



**Parks and Recreation Department
City of Missoula**



REQUEST FOR PROPOSALS

for

**Parks, Recreation, Open Space, and Trails (PROST)
Comprehensive Plan Update**

SECTION 1 – GENERAL INFORMATION

1.1 Purpose

In accordance with Title 18, Chapter 8 (MCA) and adopted City policy for consultant selection, the City of Missoula, Montana, is requesting proposals from multidisciplinary planning and design firms to provide services for the update of the City's Parks, Recreation, Open Space and Trails (PROST) Comprehensive Plan. The updated plan will replace the 2004 Master Parks and Recreation Plan for the Greater Missoula Area.

1.2 General Submission Information

Submitted proposals should address the firm's capabilities for performing all aspects of the areas of expertise listed in the description of work. Firm selection will be based on the qualifications listed in this document. The City reserves the right to award the project to qualified firms at its discretion.

Proposals must clearly delineate your ability to successfully complete the project. Electronic submissions are due **Wednesday, May 10, 2023 by 5:00 p.m.** local Missoula time. Proposals shall be submitted as a single file in PDF format and under 20MB in size, via the Proposal Submittal Form located [HERE](#) or by clicking the RFQ/SOQ Submittals button at www.missoulaparks.org. Late proposals will not be accepted.

The proposal may include links to other documents and/or appendices; however, the proposer should not assume these will be reviewed. All content the proposer feels is necessary for selection shall be included in the body of the proposal, which shall not exceed sixteen (16) 8.5x11 inch pages single-sided (not including approved Appendix materials listed in **Section 3**). See **Section 3** for more details on proposal submittals and required content.

RFP Schedule:

Item	Due Date and Time
RFP Issued	April 9, 2023
Deadline to submit questions	April 19, 2023
Deadline for response to questions/responses released	April 26, 2023
Proposals Due	May 10, 2023, at 5:00 p.m.
Selection Committee tentative interview block	May 22 to May 26, 2023
Selection Committee recommendation	May 31, 2023
Final scope of work and contract development	June 2 to June 16, 2023
Execute agreement (admin. & Mayor signature)	June 30, 2023
Notice to Proceed	TBD upon Council Approval
Anticipated Project Completion (18-months)	December 31, 2024 (may change based on date of council approval)

1.3 Questions

Questions regarding this RFP shall be submitted to:

Zac Covington
 Open Space Program Manager
 600 Cregg Ln.
 Missoula, MT 59801
covingtonz@ci.missoula.mt.us
 406.552.6267

1.4 Preparation Costs

The City shall not be responsible for proposal preparation costs, nor for costs including attorney fees associated with any (administrative, judicial or otherwise) challenge to the determination of qualification. By

submitting a proposal each Firm agrees to be bound in this respect and waives all claims to such costs and fees.

1.5 Project Background and Overview

The City of Missoula Parks & Recreation Department is seeking an experienced multidisciplinary planning and design team to provide services related to updating the city-wide Parks, Recreation, Open Space, and Trails (PROST) Comprehensive Plan. The selected firm and/or firm/consultant team will be responsible for working closely with the department to create an innovative, holistic and comprehensive planning approach for parks, recreation, open space, and trails amenities, services, and programs for the next 10-15 years.

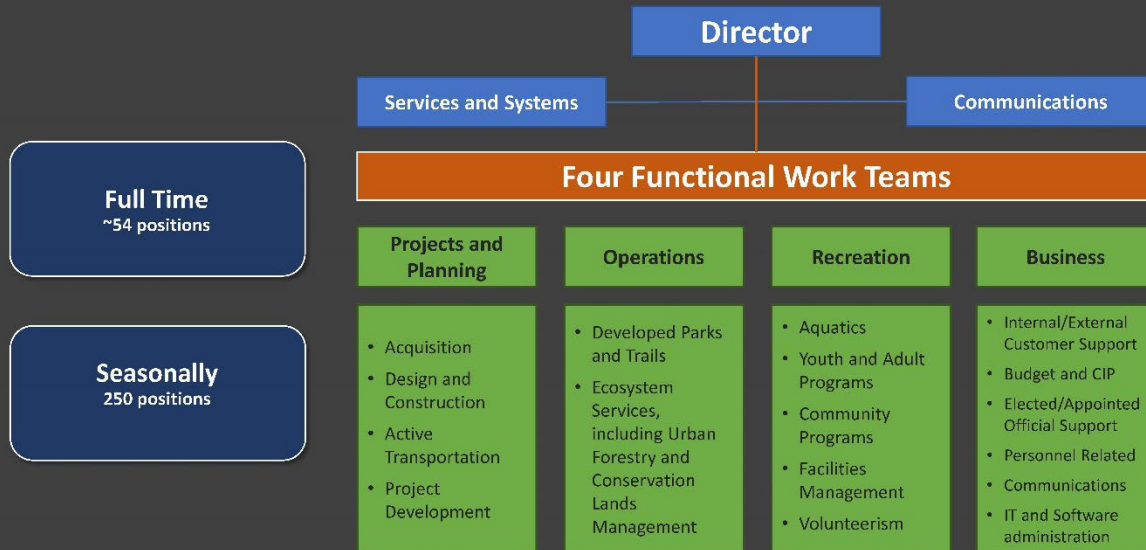
This plan will serve the greater Missoula area, consisting of a population of around 100,000 residents with an annual growth rate of around 1.5%. Missoula is one of the fastest growing cities in Montana and is seen as a leader in municipal open space conservation and recreational trails development and program and services delivery.

