



MONROE COUNTY BOARD OF COUNTY COMMISSIONERS

CONTRACT SUMMARY			
Contract with: <u>GSG</u>		Contract # _____	
		Effective Date: <u>January 18, 2012</u>	
		Expiration Date: <u>August 31, 2014</u>	
Contract Purpose/Description:			
<u>This amendment negates Tasks 1-5 for the development and implementation of the Cudjoe non ad-valorem assessment tax roll and clarifies Task 6 annual services are to continue as contracted through development of the 2014 tax roll. It will be necessary to amend contract again before August 31, 2014 if the option to extend for an additional 5 year period is selected.</u>			
Contract Manager: <u>Elizabeth Wood</u>	<u>8795</u>	<u>Wastewater/#26</u>	
(Name)	(Ext.)	(Department/Stop #)	
for BOCC meeting on <u>January 19, 2012</u>		Agenda Deadline: <u>January 3, 2012</u>	

CONTRACT COSTS			
Total Dollar Value of Contract: \$ <u>70,500.00</u>	Current Year Portion: \$ <u>23,500.00</u>		
Budgeted? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	Account Codes: <u>169-55003-560630-530340-\$17,155.00</u>		
Grant: \$ <u>NA</u>	<u>171-55005-560630-530340-\$2,350.00</u>		
County Match: \$ <u>NA</u>	<u>176-55010-560630-530340-\$3,995.00</u>		
ADDITIONAL COSTS			
Estimated Ongoing Costs: \$ <u>23,500</u> /yr	For: <u>database management and annual certification of SI, BC &amp; DK tax rolls</u>		
(Not included in dollar value above)	(eg. maintenance, utilities, janitorial, salaries, etc.)		

CONTRACT REVIEW				
	Date In	Changes Needed	Reviewer	Date Out
Division Director	_____	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<u>[Signature]</u>	<u>6 DEC 2011</u>
Risk Management	<u>12-23-11</u>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<u>[Signature]</u>	<u>12-23-11</u>
O.M.B./Purchasing	_____	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<u>[Signature]</u>	<u>12-23-11</u>
County Attorney	<u>12/29/11</u>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<u>[Signature]</u>	<u>12/29/11</u>
Comments:	_____			
	_____			
	_____			

**Engineering Division  
MEMORANDUM**



**To:** Kevin Wilson  
Public Works and Engineering, Interim Division Director

**From:** Elizabeth Wood  
Wastewater Department, Senior Administrator – Sewer Projects

**Date:** 1/3/2012

**Re:** Separation of Non Ad-Valorem Cudjoe Regional Roll Development from Annual Services for Stock Island, Big Coppitt and Duck Key

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It was anticipated that the Cudjoe Regional Non Ad-Valorem Wastewater Assessment Tax Roll would be adopted in 2009 and that annual services would be required for Cudjoe beginning in 2010. The Scope of Services for the Government Services Group, Inc. (GSG) Agreement adopted on April 15, 2009 included Tasks 1-5 for development of the Cudjoe Roll and Task 6 for annual services for Stock Island, Big Coppitt and Duck Key. Task 6 of the Agreement was set up to increase the fixed fee for the annual services for Stock Island, Big Coppitt, and Duck Key from \$23,500 to \$40,000 once the Cudjoe roll was adopted and Task 6 annual services were required for Cudjoe Regional.

The Cudjoe Regional Roll was developed in 2009 under the Agreement but not adopted.

No activity occurred in 2010 toward the development of the Cudjoe Regional tax roll while the extension bill was under discussion.

Late in 2010, it was decided that the Cudjoe Regional roll should be prepared again for adoption in 2011. The First Amendment increased the fixed fee for development of the Cudjoe Regional roll by \$15,722 for a total of fixed fee of \$70,802. The fixed fee remitted to GSG prior to adoption of the First Amendment was \$35,000. Presently, \$8,750 remains under the fixed fee for the First Amendment Tasks 1-5.

Please find attached email correspondence from Suzanne Hutton in response to my request for direction regarding future assessment services. On November 21, 2011 she replied that the Cudjoe roll development should have been re-bid in 2011 but was not due to time constraints.

Additional services to those performed under the First Amendment will be required when work on the Cudjoe Regional roll resumes. The 2009 water consumption data is outdated for use in the 2012 roll. It is recommended that a Scope of Services be developed which describes the efforts necessary to take the existing roll and update the EDU allocations as necessary based on current property development characteristics.

*January 3, 2012*

Partial payments have been made to GSG in multiple years. An additional benefit resulting from a new agreement will be clear billing for a new Fixed Fee based on the new Scope of Services.

## Wood-Liz

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**From:** Hutton-Suzanne  
**Sent:** Monday, November 21, 2011 10:00 AM  
**To:** Wood-Liz  
**Cc:** pfiester-holly; Wilson-Kevin  
**Subject:** RE: Annual Services for Non-Ad Tax Rolls

I think it is best to amend the contract to cover only the annual assessments for BC/DK/SI, and delete all references in Amendment 1 regarding Cudjoe Regional unless GSG actually had to do something for which they billed us in contemplation that we would do the Cudjoe assessment in 2011. The assessment work for Cudjoe should be put out for bid. We should have done that this year but found ourselves with a time crunch.



*Suzanne A. Hutton*  
County Attorney  
Monroe County  
1111 12th St., Ste. 408  
Key West, Fl. 33040  
305-292-3470

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**From:** Wood-Liz  
**Sent:** Friday, November 18, 2011 2:12 PM  
**To:** Hutton-Suzanne  
**Cc:** pfiester-holly; Wilson-Kevin  
**Subject:** Annual Services for Non-Ad Tax Rolls

Suzanne,

I am requesting approval to continue the annual services portion of the Agreement for Consulting Services for Development of the Non-Ad Valorem Assessment Program with GSG. Amendment 1 dated 1/19/11 with competitively bid Contract dated 4/15/09 is attached for your reference.

In previous correspondence you have indicated that you would like to see the Cudjoe roll development portion (Tasks 1-5) of the contract nullified and a new contract negotiated for Tasks 1-5 since we have stopped work twice and added budget to finish scope once.

Task 6, annual services, are authorized for five years (through 2013) in the 4/15/09 contract. See below.

**Task 6 – Provide proposal for annual maintenance and certification of the non-ad valorem special assessment rolls for Cudjoe Regional Service Area, Stock Island, Big Coppitt and Duck Key Service Areas.**

Consultant will provide ongoing administrative services for update and maintenance of the databases necessary to create and certify the final assessment roll on an annual basis in compliance with statutory timeframes. County contemplates transfer of the responsibility for annual maintenance to County staff at some future date.

Task 6 also includes the development of an online database for County staff to create pay off memos and enter payoffs that are received. The Consultant will manage the database annually by providing the County with a list of payoffs received. It is anticipated that this online database will streamline the annual maintenance of the roll, which will result in a reduced cost for annual maintenance services.

Annual services for Task 6 are for an initial five year period and include an option to extend for an additional five-year period.

Please 1) let me know if it is appropriate to draft amendment 2 limiting scope to annual services for Big Coppitt, Duck Key and Stock Island for \$23,500 and 2) whether the Cudjoe Roll development portion should be re-negotiated under separate contract or re-bid. When we stopped work on the Cudjoe portion of roll in 2009, GSG received \$35,802 for Tasks 1-5. Amendment 1 dated 1/19/11 increased the budget by \$15,722 for Tasks 1-5. I believe there is \$8,750 left under Tasks 1-5 (Original Contract plus Amendment 1).

The immediate question is for the annual services since these are required each year.

Please let me know if more detail is necessary.

