



COMPREHENSIVE COST OF SERVICES STUDY

CONSULTANT AGREEMENT

THIS AGREEMENT is made and entered into _____ by and between the **CITY OF BILLINGS, MONTANA**, a municipal corporation organized and existing under the laws of the State of Montana, P.O. Box 1178, Billings, Montana 59103, hereinafter referred to as "**CITY**," and **BAKER TILLY US, LLP**, of 30 East 7th Street, Suite 3025, St. Paul, MN 55101, hereinafter referred to as "**CONSULTANT**."

WITNESSETH:

WHEREAS, the **CITY** desires to hire **CONSULTANT** as an independent contractor to conduct a comprehensive cost of services study, more accurately described in the Scope of Work attached hereto as Exhibit "A" and by this reference made a part hereof.

WHEREAS, the **CITY** has authority to contract for such services, and;

WHEREAS, the **CONSULTANT** represents that he/she is fully qualified to perform such services personally and is in compliance with the Montana Statutes relating to the provisions of such services.

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained, the receipt and sufficiency whereof being hereby acknowledged, the parties hereto agree as follows:

1. **PURPOSE:** **CITY** agrees to hire **CONSULTANT** as an independent contractor to perform the services as described in the Scope of Work attached hereto as Exhibit "A" and by this reference made a part hereof. In performing these services, the **CONSULTANT** shall at all times comply with all federal, state and local statutes, rules and ordinances applicable. These services and all duties incidental or necessary therefore, shall be performed diligently and completely and in accordance with professional standards of conduct and performance.
2. **TERM:** This **AGREEMENT** is effective upon the date of its execution and will terminate on October 31, 2023. The parties may extend this **AGREEMENT**, by mutual concurrence, for thirty (30) days, in writing prior to its termination.

3. **PAYMENT:** In consideration of the services provided by the **CONSULTANT** under this **AGREEMENT**, the **CITY** agrees to pay **CONSULTANT** a price not to exceed \$162,900. Except as otherwise specified herein, the **CONSULTANT** shall invoice the **CITY** for all services rendered pursuant to this **AGREEMENT**, pursuant to the six (6) milestones outlined in Exhibit A – Anticipated project schedule. Such invoices shall specify the services provided to the **CITY** for the completed tasks and identify the applicable fees, and shall be accompanied by reasonable documentation or other reasonable explanations supporting such charges.

Except as otherwise specified herein, the **CITY** shall pay, net of applicable withholding tax, if any, the **CONSULTANT** for said invoice within thirty (30) days after receipt.

In the event scope of work issues arise, the **CONSULTANT** shall immediately discuss them with the Project Manager for the **CITY**. It is understood that the **CONSULTANT** will not perform any work that the **CITY** deems outside the scope prior to receiving written approval from the **CITY**, and at a rate agreed upon by both parties. Any payment for work not agreed upon by the **CITY** shall be denied.

The prices established in this **AGREEMENT** may be extended to other political subdivisions within the State of Montana solely at the **CONSULTANT'S** discretion.

4. **INCORPORATION BY REFERENCE:** All exhibits and addenda attached hereto, as well as any bid or proposal referenced, are hereby incorporated into this **AGREEMENT** and made a part hereof. If there is any conflict between such exhibits or addenda and the terms of this **AGREEMENT**, the terms of this **AGREEMENT** shall control.
5. **INDEPENDENT CONTRACTOR STATUS:** The parties agree that **CONSULTANT** is an independent contractor for purposes of this **AGREEMENT** and is not to be considered an employee of the **CITY** for any purpose. **CONSULTANT** is not subject to the terms and provisions of the **CITY's** personnel policies handbook and may not be considered a **CITY** employee for workers' compensation or any other purpose. **CONSULTANT** is not authorized to represent the **CITY** or otherwise bind the **CITY** in any dealings between **CONSULTANT** and any third parties.

