

**BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY**

Meeting Date: May 16, 2007

Division: Engineering

Bulk Item: Yes No

Department: Wastewater

Staff Contact Person/Phone #: Elizabeth Wood/292-4525

AGENDA ITEM WORDING: Approval to execute the professional services agreement with Government Services Group (GSG) to collect the connection fees for Big Coppitt and Duck Key by the tax bill method.

ITEM BACKGROUND: The grant agreement with DEP for the Big Coppitt project must be amended as soon as possible to require a 50% match from sales tax revenue toward the collection and transmission system rather than a 60% match for the entire project. This amendment requires the construction loan secured by non-ad valorem connection fees to be in place for the treatment plant. Since the grant agreement must be amended as soon as possible, a public emergency exists that will not permit the delay associated with competitive solicitation.

In addition, several milestones must be met in order to collect the connection fees using the uniform method or tax bill method of collection. The final assessment roll must be adopted by September 15, 2007. It is necessary to contract for two service areas. The contract for Big Coppitt and Duck Key less Indies Island areas combined exceeds \$25K and requires Board approval. The professional fees will be initially paid by MSTU revenue, but will be recovered in the annual assessment.

PREVIOUS RELEVANT BOCC ACTION: At the January 25, 2006 Special Meeting, approval was granted to levy a \$4500 per EDU connection fee for those properties designated Tier III in the Duck Key and Big Coppitt Key through Little Torch Key sewer service areas. At the April 19, 2006 BOCC Meeting, the BOCC granted approval to accept GSG's proposal to provide special assessment services by number of parcels within each project area.

CONTRACT/AGREEMENT CHANGES: N/A

STAFF RECOMMENDATIONS:

Approval.

TOTAL COST: \$40K

BUDGETED: Yes No

COST TO COUNTY: \$40K

SOURCE OF FUNDS: _____

REVENUE PRODUCING: Yes No **AMOUNT PER MONTH** _____ **Year** _____

APPROVED BY: County Atty _____ OMB/Purchasing _____ Risk Management _____

DOCUMENTATION: Included Not Required _____

DISPOSITION: _____

AGENDA ITEM # _____

MONROE COUNTY BOARD OF COUNTY COMMISSIONERS

CONTRACT SUMMARY

Contract with: GSG Contract # _____
 Effective Date: May 16, 2007
 Expiration Date: May 15, 2007

Contract Purpose/Description:

Amendment of the DEP Grant for Big Coppitt wastewater is contingent upon the collection of the \$4500 per EDU connection fees approved at the January 25, 2006 Special Meeting for those properties designated Tier III in the Duck Key and Big Coppitt Key through Little Torch Key sewer service areas. At the April 19, 2006 BOCC Meeting, the BOCC granted approval to accept GSG's proposal to provide special assessment services by number of parcels within each project area. The special assessments will be levied for Big Coppitt and Duck Key. GSG must begin preparation of the initial tax roll as soon as possible to secure the treatment plant construction loan and meet the September 15, 2007 tax roll certification deadline. The apportioned cost to prepare the roll initially, each year and to collect the revenue will be added to the connection fee.

Contract Manager: Elizabeth Wood 4525 Engineering/1
 (Name) (Ext.) (Department/Stop #)

for BOCC meeting on May 16, 2007 Agenda Deadline: May 1, 2007

CONTRACT COSTS

Total Dollar Value of Contract: \$ 40K Current Year Portion: \$ 40K

Budgeted? Yes No Account Codes:

Grant: \$ _____ 169- _____

County Match: \$ _____ 176- _____

ADDITIONAL COSTS

Estimated Ongoing Costs: \$16/yr
 (Not included in dollar value above)

For: Annual database management
 (eg. maintenance, utilities, janitorial, salaries, etc.)

CONTRACT REVIEW

	Date In	Changes Needed	Reviewer	Date Out
Division Director	<u>5-10-07</u>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<u>[Signature]</u>	<u>5-10-07</u>
Risk Management	<u>5-10-07</u>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<u>[Signature]</u>	<u>5-10-07</u>
O.M.B./Purchasing	_____	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<u>[Signature]</u>	<u>5/10/07</u>
County Attorney	_____	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<u>[Signature]</u>	<u>5/10/07</u>

Comments: _____

Professional Services Agreement

This Professional Services Agreement (the "Agreement") is entered into this ____ day of May, 2007, by and between Monroe County (the "County"), and Government Services Group, Inc. ("GSG"), a Florida corporation.

