

**INDIAN RIVER COUNTY IMPACT FEE  
UPDATE STUDY CONSULTANT CONTRACT**

**By and Between**

**INDIAN RIVER COUNTY  
And  
TINDALE-OLIVER AND ASSOCIATES, INC.**

THIS CONTRACT FOR THE INDIAN RIVER COUNTY IMPACT FEE UPDATE STUDY between Indian River County, hereafter referred to as “County”, and Tindale-Oliver and Associates, Inc., Impact Fee Study Consultant, hereafter referred to as “Consultant” is entered into this 26<sup>th</sup> day of March, 2019.

**I. Duration of the Contract**

This contract is valid from March 26, 2019 until January 1, 2020 unless canceled by either Consultant or County, after a 30 day written notice. Consultant shall commence work within seven (7) days after receiving the notice to proceed, unless notice to proceed indicates otherwise. The contract may be extended upon written approval by the County.

**II. Scope of Services**

Scope of Services is attached to this contract as Appendix “A”.

**III. Compensation Method (Fees)**

The professional services described in the Scope of Services, including all travel expenses and other direct expenses, will be provided for a total cost of \$149,529.00.

1. County shall pay to Consultant a mutually agreed upon lump sum professional fee for each activity as shown on Appendix “B” of this contract, to be paid in monthly installments as invoiced by Consultant. Each monthly invoice will document the work performed. Upon submittal of an invoice documenting the completion of all or a portion of one or more of the Tasks listed in the Scope of Services, the County Project Manager will determine if the Tasks or portions thereof have been satisfactorily completed. Upon a determination of satisfactory completion, the County Project Manager will authorize payment to be made for the Task, Tasks, or portions thereof. All payments for services shall be made to Consultant by County in accordance with the Local Government Prompt Payment Act (Florida Statutes §218.70 et seq.)
2. The County Project Manager shall have the sole right to reduce (or eliminate, in whole or in part) any portion of the services at any time and for any reason, upon written notice to Consultant specifying the nature and extent of the reduction. In such event, Consultant shall be fully compensated for the services already performed and also for the services remaining to be done and not reduced or eliminated.

3. The County Project Manager may, at any time and for any reason, direct Consultant to suspend services (in whole or in part) under this Agreement. Such direction shall be in writing, and shall specify the period during which services shall be stopped. Consultant shall resume its Services upon the date specified, or upon such other date as the County Project Manager may thereafter specify in writing. Where County has suspended the services under this Agreement for a period in excess of six (6) months, the compensation of Consultant for such suspended services may be subject to modification. The period during which the services are stopped by County shall be added to the time of performance of this Agreement; provided, however, that any stoppage of services not approved or caused by the actions or inactions of County shall not give rise to any claim against County by Consultant.
4. The County, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Accordingly, the County's performance and obligation to pay under this Agreement is contingent upon any annual appropriation by the Indian River County Board of County Commissioners.

#### **IV. Insurance and Indemnification**

1. Consultant shall not commence work on this Agreement until it has obtained all insurance required under this paragraph and such insurance has been approved by County's representative.
2. Consultant shall indemnify and hold harmless County, its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of Consultant and other persons employed or utilized by Consultant in the performance of this Agreement.
3. Consultant shall maintain during the term of this Agreement the following insurance:
  - A. Business Automobile Liability Insurance covering all owned, non-owned and hired vehicles with minimum limits of liability of \$500,000 per occurrence Combined Single Limit for bodily injury and property damage.
  - B. Commercial General Liability Insurance for premises/operations, products/completed operations, contractual liability, and independent contractors with a minimum combined single limit of \$500,000 per occurrence.
  - C. Worker's Compensation Insurance in compliance with Chapter 440, Florida Statutes, as presently written or hereinafter amended. The policy must include Employers Liability with a limit of \$100,000 for each accident, \$500,000 for disease (policy limit), and \$100,000 for disease (each employee).
4. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. All such insurers must have an A.M. Best rating of no less than A - VII.

5. Consultant shall furnish certificates of insurance to County prior to the commencement of operations, which certificates shall clearly indicate that Consultant has obtained insurance in the type, amount, and classification as required for strict compliance with this section and that no material change or cancellation of this insurance shall be effective without thirty (30) days prior written notice to the County.
6. Compliance with the foregoing requirements shall not relieve Consultant of its liability and obligations under this section or under any other portion of this Agreement.

## **V. Audit Rights**

County reserves the right to audit the records of Consultant related to this contract at any time during the execution of the work included herein and for a period of three years after final payment is made. Bills for fees or other compensation for services or expenses shall be submitted to County in detail sufficient for a proper pre-audit and post audit thereof.

## **VI. Other Requirements and Legal Notices**

### **• Debarment**

Consultant certifies that he has not been debarred from bidding, proposing, or contracting for federal, state, or local government programs or activities.

### **• Independent Contractor**

It is specifically understood and acknowledged by the parties hereto that Consultant or employees or subcontractors of Consultant are in no way to be considered employees of County, but are independent contractors performing solely under the terms of the Agreement and not otherwise.

### **• Assignment**

Consultant shall not assign this contract without the express written approval of County via executed amendment.

### **• Miscellaneous**

1. The terms of this Agreement may be modified upon the mutual agreement of Consultant and County as confirmed in writing.
2. It is mutually agreed between County and Consultant that this Agreement, including all attachments to it, constitutes an agreement, made in Florida, and that it shall be construed according to the laws of the State of Florida. Venue for any lawsuit brought by either party against the other party or otherwise arising out of this agreement shall be in Indian River County, Florida, or, in the event of federal jurisdiction, in the United States District Court for the Southern District of Florida.
3. All remedies provided in this Agreement shall be deemed cumulative and additional, and not

in lieu or exclusive of each other or of any other remedy available to either party, at law or in equity. If any legal action or other proceeding is brought for the enforcement of this Agreement or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Agreement, each party shall bear its own costs.