Thank you,

[Elizabeth A. Wood](#)  
[Senior Administrator – Monroe County, Sewer Projects](#)  
102050 Overseas Highway, Suite 223  
Key Largo, FL 33037  
305-453-8795  
Courier Stop 26

 Please consider the environment before printing this email

# SECOND AMENDMENT TO CONTRACT

## FOR CONSULTING SERVICES

for

### Development and Administration of Non Ad-Valorem Assessment Program

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This Amendment is made and entered into this 19th day of January, 2012, by and between Monroe County and Government Services Group, Inc. (GSG), in order to amend the Agreement between the parties dated April 15, 2009 and the First Amendment between the parties dated January 19, 2011 for non-ad valorem assessment services.

#### WITNESSETH:

WHEREAS, on January 19, 2011 the parties entered into the First Amendment for Consulting Services for Development and Administration of Non Ad-Valorem Assessment Program included as Attachment A; and

WHEREAS, the April 15, 2009 original Agreement for Consulting Services for Development and Administration of Non Ad-Valorem Assessment Program is included in the Attachment A - First Amendment; and

WHEREAS, the Agreement for Consulting Services for Development and Administration of Non Ad-Valorem Assessment Program Scope of Basic Services included Tasks 1-5 for the development of the non ad-valorem tax roll for the Cudjoe Regional Service Area; and

WHEREAS, the Agreement for Consulting Services for Development and Administration of Non Ad-Valorem Assessment Program Scope of Basic Services included Task 6 for annual maintenance and certification of the non-ad valorem tax rolls for the Cudjoe Regional Service Area, Stock Island, Big Coppitt, and Duck Key Service Areas; and

WHEREAS, Tasks 1-5 initially commenced under the original agreement at a fixed fee price of \$55,080; and

WHEREAS, the adoption of the Cudjoe Regional Service Area Initial Assessment Resolution was suspended pending completion of the funding plan; and

WHEREAS, a fixed fee partial payment in the amount of \$35,802 was made to GSG; and

WHEREAS, Tasks 1-5 commenced a second time under the First Amendment for a fixed fee of \$35,000; and

WHEREAS, Tasks 1-5 were again suspended prior to the adoption of the Cudjoe Regional Service Area Initial Assessment Resolution; and

WHEREAS, a fixed fee partial payment of \$26,250 was made to GSG; and

WHEREAS, it is necessary to specify a new scope of services and competitively select consulting services to complete the development of the non-ad valorem assessment program for the Cudjoe Regional Service Area; and

WHEREAS, Task 6 is for the annual maintenance and certification of the non ad-valorem special assessment rolls; and

WHEREAS, the fixed fee for Task 6 annual services for the Stock Island, Big Coppitt and Duck Key Service Areas is \$23,500; and

WHEREAS, the fixed fee for Task 6 including the Cudjoe Regional Service Area was specified at \$40,000; and

WHEREAS, annual services for the Cudjoe Regional Service Area are not needed until adoption of the Final Assessment Resolution for Cudjoe Regional; and

WHEREAS, Task 6 of the original Agreement Scope of Basic Services specifies an initial five year period for the annual services and includes an option to extend for an additional five year period; and

WHEREAS, it is necessary to confirm the survivorship of Task 6 to continue the collection of non ad-valorem special assessments from assessed properties in the Stock Island, Big Coppitt, and Duck Key Service Areas; and

WHEREAS, it is necessary to provide a mechanism to include the Cudjoe Regional Service Area annual services in the scope for Task 6; and

IN CONSIDERATION of the mutual promises contained herein, the parties hereby agree as follows:

1. Monroe County and GSG agree that no further work or payment for Tasks 1-5 is authorized as of the date of this Second Amendment.
2. Monroe County agrees to pay \$23,500/year in quarterly installments for annual services for the 2011-2012, 2012-2013, and 2013-2014 tax years for the Stock Island, Big Coppitt, and Duck Key Service Areas.
3. Monroe County and GSG agree to further amend or replace this agreement if it becomes necessary to merge the Task 6 annual services for the Cudjoe Regional Service Area with the Stock Island, Big Coppitt, and Duck Key Annual Services Program.
4. Monroe County and GSG agree to further amend this Agreement if it becomes necessary to extend Task 6 annual services for the Stock Island, Big Coppitt, and Duck Key Service Areas for an additional five-year period.
5. All other provisions of the contract entered April 15, 2009 as amended by the First Amendment between the parties dated January 19, 2011 for non-ad

valorem assessment services which are not inconsistent herewith shall remain in full force and effect.

IN WITNESS WHEREOF, each party has caused this Agreement to be executed by its duly authorized representative on the day and year first above written.

(SEAL)

Attest: DANNY L. KOLHAGE, Clerk

**BOARD OF COUNTY  
COMMISSIONERS  
OF MONROE COUNTY, FLORIDA**

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

Deputy Clerk

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

Mayor/Chairman

Date: \_\_\_\_\_



11/29/11

(Seal)

Attest:

BY: \_\_\_\_\_

Title: \_\_\_\_\_

*Sammy Pettus*  
*Administrative Assistant*

**CONSULTANT**

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

Title: \_\_\_\_\_

*Camille Pinye*  
*Sr Vice President*



**HERE**

**END OF AGREEMENT**

**ATTACHMENT A**

**FIRST AMENDMENT TO CONTRACT FOR CONSULTING SERVICES FOR**

**Development And Administration Of Non Ad-Valorem Assessment Program**

# FIRST AMENDMENT TO CONTRACT

## FOR CONSULTING SERVICES

for

### Development and Administration of Non Ad-Valorem Assessment Program

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This Amendment is made and entered into this 19<sup>th</sup> day of January, 2011, by and between Monroe County and Government Services Group, Inc. (GSG), in order to amend the Contract between the parties dated April 15, 2009 for non ad-valorem assessment services.

#### WITNESSETH:

WHEREAS, on April 15, 2009, the parties entered into an Agreement for Consulting Services for Development and Administration of Non Ad-Valorem Assessment Program included as Attachment A; and

WHEREAS, the fixed fee for Tasks 1 – 5 of the Agreement Scope of Basic Services for the development of the non ad-valorem tax roll for the Cudjoe Regional Service Area was \$55,080; and

WHEREAS, on August 3, 2009 the Monroe County Board of County Commissioners voted to delay levy of the non ad-valorem special assessment for the Cudjoe Regional Wastewater System; and

WHEREAS, GSG received \$35,802 in payments for work completed under Tasks 1 – 5 prior to suspension of the Cudjoe Regional Assessment Program; and

WHEREAS, the Monroe County Board of County Commissioners intends to levy non ad-valorem wastewater assessments for the Cudjoe Regional Service Area on the 2011 tax bill; and

WHEREAS, additional services are required to update roll with current property appraiser and adjust EDU allocations where necessary; and

WHEREAS, additional services are required to address changes in scope related to service area, level of development, and fee; and

WHEREAS, additional services are required to quantify assessable EDUs by sub service areas; and

WHEREAS, GSGs fee for additional services is \$15,722; and

WHEREAS, once the Cudjoe Regional Final Assessment Resolution is adopted, annual services (Task 6) are required; and

WHEREAS the Task 6 fee is \$23,500 for the Stock Island, Big Coppitt, and Duck Key Assessment Program annual services; and

WHEREAS the Task 6 fee increases to \$40,000 when annual services for the Cudjoe Regional Assessment Program are included in the scope; and

IN CONSIDERTAION of the mutual promises contained herein, the parties hereby agree as follows:

1. Monroe County agrees to pay the revised fee of \$70,802 for the development and implementation of the Cudjoe Key Assessment Program (Task 1-5) in accordance with the schedule provided in Attachment C.
2. Monroe County agrees to pay \$23,500 for annual services required for the Stock Island, Big Coppitt and Duck Key Assessment Programs (Task 6) in accordance with the schedule provided in Attachment C.
3. Monroe County agrees to pay \$40,000 for annual services required for the Cudjoe Regional, Stock Island, Big Coppitt and Duck Key Assessment Programs (Task 6) in accordance with the schedule provided in Attachment C.
4. Upon notice to proceed, GSG will resume development of the Cudjoe Regional Service Area preliminary assessment roll and provide the additional services to address changes in scope related to service area, level of development, and fee.
5. GSG will provide additional services to quantify assessable EDUs by sub service areas.
6. The remaining terms of the Agreement, not inconsistent herewith, shall remain in full force and effect.

