



PROFESSIONAL SERVICES AGREEMENT

Project Name: **PARKS-RECREATION-OPEN SPACE-TRAILS (PROST)
COMPREHENSIVE PLAN UPDATE**

THIS AGREEMENT is made and entered into this [] day of September, 2023, 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 **BLUEPOINT PLANNING LLC** a California Registered Limited Liability Company, whose principal place of business is located at 2748 Adeline St, Berkely, CA 94703, hereinafter referred to as “Contractor.”

RECITALS

WHEREAS, the City desires to utilize Contractor to furnish independent services in connection with the Parks-Recreation-Open Space-Trails (PROST) Comprehensive Plan Update; and

WHEREAS, Contractor has represented to the City that Contractor has the necessary expertise to furnish said services and has available to Contractor the necessary staff and resources to perform the independent services in a timely manner consistent with the nature of the project.

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties agree as follows:

1. Purpose

City desires to have Contractor provide professional planning services to update the PROST plan which is intended to serve as the city’s guiding document for the provision of services and facilities involving Parks, Recreation, Open Space, and Trails for the next 10-15 years.

2. Effective Date

This Agreement is effective upon the date of its execution by both parties and will terminate on the **September 30, 2025**, 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. The City’s responsibilities to advance the project in support of the Consultant’s work through its Parks & Recreation Department are identified in Exhibit C.

c. 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 Exhibit B 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

City agrees to pay Consultant an amount not to exceed **TWO HUNDRED FORTY-NINE THOUSAND, SEVEN HUNDRED THIRTY-TWO DOLLARS AND NO CENTS (\$249,732.00)** for services performed pursuant to the Scope of Services (Exhibit A and Exhibit B – Compensation).

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. In the event the City terminates this Agreement as provided for in Section 2, above, the City will pay for services rendered until the notice of termination is sent.

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 Contractor, is an independent contractor for purposes of this agreement and the parties agree that Contractor is and shall be an independent contractor when performing services pursuant to this agreement. Contractor 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. Contractor is not authorized to represent the City or otherwise bind the City in any dealings between Contractor and any third parties.

Contractor shall comply with the applicable requirements of the Workers' Compensation Act, Title 39, Chapter 71, MCA, and the Occupational Disease Act of Montana, Title 39, Chapter 71, MCA. Contractor shall maintain workers' compensation coverage for all members and employees of Contractor's business, except for those members who are exempted by law.

Contractor shall 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, Contractor agrees to defend, indemnify, and hold the City harmless against claims, demands, suits, damages, losses, and expenses connected therewith that may be asserted or claimed against, recovered from or suffered by the City by reason of any injury or loss, including but not limited to, personal injury, including bodily injury or death, property damage, occasioned by, growing out of, or in any way arising or resulting from any intentional or negligent act on the part of Contractor or Contractor's agents or employees.

For the professional services rendered, to the fullest extent permitted by law, Contractor 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 Contractor or Contractor's agents or employees.

For this purpose, Contractor shall provide City with proof of Contractor's liability insurance issued by a reliable company or companies for personal injury and property damage in amounts not less than as follows:

- Workers' Compensation Statutory
- Commercial General Liability \$1,000,000 per occurrence;
\$2,000,000 annual aggregate
- Automobile Liability \$1,000,000 property damage/bodily injury;
\$2,000,000 annual aggregate
- 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

Contractor 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

Contractor agrees to comply with all federal, state and local laws, ordinances, rules and regulations.

9. Nondiscrimination and Affirmative Action

Contractor 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 Contractor may not subcontract or assign Contractor'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 Contractor 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 Contractor for the specific purpose intended will be at the City's sole risk and without liability or legal exposure to the Contractor. 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 **Mindy Craig**, and Contractor's designated liaison with City is **Ryan Applegate**.

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, and the venue for any disputes arising from this contract shall be in Missoula County, Montana.

WITNESS, the parties here have executed this instrument the day and year first above written.

CONTRACTOR:
BluePoint Planning, Inc.

MAYOR:
City of Missoula, Montana

Mindy Craig, Principal/Owner

Mayor

ATTEST:

APPROVED AS TO FORM:

City Clerk

City Attorney

(SEAL)

EXHIBIT A – SCOPE OF SERVICES

Consultant Responsibilities: Generalized Scope Tasks*

- Incorporate City lenses of climate, equity, and housing throughout entire process.
- Facilitate Planning Process.
- Manage, Coordinate, and Integrate Findings from Public Engagement and Outreach.
- Review and Integrate Findings from Relevant Past and Current Documents, Plans and Processes.
- Research and Integrate Findings from Demographics, Population Growth, and Related Trends.
- Complete and Integrate Findings from Level of Service and GIS Gap Analyses.
- Document Existing and Desired Outcomes and Synthesize Master Plan.
- Facilitate Creation of Action Plan(s) and Plan Implementation Section.
- Produce Comprehensive Document and Project Website.

***See Exhibit B: Consultant Scope of Work, Compensation, and Basic Timeline.**

NOTE: The Consultant Scope of Work and Budget table is not comprehensive and individual tasks will be refined and detailed throughout the planning process through regularly scheduled meetings between the consultant and project management staff.

