

# Professional Services Agreement #AGR2016-60

This Professional Services Agreement (the "Agreement") is entered into this \_\_\_\_ day of December 2016, by and between the City of Dunnellon (the "City"), and Government Services Group, Inc. ("GSG"), a Florida corporation.

## WITNESSETH

WHEREAS, the City desires to conduct a study to examine the possibility of developing and implementing a non-ad valorem assessment program to fund fire services within the City ("Fire Services Assessment Study"); and

WHEREAS, the City is interested in developing a non-ad valorem assessment program to fund the City's portion of costs associated with providing a benefit to parcels within the City through the rendering of fire services; and

WHEREAS, GSG is well qualified and experienced in assisting local governments with the development and implementation of non-ad valorem assessments and has agreed to make themselves available to provide professional services and specialized assistance to assist the City.

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 City Clerk/Interim Manager, or representative designees, provide the professional services and specialized assistance described in the Scope of Services in order to assist the City in the development of the Fire Services Assessment Study.
- 3. Term of the Agreement and Time Requirements.** This Agreement shall become effective upon the signature by the duly authorized representative of the City and GSG for the Fire Services Assessment Study, and shall remain in effect for one (1) year, or until completion of the objective of this Agreement which is to conduct a study to examine the possibility of developing an assessment program to fund fire services within the City.

GSG shall promptly begin and diligently provide the professional services and specialized assistance contemplated in the Scope of Services. The rendering of such professional services and specialized assistance shall be in accordance with the deliverables schedule described in the Scope of Services.

So that the City may achieve its objectives, it is hereby acknowledged and recognized that, for purposes of this agreement and all appendices attached hereto, time is of the essence.

In the event of termination prior to the completion of the Fire Services Assessment Study provided for by and through 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 City, at its sole option, may decide not to move forward at any time, with only the expended professional fees, costs and expenses actually incurred through the date GSG are notified of termination then being due and payable. In the event the City terminates this Agreement prior to completion of the Fire Services Assessment Study, for any reason other than default by GSG, and the City continues to proceed with a fire services assessment program, the City 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.

- 4. **Schedule of Fees.** For services to be provided hereunder by GSG, GSG shall work under a lump sum professional fee arrangement described in the Scope of Services. The lump sum fee for professional services includes one (1) on-site visit for Phase I and two (2) on-site visits for Phase II by GSG staff to the City. 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

- 5. **Cooperation of the City.** It shall be the obligation of the City to timely provide GSG with all reasonably requested and required information, data and records necessary and/or required to develop the Fire Services Assessment Study.

The Scope of Services contemplates that the City will timely provide the necessary budgetary information, call data information, property data, service delivery information and other reasonably requested and required information, data and records necessary and/or required to develop the Fire Services Assessment Study. The Scope of Services contemplates that the City will timely provide necessary and/or required staff to conduct any field research (e.g., activities necessary to supplement incomplete data on the ad valorem tax roll, etc.) and provide swift policy direction regarding various components of the methodology necessary and/or required for continued progression of the Fire Services Assessment Study.

- 6. **Documents.** All documents, electronic media, and other data developed by GSG in connection with the Fire Services Assessment Study shall be reproduced and made available to the City by GSG at any time upon request of the City. 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 City upon written request.

- 7. Termination.** The City 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, as well as any costs and/or expenses for actual expended services 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 City, in addition to all other remedies available by law, at its sole option, 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 City. GSG covenants 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 City. Also, GSG is aware of the Conflict of Interest laws for the State of Florida, and agree that they shall fully comply in all respects with the terms of said laws.
- 10. Award of Agreement.** GSG warrants that they have neither employed nor retained any company or person to solicit or secure this Agreement, and 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.

GSG also warrants that, to the best of their knowledge and belief, no office holder or employee of the City 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 City 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 City 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 covering all liability arising out of the terms of this Agreement.
- 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 City; 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 City.