4. If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be held invalid or unenforceable for the remainder of this Agreement, then the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

- **Written Notices**

Any notice of cancellation of this contract shall be in writing and given by certified mail, return receipt requested, or in person with proof of delivery, to the addresses below, or such other address as either party shall have specified by written notice to the other party delivered in accordance herewith:

Consultant: Steve Tindale  
Tindale-Oliver & Associates, Inc.  
1000 North Ashley Drive  
Suite 400  
Tampa, FL 33602-3719

County: Stan Boling, AICP  
Community Development Director  
Indian River County  
1801 27<sup>th</sup> Street  
Vero Beach, FL 32960  
Fax #: (772) 978-1806  
Phone #: (772) 226-1253

- **Termination**

1. This Agreement may be terminated: 1) by County, for any reason, upon thirty (30) days prior written notice to Consultant; or 2) by Consultant, for any reason, following thirty (30) days prior written notice to County; or 3) by the mutual agreement of the parties; or 4) as may otherwise be provided below. In the event of the termination of this Agreement, any liability of one party to the other arising out of any Services rendered, or for any act or event occurring prior to the termination, shall not be terminated or released.
2. In the event of termination by County, County's sole obligation to Consultant shall be payment for those portions of satisfactorily completed performed work previously authorized. Such payment shall be determined on the basis of the hours of work performed by Consultant, or the percentage of work complete as estimated by Consultant and agreed upon by County up to the time of termination. In the event of such termination, County

may, without penalty or other obligation to Consultant, elect to employ other persons to perform the same or similar services.

3. The obligation to provide services under this Agreement may be terminated by either party upon seven (7) days prior written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.
4. In the event that Consultant merges with another company, becomes a subsidiary or makes any other substantial change in structure or in the following principals or project manager Steve Tindale, P.E., County reserves the right to terminate this Agreement in accordance with its terms.
5. In the event of termination of this Agreement, Consultant agrees to surrender any and all documents prepared by Consultant for County in connection with this Agreement, of which County shall have full ownership thereof. Consultant shall retain copies of such documents for record purposes.
6. In the event that this Agreement is terminated by either party prior to Consultant's satisfactory completion of all work as described in the Scope, the project will be deemed abandoned, and no compensation will be paid by County to Consultant for tasks or portions thereof not yet satisfactorily completed.
7. County may unilaterally cancel this Agreement for refusal by Consultant to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119 Florida Statutes and made or received by Consultant in conjunction with this Agreement.
8. County may terminate this Agreement in whole or in part if Consultant submits a false invoice to County.
9. County may terminate this Contract if Consultant is found to have submitted a false certification as provided under section 287.135(5), Florida Statutes, been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or been engaged in business operations in Cuba or Syria, as defined by section 287.135, Florida Statutes.
10. County may terminate this Contract if Consultant, including all wholly owned subsidiaries, majority-owned subsidiaries, and parent companies that exist for the purpose of making profit, is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel as set forth in section 215.4725, Florida Statutes.

## **VII. CCNA Warranty and Truth-in-Negotiation Certificate**

1. Consultant warrants that he has not employed or retained any company or person other than a bona fide employee working solely for Consultant to solicit or secure this Agreement and that he has not paid or agreed to pay any person, company, corporation, individual or firm other than a bonafide employee working solely for Consultant any fee, commission,

percentage, gift or other compensation, contingent upon or resulting from the award or making of this Agreement..

2. Execution of this Agreement by Consultant shall act as the execution of a truth-in-negotiation certificate certifying that the wage rates and costs used to determine the compensation provided for in this Agreement are accurate, complete and current as of the date of the Agreement and no higher than those charged Consultant's most favored customer for the same or substantially similar service. The wage rates and costs shall be adjusted to exclude any significant sums should County determine that the wage rates and costs were increased due to inaccurate, incomplete or noncurrent wage rates or due to inaccurate representations of fees paid to outside consultants, if any such outside consultants are used with the prior written approval of County. County shall exercise its rights under this "Certificate" within one (1) year following final payment. County has the authority and right to audit Consultant's records under this provision. County does not hereby waive any other right it may have pursuant to Florida Statutes section 287.055, as it may be from time-to-time amended.

#### **VIII. Responsibilities of the Consultant**

1. The services rendered by Consultant shall be commenced upon written notice from the County. Consultant agrees to complete the Project within the time frame specified in the Scope of Services.
2. Consultant shall not commence work under this contract until it receives a written Notice to Proceed from the County.
3. Consultant shall submit copies of all proposed changes to the project scope of services for review and approval by County before authorization of any contract change order. After said review and approval by County, changes shall not be effective unless in writing and properly executed by the parties.
4. Consultant, as a part of the consideration hereof, does hereby covenant and agree that: 1) in connection with the furnishing of services to County hereunder, no person shall be excluded from participation in, denied the benefits of, or otherwise subjected to discrimination in regard to the services to be performed by Consultant under this Agreement on the grounds of such person's race, color, creed, national origin, religion, physical disability, age or sex; and 2) Consultant shall comply with all existing requirements concerning discrimination imposed by any and all applicable local, state, and federal rules, regulations, or guidelines, as such rules, regulations, or guidelines may be from time to time amended.
5. Consultant shall designate a representative to keep County staff informed as to all aspects of the project work. The name and address of Consultant's designated representative is: Steve Tindale, 1000 North Ashley Drive, Suite 400, Tampa, FL 33602.
6. Consultant shall have all records and project work accessible for inspection and review by County at such time as is mutually agreeable to all parties.