Generalized Consultant Deliverables:

- Meet with city leadership regarding the City's lenses of climate, equity, and housing and implement relevant elements throughout all deliverables.
- Documentation of the entire planning process.
- Analysis and incorporation of all public engagement and outreach efforts (including results related to non-firm partner elements) throughout all deliverables.
- 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.
- Documentation and mapping (where appropriate) of demographics and relevant trends.
- Data from and summary of comprehensive LOS and GIS gap analyses.
- Inventory, analysis and recommendations of all relevant departmental assets, facilities, programs, administration, operations including organizational structure to support department and city goals.
- Master plan/desired conditions maps, narratives, summaries.
- Implementable and comprehensive action/implementation plan(s) that tie into and integrate with existing Parks and Recreation management plans, and strategies to update divisional planning documents including operational and capital planning.
- An innovative, unique, and useful planning document and online plan.
- Updatable project website with interactive map(s).

EXHIBIT A cont.

- Integration with other related city and community/partner planning processes, public engagement efforts, and documents.
- Final plan will be adopted as an issue plan/element of the city growth policy and align with multiple planning documents for city/area, including local and related State codes and ordinances.
- Presentations and meeting facilitation as needed.
- Invoice monthly to Missoula Parks and Recreation for all work and deliverables.

End Exhibit A

EXHIBIT B - COMPENSATION

CONSULTANT SCOPE OF WORK, COMPENSATION, AND BASIC TIMELINE

	BluePoint Planning	RIOS, Inc.	Digital Mapping Solutions	Total Labor	Direct	Timeline (Months)				
Task 1: Facilitate the Planning Process										
Project Management Team										
1.1 and Biweekly Meetings (18 months)	165	\$0	\$0	\$26,775				X	X	X
1.2 Content Updates, and Accessible Public Engagement Materials	56	\$0	\$0	\$7,286				X	X	X
1.3 GIS Data Review, and Data Status/Findings Memo	4	\$0	\$0	\$3,720				X		
1.4 (3-4, via video conference) - Includes Planning Extents Facilitation Meeting (Virtual)	6	\$1,080	\$0	\$1,980				X		
Subtotal Task 1	231	\$35,871	\$0	\$39,771	\$0					
Task 2: Manage and Coordinate Public Engagement and Outreach										
2.1 Public Engagement and Outreach Plan; Calendar	34	\$4,736	\$0	\$4,736				X		
2.2 Interviews/Meeting Facilitation Including Meetings with Equity, Climate, and Growth Policy, and Housing Staff (~5-6 weeks)	26	\$4,510	\$0	\$4,510				X	X	
2.3 Round 1 Engagement: Online Survey and Map Engagement Toolkit	66	\$8,916	\$0	\$8,916				X		
2.4 Round 2 Engagement: Mobile Visioning Workshop, Online Visioning Exercise, Updated Toolkit	66	\$8,916	\$0	\$8,916					X	
2.5 Round 3 Engagement: Prioritization Exercise, Online Map, Updated Toolkit	58	\$7,986	\$0	\$10,368	\$500					X
2.6 Outreach Themes From All Public Engagement	42	\$5,986	\$0	\$5,986						X
Subtotal Task 2	292	\$41,070	\$0	\$43,470	\$500					

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EXHIBIT B cont.

		BluePoint Planning	RIOS, Inc.	Digital Mapping Solutions	Total Labor	Direct	Timeline (Months)
Task 3. Review Relevant Past and Current Documents, Plans, and Processes							
	Gather, Review, and Synthesize Documents and Plans	28	\$3,960	0	\$0	28	\$3,960
3.1	See 3.4			0	\$0		
3.2	Parks, trails, open space, and facilities inventory and base map.	15	\$2,178	0	\$0	24	\$3,600
3.3	Memo on parks, open space, facilities, and trails tour.	48	\$8,208	0	\$0	48	\$8,208
3.4	DRAFT related documents, plans, and processes section for review.	33	\$4,878	0	\$0	33	\$4,878
Subtotal Task 3		124	\$19,224	0	\$0	24	\$3,600
Task 4. Research Demographics, Population Growth, and Related Trends							
4.1	Demographics Analysis	22	\$3,456	0	\$0	2	\$300
4.2	DRAFT demographics, population growth, and related trends section for review.	30	\$4,536	0	\$0	30	\$4,536
4.3	Memo on placemaking case studies. DRAFT park redesign concept for review.	1	\$180	54	\$9,230	0	\$0
4.4	Minutes/summary for each meeting.	42	\$7,794	0	\$0	42	\$7,794
Subtotal Task 4		95	\$15,966	54	\$9,230	2	\$300
Task 5. Manage and Coordinate Level of Service and GIS Gap Analyses							
5.1	DRAFT methodology for review.	11	\$1,908	0	\$0	11	\$1,908
5.2	FINAL methodology for review.	13	\$1,998	0	\$0	40	\$8,000
5.3	Memo on LOS and gap analysis. Memo on Equity mapping.	26	\$4,176	0	\$0	26	\$4,176
5.4	Memo on recreation program needs and gaps.	24	\$3,862	0	\$0	24	\$3,862
5.5	Memo on staffing and operations needs and gaps.	24	\$3,862	0	\$0	24	\$3,862
5.6	Minutes/summary for each meeting.	42	\$7,794	0	\$0	42	\$7,794
Subtotal Task 5		140	\$23,580	0	\$0	40	\$6,000
						\$29,560	\$3,500

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EXHIBIT B cont.