IN WITNESS WHEREOF, each party has caused this Agreement to be executed by its duly authorized representative on the day and year first above written.



(SEAL)  
Attest: DANNY L. KOLHAGE, Clerk

By: *Deborah C. Anastas*  
Deputy Clerk

BOARD OF COUNTY  
COMMISSIONERS  
OF MONROE COUNTY, FLORIDA

By: *[Signature]*  
Mayor/Chairman

Date: 1-19-11

MONROE COUNTY ATTORNEY  
APPROVED AS TO FORM  
*[Signature]*  
SUZANNE A. HUTTON  
COUNTY ATTORNEY  
Date: 1/19/11

(Seal)  
Attest:  
BY: *Jimmy Peters*  
Title: Administrative Assistant

CONSULTANT  
By: *Ornelle P. Hays*  
Title: SR Vice President

END OF AGREEMENT

# AGREEMENT FOR

## CONSULTING SERVICES

for

Development and Administration of Non Ad-valorem Assessment Program

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This Agreement ("Agreement") made and entered into this 15<sup>th</sup> day of April, 2009 by and between Monroe County, a political subdivision of the State of Florida, whose address is 1100 Simonton Street, Key West, Florida, 33040, its successors and assigns, hereinafter referred to as "COUNTY," through the Monroe County Board of County Commissioners ("BOCC"),

AND

Government Services Group, Inc., a corporation of the State of Florida, whose address is 1500 Mahan Drive, Ste 250, Tallahassee, FL 32308 its successors and assigns, hereinafter referred to as "CONSULTANT",

WITNESSETH:

WHEREAS, COUNTY desires to employ the professional services of CONSULTANT for Assessment Program Services; and

WHEREAS, CONSULTANT has agreed to provide professional services which shall include but not be limited to providing Tasks 1 through 6 of the Cudjoe Regional Non-ad Valorem Wastewater Assessment Program and Annual Assessment Services, which services shall collectively be referred to as the "the Project";

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements stated herein, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, COUNTY and CONSULTANT agree as follows:

### ARTICLE 1

#### 1.1 REPRESENTATIONS AND WARRANTIES

By executing this Agreement, CONSULTANT makes the following express representations and warranties to the COUNTY:

1.1.1 The CONSULTANT shall maintain all necessary licenses, permits or other authorizations necessary to act as CONSULTANT for the Project until the CONSULTANT'S duties hereunder have been fully satisfied;

1.1.2 The CONSULTANT has become familiar with the Scope of Work and information sources available to complete the work.

- 1.1.3** The CONSULTANT shall prepare all documentation required by this Agreement in such a manner that they shall be accurate, coordinated and adequate for use in collecting non-ad valorem special assessments by the uniform method and shall be in conformity and comply with all applicable law, codes and regulations. The CONSULTANT warrants that the non-ad assessment roll prepared as a part of this Agreement will be in a format that is acceptable to the Monroe County Tax Collector.
- 1.1.4** The CONSULTANT assumes full responsibility to the extent allowed by law with regards to his performance and those directly under his employ.
- 1.1.5** The CONSULTANT'S services shall be performed as expeditiously as is consistent with professional skill and care and the orderly progress of the Project. In providing all services pursuant to this agreement, the CONSULTANT shall abide by all statutes, ordinances, rules and regulations pertaining to, or regulating the provisions of such services, including those now in effect and hereinafter adopted. Any violation of said statutes, ordinances, rules and regulations shall constitute a material breach of this agreement and shall entitle the Board to terminate this contract immediately upon delivery of written notice of termination to the CONSULTANT.
- 1.1.6** At all times and for all purposes under this agreement the CONSULTANT is an independent contractor and not an employee of the Board of County Commissioners for Monroe County. No statement contained in this agreement shall be construed so as to find the CONSULTANT or any of his/her employees, contractors, servants, or agents to be employees of the Board of County Commissioners for Monroe County.
- 1.1.7** The CONSULTANT shall not discriminate against any person on the basis of race, creed, color, national origin, sex, age, or any other characteristic or aspect which is not job related, in its recruiting, hiring, promoting, terminating, or any other area affecting employment under this agreement or with the provision of services or goods under this agreement.

## **ARTICLE II**

### **SCOPE OF BASIC SERVICES**

#### **2.1 DEFINITION**

CONSULTANT'S Scope of Basic Services consists of those described in Attachment A. The CONSULTANT shall commence work on the services provided for in Attachment A promptly upon receipt of an executed agreement from the COUNTY.

#### **2.2 CORRECTION OF ERRORS, OMISSIONS, DEFICIENCIES**

The CONSULTANT shall, without additional compensation, promptly correct any errors, omissions, deficiencies, or conflicts in the work product of the CONSULTANT or its subconsultants, or both.

## **2.3 NOTICE REQUIREMENT**

All written correspondence to the COUNTY shall be dated and signed by an authorized representative of the CONSULTANT. Any notice required or permitted under this agreement shall be in writing and hand delivered or mailed, postage pre-paid, to the COUNTY by certified mail, return receipt requested, to the following:

Roman Gastesi  
Monroe County Administrator  
1100 Simonton Street, Room 2-205  
Key West, Florida 33040

And: Elizabeth A. Wood  
Monroe County Senior Administrator, Sewer Projects  
1100 Simonton Street, Room 2-216  
Key West, Florida 33040

For the Consultant:

Mark Brown & Camille Tharpe  
Government Services Group, Inc.  
1500 Mahan Drive, Suite 250  
Tallahassee, FL 32308

## **ARTICLE III**

### **ADDITIONAL SERVICES**

- 3.1** The services described in this Article III are not included in the Basic Scope of Services. They shall be paid for by the COUNTY as an addition to the compensation paid for the Basic Scope of Services and are as follows:
- A. Providing any other services not otherwise included in this Agreement.
- 3.2** If Additional Services not otherwise included in this Agreement, are required, such as those listed above, the COUNTY shall issue a letter requesting and describing the requested services to the CONSULTANT. A notice to proceed from the COUNTY will be issued in the form of subsequent Task Orders within the level of authority specified in the Monroe Board of County Commissioners Purchase Policy. The requirement for more than one price quote for additional assessment services is hereby waived.

An amendment to the contract will be required if the proposal requires Board of County Commissioners approval.

