Inc.
1110 West Broadway
Missoula, MT 59801
406-207-4019

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.

16. 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:
Poverello Center, Inc.

MAYOR
City of Missoula, Montana

Jill Bonny, Executive Director

Jordan Hess

ATTEST:

Martha L. Rehbein, CMC, City Clerk

APPROVED AS TO FORM:

Jim Nugent, City Attorney

EXHIBIT A
Scope of Work & Compensation

SECTION 1: SCOPE OF WORK

1. ROLES AND RESPONSIBILITIES

- a. **City of Missoula Staff Leads** - consists of the Houseless Programs Manager, Houseless Operations Specialist and Coordinated Entry Specialist and support from the Community Development Division of Community Planning, Development & Innovation. Staff serve to coordinate and facilitate the execution of the contract, payment of invoices, and collection of progress reporting; making sure the grantee is making progress towards the goals outlined in the scope of work.
- b. **Contractors** are responsible for accomplishing the defined work plan objectives that support the City of Missoula's goals. They will communicate and collaborate directly with the identified Staff Leads.

2. OPERATIONS

- a. Contractor may use allocated funds for operational costs as needed to ensure ongoing operations and execution of existing programs to fidelity. Contractor shall continue to include training on the Missoula Coordinated Entry System and Homeless Management Information System in their training requirements of staff.

3. OUTREACH

- a. Contractor agrees to continue to host the Homeless Outreach Team (HOT) which provides services to people who are living without a house and unsheltered in Missoula.
- b. The Homeless Outreach Team (HOT) will continue to collaborate with City partners on a regular basis (Parks and Recreation, Missoula Police Department and Business Improvement District officers, Crisis Intervention Team, Mobile Support Team, Code Compliance, Reaching Home) and will do so in a way that is in line with Contractor's mission. Collaboration and services are detailed below and may evolve over the course of the contract as needs throughout the City change. Significant changes in services and collaborations will be shared with designated City Staff Leads.
- c. Homeless Outreach Team (HOT) collaborative expectations are as follows:
 - i. HOT will provide leadership in meetings with community partners and participation in other relevant outreach meetings.
 - ii. HOT will communicate with City and community partners in a timely manner via email and/or phone.
 - iii. HOT will complete regular and prompt entry of updates in HMIS and any emerging database systems that may be developed as data tracking evolves.
 - iv. HOT will provide outreach to any "hot spots" or encampments identified by HOT or other outreach and City partners. Outreach to these areas will include ensuring that neighbors' basic needs and service needs are being met to the best of outreach staff's ability.
 - v. HOT will provide education and information about City code compliance to proactively help neighbors prevent violations. This will include problem solving

- with clients on housing, community resources, and other options to mitigate their situation.
- vi. HOT will continue to work with neighbors who are receiving services at the Poverello Center and neighbors who are not utilizing Poverello Center services.
- d. Homeless Outreach Team (HOT) services will include:
 - i. Completing Coordinated Entry System MAP assessments with clients in a timely manner.
 - ii. Connecting people who are unhoused with relevant services and completing warm hand-offs to partner organizations.
 - iii. Engaging in housing problem solving with people who are unsheltered.
 - iv. Engaging with local businesses and other stakeholders to build relationships, provide education, and help mitigate concerns.

4. BOARD OF DIRECTORS

- a. Contractor agrees to provide two (2) seats on the Board of Directors to City.
 - i. One seat shall be filled by a First Responder representative. This may include: Missoula Police Department or Missoula Fire Department.
 - ii. One seat shall be filled by a member of City Council.
 - iii. Alternatively, the Mayor may elect to serve on the Board of Directors in one of the two designated seats.
- b. Contractor may reach out to the Mayor with suggestions prior to making his nominations.
- c. Both Board members shall follow all current and future board governance participation requirements, including committee membership, meeting attendance, and fundraising obligations
- d. Term Limits**
 - i. The First Responder seat shall operate in accordance with existing Board term limits.
 - 1. If the First Responder leaves their job, the Mayor shall make a new nomination for their Board seat in accordance with the Nomination Process outlined below.
 - ii. The City Council member seat shall last for the entirety of that Council member's current term in office.
 - 1. Should the Council member be elected to serve an additional term, the Mayor may re-nominate them for the Board seat or choose to nominate an alternate Council member.
 - iii. When either Board member's term expires, the Mayor may choose to re-nominate the same representative or nominate a new representative. The Nomination Process shall follow the outline below.
- e. Nomination Process**
 - i. The Mayor of the City of Missoula shall nominate two (2) representatives as outlined above, one First Responder and one Council member, to serve on the Board.
 - ii. Contractor's Board of Directors shall review and accept or reject the Mayor's nominations.
 - 1. If accepted, the nominees shall be appointed to the Contractor's Board of Directors in accordance with Board policy.
 - 2. If rejected, the Mayor shall select a new nominee(s).

