

AGREEMENT
For
PROFESSIONAL SERVICES
Between
THE CITY OF COLUMBIA, MISSOURI
and
HEART OF MISSOURI UNITED WAY

THIS AGREEMENT (hereinafter "Agreement") between the City of Columbia, Missouri, a municipal corporation (hereinafter "City") and **HEART OF AMERICA UNITED WAY**, (hereinafter "Consultant") is entered into on the date of the last signatory below (the "Effective Date").

WITNESSETH:

WHEREAS, City desires to engage the Consultant to render certain professional services as outlined in the Scope of Work in Exhibit A; and

WHEREAS, Consultant represents and warrants that Consultant is equipped, competent, and able to provide all of the professional services necessary or appropriate in accordance with this Agreement.

NOW, THEREFORE, the Parties hereto, for good and sufficient consideration, the receipt of which is hereby acknowledged, intending to be legally bound, do hereby agree as follows.

1. **Services.** City agrees to engage the services of the Consultant and the Consultant agrees to perform the professional services outlined in Exhibit A. City may add to the Consultant services or delete therefrom activities of a similar nature, provided that the total cost of such work does not exceed the total cost allowance as specified herein. Consultant shall undertake such changed activities or prepare written reports only upon the direction of the City. All such directives and changes shall be in written form and prepared and approved by the City Manager and shall be accepted and countersigned by the Consultant.

2. **Subcontracts.** Consultant represents that Consultant will secure at Consultant's own expense, all personnel required to perform the services called for under this Agreement by Consultant. None of the work or services covered by this Agreement shall be subcontracted or assigned without the written approval of City.

3. **Term.** The services of Consultant shall commence as soon as practicable after the execution of this Agreement, unless otherwise directed in writing, and shall be undertaken and completed in such sequence as to assure their expeditious completion in the light of the purposes of the Agreement, but in any event, all of the services required hereunder shall be completed by **November 30, 2017**, unless the Parties agree otherwise, in writing.

4. **Payment.** City agrees to pay Consultant the total sum of **Sixty thousand dollars (\$60,320)** which shall constitute complete compensation for all services and payment of expenses to be rendered by Consultant under this Agreement. Payment shall be made as follows: **\$10,000 on July 1, 2017; \$10,000 on August 1, 2017; \$10,000 on September 1, 2017; \$10,000 on October 1, 2017; \$10,000 on November 1, 2017; and final payment of \$10,320 upon project completion.** Consultant shall be responsible for making payment to any subcontractors or sub-consultants engaged by Consultant to provide the services set forth herein. It is expressly understood that in no event will the total amount to be paid to Consultant under the terms of this Agreement or any amendment thereto exceed the sum set forth in this paragraph unless otherwise agreed to in writing between the parties and authorized by the City Council in advance of the provision of such services.

5. **Termination.** City shall have the right at any time by written notice to Consultant to terminate and cancel this Agreement, without cause, for the convenience of City. In such event, Consultant shall immediately stop work and City shall not be liable to Consultant except for payment for actual work performed prior to such notice in an amount proportionate to the completed contract price and for the actual costs of preparations made by Consultant for the performance of the cancelled portions of the contract, including a reasonable allowance of profit applicable to the actual work performed. Anticipatory profits and consequential damages shall not be recoverable by Consultant. Should City terminate this Agreement, Consultant shall refund any advance payment made and amount due to the City within thirty (30) days of the termination date.

6. **Notices.** Any notice, demand, request, or communication required or authorized by the Agreement shall be delivered either by hand, facsimile, overnight courier or mailed by certified mail, return receipt requested, with postage prepaid, to:

If to CITY:

City Manager's Office
ATTN: **Mike Matthes, City Manager**
P.O. Box 6015
Columbia, MO 65205-6015

If to CONSULTANT:

Heart of America United Way
ATTN: **Andres Grabau**
105 East Ash Street – Suite 300
Columbia, MO 65203

The designation and titles of the person to be notified or the address of such person may be changed at any time by written notice. Any such notice, demand, request, or communication shall be deemed delivered on receipt if delivered by hand and on deposit by the sending party if delivered by courier or U.S. mail.

7. **Compliance with Laws.** Consultant shall comply with all applicable federal, state and local laws, ordinances, rules and regulations.