WITNESSETH

WHEREAS, Monroe County has imposed special assessments to fund a comprehensive wastewater utility program for Fiscal Year 2007-08; and

WHEREAS, the County now intends to continue the imposition of the wastewater assessment in Monroe County which will be collected on the tax bill in November each year (the "Wastewater Assessment Project"); and

WHEREAS, GSG is well qualified and experienced in assisting local government with the development and implementation of non-ad valorem assessments and have agreed to make themselves available to provide professional services to assist the County in accomplishing the Wastewater Assessment Project for Fiscal Year 2007-08; and

WHEREAS, GSG shall furnish specialized professional services directly to County staff.

NOW, THEREFORE, it is agreed as follows:

TERMS

- 1. Recitals.** The recitals and all statements contained herein are hereby incorporated into and made a part of this Agreement.
- 2. Services to be Performed by GSG.** GSG shall, in conjunction with the general direction of the office of the County Administrator, County Attorney or their representative designees, provide the professional services described in the Scope of Services attached hereto as Appendix A in order to assist the County in the development of the Wastewater Assessment Project.
- 3. Term of the Agreement and Time Requirements.** This Agreement shall become effective upon the signature by the duly authorized representative of the County and GSG Wastewater Assessment Project for Fiscal Year 2007-08, and shall remain in effect for one (1) year, or until completion of the objective of this Agreement which is to maintain the annual wastewater assessment to be collected using the tax bill collection method for Fiscal Year 2007-08. GSG shall promptly begin and diligently provide the professional services contemplated herein generally in accordance with the Project Schedule attached hereto as Appendix A so that the County may annually achieve its objective. Accordingly, time is of the essence of this Agreement.

In the event of termination prior to the completion of the Wastewater Assessment Project provided for by this Agreement, such termination shall in no way prejudice the payments due to GSG for services rendered, provided that the termination is not due to a default on the part of GSG. The County, at its sole option, may decide not to move forward at any time, with only the professional

fees and expenses actually incurred through the date GSG is notified of termination then being due and payable. In the event the County terminates this Agreement for any reason other than default by GSG prior to completion of the Fiscal Year 2007-08 assessment roll and the County continues to proceed with a wastewater assessment, the County shall provide a written general release to GSG, which is unqualified and absolute, concerning all advice, work product, responsibility and liability arising under this Agreement relating to such assessment roll.

- 4. Schedule of Fees.** For services to be provided hereunder by GSG and its subcontractors, GSG shall work under a lump sum professional fee arrangement described in the Scope of Services in Appendix A on the payment basis described in the Critical Events Schedule.

The lump sum fee includes reimbursement for all actual costs incurred, including by way of example and not limitation, photocopies, long distance telephone charges, overnight delivery services, and travel expenses except for the reimbursement for the costs of producing, stuffing and mailing the required first class notices or information obtained from the Property Appraiser, or like public official, which shall be considered a Wastewater Assessment Project cost and will depend on the number of assessable parcels for Fiscal Year 2007-08. Such costs will be due and payable upon the adoption of the preliminary assessment resolution.

In the event that additional services are required to complete the Wastewater Assessment Program, GSG will provide a proposal for the additional services at the standard hourly rates of GSG, provided below. Additional services up to \$5000.00 may be performed under this Professional Services Agreement.

GSG

CEO	\$225.00
Sr. Vice President	\$175.00
Vice President	\$160.00
Project Manager	\$150.00
Sr. Consultant	\$140.00
Data Base Developer	\$130.00
Technical Services	\$130.00
Consultant	\$130.00
Communications Services	\$130.00
Administrative Support	\$ 50.00

Expenses related to additional meetings will be billed in conformance with section 112.061, Florida Statutes.

- 5. Cooperation of the County.** It shall be the obligation of the County to timely provide GSG with all reasonably required information, data and records necessary to complete the Wastewater Assessment.

The scope of services contemplated herein contemplates that the County will timely provide the necessary budget background and apportionment information and the EDU allocation impervious area data required to develop the Wastewater Assessment Project, timely provide staff to conduct any field research (e.g., activities necessary to supplement incomplete data on the ad valorem tax roll) and provide swift policy direction regarding various components of the methodology.