		BluePoint Planning	RIOS, Inc.	Digital Mapping Solutions	Total Labor	Direct	Timeline (Months)					
Task 6. Document Existing and Desired Outcomes and Synthesize Master Plan												
6.1	Vision and Goals Framework (Desired Future Condition)	22	\$3,276	0	\$0	\$0	22	\$3,276			x	x
6.2	Draft Parks, Facilities and Trails Recommendations	22	\$3,456	0	\$0	\$0	22	\$3,456			x	
6.3	DRAFT Open Space and Conservation Lands Recommendations	18	\$2,916	0	\$0	\$0	18	\$2,916			x	
6.4	DRAFT Recreation Programs, Management, and Operations Recommendations	24	\$3,888	0	\$0	\$0	24	\$3,888			x	
6.5	POLICY & Procedure Update Recommendations for Climate Resilience, Equity and Housing	24	\$3,852	0	\$0	\$0	24	\$3,852			x	
6.6	Meeting Window 3: In-person Progress Meeting, CAC Meeting, TAC Meeting	42	\$7,784	0	\$0	\$0	42	\$7,784	\$3,500			x
	Subtotal Task 6	152	\$25,182	0	\$0	\$0	152	\$25,182	\$3,500			
Task 7. Facilitate Creation of Action Plan(s) and Plan Implementation Section												
7.1	Prioritization Process and Criteria	24	\$4,032	0	\$0	\$0	24	\$4,032				x
7.2	Memo on metrics development.	16	\$2,592	0	\$0	\$0	16	\$2,592				x
7.3	Meeting Window 4: In-person Progress Meeting, Action Plan Work Session, CAC Meeting, TAC Meeting.	48	\$8,820	0	\$0	\$0	48	\$8,820	\$3,500			x
	Subtotal Task 7	88	\$15,444	0	\$0	\$0	88	\$15,444	\$3,500			
Task 8. Produce Comprehensive Document and Project Website												
8.1	Plan Outline and Format with detailed timelines for draft deliverables and review	13	\$1,988	0	\$0	\$0	13	\$1,988			x	x
8.2	Administrative Draft PROST Plan	60	\$9,072	0	\$0	\$0	60	\$9,072			x	x
8.3	Public Review Draft PROST Plan	46	\$6,876	0	\$0	\$0	46	\$6,876				x
8.4	Online Public PROST Plan (Storymap)	46	\$6,852	0	\$0	\$300	48	\$6,852				x
8.5	Final PROST Plan	29	\$4,158	0	\$0	\$0	29	\$4,158				x
8.6	Draft and/or Final Plan Presentations (Optional)	8	\$1,000	0	\$0	\$0	8	\$1,000				x
	Subtotal Task 8	194	\$29,656	0	\$0	\$300	196	\$29,956	\$0			
	TOTAL FEE ESTIMATE	1,316	\$204,993	54	\$10,230	\$16,500	1,480	\$231,723	\$18,000			
								TOTAL	\$249,723			
												Without Optional Tasks
												\$227,519

End Exhibit B.

Exhibit C
MISSOULA PARKS AND RECREATION RESPONSIBILITIES

Generalized Scope Tasks

- Coordinate with consultant on all project-related tasks, schedules and timelines, etc.
- Provide oversight and guidance to the consultant and project partners throughout the planning process.
- Provide timely responses and reviews of all drafts, materials and other related deliverables.
- Serve as a liaison between the consultant and various committees, working groups, elected officials, staff, partners, and other involved groups.
- Coordinate with the consultant on all public engagement efforts as guided by the Public Engagement Committee and the University of Montana.
- Collect and provide data from public engagement efforts to the consultant as necessary in coordination with the University of Montana.
- Help consultant focus on integrating the three city strategic lenses of equity, climate resiliency, and housing, as well as city growth policy, transportation/active transportation, economic development and tourism, ecosystem services, health and safety, food security, viewsheds, and other critical aspects of the community.
- Attend all meetings as necessary with consultant, staff, partners, committees, the general public, and other groups.
- Schedule/reserve meeting spaces as needed for various meetings, open houses, etc.
- Foster working relationships with other city departments, project partners and stakeholders, and the general public related to the plan update.
- Help the consultant coordinate on concurrent projects, plans, and processes both within and outside of the city.
- Provide GIS and other necessary data for analysis, research, and plan production.
- Give presentations to elected/appointed officials, project partners, committees, the general public, etc. as needed and as coordinated with the consultant team.
- Make timely payments to the consultant team for invoices submitted.
- Contract with the University of Montana for additional and complimentary public engagement services.