7. Consultant shall keep and maintain financial, invoice, and employment records pertaining to the contractual obligation between County and Consultant for pre-audit and post-audit purposes for a period of three (3) years following the completion of all project work, or until all claims and audit findings involving the records have been received, whichever is later. County, or any of its duly authorized representatives shall have access to any books, documents, papers, and records of Consultant which are directly pertinent to this Agreement, for the purpose of making audit, examination, excerpts, and transcription.
8. Consultant shall forward all documentation as it pertains to the project to the designated County Project Manager. Name: Stan Boling Address: Indian River County, 1801 27<sup>th</sup> Street, Vero Beach, FL 32960.
9. It is understood and agreed that all documents, including reports and other data prepared or obtained by Consultant in connection with its services hereunder, shall be delivered to, and become the property of, County prior to final payment to Consultant.
10. In connection with professional services to be rendered pursuant to this contract, Consultant further agrees to:
  - A. Maintain an adequate staff of qualified personnel.
  - B. Ensure that plans meet all current federal, state and local laws, rules, or ordinances applicable to the work.
  - C. Cooperate fully with County in the scheduling and coordination of all phases of the work.
  - D. Cooperate and coordinate with other County consultants, as directed by County.
  - E. Report the status of the work to County upon request and hold pertinent data, calculations, field notes, records, sketches and other projects open to the inspection of County or its authorized agent at any time.
  - F. Interpret plans and other documents; correct errors and omissions and prepare any necessary plan revisions not involving a change in the scope of the work required, at no additional cost within thirty (30) calendar days of notice by County, or upon a determination of Consultant of the existence of such errors or omissions, whichever event shall first occur.
11. Consultant shall, during the entire term of this Contract, procure and keep in full force, effect, and good standing any and all necessary licenses, registrations, certificates, permits, and any and all other authorizations as are required by local, state, or federal law, in order for Consultant to render its services as described in this Agreement. Consultant shall also require all sub-consultants to comply with the provisions of this section.

#### **IX. Responsibilities of the County**

1. County shall provide Consultant access to appropriate records, documents, and other materials necessary to complete the project.

2. The County Project Manager shall represent County in all technical matters pertaining to the work and performance of this Contract, and his responsibilities shall include:
  - A. Examination of all reports, surveys, and other documents presented by Consultant and rendering, in writing, decisions pertaining thereto within a reasonable time so as not to materially delay the work of Consultant. For purposes of this contract, reasonable period of time will mean four (4) weeks from receipt of applicable material.
  - B. Transmission of instructions, receipt of information, interpretation and definition of County policies and decisions with regard to the work covered by this Contract.
  - C. Transmission of prompt written notice to Consultant whenever County observes or otherwise becomes aware of any defects or changes necessary in the project.

**X. Prohibited Interests**

No member, officer, or employee of County or of the member governments during his/her tenure or for two years thereafter shall have any interest, direct or indirect, in this Agreement or the proceeds thereof. This requirement also applies to any subcontract entered into by Consultant concerning this project.

**XI. Public Entity Crime Affidavit**

As provided by Florida Statute 287.133(2)(a), a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or a public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Florida Statute 287.017 for Category Two for a period of 36 months from the date of being placed on the convicted vendor list. Any person must notify the County within 30 days after a conviction of a public entity crime applicable to that person or to an affiliate of that person. By its execution hereof, CONSULTANT certifies that neither it nor an affiliate is on the convicted vendor list.

**XII. Entire Contract**

This Contract and its Attachments hereto embody the whole agreement of the parties, and there are no provisions, terms, conditions, or obligations other than those contained herein. This Contract shall supersede all previous communications, representations, or oral agreements between the parties, and no amendment hereto shall be effective unless reduced to writing and signed by the parties hereto.

**XII. Subcontracting**

Services assigned to sub-consultants must be approved in advance by County. The sub-consultants



must be qualified by County to perform all work assigned to them.

### **XIII. Public Records Compliance**

A. Indian River County is a public agency subject to Chapter 119, Florida Statutes. The Consultant shall comply with Florida's Public Records Law. Specifically, the Consultant shall:

(1) Keep and maintain public records required by the County to perform the service.

(2) Upon request from the County's Custodian of Public Records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 or as otherwise provided by law.

(3) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Consultant does not transfer the records to the County.

(4) Upon completion of the contract, transfer, at no cost, to the County all public records in possession of the Consultant or keep and maintain public records required by the County to perform the service. If the Consultant transfers all public records to the County upon completion of the contract, the Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Consultant keeps and maintains public records upon completion of the contract, the Consultant shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the Custodian of Public Records, in a format that is compatible with the information technology systems of the County.

**B. IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT 'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:**

**(772) 226-1424**

**[publicrecords@ircgov.com](mailto:publicrecords@ircgov.com)**

**Indian River County Office of the County Attorney**

**1801 27<sup>th</sup> Street**

**Vero Beach, FL 32960**

C. Failure of the Consultant to comply with these requirements shall be a material breach of this Agreement.

IN WITNESS OF THE FOREGOING, the parties have read this contract and attachments to it and have affixed their signatures, effective on the date first appearing above.

Consultant:

INDIAN RIVER COUNTY  
By its Board of County Commissioners

By \_\_\_\_\_

By \_\_\_\_\_  
Bob Solari, Chairman

Printed Name and Title

Date Approved by BCC: \_\_\_\_\_

Date \_\_\_\_\_

Witness:

Attest: Jeffrey R. Smith, Clerk of Court  
And Comptroller

By \_\_\_\_\_

By \_\_\_\_\_  
Deputy Clerk

Printed Name \_\_\_\_\_

Approved:

\_\_\_\_\_  
Jason E. Brown  
County Administrator

Approved as to form and legal  
sufficiency:

\_\_\_\_\_  
William K. DeBaal  
Deputy County Attorney



Tab K & L

## Project Approach & Project Schedule

This section of the proposal provides a brief background review, followed-up with project approach.

