

AGREEMENT BETWEEN OWNER AND CONSULTANT FOR PROFESSIONAL SERVICES

THIS IS AN AGREEMENT effective as of 07/05/2024 (“Effective Date”) between **City of Sandpoint** (“Owner”) and TischlerBise, Inc. (“Consultant”).

Owner’s Project, of which Consultant’s services under this Agreement are a part, is generally identified as follows: Development Impact Fee Study (“Project”).

Consultant’s services under this Agreement are generally identified as follows: Prepare a Development Impact Fee Study and Report (“Services”).

Other terms used in this Agreement are defined in Article 7.

Owner and Consultant further agree as follows:

ARTICLE 1 – SERVICES OF CONSULTANT

1.01 Scope

- A. Consultant shall provide, or cause to be provided, the services set forth herein and in Exhibit A.

ARTICLE 2 – OWNER’S RESPONSIBILITIES

2.01 General

- A. Owner shall pay Consultant as set forth in Article 4 and Appendix 1.
- B. Owner shall furnish to Consultant any existing and available studies, reports, and other information pertinent to the Consultant’s performance of the Services.
- C. Owner shall advise Consultant of the identity and scope of services of any independent consultants retained by Owner to perform or furnish services pertinent to the Services.
- D. Owner shall arrange for safe access to and make all provisions for Consultant to enter upon public and private property as required for Consultant to perform services under the Agreement.
- E. Owner shall inform Consultant in writing of any specific requirements of safety or security programs that are applicable to Consultant, as a visitor to any Site under study.
- F. Owner shall examine all alternative solutions, studies, reports, sketches, proposals, and other documents presented by Consultant (including obtaining advice of an attorney,

risk manager, insurance counselor, and other advisors or consultants as Owner deems appropriate with respect to such examination) and render in writing timely decisions pertaining thereto.

- G. Recognizing and acknowledging that Consultant's services and expertise do not include the following services, Owner shall provide, as required for Consultant performance of its Services:
1. Accounting, bond and financial advisory (including, if applicable, "municipal advisor" services as described in Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act, 2010, and the municipal advisor registration rules issued by the Securities and Exchange Commission), independent cost estimating, and insurance counseling services.
 2. Legal services with regard to issues pertaining to the Project as Owner requires, or Consultant reasonably requests.
- H. Owner shall give prompt written notice to Consultant whenever Owner observes or otherwise becomes aware of:
1. any development that affects the scope or time of performance of Consultant's services;
 2. the presence of any Constituent of Concern at any Site; or
 3. any relevant, material defect or nonconformance in Consultant's services or Owner's performance of its responsibilities under this Agreement.

ARTICLE 3 – SCHEDULE FOR RENDERING SERVICES

3.01 Commencement

- A. Consultant is authorized to begin rendering services as of the Effective Date.

3.02 Time for Completion

- A. Consultant shall complete its obligations no later than February 28, 2025. Specific periods of time for rendering services or specific dates by which services are to be completed are provided in Exhibit A, and are hereby agreed to be reasonable.
- B. If, through no fault of Consultant, such periods of time or dates are changed, or the orderly and continuous progress of Consultant's services is impaired, or Consultant's services are delayed or suspended, then the time for completion of Consultant's services, and the rates and amounts of Consultant's compensation, shall be adjusted equitably.

ARTICLE 4 – INVOICES AND PAYMENTS4.01 *Invoices*

- A. *Preparation and Submittal of Invoices:* Consultant shall prepare invoices in accordance with its standard invoicing practices and the terms of this Article and Exhibit B, Fee Schedule. Consultant shall submit its invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt.

4.02 *Payments*

- A. *Disputed Invoices:* If Owner disputes an invoice, either as to amount or entitlement, then Owner shall promptly advise Consultant in writing of the specific basis for doing so, may withhold only that portion so disputed, and must pay the undisputed portion subject to the terms of Paragraph 4.01.

