

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT is made as of the 9th day of JUNE in the year 2014, between **THE CITY OF LESBURG**, a Florida Municipal Corporation, whose address is 501 West Meadow Street, Post Office Box 490630, Leesburg, Florida 34749-0630 (hereinafter referred to as the "CITY"), and **GOVERNMENT SERVICES GROUP, INC.** whose address is 1500 Mahan Drive, Suite 250, Tallahassee, Florida 32308 (hereinafter referred to as the "PROFESSIONAL").

WHEREAS, the CITY desires to retain the services of PROFESSIONAL as described herein;

NOW, THEREFORE, in consideration of the mutual benefits accruing to the parties to this Agreement, and for other good and valuable considerations, the parties agree as follows:

1. **Services.** The PROFESSIONAL shall perform the services described in **ATTACHMENT "A"** which is attached and incorporated by reference herein. Nothing herein shall limit the CITY's right to obtain proposals or services from other professionals for similar projects.
2. **Compensation.** The PROFESSIONAL shall be compensated for the services as follows:
 - a. **Phase I Services** - \$22,500.00
 - b. **Phase II Services** - \$9,500.00
 - i. Phase II Services must be approved separately and will only be performed if approved by City Commission following the results of Phase I services.
 - c. **Additional Costs**
 - i. There will be additional costs in addition to the lump sum fees stated in items a. and b. These costs are related to mailings and data exports for TRIM notices if required.
3. **Payment.** CITY shall compensate PROFESSIONAL for their services in the manner detailed in **ATTACHMENT "A"**.
4. **Insurance Coverages.**
 - a. **Professional Liability/Malpractice/Errors or Omissions Insurance**
 - i. The PROFESSIONAL shall purchase and maintain Professional Liability or Malpractice or Errors or Omissions insurance with minimum limits of **\$1,000,000** per occurrence combined single limit.
 - ii. If a claims-made form of coverage is provided, the retroactive date of coverage shall be no later than the inception date of claims-made coverage, unless the prior policy was extended indefinitely to cover prior acts.
 - iii. Coverage shall be extended beyond the policy year either by a supplemental extended reporting period (ERP) of as great a duration as available, and with no less coverage and with reinstated aggregate limits, or by requiring that any new policy provide a retroactive date no later than the inception date of the claims-made coverage.

- b. Workers' Compensation
 - i. The PROFESSIONAL shall purchase and maintain Workers' Compensation insurance for all workers' compensation obligations imposed by state law and with employers liability limits of at least \$100,000 each accident and \$100,000 each employee with \$500,000 policy limit for disease.
 - ii. PROFESSIONALS exempt from maintaining Workers' Compensation insurance must provide a valid certificate of exemption issued by the State of Florida.

5. Insurance Requirements.

- a. The PROFESSIONAL shall provide evidence of required minimum insurance by providing the CITY an ACORD or other Certificate of Insurance in forms acceptable to the Risk Manager for the City, prior to starting work, under the Agreement.
- b. All required insurance shall be provided by insurers acceptable to the CITY with an A.M. Best rating of at least "A."
- c. The PROFESSIONAL shall require, and shall be responsible for assuring that any and all of its subcontractors secure and maintain such insurance that are required by law to be provided on behalf of their employees and others until the completion of that subcontractors work.
- d. The required insurance shall be secured and maintained for not less than the limits required by the CITY, or as required by law, whichever is greater.
- e. The required insurance shall not limit the liability of the PROFESSIONAL. The CITY does not represent these coverages or amounts to be adequate or sufficient to protect the PROFESSIONAL'S interests or liabilities, but are merely required minimums.
- f. All liability insurance, except professional liability, shall be written on an occurrence basis.
- g. The PROFESSIONAL waives its right of recovery against the CITY to the extent permitted by its insurance policies.
- h. Insurance required of the PROFESSIONAL, or any other insurance of the PROFESSIONAL shall be considered primary, and insurance of the CITY, if any, shall be considered excess as applicable to any claims, which arise out of the agreement, contract or lease.
- i. Except for works' compensation and professional liability, the PROFESSIONAL'S insurance policies shall be endorsed to name the CITY OF LEESBURG as additional insured to the extent of the agreement, contract or lease.
- j. The Certificate(s) of Insurance shall designate the CITY as certificate holder as follows:

City of Leesburg
Attention: Purchasing Manager
P.O. Box 490630
Leesburg, Florida 34749-0630

- k. The Certificate(s) of Insurance shall include a reference to the project and/or purchase order number.
- l. The Certificate(s) of Insurance shall indicate that the CITY shall be notified at least thirty (30) days in advance of cancellation.
- m. The Certificate(s) of Insurance shall include all deductibles and/or self-insurance retentions for each line of insurance coverage.
- n. The PROFESSIONAL, at the discretion of the Risk manager for the CITY, shall provide information regarding the amount of claims payments or reserves chargeable to the aggregate amount of the PROFESSIONAL'S liability coverage(s).

6. **Indemnification.** The PROFESSIONAL shall indemnify the CITY and hold it, its officers, and its employees harmless from liabilities, losses, and costs, including, but not limited to, reasonable attorney's fees to the extent caused by the negligence, recklessness, or intentional wrongful conduct of the PROFESSIONAL and persons employed or utilized by the PROFESSIONAL in the performance of this Agreement. The liability of the PROFESSIONAL shall, however, be limited to one million and 00/100 dollars (\$1,000,000.00) per occurrence, and the obligation of the PROFESSIONAL to indemnify the CITY shall be limited to intentional misconduct or negligent acts, omissions, or defaults of the PROFESSIONAL; any contractors, subcontractors, sub-subcontractors, materialmen, or agents or employees of any of them, providing labor, services or materials in connection with the project; and the CITY, its officers, agents and employees, provided however that the PROFESSIONAL shall not be obligated to indemnify the CITY against losses arising from the negligence, or willful, wanton, or intentional misconduct of the CITY, its officers, agents and employees, or against statutory violations or punitive damages except to the extent caused by or resulting from the intentional misconduct or negligent acts or omissions of the PROFESSIONAL, or any contractors, subcontractors, sub-subcontractors, materialmen, or agents or employees of any of them, providing labor, services, or materials in connection with this Agreement.

7. **Codes, Laws, and Regulations.** PROFESSIONAL will comply with all applicable codes, laws, regulations, standards, and ordinances in force during the term of this Agreement.

8. **Permits, Licenses, and Fees.** PROFESSIONAL will obtain and pay for all permits and licenses required by law that are associated with the PROFESSIONAL's performance of the Scope of Services.

9. **Public Records Retention.** PROFESSIONAL shall keep and maintain public records that ordinarily and necessarily would be required by the CITY in order to perform the services being provided by PROFESSIONAL herein. PROFESSIONAL shall provide the public with access to public records on the same terms and conditions that the CITY would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes. PROFESSIONAL shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law. PROFESSIONAL shall meet all requirements for retaining public records and transfer, at no cost, to the CITY all public records in possession of the PROFESSIONAL upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and

exempt from public records disclosure requirements. All records stored electronically must be provided to the CITY by PROFESSIONAL in a format that is compatible with the information technology systems of the CITY.

10. **Access to Records.** PROFESSIONAL will maintain accounting records, in accordance with generally accepted accounting principles and practices, to substantiate all invoiced amounts. Said records will be available for examination by the CITY during PROFESSIONAL's normal business hours. Said records will be maintained for a period of three (3) years after the date of the invoice.

11. **Contingent Fees Prohibited.** The PROFESSIONAL warrants that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the PROFESSIONAL, to solicit or secure this Agreement and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the PROFESSIONAL any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. In the event of a breach of this provision, the CITY shall have the right to terminate this Agreement without further liability and at its discretion, deduct from the contract price, or otherwise recover, the full amount of any such fee, commission, percentage, gift or consideration paid in breach of this Agreement.

