

SERVICES AGREEMENT

THIS AGREEMENT is made and entered into this ____ day of _____, 20__, by and between the **City of Missoula**, 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 Black Knight Security and Investigations _____, whose principal place of business is located at _2200 S Grant_____, Missoula, MT 59801__, hereinafter referred to as “Contractor.”

RECITALS

WHEREAS, Contractor has represented to the City that Contractor has the ability to furnish said services and has available to Contractor the necessary staff and resources to perform the 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: The City desires to have Contractor, Black Knight Security and Investigations, provide security screening and foot patrols for City Hall, Council Chambers and leased buildings at 400 Ryman Street.

2. Effective Date: This Agreement is effective upon the date of its execution by both parties and will terminate on the ____ day of _____, 20__, 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 Service: Provide 2 armed officers Monday through Friday 0800-1700 (excluding Holidays) to control access to City Hall. Officers will take one 30 minute lunch break each shift. If the Officers are called back to duty before the end of their break, over time will be charged. Black Knight will cover City Council Meetings with one officer every Monday, and Council committee meetings every Wednesday with a three hour minimum for each meeting the three hours and up to 8 hours of the meeting will be billed at straight time. The city will also pay for 16 hours of Continuing Education hours for the two full time officers, at \$25.00 per hour, and a \$800.00 communications equipment fee for equipment not provided by the City.

4. Payment: The City agrees to pay Contractor for services outlined above at a rate of \$27.50/hour straight time, and \$41.25/hour for overtime and special request service with shorter than 2 weeks’ notice. Contractor shall submit bi-monthly invoices. The 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 the 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 the City, Contractor and representatives of the City shall meet and confer regarding the disputed items within ten business days after the City notifies Contractor of the services in dispute. The 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 Contractor is an independent contractor for purposes of this Agreement and is not to be considered an employee of the City for any purpose. Contractor and its employees and agents are 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. Contractor is not authorized to represent the City or otherwise bind the City in any dealings between Contractor and any third parties.

Contractor 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. Contractor shall maintain workers' compensation coverage for all members and employees of Contractor's business, except for those members who are exempted by law. Contractor shall comply with all applicable laws in the conduct of its business under this Agreement.

6. Indemnity and Insurance: To the fullest extent permitted by law, Contractor 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 Contractor or Contractor's agents or employees.

For this purpose, Contractor shall provide the City with proof of Contractor'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

The 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 the City.

7. **Nondiscrimination:** Consultant agrees and shall comply with the following Non-Discrimination policy:

NON-DISCRIMINATION. All hiring shall be on the basis of merit and qualification and there shall be no discrimination in employment on the basis 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.

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, 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.

8. 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 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.

The City may terminate this Agreement at any time by giving written notice to Contractor's liaison of such termination and specifying the effective date thereof at least thirty days before the effective date of such termination. If this Agreement is terminated by the City as provided herein, Contractor shall be paid for all work done pursuant to this Agreement until the date of termination.

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.

9. 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 Contractor may not subcontract or assign Contractor's rights, including the right to compensation or duties arising hereunder, without the prior written consent of the City. Any subcontractor or assignee will be bound by all of the terms and conditions of this Agreement.

10. Liaison: The City's designated liaison with Contractor is _____, and Contractor's designated liaison with the City is Wade D. Herbert or Nikki Hill.

11. 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

CONTRACTOR

Mayor John Engen

ATTEST

Martha L. Rehbein, CMC, City Clerk