**ARTICLE IV**  
**COUNTY'S RESPONSIBILITIES**

- 4.1 The COUNTY shall designate a representative to act on the COUNTY's behalf with respect to the Project. The COUNTY or its representative shall render decisions in a timely manner pertaining to documents submitted by the CONSULTANT in order to avoid unreasonable delay in the orderly and sequential progress of the CONSULTANT'S services.
- 4.2 Prompt written notice shall be given by the COUNTY and its representative to the CONSULTANT if they become aware of any fault or defect in the Project or non-conformance with the Agreement Documents. Written notice shall be deemed to have been duly served if sent pursuant to paragraph 2.3.
- 4.3 The COUNTY shall furnish the required information and services and shall render approvals and decisions as expeditiously as necessary for the orderly progress of the CONSULTANT'S services and work of the contractors.
- 4.4 The COUNTY's review of any documents prepared by the CONSULTANT or its subconsultants shall be solely for the purpose of determining whether such documents are generally consistent with the COUNTY's criteria, as, and if, modified. No review of such documents shall relieve the CONSULTANT of responsibility for the accuracy, adequacy, fitness, suitability or coordination of its work product.
- 4.5 The COUNTY shall provide copies of necessary documents required to complete the work.
- 4.6 Any information that may be of assistance to the CONSULTANT that the COUNTY has immediate access to will be provided as requested.

**ARTICLE V**  
**INDEMNIFICATION AND HOLD HARMLESS**

The CONSULTANT covenants and agrees to indemnify, hold harmless and defend COUNTY, its commissioners, officers, employees, agents and servants from any and all claims for bodily injury, including death, personal injury, and property damage, including damage to property owned by Monroe County, and any other losses, damages, and expenses of any kind, including attorney's fees, court costs and expenses, which arise out of, in connection with, or by reason of services provided by CONSULTANT or its Subcontractor(s) in any tier, occasioned by the negligence, errors, or other wrongful act or omission of the CONSULTANT, its Subcontractor(s) in any tier, their officers, employees, servants and agents.

In the event that the completion of the project (to include the work of others) is delayed or suspended as a result of the Consultant's failure to purchase or maintain the required insurance, the CONSULTANT shall indemnify COUNTY from any and all increased expenses resulting from such delay. Should any claims be asserted against COUNTY by virtue of any deficiency or ambiguity in the plans and specifications provided by the

CONSULTANT, the CONSULTANT agrees and warrants that CONSULTANT hold the County harmless and shall indemnify it from all losses occurring thereby and shall further defend any claim or action on the COUNTY's behalf.

The first ten dollars (\$10.00) of remuneration paid to the CONSULTANT is consideration for the indemnification provided for above.

The extent of liability is in no way limited to, reduced, or lessened by the insurance requirements contained elsewhere within this agreement.

This indemnification shall survive the expiration or earlier termination of the Agreement.

## **ARTICLE VI** **PERSONNEL**

### **6.1 PERSONNEL**

The CONSULTANT shall assign only qualified personnel to perform any service concerning the project. At the time of execution of this Agreement, the parties anticipate that the following named individuals will perform those functions as indicated:

<b>NAME</b>	<b>FUNCTION</b>
Mark Brown	Management/Data Analysis/Programming
Camille Tharpe	Project Oversight

So long as the individuals named above remain actively employed or retained by the CONSULTANT, they shall perform the functions indicated next to their names. If they are replaced the CONSULTANT shall notify the COUNTY of the change immediately.

## **ARTICLE VII** **COMPENSATION**

### **7.1 PAYMENT SUM**

**7.1.1** The COUNTY shall pay the CONSULTANT in current funds for the CONSULTANT'S performance of this Agreement based on rates and schedule negotiated and agreed upon and shown in Attachment B.

### **7.2 PAYMENTS**

**7.2.1** For its assumption and performances of the duties, obligations and responsibilities set forth herein, the CONSULTANT shall be paid pursuant to the Florida Prompt Payment Act.

- (A) If the CONSULTANT'S duties, obligations and responsibilities are materially changed by amendment to this Agreement after execution of this Agreement, compensation due to the CONSULTANT shall be equitably adjusted, either upward or downward;
- (B) As a condition precedent for any payment due under this Agreement, the CONSULTANT shall submit, unless otherwise agreed in writing by the COUNTY, a proper invoice to COUNTY requesting payment for services properly rendered and reimbursable expenses due hereunder. The CONSULTANT'S invoice shall describe with reasonable particularity the service rendered. The CONSULTANT'S invoice shall be accompanied by such documentation or data in support of expenses for which payment is sought at the COUNTY may require.

#### **7.4 BUDGET**

- 7.4.1 The CONSULTANT may not be entitled to receive, and the COUNTY is not obligated to pay, any fees or expenses in excess of the amount budgeted for this contract in each fiscal year (October 1 - September 30) by COUNTY's Board of County Commissioners. The budgeted amount may only be modified by an affirmative act of the COUNTY's Board of County Commissioners.
- 7.4.2 The COUNTY's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Board of County Commissioners and the approval of the Board members at the time of contract initiation and its duration.

### **ARTICLE VIII** **INSURANCE**

- 8.1 The CONSULTANT shall obtain insurance as specified and maintain the required insurance at all times that this Agreement is in effect. In the event the completion of the project (to include the work of others) is delayed or suspended as a result of the CONSULTANT'S failure to purchase or maintain the required insurance, the CONSULTANT shall indemnify the COUNTY from any and all increased expenses resulting from such delay.
- 8.2 The coverage provided herein shall be provided by an insurer with an A.M. Best rating of VI or better, that is licensed to business in the State of Florida and that has an agent for service of process within the State of Florida. The coverage shall contain an endorsement providing sixty (60) days notice to the COUNTY prior to any cancellation of said coverage. Said coverage shall be written by an insurer acceptable to the COUNTY and shall be in a form acceptable to the COUNTY.
- 8.3 CONSULTANT shall obtain and maintain the following policies:
  - A. Workers' Compensation insurance as required by the State of Florida, sufficient to respond to Florida Statute 440.

- B. Employers Liability Insurance with limits of \$100,000 per Accident, \$500,000 Disease, policy limits, \$100,000 Disease each employee.
- C. Comprehensive business automobile and vehicle liability insurance covering claims for injuries to members of the public and/or damages to property of others arising from use of motor vehicles, including onsite and offsite operations, and owned, hired or non-owned vehicles, with One Hundred Thousand (\$100,000) per occurrence and combined single limit.
- D. Commercial general liability, including Personal Injury Liability, covering claims for injuries to members of the public or damage to property of others arising out of any covered act or omission of the CONSULTANT or any of its employees, agents or subcontractors or subconsultants, including Premises and/or Operations, Products and Completed Operations, Independent Contractors; Broad Form Property Damage and a Blanket Contractual Liability Endorsement with Three Hundred Thousand (\$300,000.00) per occurrence and combined single limit.

An Occurrence Form policy is preferred. If coverage is changed to or provided on a Claims Made policy, its provisions should include coverage for claims filed on or after the effective date of this contract. In addition, the period for which claims may be reported must extend for a minimum of 48 months following the termination or expiration of this contract.

- E. Professional liability insurance of Two Hundred and Fifty Thousand (\$250,000.00) per occurrence and Five Hundred Thousand Dollars (\$500,000.00) annual aggregate. If the policy is a "claims made" policy, CONSULTANT shall maintain coverage or purchase a "tail" to cover claims made after completion of the project to cover the statutory time limits in Chapter 95 of the Florida Statutes.
- F. COUNTY shall be named as an additional insured with respect to CONSULTANT'S liabilities hereunder in insurance coverages identified in Paragraphs C and D.
- G. CONSULTANT shall require its subconsultants to be adequately insured at least to the limits prescribed above, and to any increased limits of CONSULTANT if so required by COUNTY during the term of this Agreement. COUNTY will not pay for increased limits of insurance for subconsultants.
- H. CONSULTANT shall provide to the COUNTY certificates of insurance or a copy of all insurance policies including those naming the COUNTY as an additional insured. The COUNTY reserves the right to require a certified copy of such policies upon request.
- I. If the CONSULTANT participates in a self-insurance fund, a Certificate of Insurance will be required. In addition, the CONSULTANT may be required to submit updated financial statements from the fund upon request from the COUNTY.