6. **INDEMNITY:**

The **CONSULTANT** SHALL:

- A. Indemnify and hold **CITY**, its officers, agents and employees harmless from any and all losses, damage and liability to the extent caused by any intentional or negligent act on the part of **CONSULTANT** or its agents or employees.
- B. Not indemnify and hold the **CITY** harmless from claims, causes of action, lawsuits, damages, judgments, liabilities, and litigation costs and expenses or reasonable attorneys' fees and costs to the extent caused by the wrongful or negligent acts, error or omission of the **CITY** occurring during the course of or as a result of the performance of the **AGREEMENT**.
- C. Where claims, lawsuits or liability, including reasonable attorneys' fees and costs arise from any wrongful or negligent act of both the **CITY** and the **CONSULTANT**, the **CONSULTANT** shall indemnify and hold the **CITY** harmless from only that portion of claims, causes of action, lawsuits, damages, judgments, liabilities, and litigation costs and expenses including reasonable attorneys' fees and costs, to the extent caused by the **CONSULTANT'S** or any subcontractor's wrongful or negligent acts occurring as a result from the **CONSULTANT'S** performance pursuant to this **AGREEMENT**.

The **CITY** SHALL:

- A. Indemnify and hold **CONSULTANT**, its officers, agents and employees harmless from any and all losses, damage and liability to the extent caused by any intentional or negligent act on the part of **CITY** or its agents or employees.
- B. Not indemnify and hold the **CONSULTANT** harmless from claims, causes of action, lawsuits, damages, judgments, liabilities, and litigation costs and expenses or reasonable attorneys' fees and costs to the extent caused by the wrongful or negligent acts, error or omission of the **CONSULTANT** occurring during the course of or as a result of the performance of the **AGREEMENT**.
- C. Where claims, lawsuits or liability, including reasonable attorneys' fees and costs arise from any wrongful or negligent act of both the **CONSULTANT** and the **CITY**, the **CITY** shall indemnify and hold the **CONSULTANT** harmless from only that portion of claims, causes of action, lawsuits, damages, judgments, liabilities, and litigation costs and expenses including attorneys' fees and costs, to the extent caused by the **CITY'S** or any subcontractor's wrongful or negligent acts occurring as a result from the **CITY'S** performance pursuant to this **AGREEMENT**.

7. **INSURANCE:**

- A. The **CONSULTANT** shall maintain in good standing the insurance described in this Section. Before rendering any services under this **AGREEMENT**, the **CONSULTANT** shall furnish the **CITY** with proof of insurance in accordance with this Section.

The **CONSULTANT** shall provide the following insurance:

1. Workers' compensation and employer's liability coverage as required by Montana law.
2. Commercial general liability, including contractual liability assumed under an insured agreement and personal injury coverage's -- \$750,000 per claim and \$1,500,000 per occurrence.
3. Automobile liability -- \$1,500,000 per accident.
4. Professional liability in the amount of \$1,500,000 per claim.

Each policy of insurance required by this Section shall provide for no less than 30 days' advance written notice to the **CITY** prior to cancellation.

The **CITY** shall be listed as an additional insured on all policies except Professional Liability and Worker's Compensation Policies.

CONSULTANT shall comply with the applicable requirements of the Workers' Compensation Act, Title 39, Chapter 71, MCA, and the Occupational Disease Act of Montana, Title 39, Chapter 71, MCA.

CONSULTANT shall maintain workers' compensation insurance coverage for all members and employees of **CONSULTANT's** business, except for those members who are exempted as independent contractors under the provisions of §39-71-401, MCA.

CONSULTANT shall furnish **CITY** with copies showing one of the following: **(1)** proof of registration as a registered contractor under Title 39, Chapter 9, MCA; **(2)** a binder for workers' compensation coverage by an insurer licensed and authorized to provide workers' compensation insurance in the State of Montana; or **(3)** proof of exemption from workers' compensation granted by law for independent contractors.

8. **AGREEMENTS OF CONSULTANT:** As an inducement to the execution of this **AGREEMENT** by the **CITY** and in consideration of the agreements to be performed by the **CITY**, the **CONSULTANT** agrees that:

- A. Qualifications

The **CONSULTANT** is qualified to perform the services to be furnished under this **AGREEMENT** and is permitted by law to perform such services, and all personnel engaged in the work shall be qualified and so permitted to do the work they perform.