6. **Documents.** All documents, electronic media, and other data developed by GSG in connection with the Wastewater Assessment Project shall be reproduced and made available to the County by GSG at any time upon request of the County. When any work contemplated under this Agreement is completed or for any reason is terminated prior to completion, all of the above data shall be timely reproduced and delivered to the County upon written request.
7. **Termination.** The County reserves the right to terminate this Agreement at any time, by written notice. In the event of such termination GSG shall be entitled to the professional fees on an hourly basis from the last percentage of the project completed and expenses for actual costs incurred for work performed hereunder through the date GSG is notified of termination.
8. **Default Provision.** In the event that GSG shall fail to comply with each and every term and condition of this Agreement or fail to perform any of the terms and conditions contained herein, then the County, in addition to all other remedies available by law, at its sole option and upon written notice to GSG, may cancel and terminate this Agreement.
9. **Conflict of Interest.** GSG covenants that no person under their employ who presently exercises any functions or responsibilities in connection with this Agreement has any personal financial interest, direct or indirect, with the County. GSG covenant that, in the performance of this Agreement, no person having such conflicting interests shall be employed. Any such interests on the part of GSG or its employees, subcontractors or employees of its subcontractors must be disclosed in writing to the County. Also, GSG is aware of the conflict of interest laws of the State of Florida, and agrees that it shall fully comply in all respects with the terms of said laws.
10. **Award of Agreement.** GSG warrants that it has neither employed nor retained any company or person to solicit or secure this Agreement, that it has not paid or agreed to pay any company or person any fee, commission, percentage, brokerage fee, or gifts or any other consideration contingent upon or resulting from the award or making of this Agreement.

GSG also warrants that to the best of its knowledge and belief no office holder or employee of the County is interested directly or indirectly in the profits or emoluments of this Agreement.
11. **Entire Agreement.** This Agreement represents the entire and integrated agreement between the County and GSG and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument executed by the County and GSG. The parties hereto agree that this Agreement shall be construed and enforced according to the laws, statutes and case law of the State of Florida.
12. **Successors and Assigns.** This Agreement shall be binding upon the parties hereto and their respective heirs, executors, legal representatives, successors and assigns.
13. **Insurance.** GSG shall maintain during the terms of this Agreement professional liability insurance in a minimum amount of \$500,000; general liability insurance in a minimum amount of \$300,000; and vehicle liability in a minimum amount of \$100,000 covering all liability arising out of the terms of this Agreement. Upon receipt of original insurance certificates listing the Monroe County Board of County Commissioners as certificate holders and additionally insured, the executed Professional Services Agreement will be provided to GSG.
14. **Nondiscrimination in Employment.** GSG shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, national origin, handicap or marital status. GSG shall take affirmative action to ensure that applicants are employed, without regard to their race, color, religion, sex, age, national origin, handicap or marital status. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. GSG agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by its personnel officer setting forth the provisions of this equal opportunity clause.

15. **Independent Contractor.** GSG and its employees and agents and any sub-consultants and their employees and agents, shall be deemed to be independent contractors and not agents or employees of the County; and shall not attain any rights or benefits generally afforded classified or unclassified employees; further they shall not be deemed to be entitled to Florida Workers' Compensation benefits as employees of the County.
16. **Non-Delegability.** It is understood and agreed that the obligations undertaken by GSG pursuant to this Agreement shall not be delegated or assigned to any other person or firm without the County's prior written consent, which may be withheld at County's sole discretion.
17. **Best Efforts.** GSG covenants and agrees to use its best efforts to assist in accomplishing the County's objectives. The use of special assessments is often politically contentious and can be subject to challenge. Because the state of the law is always subject to change, GSG cannot provide any indemnification or guarantee relative to any challenge to the validity of the wastewater assessment. GSG's obligation is to share their experience and provide their best efforts providing a reasonable analysis and approach to the development of a non-ad valorem assessment program. Errors or omissions in the development of any assessment roll will be addressed, with the permission of the County, by developing remedies and procedures for the County within any implementation documents that are developed for or adopted by the County. Reassessment or the development and reassessment of any remedy or cure resulting from an administrative error or omission by GSG and its subcontractors and the direct costs related thereto shall be provided by GSG and its subcontractors at no additional charge to the County.
18. **Notices.** All notices or other communications which shall or may be given pursuant to this Agreement shall be in writing and shall be delivered by personal service, or by registered mail addressed to the other party at the address indicated herein or as the same may be changed from time to time. Such notice shall be deemed given on the day on which personally served; or, if by mail, on the fifth day after being posted (return receipt requested) or the date of actual receipt, whichever is earlier.