8. **Governing Law and Venue.** This Agreement shall be governed, interpreted, and enforced in accordance with the laws of the State of Missouri and/or the laws of the United States, as applicable. The venue for all litigation arising out of, or relating to this Agreement, shall be in Boone County, Missouri, or the United States Western District of Missouri. The Parties hereto irrevocably agree to submit to the exclusive jurisdiction of such courts in the State of Missouri. The Parties agree to waive any defense of forum non conveniens.

9. **Employment of Unauthorized Aliens Prohibited.** Consultant agrees to comply with Missouri Revised Statute Section 285.530 in that Consultant shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri. As a condition for the award of this Agreement the Consultant shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. Consultant shall also sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. Consultant shall require any subcontractor to affirmatively state in its contract with Consultant that the subcontractor shall not knowingly employ, hire for employment or continue to employ an unauthorized alien to perform work within the state of Missouri. Consultant shall also require any subcontractor to provide Consultant with a sworn affidavit under the penalty of perjury attesting to the fact that the subcontractor's employees are lawfully present in the United States.

10. **No Third-Party Beneficiary.** No provision of the Agreement is intended to nor shall it in any way inure to the benefit of any person, so as to constitute any such person a third-party beneficiary under the Agreement.

11. **No Assignment.** This Agreement shall inure to the benefit of and be binding upon the Parties and their respective successors and permitted assigns. Neither Party shall assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other Party.

12. **No Waiver of Immunities.** In no event shall the language of this Agreement constitute or be construed as a waiver or limitation for either party's rights or defenses with regard to each party's applicable sovereign, governmental, or official immunities and protections as provided by federal and state constitutions or laws.

13. **HOLD HARMLESS AGREEMENT:** To the fullest extent not prohibited by law, Consultant shall indemnify and hold harmless the City of Columbia, its directors, officers, agents, and employees from and against all claims, damages, losses, and expenses (including but not limited to attorney's fees) for bodily injury and/or property damage arising by reason of any act or failure to act, negligent or otherwise, of Consultant, of any subcontractor (meaning anyone, including but not limited to consultants having a contract with Consultant or a subcontractor for part of the services), of anyone directly or indirectly employed by Consultant or by any

subcontractor, or of anyone for whose acts the Consultant or its subcontractor may be liable, in connection with providing these services. This provision does not, however, require Consultant to indemnify, hold harmless, or defend the City of Columbia from the City of Columbia's own negligence.

14. **Professional Oversight Indemnification.** Consultant understands and agrees that City has contracted with Consultant based upon Consultant's representations that Consultant is a skilled professional and fully able to provide the services set out in this Agreement. In addition to any other indemnification set out in this Agreement, Consultant agrees to defend, indemnify and hold and save harmless City from any and all claims, settlements, and judgments whatsoever arising out of City's alleged negligence in hiring or failing to properly supervise Consultant.

15. **Audit.** Consultant shall maintain financial records according to generally accepted accounting standards. City has the right, at its sole expense and during normal working hours, to examine the records of Consultant to the extent reasonably necessary to verify the accuracy of any statement, charge or computation made pursuant to this Agreement.

16. **Nondiscrimination.** During the performance of this Agreement, Consultant shall not discriminate against any employee, applicant for employment or recipient of services because of race, color, religion, sex, sexual orientation, gender identity, age, disability, or national origin. Consultant shall comply with all provisions of laws, rules and regulations governing the regulation of Equal Employment Opportunity including Title VI of the Civil Rights Act of 1964 and Chapter 12 of the City of Columbia's Code of Ordinances.

17. **General Independent Contractor.** This Agreement does not create an employee/employer relationship between the Parties. It is the Parties' intention that the Consultant will be an independent contractor and not the City's employee for all purposes.

18. **Contract Documents.** This Agreement includes the following exhibits, which are incorporated herein by reference:

<u>Exhibit</u>	<u>Description</u>
A	Scope of Work

In the event of a conflict between the terms of an exhibit and the terms of this Agreement, the terms of this Agreement control.

19. **Entire Agreement.** This Agreement contains the entire agreement of the parties. No modification, amendment, or waiver of any of the provisions of this agreement shall be effective unless in writing specifically referring hereto, and signed by both parties.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the day and year herein stated.

CITY OF COLUMBIA, MISSOURI

By: _____
Mike Matthes, City Manager

Date: _____

ATTEST:

By: _____
Sheela Amin, City Clerk

APPROVED AS TO FORM:

By: _____
Nancy Thompson, City Counselor

CERTIFICATION: I, hereby certify that this Agreement is within the purpose of the appropriation to which it is to be charged, Account Number _____, and that there is an unencumbered balance to the credit of such appropriation sufficient to pay therefor.