- 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 City's prior written consent, which may be withheld at the City's sole discretion.
- 17. Best Efforts.** GSG covenants and agrees to use their best efforts to assist in accomplishing the City'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 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 City, by developing remedies and procedures for the City within any implementation documents that are developed for or adopted by the City. Reassessment or the development and reassessment of any remedy or cure resulting from an administrative error or omission by GSG, and the direct costs related thereto, shall be provided by GSG at no additional charge to the City.
- 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.

#### **CITY OF DUNNELLON**

Dawn M. Bowne  
Interim City Manager  
20750 River Drive  
Dunnellon, FL 34431  
352-465-8500

#### **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

- 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 the City of Dunnellon, 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.

**21. Public Records.**

- A. GSG shall maintain public records required by the City to perform the services.
- B. Upon request from the City's custodian of public records, GSG shall provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law.
- C. GSG 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 for the duration of the contract term and following completion of the contract if GSG does not transfer the records to the City.
- D. Upon completion of this contract, GSG shall transfer, at no cost, to City all public records in possession of GSG or keep and maintain public records required by City to perform the service. If GSG transfers all public records to City upon completion of the contract, GSG shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If GSG keeps and maintains public records upon completion of the contract, GSG shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to City, upon request from City's custodian of public records, in a format that is compatible with the information technology systems of City.

**IF GSG HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO GSG'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:**

**CITY CLERK'S OFFICE  
CITY OF DUNNELLON  
20750 RIVER DRIVE  
DUNNELLON, FL 34431  
DBOWNE@DUNNELLON.ORG  
(352) 465-8500**

**22. Indemnification.** GSG agrees to protect, defend, indemnify and hold the City and its officers, employees, and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities of every kind and character arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings, or causes of action of every kind and character in connection with or arising directly or indirectly out of this Agreement and/or the performance hereof and caused by the negligence of GSG or any subcontractors of GSG.

**23. Venue, Attorney's Fees.** Venue for any action for claims arising from or relating to claims arising from this Agreement shall lie in Marion County, Florida. The prevailing party in any action, lawsuit, appeal, or other legal proceeding shall be entitled to recover from the non-prevailing party all reasonable attorneys' fees, costs, and expenses incurred by the prevailing party, and in all efforts to collect any recovery by the prevailing party.

IN WITNESS WHEREOF, the parties hereto have, through their proper and duly authorized officials, executed this Agreement.

**GOVERNMENT SERVICES GROUP, INC.**

By: \_\_\_\_\_  
CAMILLE P. THARPE DATE

**City of Dunnellon**

By: \_\_\_\_\_  
WALTER GREEN, MAYOR DATE

**ATTEST:**

\_\_\_\_\_  
DAWN M. BOWNE CITY CLERK/  
INTERIM CITY MANAGER

\_\_\_\_\_  
DATE

**APPROVED AS TO FORM:**

\_\_\_\_\_  
CITY ATTORNEY

\_\_\_\_\_  
DATE

From: Jeff Rackley  
To: Dawn Bowne  
Cc: Camille Tharpe  
Subject: RE: Scope of Services Timeline - GSG contract/scope  
Date: Friday, December 09, 2016 11:03:58 AM  
Attachments: City of Dunnellon Fire Assessment Study Proposal 12-9-16.pdf

Dawn,

Please see the attached. This includes all requested changes except the language that was requested under task 3 relating to an assessment of the level of service being provided. We will perform a detailed budget analysis and make sure that all appropriate assessable costs are included. We will also assist the City with developing the assessable budget to include any service level changes/modifications such as additional staffing, apparatus, stations, etc., but we would not be performing any analysis relating to the level of service that the City has decided to provide.