B. Solicitation of Agreement

The **CONSULTANT** has not employed any person to solicit this **AGREEMENT** and has not made, and will not make, any payment or any agreement for the payment of any commission, percentage, brokerage, contingent fee, or other compensation in connection with the procurement of this **AGREEMENT**.

C. Facilities and Personnel

The **CONSULTANT** has and will continue to have proper facilities and personnel to perform the services and work agreed to be performed.

D. Subcontracting

None of the work or services covered by this **AGREEMENT** shall be subcontracted without the prior approval of the **CITY**.

E. Affidavits of Compliance

The **CONSULTANT** will, if requested by the **CITY**, furnish the **CITY** affidavits certifying compliance with the provisions of this Section.

9. **AGREEMENTS OF CITY:**

- A. To furnish all labor, materials, equipment, supplies, and incidentals necessary to conduct and complete the **CITY'S** portion of the project as designated in the scope of work.
- B. Name a Project Manager who shall be the liaison between the **CONSULTANT** and the **CITY**. For this project, the Project Manager for **CONSULTANT** designated is Andy Zoeller, and the Project Manager for the **CITY** designated is Andy Belknap.

10. **NONDISCRIMINATION:**

- A. **CONSULTANT** shall, in performance of work under this **AGREEMENT**, fully comply with all applicable federal, state, or local laws, rules, regulations, and executive orders including but not limited to, the Montana Human Rights Act, the Equal Pay Act of 1963, the Civil Rights Act of

1964, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973.

CONSULTANT is the employer for the purpose of providing healthcare benefits and paying any applicable penalties, fees and taxes under the Patient Protection and Affordable Care Act [P.L. 111-148, 124 Stat. 119]. Any subletting or subcontracting by **CONSULTANT** subjects subcontractors to the same provisions. In accordance with 49-3-207, MCA, and Executive Order No. 04-2016. **CONSULTANT** agrees that the hiring of persons to perform this Contract will be made on the basis of merit and qualifications and there will be no discrimination based on race, color, sex, pregnancy, childbirth or medical conditions related to pregnancy or childbirth, political or religious affiliation or ideas, culture, creed, social origin or condition, genetic information, sexual orientation, gender identity or expression, national origin, ancestry, age, disability, military service or veteran status, or marital status by the persons performing this **AGREEMENT**.

- B. The **CONSULTANT** shall state, in all solicitations or advertisements for employees to work on jobs, that all qualified applicants will receive equal consideration for employment without regard to race, color, religion, national origin, ancestry, age, sex or marital status, or mental or physical impairment/disability.

The **CONSULTANT** and subcontractor shall abide by the requirements of 41 CFR 60-300.5(a) and 41 CFR 60-741.5(a), which prohibit discrimination against qualified protected veterans and/or qualified individuals on the basis of disability, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans and individuals with disabilities.

The **CONSULTANT** and any **SUBCONSULTANT** shall abide by the requirements of 41 CFR 60-1.4, which states employees or applicants may not be discharged or in any other manner discriminated against because they have inquired about, discussed, or disclosed their own pay or the pay of another employee or applicant. However, employees who have access to the compensation information of other employees or applicants as a part of their essential job functions cannot disclose the pay of other employees or applicants to individuals who do not otherwise have access to compensation information, unless the disclosure is (a) in response to a formal complaint or charge, (b) in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or (c) consistent with the **CONSULTANT'S** legal duty to furnish information.

