

AMENDMENT NO. 3 TO THE
PROFESSIONAL SERVICE AGREEMENT FOR NASSAU COUNTY

THIS AMENDMENT entered into this _____ day of _____, 2020 by and between the **BOARD OF COUNTY COMMISSIONERS OF NASSAU COUNTY, FLORIDA**, a political subdivision of the State of Florida, (hereinafter referred to as "County") and **Government Services Group, Inc. (GSG)** located at 1500 Mahan Drive, Suite 250, Tallahassee, Florida, 32308 (hereinafter referred to as "Consultant").

WHEREAS, the parties entered into an Agreement dated June 24, 2020, for professional services for the development of the County's CARES Act Plan; and

WHEREAS, the Agreement provided for an initial term of one (1) month beginning June 24, 2020; and

WHEREAS, on July 6, 2020, the Board of County Commissioners directed staff to negotiate a contract with GSG for professional services in relation to implementing the CARES Act Expenditure Plan; and

WHEREAS, on July 29, 2020, the parties amended and extended the Agreement for an additional two (2) weeks beginning August 1, 2020, and ending August 15, 2020; and

WHEREAS, on August 12, 2020 the parties amended and extended the Agreement for an additional two (2) weeks beginning August 16, 2020, and ending August 30, 2020; and

WHEREAS, on August 18, 2020, as directed by the Board of County Commissioners, a negotiation session was held between County Staff and GSG regarding an amendment to the existing Agreement to extend the term of the Agreement and scope of services to be provided; and

WHEREAS, the negotiation session of August 18, 2020 resulted in a revised scope of services and fee schedule,

attached to this Agreement as Attachment "A", providing additional clarity as to hours and expense categorized by funded Nassau CARES Expenditure Plan "Tiers"; and

WHEREAS, provisions in the CARES Act provide for the potential of a "callback" of CARES Act funds from the County by the US Treasury and/or State of Florida. As such, and in addition to protecting the health, safety and general welfare of the public, the County finds it is in the best interest of the citizens of Nassau County to amend and extend this Agreement for an additional four (4) months beginning August 31, 2020, and ending December 30, 2020; and

WHEREAS, the parties agree to increase the total Agreement in the amount not to exceed \$850,500. Phase 1 \$112,500 and Phase 2 \$738,000 based on the receipt of the full allocation of \$15,464,380 as approved by the Florida Legislature, and all four "Tiers" of the Nassau CARES Expenditure Plan being funded by the Board of County Commissioners; and

WHEREAS, the parties agree, as defined in the scope of services attached to this Agreement as Attachment "A", that the total not to exceed amount of the Agreement will vary dependent upon the Board of County Commissioners funding of each Tier of the Nassau CARES Expenditure Plan and the amount of actual CARES Act funds received by the County from the State of Florida;

NOW, THEREFORE, FOR AND IN CONSIDERATION of the mutual covenants and agreements herein contained, the parties hereto agree as follows:

1. This Agreement is hereby amended to extend the term four (4) months beginning August 31, 2020, and ending December 30, 2020.

2. This Agreement is hereby amended to increase the compensation of the Agreement with a total sum not to exceed \$850,500 for services provided under the County's CARES Act (Nassau CARES) funded through the Florida Division of Emergency Management. Notwithstanding the above, the not to exceed amount of this Agreement will vary based on the Board of County Commissioners funding of each "Tier" of the Nassau CARES Expenditure Plan and the actual amount of CARES Act funding received by the County from the State of Florida. Attachment "A" of this Agreement defines the fee amount and hours associated with each Tier of the Nassau CARES Expenditure Plan broken into three scenerios.
3. This Agreement is hereby amended to include Phase 2 which includes program review, program management, and program closeout/wrap up and monitoring services for the Nassau CARES Expenditure Plan based upon the funding of each "Tier" of the plan by the Board of County Commissioners as defined in Attachment "A" of this Agreement. Based on CARES Act guidelines as of the date of this addendum, Phase 2 services that extend beyond December 30, 2020, are not eligible for reimbursement under the CARES Act. No work shall be commenced by GSG after the date of December 30, 2020 without approval from the Board of County Commissioners. Notwithstanding the above, in the event the regulatory controls associated with CARES Act funds are amended by the State and/or Federal government allowing CARES Act funds to be expended after December 30, 2020, this agreement may be extended by mutual agreement, in writing, between the

two parties and work by GSG executing the scope of services in Attachment "A" may continue without additional approval by the Board of County Commissioners. However, in no case shall the scope of services or associated fee exceed the defined not to exceed amount for each "Tier" of the Nassau CARES Expenditure Plan as defined in Attachment "A". Consultant shall provide professional services in accordance with the Scope of Services set forth in Attachment "A" for Phase 2, hereto and incorporated by reference.