3. If the nominee for either Board seat (Council member or First Responder) is rejected two times, the third nominee shall automatically be accepted to serve on the Board.

5. OUTCOMES

- a. HOT will provide regular updates to partners on progress, challenges, and needs related to outreach.
 - i. Share updates with outreach and City partners at least monthly to include topics such as: current encampment areas, recent outreach efforts, collaboration opportunities, and other relevant updates on progress and needs.
- b. HOT will increase their data collection and tracking systems and share relevant HOT data across City and outreach partners to increase collaborative outreach efforts.
 - i. Determine which data is most relevant and critical to share with outreach and City partners and regularly disseminate of key information at least monthly.
- c. The Poverello Center complete at minimum 25% of the new MAP assessments for the Missoula Coordinated Entry System.
 - i. Continue meeting with the MCES lead and Reaching Home to address Assessment challenges and progress.
- d. HOT will support individuals who are chronically homeless and/or unsheltered in Missoula with the resources and assistance they need to meet basic human needs and to move into stable, permanent housing in support of Missoula Coordinated Entry System (MCES) and Reaching Home goals.
 - i. House or assist in the housing process resulting in a successful housing outcome for at least 35 individuals.
 - ii. Conduct 2,500 face-to-face client contacts (300 unduplicated) annually in order to meet basic needs, build relationships, and respond to community concerns about nuisance behavior.
 - iii. Provide transportation for 50 unduplicated individuals to appointments with medical, public benefit, housing and other service providers.
- e. HOT will provide education and support to the wider community in Missoula in order to strengthen our collective ability to reduce the number of individuals experiencing homelessness in the City and County of Missoula.
 - i. Provide real-time response to 400 HOTLine calls annually and respond to community concerns to decrease nuisance behaviors.
 - ii. Make at least 125 face-to-face contacts with neighbors, business owners, and other residents for education, support, and communication.
 - iii. Collaborate and communicate with concerned community groups and neighbors at 30 community meetings annually.
 - iv. Provide at least 20 contact hours of in-service trainings annually with other agencies and community groups to inform their ability to respond most effectively to calls involving chronically homeless individuals.

6. SERVICE VALUES

- a. **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 utilizes 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.

- b. **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).
- c. **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).
- d. **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.

7. REPORTING AND CLAIMS

a. Reporting

- i. Contractor is responsible for submitting bi-annual (2 times per year) progress reports on the dates listed below, or on the Friday before the due date if the due date falls on a weekend.
 - 1. **January 31** for 7/1-12/31
 - 2. **July 31** for 1/1-6/30
- ii. City Staff Leads are responsible for providing a report template to Contractor to utilize for each reporting period.

b. Claims

- i. Contractor may submit for reimbursement on a quarterly basis (4 times per year) in alignment with the reporting schedule. Contractor should submit claims on the Friday before the due date if the due date falls on a weekend.
 - 1. **January 31** for 10/1-12/31
 - 2. **April 30** for 1/1-3/31
 - 3. **July 31** for 4/1-6/30
 - 4. **October 31** for 7/1-9/30
- ii. When submitting claims, Contractor shall provide an invoice for the full amount being requested, as well as full documentation of expenses included in the request.
- iii. City Staff Leads will review all documentation and submit the claim to City finance within two weeks of receipt of all documentation.

8. CODE OF CONDUCT

- a. **Purpose.** The intent of the Code of Conduct is to set the City of Missoula's expectations for partners, stakeholders, and contractors.
- b. **Good faith.** All parties agree to act in a good faith effort. All accept that other participants bring with them the legitimate purposes and goals of their organizations. The work within this collaboration will remain as outlined in this contractual agreement. Any additional work that the contractor wishes to take on will be at their own will, and will occur without additional resource, including the support of staff time, from the City of Missoula.
- c. **Exchange of information.** All parties agree to exchange information in good faith and provide information in advance of meetings where such information will be necessary. All agree not to divulge information shared by others in confidence outside of the group.

SECTION 2: COMPENSATION

1. For the satisfactory completion of the Scope of Work, the City of Missoula will pay the Contractor the sum not to exceed \$211,476.00 for related fiscal year 2023 expenses between July 1, 2022 and June 30, 2023.
2. See **Section 1. Item 7. Reporting and Claims** for guidance on submitting claims.