4.03 *Payment for Basic Services (Hourly Rates Plus Reimbursable Expenses) and Additional Services*

- A. Using the procedures set forth in this Article, Owner shall pay Consultant for Basic Services as follows:
1. An amount equal to the cumulative hours charged to the Basic Services by each class of Consultant's employees times standard hourly rates for each applicable billing class, plus reimbursement of expenses incurred in connection with providing the Basic Services (including but not limited to expenses in the categories listed on the reimbursable expenses schedule in Exhibit B, Fee Schedule) and Consultant's sub-consultant charges, if any.
 2. Consultant's standard hourly rates and reimbursable expenses schedule are set forth in Exhibit B, Fee Schedule.
 3. The total compensation for Basic Services and reimbursable expenses shall not exceed \$76,790 for this Project.
- B. For Additional Services, Owner shall pay Consultant an amount equal to the cumulative hours charged to providing the Additional Services by each class of Consultant's employees, times standard hourly rates for each applicable billing class; plus reimbursement of expenses incurred in connection with providing the Additional Services (including but not limited to expenses in the categories listed on the reimbursable expenses schedule in Exhibit B, Fee Schedule) and Consultant's sub-consultant charges, if any.

ARTICLE 5 – GENERAL CONSIDERATIONS5.03 *Standards of Performance*

- A. *Standard of Care:* The standard of care for all professional Consulting and related services performed or furnished by Consultant under this Agreement will be the care

and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Consultant makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished by Consultant.

- B. *Technical Accuracy:* Owner shall not be responsible for discovering deficiencies in the technical accuracy of Consultant's services. Consultant shall correct deficiencies in technical accuracy without additional compensation, unless such corrective action is directly attributable to deficiencies in Owner-furnished information.
- C. *Consultants:* Consultant may retain such Consultants as Consultant deems necessary to assist in the performance or furnishing of the services, subject to reasonable, timely, and substantive objections by Owner.
- D. *Reliance on Others:* Subject to the standard of care set forth in Paragraph 5.01.A, Consultant and its Consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.
- E. Consultant shall not be required to sign any document, no matter by whom requested, that would result in the Consultant having to certify, guarantee, or warrant the existence of conditions whose existence the Consultant cannot ascertain. Owner agrees not to make resolution of any dispute with the Consultant or payment of any amount due to the Consultant in any way contingent upon the Consultant signing any such document.
- F. Consultant shall not have any professional engineering, architectural, landscape architecture, construction management, professional land surveying, or public works construction duties under this Agreement.
- G. Consultant is not required to provide and does not have any responsibility for surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements.
- H. Consultant's services do not include providing legal advice or representation.
- I. Consultant's services do not include (1) serving as a "municipal advisor" for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission, or (2) advising Owner, or any municipal entity or other person or entity, regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances.

5.04 *Use of Documents*

- A. All Documents are instruments of service, and Owner shall retain an ownership and property interest therein (including the copyright and the right of reuse at the discretion of the Owner) whether or not the Services or the Project is completed.

5.05 *Electronic Transmittals*

- A. Owner and Consultant may transmit, and shall accept, Project-related correspondence, Documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, in accordance with a mutually agreeable protocol.
- B. If this Agreement does not establish protocols for electronic or digital transmittals, then Owner and Consultant shall jointly develop such protocols.
- C. When transmitting items in electronic media or digital format, the transmitting party makes no representations as to long term compatibility, usability, or readability of the items resulting from the recipient's use of software application packages, operating systems, or computer hardware differing from those used in the drafting or transmittal of the items, or from those established in applicable transmittal protocols.

5.06 *Insurance*

- A. Consultant will maintain insurance coverage for Workers' Compensation, General Liability, Professional Liability, and Automobile Liability and will provide certificates of insurance to Owner upon request with City of Sandpoint named as Additional insured.
 - 1. Worker's Compensation: Statutory limits in accordance with the State of Idaho
 - 2. Automobile Bodily Injury and Property Damage Liability: \$1,000,000 each occurrence
 - 3. Professional Liability: Errors and Omissions: \$500,000
 - 4. Comprehensive Commercial General Liability: \$1,000,000 per occurrence/ \$2,000,000 aggregate

5.07 *Termination*

- A. *Termination*: The obligation to provide further services under this Agreement may be terminated:
 - 1. For cause,
 - a. By either party upon 30 days' written notice in the event of substantial failure by the other party to perform in accordance with the Agreement's terms through no fault of the terminating party.

b. By Consultant:

- 1) upon fourteen days' written notice if Owner demands that Consultant furnish or perform services contrary to Consultant's responsibilities as a licensed professional; or
- 2) upon fourteen days' written notice if the Consultant's services are delayed for more than 90 days for reasons beyond Consultant's control.

c. Consultant shall have no liability to Owner on account of a termination for cause by Consultant.