The city currently owns and manages 4 community and regional parks, 34 neighborhood parks, 22 pocket parks, and 1 special use park; and manages 63 trailheads, providing access to around 20 miles of paved commuter trails, and 60 miles of local singletrack trails. The city also boasts over 5,000 acres of city-owned and managed open space in and around Missoula. On the recreation and programs side, the city currently runs and manages a robust year-round recreation program serving all ages and abilities with a focus on accessible and equitable services (annual program contacts are well over 40,000 residents, not including adult and youth sports programming). In addition the department serves 321 registered leagues and teams and provides 7,500 participant days of after and out of school programming for kids, as well as 12,700 participant days for summer camps. The department also manages an indoor aquatics facility and outdoor water park, Currents Aquatic Center and Splash Montana, which generate over 160,000 facility contacts per year. Additionally, the department currently operates a large regional facility in Fort Missoula Regional Park and manages the urban forest, medians, roundabouts and other landscaped areas throughout the city.

The department employs many highly skilled professional staff to manage all of these city-wide resources and services in the following capacities (see graphic below for more detail):

- Management of recreation programs and services
- Departmental administration and oversight
- Operations and maintenance of existing developed parks, trails, and other related amenities
- Planning, design and/or redesign of new parks and trails
- Ecosystem services, urban forestry, and conservation lands and trails management
- Open space acquisition, protection, and program management

City of Missoula - Parks and Recreation Organizational Structure



While the current Master Parks and Recreation Plan, completed in 2004, has served the community well as a guide for many years, this plan update will be essential for the future growth and development of parks, recreation, open space, and trails in the greater Missoula area. This planning process will be a great opportunity for residents to engage in the shaping of their local community, and to provide input on future park and trail locations, open space conservation, and recreational programming and services which will serve them for many years to come. The plan will be developed through the city-wide lenses of climate and resiliency, equity, and housing and will consider how the proposed master plan may impact the following: the environment, economics, land use, access and mobility, multi-jurisdictional connectivity and partnerships, individual and community health (mental, physical, emotional), cultural opportunities, and other related metrics. The city would like to gain a community vision for an appropriate, equitable, and sustainable level of service while considering growth in our community.

A standard City of Missoula Professional Services contract will be offered to the selected firm or firms subject to satisfactory negotiation of a final scope of services, deliverables, and fee (see **Appendix B** for an example).

1.6 Community Overview

Missoula is the regional center of Western Montana. It is a steadily growing, contemporary western city set in the northern Rocky Mountains near the confluence of the Clark Fork, Blackfoot, and Bitterroot Rivers. Its proximity to pristine wild lands and natural systems is unmatched for a city its size and strongly defines its character.

Missoula County is located on the ancestral land of the Séliš (Salish or "Flathead") and Ql'ispé (Kalispel or "Pend d'Oreille") Nations, and was and is a place also used by other Indigenous peoples, whom non-Indian

settlers forced from the Missoula valley, sanctioned by the U.S. government. The City of Missoula was founded in the 1860s. Growth was spurred on by many sources, especially the lumber industry and proximity to the railroad, as well as the establishment of larger institutions, such as the University of Montana, U.S. Forest Service regional office, and regional hospitals. These institutions further sparked development and growth, and currently, the University of Montana and regional medical facilities are internationally respected and are major components of the local economy.

Missoula is also an important regional economic and transportation hub. Related to growth and development, Missoula has largely been relatively resilient to outside economic forces. Since its founding, the City has been through various economic cycles, but overall, has maintained a steady growth rate of about 1.5% per year. That growth rate is generally expected to remain the same for the near future, though more rapid growth has occurred post-pandemic and could occur per various scenarios regarding climate change forecasts and implications.

Missoula's built environment has generally been shaped and constrained by a mountain valley landscape and local rivers. Recent community growth has mostly taken place along the urban-rural fringe, largely in unincorporated agricultural lands and greenfields. Though much of the recent growth is technically outside of the city limits, the Missoula Department of Parks and Recreation works proactively to plan for future parks, trails, open space, and recreational programmatic needs for the greater Missoula area. Additionally, the city is considering how to balance high quality parks and recreation projects and program development with the growing cost of housing and potential gentrification in local neighborhoods. While these are largely compatible and complimentary to each other related to providing amenities and services for a growing population, the department is striving to maintain balance.

The City is connected through a regional transportation network that relies heavily on automobiles, but also includes a highly supported and growing transit system, as well as a well-connected backbone of active transportation and commuter trail systems. The city is striving to implement an inclusive network of trails, pathways, parks, and open spaces which connect all residents to nature, community services and programs, and recreational opportunities. Recent city initiatives have helped the department focus more on doing every project through the "lenses" of equity, climate and resiliency. These lenses are frameworks that guide processes and decision making and must be integrated into this plan update process. This could include finding ways to better understand the needs of underserved and underrepresented populations, creating a more connected parks and recreation system throughout the community, prioritizing areas for natural resource, agricultural land, and other open space preservation, the creation of services and programs for marginalized groups and populations, all the with goal to build trusting, mutually beneficial relationships.

SECTION 2 – REQUIRED SERVICES

2.1 General Expectations of the Selected Firm

- Attend and, in some cases, lead meetings and public engagement events
- Draw upon best practices from national trends and peer communities in determining potential process and approaches for this plan update

- Provide timely and comprehensive drafts, outlines, and proposals for various elements of the plan update
- Provide timely and comprehensive reviews of staff and partner reviews, edits, and comments
- Provide regular updates on the project through a method mutually acceptable to staff and the selected firm
- Track project communications including, but not limited to, meeting notes, comment reviews and responses, integration of partner meeting/activity notes, etc.
- Work closely with project management staff to coordinate plan update efforts, including timeline, project tasks, budget, and other elements
- Synthesize all information collected into various plan elements and formats which are easily digestible by the general public
- Integrate data (survey, mapping, population/demographics, existing conditions, planning and zoning, social sciences, etc.) to develop strategic and implementation plan

The consultant team may suggest additional expectations and/or components as part of this RFP response. Below is the scope of work for the project. Suggested amendments to the scope may be considered if main goals for the project update and process are met. Before proceeding with work tasks, the selected firm will be required to prepare a final scope of work and schedule, which will be included in the final contract agreement to be executed by the City and the consultant. This final scope of work and schedule can and should be created through an iterative process between the firm and the Parks and Recreation Department.