MONROE COUNTY:

Elizabeth A. Wood
 Senior Administrator, Sewer Projects
 Monroe County
 1100 Simonton St., Ste.216
 Key West, FL 33040
 (305) 292-4525
 (305) 295-4321/fax

GOVERNMENT SERVICES GROUP, INC.:

Camille P. Tharpe
 Senior Vice President
 Government Services Group, Inc.
 1500 Mahan Drive, Suite 250
 Tallahassee, Florida 32308
 (850) 681-3717
 (850) 224-7206/fax

With copy to:

Suzanne A. Hutton
 County Attorney
 502 Whitehead St., Courthouse
 Annex, 3rd Floor
 Key West, FL 33040
 (305)292-3470
 (305)292-3516/fax

19. **Amendments.** No amendments to this Agreement shall be binding on either party unless in writing and signed by both parties.
20. **Miscellaneous Provisions.**
 - A. Title and paragraph headings are for convenient reference and are not a part of this Agreement.

- B. In the event of conflict between the terms of this Agreement and any terms or conditions contained in any other documents, the terms in this Agreement shall rule.
- C. No waiver or breach of any provision of this Agreement shall constitute a waiver of any subsequent breach of the same or any other provision hereof, and no waiver shall be effective unless made in writing.
- D. Should any provision, paragraph, sentence, word or phrase contained in this Agreement be determined by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable under the laws of the State of Florida or Monroe County, such provision, paragraph, sentence, word or phrase shall be deemed modified to the extent necessary in order to conform with such laws, or if not modifiable to conform with such laws, then same shall be deemed severable, and in either event, the remaining terms and provisions of this Agreement shall remain unmodified and in full force and effect.
- E. A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity, may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to 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 Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

IN WITNESS WHEREOF, the parties hereto have, through their proper and duly authorized officials, executed this Agreement, the day and year first above set forth.

GOVERNMENT SERVICES GROUP, INC.

By: _____
CAMILLE P. THARPE

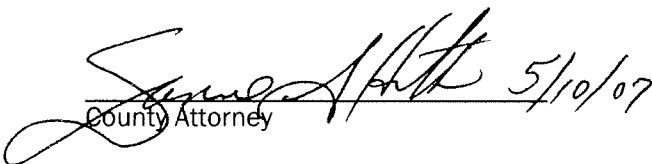
MONROE COUNTY

By: _____
MAYOR DIGENNARO

ATTEST:

County Clerk

APPROVED AS TO FORM

 5/10/07
County Attorney

Appendix A

SCOPE OF SERVICES

Proforma Scope of Services

Task 1: Project initiation GSG will meet with County staff to finalize the goals and objectives of the project. This may be accomplished by telephone conference.

Task 2: Evaluate the preliminary electronic database developed by Monroe County Monroe County has developed a preliminary electronic database in GIS by delineating those properties to receive wastewater service based on land classification and proposed improvements and merging with the most recent property appraiser data available.

GSG will evaluate the preliminary electronic database developed by Monroe County and verify that the location of proposed improvements supports the imposition of the non-ad valorem connection fee assessment. Maps depicting the location of proposed improvements, Tier Maps, tax roll information and additional data required from Monroe County staff will be provided, as necessary, for GSGs evaluation of the wastewater service database.

Task 3: Develop assessment database The preliminary electronic database will be used to create the assessment database. GSG will obtain necessary information from County staff and other sources related to the methodology and apportionment of costs to be used for the assessment program. The wastewater connection fee is \$4500 per equivalent dwelling unit (EDU). It is anticipated that the assessed amount will include the costs associated with development and certification of the final assessment roll, including property appraiser and tax collector costs, debt service requirements, and annual maintenance.

Vacant parcels are intended to receive an initial EDU allocation of "1". Water consumption data is available for each parcel by real estate identification number. GSG will use a series of queries and selection criteria to validate the common characteristics among the categories and classes and identify properties or buildings requiring further evaluation and fieldwork analysis.

