

**AGREEMENT FOR FOREST MANAGEMENT CONSULTANT SERVICES BETWEEN
THE CITY OF SANDPOINT AND INLAND FOREST MANAGEMENT, INC.**

This Agreement is made and entered into this 06th day of April, 2026, by and between the City of Sandpoint, a public body corporate and politic (hereinafter the "CITY"), and Inland Forest Management, Inc., a State of Idaho (Limited Liability Corporation, Corporation, Sole Proprietor, etc), (hereinafter called the "CONSULTANT"). The CITY and the CONSULTANT are sometimes referred to herein as a "party" or "parties."

RECITALS

WHEREAS, the CONSULTANT represents that CONSULTANT has the expertise and is qualified to perform forest management consultant services as provided for in this Agreement; and

WHEREAS, the CITY and the CONSULTANT have determined it is in their mutual interest to enter into this Agreement for the provision of such services within the CITY, subject to the terms and conditions provided herein.

NOW THEREFORE, the CITY and the CONSULTANT, in consideration of the payments, covenants and conditions hereinafter set forth, hereby agree as follows:

1. DESCRIPTION OF SERVICES

1.1 The CONSULTANT shall perform forest management consultant services as described in Exhibit A, Scope of Services, and perform and complete all such services in a manner satisfactory to the CITY. Approval of the work/services performed by the CONSULTANT shall be made by the City's Utilities Director or City authorized designee, who shall oversee this Agreement on behalf of CITY. All services required under this Agreement shall be performed by the CONSULTANT, or under the CONSULTANT'S direct supervision, and all personnel shall possess the qualifications, permits, and licenses required by State and/or Local law to perform such services. The CONSULTANT shall be solely responsible for the satisfactory work performance of all personnel engaged in performing services required by this Agreement, and for compliance with all reasonable performance standards established by the CITY.

1.2 The CONSULTANT shall not accept any change to the scope, or change in provisions if this Agreement, unless issued in writing, as an amendment or change order by the CITY.

1.3 The CONSULTANT agrees to possess a CITY Business License as required by Title 3 of City Code, prior to commencement of any services under the term of this Agreement and maintain such license throughout the term of the Agreement. The CONSULTANT further agrees to keep and maintain any and all required local, state, and federal licenses and/or certifications to perform work and provide services as described within this Agreement. If requested, the CONSULTANT shall provide written proof of such licenses and/or certifications to the CITY for all times when it is performing services under this Agreement.

2. SUPERVISION OF PERSONNEL AND SUBCONSULTANTS

2.1 The CONSULTANT warrants that nothing contained in this Agreement shall be construed as creating an employment relationship between the CONSULTANT, or any of its employees, agents or assigns and the CITY, it being understood by the parties that each employee, agent or assign of the CONSULTANT providing services hereunder shall at all times relevant to this Agreement be and remain an employee, agent or assign of the CONSULTANT, which shall be exclusively responsible for providing all compensation, benefits, payment of and reporting of all employment or income taxes, if any, insurance, discipline, supervision, and direction for each such individual during the full term of this Agreement.

2.2 The CONSULTANT shall notify the CITY of any subconsultants required to perform the services of this Agreement, and the CITY shall have the right to approve or disapprove of any and all such subconsultants, in its sole discretion. If approved by the CITY, any subconsultant shall agree, in writing, to be bound by any and all terms and conditions of this Agreement to be performed by the CONSULTANT, such writing to be provided to the CITY by the CONSULTANT before performance of any services by the subconsultant. Failure to abide by this provision shall constitute a material breach of this Agreement by the CONSULTANT.

3. INDEMNIFICATION

To the extent allowed by law, CONSULTANT shall indemnify and hold the CITY, 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 the CONSULTANT'S 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 CITY, 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 CITY specified in Idaho Code §6-901 through 6-929, known as the Idaho Tort Claims Act.

4. INSURANCE:

4.1 At all times material hereto, CONSULTANT shall keep and maintain a policy or policies of insurance covering losses resulting from general liability, personal injury and property loss, in amounts no less than \$1,000,000.00 per claim and \$2,000,000.00 in the aggregate, for any losses sustained as a result of performance of its duties and responsibilities under this Agreement, naming the CITY as an additional insured on each such policy or policies. CONSULTANT shall provide the CITY with proof of such insurance prior to commencement of any Work. CONSULTANT shall also keep and maintain an automobile insurance policy or policies for each of its employees, in the same amounts stated above, insuring against losses related to operation of its vehicles in performance of its duties under this Agreement. All employees of CONSULTANT are deemed its employees only, and CONSULTANT shall be responsible for carrying proper Workers' Compensation coverage on any such employees. Proof of automobile insurance coverage and Workers' Compensation coverage shall also be provided to the CITY prior to commencement of any Work.