Thanks,  
Jeff

Jeff Rackley  
Senior Project Manager  
Government Services Group, Inc.  
1500 Mahan Drive, Suite 250  
Tallahassee, FL 32308  
(850) 681-3717 office

*GSG is proudly celebrating 20 years of serving Florida Governments!*

From: Dawn Bowne [mailto:dbowne@dunnellon.org]  
Sent: Thursday, December 8, 2016 8:00 PM  
To: Camille Tharpe <CTharpe@govserv.com>  
Cc: Jeff Rackley <JRackley@govserv.com>; Loretta Barton <LBarton@dunnellon.org>; Mandy Roberts <mroberts@dunnellon.org>; Lynn Wyland <lwyland@dunnellon.org>; Chuck Dillon <cdillon@dunnellon.org>; Rick Hancock <rhancock@dunnellon.org>; Larry Winkler <lwinkler@dunnellon.org>; Walter Green <>wgreen@dunnellon.org>; Valerie Hanchar <vhanchar@dunnellon.org>; 'LARRY WINKLER' <lapwinkler@bellsouth.net>; Valerie Porter-Hanchar <ap3@aol.com>  
Subject: RE: Scope of Services Timeline - GSG contract/scope  
Importance: High

Camille:  
Here is the timeline and pay schedule change per your request needed to the Scope of Services since we are delayed in approving this scope and issuing the notice to proceed. I attempted to amend the PDF version of the scope of services to meet the concerns of council that these items be addressed and spelled out in the scope. These are all items we discussed in email and over the phone or during your presentation and you have indicated they would be addressed. You will find these minor changes below where I have underlined and highlighted additional text in red that our Council would like to add. This will just insure the Council will approve without hesitation on Monday. I attempted to amend the document, but because I am trying to edit a PDF and not the original editable document is became a formatting problem and clumping up the text. Can Jeff make these additions along with amending the timeline and email back to me asap for publication on the agenda? Thanks so much Camille.