2. Notwithstanding the foregoing, this Agreement will not terminate as a result of a substantial failure under Paragraph 5.05.A.1.a or 5.05.A.1.b.1 if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt of notice; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.

- B. *Termination for Convenience:* Owner may terminate the Agreement for Owner's convenience effective upon the Consultant's receipt of written notice from Owner.
- C. The terminating party under Paragraphs 5.05.A or 5.05.B may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Consultant to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.
- D. In the event of any termination under Paragraph 5.05, Consultant will be entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all reimbursable expenses incurred through the effective date of termination.
- E. In the event of termination by Owner for convenience, or by Consultant for cause, Consultant shall be entitled, in addition to invoicing for those items identified in Paragraph 5.05.D, to invoice Owner and receive payment of a reasonable amount for services and expenses directly attributable to termination, both before and after the effective date of termination, such as reassignment of personnel, costs of terminating contracts with Consultant's Consultants, and other related close-out costs, using methods and rates for Additional Services as set forth in Article 4 and Appendix 1.

5.08 *Controlling Law*

- A. This Agreement is to be governed by the State of Idaho.

5.09 *Successors, Assigns, and Beneficiaries*

- A. Owner and Consultant are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Consultant (and to the extent permitted by Paragraph 6.07.B the assigns of Owner and Consultant) are hereby bound to the other party to this Agreement and to the successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.
- B. Neither Owner nor Consultant may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.
- C. Unless expressly provided otherwise in this Agreement:
 - 1. Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Consultant to any Constructor, or other third-party individual or entity, or to any surety for or employee of any of them.
 - 2. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Consultant and not for the benefit of any other party. Any and all Documents prepared by Consultant, including but not limited to the Report to be prepared pursuant to Exhibit A, are prepared solely for the use and benefit of Owner, unless expressly agreed otherwise by Consultant.

5.10 *Dispute Resolution*

- A. Owner and Consultant agree to negotiate each dispute between them in good faith during the 30 days after notice of dispute. If negotiations are unsuccessful in resolving the dispute, then the dispute shall be mediated. If mediation is unsuccessful, then the parties may exercise their rights at law.

5.11 *Environmental Condition of Site – Not Used*

5.12 *Indemnification*

- A. Consultant shall indemnify and hold the Owner, its officials, officers, employees, agents and assigns, harmless from and/or against any and all claims, damages, and liabilities (including reasonable attorney's fees) that may be suffered or incurred or that arise as a result of and which are caused by Consultant wrongful acts or omissions in the performance of its duties under this Agreement. This indemnification does not apply when such claims, damages, and liabilities are the result of negligent acts, errors, omissions or fault on the part of the Owner, its officials, officers, employees, agents or assigns. Nothing contained in this indemnification provision shall waive, in any manner,

the limits of liability provided to the Owner specified in Idaho Code §6-901 through 6-929, known as the Idaho Tort Claims Act.

5.13 *Records Retention*

- A. Consultant shall maintain on file in legible form, for a period of five years following completion or termination of its services, all Documents, records (including cost records), and design calculations related to Consultant's services or pertinent to Consultant's performance under this Agreement. Upon Owner's request, Consultant shall provide a copy of any such item to Owner at cost.

5.14 *Miscellaneous Provisions*

- A. *Notices:* Any notice required under this Agreement will be in writing, addressed to the appropriate party at its address on the signature page and given personally, by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt.
- B. *Survival:* All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.
- C. *Severability:* Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Consultant, which agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.
- D. *Waiver:* A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.
- E. *Accrual of Claims:* To the fullest extent permitted by Laws and Regulations, all causes of action arising under this Agreement shall be deemed to have accrued, and all statutory periods of limitation shall commence no later than the date of completion of the Services.
- F. This is to certify that Consultant and its agents is not owned or operated by the government of China, nor will it be owned or operated by the government of China during the duration of any and all contracts entered into.

ARTICLE 6 – DEFINITIONS6.03 *Defined Terms*

- A. Wherever used in this Agreement (including the Exhibits and Appendix) terms (including the singular and plural forms) printed with initial capital letters have the meanings indicated in the text above, in the exhibits, or in the following provisions:
1. *Additional Services*—The services to be performed for or furnished to Owner by Consultant in accordance with Part 2 of Exhibit A of this Agreement.
 2. *Agreement*—This written contract for study and report professional services between Owner and Consultant, including all exhibits identified in Paragraph 8.01 and any duly executed amendments.
 3. *Basic Services*—The services to be performed for or furnished to Owner by Consultant in accordance with Part 1 of Exhibit A of this Agreement.
 4. *Consultants*—Individuals or entities having a contract with Consultant to furnish services with respect to this Agreement as Consultant's independent professional associates and consultants; subcontractors; or vendors.
 5. *Documents*—Data, studies, reports (including the Report referred to in Exhibit A), and other deliverables, whether in printed or electronic format, provided or furnished by Consultant to Owner pursuant to this Agreement.
 6. *Effective Date*—The date indicated in this Agreement on which it becomes effective, but if no such date is indicated, the date on which this Agreement is signed and delivered by the last of the parties to sign and deliver.
 7. *Consultant*—The individual or entity named as such in this Agreement.
 8. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
 9. *Owner*—The individual or entity with which Consultant has entered into this Agreement and for which Consultant's services are to be performed.
 10. *Project*—The total undertaking to be accomplished for Owner by Consultants, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the Services to be performed or furnished by Consultant under this Agreement are a part.

ARTICLE 7 – EXHIBITS AND SPECIAL PROVISIONS

7.03 Exhibits Included

- A. Exhibit A, Scope of Services.
- B. Exhibit B, Fee Schedule

7.04 Total Agreement

- A. This Agreement, (together with the exhibits included above) constitutes the entire agreement between Owner and Consultant and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a written instrument duly executed by both parties.

7.05 Designated Representatives

- A. With the execution of this Agreement, Consultant and Owner shall designate specific individuals to act as Consultant's and Owner's representatives with respect to the Agreement. Such an individual shall have authority to transmit instructions, receive information, and render decisions relative to the Agreement on behalf of the respective party that the individual represents.

7.06 Consultant's Certifications

- A. Consultant certifies that it has not engaged in corrupt, fraudulent, or coercive practices in competing for or in executing the Agreement. For the purposes of this Paragraph 8.04:
 - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the selection process or in the Agreement execution;
 - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the selection process or the execution of the Agreement to the detriment of Owner, or (b) to deprive Owner of the benefits of free and open competition;
 - 3. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the selection process or affect the execution of the Agreement.

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

Owner: CITY OF SANDPOINT

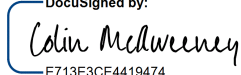
By: _____
Print name: Jeremy Grimm
Title: MAYOR
Date Signed: _____

Address for Owner's receipt of notices:
1123 Lake Street
Sandpoint, Idaho 83864

Designated Representative:

Title: Community Planning and Development Director
Phone Number: 208-255-1738
E-Mail Address: jwe1ker@sandpointidaho.gov

Consultant:

By: 
Print name: COLIN MCAWENEY
Title: Idaho Practice Leader
Date Signed: 6/26/2024

Address for Consultant's receipt of notices:
999 W Main St
Suite 100
Boise, ID 83702

Designated Representative:

Title: Idaho Practice Leader
Phone Number: 208-515-7480
E-Mail Address: colin@tischlerbise.com

Exhibit A, Scope of Services between Owner and Consultant for the Development Impact Fee Study Professional Services dated July 05, 2024.

The following scope of work provides detailed steps to ensure this project is completed successfully and meets the legal requirements for impact fees, based on the State's enabling legislation, as well as national case law.

TASK 1: PROJECT INITIATION / DATA ACQUISITION

During this task, Consultant will meet with City to establish lines of communication, review and discuss project goals and expectations related to the project, review (and revise if necessary) the project schedule, request data and documentation related to new proposed development, and discuss roles in the project. The objectives of this initial discussion are outlined below:

- Obtain and review current demographics and other land use information for the City
- Review and refine work plan and schedule
- Assess additional information needs and required staff support
- Identify and collect data and documents relevant to the analysis

Meetings: One (1) on-site visit to meet with City project staff as appropriate.

Deliverables: Data request memorandum (prepared in advance of meeting).

TASK 2: PREPARE LAND USE ASSUMPTIONS AND DEVELOPMENT PROJECTIONS

The purpose of this task is to review and understand the current demographics of the City and determine the likely development future for the City in terms of new population, housing units, employment, and nonresidential building area over the next 10-20 years. Information from the City, as well other regional/State sources may serve as the basis for preparing projections of residential and nonresidential development for consideration by staff and the Impact Fee Advisory Committee. Consultant will prepare a plan that includes projections of changes in land uses, densities, intensities, and population.

Meetings: Discussions with City will be held as part of Task 1, as well as conference calls as needed.

Deliverables: Consultant will prepare a draft Technical Memorandum discussing the recommended land use factors and projections. After review and sign-off by the City, a final memorandum will be issued, which will become part of the final Impact Fee Report and Capital Improvements Plan.

TASK 3: DETERMINE CAPITAL FACILITY NEEDS AND SERVICE LEVELS

This Task as well as Tasks 4-7 may vary somewhat depending on the methodology applied to the fire and emergency services impact fee.

Identify Facilities/Costs Eligible for Impact Fee Funding. As an essential part of the nexus analysis, Consultant will evaluate the impact of development on the need for additional facilities, by type, and identify costs eligible for impact fee funding. Elements of the analysis include:

- Review facility plans, fixed asset inventories, and other documents establishing the relationship between development and facility needs by type.
- Identify planned facilities, vehicles, equipment, and other capital components eligible for impact fee funding.
- Prepare forecast of relevant capital facility needs.
- Adjust costs as needed to reflect other funding sources.
As part of calculating the fee, the City may include the construction contract price; the cost of acquiring land, improvements, materials, and fixtures; the cost for planning, surveying, and engineering fees for services provided for and directly related to the construction system improvement; and debt service charges, if the City might use impact fees as a revenue stream to pay the principal and interest on bonds, notes or other obligations issued to finance the cost of system improvements. All of these components will be considered in developing an equitable allocation of costs.

Identify Appropriate Level of Service (LOS) Standards. Consultant will review needs analyses and level of service for each facility type. Activities related to this Task include:

- Apply defined service standards to data on future development to identify the impacts of development on facility and other capital needs. This will include discussions with staff of the existing versus adopted LOS, as appropriate.
- Ascertain and evaluate the actual demand factors (measures of impact) that generate the need for each type of facility to be addressed in the study.
- Identify actual existing service levels for each facility type. This is typically expressed in the number of demand units served.
- Define service standards to be used in the impact fee analysis.

Meetings: One (1) meeting with City to discuss capital facility needs and levels-of-service.

Deliverables: Memoranda as appropriate. Results integrated into Draft/Final Impact Fee Report.

TASK 4: EVALUATE DIFFERENT ALLOCATION METHODOLOGIES

There are three basic methodologies that can be applied in the calculation of impact fees are the plan based, incremental expansion, and cost-recovery approaches. Selection of the particular methodology for each component of the impact fee will depend on which is most beneficial for the City. In a number of cases, Consultant will prepare the impact fees using several methodologies and will discuss the trade-offs with the City. This allows the utilization of a combination of methodologies within one fee category. For instance, a plan-based approach may be appropriate for a new building while an incremental approach may be appropriate for apparatus. By testing all possible methodologies, the City is assured that the maximum supportable impact fee will be developed.

Meetings: One (1) meeting with the Advisory Committee and City to discuss issues related to allocation

methodologies and relevant policy issues.

Deliverables: “Storyboard” presentation on fee options.

TASK 5: PREPARE CAPITAL IMPROVEMENTS PROGRAM (CIP)

This task will reflect an initial CIP. The CIP will incorporate anticipated new capital facilities due to growth.

Also included, as appropriate, will be replacement/retrofit/rehabilitation needs due to existing development. The CIP will represent the best estimates of the consultant team and City on the priority, timing, cost, and method of financing.

Deliverables: See Task 8.

TASK 6: DETERMINE NEED FOR “CREDITS” TO BE APPLIED AGAINST CAPITAL COSTS

There are two types of “credits” that are included in the calculation of impact fees, each with specific, distinct characteristics. The first is a credit due to possible double payment situations. This could occur when a property owner will make future contributions toward the capital costs of a public facility covered by an impact fee. The second is a credit toward the payment of an impact fee for the required dedication of public sites and improvements provided by the developer and for which the impact fee is imposed. Both types of credits will be considered and addressed in the impact fee study.

Deliverables: Memoranda as appropriate. See Task 8.

TASK 7: CONDUCT FUNDING AND CASH FLOW ANALYSIS

In order to prepare a meaningful capital funding strategy, it is important to not only understand the gross revenues, but also the capital facility costs and any deficits. In this case, some consideration should be given to anticipated funding sources. This calculation will allow the City to better understand the various revenue sources possible and the amount that would be needed if the impact fees were discounted.

The initial cash flow analysis will indicate whether additional funds might be needed or if the funding strategy might need to be changed to have new growth pay its fair share of new capital facilities. This could also affect the total credits calculated in the previous Task. Therefore, it is likely that several iterations will be conducted to refine the cash flow analysis reflecting the capital improvement needs.

Deliverables: See Task 8.

TASK 8: PREPARE IMPACT FEE AND CAPITAL IMPROVEMENTS PLAN, PUBLIC PRESENTATIONS

Consultant will prepare a draft report for the City’s review. The report will summarize the need for impact fees in the City and the relevant methodologies employed in the calculation. It will also document all assumptions and cost factors. The report will include at a minimum the following information:

- Executive summary
- A detailed description of the methodologies used during the study

- A detailed description of all level of service standards and cost factors used and accompanying rationale
- A Capital Improvements Plan for fire and emergency medical services
- A detailed schedule of all proposed fees listed by land use type and activity
- Other information which adequately explains and justifies the resulting recommended fee Schedule
- Cash flow analysis
- Implementation and administration procedures

Following the City's review of the draft report, we will make mutually agreed upon changes to the impact fee report and issues a final version.

Consultant's report will have flow diagrams clearly indicating the methodology and approach, a series of tables for each fee category showing all the data assumptions and figures, and a narrative explaining all of the data assumptions, sources, and the methodologies. The report will be a stand-alone document clearly understood by all interested parties. Because of the firm's extensive experience in calculating impact fees and preparing such reports, we have developed a succinct written product that leaves a well-understood paper trail.

Meetings: One (1) meeting to present the draft Impact Fee Study and Capital Improvements Plan.

Deliverables: Draft and Final Impact Fee Study and Capital Improvements Plan.

TASK 9: PUBLIC OUTREACH

Impact Fee Advisory Committee. Meetings with the Impact Fee Advisory Committee will allow interested parties, designated by the City, to understand assumptions and raise any questions about the technical data and approach being used in the fee update. The intent is for these discussions to be an opportunity for interested parties to understand the soundness and reasonableness of the technical methodologies, and to a certain extent, the political and/or philosophical use of fees. Consultant proposes two meetings with this group. The first meeting would be an "open house" where members of the Advisory Committee, elected and appointed officials can come to learn about impact fees in general, as well as the process going forward and the land use assumptions. Meeting 2 would focus on the presentation of the draft Impact Fee Report.

Meetings: Two (2) meetings with Advisory Committee.

Deliverables: Presentation materials for meetings.

Project Schedule

Tasks Anticipated

Dates Meetings Meetings/Deliverables

Task 1: Project Initiation/Data Acquisition July, 2024
1 Data Request Memorandum

Task 2: Develop Land Use Assumptions and Development Projections - July - August, 2024
1 Technical Memorandum Outlining
1 Recommended Land Use Assumptions

Task 3: Determine Capital Facility Needs and Service Levels - July - November, 2024
2 Memoranda as Appropriate

Task 4: Evaluate Different Allocation Methodologies - November - December, 2024
1 Memoranda as Appropriate

Task 5: Prepare Capital Improvements Program(CIP) Chapter - December, 2024
"Storyboard" Presentation on Fee Options

Task 6: Determine Need for and Calculate Credits - January, 2025
Draft Capital Improvement Plan

Task 7: Conduct Funding Source and Cash Flow Analysis - January, 2025
Memoranda as Appropriate

Task 8: Prepare Draft/Final DIF and CIP Report - January - February, 2025
1 Draft/Final Development Impact Fee and Capital Improvement Program Report

Task 9: Meetings with Development Impact Fee Advisory Committee - January - February, 2025
2 Draft DIF and CIP Report. Presentation materials as appropriate.

PROJECT SCHEDULE - SANDPOINT DEVELOPMENT IMPACT FEE STUDY			
Tasks	Anticipated Dates	Meetings	Meetings/Deliverables
Task 1: Project Initiation/Data Acquisition	July, 2024	1	Data Request Memorandum
Task 2: Develop Land Use Assumptions and Development Projections	July - August, 2024	1	Technical Memorandum Outlining Recommended Land Use Assumptions
Task 3: Determine Capital Facility Needs and Service Levels	July - November, 2024	2	Memoranda as Appropriate
Task 4: Evaluate Different Allocation Methodologies	November - December, 2024	1	Memoranda as Appropriate

Task 5: Prepare Capital Improvements Program (CIP) Chapter	December, 2024	0	"Storyboard" Presentation on Fee Options
Task 6: Determine Need for and Calculate Credits	January, 2025	0	Draft Capital Improvement Plan
Task 7: Conduct Funding Source and Cash Flow Analysis	January, 2025	0	Memoranda as Appropriate
Task 8: Prepare Draft/Final DIF and CIP Report	January - February, 2025	1	Draft/Final Development Impact Fee and Capital Improvement Program Report
Task 9: Meetings with Development Impact Fee Advisory Committee	January - February, 2025	2	Draft DIF and CIP Report. Presentation materials as appropriate.

Exhibit B, Fee Schedule, for the Development Impact Fee Study Professional Services dated July 05, 2024.

The table below summarizes estimated costs for the tasks reflected in Exhibit A, Scope of Services. Consultant to provide monthly invoices according to this Fee Schedule and based on the percentage complete for each task. Consultant shall not exceed costs as outlined in this Fee Schedule without both Parties in agreement of excess costs and an Amendment is fully executed to this Agreement. Amendment is required prior to additional costs being incurred.

CITY OF SANDPOINT DEVELOPMENT IMPACT FEE STUDY					
Project Team Member:	Bise	McAweeney	Gilligan	Total	
Job Title:	Principal-in-Charge	Project Manager	Project Analyst	Hours	Cost
Hourly Rate	\$235	\$200	\$180		
Task 1: Project Initiation/Data Acquisition	0	8	4	12	\$2,320
Task 2: Develop Land Use Assumptions and Development Projections	2	16	24	42	\$7,990
Task 3: Determine Capital Facility Needs and Service Levels	2	72	60	134	\$25,670
Task 4: Evaluate Different Allocation Methodologies	8	24	4	36	\$7,400
Task 5: Prepare Capital Improvements Program (CIP) Chapter	2	16	4	22	\$4,390
Task 6: Determine Need for and Calculate Credits	2	8	2	12	\$2,430
Task 7: Conduct Funding Source and Cash Flow Analysis	2	8	4	14	\$2,790
Task 8: Prepare Draft/Final DIF and CIP Report	8	72	16	96	\$19,160
Task 9: Meetings with Development Impact Fee Advisory Committee	0	16	8	24	\$4,640
TOTAL:	26	240	126	392	\$76,790