12. **Ownership of Documents.** All reports, documents, instruments, information and material delivered to the CITY by the PROFESSIONAL (or by such subconsultants and specialty consultants) in rendering services ordered by the CITY under this Agreement shall be the property of the CITY provided the CITY has properly compensated PROFESSIONAL for the services.

13. **Independent Contractor.** The PROFESSIONAL is an independent contractor and as such will be responsible for paying his own Federal income tax and self-employment tax, or any other taxes applicable to the compensation paid under this agreement.

14. **Assignment.** Neither party shall have the power to assign any of the duties or rights or any claim arising out of or related to the Agreement, whether arising in tort, contract, or otherwise, without the written consent of the other party. These conditions and the entire Agreement are binding on the heirs, successors, and assigns of the parties hereto.

15. **No Third Party Beneficiaries.** This Agreement gives no rights or benefits to anyone other than the PROFESSIONAL and the CITY.

16. **Jurisdiction.** The laws of the State of Florida shall govern the validity of this Agreement, its interpretation and performance, and any other claims related to it. In the event of any litigation arising under or construing this Agreement, venue shall lie only in Lake County, Florida.

17. **Term and Termination.** The term of this Agreement shall begin on the date of execution and continue through the completion of Services and providing all deliverables to the CITY. The CITY may terminate this Agreement for convenience with 30 days written

notice. PROFESSIONAL shall be compensated for all services rendered through the date of termination.

18. **Nonappropriation.** The PROFESSIONAL understands and agrees that this Contract is subject to the availability of funds to the CITY to purchase the specified products/services. As used herein, a "nonappropriation" shall be defined as an occurrence wherein the CITY, in any fiscal period, does not allocate funds in its budget for the purchase of the specified products/services or other amounts owed pursuant to this Contract, from the source of funding which the CITY anticipates using to pay its obligations hereunder, and the CITY has not other funds, from sources other than ad valorem taxes, which it deems to be available to pay its obligations under this Contract. The CITY may terminate this Contract, with no further liability to the PROFESSIONAL, effective the first day of a fiscal period provided that:

- a. A nonappropriation has occurred, and
- b. The CITY has provided the PROFESSIONAL with written notice of termination of less than fifteen (15) days before the proposed termination date.
- c. In the event of any termination, the PROFESSIONAL shall be paid for all services rendered and expenses incurred to the effective date of the termination, and other reasonable expenses incurred by the Consultant as a result of such termination.

Upon the occurrence of such nonappropriation the CITY shall not be obligated for payment for any fiscal period for which funds have not been appropriated.

19. **Contact Person.** The primary contact person under this Agreement for the PROFESSIONAL shall be Camille P. Tharpe, Senior Vice President. The primary contact person under this Agreement for the CITY shall be Bill Spinelli, Finance Director.

20. **Approval of Personnel.** The CITY reserves the right to approve the contact person and the persons actually performing the services on behalf of PROFESSIONAL pursuant to this Agreement. If CITY, in its sole discretion, is dissatisfied with the contact person or the person or persons actually performing the services on behalf of PROFESSIONAL pursuant to this Agreement, CITY may require PROFESSIONAL assign a different person or persons be designated to be the contact person or to perform the PROFESSIONAL services hereunder.

21. **Disclosure of Conflict.** The PROFESSIONAL has an obligation to disclose to the CITY any situation that, while acting pursuant to this Agreement, would create a potential conflict of interest between the PROFESSIONAL and his duties under this Agreement.

22. **Authority to Obligate.** Each person signing this agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and bind and obligate such party with respect to all provisions contained in this agreement.

23. **Counterparts.** Original signatures transmitted and received via facsimile or other electronic transmission of a scanned document, (e.g., PDF or similar format) are true and valid signatures for all purposes hereunder and shall bind the parties to the same extent as that

of an original signature. Any such facsimile or electronic mail transmission shall constitute the final agreement of the parties and conclusive proof of such agreement. Any such electronic counterpart shall be of sufficient quality to be legible either electronically or when printed as hardcopy. The CITY shall determine legibility and acceptability for public record purposes. This Agreement may be executed in one or more counterparts, each of which shall for all purposes be deemed to be an original and all of which shall constitute the same instrument.