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**

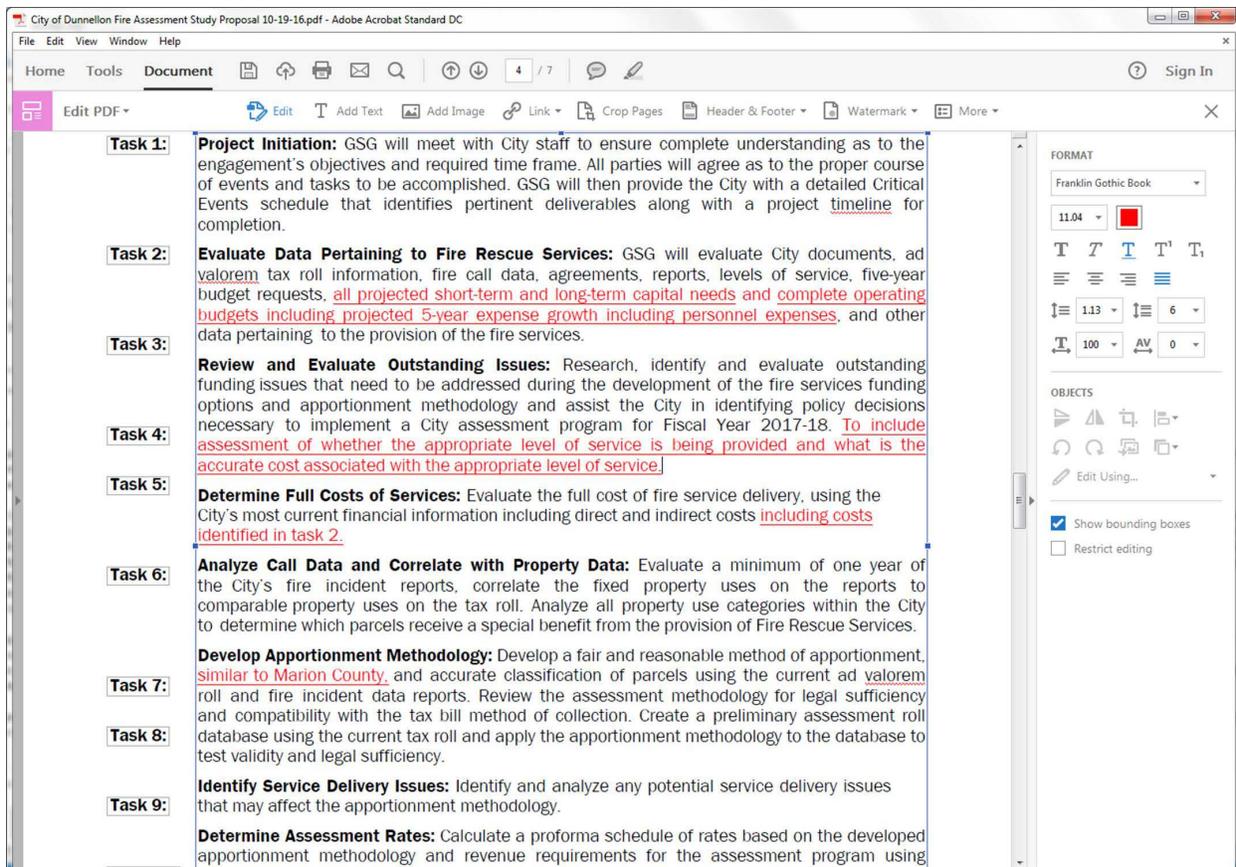
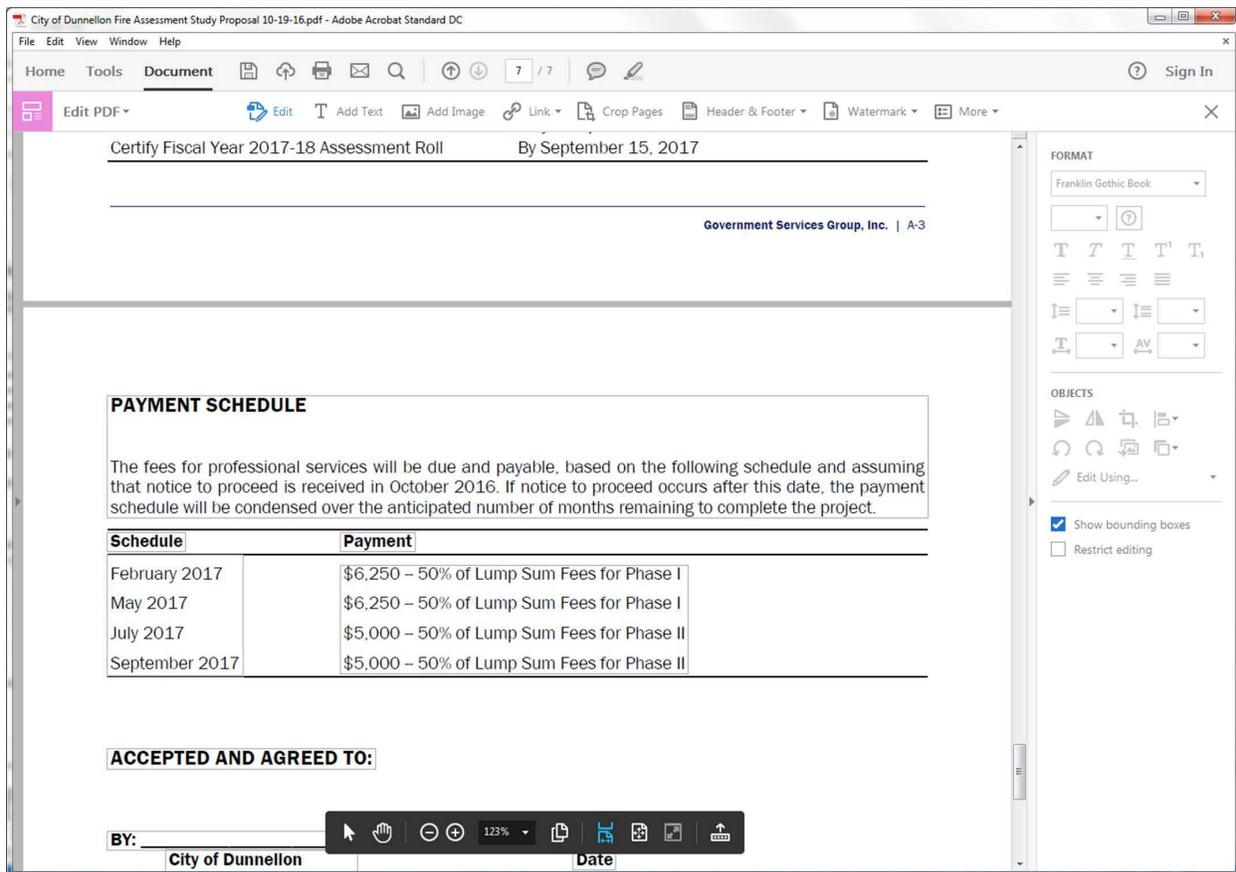
**PHASE I**