### BACKGROUND REVIEW/ UNDERSTANDING

Located on south central Florida’s eastern coast, Indian River County has a current population of 150,000. As shown in Figure 1 below, the County experienced an average annual growth rate of 2.5% between 2000 and 2008. Similar to many other communities, this growth rate decreased to 0.4% per year during the economic downturn between 2009 and 2015. Since then, the population growth rate reached 1.9% per year, reflecting the recent recovery. Most of this growth is occurring in unincorporated county while the five municipalities, located mostly in the coastal

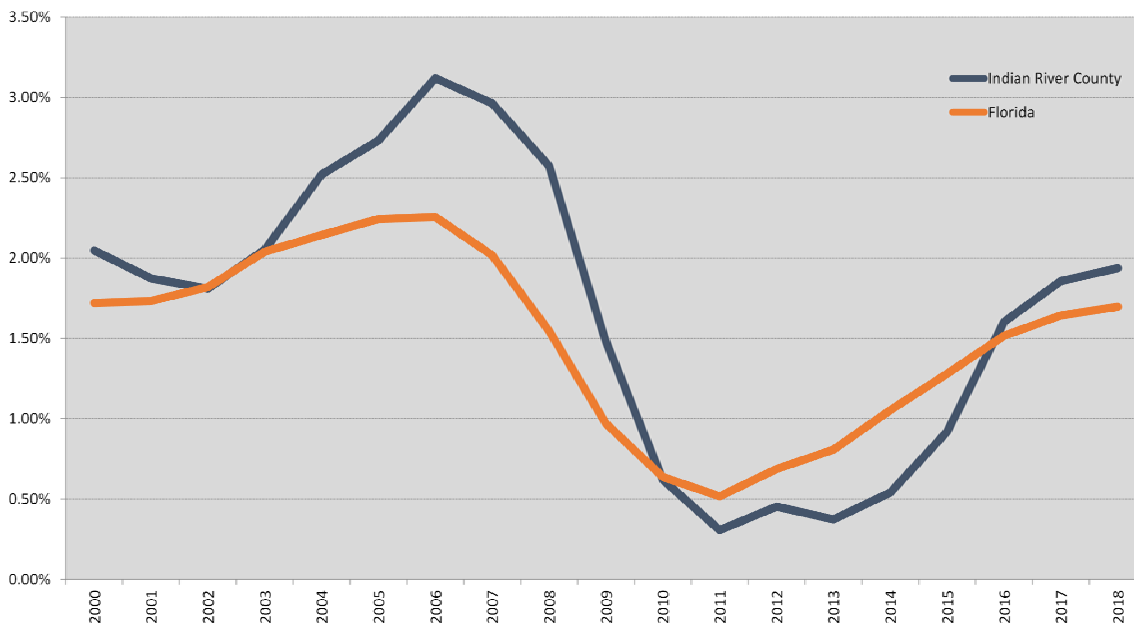
areas of the county, accommodate almost 35% of the population within 10% of the land area.

Similar to population growth trends, taxable value per capita in Indian River County increased at an average rate of 13% per year between 2000 and 2006. Between 2007 and 2013, the tax base per capita declined. Over the past five years, the tax base started to increase again. These fluctuations in property tax revenues, shown in Figure 2 on the next page, along with population growth make it important for local governments to use alternative revenue sources for government services.

To address the infrastructure costs associated with new growth, Indian River County instituted a countywide traffic impact fee program in 1986.

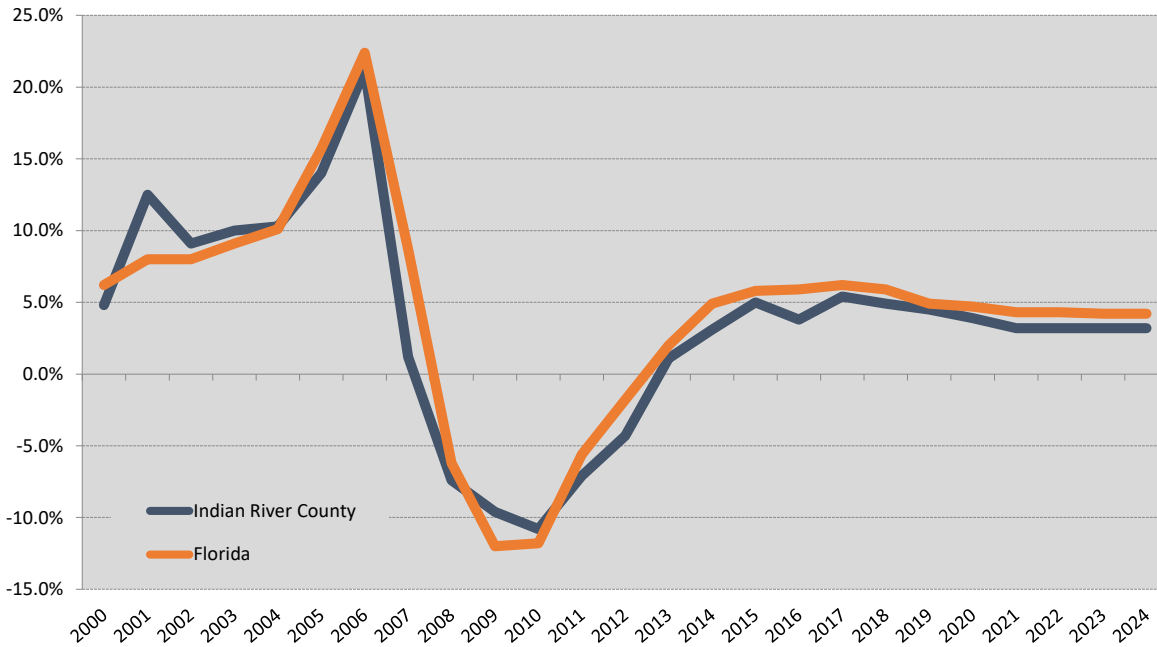
Due to the level of growth, the Board of County Commissioners (BCC) in 2005, approved impact

Figure 1: Annual Population Growth Rate (2000-2018: 3-yr Running Avg)



Source: BEBR, Volume 51, Bulletin 180, January 2018

**Figure 2: Taxable Value per Capita Growth Rate**



Source: Florida Property Valuations and Tax Databook

fees for eight additional service/facility categories. Subsequently, as part of the 2014 update, the BCC suspended three of these (correctional facilities, solid waste, and libraries). At this time, to comply with the Impact Fee Ordinance requirements and to reflect most recent data, the County is interested in updating the fees that are currently in place, including:

- > Traffic
- > Public Education Facilities
- > Fire/Emergency Services
- > Law Enforcement
- > Public Buildings
- > Parks

In addition, the study will include the update of the Affordable Growth Model based on a review of population growth trends and projections, and available revenue to buy down the fees.