[Signature page follows.]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date stated in the preamble to this Agreement.

"CITY"

THE CITY OF LEESBURG, FLORIDA

By: _____
Mayor

ATTEST:

City Clerk

Approved as to form:

City Attorney

"PROFESSIONAL"

**GOVERNMENT SERVICES
GROUP, INC.**

By: Camille P. Tharpe

Printed: Camille P. Tharpe

Its: Sr Vice President
(Title)

Scope of Services

PHASE ONE:

- Task 1: Evaluate Reports and Research Issues** Evaluate the City's existing documents, ad valorem tax roll information, fire call data, agreements, reports and other data pertaining to the provision of fire services.
- Task 2: Identify Full Costs of Service** Evaluate the full cost of the fire service delivery using the City's most current financial information and identify service delivery issues which may affect the apportionment methodology. Determine the net service delivery revenue requirements.
- Task 3: Develop the Apportionment Methodology** Using the current ad valorem tax roll and fire incident data reported to the State Fire Marshal, develop the method of apportionment, classification of properties and the use of the data on the assessment roll. Review the assessment methodology for legal sufficiency and compatibility with all methods of collection.
- Task 4: Determine Preliminary Revenue Requirements** Advise the City in determining the total fire service assessment revenue requirements to ensure the City recovers the costs of: (a) net fire service delivery revenue requirements, (b) implementing the program, and (c) collecting the assessments.
- Task 5: Develop Preliminary Assessment Roll Database** Using the current ad valorem tax roll, create a preliminary assessment roll database. Test the sufficiency of the database by developing reports to access property information.
- Task 6: Apply Apportionment Methodology to Database** Apply the apportionment methodology to the preliminary assessment roll database to test the data validity and legal sufficiency. Revise the apportionment methodology as necessary.
- Task 7: Calculate a Preliminary Proforma Schedule of Rates** Using the developed assessment roll, calculate a proforma schedule of rates based on the developed apportionment methodology and revenue requirements for the assessment program.
- Task 8: Prepare and Present Assessment Memorandum** Prepare and present an Assessment Memorandum which documents the proposed apportionment methodology and proforma assessment rates.

PHASE TWO:

- Task 6: Assist With Fire Services Assessment Ordinance** Advise and assist the City's legal counsel in the drafting of a fire services assessment ordinance to establish the procedures for implementation of a fire services assessment program.
- Task 7: Assist With Assessment Resolutions** Advise and assist the City's legal counsel in drafting the assessment resolutions that conform to the assessment ordinance and that implement the City's policy decisions and proposed methodology.

ATTACHMENT "A"

- Task 8: Assist with Rate Adoption Process** GSG will advise and assist with fulfilling the legal requirements for the adoption of the annual assessment rate resolution and certification of the assessment roll in accordance with section 197.3632, Florida Statutes, including:
- (a) Produce Notice Roll** After verification of rates for the assessment program, GSG will create the notice roll by applying the rates to the assessment roll.
 - (b) Distribution of First Class Notice** GSG will develop the first class notice and distribute to any affected property owners (only if required).
- Task 9: Create Final Assessment Roll** GSG will update the assessment roll with any corrections and updates received from the City. Final rates will be verified and extended to the updated data in order to create the final assessment roll. The final roll will be provided to the City.
- Task 10: Certify, Export and Transmit the Final Assessment Roll in Conformance with Uniform Method** Using the final assessment roll, GSG will prepare export files on compatible electronic medium capable of merger with the ad valorem tax roll files and will transmit the file to the Tax Collector in the prescribed format.

FEES AND COSTS

For the professional services and specialized assistance described in Phase One of the Scope of Services, GSG will work under a "lump sum" fee arrangement of \$22,500. Except as noted below, this lump sum fee includes reimbursement for all out-of-pocket expenses. The lump sum fee for professional services for Phase One includes a total of three on-site visits to the City by GSG staff. While the purpose of these trips is negotiable, the intent of these meetings is to obtain initial information, participate in individual briefing sessions with elected officials, and present the assessment memorandum at a City Commission Workshop.