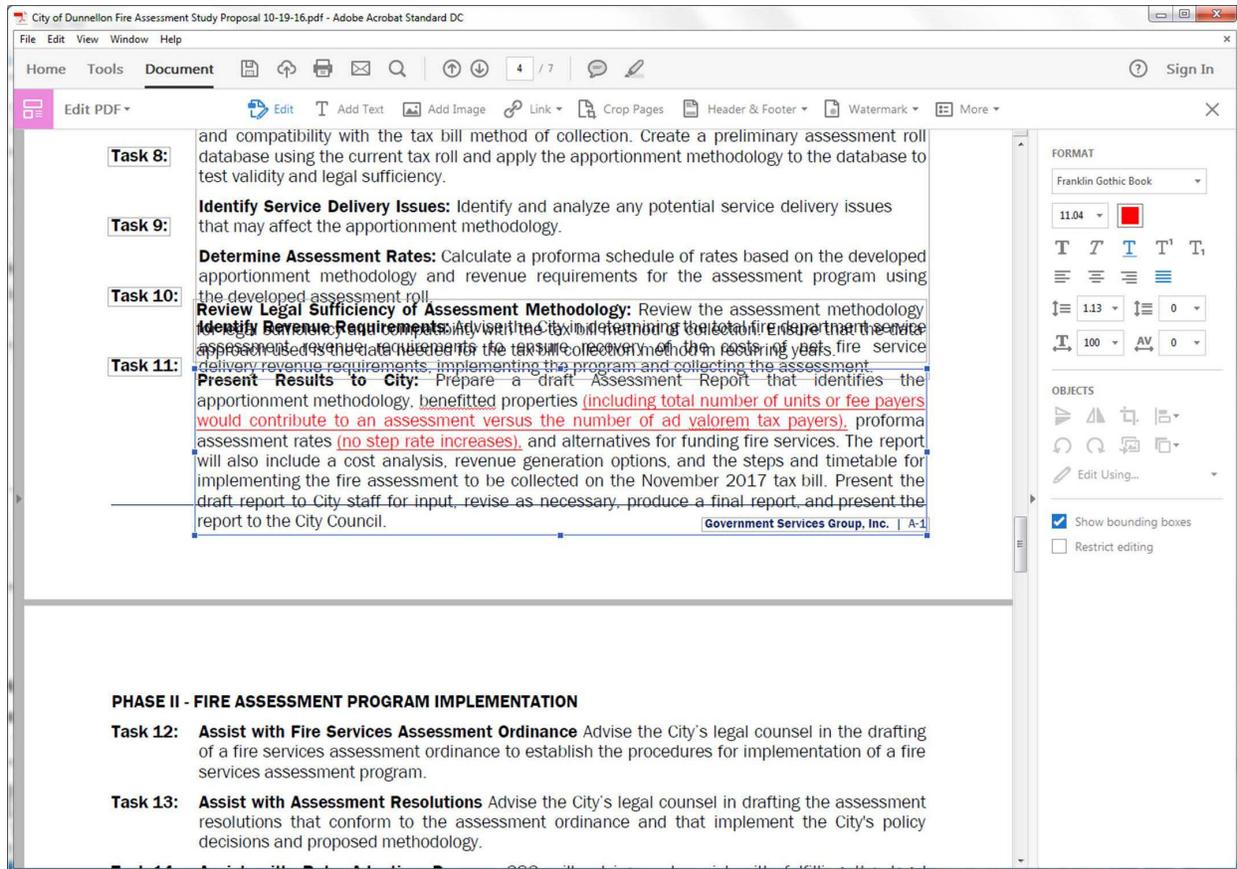
Deliverable	Schedule
Notice to Proceed	December 2016
Kick-off Meeting/Data Collection	December – February 2017
Data Analysis	January – February 2017
Proforma Budget Development	January – February 2017
Proforma Assessment Rates	February 2017 – March 2017
Assessment Report	March – April 2017

