

BOARD MEETING

DATE: 9/13

ACTION: 1

INFO: \_\_\_\_\_

19 89

AGREEMENT TO PROVIDE  
PROFESSIONAL ACCOUNTING SERVICES TO  
NASSAU COUNTY, FLORIDA

THIS AGREEMENT, entered into this 12<sup>th</sup> day of September, 1989 and effective immediately by and between David M. Griffith and Associates, Ltd. (hereinafter referred to as "Consultant") and Nassau County, State of Florida (hereinafter referred to as "County"), WITNESSETH THAT:

WHEREAS, the County has programs which it desires to fund under a Municipal Service Benefits Unit as outlined under Florida Statutes 125.01, and

WHEREAS, the Consultant is staffed with personnel knowledgeable and experienced in the requirements of developing Municipal Service Benefits Units, and

WHEREAS, the County desires to engage the Consultant to assist in developing Municipal Service Benefits Units for Fire, Emergency Medical Services and Public Safety.

NOW THEREFORE, the parties hereto mutually agree as follows:

1. Employment of Consultant. The County agrees to engage the Consultant and the Consultant hereby agrees to perform the following services.
2. Scope of Services. The Consultant shall do, perform and carry out in a good and professional manner the following service:
  - a. Development of Municipal Service Benefits Units for Fire, Emergency Medical Services and Public Safety as described in Exhibit "A," *Workplan*. This plan will contain a determination of the full costs of the aforementioned services and the appropriate special assessments for all properties within each MSBU.
3. Time of Performance. The services to be performed hereunder by the Consultant shall be undertaken and completed in such sequence as to assure their expeditious completion and best carry out the purposes of the agreement. The final draft will be presented to County officials on or before November 28, 1989.
4. Compensation. The County agrees to pay the Consultant a sum of \$33,408 for all services required herein, which shall include reimbursement for expenses incurred. This represents \$27,408 for the MSBU design of the engagement and \$5,568 for expenses. Payment for services will be rendered as outlined in Exhibit "B," *Project Budget*.
5. Changes. The County may, from time to time, require changes in the scope of the services of the Consultant to be performed hereunder. Such changes, which are mutually agreed upon by and between the County and the Consultant, shall be incorporated in written amendment to this agreement.

6. Services and Materials to be Furnished by the County. The County shall locally furnish the Consultant with all available necessary information, data, and material pertinent to the execution of this agreement. The County shall cooperate with the Consultant in carrying out the work herein and shall provide adequate staff for liaison with the Consultant and other agencies of County government. In addition, the County shall furnish adequate work space as outlined in their RFP.
  
7. Termination of Agreement for Cause. If, through any cause, the Consultant shall fail to fulfill in timely and proper manner his obligations under this agreement, the County shall thereupon have the right to terminate this agreement by giving written notice to the Consultant of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination.
  
8. Information and Reports. The Consultant shall, at such time and in such form as the County may require, furnish such periodic reports concerning the status of the project, such statements, certificates, approvals, and copies of proposed and executed plans and claims and other information relative to the project as may be requested by the County.
  
9. Notices. Any notices, bills, invoices, or reports required by this agreement shall be sufficient if sent by the parties in the United States mail, postage paid, to the addresses noted below:

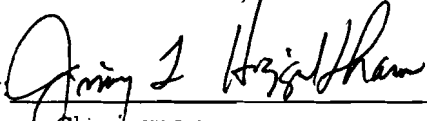
Mr. T. J. Greeson  
 Clerk of Courts  
 Nassau County  
 416 Centre Street  
 Fernandina Beach, Florida 32034


Mr. Robert E. Sheets  
 State Manager  
 David M. Griffith & Assoc., Ltd.  
 1521-A Killearn Center Boulevard  
 Tallahassee, FL 32308

IN WITNESS WHEREOF, the County and the Consultant have executed this agreement as of the date first written above.