For the professional services and specialized assistance described in Phase Two of the Scope of Services, GSG will work under a "lump sum" fee arrangement of \$9,500. Except as noted below, this lump sum fee includes reimbursement for all out-of-pocket expenses. The lump sum fee for professional services for Phase Two includes a total of three on-site visits to the City by GSG staff. While the purpose of these trips is negotiable, the intent of these meetings is to assist in the final rate adoption process.

Additional on-site meetings may be arranged at our standard hourly rates, as authorized by the City. Expenses related to additional on-site meetings will be billed in conformance with section 112.061, Florida Statutes. If necessary, in lieu of on-site visits, periodic telephone conference calls may be scheduled to discuss project status.

The standard hourly rates for GSG are as follows:

GOVERNMENT SERVICES GROUP, INC.

Chief Executive Officer	\$225
Senior Vice President	\$175
Vice President	\$160
Senior Project Manager/Consultant/Project Coordinator	\$160
Consultant/Database Analyst/Technical Services	\$130
Administrative Support	\$ 50

The lump sum fee does not include the costs of producing and mailing any first class notices, if required. Mailing and production costs depend on the number of assessable parcels of property within the assessment program area, but average approximately \$1.35 per parcel. Payment of mailing and production

ATTACHMENT "A"

costs is due at the time of adoption of the initial assessment resolution or like document. For non-domestic notices, mailing charges will include the actual amount of postage beyond the domestic rate. Should U.S. postage rates increase prior to mailing (currently \$0.49), the additional postage per notice will be charged.

The lump sum fee also does not include the costs of producing the data exports needed for the production of TRIM notices, if required. Data exports for TRIM notices will be transmitted as necessary to the Property Appraiser's office, per their specifications and be billed at the lump sum fee of \$2,000 for the fire assessment program. Payment of these production costs is due at the time of adoption of the initial assessment resolution or like document.

The City is responsible for any and all newspaper publications, including, but not limited to, making arrangements for publications and any costs associated therewith.

The City is responsible for any costs incurred to obtain information from the property appraiser or other public official that is necessary for the assessment program.

Please note that GSG works with the premise of developing and implementing assessment programs with an eye on potential legal challenges in an attempt to maximize both the efficiency and the effectiveness of any defense. Nonetheless, the fees outlined above for professional services do not include any provision for litigation defense. Accordingly, in the event there is a legal challenge, GSG would be available, on an hourly basis, to assist the City in its defense.

DELIVERABLES SCHEDULE

Deliverable	Schedule
Notice to Proceed	June - July 2014
Kick-off Meeting/Data Collection	June - July 2014
Proforma Budget Development	July - August 2014
Assessment Methodology	August 2014
Proforma Assessment Rates	August - September 2014
Assessment Memorandum	September - October 2014
Resolution of Intent to Use Tax Bill Collection	October - December 2014
Ordinance Adoption	October - December 2014
Initial Assessment Resolution	January - July 2015
First Class/TRIM Notices	January - August 2015
Published Notice	January - August 2015
Final Assessment Resolution	March - September 2015
Certify Fiscal Year 2015-16 Assessment Roll	By September 15, 2015

ATTACHMENT "A"

PAYMENT SCHEDULE

The lump sum fee for professional services and specialized assistance will be due and payable on the following basis. Payment will be based on the following schedule, assuming that notice to proceed is received by July 2014. If notice to proceed occurs after this date, payment will be adjusted on the basis of a condensing of the anticipated number of months remaining to complete the project.

Schedule	Payment
August 2014	50% of Lump Sum Fees for Phase One (\$11,250)
October 2014	50% of Lump Sum Fees for Phase One (\$11,250)
March 2015	50% of Lump Sum Fees for Phase Two (\$4,750)
September 2015	50% of Lump Sum Fees for Phase Two (\$4,750)

ACCEPTED AND AGREED TO:

BY: Use Agreement Signature Page
CITY OF LEESBURG

XXXXXXXXXX
DATE