**ARTICLE IX**  
**MISCELLANEOUS**

**9.1 SECTION HEADINGS**

Section headings have been inserted in this Agreement as a matter of convenience of reference only, and it is agreed that such section headings are not a part of this Agreement and will not be used in the interpretation of any provision of this Agreement.

**9.2 OWNERSHIP OF THE PROJECT DOCUMENTS**

The documents and deliverables prepared by the CONSULTANT for this Project belong to the COUNTY and may be reproduced and copied without acknowledgement or permission of the CONSULTANT.

**9.3 SUCCESSORS AND ASSIGNS**

The CONSULTANT shall not assign or subcontract its obligations under this agreement, except in writing and with the prior written approval of the Board of County Commissioners for Monroe County and the CONSULTANT, which approval shall be subject to such conditions and provisions as the Board may deem necessary. This paragraph shall be incorporated by reference into any assignment or subcontract and any assignee or subcontractor shall comply with all of the provisions of this agreement. Subject to the provisions of the immediately preceding sentence, each party hereto binds itself, its successors, assigns and legal representatives to the other and to the successors, assigns and legal representatives of such other party.

**9.4 NO THIRD PARTY BENEFICIARIES**

Nothing contained herein shall create any relationship, contractual or otherwise, with or any rights in favor of, any third party.

**9.5 TERMINATION**

A. In the event that the CONSULTANT shall be found to be negligent in any aspect of service, the COUNTY shall have the right to terminate this agreement after five days written notification to the CONSULTANT.

B. Either of the parties hereto may cancel this Agreement without cause by giving the other party sixty (60) days written notice of its intention to do so.

**9.6 CONTRACT DOCUMENTS**

This contract consists of the Request for Proposals, any addenda, the Form of Agreement (Articles I-IX), the CONSULTANT'S response to the RFP, the documents referred to in the Form of Agreement as a part of this Agreement, and attachments A/B and modifications made after execution by written amendment.

A/B

In the event of any conflict between any of the Contract documents, the one imposing the greater burden on the CONSULTANT will control.

#### **9.7 PUBLIC ENTITIES CRIMES**

A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a bid on contracts to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 of the Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

By signing this Agreement, CONSULTANT represents that the execution of this Agreement will not violate the Public Entity Crimes Act (Section 287.133, Florida Statutes). Violation of this section shall result in termination of this Agreement and recovery of all monies paid hereto, and may result in debarment from COUNTY's competitive procurement activities.

In addition to the foregoing, CONSULTANT further represents that there has been no determination, based on an audit, that it or any subconsultant has committed an act defined by Section 287.133, Florida Statutes, as a "public entity crime" and that it has not been formally charged with committing an act defined as a "public entity crime" regardless of the amount of money involved or whether CONUSULTANT has been placed on the convicted vendor list.

CONSULTANT will promptly notify the COUNTY if it or any subcontractor or subconsultant is formally charged with an act defined as a "public entity crime" or has been placed on the convicted vendor list.

#### **9.8 MAINTENANCE OF RECORDS**

CONSULTANT shall maintain all books, records, and documents directly pertinent to performance under this Agreement in accordance with generally accepted accounting principles consistently applied. Records shall be retained for a period of five years from the termination of this agreement. Each party to this Agreement or its authorized representatives shall have reasonable and timely access to such records of each other party to this Agreement for public records purposes during the term of the Agreement and for four years following the termination of this Agreement. If an auditor employed by the COUNTY or Clerk determines that monies paid to CONSULTANT pursuant to this Agreement were spent for purposes not authorized by this Agreement, or were wrongfully retained by the CONSULTANT, the CONSULTANT shall repay the monies together with interest calculated pursuant to Sec. 55.03, of the Florida Statutes, running from the date the monies were paid by the COUNTY.

## **9.9 GOVERNING LAW, VENUE, INTERPRETATION, COSTS, AND FEES**

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida applicable to contracts made and to be performed entirely in the State. In the event that any cause of action or administrative proceeding is instituted for the enforcement or interpretation of this Agreement, COUNTY and CONSULTANT agree that venue shall lie in the 16<sup>th</sup> Judicial Circuit, Monroe County, Florida, in the appropriate court or before the appropriate administrative body. This agreement shall not be subject to arbitration. Mediation proceedings initiated and conducted pursuant to this Agreement shall be in accordance with the Florida Rules of Civil Procedure and usual and customary procedures required by the circuit court of Monroe County.

## **9.10 SEVERABILITY**

If any term, covenant, condition or provision of this Agreement (or the application thereof to any circumstance or person) shall be declared invalid or unenforceable to any extent by a court of competent jurisdiction, the remaining terms, covenants, conditions and provisions of this Agreement, shall not be affected thereby; and each remaining term, covenant, condition and provision of this Agreement shall be valid and shall be enforceable to the fullest extent permitted by law unless the enforcement of the remaining terms, covenants, conditions and provisions of this Agreement would prevent the accomplishment of the original intent of this Agreement. The COUNTY and CONSULTANT agree to reform the Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision.

## **9.11 ATTORNEY'S FEES AND COSTS**

The COUNTY and CONSULTANT agree that in the event any cause of action or administrative proceeding is initiated or defended by any party relative to the enforcement or interpretation of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, court costs, investigative, and out-of-pocket expenses, as an award against the non-prevailing party, and shall include attorney's fees, courts costs, investigative, and out-of-pocket expenses in appellate proceedings.

## **9.12 BINDING EFFECT**

The terms, covenants, conditions, and provisions of this Agreement shall bind and inure to the benefit of the COUNTY and CONSULTANT and their respective legal representatives, successors, and assigns.

## **9.13 AUTHORITY**

Each party represents and warrants to the other that the execution, delivery and performance of this Agreement have been duly authorized by all necessary County and corporate action, as required by law.

#### **9.14 CLAIMS FOR FEDERAL OR STATE AID**

CONSULTANT and COUNTY agree that each shall be, and is, empowered to apply for, seek, and obtain federal and state funds to further the purpose of this Agreement; provided that all applications, requests, grant proposals, and funding solicitations shall be approved by each party prior to submission.

#### **9.15 ADJUDICATION OF DISPUTES OR DISAGREEMENTS**

COUNTY and CONSULTANT agree that all disputes and disagreements shall be attempted to be resolved by meet and confer sessions between representatives of each of the parties. If no resolution can be agreed upon within 30 days after the first meet and confer session, the issue or issues shall be discussed at a public meeting of the Board of County Commissioners. If the issue or issues are still not resolved to the satisfaction of the parties, then any party shall have the right to seek such relief or remedy as may be provided by this Agreement or by Florida law. This provision does not negate or waive the provisions of paragraph 9.5 concerning termination or cancellation.

#### **9.16 COOPERATION**

In the event any administrative or legal proceeding is instituted against either party relating to the formation, execution, performance, or breach of this Agreement, COUNTY and CONSULTANT agree to participate, to the extent required by the other party, in all proceedings, hearings, processes, meetings, and other activities related to the substance of this Agreement or provision of the services under this Agreement. COUNTY and CONSULTANT specifically agree that no party to this Agreement shall be required to enter into any arbitration proceedings related to this Agreement.