- C. The **CONSULTANT** shall comply with any and all reporting requirements that may apply to it that the **CITY** may establish by regulation.
 - D. The **CONSULTANT** shall comply with all applicable federal, state, and **CITY** laws concerning the prohibition of discrimination.
 - E. The **CONSULTANT** shall include the provisions of Subsections A through D of this Section in every subcontract or purchase order under this **AGREEMENT**, so as to be binding upon every such subcontractor or vendor of the **CONSULTANT** under this **AGREEMENT**.
 - F. The **CONSULTANT** agrees to post, in conspicuous places available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.
11. **PERMITS, LAWS, AND TAXES:** The **CONSULTANT** shall acquire and maintain in good standing all permits, licenses and other entitlements necessary to its performance under this **AGREEMENT**. All actions taken by the **CONSULTANT** under this **AGREEMENT** shall comply with all applicable statutes, ordinances, rules and regulations. The **CONSULTANT** shall pay all taxes pertaining to its performance under this **AGREEMENT**.
12. **NONWAIVER:** The failure of either party at any time to enforce a provision of this **AGREEMENT** shall in no way constitute a waiver of the provision, nor in any way affect the validity of this **AGREEMENT** or any part hereof, or the right of such party thereafter to enforce each and every provision hereof.
13. **CONFLICT OF INTEREST:** **CONSULTANT** shall exercise reasonable care and diligence to prevent any actions or conditions which could result in a conflict with **CITY'S** interest. During the term of this **AGREEMENT**, **CONSULTANT** shall not accept any employment or engage in any consulting work which creates a conflict of interest with **CITY** or in any way compromises the services to be performed under this **AGREEMENT**. **CONSULTANT** shall immediately notify **CITY** of any and all violations of this Section upon becoming aware of such violation.
14. **SUCCESSORS AND ASSIGNS:** This **AGREEMENT** and all of the covenants hereof shall inure to the benefit of and be binding upon the **CITY** and the **CONSULTANT** respectively and his partners, successors, assigns, and legal representatives. Neither the **CITY** nor the **CONSULTANT** shall have the right to assign, transfer, or sublet his interest or obligations hereunder without written consent of the other party.

15. **CHANGES IN WORK:** Any change in the scope of **CONSULTANT'S** services as stated in this **AGREEMENT** for whatever reason, will be negotiated between the **CITY** and the **CONSULTANT** and an amendment to this **AGREEMENT** will be issued with the appropriate change of services and **AGREEMENT** fee noted.
16. **LEGAL RELATIONS:** The **CONSULTANT** shall comply with all Federal, State, and local laws and ordinances applicable to the work to be done.
17. **TERMINATION OF AGREEMENT:** The right is reserved by the **CITY** to terminate this **AGREEMENT** at any time upon not less than thirty (30) days written notice to the **CONSULTANT**.

In the event the **CITY** terminates this **AGREEMENT**, the **CONSULTANT** shall be paid for the amount of work performed or services rendered to date of termination per the **AGREEMENT** fee.

18. **ENDORSEMENTS:** The **CONSULTANT** shall furnish signatures, statements, or other suitable means to signify responsible endorsement of work on all reports furnished by him.
19. **OWNERSHIP OF DOCUMENTS:** All information relating to the project and prepared under the terms of this **AGREEMENT**, including reports, data, recommendations, exhibits, analyses, and plans shall be deemed the property of the **CITY**. Reproducibles of all notes, reports, and plans shall be made available at the **CITY'S** request.
20. **PUBLIC INFORMATION:** The **CONSULTANT** shall not issue any statements, releases, or information for public dissemination without prior written approval of the **CITY**. All materials related to this **AGREEMENT** and services provided are considered public records under Article II, Section 9 of the Montana Constitution and §§ 2-6-102 and 7-1-4144, MCA and may be distributed by written request pursuant to Montana's Constitutional Right to Know or Public Records Acts.
21. **PROPRIETARY RIGHTS:** If patentable discoveries or inventions should result from work required herein, all rights accruing from such discoveries or inventions shall be the property of the **CITY**.
22. **RECORDS:** The **CONSULTANT** shall maintain accounting records and other evidence pertaining to the cost incurred and to make the records available at all times during the **AGREEMENT** term and for three (3) years from the date of final payment. Such accounting records and other evidence pertaining to the cost incurred will be made available for inspections authorized by the **CITY** and copies thereof shall be furnished if requested.



- 23. **ATTORNEY’S FEES AND COSTS:** That in the event it becomes necessary for either Party to this **AGREEMENT** to retain an attorney to enforce any of the terms or conditions of the **AGREEMENT** or to give any notice required herein, then the prevailing Party or the Party giving notice shall be entitled to reasonable attorney’s fees and costs.
- 24. **LITIGATION LOCATION:** The parties agree that this **AGREEMENT** shall be governed in all respects by the laws of the state of Montana, and the parties expressly agree that venue shall be in the Montana Thirteenth Judicial District County for Yellowstone County and there shall be no other venue for resolution of disputes arising from the **AGREEMENT** or the performance of its terms.
- 25. **MODIFICATION AND AMENDMENTS:** That any amendment or modification of this **AGREEMENT** or any provisions herein shall be made in writing and executed in the same manner as this original document and shall after execution become a part of this **AGREEMENT**.

