

CITY COUNCIL RESOLUTION NO. 2022-025

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA AUTHORIZING THE EXECUTION OF TASK ASSIGNMENT NUMBER ONE TO THE CONTINUING CONTRACT WITH NORTH FLORIDA PROFESSIONAL SERVICES, INC., A FLORIDA CORPORATION; PROVIDING FOR ENGINEERING SERVICES RELATED TO THE PERMITTING AND CONSTRUCTION OF AN AMPHITHEATER AT WILSON PARK; PROVIDING FOR THE PAYMENT FOR THE PROFESSIONAL SERVICES AT A COST NOT TO EXCEED \$21,500.00; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Lake City, Florida (hereinafter the “City”) entered into a Continuing Contract for Professional Services with North Florida Professional Services, Inc. (hereinafter “NFPS”), as authorized by City Council Resolution No. 2021-183 with respect to certain studies, planning, design, and constructions of improvements to the City water system, wastewater system, reuse water, stormwater systems, gas system, Lake City Gateway Airport (hereinafter the “Airport”), City recreational facilities, City Hall, City safety facilities and streets (herein collectively the “City Projects”); and

WHEREAS, the Continuing Contract provides that NFPS shall perform services for the City only when requested and authorized in writing by the City and that each request for services shall be for a specific project with the scope of the work to be performed and compensation to be paid defined by and embodied in a separate Task Assignment; and

WHEREAS, the City desires to enter into Task Assignment Number One to its Continuing Contract with NFPS for engineering services related to the permitting and construction of an amphitheater at Wilson Park, pursuant to the terms and conditions of Task Assignment One, a copy of which is attached hereto as “Exhibit A” and made a part of this resolution (“Task Assignment Number One”), and the Continuing Contract.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA, AS FOLLOWS:

Section 1. The above recitals are all true and accurate and are incorporated herein and made a part of this resolution.

Section 2. The City is hereby authorized to enter into Task Assignment Number One with NFPS for the additional services.

Section 3. The City Manager and City Attorney are authorized to make such reasonable changes and modifications to Task Assignment Number One as may be deemed necessary to be in the best interest of the City and its citizens. The Mayor is authorized and directed to execute and deliver Task Assignment Number One in the name and on behalf of the City, with such changes, amendments, modifications, omissions, and additions made by the City Manager and City Attorney, if any. Execution by the Mayor and NFPS shall be deemed to be conclusive evidence of approval of such changes, amendments, modifications, omissions, and additions, if any.

PASSED AND ADOPTED at a meeting of the City Council on this ____ day of March 2022.

CITY OF LAKE CITY, FLORIDA

By: _____
Stephen M. Witt, Mayor

ATTEST:

APPROVED AS TO FORM AND LEGALITY:

By: _____
Audrey E. Sikes, City Clerk

By: _____
Frederick L. Koberlein, Jr.,
City Attorney

TASK ASSIGNMENT NUMBER ONE TO THE CONTINUING CONTRACT BETWEEN THE CITY OF LAKE CITY, FLORIDA, AND NORTH FLORIDA PROFESSIONAL SERVICES, INC., A FLORIDA CORPORATION, FOR ENGINEERING SERVICES RELATED TO THE PERMITTING AND CONSTRUCTION OF AN AMPHITHEATER AT WILSON PARK

THIS TASK ASSIGNMENT NUMBER ONE is made and entered into this _____ day of March 2022, by and between the CITY OF LAKE CITY, FLORIDA, a municipal corporation, located at 205 North Marion Avenue, Lake City, Florida 32055, and whose mailing address is 205 North Marion Avenue, Lake City, Florida 32055 (herein referred to as "City") and NORTH FLORIDA PROFESSIONAL SERVICES, INC., a Florida corporation (herein referred to as "Consultant").

RECITALS

A. City and Consultant have heretofore entered into a Continuing Contract for professional consulting services as authorized by City Resolution No. 2021-183 (the "Continuing Contract").

B. The Continuing Contract provides that Consultant shall perform services to the City only when requested to and authorized in writing by City and that each request for services shall be for a specific project, with the scope of the work to be performed by and compensation to be paid to Consultant for each separate project and be defined by and embodied in a separate Task Assignment.