By: _____
Michele Nix, Director of Finance

HEART OF AMERICA UNITED WAY

By: _____
Name: Teresa Magruder
Title: Board President
Date: _____

ATTEST:

By: _____
Secretary

Name: Erica Pefferman, Board Secretary

EXHIBIT A

SCOPE OF WORK



To: Council Member Ian Thomas, Council Member Michael Trapp, former Council Member Laura Nauser, and City Manager Mike Matthes
Fr: Heart of Missouri United Way and New Chapter Coaching
Date: May 25, 2017
Re: Recommended Scope of Work for Community Engagement Process for Community Policing Forum

It was a pleasure to meet with you, Ian, to discuss community policing. Based on the vision you outlined, including how you define success, we have generated the following recommended scope of work. We trust what we've outlined below will meet your needs and expectations, and look forward to speaking with you after you have had an opportunity to consider the details.

June 15, 2017 ~ November 30, 2017

The scope of work outlined below is based on our best understanding of the goals outlined in the resolution¹ presented to City Council, your needs, expectations, and assumptions.

Outcome Objectives:

- Build constituency and support for community policing in Columbia.

Essential Questions:

- Are we (as a community) motivated to adopt a comprehensive community-oriented policing philosophy?
- (if so) How do we implement and provide adequate resources for a citywide community-oriented policing program?

Process Objectives:

- Engage and coordinate community stakeholders in a collaborative planning process to design a public forum that fosters increased understanding about current challenges, such as staffing levels and officer safety and morale, and that further explores strengths and solutions, such as community-oriented policing.
- Facilitate the public forum and action planning and evaluate participants to identify what kind of policing Columbia desires and to produce action steps for collectively-determined strategies.
- Prepare a post-forum report with outcomes and recommendations by November 30, 2017

Assumptions:

¹ Council Bill R 28-17

- The City will assign this project to a staff member in order to support the work of the consultants.
- All project work will take place in or around Columbia, MO.
- The City will allocate appropriate resources for essential project-related expenses for such matters as:
 - Forum speakers (stipend, travel)
 - Food (i.e. snacks) and beverages for forum participants
 - Printing of event materials
 - Promotion of the event
- The City will enable and ensure the participation in the planning committee of the following key players:
 - Members of City Council (Ian Thomas and/or Mike Trapp)
 - Chief Ken Burton
 - Representatives of the City's COU, including either Lt. Jones or Sgt. Hestir, as well as Tony Parker (or other COU officer)

Scope of Work:

ACTIVITY/TASK	DELIVERABLES	TIME
Step One: Organizing for Success		72.0 hrs.
Review relevant documents/information in preparation for the project <ul style="list-style-type: none"> • Issue Analysis • Feedback from individuals/organizations that chose not to respond to survey request 	Synthesis report from all relevant local issue data sources Comprehensive Stakeholder List	<u>24.0 hrs.</u> 18.0 hrs. City 5.0 hrs. NCC 1.0 hrs. HMUW
Project management <ul style="list-style-type: none"> • 2 pre-meetings with client • Define what collaboration of team looks like • Define successful project outcomes • Develop project work plan, timeline, and milestones 	Meeting agendas Team charter Consensus on goals, scope of work, client expectations, and team charter Client buy-in and understanding of process Project work plan, timeline, and milestones	<u>24.0 hrs.</u> 4.0 hrs. HUMW 20.0 hrs. NCC
Recruit planning committee	Establish planning committee of no more than 20 stakeholders	<u>8.0 hrs.</u> 6.0 hrs. HMUW 2.0 hrs. NCC

ACTIVITY/TASK	DELIVERABLES	TIME
Step One: Organizing for Success, Continued		
Planning committee coordination <ul style="list-style-type: none"> Establish shared accountability system Determine Planning Committee work plan, timeline, and milestones 	Basecamp site created and maintained Planning Committee work plan, timeline, and milestones	<u>16.0 hrs.</u> 10.0 hrs. NCC 6.0 hrs. City

