

## MEMORANDUM

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December 18, 2014

**TO:** Honorable Mayor and City Commission

**VIA:** Ken Fields, City Manager

**FROM:** Joe Jenkins, Fire Chief

**RE:** Piggyback Agreement - Fire Assessment Fee Study

**SYNOPSIS:** The approval will allow Government Services Group (GSG) to conduct a fire assessment fee study.

### RECOMMENDATION

It is recommended that the City Commission take the following action:

1. Approve a piggyback agreement with Government Services Group (GSG) to conduct a fire assessment fee study for \$28,500.00.
2. Authorize the City Manager to execute the appropriate documents.

### BACKGROUND

The Lake Wales Fire Department has been providing fire protection to property owners in areas outside of the City since 1976. Each year the city enters into an Outside Fire Protection Agreement (OPA) with Polk County. As part of the agreement, the City receives 50% of the fire assessment fees collected for all residential and commercial property within the contract area. Currently, this agreement provides for additional general fund revenues in the amount of \$257,577.00.

The City was notified in August of this year that Polk County would not seek an OPA with the City of Lake Wales beyond the current fiscal year. The County has subsequently reaffirmed this decision for all the cities in the county that had OPA agreements. The result of the county's decision is a reduction of \$257,577.00 in general fund revenues for next year. While there may be a slight reduction in the City's cost of fuel and wear and tear on vehicles, the City will not be able to reduce its overall costs enough to offset the loss of county funding.

The City adopted a fire assessment fee ordinance in 2008, but did not adopt a final assessment resolution which would set the rate of the fire assessment fee. As a result of the County's decision many of the municipalities in the county which have not implemented fire assessments are now in the process of considering doing so. GSG will determine the maximum amount of fire assessment fees that can be collected and provide a legally defensible method of apportioning the assessments. The City Commission will be able to set an actual rate or none at all as part of the budget process for 2016 once this analysis is completed.

GSG is currently performing the necessary analysis for Polk County and other local governments and is therefore familiar with the available data, has the necessary relationships with the affected County offices and has been awarded contracts under competitively bid processes. The City will therefore be able to "piggy back" on those contracts.

## **OTHER OPTIONS**

Do not approve the contract with GSG and not have the option to implement a fire assessment for the 2016 budget year.

## **FISCAL IMPACT**

\$28,500.00 in study costs. These costs are an eligible expense to be included in the assessment and are therefore recoverable if an assessment is implemented.

## **ATTACHMENTS**

Lake Wales GSG Proposal  
Mount Dora GSG Agreement  
Piggyback Agreement

Other purchasing documents are made available upon request.

December 17, 2014

**Via Email Transmission**

Kenneth Fields  
City Manager  
City of Lake Wales, Florida  
P.O. Box 1320  
201 W. Central Ave.  
Lake Wales, FL 33853-1320

**Re: City of Lake Wales – Fire Services Assessment Update/Development Proposal**

Dear Mr. Fields,

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 Lake Wales (“City”) and its staff with the update/development of a fire services special assessment program.

The objective of this project is to update/develop 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 provide the following:

1. Specialized services that assist the City in developing a legally defensible method of apportioning the assessments;
2. An Assessment Report which includes the assessment cost calculations and the description of the apportionment methodology;
3. Billing algorithms necessary to calculate the fire services assessments pursuant to the proposed methodology; and
4. The final fire assessment rates.

The proposed scope of services and fees contemplates a phased approach to the assessment program. Phase One of this proposal includes those tasks associated with the development of preliminary proforma assessment rates. An Assessment Report will be prepared and presented at the end of Phase One. It is at the end of Phase One that the City will be able to make an informed decision regarding whether to proceed with implementing the assessment program.


Phase Two includes the specific work effort required for the implementation of the program based on the City’s policy direction as determined from the findings provided in Phase One. Phase Two is comprised of those steps necessary should the City decide to move forward with any recommended assessment program.

Accordingly, attached as Appendix A is the work plan under which GSG will assist the City in updating/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. Upon completion of the attached scope of services, GSG would provide a proposed scope of services and fees to assist the City in implementation of the assessment program.

Upon review and satisfactory determination, please sign 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 Lake Wales on this very important project. If you have any questions or need additional information, please feel free to contact me at [ctharpe@govserv.com](mailto:ctharpe@govserv.com) or Sandi Melgarejo at [smelgarejo@govserv.com](mailto:smelgarejo@govserv.com) or (850) 681-3717.