**PHASE II**

Deliverable	Schedule
Ordinance	March – April 2017
Initial Assessment Resolution	April – July 2017
First Class/TRIM Notices	April – August 2017
Published Notice	April – August 2017
Final Assessment Resolution	May – September 2017
Certify Fiscal Year 2017-18 Assessment Roll	By September 15, 2017

Government Services Group, Inc. | A-3





*Dawn M. Bowne*

Dawn M. Bowne  
City Clerk, Interim City Manager  
City of Dunnellon  
29750 River Drive  
Dunnellon, FL 33498  
562-465-5300 ext 1002  
[dbowne@dunnellon.org](mailto:dbowne@dunnellon.org)  
[www.dunnellon.org](http://www.dunnellon.org)

**Please Note:** Florida has a very broad public records law. Written communication to or from city officials regarding city business is public record and open to inspection including names, addresses, and email addresses. Therefore, your email communication may be subject to public disclosure.

**From:** Camille Tharpe [<mailto:CTharpe@govserv.com>]  
**Sent:** Thursday, December 08, 2016 5:10 PM  
**To:** Dawn Bowne <[dbowne@dunnellon.org](mailto:dbowne@dunnellon.org)>  
**Cc:** Jeff Rackley <[JRackley@govserv.com](mailto:JRackley@govserv.com)>; Loretta Barton <[LBarton@dunnellon.org](mailto:LBarton@dunnellon.org)>; Mandy Roberts <[mroberts@dunnellon.org](mailto:mroberts@dunnellon.org)>; Lynn Wyland <[lwyland@dunnellon.org](mailto:lwyland@dunnellon.org)>  
**Subject:** Re: Scope of Services Timeline

Probably. I'm still driving. Can we get it to you tomorrow?

Or you can cross through these dates and add dates that are 2 months later and initial the changes.

Camille P. Tharpe  
Senior Vice President  
Government Services Group, Inc.  
1500 Mahan Drive Suite 250  
Tallahassee, FL 32308  
(850) 681-3717 office  
(850) 294-0819 cell  
[ctharpe@govserv.com](mailto:ctharpe@govserv.com)

Sent from my iPhone

On Dec 8, 2016, at 4:01 PM, Dawn Bowne <[dbowne@dunnellon.org](mailto:dbowne@dunnellon.org)> wrote:

Camille:

Do we need to amend the timeline provided in the Scope of Services since we didn't approve this and provide Notice to Proceed in October as outlined? The agreement and the scope defer to this schedule below with assessment report completed January – Feb timeframe. Let me know asap and I will hold off publishing this document on agenda until the morning.

Current Scope:

<image001.jpg>

*Dawn M. Bowne*

December 9, 2016

**Via E-Mail Transmission**

Dawn M. Bowne  
City Clerk/Interim City Manager  
City of Dunnellon  
20750 River Drive  
Dunnellon, FL 34431

**Re: City of Dunnellon – Fire Services Assessment Program Proposal**

Dear Ms. Bowne,

This correspondence is written to present a scope of services for Government Services Group, Inc. (“GSG”) to provide professional services and specialized assistance to the City of Dunnellon (“City”) and its staff with the development of a non-ad valorem funding alternative for the City’s fire services through the development of a special assessment program.

The objective of this project is to develop non-ad valorem special assessments based on public policy established by the City within the constraints of readily available data and legal precedent. To fulfill this objective, we will accomplish the following tasks:

- (1) Provide specialized services that assist the City in developing a legally defensible method of apportioning the assessments;
- (2) Review of the legal documents prepared by the City Attorney that provide the implementation documentation for imposing and collecting the special assessments using the tax bill collection method for Fiscal Year 2017-18; and
- (3) Provide an assessment roll that will collect the annual assessments; the roll will be capable of being efficiently updated in subsequent years.