ACTIVITY/TASK	DELIVERABLES	TIME
Step Two: Forum Planning		342.0 hrs.
Design, facilitate and prepare materials for Community Policing Forum Planning Committee meetings (June-Nov) to design, prepare for, and execute successful Community Policing Forum	Meeting strategy, meeting agendas, supporting materials Weekly internal project management meetings (June-November) Bi-weekly planning committee meeting (8-10 meetings) Planning committee is divided into sub committees to carry out work Date and location selected	<u>120.0 hrs.</u> <u>(2 hrs/wk x 3 x 20 wks)</u> 30.0 hrs. HMUW 90.0 hrs. NCC <u>60.0 hrs.</u> <u>(2hrs/wk x 3 x 10wks)</u> 15.0 hrs. HMUW 45.0 hrs. NCC
Identify and engage event speakers; coordinate presentations of same	Contracts executed with speakers Acquire speaker bios and PowerPoints and review their presentations	<u>20.0 hrs.</u> 12.0 hrs. City 8.0 hrs. NCC
Create event evaluation plan	Event evaluation criteria established and tool created	<u>5.0 hrs. HMUW</u>
Develop and implement community engagement plan to engage a broad range of community members and organizations (including residents from high-crime neighborhoods; residents from neighborhoods that do not have high levels of crime; representatives of CPS, U. of Missouri, Chamber of Commerce, and	Creating an invitation list Creation of collateral marketing material and signage Outreach to participants Press release schedule, press releases and press packets day of event Social media schedule and posting	<u>30.0 hrs.</u> 20.0 hrs. City 5.0 hrs. NCC 5.0 hrs. HMUW

social service providers; representatives of CPOA; the Columbia police chief and officers of all ranks)	Event posting on community calendars Secure City TV broadcast	
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ACTIVITY/TASK	DELIVERABLES	TIME
Step Two: Forum Planning, Continued		
Establish an online registration system	List of attendees Process for check in day of the event	<u>5.0 hrs. City</u>
Provide participants with information and educational resources	Create an event guide containing an agenda, handouts and speaker bios	<u>12.0 hrs.</u> 8.0 hrs. City 2.0 hrs. NCC 2.0 hrs. HMUW
Up to three project meetings with client to discuss and finalize forum agenda, including topics, strategic input on implementation of the public engagement plan, background information needed and other key issues to be addressed		<u>18 hrs.</u> 6.0 hrs. HMUW 12.0 hrs. NCC
Ongoing project management (strategy development, coordination, and communication) between and among consultants, client, and stakeholders		<u>72.0 hrs.</u> 12.0 hrs. HMUW 60.0 hrs. NCC

ACTIVITY/TASK	DELIVERABLES	TIME
Step Three: Forum Facilitation & Evaluation		104.0 hrs.
Prepare for and facilitate all aspects of 1 ½ day forum including, but not limited to develop facilitator's agenda, develop PowerPoint slides and handouts, develop world café format and questions and other participant and public engagement opportunities for input, preparation of instructional materials for world café facilitators/recorders, and review of all presentations for both content and timing	Preparation for the event: <ul style="list-style-type: none"> • Agenda, instructional materials and training documents for meeting with facilitators/recorders of the world cafe • Facilitator/recorder instructional materials and training if needed Facilitation of event: <ul style="list-style-type: none"> • Facilitators' agenda for sessions • Facilitation of event • PowerPoint slides • Participant handouts/materials Collect event evaluation data Analyze and synthesis survey results Debrief with client	<u>54.0 hrs</u> 18.0 hrs. HMUW 36.0 hrs. NCC <u>40.0 hrs. NCC</u> <u>10 hrs.</u> 5.0 hrs. HMUW 5.0 hrs. NCC
Launch a post event evaluation for participants		

ACTIVITY/TASK	DELIVERABLES	TIME
Step Four: Report Writing		15.0 hrs.
Write a report following the forum with all outputs from the 1½-day forum and action items/actionable next steps.	Final draft action plan	<u>15.0 hrs.</u> 5.0 hrs. HMUW 10.0 hrs. NCC

CONTRIBUTORS		TIME
New Chapter Coaching Hours		350.0 hrs.
Heart of Missouri United Way Hours		114.0 hrs.
City of Columbia		69.0 hrs.
Combined City/Consultant Hours		533.0 hrs.
Total Consultant Hours (subtracting City hours)		464.0 hrs.

Hourly Rate		\$130.00
Total Cost		\$60,320

n.b. Consultants shall be reimbursed for all reasonable out-of-pocket project-related expenses.

Consultants' Profiles and Qualifications²

The consultants for this project are Heart of Missouri United Way and New Chapter Coaching.

Heart of Missouri United Way is honored to be advancing our mission to fight to improve lives in our community. Through several projects, we have increasingly built our role and capacity to serve as a community convener. We have been leading the coordination of collective projects that seek to address root issues and break down barriers to community health.