Sincerely,

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

Camille P. Tharpe  
Senior Vice President

# Appendix A

FIRE SERVICES ASSESSMENT PROGRAM UPDATE/DEVELOPMENT

# Fire Services Assessment Program Update/Development

## PHASE 1

- Task 1: Project Initiation** GSG will conduct a kick-off meeting with City staff to discuss the proposed assessment program, obtain data and information and explain the preliminary approach to the fire services assessment program and a general method for identifying and apportioning the City's fire services costs. Evaluate existing fire budget, reports, contracts for service and other data relating to the provision and proposed provision of fire services in the City.
- Task 2: Evaluate Reports and Research Issues** Evaluate the City's ad valorem tax roll information, fire call data, agreements, reports and other data pertaining to the provision of fire rescue services.
- Task 3: Identify Full Costs of Service** Identify the full cost of the fire protection service delivery using the City's most current financial information and identify service delivery issues which may affect the apportionment methodology. Identify the alternative sources of revenue to fund the service delivery costs and determine the net service delivery revenue requirements.
- Task 4: Determine Preliminary Revenue Requirements** Determine the total fire protection assessment revenue requirements to ensure the City recovers the costs of: (a) net fire protection service delivery revenue requirements, (b) implementing the program and (c) collecting the assessments.
- Task 5: Create the Preliminary Assessment Database** GSG will import updated Property Appraiser data to construct the preliminary assessment database for the assessment program. Corrections from the City will be applied to the updated data to determine the billing units for rate calculation purposes.
- Task 6: Apportionment Methodology** Using the ad valorem roll and assessment database, fire rescue incident data and revenue requirements, GSG will develop the apportionment methodology and apply to the assessment database to test the data validity and legal sufficiency. We will revise the apportionment methodology, as necessary.
- Task 7: Calculate Proforma Schedule of Rates** Calculate proforma schedule of rates based on the apportionment methodology and revenue requirements for the Fiscal Year 2015-16 assessment program.
- Task 8: Prepare and Present Assessment Report** GSG will prepare and present an Assessment Report that documents the work effort to date and includes the description of the apportionment methodology, the assessment cost calculations, and proforma assessment rates.

## PHASE 2

- Task 9: Initial Assessment Resolution** Advise and assist City Attorney on the initial assessment resolution that conforms to the assessment ordinance and that implements the City's policy decisions and proposed methodology.
- Task 10: Final Assessment Resolution** Advise and assist City Attorney on the final assessment resolution that conforms to the assessment ordinance and adopts final assessment rates.

**Task 11: Assist with Rate Adoption Process** Advise and assist with fulfilling the legal requirements for the adoption of the final assessment rate resolution and certification of the assessment roll in accordance with section 197.3632, Florida Statutes, including:

**(a) Produce Notice Roll** Create the notice roll by applying the rates to the assessment roll.

**(b) Development and Distribution of First Class Notice** Develop the first class notice and its distribution to any affected property owners.

**(c) Attendance at Public Hearing** Attend statutorily required public hearing and provide assistance as needed.

**Task 12: 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 13: Certify, Export and Transmit the Final Assessment Roll in Conformance with Uniform Method** Using the final assessment roll, we will prepare export files on compatible electronic medium capable of merger with the ad valorem tax roll files and transmit the file to the Tax Collector in the prescribed format.

## **COMPETITIVE BID STATEMENT**

### **City of Mount Dora**

GSG was hired through a competitive bid process by the City of Mount Dora to develop a fire assessment fee program. GSG received notice to proceed on May 20, 2014.

## FEES AND COSTS

For the professional services and specialized assistance described in this Scope of Services, GSG will work under a lump sum fee arrangement of \$20,000 for Phase 1 and \$8,500 for Phase 2. The fee for professional services includes three (3) on-site visits by GSG staff to the City in Phase 1 and two (2) on-site visits by GSG staff to the City in Phase 2. Any additional on-site meetings may be arranged at a flat negotiated fee or at our standard hourly rates provided below. All expenses related to additional 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 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. 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. Should U.S. postage rates increase prior to mailing (currently \$0.49), 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 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.

## PRELIMINARY SCHEDULE

Event	Schedule
Notice to Proceed	January 2015
Kick-off Meeting/Data Collection	January - February 2015
Data Analysis	January - February 2015
Proforma Budget Development	January - February 2015
Proforma Assessment Rates	March 2015
Prepare and Present Assessment Report	March 2015
Adopt Assessment Ordinance	April 2015
Adopt Initial Assessment Resolution	April - May 2015
Publish Notice of Public Hearing	May - June 2015
Mail First Class Notices	May - June 2015
Adopt Final Assessment Resolution	June 2015
Certify Assessment Roll to Tax Collector	by September 15, 2015



# PAYMENT SCHEDULE

The fee for professional services will be due and payable, based on the following schedule and assuming that notice to proceed is received in January 2015. 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.