The attached work plan is designed to provide the following deliverables during this project:

- An Assessment Report which includes (a) the assessment cost calculations, (b) the description of the apportionment methodology, and (c) an implementation schedule;
- Review of all implementing resolutions for the annual assessment program that will allow for collection using the tax bill collection method for Fiscal Year 2017-18;
- Billing algorithms necessary to calculate the fire protection assessments pursuant to the proposed methodology;
- The final fire assessment rates;
- An assessment roll in an electronic format capable of merging with the City’s real property tax roll in conformity with the requirements of the uniform method of collection for Fiscal Year 2017-18; and,

December 9, 2016

Page 2

- The statutorily required notice and billing documentation that is required for using the tax bill collection method for the annual assessment program in subsequent years.

Attached as Appendix A is the work plan under which GSG will assist the City in developing and implementing the assessment program. The scope of services is based on the assumption that the City will be an active participant and provide all of the requisite information and data to develop the Assessment Methodology. GSG will work under a lump sum professional fee arrangement as described in the attached scope of services. The appendix also provides a list of project deliverables, delivery schedule and payment schedule. Upon receiving notice to proceed, we will provide a detailed critical events calendar and a schedule for project deliverables that is tailored to the City.

The professional fees required to assist the City in developing and implementing the contemplated assessment program does not include litigation defense services. However, we do all of our work with an eye on potential legal challenges in an attempt to maximize both the efficiency and the effectiveness of any defense. In the event there is a challenge, we would be available, on an hourly basis, to assist the City in its defense. Upon review and satisfactory determination, please execute where indicated to acknowledge acceptance of the attached proposal and to serve as proper Notice to Proceed. Upon execution, please provide our office with a signed copy for our files.

We look forward to working with the City of Dunnellon on this very important project. If you or any other City officials have any questions, please feel free to contact me.

Sincerely,

A handwritten signature in black ink that reads "Camille P. Tharpe". The signature is written in a cursive, flowing style.

Camille Tharpe  
Senior Vice President

# Appendix A

FIRE SERVICES ASSESSMENT PROPOSAL  
FISCAL YEAR 2017-18

# Scope of Services

## PHASE I - FIRE ASSESSMENT PROGRAM DEVELOPMENT

- Task 1: Project Initiation:** GSG will meet with City staff to ensure complete understanding as to the engagement's objectives and required time frame. All parties will agree as to the proper course of events and tasks to be accomplished. GSG will then provide the City with a detailed Critical Events schedule that identifies pertinent deliverables along with a project timeline for completion.
- Task 2: Evaluate Data Pertaining to Fire Rescue Services:** GSG will evaluate City documents, ad valorem tax roll information, fire call data, agreements, reports, levels of service, five-year budget requests, all projected short-term and long-term capital needs and complete operating budgets including projected 5-year expense growth including personnel expenses and other data pertaining to the provision of the fire services.
- Task 3: Review and Evaluate Outstanding Issues:** Research, identify and evaluate outstanding funding issues that need to be addressed during the development of the fire services funding options and apportionment methodology and assist the City in identifying policy decisions necessary to implement a City assessment program for Fiscal Year 2017-18.
- Task 4: Determine Full Costs of Services:** Evaluate the full cost of fire service delivery, using the City's most current financial information including direct and indirect costs including costs identified in task 2.
- Task 5: Analyze Call Data and Correlate with Property Data:** Evaluate a minimum of one year of the City's fire incident reports, correlate the fixed property uses on the reports to comparable property uses on the tax roll. Analyze all property use categories within the City to determine which parcels receive a special benefit from the provision of Fire Rescue Services.
- Task 6: Develop Apportionment Methodology:** Develop a fair and reasonable method of apportionment, similar to Marion County, and accurate classification of parcels using the current ad valorem roll and fire incident data reports. Review the assessment methodology for legal sufficiency and compatibility with the tax bill method of collection. Create a preliminary assessment roll database using the current tax roll and apply the apportionment methodology to the database to test validity and legal sufficiency.
- Task 7: Identify Service Delivery Issues:** Identify and analyze any potential service delivery issues that may affect the apportionment methodology.
- Task 8: Determine Assessment Rates:** Calculate a proforma schedule of rates based on the developed apportionment methodology and revenue requirements for the assessment program using the developed assessment roll.
- Task 9: Identify Revenue Requirements:** Advise the City in determining the total fire department service assessment revenue requirements to ensure recovery of the costs of net fire service delivery revenue requirements, implementing the program and collecting the assessment.
- Task 10: Review Legal Sufficiency of Assessment Methodology:** Review the assessment methodology for legal sufficiency and compatibility with the tax bill method of collection. Ensure that the data approach used is the data needed for the tax bill collection method in recurring years.
- Task 11: Present Results to City:** Prepare a draft Assessment Report that identifies the apportionment methodology, benefitted properties (including the total number of units or fee payers that would contribute to an assessment versus the number of ad valorem tax payers), proforma assessment