Task 4: Create preliminary assessment roll Using the assessment database, GSG will create the preliminary assessment roll. GSG will apply the apportionment methodology to the assessment database to test the data validity and legal sufficiency.

Task 5: Determine the assessment revenue requirements Determine the assessment revenue requirements for the proposed projects including program implementation costs and annual costs.

Task 6: Review of legal documents Review of the implementing resolutions and documentation associated with the creation of the indicated assessment programs.

- Task 7: Preparation of final assessment rates** Assist the County with the final rate adoption process for the assessment program including (a) the legal requirements for any public hearings, (b) the development of appropriate published notice and/or printing, stuffing and mailing of any notices or bills and (c) the development of a public information sheet to be mailed with the bills or notices (if necessary).
- Task 8: Prepare final assessment roll** Based on the prepayments collected by the County and revised EDU allocations identified through the FCAA appeals process, GSG will prepare the adjusted final assessment roll that will implement the assessment program and will interface with the Monroe County Tax Collector.
- Task 9: Establish collection and payment procedures** Coordinate with the Monroe County Tax Collector's Office and appropriate County staff to establish the system and procedures for collection of assessment payments.
- Task 10: Certify final assessment roll in conformance with uniform method** Using the final assessment roll and updating any changes or modifications, GSG will prepare a file on compatible electronic medium capable of merger with the ad valorem tax roll files. GSG will develop test files and conduct test merger procedures to minimize errors.
- Task 11: Develop a plan to provide ongoing annual maintenance of the assessment program** Provide the County with a plan for ongoing assessment administration services to maintain the assessment program and database foundations, and annual implementation services to ensure adherence to statutory timeframes. If requested, the plan will outline the process for the County to maintain the database.

PROPOSED FEES

The lump sum fee for the proforma scope of services for GSG is as follows:

Project areas with less than 50 parcels	\$7,500 lump sum fee
Project areas with 50 - 250 parcels	\$12,500 lump sum fee
Project areas with 250 - 500 parcels	\$17,500 lump sum fee
Project areas with > 500 parcels	\$22,500 lump sum fee

Therefore, the fees for the proposed project areas are as follows:

Big Coppit (approximately 1,150 parcels)	\$22,500 lump sum fee
Duck Key (approximately 375 parcels)	\$17,500 lump sum fee
Total	\$40,000 lump sum fee

The lump sum fee includes expenses related to actual costs associated with photocopies, long distance telephone charges, overnight delivery services and travel-related expenses. A lump sum method of compensation eliminates any uncertainty in the total fee.

Including one on-site visit by GSG to conduct data collection, the lump sum fee for professional services includes an aggregate of one additional on-site visit to the County by GSG staff to meet with elected officials or property owners, if required. Meetings in excess of those contemplated may be arranged at our standard hourly rates.

The lump sum fee does not include the costs of producing and mailing the statutorily required first class notices for FY 2007-08. If necessary and requested, these costs depend on the number of assessable parcels of property within the City. However, mailing and production costs are \$1.25 per parcel, due and payable at the time of adoption of the preliminary assessment resolution. In the event that the U.S. postage rates increase during the course of this engagement, the mailing and production costs (\$1.25 per parcel) will increase by the exact amount of the U.S. postage rate increase.

The lump sum fee will be due and payable in four installments (assuming notice to proceed occurs by May 15, 2007) as follows:

Payment	Schedule
25 % of lump sum fee	June 2007
25 % of lump sum fee	July 2007
25 % of lump sum fee	August 2007
25 % of lump sum fee	September 2007

ONLINE ASSESSMENT MANAGEMENT SERVICES

GSG's Technical Services Division offers data management tools to facilitate the maintenance and customer service components of special assessment programs. Our online service allows Internet-based data look-ups, payoff entry and reports in a user friendly web browser interface. Because, only a web browser and internet connection are need, implementation overhead is eliminated. GSG handles the databases, archiving and program code.

For more information please contact Mark Brown at 866-896-4747 or email mbrown@govserv.com.

ADDITIONAL SERVICES

In recognition that GSG is an organization dedicated to providing specialized assistance to local governments in developing innovative and efficient solutions to public sector issues, we shall, on an hourly or negotiated fee basis, also be available to provide additional services to the County on finance, revenue or other local governmental matters. Such services may be provided under a written change order, extension to this scope of services, or by separate agreement based on our standard hourly rates.