Payment Due	Percent of Total	Amount Due
<b>Phase 1</b>		
January 2015	25% of Phase 1 fee	\$5,000.00
February 2015	25% of Phase 1 fee	\$5,000.00
March 2015	25% of Phase 1 fee	\$5,000.00
April 2015	25% of Phase 1 fee	\$5,000.00
<b>Phase 2</b>		
May 2015	50% of Phase 2 fees	\$4,250.00
June 2015	50% of Phase 2 fees	\$4,250.00
<b>Total</b>		<b>\$28,500.00</b>

# ACCEPTED AND AGREED TO:

BY: \_\_\_\_\_  
CITY OF LAKE WALES                      DATE

# Professional Services Agreement

This Professional Services Agreement (the "Agreement") is entered into this 13th day of May, 2014, by and between the City of Mount Dora (the "City"), and Government Services Group, Inc. ("GSG"), a Florida corporation.

## WITNESSETH

WHEREAS, the City desires to conduct studies to examine the possibility of developing and implementing non-ad valorem assessment programs to fund fire services and street lighting services within the incorporated area of the City ("Assessment Studies"); 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, 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 street lighting 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; and

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 Manager and City Attorney, or their representative designees, provide the professional services and specialized assistance described in the Scopes of Services attached hereto as Appendices A and B in order to assist the City in the development of the Assessment Studies.
- 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 Assessment Studies, and shall remain in effect for one (1) year, or until completion of the objective of this Agreement which is to conduct studies to examine the possibility of developing assessment programs to fund fire services and street lighting services within the City.

GSG shall promptly begin and diligently provide the professional services and specialized assistance contemplated in the Scopes of Services attached hereto as Appendices A and B. The rendering of such professional services and specialized assistance shall be in accordance with the deliverables schedule described in the Scopes of Services attached hereto as Appendices A and B. 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 Assessment Studies 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 is notified of termination then being due and payable. In the event the City terminates this Agreement prior to completion of the Assessment Studies, for any reason other than default by GSG, and the City continues to proceed with fire and street lighting services assessment programs, 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 Scopes of Services in Appendices A and B. The lump sum fee for professional services includes the designated on-site visits 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 Assessment Studies.

The Scopes of Services attached hereto as Appendices A and B contemplate that the City will timely provide the necessary budgetary information, call data information, service delivery information and other reasonably requested and required information, data and records necessary and/or required to develop the Assessment Studies. The Scopes of Services attached hereto as Appendices A and B contemplate 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 Assessment Studies.

6. **Documents.** All documents, electronic media, and other data developed by GSG in connection with the Assessment Studies 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, 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 non-ad valorem assessment programs. 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 MOUNT DORA**

Michael Quinn, City Manager  
City of Mount Dora  
510 N. Baker Street  
Mount Dora, Florida 32757  
(352) 735-7126  
(352) 383-4801/fax

**GOVERNMENT SERVICES GROUP, INC.:**

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

- 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 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.

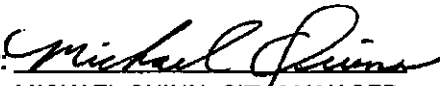
IN WITNESS WHEREOF, the parties hereto have, through their proper and duly authorized officials, executed this Agreement.

**GOVERNMENT SERVICES GROUP, INC.**

By:   
CAMILLE P. THARPE, SR. VICE PRESIDENT

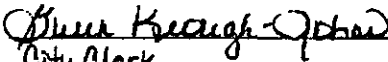
5/13/14  
DATE

**CITY OF MOUNT DORA**

By:   
MICHAEL QUINN, CITY MANAGER

5/13/14  
DATE

**ATTEST:**

  
City Clerk

5/13/14  
DATE

# Appendix A

## PROFESSIONAL SERVICES/CONSULTING SERVICES FIRE SERVICES ASSESSMENT STUDY

# Scope of Services

The tasks detailed below assume the City would use the “Benefit-Based” approach.

- 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 alternative methods of collection.
- Task 4: Determine Preliminary Revenue Requirements** Advise the City in determining the total fire 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 proposed apportionment methodologies and proforma assessment rates.

## FEES & COSTS

For the professional services and specialized assistance described in this Scope of Services, GSG will work under a “lump sum” fee arrangement of \$20,500. Except as noted below, this lump sum fee includes reimbursement for all out-of-pocket expenses. The lump sum fee for professional services includes a total of two 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 Council Workshop.