rates (no step rate increases), and alternatives for funding fire services. The report will also include a cost analysis, revenue generation options, and the steps and timetable for implementing the fire assessment to be collected on the November 2017 tax bill. Present the draft report to City staff for input, revise as necessary, produce a final report, and present the report to the City Council.

## **PHASE II - FIRE ASSESSMENT PROGRAM IMPLEMENTATION**

**Task 12: Assist with Fire Services Assessment Ordinance** Advise 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 13: Assist with Assessment Resolutions** Advise 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.

**Task 14: 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 15: 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 16: 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**

### **PHASE I**

For the professional services and specialized assistance described in Phase I of the Scope of Services, GSG will work under a "lump sum" fee arrangement of \$12,500. 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 I includes a total of one (1) on-site visit to the City by GSG staff.

### **PHASE II**

For the professional services and specialized assistance described in Phase II of the Scope of Services, GSG will work under a "lump sum" fee arrangement of \$10,000. 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 II includes a total of two (2) on-site visits to the City by GSG staff.

Additional on-site meetings may be arranged at our standard hourly rates, as authorized by the City. Expenses related to on-site meetings will be billed in accordance with section 112.061, Florida Statutes. In lieu of on-site visits, GSG staff can be available to participate in periodic telephone conferences to discuss project status.

GSG’s standard hourly rates 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 the statutorily required first class notices (if required) and/or separate bills. 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 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 and if U.S. postage rates increase prior to mailing, the additional postage per notice will be charged.

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 also responsible for any costs incurred to obtain information from the property appraiser or other public officials 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**

**PHASE I**

<b>Deliverable</b>	<b>Schedule</b>
Notice to Proceed	December 2016
Kick-off Meeting/Data Collection	December 2016 – January 2017
Data Analysis	January – February 2017
Proforma Budget Development	January – February 2017
Proforma Assessment Rates	February – March 2017
Assessment Report	March – April 2017

**PHASE II**

<b>Deliverable</b>	<b>Schedule</b>
Ordinance	April – May 2017
Initial Assessment Resolution	April – July 2017
First Class/TRIM Notices	April – August 2017
Published Notice	April – August 2017
Final Assessment Resolution	May – September 2017
Certify Fiscal Year 2017-18 Assessment Roll	By September 15, 2017

**PAYMENT SCHEDULE**

The fees for professional services will be due and payable, based on the following schedule and assuming that notice to proceed is received in December 2016. If notice to proceed occurs after this date, the payment schedule will be condensed over the anticipated number of months remaining to complete the project.

<b>Schedule</b>	<b>Payment</b>
February 2017	\$6,250 – 50% of Lump Sum Fees for Phase I
May 2017	\$6,250 – 50% of Lump Sum Fees for Phase I
July 2017	\$5,000 – 50% of Lump Sum Fees for Phase II
September 2017	\$5,000 – 50% of Lump Sum Fees for Phase II

**ACCEPTED AND AGREED TO:**

BY: \_\_\_\_\_  
City of Dunnellon

\_\_\_\_\_  
Date