IN WITNESS WHEREOF, the parties hereto have executed this instrument the day and year first above written.

CITY OF BILLINGS, MONTANA

BAKER TILLY US, LLP

WILLIAM A. COLE, MAYOR

SIGNATURE

PRINT NAME

APPROVED AS TO FORM:

PRINT TITLE

CITY ATTORNEY’S OFFICE

ATTEST:

DENISE BOHLMAN, CITY CLERK

EXHIBIT A

PROJECT APPROACH

CONSULTANT will create a development cost of services or impact study for the assumed planning period(s) that will project the likely fiscal impacts associated with the projected growth and development of the **CITY** for the assumed planning period(s).

The projected fiscal impacts will include the cost of providing services (police, fire, street infrastructure, public parks and public transit) and maintenance of infrastructure in already developed areas of the **CITY** and in areas of the **CITY** that will be developed over the planning period and the cost of constructing capital facilities to support the anticipated growth and development. A secondary focus will be library and recreation services.

The assumed planning period(s) impact will incorporate the following elements:

- Infrastructure to accommodate future development;
- Generally when new infrastructure will need to be in place to accommodate development;
- Identification of the annual costs of growth in the community;
- Identification of additional staffing levels needed to maintain current service levels and to maintain existing and additional infrastructure as it is built out; and,
- Identification of projected **CITY** property tax revenues and other revenues and benefits based on the proposed land uses and density ranges/types? (residential, single and multi-family and commercial including industrial, office and retail).

The **CITY** will receive a cost of services study for the assumed planning period(s) that will address all of these elements. **CONSULTANT** will be provided data relative to the land use, infrastructure, and other data needed for the fiscal impacts resulting from growth and development. This process follows.

A. Task I - Gather and Review Background Information

1. Review background information and study assumptions for the:
 - a) **CITY's** historical financial performance and trends for the past three years for the included funds:
 - Revenues from all sources

- Expenditures
 - Staffing levels
 - Levels of service and performance measures
 - Capital improvements and the funding sources used for the improvements
 - Housing unit development
 - Population and demographics
 - Tax base
- b) **CITY's** capital improvement planning process, growth assumptions and anticipated future capital improvement needs.
- c) **CITY's** current Capital Improvement Plan, including anticipated funding sources and other policies for financing capital improvements.
- d) Relevant **CITY** policies in finance, planning and development, service provision and capital infrastructure investment.
- e) Existing land uses in the **CITY** and in the areas to be developed, and proposed land uses over the planning period under current zoning.
- f) Performance measurement information, service demand information, service level standards, and established efficiency targets/response time targets.
- g) Base-line **CITY** information related to the provision of services including, but not limited to, miles of streets maintained, miles of sanitary and storm sewer mains, annual police and fire calls, development approval, building permitting and inspection, parks and recreation acreage, etc to include X density and or development types (light industrial, big box and strip commercial, mixed use commercial, high, medium and low residential density.
- h) Current capacity of the **CITY** infrastructure identifying any existing deficiencies and/or excess capacity.
- i) Current staffing levels in all departments and discuss anticipated additional staffing needs and increased operating costs resulting from development with department directors.
- j) **CITY's** current and projected service capacity and identify existing excess or deficiency capacity.
- k) Anticipated rate and type of growth and development in the **CITY**

through the assumed planning period(s).

- l) Any previous studies related to growth and development in the **CITY**.
2. Work with the **CITY**'s engineering department to develop the need and timing of capital infrastructure replacement.
3. Meet with the **CITY** to discuss preliminary findings, issues and trends.