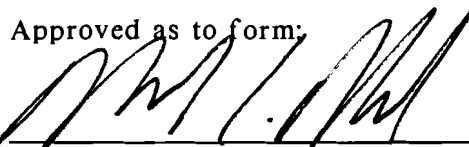
NASSAU COUNTY, FLORIDA

DAVID M. GRIFFITH & ASSOC. LTD.

By:   
 Chairman  
 Board of County Commissioners

By:   
 Robert E. Sheets  
 State Manager

Approved as to form:

  
 County Attorney

*Exhibit "A"*

*NASSAU COUNTY*

*WORKPLAN*

*Establishing Special Assessments for Fire, EMS and Public Safety*

*HOURS*

The following workplan has been developed to demonstrate the minimum level of effort DMG will put forth to carry out the task required to determine the special assessments for MSBU's for the above referenced County services.

*Task 1. Identify the Full Cost of MSBU Services.*

52

During this task, all costs associated with the delivery of those services funded through the counties MSBU's will be identified. This will include all direct and indirect costs. The most current financial information available will be used to establish base-line numbers. DMG, working with County staff, will develop five year projection of all respective MSBU costs.

*Task 2. Functionalized MSBU Cost.*

24

During this task, DMG will conduct a functional analysis of all costs. This is required to determine the detailed make-up of those costs that affect the level of MSBU's service. The break-down will provide, at a minimum, the following level of cost information:

- \* Direct Labor Costs
- \* Benefits
- \* Departmental Direct
- \* Departmental Overhead
- \* Cross-over Costs
- \* County Overhead
- \* Debt Service Cost
- \* Capital Improvement
  - Facilities
  - Equipment

***Task 3. Determine All Costs to be recovered through the MSBU Assessments.***

32

Once all costs has been determined and functionalized, DMG will continue the analysis to ascertain any costs that is not to be recovered through the MSBU assessments. This will include those portions of the services being provided above that are covered by state revenue, bond proceeds, or direct billings.

***Task 4. Determine all Non-MSBU Revenues that will be available to fund those specified County services.***

20

It should be the County's intent to ensure that all appropriate costs are recovered through the MSBU's assessments. It is sound fiscal management, however in certain cases to maximize specific revenue sources, if available, for funding certain services. During this task, DMG will determine if other revenue sources can be used to off-set portions of the costs being recovered through the MSBU.

One example would the costs associated with Emergency Medical Services provided by the County. Under this scenario, DMG will determine the Full Cost, as identified in Tasks 1, 2 and 3. In addition, however, DMG will also determine the maximum amount of revenue that could be generated through a direct charge for users of County EMS services. This is particularly important since a large percentage of EMS users have private insurance or are Medicaid/Medicare eligible. It would not be fair nor equitable to pass these costs through the special assessments.

***Task 5. Determine the most equitable assessment allocation formula.***

20

Once all costs to be recovered through the MSBU has been determined, DMG will thoroughly investigate the most equitable options available to the County for its use in allocating the costs of these services to its citizens.

Even though the County has in place existing MSBU ordinances based on an assessment per parcel, DMG would look at other options, such as:

- \* Assessment per acre, plus improvements
- \* Assessment per structure
- \* Assessment per square foot
- \* Assessment per linear feet (frontage)

**HOURS**

***Task 6. Calculate MSBU assessment for each service area.***

**36**

Based on the costs identified and the most equitable means for assessing, DMG will calculate the assessment fees for each service area. We will provide in detail, both are rationale and justification for each fee. The assessment fees will be projected for a five year period.

In addition, at the County's request, DMG will provide an analysis regarding any remaining alternatives for maximizing the benefits of MSBU service districts. This will include, but will not be limited to, such issues as providing MSBU services in the incorporated versus the unincorporated area.

***Task 7. Prepare draft report and review with County Management.***

**128**

During this task, DMG will prepare a preliminary draft report for review by County management. DMG will thoroughly review this document with the County's project team to insure a complete understanding and consensus regarding the study recommendations. Any changes and corrections will be made at this time.