**PROJECT APPROACH**

This scope of services to prepare an impact fee update study is organized into six major tasks that outline the analysis related to initial background review/data collection, technical analysis to update the fee for the six program areas, administrative fee update, update of the

transportation impact fee benefit districts, update of the Affordable Growth Model, a technical report and meetings/presentations. The work plan for each of the six major tasks is presented in the remainder of this section.

**SCOPE OF SERVICES**

**TASK 1: Data Collection and Analysis (Addresses Portions of Task 1 of the RFP Scope)**

Upon receipt of the Notice to Proceed, Tindale Oliver will coordinate with the County the collection of the specific studies, data, previous current policies and procedures, and other related information necessary to complete the study. Some of the data items that will be collected include:

- > Updated capital asset inventories for each service areas. Tindale Oliver will provide the 2014 files obtained during the previous study for the County staff to update. In the case of school impact fee, the inventory will be updated based on the most recent FISH report. Public education administrative, maintenance and fleet inventories will be based on those included in the 2014 study.

- > Indian River County MPO 2040 Cost Feasible Plan.
- > Actual costs of construction and right-of-way acquisitions for roadway projects completed over the past five year as well as on-going projects.
- > Recent construction project costs, recent bids, and land purchases/appraisals for each service area.
- > Non-impact fee funding sources and levels used for each infrastructure included in the study.

Tindale Oliver will facilitate a kickoff meeting with key County staff to review the data needs and data items received, identify and discuss major technical, legal, and policy issues; coordinate staff/Tindale Oliver responsibilities; and refine the project schedule as necessary. Some of the technical and policy issues that will be discussed include the following:

- > Role of impact fees in funding infrastructure in Indian River County and level of flexibility needed to meet the County's goals.
- > Affordable Growth methodology and changes in the County's growth levels.
- > Alternative funding available for each service area.
- > Establishment of needs in terms of future projects.
- > Realignment of benefit districts.
- > Any administrative or implementation related issues/concerns.

**TASK 2: Impact Fee Technical Analysis**  
**(Addresses Portions of Task 1 of the RFP Scope)**

This task addresses the update of the six impact fee program areas, which will reflect the capital costs of providing infrastructure in each program area in Indian River County. This work effort includes the update of the inventory of existing facilities; preparation of a demand component; a review of the construction, land, right-of-way, vehicle, equipment, and other related costs; and credits.

**Subtask 2.1 – Inventory of Existing and Planned Facilities**

As mentioned previously, the County will provide an updated inventory of the six infrastructure types within the County, as well as planned facilities.

The roadway inventory includes all non-local classified roadways in the county.

The fire/EMS and law enforcement facility inventories include stations and other buildings, vehicles, and equipment.

The public buildings inventory includes general government buildings and other support facilities.

The parks inventory includes park land and recreational facilities, such as baseball/softball fields, tennis courts, playgrounds, etc.

The public education facilities inventory will be obtained from the FISH report and includes school buildings, administrative and maintenance buildings, land, and white and yellow fleets.

A summary of capital asset inventory for each program area will be incorporated into the technical report.

**Subtask 2.2 – Level of Service Analysis**

Tindale Oliver will document the County's current, achieved level of service (LOS) and its adopted LOS in the Comprehensive Plan, as available. This will determine the appropriate LOS that can be used in the impact fee calculations. In addition, a comparison of County's achieved LOS and adopted LOS standard to those in other Florida counties will also be provided.

**Subtask 2.3 – Demand Component**

Tindale Oliver will calculate the demand component for each impact fee program area.

In the case of transportation, demand is measured in terms of vehicle miles of travel (VMT). Tindale Oliver has an extensive database that includes trip characteristics studies for over 40 land uses. The demand component will be updated based on secondary data sources, such as the latest ITE *Trip Generation Handbook*, Tindale Oliver's trip characteristics database, and any alternative studies that may have been conducted in Indian River County.

Parks and recreation impact fees typically are charged to residential land uses only, and demand is measured in terms of population per housing unit. This information will be obtained from the American Community Survey.

Consistent with the current adopted methodology, functional population will be used for law enforcement, fire/EMS, and public buildings impact fees. Functional population

measures the benefit to each land use based on the presence of people at that land use throughout the day. In other words, land uses are charged for the availability of these services based on full-time equivalent persons present at each land use throughout the day.

For public education facilities, demand is measured in terms of student generation rate. Tindale Oliver has developed a Geographic Information Systems (GIS)-based approach that ties student addresses to parcel addresses from the Property Appraiser's database. We used this approach in school impact fee studies for several counties, including Indian River County, which resulted in a more accurate and detailed demand component. The student generation rates will reflect the average number of public school students by type of school (elementary, middle, high) per housing unit and will be calculated for each type of dwelling unit (single-family, multi-family, mobile home, etc.).

Finally, as part of this task, land uses included in the County's impact fee schedules will be reviewed and discussed with the County to determine if certain changes are necessary.

This work effort will be documented in the technical report.