2.2 Scope of Work

The scope of work includes, but is not limited to, the following:

Facilitate the Planning Process:

Work regularly with city staff, the project steering committee, and project partners to facilitate an effective and efficient planning process. This may include facilitation of meetings with the general public, elected officials, stakeholders, and project partners, project scheduling, responding to staff requests and feedback as needed, and accomplishing all other associated project facilitation tasks in a timely manner.

DRAFT 2024 PROST Update Project Organization - Missoula Parks and Recreation



NOTE: This is only a recommended preliminary outline for project organization. Committee make-up and purposes may change based on input from the selected consultant and/or City staff.

As noted in the DRAFT project organization diagram above, there are a variety of proposed teams and committees for this planning process:

- A Project Management Team will oversee the process on a management and organizational level This includes the consultant team and City project management staff;
- The Public Engagement and Outreach Team will help guide all of the processes utilized to get public input and understanding local needs and issues;
- The Community Advisory Committee will serve as the main citizens steering committee for the plan update;
- The Technical Team will consist of experts in various related fields, programs, and services and will provide important ground-truthing for all plan elements;
- The Key Community Pulse and Crowdsourcing Partners will help determine needs from the perspective of underserved or underrepresented groups and the greater community as a whole and inform the public engagement team;
- The Key Engagements and Updates group will likely consist of members of the local public councils, boards, commissions, and committees who distribute updates and communicate input back to the other teams.

The city will also be working with local public engagement partners as well as GIS professionals under separate budgets to supplement firm work on those elements of the project. As such, the selected firm would be expected to work within the framework provided by the city for those elements of the plan update process, and work within a group dynamic and partnership to coordinate on related efforts with other outside organizations.

Manage and Coordinate Public Engagement and Outreach:

Although the city will be working with various partners on public engagement, the consultant will be tasked with general coordination, as well as managing several of the public engagement events and processes, including, but not limited to, interactive mapping apps and surveys, public open houses, focus groups, and other related events and tools. The city will work closely with the consultant to determine which public engagement activities will be managed by the consultant vs project partners vs city staff. The consultant will be expected to create a dovetailing project calendar and coordinate with other city departments and other groups/organizations on related projects, especially on public engagement, input, and outreach efforts as to avoid duplicative efforts between projects.

Review Relevant Past and Current Documents, Plans, and Processes:

It will be critical for the project team to have a holistic understanding of past and current related projects, documents, planning processes, data, and other related information (listed in **Section 8**). This will be important as elements of the data and information needed for this plan may already be available, or at least informative, from other recent planning processes within the greater Missoula area.

Research Demographics, Population Growth, and Related Trends:

Research various demographic data and characteristics of the greater Missoula area, including income, age, race and ethnicity, gender, employment, disability, etc. Include housing types and housing affordability implications related to parks and recreation facility/amenity access and consider the unhoused population and implications on current facilities in the community. Likewise, the selected firm will also consider historical and current significance of various lands to indigenous peoples. This research will include an element of overlay analysis to determine current levels of service for various groups, proximity to parks and recreation amenities and facilities, and current and future needs. Population projection analysis will also be a critical part of this element as it relates to future growth, trends, and changing preferences of community members. Likewise, documentation of past and current investment priorities for the city will help the community leaders determine where priorities may shift based on public input and demographic trends. Coordinate with the City's Community Planning, Development and Innovation (CPDI) Department on population projections and related data and information (see **Appendix A** for more information).

Manage and Coordinate Level of Service and GIS Gap Analyses:

While the city would like to analyze Level of Service (LOS) metrics and conditions compared to National Parks and Recreation Association (NRPA) standards, a comprehensive approach to LOS and gap analysis to determine where needs exist in the community is essential. Modernizing and customizing LOS methodology to fit local needs and utilizing practical GIS gap and overlay analysis will be critical for determining not only geographical gaps, but additional organizational, programmatic, financial, and procedural gaps as well. The department has already started a simple LOS comparison project based on NRPA standards with assistance from a University of Montana graduate student, as well as preliminary LOS analysis by internal staff as part of project scoping for this plan update. The firm will integrate and expand upon past and current efforts, while including other non-traditional and innovative LOS and gap analyses.

Document Existing and Desired Outcomes and Synthesize Master Plan:

As the “master plan” section of this plan, the firm will consolidate and aggregate all the information from the extensive public engagement process, all public and committee/working group meeting input, the LOS and gap analyses, staff input, and other information to document current conditions and desired outcomes. This will not only include locations for future parks, pathways, trails, open space, and recreational amenities, but will also include desired conditions related to programs and services, operations and maintenance, public safety and security, and other related elements of parks and recreation planning for Missoula. This proposed “master plan” will be vetted through an extensive public input process to ensure the department is understanding the needs of the local community and reflecting those in this plan.

Facilitate Creation of Action Plan(s) and Plan Implementation Section:

Action planning will be a critical part of this plan update, as it will help the city prioritize strategies which will allow the actual implementation of the master plan for both the department and the city. The firm will work closely with staff and the steering committee to create implementable and effective strategies that can be updated by divisions and the department as needed and as conditions change in the future. This section will also include tracking metrics and indicators, progress reports/standards, budgeting implications, timelines, potential funding sources, responsible entities, and other related information. Strategies must consider the three City “lenses” of equity, climate and resiliency, and housing.

Produce comprehensive Document and Project Website:

The Parks and Recreation Department is looking for an innovative, modern, and effective PROST plan document as outlined in this RFP. Additionally, the department would like a creative, useful, and accessible public online version of the plan that can easily be updated and managed by the city in the future. This may include a website, sustainable interactive online parks, trails, and open space map (in coordination with the city’s GIS department), and/or other related and applicable online plan or map elements. The Parks and Recreation Department will work with the selected firm to determine the most effective approach to document/plan design and online resource development.