#### **9.17 NONDISCRIMINATION**

CONSULTANT and COUNTY agree that there will be no discrimination against any person, and it is expressly understood that upon a determination by a court of competent jurisdiction that discrimination has occurred, this Agreement automatically terminates without any further action on the part of any party, effective the date of the court order. CONSULTANT or COUNTY agrees to comply with all Federal and Florida statutes, and all local ordinances, as applicable, relating to nondiscrimination. These include but are not limited to: 1) Title VI of the Civil Rights Act of 1964 (PL 88-352) which prohibits discrimination on the basis of race, color or national origin; 2) Title IX of the Education Amendment of 1972, as amended (20 USC ss. 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; 3) Section 504 of the Rehabilitation Act of 1973, as amended (20 USC s. 794), which prohibits discrimination on the basis of handicaps; 4) The Age Discrimination Act of 1975, as amended (42 USC ss. 6101-6107) which prohibits discrimination on the basis of age; 5) The Drug Abuse Office and Treatment Act of 1972 (PL 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; 6) The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (PL 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; 7) The Public

Health Service Act of 1912, ss. 523 and 527 (42 USC ss. 690dd-3 and 290ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; 8) Title VIII of the Civil Rights Act of 1968 (42 USC s. et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; 9) The Americans with Disabilities Act of 1990 (42 USC s. 1201 Note), as may be amended from time to time, relating to nondiscrimination on the basis of disability; 10) Monroe County Code Chapter 13, Article VI, which prohibits discrimination on the basis of race, color, sex, religion, national origin, ancestry, sexual orientation, gender identity or expression, familial status or age; 11) Any other nondiscrimination provisions in any Federal or state statutes which may apply to the parties to, or the subject matter of, this Agreement.

#### **9.18 COVENANT OF NO INTEREST**

CONSULTANT and COUNTY covenant that neither presently has any interest, and shall not acquire any interest, which would conflict in any manner or degree with its performance under this Agreement, and that only interest of each is to perform and receive benefits as recited in this Agreement.

#### **9.19 CODE OF ETHICS**

COUNTY agrees that officers and employees of the COUNTY recognize and will be required to comply with the standards of conduct for public officers and employees as delineated in Section 112.313, Florida Statutes, regarding, but not limited to, solicitation or acceptance of gifts; doing business with one's agency; unauthorized compensation; misuse of public position, conflicting employment or contractual relationship; and disclosure or use of certain information.

#### **9.20 NO SOLICITATION/PAYMENT**

The CONSULTANT and COUNTY warrant that, in respect to itself, it has neither employed nor retained any company or person, other than a bona fide employee working solely for it, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for it, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of the provision, the CONSULTANT agrees that the COUNTY shall have the right to terminate this Agreement without liability and, at its discretion, to offset from monies owed, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

#### **9.21 PUBLIC ACCESS**

The CONSULTANT and COUNTY shall allow and permit reasonable access to, and inspection of, all documents, papers, letters or other materials in its possession or under its control subject to the provisions of Chapter 119, Florida Statutes, and made or received by the CONSULTANT and COUNTY in connection with this Agreement; and the COUNTY shall have the right to unilaterally cancel this Agreement upon violation of this provision by CONSULTANT.

**9.22 NON-WAIVER OF IMMUNITY**

Notwithstanding the provisions of Sec. 768.28, Florida Statutes, the participation of the CONSULTANT and the COUNTY in this Agreement and the acquisition of any commercial liability insurance coverage, self-insurance coverage, or local government liability insurance pool coverage shall not be deemed a waiver of immunity to the extent of liability coverage, nor shall any contract entered into by the COUNTY be required to contain any provision for waiver.

**9.23 PRIVILEGES AND IMMUNITIES**

All of the privileges and immunities from liability, exemptions from laws, ordinances, and rules and pensions and relief, disability, workers' compensation, and other benefits which apply to the activity of officers, agents, or employees of any public agents or employees of the COUNTY, when performing their respective functions under this Agreement within the territorial limits of the COUNTY shall apply to the same degree and extent to the performance of such functions and duties of such officers, agents, volunteers, or employees outside the territorial limits of the COUNTY.

**9.24 LEGAL OBLIGATIONS AND RESPONSIBILITIES**

**Non-Delegation of Constitutional or Statutory Duties.** This Agreement is not intended to, nor shall it be construed as, relieving any participating entity from any obligation or responsibility imposed upon the entity by law except to the extent of actual and timely performance thereof by any participating entity, in which case the performance may be offered in satisfaction of the obligation or responsibility. Further, this Agreement is not intended to, nor shall it be construed as, authorizing the delegation of the constitutional or statutory duties of the COUNTY, except to the extent permitted by the Florida constitution, state statute, and case law.

**9.25 NON-RELIANCE BY NON-PARTIES**

No person or entity shall be entitled to rely upon the terms, or any of them, of this Agreement to enforce or attempt to enforce any third-party claim or entitlement to or benefit of any service or program contemplated hereunder, and the CONSULTANT and the COUNTY agree that neither the CONSULTANT nor the COUNTY or any agent, officer, or employee of either shall have the authority to inform, counsel, or otherwise indicate that any particular individual or group of individuals, entity or entities, have entitlements or benefits under this Agreement separate and apart, inferior to, or superior to the community in general or for the purposes contemplated in this Agreement.

**9.26 ATTESTATIONS AND TRUTH IN NEGOTIATION**

CONSULTANT agrees to execute such documents as COUNTY may reasonably require, including a Public Entity Crime Statement, an Ethics Statement, and a Drug-Free Workplace Statement. Signature of this Agreement by CONSULTANT shall act as the execution of a truth in negotiation certificate stating that wage rates and other factual unit costs supporting the compensation pursuant to the

Agreement are accurate, complete, and current at the time of contracting. The original contract price and any additions thereto shall be adjusted to exclude any significant sums by which the agency determines the contract price was increased due to inaccurate, incomplete, or concurrent wage rates and other factual unit costs. All such adjustments must be made within one year following the end of the Agreement.

**9.27 NO PERSONAL LIABILITY**

No covenant or agreement contained herein shall be deemed to be a covenant or agreement of any member, officer, agent or employee of Monroe County in his or her individual capacity, and no member, officer, agent or employee of Monroe County shall be liable personally on this Agreement or be subject to any personal liability or accountability by reason of the execution of this Agreement.

**9.28 EXECUTION IN COUNTERPARTS**

This Agreement may be executed in any number of counterparts, each of which shall be regarded as an original, all of which taken together shall constitute one and the same instrument and any of the parties hereto may execute this Agreement by signing any such counterpart.

IN WITNESS WHEREOF, each party has caused this Agreement to be executed by its duly authorized representative on the day and year first above written.

(SEAL)

Attest: DANNY L. KOLHAGE, Clerk

**BOARD OF COUNTY  
COMMISSIONERS  
OF MONROE COUNTY, FLORIDA**

By: Isabelo L. DeSantis  
Deputy Clerk

By: George L. Neugeb  
Mayor/Chairman

Date: 4-15-09

MONROE COUNTY ATTORNEY  
APPROVED AS TO FORM:

Stephanie A. Cotton  
BEZANNE A. COTTON  
COUNTY ATTORNEY  
4/06/09

2009 MAY 15 PM 2: 06

FILED FOR RECORD

(Seal)

Attest:

By: [Signature]  
Title: Project Coordinator

**CONSULTANT**

By: [Signature]  
Title: VICE PRESIDENT

**END OF AGREEMENT**

**ATTACHMENT A**

## **ATTACHMENT A**

This agreement is for the development and implementation of the non-ad valorem special assessment program for collection of wastewater connection fees from property owners in the Cudjoe Regional Wastewater Service Area, which includes parcels in Upper and Lower Sugarloaf Keys, Cudjoe Key, Summerland Key, Ramrod Key, Torch Keys, Big Pine Key, and No Name Key in Monroe County. The development of the non-ad valorem tax roll for the Cudjoe Regional Service Area is described in Tasks 1 – 5. Ongoing services for annual maintenance of Monroe County wastewater assessment rolls are described in Task 6.