For the last 70 years, we have built philanthropy in our community with trust and neutrality, engaging stakeholders across sectors through our annual communitywide campaign. Our network of campaign volunteers and agency partners provides access to resources and support on collaborative projects as needed.

Heart of Missouri United Way looks forward to building on the current effective collaborative actions between the City of Columbia and New Chapter Coaching and is grateful for the opportunity to be considered to convene and support a project that seeks to increase social equity in our community.

New Chapter Coaching, LLC

When you hire New Chapter Coaching, led by Carolyn Sullivan and supported by Jessica Macy, you are not just hiring experts on facilitation, planning, organizing or training; you're hiring experts on making things happen on the individual, organizational, and community level. In 2012, New Chapter Coaching was retained to design and implement a systematic approach to strategic planning for the City of Columbia's inaugural strategic planning process and to assist the City in generating a strategic plan and performance measures. Carolyn's systematic process resulted in the City's leadership – leaders who had almost no experience working as a team on a single large-scale project – using extensive stakeholder input and market research to identify priorities to meet the needs of Columbia's residents. Evaluations for the planning process yielded high praise for Carolyn's work.

In 2015, New Chapter Coaching was retained to improve upon this strategic planning process as the City embarked upon its second strategic planning cycle. During this process, Carolyn received even higher praise for helping the City not only improve the quality of its planning process, but to make its plan more strategic, innovative, and responsive to its stakeholders'

² If it would be easier for the City if we structured our agreement as a single contract with one of us (with the second and third consultants being subcontractors), we would be happy with such an arrangement. As you know, we have done this previously with the City.

needs. It was during this planning process that the City boldly added Social Equity to its list of strategic priorities.

New Chapter Coaching understands and appreciates group processes and has a deep respect for people involved in groups, their views, and their right to be heard. Last fall, New Chapter Coaching was contracted to lead the City's Neighborhood Empowerment Project. This project focuses on the three strategic neighborhoods identified in the City's strategic plan and is designed to engage and empower the residents in those neighborhoods to create lasting positive change. With this project, we use foundational facilitation skills (i.e. questioning, focusing, energizing, agenda setting, building consensus, managing dysfunction, prioritizing, brainstorming, etc.) to create a balance of process and outcome while increasing the neighbors' leadership and advocacy skills and abilities.

To enhance our team and bring other unique expertise to this project, New Chapter Coaching will be subcontracting services with Menifield & Associates. More information is listed below.

Menifield & Associates, LLC

Partnership with Menifield & Associates is not only an association with a John Maxwell Team Executive Director and an Independent Certified Coach, Teacher, and Speaker, but is a partnership with over a quarter of a century of experience in public service serving as a mediator, resolving official, trainer, and leader in the Federal Government. Angela Menifield uses her vast experience from getting things done within the bureaucracy of government to facilitate growth, raise awareness levels, and add value to others as she understands that everything rises and falls on leadership and that growth must be intentional.

Menifield & Associates, LLC works with a wide range of clientele in knowing that leadership is not based on position, but influence. With the understanding that leadership is at every level, for every sector (public, non-profit, for profit); we offer concierge level training and leadership develop opportunities for everyone. This level of understanding and a wide range of clientele bring a level of expertise, connection, and rapport that has proven valuable and highly sought after during negotiations, facilitations, and mediations. Angela served as a speaker for the City of Columbia all-supervisor meeting in May 2017 and currently is contracted to provide a year-long virtual mentorship program for 40 supervisors to facilitate professional and personal growth, up-level performance, and develop strategies to assist these supervisors in better leading their teams from a higher level of awareness.

Angela understands and appreciates the complexities associated with bringing groups from diverse backgrounds together to reach a common goal. During her tenure with the USDA, she served as the liaison between her organization and the Civil Rights Office and was trained to serve as a Resolving Official for EEO/CR complaints. This required her to exercise discretion, tact, discernment, and deductive reasoning while serving in an inclusive and unbiased manner in an effort to resolve the issues at hand and ensure all parties left the discussion whole. Her results included the best FEVS (Federal Employee Viewpoint Survey) scores for the entire

Agency and three consecutive years of zero (0) informal and formal complaints from a staff of over 5000 personnel. Angela received the highest awards available for these achievements.

Thank you again for the invitation to generate this scope of work for you. It would be our honor to be of service to you, the Council, and your colleagues. We look forward to hearing from you after your consideration of this scope of work. If you have any questions or need more information, please let us know.