4. All other provisions of said Agreement not in conflict with this Amendment shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the day and year first stated above.

(Signatuers follow on next page)

**BOARD OF COUNTY COMMISSIONERS
NASSAU COUNTY, FLORIDA**

DANIEL B. LEEPER

Its: Chair

Date: _____

Attest as to authenticity of
Chairman's Signature:

JOHN A. CRAWFORD

Ex-Officio Clerk

Approved as to form and legality by the
Nassau County Attorney:

MICHAEL MULLIN

County Attorney

Government Services Group, Inc

By: _____

Its: _____

Date: _____



GOVERNMENT SERVICES GROUP, INC.

WeServeGovernments.com

August 5, 2020

Via Electronic Transmission

Mr. Taco E. Pope, AICP
Asst. County Manager
Nassau County Board of County Commissioners
96135 Nassau Place
Yulee, FL 32097

Re: CARES Act

Dear Mr. Pope,

Per our discussion, attached please find our addendum to assist Nassau County (the "County") in the management of the County's CARES Act Plan ("Plan") submitted to the Florida Division of Emergency Management ("FDEM") and subsequently amended or updated. Our Team includes Government Services Group ("GSG") and Thomas Howell Ferguson, P.A. ("THF").

We have provided a work plan, Attachment A, that has been tailored to the needs of the County. Please review the attached scope of service, and upon review and satisfactory determination, please incorporate the attached scope of services and fee schedule into the County's preferred contract format at an amount not to exceed \$850,500. Execution of the contract that includes the attached scope of services and fee schedule will serve as proper notice to proceed. Upon execution, please provide us with a signed copy for our files.

We are very excited about the opportunity to work with the County on this important initiative. Should you have any questions or concerns, please do not hesitate to contact me at (407) 681-3717 or DJahosky@govserv.com.

Sincerely,

A handwritten signature in blue ink, appearing to read 'DJahosky', is written over a blue-outlined rectangular box.

David G. Jahosky

Appendix

NASSAU CARES
PROGRAM MANAGEMENT SERVICES
NASSAU COUNTY, FLORIDA

Scope of Services

PROJECT TASKS

During the *duration of the agreement with the County*, the GSG Team will propose to complete the following tasks:

	Description	Work Product
Task 1.: CARES Program Review August 16 to September 15, 2020	<ul style="list-style-type: none"> ➤ Conduct compliance risk review prior to determining CARES Act funding eligibility ➤ Review Small Business Assistance applications and determine eligibility ➤ Review Individual Assistance Applications for the Board Funded Supplemental CFR Rental and Mortgage Assistance Programs ➤ Support <i>Nassau CARES</i> Website ➤ Manage Website and Application "Go-Live" ➤ Provide Technical Assistance to Applicants ➤ Facilitate Disbursement of Funds 	<ul style="list-style-type: none"> ➤ Finalize Technical and Documentation Requirements ➤ Reports Design for Nassau Cares Accountability and Transparency Dashboard ➤ Finalize Compliance Risk Review Process ➤ Application processing
Task 2.: Nassau CARES Program Management August 16 to December 15, 2020	<ul style="list-style-type: none"> ➤ Continue Analyzing Guidance Updates from U.S. Treasury and the Florida Division of Emergency Management (FDEM) ➤ Review Requests for Reimbursement and provide completed Review Packages with a <i>Nassau CARES</i> Team Recommendation to County Officials for a Funding Decision ➤ Provide Application Payment Information and Supporting Documentation to the Clerk's Accounts Payable Division for Disbursement ➤ Track BOCC, Constitutional and subrecipient final expenditures against planned spend ➤ Report to internal and external stakeholders per defined requirements ➤ Provide technical assistance, grants management operations, and status reporting ➤ Update and monitor document requirements for County disbursement of CARES funds ➤ Consolidate data on a scheduled basis in template format from other programs and produce consolidated reports 	<ul style="list-style-type: none"> ➤ Minor enhancements to the Nassau CARES plan ➤ Updates to the BOCC approved plan priority lists ➤ Technical support ➤ Compliance, execution, and outcomes reports & dashboards ➤ Status updates to BOCC and County Manager's Office on <i>Nassau CARES</i> eligibility requirements, disbursement requirements, and designed reports ➤ Issue Required Reports to FDEM

Description	Work Product
<p>Task 3.: Nassau CARES Program Wrap-Up November 15 to December 30, 2020</p> <ul style="list-style-type: none"> ➤ Support County with Stakeholders Meetings and Preparation for FDEM or U.S. Treasury Compliance Reviews or Monitoring ➤ Support Resolution of Disputes and Identification of Questioned Expenditures to Avoid Claw-Back Provisions ➤ Support Knowledge Transfer Activities ➤ Provide Reporting to FDEM and Stakeholders on Program Outcomes ➤ Conduct Remote Closeout Activities in Compliance with OMB Guidelines, FDEM Agreement and County Policies 	<ul style="list-style-type: none"> ➤ Prepare Reports and Requests for Reimbursement ➤ Reconcile Requests for Reimbursement to Approved <i>Nassau CARES</i> Program Costs ➤ Provide Supporting Documentation and Backup Data ➤ Conduct Required Close-out Activities

FEES AND EXPENSES

The prior Agreement dated June 24, 2020, is amended to increase the compensation of the original Agreement with a total sum not to exceed \$850,500 (Phase One - \$112,500 and Phase Two - \$738,000) for services provided under the County’s CARES Act (Nassau CARES) funded through the Florida Division of Emergency Management.