***Task 8. Present final report.***

**24**

DMG will present study findings to Nassau County. This presentation can be done at several levels. Presentation to the departments involved, County management and County Commissioners is routine. Should the County require that DMG make presentations to any special interest groups, DMG will do so, at no cost to the County.

***Task 9. Project Close-out.***

**12**

DMG will ensure that all questions and issues have been resolved. Any final presentations or additional information necessary will be provided.

***Task 10. Annual Review.***

**N/A**

DMG would recommend that the County consider conducting an annual review of all MSBU costs and the relationship to revenues generated through the special assessments. This would ensure that the ad valorem taxes of the County were not being used to subsidize these services.

***TOTAL HOURS:***

**348**

*Exhibit "B"*

*NASSAU COUNTY*

*MSBU  
Project Budget*

<u>EMS and Fire MSBU</u>	<u>Hours</u>	<u>Fee</u>
Task 1. Identify Full Cost	36	\$ 3,060
Task 2. Functionalize Cost	16	1,200
Task 3. Cost Recovered by MSBU	24	1,800
Task 4. Non-MSBU Revenues	16	1,200
Task 5. Determine MSBU Rate Structure	16	1,200
Task 6. Calculate Rates	24	2,040
Task 7. Prepare Draft Report	88	7,480
Task 8. Present Final Report	16	1,600
Task 9. Project Close-Out	8	800
Task 10. Annual Review	<u>N/A</u>	<u>N/A</u>
<b>SUBTOTAL:</b>	<b>244</b>	<b>\$ 19,520</b>
 <u>Public Safety MSBU</u>		
Task 1. Identify Full Cost	16	\$ 1,280
Task 2. Functionalize Cost	8	640
Task 3. Cost Recovered by MSBU	8	640
Task 4. Non-MSBU Revenues	4	320
Task 5. Determine MSBU Rate Structure	4	320
Task 6. Calculate Rates	12	960
Task 7. Prepare Draft Report	40	3,200
Task 8. Present Final Report	8	640
Task 9. Project Close-Out	4	320
Task 10. Annual Review	<u>N/A</u>	<u>N/A</u>
<b>SUBTOTAL:</b>	<b>104</b>	<b>\$ 8,320</b>

*Exhibit "B" (Cont)*

*NASSAU COUNTY*

*MSBU  
Project Budget*

	<u>Hours</u>	<u>Fee</u>
<b>TOTAL LABOR:</b>	<b>348</b>	<b>\$ 27,840</b>
<b>Plus Travel/Expenses and Production Costs</b>		<b><u>5,568</u></b>
<b>TOTAL NOT-TO-EXCEED FEE:</b>		<b>\$ 33,408</b>

*Method of Payment*

DMG will bill at thirty (30) day intervals. Many DMG clients withhold a 10% retainer until the final presentation.



**DAVID M. GRIFFITH AND ASSOCIATES, LTD.**  
PROFESSIONAL SERVICES TO THE PUBLIC SECTOR  
1521-A KILLEARN CENTER BOULEVARD  
TALLAHASSEE, FLORIDA 32308 (904) 668-0363

August 24, 1989

Ms. Joanna Cason  
Deputy Clerk  
Nassau County  
416 Centre Street  
Fernandina Beach, Florida 32034

Dear Joanna:

Enclosed herewith are two executed copies of the contract, workplan and project budget for the MSBU engagement. Please return one fully executed copy of the contract to us.

As discussed by phone, Mark Carpenter will arrive on the morning of September 5, 1989 to begin the project. It is our hope to have the first meeting of all parties involved by Friday morning, September 8, 1989. Please contact me if you have any questions or need additional information. We look forward to working with the County on this very important project.

Sincerely,

A handwritten signature in black ink, appearing to read 'R. E. Sheets', with a long, sweeping horizontal line extending to the right.

Robert E. Sheets  
State Manager

RES:bjh

Enclosures