#### Subtask 2.5 – Cost Component

The cost component for each impact fee program area will be calculated to reflect the current cost of adding capacity in Indian River County. Cost elements reviewed will include design and engineering inspection, construction, right-of-way, bridge construction costs, roadway safety improvements, land purchase, vehicle/equipment purchase, and other related costs. Tindale Oliver will review the Capital Improvement Programs, Long Range Transportation Plan, the Capital Improvement Element of the Comprehensive Plan, the Indian River County School District Capital Improvement Plan and Master Plan, annual budgets/reports, recent bids, recently-completed local projects (past five years), recent land/ROW purchases or appraisals, and other relevant documents to identify capital service facility system improvement costs that may be considered in the calculation of the cost component of the impact fee formula for the County. **This information will be compared to and/or supplemented with Tindale Oliver's cost**

#### **databases that include information from other Florida jurisdictions.**

In the case of school impact fees, local cost estimates will be compared to the construction costs established by the Department of Education (DOE) to comply with the 2016 legislation requiring school districts to limit their spending on new construction to estimates prepared by DOE. Based on discussions with the School District and County staff input, the appropriate cost level will be used in the final calculations.

This work effort will be documented in the technical report.

#### Subtask 2.6 – Credit Component

Tindale Oliver will review historical and projected capital improvement funding sources and expenditures for land, construction, design and engineering inspection and other related costs in Indian River County. These may include the recently extended local option sales tax, fuel tax, ad valorem tax, grants, and other non-impact fee funding. Debt service for any bond proceeds used for capacity expansion projects will be reviewed and documented as appropriate. These calculations will reflect any recent and/or anticipated changes in how the capital assets are funded. This information will be used to prepare the credit component of the impact fee formula.

This work effort will be documented in the technical report.

#### Subtask 2.7 – Transportation Impact Fee Benefit Districts (Addresses Task 4 of the RFP scope)

Tindale Oliver will review existing three impact fee benefit districts and make recommendations regarding any boundary changes and/or reduction in the number of districts. The analysis will be based on a review of physical or man-made barriers, municipal boundaries, travel patterns in the county, revenue generation in each benefit district and other similar criteria. If desired by the County, as part of this analysis, Tindale Oliver will identify any regional roads that may be eligible for funding from all districts.

#### **TASK 3: Update of Affordable Growth Model (Addresses Task 2 of the RFP scope)**

As part of the 2014 update study, Tindale Oliver developed an affordable growth model for Indian River County. This model evaluates the available

funding sources and levels for capacity projects compared to projected growth levels and adjusts fees accordingly. This approach recognizes the new development's impact is moderated in more urbanized areas with a larger population and tax base and available infrastructure compared to more suburban/rural areas with high growth rate and limited tax base and infrastructure.

Based on the analysis outlined in Task 2 as well as projected population growth levels, this task will update the affordable growth model to assist the County in developing incentives to encourage the desired types of future development. Results of this task will be incorporated in the draft technical report.

**Task 4: Updated Fee Schedules and Technical Report**

**Subtask 4.1 – Updated Fee Schedules (Addresses Task 3.2 of the RFP Scope)**

Based on the analysis conducted in Tasks 1 through 3, an updated fee schedule will be developed for each service area. The fee schedules will reflect the preferred policy and other alternatives selected by the County, as appropriate.

**Subtask 4.2 – Administrative Review and Fee Update (Addresses Task 3.1 of the RFP Scope)**

Tindale Oliver will review the current procedures and other relevant information available from the County to estimate staff time associated with administering the existing impact fee program. Based on this information, the annual costs for administering the impact fee program will be estimated and an update of the administrative fees will be prepared. This update will comply with the state requirement of administrative costs not exceeding actual cost of administering the program.

Tindale Oliver will also review administration policies and procedures and make recommendations for improvements, if necessary.

**Subtask 4.3 – Technical Report (Addresses Task 5.2 of the RFP Scope)**

Results of Tasks 1 through 4.2 will be summarized in a draft technical report. The technical report will include all information, estimates, projections, and data analysis as well as any assumptions made and methodologies employed

to complete these tasks. Upon receipt of comments from the County, Tindale Oliver will make the necessary revisions to the draft report and prepare the final report, which will incorporate input from the County and other community groups and agencies as appropriate.

**TASK 5: Meetings and Presentations (Addresses Task 5.1 of the RFP Scope)**

As part of this study, the following meetings and presentations will be conducted:

- > Kickoff conference call meeting.
- > One conference call meeting with the County staff to review draft report findings and prepare for public meetings.
- > Three in-person meetings/workshops/public hearings for review and adoption of the impact fees. During these days, Tindale Oliver will also be available to meet with County staff separately.

For all presentations, Tindale Oliver will prepare user-friendly, easy-to-follow materials in PowerPoint and provide drafts to County staff for review prior to the each meeting/presentation. In addition to these formal meetings, Tindale Oliver will be in close contact with the County's Project Manager to ensure that the County is aware of the study's progress.

**TASK 6: Impact Fee Update Requirements and Provisions of Work (Addresses Task 6 of the RFP Scope)**

Tindale Oliver will complete the study in nine months from the issuance of the Notice to Proceed, provided that the County provides the necessary data and schedules public meetings in a timely manner. A preliminary schedule is provided on the next page, which can be adjusted to better meet the County's needs.

Tindale Oliver will submit written progress reports on a monthly basis describing the work performed on each task. In addition, on a monthly basis, we will submit one originally signed copy of an invoice package to the County's Project Manager.

## Indian River County Comprehensive Impact Fee Update Tindale Oliver Proposed Project Timeline

Task Description	Date
Receipt of Notice to Proceed	April 1, 2019
Submittal of the Data Needs Memo	April 4, 2019
Kick-off Conference Call	Week of April 8, 2019
Receipt of All Requested Data	April 10, 2019
Tasks 1 thru 4 Analyses	April - December, 2019
Submittal of Draft Technical Report	September 30, 2019
Draft Report Review Conference Call	Week of October 7, 2019
Submittal of Final Report	October 31, 2019
Public Meetings	October/November, 2019
Public Hearing	November/December, 2019