For the professional services and specialized assistance provided by the Project Team, proposes a time and expense arrangement for professional fees and out of pocket expenses. All expenses related to these requested services will be billed in accordance with section 112.061, Florida Statutes. Given the condensed timeframe and complex nature of the objectives, we are proposing to use a higher than normal level of experienced and senior level staff to complete the project.

GSG’s proposed budget for Phase Two provides several scenarios for the County and considers the Proposed Funding Tiers in the *Nassau CARES* Plan. As such, GSG’s proposed project approach provides different scenarios for funding such as:

Scenario 1	Scenario 2	Scenario 3
<ul style="list-style-type: none"> • Funding is Approved for Tiers 1, 2, 3 and 4 • GSG Proposed Hours 4,428 • Fees not to Exceed \$738,000 	<ul style="list-style-type: none"> • Funding is Approved for Tiers 1 and 2, only • GSG Proposed Hours 3,273 • Fees not to Exceed \$534,760 	<ul style="list-style-type: none"> • Funding Approved for Tiers 1, 2 and 3, only • GSG Proposed Hours 3,850 • Fees not to Exceed \$648,750

The Project Team has provided the following detailed Project Plan for Phase Two:

Phase Two: Nassau CARES Program Management	Period	Proposed Hours - Tiers 1, 2, 3 and 4							Expenses	Not to Exceed	Fee by Tiers by Scenario					
		Hourly Rate					Total Hours	Fees			Hours Rvsd	Tiers 1 & 2 Not to Exceed	Reduction	Revised Hours	Tiers 1, 2 & 3 Not to Exceed	Reduction
		\$250 Sr. Advisor	\$185 Project Manager	\$135 Database Analyst	\$90 Project Lead	\$80 Project Analyst										
Task 1. CARES Program Review																
Conduct compliance risk review prior to determining CARES Act funding eligibility	8/16/2020 to 9/15/2020	94	40	20	40	128	322	\$47,440		\$47,440	322	\$47,440	\$0	322	\$47,440	\$0
Review Small Business Assistance applications and determine eligibility		88	64	32	64	120	368	\$53,520		\$53,520	368	\$53,520	\$0	368	\$53,520	\$0
Review Individual Assistance Applications for the Board Funded Supplemental CFR Rental and Mortgage Assistance Programs		64	36	18	36	88	242	\$35,370		\$35,370	242	\$35,370	\$0	242	\$35,370	\$0
Support Nassau CARES Website		28	24	12	24	38	126	\$18,260		\$18,260	126	\$18,260	\$0	126	\$18,260	\$0
Manage Website and Application "Go-Live"		16	16	8	16	22	78	\$11,240		\$11,240	78	\$11,240	\$0	78	\$11,240	\$0
Provide Technical Assistance to Applicants		20	16	8	16	28	88	\$12,720		\$12,720	88	\$12,720	\$0	88	\$12,720	\$0
Facilitate Disbursement of Funds		40	24	12	24	56	156	\$22,700		\$22,700	156	\$22,700	\$0	156	\$22,700	\$0
Temporary Workers		-	-	-	-	-	-	\$0	\$45,000	\$45,000	-	\$45,000	\$0	-	\$45,000	\$0
Travel and Expenses		-	-	-	-	-	-	\$0	\$11,920	\$11,920	-	\$11,920	\$0	-	\$11,920	\$0
Phase Two, Task 1: Sub Total		350	220	110	220	480	1,380	\$201,250	\$56,920	\$258,170	1,380	\$258,170	\$0	1,380	\$258,170	\$0
Task 2. Nassau CARES Program Management																
Continue Analyzing Guidance Updates from U.S. Treasury and the Florida Division of Emergency Management (FDEM)	8/16/2020 to 12/15/2020	12	4	-	4	4	24	\$4,420		\$4,420	24	\$4,420	\$0	24	\$4,420	\$0
Review Requests for Reimbursement and provide completed Review Packages with a Nassau CARES Team Recommendation to County Officials for a Funding Decision		80	80	4	68	170	402	\$55,060		\$55,060	241	\$33,036	(\$22,024)	322	\$44,048	(\$13,214)
Provide Application Payment Information and Supporting Documentation to the Clerk's Accounts Payable Division for Disbursement		88	64	40	120	240	552	\$69,240		\$69,240	331	\$41,544	(\$27,696)	442	\$55,392	(\$16,618)
Track BOCC, Constitutional and subrecipient final expenditures against planned spend		80	88	20	52	40	280	\$46,860		\$46,860	168	\$28,116	(\$18,744)	224	\$37,488	(\$11,246)
Report to internal and external stakeholders per defined requirements		66	16	24	16	24	146	\$26,060		\$26,060	88	\$15,636	(\$10,424)	117	\$20,848	(\$6,254)
Provide technical assistance, grants management operations, and status reporting		160	16	18	16	32	242	\$49,390		\$49,390	145	\$29,634	(\$19,756)	194	\$39,512	(\$11,854)
Update and monitor document requirements for County disbursement of CARES funds		24	24	12	16	56	132	\$17,980		\$17,980	79	\$10,788	(\$7,192)	106	\$14,384	(\$4,315)
Consolidate data on a scheduled basis in template format from other programs and produce consolidated reports		4	8	32	8	40	92	\$10,720		\$10,720	55	\$6,432	(\$4,288)	74	\$8,576	(\$2,573)
Travel Expenses								\$0	\$13,100	\$13,100	-	\$7,860	(\$5,240)	-	\$10,480	(\$2,620)
Phase Two, Task 2: Sub Total		514	300	150	300	606	1,870	\$279,730	\$13,100	\$292,830	1,132	\$177,466	(\$115,364)	1,501	\$235,148	(\$68,694)