### **Task 1 - Evaluate existing data sources and identify methodologies for developing the preliminary assessment roll.**

The Consultant will obtain and review existing data sources such as project area maps, the Monroe County GIS database and Tier data, Monroe County Property Appraisers data, ad valorem tax rolls, existing FKAA customer lists, and FKAA equivalent dwelling unit (EDU) assignments for existing customers and future development. It is estimated that there are 6,650 EDUS in the Cudjoe Regional Service Area. The Respondent will develop alternative methodologies for development of the preliminary assessment roll and recommend the preferred methodology. Alternative methodologies for development of the preliminary assessment role should include, but not be limited to, the following approaches:

- Merge ad valorem tax roll with FKAA customers.
- Merge existing FKAA customers with Tier III properties.

Under the proposed Monroe County Tier System, properties are designated Tier I, II, or III based on their importance to habitat conservation. Tier III parcels are considered least critical to habitat preservation.

The methodology should include identification of undeveloped properties likely to require future wastewater service. An opt-in program and a different capacity reservation fee have been contemplated.

### **Task 2 – Develop Preliminary Assessment Roll upon approval of methodology by County.**

The Consultant will develop the preliminary assessment roll and print, stuff, and mail first class notices to property owners. An electronic summary spreadsheet that includes property owner name, address, EDU allocation, and property Tier designation will be provided to Monroe County and FKAA. The spreadsheet will be used by FKAA during the EDU allocation appeal process.

### **Task 3 – Certification of Final Assessment Roll**

Consultant will make necessary revisions to the preliminary assessment roll prior to providing the certified final assessment roll to the county's tax collector. The Respondent will contact the tax collector at 305-295-5010 to identify the required layout

of the final assessment roll and number of copies to be provided on CD and in hard copy. Necessary revisions may include:

- Addition of vacant parcels or deletion of vacant parcels depending on selected methodology for collection of connection fees for vacant parcels.
- Adjustments to EDU allocations following appeal to the FKAA Board of Directors.

**Task 4 – Provide direction to Monroe County for compliance with statutory requirements associated with collection of special assessment by the uniform method.**

Consultant will review County Code and implementing resolutions associated with the assessment program and provide assistance with the legal requirements for public hearings and the development of appropriate published notices, as needed.

**Task 5 – Conduct Progress Meetings**

Consultant will schedule, plan and conduct meetings, as needed. Up to three meetings which may include a kick-off meeting, progress meeting with County and FKAA staff, and one presentation to the Board of County Commissioners are included in this basic scope of services.

**Task 6 – Provide proposal for annual maintenance and certification of the non-ad valorem special assessment rolls for Cudjoe Regional Service Area, Stock Island, Big Coppitt and Duck Key Service Areas.**

Consultant will provide ongoing administrative services for update and maintenance of the databases necessary to create and certify the final assessment roll on an annual basis in compliance with statutory timeframes. County contemplates transfer of the responsibility for annual maintenance to County staff at some future date.

Task 6 also includes the development of an online database for County staff to create pay off memos and enter payoffs that are received. The Consultant will manage the database annually by providing the County with a list of payoffs received. It is anticipated that this online database will streamline the annual maintenance of the roll, which will result in a reduced cost for annual maintenance services.

Annual services for Task 6 are for an initial five year period and include an option to extend for an additional five-year period.

**ATTACHMENT B**

## **ATTACHMENT B**

The fixed fee price for tasks 1-5 is \$55,080. Payment for production and mailing of statutorily required first class notices will be billed on an individual basis not to exceed \$1.28. County agrees to pay a set-up fee of \$400.00 for mailing to less than 2,000 parcels. Fees associated with newspaper publications and obtaining data from the property appraiser will be paid by Monroe County.

### **Payment Schedule Tasks 1-5**

April 2009	25% of fixed fee (\$13,770.00)
June 2009	25% of fixed fee (\$13,770.00)
August 2009	25% of fixed fee (\$13,770.00)
October 2009	25% of fixed fee (\$13,770.00)

The fixed price for task 6 first year services is \$23,500. This includes the certification of the 2009 assessment rolls for the Stock Island, Big Coppitt, & Duck Key Assessment Programs and annual maintenance of the payment database. The fixed fee price for year 2 – 5 services is \$40,000. This includes the certification of the annual assessment rolls for the Stock Island, Big Coppitt, Duck Key and Cudjoe Regional Assessment Programs and annual maintenance of the payment database.

### **Payment Schedule Task 6 (Year 1)**

April 2009	25% of fixed fee (\$5,875.00)
June 2009	25% of fixed fee (\$5,875.00)
August 2009	25% of fixed fee (\$5,875.00)
October 2009	25% of fixed fee (\$5,875.00)

### **Payment Schedule Task 6 (Year 2-5)**

January 2010-2013	25% of fixed fee (\$10,000.00)
April 2010-2013	25% of fixed fee (\$10,000.00)
July 2010-2013	25% of fixed fee (\$10,000.00)
September 2010-2013	25% of fixed fee (\$10,000.00)

The fee for professional services for Tasks 1-6 (Year 1) includes a total of 3 on-site visits by GSG. Meetings in excess will be billed at an hourly rate of \$180.

### **Reimbursable Expenses**

All expenses related to on-site meetings will be billed in accordance with Florida Statute 112.061 and Monroe County Ordinance 004-2004. Travel expenses must be submitted on a State of Florida Voucher for Reimbursement of Travel Expenses. Receipts showing a zero balance are required for airfare, hotel and car arrangements. Boarding passes must be submitted for air travel. The Monroe County per diem for breakfast, lunch, and dinner are \$6.00, \$11.00, and \$19.00, respectively. Monroe County does not reimburse for parking at or travel to the destination airport.



December 14, 2010

**Via Electronic Transmission**

Elizabeth A. Wood, Senior Administrator  
Monroe County Sewer Projects  
1100 Simonton Street, Suite 2-216  
Key West, FL 33040

**Re: Monroe County Cudjoe Key Wastewater Assessment Program – Fiscal Year 2011-12**

Dear Liz,

Based on our telephone discussion last week, this correspondence is written for Government Services Group, Inc. (GSG) to provide a revised scope of services and fees for our continuing assistance in the development and implementation of the wastewater assessment program for Cudjoe Key for Fiscal Year 2011-12 pursuant to the Agreement for Consulting Services (Agreement) between GSG and Monroe County (County) dated April 15, 2009 and effective through Fiscal Year 2013-14. The Agreement contemplated that the development and implementation of the wastewater assessment program for Cudjoe Key would be completed in 2009 for Fiscal Year 2009-10. Based on that assumption, the original fees for Fiscal Year 2009-10 and Fiscal Year 2010-11 through 2013-14 were as follows:

**Monroe County Wastewater Assessment Program Original Fees**

	<b>Fiscal Year 2009-10</b>	<b>Fiscal Year 2010-11 through 2013-14</b>
Cudjoe Key	\$55,080.00	Included in other fees
Annual Services: Big Coppitt, Duck Key, Stock Island & Web Application	\$23,500.00	\$40,000.00

Although the Cudjoe Key assessment program was deferred just prior to the adoption of the preliminary assessment resolution in 2009, GSG billed and was paid \$35,912.00 in 2009, leaving \$19,168.00 for the future development and implementation of the Cudjoe Key assessment program. Based on our discussions on February 1, 2010 regarding the potential implementation of the Cudjoe Key assessment program for Fiscal Year 2010-11, GSG billed the County \$3,750.00 in March 2010 and \$3,750.00 in May 2010; however, the County did not remit payment for these invoices so the outstanding amount still available for the development and implementation of the Cudjoe Key assessment program is \$19,168.00.

