

CONTRACT APPROVAL FORM

(Contract Management Use only)

CONTRACT TRACKING NO.

CM1953

CONTRACTOR INFORMATION

Name: Government Services Group, Inc. and Nabors, Giblin & Nickerson, PA

Address: 1500 Mahan Drive, Suite 250 Tallahassee, Florida 32308

City State Zip

Contractor's Administrator Name: Camille P. Tharpe Title: Senior Vice President-GSG, Inc

Tel#: 850-681-3717 Fax#: _____ Email: ctharpe@govserv.com

CONTRACT INFORMATION

Contract Name: Fire Rescue Assessment Project Phase I Contract Value: \$30,000

Brief Description: Development of fire special assessment Phase I (BOCC approved 2-11-13)

Contract Dates : From March 2013 to July 2013 Status: New Renew Amend# WA/Task Order

How Procured: Sole Source Single Source ITB RFP RFQ Coop. Other Professional Services

If Processing an Amendment:

Contract #: _____ Increase Amount of Existing Contract: _____ No Increase

New Contract Dates: _____ to _____ TOTAL OR AMENDMENT AMOUNT: _____

APPROVALS PURSUANT TO NASSAU COUNTY PURCHASING POLICY, SECTION 6

- | | | | |
|----|--|------------------------|---|
| 1. | <u>[Signature]</u>
Department Head Signature | <u>3-15-13</u>
Date | <u>04223522-531000</u>
Funding Source/Acct # |
| 2. | <u>[Signature]</u>
Contract Management | <u>3-18-13</u>
Date | |
| 3. | <u>[Signature]</u>
County Attorney (approved as to form only) | <u>3-26-13</u>
Date | |
| 4. | <u>[Signature]</u>
Office of Management & Budget | <u>3-15-13</u>
Date | |

RECEIVED
COUNTY MANAGER'S
OFFICE
13 MAR 27 AM 10:35

Comments: _____

COUNTY MANAGER - FINAL SIGNATURE APPROVAL

[Signature]
Ted Selby Date 3/28/13

RECEIVED
CONTRACT MANAGEMENT
2013 APR -5 AM 9:56

RETURN ORIGINAL(S) TO CONTRACT MANAGEMENT FOR DISTRIBUTION AS FOLLOWS:

- Original: Clerk's Services; Contractor (original or certified copy)
- Copy: Department
- Office of Management & Budget
- Contract Management
- Clerk Finance

Professional Services Agreement

This Professional Services Agreement (the "Agreement") is entered into this 28th day of March, 2013, by and between Nassau County (the "County"), and Government Services Group, Inc. ("GSG"), a Florida corporation; and Nabors, Giblin & Nickerson, P.A. ("NG&N"), a Florida corporation. (GSG and NG&N are also collectively referred to herein as the "Assessment Professionals").

WITNESSETH

WHEREAS, the County has selected the Assessment Professionals to assist the County in developing special assessments to fund fire rescue services and facilities within the County for Fiscal Year 2013-14 (the "Fire Rescue Assessment Project"); and

WHEREAS, the County has authorized Phase One of the Fire Rescue Assessment Project; and

WHEREAS, the Assessment Professionals are well qualified and experienced in assisting local government with the development, implementation and annual update of non-ad valorem assessments and have agreed to make themselves available to provide professional services to assist the County in accomplishing the Fire Rescue Assessment Project for Fiscal Year 2013-14; and

WHEREAS, the Assessment Professionals 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 part of this Agreement.

2. Services to be Performed by the Assessment Professionals. The Assessment Professionals 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 Phase One of the Scope of Services attached hereto as Appendix A in order to assist the County in the development of the Fire Rescue 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 the Assessment Professionals for the Fire Rescue Assessment Project, and shall remain in effect for one (1) year, or until completion of the objective of this Agreement which is to assist the County in Phase One of the Fire Rescue Assessment Project. The Assessment Professionals shall promptly begin and diligently provide the professional services contemplated herein generally in accordance with the Deliverables Schedule attached hereto as Appendix A so that the County may achieve its objective. Accordingly, time is of the essence of this Agreement.