For more information, and to see other potential details of this project scope, refer to **Appendix A: Draft 2023/2024 PROST Update Outline.**

Scope of Work and Anticipated Shared Roles Summary Table

PLAN UPDATE ELEMENT	CITY STAFF	UNIV. OF MONTANA	MISSOULA GIS	SELECTED CONSULTANT
Facilitate the Planning Process	•			•
Public Engagement and Outreach	•	•	•	•
Review Relevant Past and Current Documents, Plans, and Processes				•
Research Demographics, Population Growth, and Related Trends				•
Level of Service and GIS Gap Analyses	•	•	•	•
Document and Verify Desired Conditions and Master Plan		•	•	•
Facilitate Creation of Action Plan(s) and Plan Implementation Section	•			•
Document Design and Project Website	•		•	•

Note: The city will work with the selected firm to collaboratively determine details of shared project scope and elements. The University of Montana and City of Missoula Parks and Recreation Department are currently working with multiple University departments on a robust public engagement process to inform PROST outcomes. Parks and Recreation will work with the consultant, City of Missoula GIS, and the University of Montana to coordinate all shared efforts throughout the planning process.

SECTION 3 – PROPOSAL SUBMISSION GUIDELINES AND CONTENT

3.1 Proposal Submission Guidelines

Electronic submissions are due **Wednesday, May 10, 2023 by 5:00 p.m.** local Missoula time. Proposals shall be submitted as a single file in PDF format and under 20MB in size, via the Proposal Submittal Form located [HERE](#) or by clicking the RFQ/SOQ Submittals button at www.missoulaparks.org. Late proposals will not be accepted.

To achieve a uniform review process and obtain the maximum degree of comparability, the proposal shall be organized in the manner specified below. Each section of the proposal shall not exceed the number of pages noted. *An appendix of resumes may accompany this submittal and does not count toward the page limits noted below.* One page shall be interpreted as one side of single-spaced, typed, 8½" X 11" sheet of paper using no less than a 12-point font with top, bottom and side margins of no less than 1/2 inch. Headers and footers can be outside of the margins indicated.

3.2 Qualifications

- Licensed to do business in Missoula or become licensed in advance of contract execution.
- Experience and success with recent innovative, comprehensive long-range parks, trails, recreation and open space planning processes, and ability to provide examples of recent and relevant projects.
- Experience working with community members, elected officials, committee and board members, parks and recreation staff, federal and state agencies, the general public, and various other types of groups and organizations.
- Experience and/or familiarity in applying diversity, equity, and inclusion criteria in related plan

development and outcomes.

- Experience and/or familiarity in applying climate action and resiliency criteria in related plan development and outcomes.
- Experience with online interactive websites and maps.
- GIS and Level of Service (LOS) analysis experience and expertise.
- Experience with demographic analysis and related GIS mapping.
- Excellent communication, presentation, and facilitation skills.
- Familiarity and experience working with communities of similar size and demographic characteristics as the City of Missoula.

3.3 Proposal Content

1. Title Page (1 page)

The following information needs to be included: The name of your firm/firms, address, telephone number(s), name of contact person, and date. The title page must be signed by a corporate officer or other individual who has the authority to bind the firm. The typed or printed name and title of the individual(s) signing the proposal must be clearly shown immediately below the signature.

2. Cover Letter (1 page)

Describe your interest in this project and your understanding of the scope of work. Outline any unique features or conditions that appear to need special attention that the firm may be particularly well qualified to address. Generally, describe the roles and responsibilities of the lead firm as well as any subfirms/subconsultants.

3. Executive Summary (1 page)

This section shall provide an overview of the proposal and the firm's understanding of the City's needs. The summary should also include any experience the firm(s) wishes to highlight, as well as any relevant conditions or restrictions.

4. Table of Contents (1 page)

Clearly identify the contents of the submittal, areas of expertise, and sub-sections with page numbers.

5. Name, Location, and Qualifications of firm(s) (2 pages)

A description of the firm's organization, location(s) and fields of expertise, as well as knowledge of and experience with planning and completion of comparable projects, track record of ensuring quality and accuracy of prepared plans, as well as demonstration of team's provision of planning services to meet a client's budget, time frame, and project goals. Include information on the size of the firm and resources available for this project and the office(s) that would provide the primary

services on the project, as well as similar information for any subfirms included in the proposed services.

6. Previous Performance/Experience (4 pages)

Provide detailed information on relevant past projects, including references relating to comprehensive parks, recreation, open space, and trails planning with relevant experience in public outreach and engagement processes, innovative and modern level of service (LOS) and GIS analysis, demographic and community growth analysis, desired outcomes, plan implementation and action planning, professional document and website design and production, and other pertinent experience.

Provide information on at least 3 relevant projects within the last 5 years for which your firm and assigned staff have provided similar comprehensive planning and analytical services. Example projects should include those in which comprehensive trails, recreation, parks, and open space master planning are included, or projects with similar planning processes. Emphasis should be on projects that particularly integrate parks, trails, open space, and recreation planning and implementation based on extensive and inclusive public input processes, emphasizing equity and climate resiliency. Provide reference contact information (name, title, community/organization, phone and e-mail) for each of the 3 highlighted projects, a link to the completed project, and the name of the community as well as the population and geographic extent/size, in addition to any other relevant information about the project that demonstrates experience and competencies with similar projects.

7. Project Team (2 pages)

Identify the proposed team, including an organizational chart that specifies roles and office locations for each key team member. The specific roles for project managers and each individual team member must be described in detail. In particular, describe specific experience and certifications that particularly relate to this project for each project manager and team member. List projected project hours and rates for each team member for each content sub-category above. Project teams can include subconsultants, but all relevant information must also be included for each subconsultant team member.

8. Cost Proposal and Fee Schedule (2 pages)

- Estimated proposed fee for completion of the project services with fixed and additional service fee options
- Submit a not-to-exceed cost breakdown of the project, including hourly rates and totals for all team members including sub firms, estimated total travel and material expenses, and any other reimbursable costs as separate line items, for the work identified by the firm in the proposal submittal
- A list of anticipated reimbursable expenses and the rate charged for each
- Any other fees or charges

- Simple flex-approach options or ideas for the public engagement and GIS components of the plan update based on current city partnerships for each

7. Miscellaneous (1 page)

Any other information that you believe would make the firm’s work on behalf of the City of Missoula superior to that of other firms.

8. Capability to Meet Time and Project Budget Requirements (1 page)

Provide detailed information on present and projected workload for each project team member. The submittal shall address the project team’s present and projected workloads through May 2025 (pending process and final scope) and describe any potential limitations in meeting project time requirements. Data on past project performance including how historic project costs and schedules have been met will be of particular interest. Describe ability to meet project goals in a timely manner while staying within agreed upon project budgets.

9. Appendix

Resumes shall be provided in the appendix for each individual staff member referenced, detailing their relevant experience within each area of expertise. Performance on previous projects of similar scope and size will be of particular interest. *The resumes must be arranged alphabetically in the appendix and will not be included in the page limits noted above.*

3.4 Desired Deliverables

- 1) Documentation of the entire planning process (City will work with consultant to supplement additional GIS and public engagement efforts as needed)
- 2) Documentation/analysis of all public engagement and outreach efforts (including results related to non-firm partner elements)
- 3) Documentation of common themes, needs, issues, proposed facilities/trails/parks/open space/programs, etc. found in all relevant past and current plans, documents and processes
- 4) Documentation and mapping (where appropriate) of demographics and relevant trends
- 5) Data from and summary of comprehensive LOS and GIS gap analyses
- 6) Master plan/desired conditions maps, narratives, summaries
- 7) Implementable and comprehensive action/implementation plan(s)
- 8) Innovative, unique, and useful planning document
- 9) Updatable project website with interactive map(s)

All deliverables shall be provided at no additional cost per the project.

All final work products provided under this project shall become the property of the City of Missoula.

3.5 Fee Schedule

The fee schedule for this project will allow for a monthly payment based on the amount of the project completed at the time payment is requested (to be negotiated during contract negotiation period).

3.6 Communications with City Staff Prior to Selection of Proposal

It is incumbent upon each respondent to carefully examine these specifications, terms, and conditions. Any inquiries, suggestions or requests concerning interpretation, clarification or additional information shall be made in writing via email through the designated staff person. Respondents are hereby notified not to contact any member of the Selection Committee, except as provided herein, regarding this proposal until such time as a contract has been awarded. Failure to abide by this condition of the RFP may be cause for the rejection of the firm’s proposal. The City shall not be responsible for any oral representation(s) given by any employee, representative, or others. Questions will be accepted through **Wednesday, April 19, 2023**, and must be submitted to Zac Covington at the City of Missoula Parks and Recreation Department (contact information in **Section 1.3**). Answers to questions will be provided to all firms by **Wednesday, April 26, 2023**.

3.7 Clarification and Addenda to the RFP

The issuance of a written addendum is the only official method whereby interpretation, clarification, or additional information will be given. If it becomes necessary to revise or amend any part of this RFP, a good faith attempt will be made to notify all prospective respondents. All addendums will be posted on the RFP documents site here: <https://cloud.ci.missoula.mt.us/index.php/s/QAPHq3mmQRsaygm>

SECTION 4 – PROPOSAL SELECTION PROCESS

4.1 Evaluation Criteria

A selection committee appointed for this purpose will evaluate and rank submitted proposals in accordance with the submittal requirements detailed above. Points will be assigned as follows:

- | | |
|--|--------|
| 1) Project team experience and qualifications/competencies with similar projects | 25 pts |
| 2) The firm’s approach and methodology | 20 pts |
| 3) Understanding of the project scope, approach, and context | 20 pts |
| 4) Familiarity and experience with projects in similar communities | 15 pts |
| 5) Capacity and ability to meet project schedule | 5 pts |
| 6) The leading firm is minority-owned | 5 pts |
| 7) Local knowledge of community issues and needs | 5 pts |
| 8) Cost | 5 pts |

The selected firm will be required to:

- Work closely with Parks and Recreation Department staff and other project partners.
- Maintain accurate accounting records and other evidence pertaining to costs incurred in providing services, and on request, make such records available to Parks and Recreation at reasonable times during the contract period and for 2 years after the date of the final payment to the firm under contract.
- Be the sole point of contact with regard to contractual matters.
- Refrain from assigning, transferring, conveying, or otherwise disposing of the contract or its rights, obligations or interests therein or its power to execute such agreement to any other person, firm, partnership, company or corporation without the prior consent and approval in writing of the City.

SECTION 5 – FIRM SELECTION

Firm/consultant teams that meet the submittal requirements will be ranked based on the above listed evaluation criteria. A selection committee, comprised of City-staff and project partners, shall make a selection based upon review of the qualified responses. The committee may conduct interviews with some or all of the respondents to inform its recommendation. All submitted proposals will be complete and contain the information required as stated in this RFP.

SECTION 6 – CONTRACT NEGOTIATION PROCESS

The selected firm may be invited to enter into contract negotiations with the City of Missoula. If an agreement cannot be reached with the selected firm, the City shall notify the firm and terminate negotiations. Another firm may then be contacted for negotiations. This process may continue until successful negotiations are achieved. However, the City reserves the right to terminate negotiations with any submitter should the City determine it to be in the City's best interest.

The City, through its Parks & Recreation Department, will administer the Agreement for Services and will be responsible for determining the final scope of services, review and payment of contractor claims as recommended by the successful respondent, as well as final acceptance of work performed.

The City of Missoula reserves the right to select a firm, or firms, the City deems to be in the City's best interest and to reject any or all proposals for any reason and re-advertise the project using the same or amended criteria.

The City reserves the right, under conditions to be negotiated in the Agreement for Services, to suspend or terminate the Agreement for Services. In the event the City suspends or terminates work on the project under conditions negotiated in the Agreement, the design firm shall be compensated for the time and materials expended to the point the work has been suspended.

SECTION 7 - ADDITIONAL INFORMATION AND CONDITIONS

Statement of Noncommitment

The City of Missoula reserves the right to reject any or all proposals submitted as a result of this RFP and to re-advertise, if such election is deemed to be in the best interest of the City. The City assumes no obligation, no responsibility and no liability for costs incurred by the responding firms prior to issuance of a contract. The City reserves the right to waive any and all irregularities or informalities, and to determine what constitutes any and all irregularities and informalities. All proposals will become property of the City of Missoula.

RFP Authority

The RFP process is a procurement option allowing award to be based on stated criteria or evaluation factors. Cost will be a consideration in the overall evaluation but will not be the basis for selection. The evaluation factors to be utilized in this procurement have been specified in the Proposal Selection Process of this RFP.

Acceptance of Terms

Submission of a proposal indicates acceptance by the firm of conditions contained in this Request for Proposals. Note that all proposal submissions are subject to State and Federal open records laws.

Professional Services Agreement

A professional services agreement in a form provided by the City shall be executed by the Mayor and a duly authorized officer or agent of the chosen firm prior to commencing any work related to this contract or any other work requested in this RFP. Minor changes that do not affect the substance of the agreement provided may be considered prior to finalizing the agreement. An example City of Missoula Professional Services Agreement is attached to this RFP as **Appendix** and includes expectation for payment, indemnity and insurance, nondiscrimination and affirmative action, default and termination, modification and assignability, ownership and publication.

Notice to Firm

During the performance of an Agreement, the Firm, for itself, its assignees and successors in interest, agrees as follow:

Conflict of Interest

The Firm must disclose in writing any potential conflict of interest to the City in accordance with applicable City policy. This shall include, but not be limited to, disclosing any clients that the Firm has represented in the last five years with development projects needing City of Missoula permits or development review approval.

SECTION 8 – EXHIBITS

The Following exhibits shall be used to develop the scope of services, assist in the preparation of the proposal, and in the design development of the project. Exhibits can be found here, unless otherwise specified: <https://cloud.ci.missoula.mt.us/index.php/s/QAPHq3mmQRsaygm>

- Proposed DRAFT 2024 PROST Plan Outline (**see Appendix A**)
- Proposed DRAFT 2024 PROST Plan Update Project Committees Diagram (**see pg. 6 of this RFP**)
- 2004 Master Parks and Recreation Plan (including maps and survey summary)
- DRAFT 2023 City Strategic Priorities and Plan ([LINK](#))
- 2014 Park Asset Management Plan
- 2015 Urban Forest Master Management Plan ([LINK](#))
- Conservation Lands Management Plan ([LINK](#))
- 2015 City of Missoula Growth Policy ([LINK](#))
- 2019 Missoula Urban Area Open Space Plan (plan [LINK](#), appendices [LINK](#))
- 2019 PROST Survey and Responses ([LINK](#))
- 2010 City of Missoula Parks, Open Space and Trails Map (map [LINK](#), info [LINK](#))
- 2021 Missoula MPO Long Range Transportation Plan ([LINK](#))
- 2018 Missoula Pedestrian Facilities Master Plan ([LINK](#))
- 2017 Missoula Bicycle Facilities Master Plan ([LINK](#))
- 2011 Missoula Active Transportation Plan ([LINK](#))
- 3-29-23 Missoula MPO Priority Projects and Opportunities Infographic
- 2022 Missoula County Pathways and Trails Plan ([LINK](#))
- 2019 Missoula County Growth Policy ([LINK](#))
- Mid-town Master Plan ([LINK](#))
- Downtown Master Plan ([LINK](#))
- Downtown North Riverside Parks and Trails Master Plan ([LINK](#))
- LEARN Missoula ([LINK](#))
- City of Missoula JEDI, Climate, and Housing Resolutions
- 2020-2024 Montana SCORP ([LINK](#))
- 2017 Missoula City County Health Dept. – Community Health Assessment ([LINK](#))
- 2021 Sx^wtpqyen Neighborhoods Master Plan ([LINK](#))
- Our Missoula Development Guide: Looking Forward 2018-2028 ([LINK](#))
- State of Montana 2022 Community Asset Survey for Older Adults (Missoula-Area 7 Document)
- Missoula Heritage Interpretive Plan ([LINK](#))
- 2018 Missoula Urban Transportation District (Mountain Line) Strategic Plan ([LINK](#))

*Note: The City of Missoula is engaged in a variety of other additional current and preliminary planning processes which could and should be referenced as part of this plan update.

APPENDICES

Appendix A: Draft 2023/2024 PROST Update Outline

DRAFT 2023/2024 PROST UPDATE OUTLINE

City of Missoula - Parks and Recreation

Executive Summary

- o Either included at the beginning of the document and/or could be the MAIN document, with all the other sections included in a “Reference Document.” Can be called by another name.
- o Could be organized like the rest of this document outline, or briefly as follows:
 - Overview
 - Key findings/determinations/timeline
 - Key maps and/or list of maps
 - Master Plan summary
 - Implementation/action plan summaries
 - Next steps

Vision, Goals, and Objectives

- o Department-wide
- o Other possible terms: Core areas, targets, performance measures, implementation priorities, etc.
- o Include climate, equity, and housing as city-wide lenses
- o Include other comprehensive “lenses” such as environmental, economic, land use, access and mobility (could be part of equity), multi-jurisdictional connectivity and partnerships, individual and community health (mental, physical, emotional), etc.

Introduction

- o Background
 - Basic overview of how parks and rec has changed in Missoula over the decades (brief)
 - Major initiatives, ordinances, bonds, etc. (including JEDI, Climate, and Housing)
 - Reference and summarize other related plans and documents (*See list at end of document)
 - Study area and project scope
 - Greater Missoula area
 - Intra-City/County/MPO/other overlaps/annexation boundary?
 - Project timeline
- o Benefits of Parks and Recreation Amenities and Programs (Summary/Cited)
 - Public health, safety, welfare (physical, mental, emotional)
 - Social Determinants Of Health (SDOH)
 - Natural hazard areas and growth patterns (open space/conservation lands)
 - Quality of life
 - Environmental

- Climate
- JEDI/Proximity and Access
- Economic Development and Tourism
- Land Use and Management (growth patterns, affordable housing, community centers, infill, etc.)
 - Community Design and Livability (2022 City Strategic Priorities)
 - Our Missoula
- Transportation
- Neighborhood stability
- Education
- Green infrastructure
- Regional role
- Others?
- o How to use this plan
 - Uses and limitations of the plan
 - Well-defined scope
 - Life of plan (next 5-10 years? Certain sections longer term, some shorter term, etc.)

Community Profile and Needs Assessment

- o Public Engagement and Needs Assessment – sub-contract with UM and other partners with consultant partnership. Need to build in metric to pull municipal-only data as needed.
 - Preliminary visioning sessions at beginning to see what information needs to be gathered
 - Work with Key Informant crowdsourcing/pulse team to design
 - UM Cultural sessions
 - Diverse stakeholders/groups
 - Statistically Valid Representative Survey (county-wide?): Public Outreach and Needs Survey
 - Potential Categories
 - Safety (day/night)
 - Uses
 - Needs
 - Values/priorities
 - Public dollars/investment priorities
 - Others
 - Focus groups
 - Open houses
 - Visual preference surveys
 - Mobile listening sessions
 - Pulse surveys
 - Open Public Survey
 - Other emerging areas of outreach, i.e. youth and indigenous

- Interactive map with existing/planned parks, open space, and trails. Allows users to propose potential parks, rec. facilities, open space, and trails and provide comments/feedback. Do we include county/USFS/BLM/delineated Front Country areas to get input on trails, OS, etc?
- Integrating other recent and relevant surveys (2018 MUAOS Plan, Destination Missoula upcoming survey, other intra-city, county, MPO, Mountain Line, Health Dept. Community Health Assessment Survey, MDT, tourism, USFS Forest Plan update activities – not survey, BLM – same, Front Country Recreation Collab. partner surveys/data, etc.)
- Remember to integrate questions related to all programs and services as well as projects and facilities – needs to be comprehensive and inclusive
 - How do we gather data relevant to each division/service/program?
 - How do we use different forums/strategies to gather different types of data?
- “Front Country”- ask public about specific issues and needs – how do we define? Work with USFS and FCRC on coordination. So we delineate Front Country on interactive map? Check with Chet on mapping. This is a great way to integrate the county into the PROST.
- Other?
- o City and Regional Demographics
 - Identify geography of residents at all income levels, with focus on low-income areas, age (youth, teens, adults, seniors), race & ethnicity, gender, employment, etc.
 - Consider housing stock and employment/unemployment influence on community needs and location of services (some of this could exist or is currently being compiled as part of CPDI “Our Missoula” update process
 - Unhoused population
 - Others?
- o Trends in demographics, resident priorities (survey findings), and past/desired investment
 - Look at other relevant surveys (2004 Parks Master Plan, 2018 PROST OS chapter and survey, County surveys, MPO, CPDI, others)
 - Analyze trends related to past investment history of Parks and Recreation and other departments related to parks/rec/trails/open space, etc.
 - By category (developed parks and trails, recreation facilities, programs and services, operations and maintenance, administration, conservation lands/urban forestry, etc.)

Level of Service and Gap Analyses

- o Level of Service (LOS) Inventory and Analysis (Note: LOS is somewhat limited in its ability to document various types of gaps in parks, trails, services, programs, facilities, etc. As such, a separate “gap analysis” is proposed to fill in the “gaps.” See Gap Analysis below for more information.)
 - Define LOS - per NRPA guidance and modern/innovative practices and processes
 - Geographical, organizational, programmatic, financial, procedural, etc.
 - Document current Missoula LOS status/conditions - based on current NRPA guidance (Note: Some of this data is already currently being collected and analyzed by a UM graduate student)

- Residents at all income levels, with focus on low-income areas, age (youth, teens, adults, seniors), race & ethnicity, gender, employment, etc.
- Housing stock
- Unhoused populations
- Community growth trends (demographic)
- Others?
- Analysis (Includes an analytical look at the inventory to determine where gaps exist and what the needs are. Will include mapping for some elements, and lists/databases/spreadsheets for others. Will also include demographic data overlay analysis to determine gaps for underserved populations, etc. Use information from inventory. Will also include “high priority” needs and areas based on public engagement results. Can tie back into defining LOS for Missoula.
 - Administration and Communications
 - Developed Parks
 - Traditional Parks by Type (Classifications need to match 2004 plan or completely start new? Ties into how LOS is determined and how to compare LOS over time)
 - Regional
 - Community
 - Tier 1 Neighborhood
 - Tier 2 Neighborhood
 - Pocket
 - Linear Parkways
 - Medians, Boulevards, and Rights-of-way
 - Rectangular fields/sports practice areas, softball fields, playgrounds, swimming facilities, splash decks, etc.
 - Non-traditional and trending activity facilities, i.e. pickleball, disc golf, cross-country skiing, gaga, river surfing/kayaking/floating and related sports
 - Active Transportation Facilities, Corridors and Trails (include sidewalks/urban trails)
 - Base on trail hierarchy (primary, secondary, commuter, various widths, surface types, bike lanes, sidewalks, etc.)
 - Sync with MPO/bike-ped plans and use same base data
 - Connectivity along natural corridors, i.e. river corridors, foothills, open space, etc.
 - Blue trail network and terrestrial trail/pathway connectivity (river and stream corridors)
 - Include GIS data from Front Country Recreation Collaborative and other public lands partners and agencies
 - Discuss potential for integrating motorized trails and planning in this plan update – pros and cons....could at least include in base data
 - Open Space