4.2 CONSULTANT shall keep and maintain a policy or policies of insurance covering losses resulting from Professional Liability, Errors and Omissions in amounts no less than \$1,000,000 for

any losses sustained as a result of performance of its duties and responsibilities under this Agreement, naming the CITY as an additional insured on each such policy or policies.

5. SERVICES APPROVAL AND DOCUMENTATION

5.1 All services performed by the CONSULTANT shall be reviewed and approved by the City's Utilities Director or authorized designee to determine acceptable completion of services.

5.2 Any and all equipment, materials, parts, and other components incorporated in the work or services performed pursuant to this Agreement shall be of the most suitable grade for the purpose intended. All work and/or services shall be performed in a skilled and workmanlike manner.

6. PRICE AND PAYMENT

6.1 The CITY shall pay the CONSULTANT a not to exceed amount of **\$120,000.00 (One Hundred Twenty Thousand Dollars)** for the completion of all services described within this Agreement and as outlined in Exhibit A, Scope of Services. This not to exceed amount shall include all costs or expenses incurred by the CONSULTANT in performance of its services under this Agreement and as outlined in Exhibit B, Fee Schedule.

6.2 The CONSULTANT shall submit an itemized invoice to ap@sandpointidaho.gov on a monthly basis of services performed under this Agreement which shall be paid no sooner than thirty (30) after receipt by the CITY.

7. TERM

The term of this Agreement is Three (3) years, commencing April 06, 2026 and terminating on April 05, 2029. The term of the Agreement is dependent upon City Council approval of continued program funding for Fiscal Years 2026/2027, 2027/2028, and 2028/2029.

8. TERMINATION

8.1 The CITY or CONSULTANT may terminate this Agreement for its sole convenience with ten (10) days' written notice. Upon termination, the CONSULTANT, and any subconsultants, shall immediately cease any and all work and surrender to the CITY any and all finished or unfinished documents, processes, programs, and any other supplies or materials, which shall immediately become the property of the CITY. As compensation in full for services performed to the date of such termination, the CONSULTANT shall receive an amount equal to the value of the work completed as of the termination date, as agreed upon and negotiated by both parties but in no event shall the amount payable upon termination exceed the total maximum compensation provided for in this Agreement.

8.2 Should the CITY determine that the CONSULTANT has failed to supply an adequate work force, to provide services of satisfactory quality, or has failed in any other respect to perform the services or any of its obligations under this Agreement, then the CITY shall give written notice to CONSULTANT, specifying all such defaults, to be remedied within ten (10) days from the date of such notice. If, after ten (10) days, the CONSULTANT has failed to implement appropriate corrective measures, the CITY may elect to terminate this Agreement.

8.2.1 In the event the CITY terminates this Agreement as provided for in this Section 8.2, the CONSULTANT and any subconsultants shall immediately cease any and all work and surrender to the CITY any and all finished or unfinished documents, processes, programs, and any other supplies or materials within fifteen (15) working days after notice of termination which shall immediately become the property of the CITY. As compensation in full for services performed to the date of such termination, the CONSULTANT shall receive an amount equal to the value of the work completed as of the termination date, as agreed upon and negotiated by both parties but in no event shall the amount payable upon termination exceed the total maximum compensation provided for in this Agreement.

8.2.2 In the event the CITY terminates this Agreement as provided for in Section 8.2, it may seek any other remedies available to it in law or equity arising out of the CONSULTANT'S failure to fully perform all of its obligations hereunder.

9. COMPLIANCE WITH LAW/VENUE

The CONSULTANT shall comply with all federal, state, and local laws governing performance of its obligations under this Agreement. The jurisdiction/venue for any action arising out of performance of this Agreement, or interpretation of its terms and conditions, shall be in the District Court in the First Judicial District of the State of Idaho, Bonner County.

10. NON DISCRIMINATION

10.1 The CITY, in accordance with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d to 2000d-4), and associated regulations, as well as Sandpoint City Code, hereby notifies the CONSULTANT and any subconsultant that it shall not discriminate against any applicant or employee on the grounds of race, color, national origin, or sex, sexual orientation, or gender identity/expression.