B. Task II - Develop base-line parameters

1. Develop the anticipated development of the **CITY** through the assumed planning period(s).
 - a) Project annual residential and commercial growth and development based on current and historical trends in the **CITY** over an assumed time horizon(s).
 - b) Work with the **CITY**'s engineering department to identify the need and timing of infrastructure to accommodate the anticipated development on a macro-level basis.
 - c) Work with the **CITY**'s engineering department to develop the need and timing of capital infrastructure replacement associated with providing services to current residents and businesses on a macro level.
2. Develop the cost of providing services to anticipated **CITY** residents and businesses.
 - a) Analyze current **CITY** operating revenues by source to determine the amount likely to be generated by new residents and new employment through the assumed planning period(s) using the development types and densities evaluated in Task 1, Part 1 (g).
 - b) Analyze **CITY** operating expenditures by major category to determine the likely cost of providing services to support new residents and new employment through the assumed planning period(s) by working with relevant **CITY** departments.

C. Task III - Develop initial the assumed planning period(s) analysis

1. Develop the assumed planning period(s) impacts based on the **CITY**'s current land use plan and zoning, including financial, operational, and capital costs associated with the projected development, including:
 - a) All main infrastructure that must be in place to accommodate future development and to maintain services in the already developed areas of the **CITY**.
 - b) When main infrastructure will need to be in place to accommodate

- development and to maintain services in the already developed areas of the **CITY** over time frame to the assumed planning period(s).
- c) The annual costs of growth on the community inclusive of all demands for infrastructure, service, etc.
 - d) Additional staffing needed to maintain current service levels throughout the **CITY** through the assumed planning period(s).
 - e) Identify the projected **CITY** property tax revenue and other revenues based on the proposed mix of land uses over the planning period(s).
 - f) Identify other appropriate benefits, including the multiplier or spin-off economic benefits resulting from new commercial development.
2. Analyze current **CITY** operating revenues by source for the funds included to project the amount likely to be generated by new residents and new employment resulting from growth and development.
 3. Analyze **CITY** operating expenditures by major category to project the likely cost of providing services for the funds included to support new residents and new employment resulting from development.
 4. Develop an assumed planning period(s) impact model based in Microsoft® Excel that will enable the projection of the fiscal impacts likely to result from the anticipated development of the **CITY** over the planning period for those funds included in the cost of services model. The model will define up to eight distinct geographical areas within the **CITY**, allowing for the projected impacts for each area.
 5. These projections will include the following:
 - a) Annual residential and commercial growth and development based on data provided for the anticipated future development.
 - b) Cost of infrastructure needed to accommodate the anticipated development paid for from the included funds. For example:
 - Collector/arterial streets
 - Parks and open spaces
 - Recreational facilities
 - Library facilities
 - Police facilities
 - Fire/emergency medical services facilities
 - Administrative facilities

- Public works facilities
 - Parking facilities
6. Cost of capital infrastructure replacement associated with providing services to the current residents and businesses paid for from the funds included in this study.
 7. Cost of providing services to anticipated **CITY** residents and businesses from the funds included in this study.
 8. Additional staffing and other costs needed to maintain current service levels throughout the **CITY** over the planning period.
 9. Projected **CITY** property tax revenue based on the proposed mix of land uses over the planning period.
 - a) The following funds will be included in the analysis:
 - General fund
 - Public safety fund
 - Airport fund
 - Parking fund
 - Capital replacement funds
 - Special revenue funds
 - Debt service funds
 - Capital construction funds
 - Enterprise funds (excepting water, wastewater, solid waste and storm sewer)
 - Internal service funds

D. Task IV — Develop the assumed planning period(s) impacts⁹⁶

1. Using the cost of service impact model, **CONSULTANT** will project the likely fiscal impacts to be incurred for up to three development scenarios.
 - a) Identify the mix of residential (single family, multi-family) and commercial (industrial, office, retail) by type that is needed to offset the cost of providing services and maintaining infrastructure.
 - b) The model will be capable of varying the amount of different types of development to optimize **CITY** services and revenue impacts.
2. Meet with the **CITY** to discuss and review the identified mix of land uses needed to offset the cost of providing services and maintaining the infrastructure.