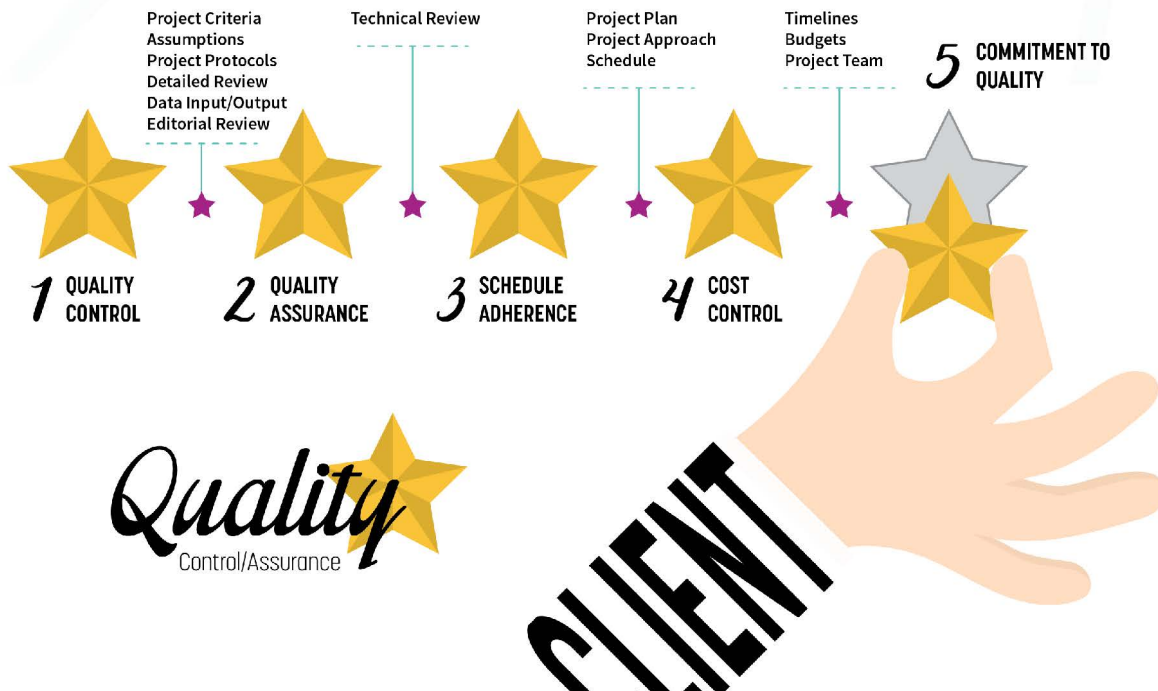
### QUALITY ASSURANCE/QUALITY CONTROL

The Tindale Oliver Team has a reputation for completing projects on time while meeting or exceeding the clients' expectation of quality. This is accomplished through the development of detailed tasks, time management practices, project staff meetings with assigned personnel, and regular communication with the client project manager.

To ensure that the study stays on schedule, the Tindale Oliver Team conducts weekly internal project meetings to communicate on the progress

of this project to ensure that we continue to meet the project schedule.

In terms of communicating with the County staff, in addition to the periodic meetings outlined under the Scope of Services, the Tindale Oliver Team will be in contact with the County staff on a regular basis through phone conferences regarding any questions about the data, progress of the study, and other related issues. In the past, Tindale Oliver has been consistently successful in keeping its clients informed of their study's progress.







*Tab M*  
**Cost Proposal**

**COST PROPOSAL**

As shown on the Proposal Pricing table below, the professional fees and expenses associated with the Indian River County Impact Fee Update are estimated at \$149,529 for the update of transportation, fire/emergency services, law enforcement, public buildings, parks, and public education facilities impact fees, which includes two conference calls and three in-person meetings.

This is a lump sum budget which includes all services and necessary travel, and the County will be invoiced monthly for the portion of the work completed.

A detailed breakdown of the budget is included on the following page. Tindale Oliver will be happy to respond to any questions from County staff to clarify our proposed cost and/or provide additional information as necessary.

**Indian River County Impact Fee Update  
Tindale Oliver Proposal Pricing Table**

Task 1	Data Collection and Analysis	\$98,549
Task 2	Methodology -- Update Affordable Growth Model	\$11,637
Task 3	Update Fee Schedule	\$12,995
Task 4	Transportation Impact Fee Benefit District	\$5,525
Task 5	Final Report	\$6,232
Task 6	Meetings & Presentations	\$14,591
	<b>Total</b>	<b>\$149,529</b>