On our phone call last week, the County requested that GSG provide EDU totals for subareas within the Cudjoe Key assessment area. In addition, the County may want to explore a tiered approach that charges properties based on specific components of the wastewater services (e.g., wastewater treatment costs versus collection and/or connection costs). These modifications to the parameters of the original Cudjoe Key assessment program will require GSG to conduct additional work effort not originally contemplated.

Therefore, this revised scope of services and fee for the development and implementation of the Cudjoe Key assessment program addresses the new program parameters and is also based on the following assumptions:

**Tallahassee**  
1500 Mahan Drive, Suite 250  
Tallahassee, FL 32308  
(850) 681-3717 Tel • (850) 224-7206 Fax  
(866) 896-4747 Toll Free

**Orlando**  
280 Wekiva Springs Rd, Suite 2000  
Longwood, FL 32779  
(407) 629-6900 Tel • (407) 629-6963 Fax  
(877) 552-3482 Toll Free

**Miami**  
2655 LeJeune Road, Pent House 1-G  
Coral Gables, FL 33134  
(305) 374-0650 Tel  
(305) 374-4933 Fax

1. County will provide notice to proceed by January 20, 2011.
2. The preliminary database will be based on the data prepared for the Fiscal Year 2009-10 assessment program and will not be updated except for any parcels that have improved since 2009 or parcels that have changed from Single Family Residential (SFR) properties to non-SFR properties or vice versa.
3. The rules for the assessment program are:
  - a) PC Code directs the assessment category.
  - b) SFR = 1 EDU
  - c) Non-SFR properties = average flow in gallons per day (gpd) for highest 3 months/167 gpd. Due to the change to new data format by FCAA effective October 2007, the 18-month time period used for water flow included October 2007 through March 2009 (inclusive).
  - d) Vacant parcels are not included in the assessment program.
  - e) Cold spot parcels are not included in the assessment program.
4. The County will provide direction to resolve the following outstanding data issues:
  - a) Meters less than 1.0 EDU
  - b) Possible high meters
  - c) Marinas-docks
  - d) Parcels sharing a meter
  - e) No meter match
  - f) Nursery parcels
5. GSG will provide preliminary information based on the afore-mentioned assumptions by April 15, 2011.

## **SCOPE OF SERVICES**

Based on the scope of services within the Agreement and the aforementioned assumptions, GSG proposes the following tasks for the development and implementation of the Cudjoe Key assessment program for Fiscal Year 2011-12:

- Task 1:** Re-evaluate existing data sources and identify methodologies for developing the preliminary assessment roll.
- Task 2:** Develop Preliminary Assessment Roll upon approval of methodology by County.
- Task 3:** Certification of Final Assessment Roll
- Task 4:** Provide direction to Monroe County for compliance with statutory requirements associated with collection of special assessment by the uniform method.
- Task 5:** Conduct Progress Meetings

## PROPOSED FEES

The fee for GSG to provide the professional services described in the proposed scope of services will be \$35,000. This fee includes reimbursement for all out-of-pocket expenses, except as noted below.

The professional services fee includes two on-site visits to the County. Any additional on-site meetings by GSG staff 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 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 professional services 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 \$1.30 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 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 assessment program.

## DELIVERABLES SCHEDULE

Event	Schedule
Notice to Proceed	By January 20, 2011
Prepare Preliminary Assessment Roll	April 1, 2011
Develop Revenue Requirements	April 1, 2011
Calculate Assessment Rates	April 15, 2011
Notice to Proceed with Implementation	By May 1, 2011
Implementation	May - September 2011

**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 by January 20, 2011. 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>Payment Due</b>	<b>Percent of Total</b>	<b>Amount Due</b>
February 2011	25% of professional services fee	\$8,750
March 2011	25% of professional services fee	\$8,750
April 2011	25% of professional services fee	\$8,750
September 2011	25% of professional services fee	\$8,750
<b>Total</b>		<b>\$35,000</b>

The execution of this letter agreement indicates acceptance of this proposal and notice to proceed. Upon execution of this agreement, please provide us with a signed copy for our files. We look forward to working with you on this project. If you have any questions, please feel free to telephone me.

Sincerely,



Camille P. Tharpe  
Senior Vice President

**ACCEPTED AND AGREED TO FOR FISCAL YEAR 2011-12:**

BY \_\_\_\_\_  
**MONROE COUNTY**

\_\_\_\_\_  
**DATE**

## ATTACHMENT C

The fixed fee for Tasks 1 – 5 to develop and implement the Cudjoe Regional Assessment Program is amended based on scope changes to \$70,802.

### Payment Schedule Tasks 1-5

25% of fixed fee (\$8,750)	Delivery of preliminary assessment roll based on 2011 PA data and estimate of assessable EDUs for revised scope service areas (estimated Feb 1, 2011)
25% of fixed fee (\$8,750)	Delivery of preliminary assessment roll and list of properties requiring field verification (assumes scope issues related to vacant, expanded service area, or other are resolved by Feb 18, 2011) (estimated March 1, 2011)
25% of fixed fee (\$8,750)	Upon notice (estimated April 1, 2011)
25% of fixed fee (\$8,750)	Upon certification of Cudjoe Regional Assessment Program to tax collector (Estimated mid-September 2011 or earlier)

### Payment Schedule Task 6 (Big Coppitt, Duck Key and Stock Island Annual Services)

January 2011	25% of fixed fee (\$5,875.00)
April 2011	25% of fixed fee (\$5,875.00)
July 2011	25% of fixed fee (\$5,875.00)
September 2011	25% of fixed fee (\$5,875.00)

### Payment Schedule Task 6 (Cudjoe Regional, Big Coppitt, Duck Key and Stock Island Annual Services)

January 2012-2013	25% of fixed fee (\$10,000.00 per year)
April 2012-2013	25% of fixed fee (\$10,000.00 per year)
July 2012-2013	25% of fixed fee (\$10,000.00 per year)
September 2012-2013	25% of fixed fee (\$10,000.00 per year)





# CERTIFICATE OF LIABILITY INSURANCE

OP ID: GS

DATE (MM/DD/YYYY)

01/06/11

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Earl Bacon Agency, Inc 3131 Lonnbladh Road P.O. Box 12039 Tallahassee, FL 32317 John R. Nylan, Jr/A194134	850-878-2121 850-878-2128	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): E-MAIL ADDRESS: PRODUCER CUSTOMER ID #: GOVER-4	FAX (A/C, No):
<b>INSURED</b> Government Services Group, Inc. Kathy Lindsey 1500 Mahan Dr., #250 Tallahassee, FL 32308	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
		<b>INSURER A:</b> Underwriters at Lloyds, London	
		<b>INSURER B:</b>	
		<b>INSURER C:</b>	
		<b>INSURER D:</b>	
		<b>INSURER E:</b>	
		<b>INSURER F:</b>	

**COVERAGES**

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>GENERAL LIABILITY</b> <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DEDUCTIBLE \$ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						<input type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional			MEO106797710	07/13/10	07/13/11	P/ Claim 5,000,000 Aggregate 5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
 Claims-Made form; Retro Date: 7/13/05  
 Deductible: \$5,000

**CERTIFICATE HOLDER****CANCELLATION**

MOCOKE2

Monroe County  
 1100 Simonton Street  
 Key West, FL 33040

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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