C. The City is in need of professional engineering services related to the permitting and construction of an amphitheater at Wilson Park, and the City desires to enter into this Task Assignment Number One with Consultant for such services pursuant to the terms and conditions contained herein.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements herein contained, the parties hereto agree as follows:

1. **RECITALS**: The above recitals are all true and accurate and are incorporated herein and made a part of this Task Assignment Number One.

2. **PROJECT**: The City hereby engages Consultant and Consultant agrees to furnish to City the services and work as set forth in "Exhibit A" titled *Scope of Services Wilson Park Amphitheater Permitting Submittals*, that was provided by Consultant and a copy of which is attached hereto and made a part of this Task Assignment number One.

3. **COMPENSATION TO CONSULTANT**: City shall pay Consultant for its services a not-to-exceed fee of One-one thousand five hundred dollars and zero cents (\$21,500.00), in addition to any applicable permit application fees. Consultant shall invoice the City in accordance with the terms and conditions included in the Continuing Contract and in no event more than once per calendar month and said fees shall equal a percentage of the completed work. Should a conflict in the terms and conditions arise the Continuing Contract shall be controlling.

4. **PROVISIONS OF CONTINUING CONTRACT**: The terms, provisions, conditions, and requirements of the Continuing Contract are incorporated herein and made a part of this agreement. Should any term or condition of the documents referenced herein conflict with a term or condition of the Continuing Contract the term or condition of the Continuing Contract shall prevail and be binding.

5. **ATTORNEYS' FEES AND COSTS**. In the event of a breach of the Continuing Contract or any provision of this Task Assignment by either party, the breaching party shall be liable for, and agrees to pay, all costs and expenses incurred in the enforcement of this Continuing Contract or this Task Assignment, including reasonable attorneys' fees and legal costs and fees incurred in seeking reasonable attorneys' fees.

6. **ENTIRE AGREEMENT**. This Task Assignment Number One, the Continuing Contract, and "Exhibit A", constitute the entire agreement between

City and Consultant and supersedes all prior written or oral understandings with respect to the project. Should any of the provisions of this Task Assignment and the Continuing Contract conflict with the provisions of the attachments hereto, the provisions of this Task Assignment and the Continuing Contract shall control. This Task Assignment Number One may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

7. **PARTIES BOUND.** This Task Assignment Number One shall be binding upon and shall inure to the benefit of City and Consultant, their successors and assigns.

8. **EXECUTION IN COUNTERPARTS AND AUTHORITY TO SIGN.** This Task Assignment, any amendments, or change orders related to the Task Assignment, may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument. In accordance with the Electronic Signature Act of 1996, electronic signatures, including facsimile transmissions, may be used and shall have the same force and effect as a written signature. Each person signing this Agreement warrants that he or she is duly authorized to do so and to bind the respective party to the Agreement.

[Remainder of this page intentionally left blank. Signature page to follow.]

IN WITNESS WHEREOF, the parties hereto have made and executed this Task Assignment Number One as of the day and year first above written.

CITY OF LAKE CITY, FLORIDA

By: _____
Stephen M. Witt, Mayor

ATTEST:

APPROVED AS TO FORM AND
LEGALITY:

By: _____
Audrey E. Sikes, City Clerk

By: _____
Frederick L. Koberlein, Jr.,
City Attorney

**NORTH FLORIDA PROFESSIONAL
SERVICES, INC.**

By: _____
Gregory G. Bailey, President

EXHIBIT A

SCOPE OF SERVICES WILSON PARK AMPHITHEATER PERMITTING SUBMITTALS

North Florida Professional Services, Inc. (NFPS) shall complete the following scope of services for permit submittals of the above referenced project:

1. Suwannee River Water Management (SRWMD) Environmental Resource Permit (ERP):

1.1 NFPS will submit the required documentation in order to apply for the ERP for the construction of the amphitheater.

1.2 NFPS will meet onsite with the SRWMD to confirm the wetland line.

2. Florida Department of Environmental Protection (FDEP) 404 Permit:

2.1 NFPS will submit the required documentation in order to apply for the 404 permit for the construction of the amphitheater.

2.2 NFPS will meet onsite with the FDEP to confirm the wetland line.

3. Wetland Delineation:

3.1 Wetland delineation survey will be conducted based off the footprint of the current plans.

4. Disclaimers:

4.1 All permit submittals will be based upon the attached construction plans titled "CLC-AMP-FINAL PLAN SET-3.16.2020".

4.2 A wetland mitigation plan is not included in the scope of work.