

Memorandum of Understanding

Funding for the Midtown Master Plan

This Memorandum of Understanding is entered into this 31 day of January, 2022 between the Missoula Midtown Association (MMA) and the City of Missoula (the "City") as the administrative agent of the Missoula Metropolitan Planning Organization (MPO), to provide funding for the professional planning/engineering services (Professional Services) required to create a Midtown Master Plan (MMP), and;

Whereas, the MMA desires to engage a team of experts to guide the development of a master plan for the Midtown area of Missoula, and;

Whereas, the MMA determined that the MMP will require \$570,000 in funding and has a goal of raising \$200,000 from private businesses, property owners, other agencies and citizens, and;

Whereas, the MMP study area is located entirely within the MPO Planning Area and is therefore within the scope of relevant MPO planning responsibilities, and;

Whereas, the MMP Scope of Work includes transportation planning activities deemed eligible for federal transportation planning funds (PL), and;

Whereas, the MMA applied to the MPO for \$50,000 to help fund the MMP as part of the FY2022 Unified Planning Work Program (UPWP), and;

Whereas, the Transportation Policy Coordinating Committee (TPCC) approved the funding request of up to \$50,000 in the adopted FY2022 UPWP at their regular meeting on August 17, 2021, and;

Whereas, the development of the MMP will be managed by the MMA with assistance from the Missoula County Fairgrounds through the provision of space and staff support for a robust public process, and;

Whereas, MPO staff has and will continue to assist the MMA with development of the MMP and review of MMP Steering Committee and will participate in the development of the MMP, and;

Whereas, the MPO is assisting the Missoula Redevelopment Agency (MRA) undertaking of a major redesign of Brooks Street (Brooks TOD) and the adjacent properties, and;

Whereas, the Brooks TOD is the spine of the MMP study area and the MPO is invested in that project both in terms of time and funding, and;

Whereas, coordination between Brooks TOD and the MMP is critical to the success of both efforts, and;

Whereas, the MPO recently adopted a Long Range Transportation Plan (LRTP) that guides transportation investments over the next 30 years, and:

Whereas, the MMP will be an essential element for achieving the vision of both the LRTP and the Brooks TOD, and;

Whereas, the PL funding will be solely used to pay for the Professional Services needed for development of transportation planning necessary to ensure continuity of the MMP with the LRTP and Brooks TOD once the consultant team is under contract with MMA, and;

Whereas, the City is the administrative contracting agent for the MPO, and will be responsible for receiving and paying invoices related to the MMP project and this Memorandum.

Now therefore it is understood and agreed that:

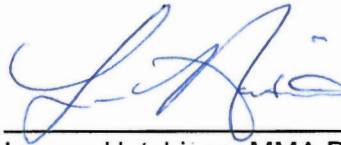
1. MMA will continue their fundraising efforts with the goal of raising at least \$200,000;
2. MMA will solicit proposals and select a multi-disciplinary Professional Services team through a Request for Proposals and enter into a contract for the development of a master plan for the defined area of Midtown;
3. MMA will follow approved federal procurement process for selection of the Professional Services team, in consultation with MPO staff as necessary, and shall include federal non-discrimination policies;
4. Upon execution of the contract for Professional Services, the MMA will invoice the City for up to \$50,000 to fund that contract, either partially or in full, and the City will provide the approved funding to MMA;
5. Funds committed by the MPO shall only be expended to cover costs associated with transportation planning, to generally include multi-modal visioning, traffic counts or other transportation data collection and analysis, conceptual street and facility designs, and traffic modeling
6. MMA shall provide documentation to the MPO detailing transportation-specific tasks and associated costs when invoicing the City of Missoula and MPO for pledged PL funds.
7. MMA will be responsible for management of the Project, payment of all costs associated with development of the MMP;
8. If the full \$50,000 is not expended on the MMP, MMA will return the remaining balance to the City unless directed otherwise;
9. MMA shall keep and maintain accounting documentation to support all charges. All such documentation shall be available to the public agencies for inspection, copying, audit and examination during regular business hours;
10. MMA will present the final draft to the appropriate agencies for approval upon completion of the planning process

The following parties agree as described hereinabove:

CITY OF MISSOULA FOR THE
METROPOLITAN PLANNING ORGANIZATION

John Engen, Mayor

MISSOULA MIDTOWN ASSOCIATION



Lauren Hutchison, MMA President

Marty Rehbein, City Clerk