In the event of termination prior to the completion of the Fire Rescue Assessment Project provided for by this Agreement, such termination shall in no way prejudice the payments due to the Assessment Professionals for services rendered, provided that the termination is not due to a default on the part of the Assessment Professionals. 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 the Assessment Professionals is notified

of termination then being due and payable. In the event the County terminates this Agreement for any reason other than default by the Assessment Professionals prior to completion of the Fire Rescue Assessment Project and the County continues to proceed with such analysis, the County shall provide a written general release to the Assessment Professionals, which is unqualified and absolute, concerning all advice, work product, responsibility and liability arising under this Agreement relating to such analysis.

4. Schedule of Fees. For services to be provided hereunder by the Assessment Professionals, the Assessment Professionals shall work under a lump sum professional fee arrangement described in Phase One of the Scope of Services in Appendix A. The lump sum fee for professional services includes three on-site visits by the Assessment Professionals staff to the County. Any additional on-site meetings may be arranged at our standard hourly rates provided below. All expenses related to additional meetings will be billed in accordance 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 standard hourly rates for NG&N are as follows:

NABORS, GIBLIN & NICKERSON, P.A.

Firm Partners.....	\$225
Firm Associates.....	\$200

5. Cooperation of the County. It shall be the obligation of the County to timely provide the Assessment Professionals with all reasonably required information, data and records necessary to complete the Fire Rescue Assessment Project. The scope of services contemplated herein contemplates that the County will timely provide the necessary data required to develop the Fire Rescue Assessment Project and provide swift policy direction regarding various components of the analysis.

6. Documents. All documents, electronic media, and other data developed by the Assessment Professionals in connection with the Fire Rescue Assessment Project shall be reproduced and made available to the County by the Assessment Professionals 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 and for any reason, by written notice. In the event of such termination the Assessment Professionals 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 the Assessment Professionals is notified of termination.

8. Default Provision. In the event that the Assessment Professionals 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 the Assessment Professionals, may cancel and terminate this Agreement.

9. Conflict of Interest. The Assessment Professionals covenant 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. The Assessment Professionals covenant that, in the performance of this Agreement, no person having such conflicting interests shall be employed. Any such interests on the part of the Assessment Professionals or their employees must be disclosed in writing to the

County. Also, the Assessment Professionals 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.The Assessment Professionals warrant that they have neither employed nor retained any company or person to solicit or secure this Agreement; that they have 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.

The Assessment Professionals also warrant that to the best of their 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 the Assessment Professionals 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 the Assessment Professionals. 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, and the parties stipulate venue shall be in Nassau County, 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.The Assessment Professionals shall maintain during the terms of this Agreement professional liability insurance in a minimum amount of \$500,000 covering all liability arising out of the terms of this Agreement.

14. Nondiscrimination in Employment.The Assessment Professionals shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, national origin, handicap or marital status. The Assessment Professionals 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. The Assessment Professionals agree to post in conspicuous places, available to employees and applicants for employment, notices to be provided by their personnel officers setting forth the provisions of this equal opportunity clause.

15. Independent Contractor. The Assessment Professionals and their 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 the Assessment Professionals 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.The Assessment Professionals covenant and agree to use their 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, the Assessment Professionals cannot provide any indemnification or guarantee relative to any challenge to the validity of the assessment. The Assessment Professionals' 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 the Assessment Professionals and the direct costs related thereto shall be provided by the Assessment Professionals 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.

NASSAU COUNTY, FLORIDA:

Ted Selby, County Manager
96135 Nassau Place, Suite 2
Yulee, FL 32097
(904) 491-7370

GOVERNMENT SERVICES GROUP, INC.:

Camille P. Tharpe, Senior Vice President
1500 Mahan Drive, Suite 250
Tallahassee, Florida 32308
(850) 681-3717

NABORS, GIBLIN & NICKERSON, P.A.:

Heather Encinosa
1500 Mahan Drive, Suite 200
Tallahassee, Florida 32308
(850) 224-4070

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 Nassau 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.

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.

Math Aufuf
WITNESS

By: Camille P. Tharpe
CAMILLE P. THARPE

Jimmy Peters
WITNESS

NABORS, GIBLIN & NICKERSON, P.A.