- Conservation lands
- Conservation easements
- Partner-owned lands and easements
- Trail corridors and easements
- Natural corridors (rivers, open space, wildlife connectivity, etc.)
- Access to public lands (local/state/federal and privately accessible lands)
- Farmland/ranchland
- Partnerships and projects
- Include data from Front Country Recreation Collaborative, Three Rivers Collaborative, Destination Missoula, and other public lands partners and related groups/agencies
- Include/reference FVLT open lands interactive map
- Ecosystem Services
 - Conservation Lands
 - Park preserves
 - Public natural areas
 - Urban parklands
 - Other regional parklands
 - Linear natural corridors
 - Urban Forestry
- Recreation
 - Amenities/Facilities
 - Capital/built
 - Natural/developed
 - Programming
 - Capital/built
 - Natural/developed
 - Include non-traditional and trending, i.e. pickleball, disc golf, cross-country skiing, gaga, river sports (kayaking, canoeing, river surfing, etc.)
- Operations and Maintenance
- Safety and Security
- Regional inter/intra-city connectivity analysis (non-city partners/services like UM, Missoula County, NGO's, and other parks/open spaces/trails/facilities. How does the system work as a whole? Include:
 - Transportation system (federal, state, local – including A/T and commuter routes)
 - Public transit
 - Natural and regional corridor connectivity (land and water trails – conservation/open lands and blue trail element)
 - Include GIS data from Front Country Recreation Collaborative and other public lands partners and agencies

- Goods and services
- Community centers
- Underserved neighborhoods and populations
- Unhoused population
- *Where are the gaps?*

Desired Conditions and Master Plan

- o Merges the public engagement data with results from both analyses
- o Should tie back to the vision, goals, and objectives, as well as the city lenses of climate, equity, and housing
- o Potential Elements:
 - Future locations/generalized areas for: Parks, trails (land and water/blue), open space, conservation lands, urban forestry, recreation centers and structures, service support structures, fields, courts, etc.
 - By park type
 - By park amenities
 - Public safety and security
 - Accessibility and social/environmental equity
 - Climate change and resilience
 - Consider connectivity and systems integration (natural and built environment and amenities – river systems, open lands, trails/pathways, downtown, education, services, housing, transportation/transit, etc.)
 - Determine what to do with non-conforming “park” properties and serving infill development.
 - Open space and conservation lands/corridors (land and water)
 - Others? These could be based on whatever themes emerge from public surveying...
 - Future, or modification of current, services, programs, operations, financial, etc. (some overlap with above)
 - Programs and services
 - Operations and maintenance
 - Public safety and security
 - Accessibility and social/environmental equity
 - Climate change and resilience
 - Prioritization and investment
 - Consider connectivity and systems integration
 - Determine what to do with non-conforming “park” properties and serving infill development.
 - Others? These could be based on whatever themes emerge from public surveying...
- o Include new trends in activities, services, programs, etc.
 - Implications for new designs, locations, demographics, uses (ex: Pickleball, disc golf, cross-country skiing, ga ga)

- Future investment implications
- o Integrate future modeled development and growth patterns (geographic – Our Missoula) and implications of that growth on:
 - Parks and trails systems
 - Open space
 - Access to services and programs
 - Ecosystem services and land/resource management/stewardship
 - Operations and maintenance
 - Budgets and financial sustainability
 - This could have huge implications on which potentials future parks, trails, and open space lands could be at risk, and could inform potential geographic priorities for land acquisition, access, and/or protection.
- o Second round of public input/surveying would be used to get input on the “master plan.” Master plan would then be modified as needed.

Action Plans

- o Department-wide?
- o By Division?
 - Administration and Communications
 - Developed Parks (incorporate findings from LOS section)
 - Active Transportation Facilities, Corridors and Trails:
 - Open Space:
 - Ecosystem Services
 - Recreation
 - Operations and Maintenance:
 - Safety and Security:

 - Climate, equity, and housing implications
 - Action Items

Plan Implementation

- o Summary of all recommendations, physical plans (trails, parks, open space); how to use the plan, connection to park impact fees, etc....
- o Strategies for each plan section/element
- o Project prioritization process based on various constraints
 - Include project prioritization potentially as major part of project? Website, prioritization tied to all action plans, etc. (Milwaukee Parks for All plan does this well)
- o Tracking Progress
 - Indicators and metrics for each goal/recommendation (See Minneapolis P&R comp plan’s Implementation section for a good example)

- Specific timeline for each
- Reporting Progress – Annual report?
- FTE implications
- Budget/Acre
- o Amending the Plan
 - Mandated update? How long in between updates? How is timeline determined?
- o Funding sources
- o Regulations and Management

Conclusion

Works Cited and References

Appendices

Appendix B: EXAMPLE City of Missoula Professional Services Agreement

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into this ____ day of ____, 20__, 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 _____, whose principal place of business is located at _____, Missoula, MT 598__, hereinafter referred to as "Contractor."

RECITALS

WHEREAS, the City desires to utilize Contractor to furnish independent services in connection with _____ involving _____; 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 _____.
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 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 B – 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 _____, and Contractor's designated liaison with City is _____.

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:

ATTEST:

Martha L. Rehbein, CMC, City Clerk

MAYOR

City of Missoula, Montana

John Engen

APPROVED AS TO FORM:

Jim Nugent, City Attorney