## Indian River County Impact Fee Update Tindale Oliver Proposed Project Budget

SUB TASK #	SUBTASK DESCRIPTION	Project Director \$200.00	Project Manager \$160.00	Senior Eng/Pln \$135.00	Planner/ Engineer \$80.00	Sr Planning/ GIS Tech \$75.00	Admin/ Clerical \$72.00	TOTAL TASK HOURS	BURDENED COST/ TASK
<b>TASK 1</b>	<b>DATA COLLECTION AND REVIEW</b>	<b>3.0</b>	<b>6.0</b>	<b>4.0</b>	<b>1.0</b>	<b>0.0</b>	<b>1.0</b>	<b>15.0</b>	<b>\$2,252</b>
1.1	Send Data Request Memorandum	1.0	2.0	1.0			1.0	5.0	\$727
1.2	Review Background Materials & Data Received	2.0	4.0	3.0	1.0			10.0	\$1,525
<b>TASK 2</b>	<b>IMPACT FEE TECHNICAL ANALYSIS</b>	<b>61.0</b>	<b>153.0</b>	<b>323.0</b>	<b>216.0</b>	<b>51.0</b>	<b>6.0</b>	<b>810.0</b>	<b>\$101,822</b>
<b>2.A</b>	<b>UPDATE TRAFFIC IMPACT FEE</b>	<b>24.0</b>	<b>59.0</b>	<b>124.0</b>	<b>62.0</b>	<b>11.0</b>	<b>1.0</b>	<b>281.0</b>	<b>\$36,837</b>
2.A1	Inventory/LOS	3.0	10.0	18.0	14.0		1.0	46.0	\$5,822
2.A2	Cost Component	7.0	15.0	32.0	18.0	4.0		76.0	\$9,860
2.A3	Credit Component	4.0	12.0	34.0	18.0	3.0		71.0	\$8,975
2.A4	Demand Component	4.0	14.0	25.0	3.0			46.0	\$6,655
2.A5	Benefit District Analysis	6.0	8.0	15.0	9.0	4.0		42.0	\$5,525
<b>2.B</b>	<b>UPDATE EDUCATIONAL FACILITIES IMPACT FEE</b>	<b>13.0</b>	<b>39.0</b>	<b>85.0</b>	<b>47.0</b>	<b>29.0</b>	<b>1.0</b>	<b>214.0</b>	<b>\$26,322</b>
2.B1	Inventory	3.0	5.0	8.0	7.0	1.0	1.0	25.0	\$3,187
2.B2	Cost Component	4.0	12.0	22.0	15.0	3.0		56.0	\$7,115
2.B3	Credit Component	3.0	14.0	23.0	14.0			54.0	\$7,065
2.B4	Demand Component	3.0	8.0	32.0	11.0	25.0		79.0	\$8,955
<b>2.C</b>	<b>UPDATE PARKS IMPACT FEE</b>	<b>8.0</b>	<b>25.0</b>	<b>37.0</b>	<b>39.0</b>	<b>3.0</b>	<b>1.0</b>	<b>113.0</b>	<b>\$14,012</b>
2.C1	Inventory/LOS	2.0	6.0	11.0	8.0		1.0	28.0	\$3,557
2.C2	Cost Component	2.0	10.0	14.0	18.0	3.0		47.0	\$5,555
2.C3	Credit Component	2.0	6.0	7.0	9.0			24.0	\$3,025
2.C4	Demand Component	2.0	3.0	5.0	4.0			14.0	\$1,875
<b>2.D</b>	<b>UPDATE PUBLIC BUILDINGS IMPACT FEE</b>	<b>6.0</b>	<b>13.0</b>	<b>25.0</b>	<b>23.0</b>	<b>2.0</b>	<b>1.0</b>	<b>70.0</b>	<b>\$8,717</b>
2.D1	Inventory/LOS	2.0	4.0	5.0	6.0		1.0	18.0	\$2,267
2.D2	Cost Component	1.0	5.0	6.0	5.0	2.0		19.0	\$2,360
2.D3	Credit Component	2.0	2.0	8.0	5.0			17.0	\$2,200
2.D4	Demand Component	1.0	2.0	6.0	7.0			16.0	\$1,890
<b>2.E</b>	<b>UPDATE LAW ENFORCEMENT IMPACT FEE</b>	<b>5.0</b>	<b>8.0</b>	<b>25.0</b>	<b>22.0</b>	<b>3.0</b>	<b>1.0</b>	<b>64.0</b>	<b>\$7,712</b>
2.E1	Inventory/LOS	1.0	2.0	5.0	6.0	1.0	1.0	16.0	\$1,822
2.E2	Cost Component	1.0	2.0	6.0	5.0	2.0		16.0	\$1,880
2.E3	Credit Component	1.0	2.0	8.0	4.0			15.0	\$1,920
2.E4	Demand Component	2.0	2.0	6.0	7.0			17.0	\$2,090
<b>2.F</b>	<b>UPDATE FIRE/EMS FACILITY IMPACT FEE</b>	<b>5.0</b>	<b>9.0</b>	<b>27.0</b>	<b>23.0</b>	<b>3.0</b>	<b>1.0</b>	<b>68.0</b>	<b>\$8,222</b>
2.F1	Inventory/LOS	1.0	3.0	7.0	6.0	1.0	1.0	19.0	\$2,252
2.F2	Cost Component	2.0	2.0	6.0	6.0	2.0		18.0	\$2,160
2.F3	Credit Component	1.0	2.0	8.0	4.0			15.0	\$1,920
2.F4	Demand Component	1.0	2.0	6.0	7.0			16.0	\$1,890
<b>TASK 3</b>	<b>UPDATE OF AFFORDABLE GROWTH MODEL</b>	<b>10.0</b>	<b>18.0</b>	<b>31.0</b>	<b>20.0</b>	<b>12.0</b>	<b>1.0</b>	<b>92.0</b>	<b>\$11,637</b>
3.1	Affordable Growth Analysis	10.0	18.0	31.0	20.0	12.0	1.0	92.0	\$11,637
<b>TASK 4</b>	<b>FEE SCHEDULES &amp; TECHNICAL REPORT</b>	<b>16.0</b>	<b>34.0</b>	<b>55.0</b>	<b>33.0</b>	<b>6.0</b>	<b>1.0</b>	<b>145.0</b>	<b>\$19,227</b>
4.1	Fee Schedule Preparation	6.0	12.0	22.0	18.0			58.0	\$7,530
4.2	Administrative Cost Calculations	4.0	12.0	15.0	9.0			40.0	\$5,465
4.3	Prepare Draft and Final Reports	6.0	10.0	18.0	6.0	6.0	1.0	47.0	\$6,232
<b>TASK 6</b>	<b>MEETINGS AND PRESENTATIONS</b>	<b>31.0</b>	<b>39.0</b>	<b>9.0</b>	<b>9.0</b>	<b>0.0</b>	<b>3.0</b>	<b>91.0</b>	<b>\$14,591</b>
6.1	Kick-off Meeting (Conf Call)	3.0	3.0				1.0	7.0	\$1,152
6.2	One Conference Call to Present Draft Impact Fee Study Results	4.0	6.0	3.0	3.0		1.0	17.0	\$2,477
6.3	Three Additional Meetings	24.0	30.0	6.0	6.0		1.0	67.0	\$10,962
<b>TOTAL PROJECT BUDGET</b>		<b>121.0</b>	<b>250.0</b>	<b>422.0</b>	<b>279.0</b>	<b>69.0</b>	<b>12.0</b>	<b>1,153</b>	<b>\$149,529</b>