- a) Identify potential changes in the mix and types of development that would be acceptable considering:
 - Potential revenue generation
 - Cost of providing services
 - Associated capital costs for infrastructure
 - Resulting operating cost impacts
3. Develop the estimates of impacts based on each alternative for the various growth scenarios using a macro approach, including:
 - a) Work with the **CITY**'s engineering department to identify all main infrastructure that must be in place to accommodate future development and to maintain services in the already developed areas of the **CITY** on a macro basis.
 - b) When main infrastructure will need to be in place to accommodate development and to maintain services in the already developed areas of the **CITY** over the appropriate time frame.
 - c) The annual costs of growth on the community inclusive of all demands for infrastructure, service, etc.
 - d) Additional staffing needed to maintain current service levels throughout the **CITY** over the course of the assumed planning period(s).
 - e) Projected **CITY** property tax revenue based on the proposed mix of land uses for the **CITY** under the various growth assumptions.
 - f) Identify other appropriate benefits, including the multiplier or spin-off economic benefits resulting from new commercial development.
4. **CONSULTANT** will meet with the **CITY** to present and review the preliminary the assumed planning period(s) analysis for each alternative scenario.
5. Based on discussion and review of the preliminary the assumed planning period(s) analysis, **CONSULTANT** will make modifications or changes, incorporating the **CITY**'s comments into the final the assumed planning period(s) analyses, as appropriate.

E. Task V - Develop Benchmarking Comparisons

1. Work with the **CITY** to develop a list of similar organizations within the State of Montana and the United States based on objective criteria such as population, service area, relevant demographics and other factors.
 - a) Using cost of service parameters used in Billings consult publicly

available budget and financial documents to identify cost of service in comparable organizations.

- b) Document any cost or service advantages in comparable organizations.
 - c) Determine the source of any cost or service advantages and if approach may be replicated in Billings.
 - d) Quantify, if possible, likely cost savings or service improvements for Billings and articulate transition challenges to obtain the cost savings and / or service improvements.
2. Develop a written summary of benchmarking findings and how they could be applied to service delivery in Billings.

F. Task VI - Present and review draft report of findings

1. **CONSULTANT** will prepare a Draft Report of Findings containing analysis and findings. This review document will form the core of the final report. **CONSULTANT** will provide a copy of the report in PDF format to the **CITY** for their review and comment.
2. **CONSULTANT** will meet with the **CITY** to review and discuss the Draft Report in a workshop session.
3. Based on discussion and review, **CONSULTANT** will modify the Draft Report incorporating the **CITY's** comments into the Final Report as appropriate.

G. Task VII - — Prepare and present final report

1. **CONSULTANT** will meet with the **CITY** in a workshop session to present the Final Report.
2. **CONSULTANT** will provide the **CITY** with a copy of the Final Report in PDF format.

H. Outcomes: **CONSULTANT** will deliver the following:

1. A brief summary (Executive Summary) of the study's key findings and recommendations.
2. An overview of the methodology used, the data sources, and any limitations of the study. Where possible, **CONSULTANT** will provide recommendations for cost savings or service improvements.
3. Detailed cost models for each service that was evaluated in the study. These models will include an analysis of the cost components, such as

labor, materials, and capital. The cost models will be well documented and easy to understand. Additionally, an integrated dashboard will provide graphs, charts, and other visual representations of the data that was collected as a part of the study, to easily communicate the findings of the study.

4. A comparison of the **CITY** of Billings cost of services with other similar organizations or industry benchmarks. This analysis will help identify areas where the local government may be able to improve its cost efficiency and / or improve service levels.
- I. **Completion dates:** **CONSULTANT** will complete the work as described in this work plan within 12 – 16 weeks of receiving the notice to proceed, provided that the **CITY** staff is available to meet as needed to keep the project on schedule, and that requested data is provided timely.
 - J. **Quality control processes:** **CONSULTANT** will follow project and quality management methodologies, inclusive of interim quality review and deliverable acceptance throughout the project phases. **CONSULTANT** has established the milestones below during which acceptance is gained from the Core Team prior to moving on to the next phase of the project.

ACTIVITY	2023				
	JUN	JUL	AUG	SEP	OCT
Task I— Gather and review background information					
Task II— Develop base-line parameters					
Task III— Develop initial the assumed planning period(s) analysis					
Task IV— Develop the assumed planning period(s) impacts					
Task V— Present and review draft report of findings					
Task VI— Prepare and present final report					