Jimmy Peters
WITNESS

By: Heather Encinosa
HEATHER ENCINOSA

Sarah Blalock
WITNESS

NASSAU COUNTY

By: Jelly

ATTEST:

Nassau County Clerk

APPROVED AS TO FORM

County Attorney

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

WITNESS

WITNESS

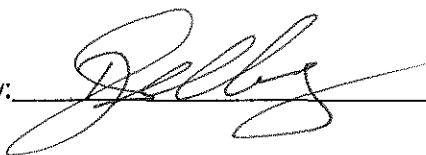
NABORS, GIBLIN & NICKERSON, P.A.

By: _____
HEATHER ENCINOSA

WITNESS

WITNESS

NASSAU COUNTY

By:  _____

ATTEST:

Not required under \$50,000
NassauCounty Clerk

APPROVED AS TO FORM

Not required under \$50,000
County Attorney

Appendix A

SCOPE OF SERVICES

Scope of Services

The scope of services is based on the following assumptions:

- The preliminary assessment methodology will be based upon the historical demand for fire services.
- The County will provide adequate fire incident data in electronic format that identifies the type of incident, the type of property where incident occurred, time in service and number of personnel that responded to each incident.
- The County will provide personnel to conduct any field work necessary to ensure complete data for the ad valorem tax roll and fire incident reports.
- The County will provide the necessary budget information and other data required to develop the assessment methodology and rates.
- The County will be active participants and provide timely direction for any outstanding issues as they arise.

PHASE ONE

- Task 1: Evaluate Reports and Research Issues** Evaluate the County'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 County'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** Develop method of assessment based on a "Historical Demand" methodology.
- Task 4: Determine Preliminary Revenue Requirements** Advise the County in determining the total fire service assessment revenue requirements to ensure the County 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 proposed methodology and revenue requirements for the assessment program.
- Task 8: Prepare and Present Assessment Report** Prepare and present an Assessment Report, which documents the proposed apportionment methodology and proforma assessment rates.

FEES AND COSTS

For the professional services and specialized assistance provided by GSG and NG&N for Phase One, we will work under a lump sum professional fee arrangement of \$30,000, of which \$22,000 is for professional services rendered by GSG and \$8,000 is for professional services rendered by NG&N. Except as noted below, the fee includes reimbursement for all out-of-pocket expenses. The fee for professional services for Phase One includes three (3) on-site visits by GSG and/or NG&N to the County.

Any additional on-site meetings by GSG or NG&N may be arranged at our standard hourly rates provided below. All expenses related to these requested meetings will be billed in accordance 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 and NG&N are as follows:

GOVERNMENT SERVICES GROUP, INC.

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Senior Project Manager/Consultant/Project Coordinator.....	\$160
Consultant/Database Analyst/Technical Services	\$130
Administrative Support.....	\$ 50

NABORS, GIBLIN & NICKERSON, P.A.

Firm Partners.....	\$225
Firm Associates.....	\$200

The lump sum fee does not include the costs of producing and mailing the statutorily required first class notices. Mailing and production costs depend on the number of assessable parcels of property within the assessment program area, but average approximately \$1.32 per parcel. Payment of mailing and production 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, 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 \$4,500 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 County is responsible for any and all newspaper publications, including, but not limited to, making arrangements for publications and any costs associated therewith.

The County is also responsible for any costs incurred to obtain information from the property appraiser or other public officials that is necessary for the project.

DELIVERABLES SCHEDULE

Deliverable	Schedule
Notice to Proceed	March 2013
Data Gathering and Analysis	March - April 2013
Determine Net Revenue Requirements	April 2013
Prepare Preliminary Assessment Roll	April - May 2013
Calculate Proforma Schedule of Rates	May - June 2013
Prepare and Present Assessment Report	June - July 2013

PAYMENT SCHEDULE

The lump sum fee for professional services and specialized assistance will be due and payable, based on the following schedule:

Schedule	Payment	Amount Due
May 2013	50% of Phase One lump sum fee	\$15,000
June 2013	50% of Phase One lump sum fee	\$15,000
Total Phase One		\$30,000