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 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 \$1,500 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 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 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	May 2014
Kick-off Meeting/Data Collection	May 2014
Proforma Budget Development	May - June 2014
Assessment Methodology	June - July 2014
Proforma Assessment Rates	June - July 2014
Assessment Memorandum	July 2014

## 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 in May 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	Amount Due
July 2014	50% of lump sum fee	\$10,250
August 2014	50% of lump sum fee	\$10,250
<b>Total</b>		<b>\$20,500</b>

# Appendix B

PROFESSIONAL SERVICES/CONSULTING SERVICES  
STREET LIGHTING SERVICES ASSESSMENT STUDY

# Scope of Services

The scope of services is based on the following assumptions:

- The City will provide adequate data associated with the costs of providing street lighting services.
- GSG will prepare an assessment database based on the ad valorem tax roll data.
- GSG will not be responsible for any assignment of parcel identification numbers to utility accounts or vice versa (if required).

- Task 1: Evaluate Reports and Research Issues** Evaluate the City's existing documents, ad valorem tax roll information, agreements, reports and other data pertaining to the provision of street lighting services.
- Task 2: Identify Full Costs of Service** Evaluate the full cost of the street lighting 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; 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 the different methods of collection.
- Task 4: Determine Preliminary Revenue Requirements** Advise the City in determining the total street lighting assessment revenue requirements to ensure the City recovers the costs of: (a) net street lighting 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 proposed apportionment methodology and proforma assessment rates.

## FEES AND COSTS

For the professional services and specialized assistance described in the Scope of Services, GSG will work under a "lump sum" fee arrangement of \$14,500. Except as noted below, this lump sum fee includes reimbursement for all out-of-pocket expenses. The lump sum fee for professional services includes a total of two 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 Council Workshop.

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 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 \$1,500 for the street lighting 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 also 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**

<b>Deliverable</b>	<b>Schedule</b>
Notice to Proceed	May 2014
Kick-off Meeting/Data Collection	May 2014
Proforma Budget Development	May - June 2014
Assessment Methodology	May - June 2014
Proforma Assessment Rates	June - July 2014
Assessment Memorandum	July 2014

## **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 in May 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.

<b>Schedule</b>	<b>Payment</b>	<b>Amount Due</b>
June 2014	50% of lump sum fee	\$7,250
July 2014	50% of lump sum fee	\$7,250
<b>Total</b>		<b>\$14,500</b>

## **AGREEMENT TO PIGGYBACK A CONTRACT FOR SERVICES BID BY ANOTHER GOVERNMENTAL ENTITY**

**WHEREAS**, Government Services Group, Inc, ("GSG"), a Florida corporation (the "Vendor"), entered into an agreement dated May 13, 2014 with the City of Mount Dora, a political subdivision of the State of Florida, for developing a fire assessment fee study procured pursuant to F.S. §287.057 (the "Contract"),

**WHEREAS**, the CITY OF LAKE WALES, a Florida municipal corporation (the "City") has the legal authority under Ordinance 2013-17 adopted by the Lake Wales City Commission to "piggyback" onto a contract procured pursuant to F.S. §287.057 by another governmental entity when seeking to utilize the same or similar services provided for in the said contract; and

**WHEREAS**, the City desires to "piggyback" onto the above referenced Contract between the Vendor and the City of Mount Dora for utilization of the same or similar services for developing a fire assessment fee study (the "Work") and the Vendor consents to the aforesaid "piggybacking".

**NOW THEREFORE**, having found it to be in the public interest,

1. The Vendor affirms and ratifies the terms and conditions of the above referenced Contract with the City of Mount Dora and agree to perform the services set forth therein for the City in accordance with the terms of said Contract until the Work is completed. Vendor further agrees that for the purposes of interpretation and enforcement of the subject Contract, the term "City of Lake Wales" shall be substituted for the term "the City of Mount Dora" throughout the Contract.
2. The City agrees to utilize the services of the Vendor in a manner and upon the terms and conditions as set forth in the Contract with the City of Mount Dora until the Work is completed.
3. **Public Records.** Contractor acknowledges that it is acting on behalf of a Public agency and that this Agreement is subject to the provisions of §119.0701, Florida Statutes, and that Contractor must comply with the public records laws of the State of Florida.

Contractor shall:

- a) Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service.
- b) Provide the public with access to public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
- c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements and not.
- d) Meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the contractor upon termination of the contract 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 public agency in a format that is compatible with the information technology systems of the public agency.

**GOVERNMENT SERVICES, INC**

**CITY OF LAKE WALES**

\_\_\_\_\_  
By:

\_\_\_\_\_  
By: Kenneth Fields, City Manager

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**WITNESS:**

**ATTEST:**

\_\_\_\_\_

\_\_\_\_\_  
City Clerk Clara VanBlargan, MMC

**WITNESS:**

\_\_\_\_\_

This Agreement approved and ratified by the Lake Wales City Commission this \_\_\_\_\_ day of January, 2015.

\_\_\_\_\_  
Eugene Fultz, Mayor

*Forward executed agreement with original signatures to City Clerk.  
Attach copy of executed agreement to Request for Purchase Order.*