AGREEMENT TO PIGGYBACK A CONTRACT FOR SERVICES SOLICITED BY ANOTHER PUBLIC ENTITY

THIS AGREEMENT is made as of the <u>23rd</u> day of <u>August</u> in the year 2021, between THE CITY OF LEESBURG, a Florida Municipal Corporation, whose address is 501 West Meadow Street, Post Office Box 490630, Leesburg, Florida 34749-0630 (hereinafter referred to as the "CITY"), and **GOVERNMENT SERVICES GROUP, INC.** whose address is 1500 Jahan Drive, Suite 250, Tallahassee, Florida 32308 (hereinafter referred to as the "CONTRACTOR").

WHEREAS, The City of Leesburg, a Florida municipal corporation ("CITY") has the legal authority to "piggyback" onto a contract procured by another government entity when seeking to utilize the same or similar services provided by the said contract; and

WHEREAS, the CITY desires to "piggyback" onto the above referenced Contract between the CONTRACTOR and the State of Florida, Department of Management Services (State) for utilization of the same or similar services for Management Consulting Services State of Florida Contract No. 80101500-20-1 (Contract) and the Contractor consents to the aforesaid "piggybacking".

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

1. **AFFIRMATION**

The CONTRACTOR affirms and ratifies the terms and conditions of the above referenced Contract with the State and agrees to perform the services set forth herein as Attachment 'A' for the CITY in accordance with the terms of said Contract through the ending date of the Contract.

2. CHANGES

Services shall be provided in accordance with the terms of the Contract with the State of Florida, Department of Management Services except for the following changes. All other terms shall remain.

- a. **Point of Delivery.** Services for the CITY shall be made to the locations as designated by the CITY.
- b. **Party Substitution**. References to "State of Florida, Department of Management Services" or "Department" shall be replaced with City of Leesburg (CITY).

3. SCOPE OF SERVICES

The Scope of Services (Services) to be provided under this Agreement are generally described as, "Technical and project assistance related to the City's implementation of the American Rescue Plan Act (ARPA) services." The Scope of Services is described in detail in Attachment 'A'.

4. **COMPENSATION**

Compensation for the Services detailed in Attachment 'A' will not exceed \$49,000.00 unless additional compensation is authorized in writing and mutually agreed to by the parties.

5. **AMENDMENT**

Any Amendments to the "piggybacked" Contract between CONTRACTOR and State of Florida, Department of Management Services will be automatically incorporated into this Agreement; including extension of the Contract term.

6. **COUNTERPARTS**

This Agreement may be executed in multiple counterparts, each of which may be considered an original, but all of which together shall constitute but one and the same instrument. This Agreement when signed by a party may be delivered by electronic mail or facsimile transmission with the same force and effect as if the same were an executed and delivered original, manually-signed counterpart.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date stated in the preamble to the Agreement.

GOVERNMENT	SERVICES	GROUP,	INC.

By:

Its:

Vice President

(Title)

CITY OF LEESBYRG, FLORIDA

John Christian, Mayor

ATTEST:

J. Andi Purvis, City Clerk

APPROVED AS TO FORM:

Fred A. Morrison, City Attorney

ATTACHMENT 'A'

Task Authorization

Florida Department of Management Services, Management Consulting Services Contract #80101500-20

August 5, 2021

Project Objective and Services Provided by Government Services Group, Inc (GSG)

The City of Leesburg (City) is seeking technical and project assistance related to the City's implementation of the American Rescue Plan Act (ARPA) services. GSG will provide the following services, as needed, to the City for the duration of the project:

ARPA Service/Task Description			
Provide advice to the City about accounting and compliance procedures related to federal grants.	9. Assist with developing closeout strategies and procedures for the City and assist the City with implementing those strategies and procedures.		
2. Support to meet all stated deadlines to meet ARPA Act of 2021 required timelines to recover full reimbursement.	10. Assist with responding to any requests for audit information by any source and assist with preparing responses to any audit.		
3. Meet with federal representatives and/or state representatives as requested to discuss the City's COVID-19 related costs and expenditures.	11. Use generally recognized accounting principles in carrying out any of the services pursuant to the contract.		
4. Assist the City in completing the appropriate documentation required for federal grant funding and submitting all eligible expenditures to the appropriate agencies within the required deadline.	12. Provide miscellaneous services not otherwise described but which the City may require during the contract or any other tasks associated with accounting services or documentation reimbursement process as requested by the City.		
5. Provide assistance to determine if any eligible expenses have not been quantified and presented for reimbursement.	13. Provide the City with a final report summarizing the total reimbursement requested, total expenditures by Project Worksheet, and any special circumstances.		
6. Assist in tracking all documentation submitted to the cognizant agency.	14. Provide technical assistance with developing, promoting, and maintaining public-facing web-based portals to publish information.		
7. Maintain records of all the documentation provided by the City submitted to any outside agency for reimbursement and provide the City with said copies.	15. Provide technical assistance with developing, promoting, and maintaining a secured web-based portal to collect sub-recipient information and documentation to substantiate their request for reimbursement under the CSLFRF.		
8. Assist City staff in organizing, reviewing, evaluating, auditing, and tracking City department requests for CSLFRF reimbursements. Reconcile City departmental invoices with City CSLFRF reports. Evaluate City	16. Provide and present comprehensive financial reports and analysis to present to the City Commission and\or Committees.		
departmental timesheets for eligibility and audit timesheets against existing payroll records. Prepare a final submission for U.S. Inspector General Review.	17. Work with the City's external auditors, who represent the City as Compliance Officers, for the City's Single Audit Reports.		

ATTACHMENT 'A'

Task Authorization

Florida Department of Management Services, Management Consulting Services Contract #80101500-20

August 5, 2021

Deliverables

At the conclusion of Phase One, GSG will provide the City with the results of its needs assessment in the form of an ARPA Plan. The Plan will include the following categorical elements and a high-level analysis as illustrated below:

Financial Estimates by Tranche

- Public health emergency with respect to COVID-19 or its negative economic impacts;
- Lost Revenue due to such emergency;
 and
- Investments in water, sewer, or broadband infrastructure.

Strategic Road Map

- Priority listing in implementing the City's
 Plan:
- Timeline for completion;
- Project management services, monitoring plan and ongoing communications plan; and
- Estimate of fees and resources required to implement the Phase Two Plan.

Project Timeline

The City may claim ARP Funds eligible costs incurred from March 3, 2021, through December 31, 2024. We anticipate the project timeline will be as follows:

Phase One: August to September 2021
Phase Two: October 2021 to March 2025

We have proposed the end date for 90 days after the eligibility period to submit final documentation to the City's cognizant agency and close out the ARP grant.

Project Budget

Our fees for professional services include professional staffing, administrative support, report production, and travel costs. We estimate Phase One will take 60 days to compete from project initiation. GSG is ready to commence within 10 days of a notice to proceed.

We will invoice the City monthly, and invoices are due upon receipt. Our fees are based on time and materials for personnel involved in the engagement at hourly rates commensurate with the professional's level and experience as outlined in the State Contract. GSG's State Term Contract hourly rates is shown on the following page:

ATTACHMENT 'A'

Task Authorization

Florida Department of Management Services, Management Consulting Services Contract #80101500-20

August 5, 2021

State Term Position Category	Key Resources	Hourly Rate
Principal	David G. Jahosky Chris Polischuck	\$250
Senior Consultant	Sandi Walker Joseph Sheets	\$185
Consultant	Lindsay McGee	\$150
Junior Consultant	Hannah Mandatta Holly Vera	\$115

Actual work effort may vary, but GSG's fees and expenses will not exceed \$49,000 for Phase One. GSG will invoice for actual fees and expenses monthly. All invoices are due upon receipt. An estimate for Phase Two will be provided at the conclusion of Phase One. If unforeseen circumstances cause us to believe that our professional fees will exceed the estimate provided above, we will discuss this situation with you and mutually agree upon an appropriate course of action.

Terms and Conditions

GSG is proposing to assist the City of Leesburg, Florida (City) utilizing the State of Florida Department of Management Services, Management Consulting Services Contract #80101500-20 (State Contract). The contract terms and conditions used in this document are managed by the Florida Department of Management Services and are in the State Contracts, Agreements and Price Lists. The State Contract is incorporated herein by reference and maintained in the contract manager's file. Contract Details can be found through the link below:

https://www.dms.myflorida.com/business operations/state purchasing/state contracts and agreements/state term contracts/management consulting services2

Agreement-GovernmentServicesGroup-Leesbur g-ARPAAssistance

Final Audit Report 2021-08-06

Created: 2021-08-06

By: Mike Thornton (mike.thornton@leesburgflorida.gov)

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