10.2 The CONSULTANT and any subconsultants shall, in all solicitation or advertisements for employees placed by them or on their behalf, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, sexual orientation, gender identity/expression, age or national origin.

11. SUPERSEDING AGREEMENT AND SEVERABILITY

This Agreement supersedes and replaces any pre-existing written or verbal agreements between these parties. If any provision of this Agreement is held to be unenforceable, such provision shall be excluded without affecting the remaining terms and provisions contained herein.

12. ATTORNEY FEES

Reasonable attorney fees and costs shall be awarded to the prevailing party in any action to enforce or interpret this Agreement, or to declare a termination or forfeiture thereof.

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In Witness Whereof, the parties hereto have caused this Agreement to be executed and attested by their respective officers or representatives thereunto duly authorized.

CITY OF SANDPOINT
1123 Lake Street
Sandpoint, Idaho 83864

INLAND FOREST MANAGEMENT, INC.
PO Box 1966
Sandpoint, Idaho 83864

_____			03/19/2026
Jeremy Grimm	Date	Garrett Kleiner	Date
CITY MAYOR		VICE-PRESIDENT	

**EXHIBIT A
SCOPE OF SERVICES**

Services performed by CONSULTANT under the terms of this Agreement include:

1. Provide professional advice and perform forestry services related to forest management as requested/required by the CITY, which includes but not limited to the following;
 - a. Forest management plan development;
 - b. Forest inventory;
 - c. Timber sale layout and administration;
 - d. Forest and road improvement project implementation;
 - e. Soil erosion control practices;
 - f. Forest road inventory; and
 - g. Hazardous fuel evaluation

2. Serve as an agent and supervisor for the CITY in timber harvesting up to and including:
 - a. Participate in the solicitation process as requested, including providing technical aspects of the harvest for the solicitation;
 - b. Assist as needed in contract preparation for timber sales;
 - c. Designate the cutting boundaries;
 - d. Estimate the harvest volume;
 - e. Designate timber to be harvested by appropriately marking that is consistent with industry best practices;
 - f. Lay out and/or approve roads and skid trails;
 - g. Conduct inspections of logging operations as required/requested to ensure the terms and conditions of any and all timber sale agreements are being adhered to by the purchaser, including the Idaho State Forest Practices Act and any and all additional industry recognized forestry and watershed best practices; and

3. Ensure all right of ways, easements, and servitude and servitude belonging to others are respected and protected.

**EXHIBIT B
FEE SCHEDULE**

Fee for services as described in Exhibit A, Scope of Services are as follows:

Fiscal Year April 2026 - September 30, 2026:

Sawlog Harvest:	\$38.00 per MBF, net scale
Cedar Utility Pole Harvest:	\$80.00 per MBF, net scale
Tonwood Harvest:	\$2.50 per ton
Daily Consultant Rate:	\$800.00 per day
Hourly Consultant Rate:	\$120.00 per hour

Fiscal Year October 01, 2026 – September 30, 2027:

Sawlog Harvest:	\$39.00 per MBF, net scale
Cedar Utility Pole Harvest:	\$81.00 per MBF, net scale
Tonwood Harvest:	\$2.50 per ton
Daily Consultant Rate:	\$825.00 per day
Hourly Consultant Rate:	\$125.00 per hour

Fiscal Year October 01, 2027 – September 30, 2028:

Sawlog Harvest:	\$40.00 per MBF, net scale
Cedar Utility Pole Harvest:	\$82.00 per MBF, net scale
Tonwood Harvest:	\$2.50 per ton
Daily Consultant Rate:	\$850.00 per day
Hourly Consultant Rate:	\$130.00 per hour

Fiscal Year October 01, 2028 – September 30, 2029

Sawlog Harvest:	\$41.00 per MBF, net scale
Cedar Utility Pole Harvest:	\$83.00 per MBF, net scale
Tonwood Harvest:	\$2.50 per ton
Daily Consultant Rate:	\$875.00 per day
Hourly Consultant Rate:	\$135.00 per day

Fees above include all costs and fees including mileage, field supplies, office expenses, etc.

Contract price not to exceed \$120,000.00 (One Hundred Twenty Thousand Dollars). CITY makes no guarantee entire Agreement Price will be expended during the term of this Agreement; and

CITY makes no guarantee of continued program funding in future fiscal years beyond FY 2026/2027, beginning October 01, 2026.






A26-3900-1 INLAND FOREST MANAGEMENT INC - FOREST MANAGEMENT SERVICES AGREEMENT

Final Audit Report

2026-03-19

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