	Period	Proposed Hours - Tiers 1, 2, 3 and 4							Expenses	Not to Exceed	Fee by Tiers by Scenario						
		Hourly Rate						Total Hours			Fees	Hours Rvsd	Tiers 1 & 2 Not to Exceed	Reduction	Revised Hours	Tiers 1, 2 & 3 Not to Exceed	Reduction
		\$250	\$185	\$135	\$90	\$80											
Phase Two: Nassau CARES Program Management																	
<i>Task 3. Nassau CARES Program Wrap-Up</i>																	
Support County with Stakeholders Meetings and Preparation for FDEM or U.S. Treasury Compliance Reviews or Monitoring	11/15/2020 to 12/30/2020	80	40	8	4	4	136	\$29,160		\$29,160	136	\$4,420	(\$24,740)	136	\$29,160	\$0	
Support Resolution of Disputes and Identification of Questioned Expenditures to Avoid Claw-Back Provisions		24	80	4	68	88	264	\$34,500		\$34,500	158	\$20,700	(\$13,800)	211	\$27,600	(\$8,280)	
Support Knowledge Transfer Activities		64	64	40	120	120	408	\$53,640		\$53,640	245	\$32,184	(\$21,456)	326	\$42,912	(\$12,874)	
Provide Reporting to FDEM and Stakeholders on Program Outcomes		36	80	20	52	40	228	\$34,380		\$34,380	137	\$20,628	(\$13,752)	182	\$27,504	(\$8,251)	
Conduct Remote Closeout Activities in Compliance with OMB Guidelines, FDEM Agreement and County Policies		42	16	40	16	28	142	\$22,540		\$22,540	85	\$13,524	(\$9,016)	114	\$18,032	(\$5,410)	
Travel Expenses								\$0	\$12,780	\$12,780	-	\$7,668	(\$5,240)	-	\$10,224	(\$2,620)	
Phase Two, Task 3: Sub Total		246	280	112	260	280	1,178	\$174,220	\$12,780	\$187,000	761	\$99,124	(\$88,004)	970	\$155,432	(\$37,434)	
PHASE TWO - NOT TO EXCEED		1,110	800	372	780	1,366	4,428	\$655,200	\$82,800	\$738,000	3,273	\$534,760	(\$203,368)	3,850	\$648,750	(\$106,129)	

Please note, the Team includes the total number of members by Position Category:

Category Number	Sr. Advisor	Project Mgr	Data Analyst	Proj Lead	Analyst	Total
	3	2	2	2	4	13

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PROJECT SCHEDULE

The Team is prepared provide services from the date of Execution through December 30, 2020. The Team is available to provide additional support to the County after December 30, 2020. Please note, GSG did not include the cost of providing services to the County post December 30, 2020. Costs for GSG post-December 30, 2020 services are excluded from this proposal as these activities are not eligible for reimbursement under the CARES Act.

BILLING SCHEDULE

The fee for professional services be due and payable on the following schedule:

- Week of August 17, 2020,
- Week of September 17, 2020,
- Week of October 14, 2020,
- Week of November 16, 2020, and
- Week of December 17, 2020.

**NASSAU COUNTY, FLORIDA
ACCEPTED AND AGREED:**

BY:

DATE:

TITLE:
