

RESOLUTION NO 2025 – 153

CITY OF LAKE CITY, FLORIDA

A RESOLUTION OF THE CITY OF LAKE CITY, FLORIDA, AUTHORIZING TASK ASSIGNMENT NUMBER FOURTEEN (14) PURSUANT TO THE CONTINUING CONTRACT WITH JONES EDMUNDS AND ASSOCIATES, INC, A FLORIDA CORPORATION, TO PROVIDE A RISK AND RESILIENCE ASSESSMENT UPDATE FOR THE CITY’S POTABLE WATER SYSTEM; PROVIDING FOR A COST NOT TO EXCEED \$39,900; MAKING CERTAIN FINDINGS OF FACT IN SUPPORT OF THE CITY APPROVING SAID TASK ASSIGNMENT; RECOGNIZING THE AUTHORITY OF THE MAYOR TO EXECUTE AND BIND THE CITY TO SAID TASK ASSIGNMENT; AUTHORIZING THE CITY MANAGER WITH THE CONSENT OF THE CITY ATTORNEY TO MAKE MINOR CHANGES TO THE SCOPE OF WORK OF THE TASK ASSIGNMENT PROVIDED SUCH CHANGES DO NOT INCREASE THE QUOTED PRICE IN THE TASK ASSIGNMENT; REPEALING ALL PRIOR RESOLUTIONS IN CONFLICT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, pursuant to City Council Resolution No. 2008-006 the City of Lake City, Florida (“the “City”) and Jones Edmunds and Associates, Inc., a Florida corporation, (the “Vendor”) entered into that certain continuing contract for engineering services (the “Continuing Contract”); and

WHEREAS, the U.S. Environmental Protection Agency has launched the second round of the America’s Water Infrastructure Act and the Safe Drinking Water Act, which requires certain community drinking water systems to update risk and resilience assessments, and emergency response plans every five years; and

WHEREAS, the Price Creek Water Treatment Plant desires to complete these requirements within the required timeline; and

WHEREAS, the Vendor shall provide engineering services (the “Services”) by providing a risk and resilience assessment and an emergency response plan at the Price Creek Water Treatment Plant (the “Project”); and

WHEREAS, the Continuing Contract provides the Vendor shall provide services to the City only when requested and authorized in writing by the City; and

WHEREAS, each request from the City to the Vendor for services shall be for a specific project with the scope of the work defined by and embodied in a separate task assignment; and

WHEREAS, the City Council desires to enter into that certain task assignment pursuant to the Continuing Contract with the Vendor for the Services in furtherance of the Project, in accordance with the terms and conditions of Task Assignment Number Fourteen (14) as set forth in Vendor's proposal (the "Proposal"), a copy of which is attached as an Exhibit hereto; and

WHEREAS, entering into an agreement between the City and the Vendor for the scope of work set forth in the Proposal attached hereto (the "Agreement") pursuant to the Continuing Contract with the Vendor for the Services in furtherance of the Project is in the public interest and in the interests of the City; and

WHEREAS, the City Council desires that the City Manager, with the consent of the City Attorney, be authorized to consent to minor changes to the scope of work of the Agreement provided such changes do not increase the quoted price of the Agreement; now therefore

BE IT RESOLVED by the City of Lake City, Florida:

1. Approving the Agreement pursuant to the Continuing Contract with the Vendor for the Services in furtherance of the Project is in the public or community interest and for public welfare; and
2. In furtherance thereof, an Agreement containing the material terms of the Proposal and the Continuing Contract should be and is approved by the City Council of the City of Lake City; and
3. The Mayor of the City of Lake City is the officer of the City duly designated by the City's Code of Ordinances to enforce such rules and regulations as are adopted by the City Council of the City of Lake City; and
4. The Mayor of the City of Lake City is authorized and directed to execute on behalf of and bind the City to the terms of the Agreement; and
5. The City Manager, with the consent of the City Attorney, is authorized to agree to minor changes to the scope of work of the Agreement provided such changes do not increase the quoted price of the Agreement; and

6. All prior resolutions of the City Council of the City of Lake City in conflict with this resolution are hereby repealed to the extent of such conflict; and
7. This resolution shall become effective and enforceable upon final adoption by the City Council of the City of Lake City.

APPROVED AND ADOPTED, by an affirmative vote of a majority of a quorum present of the City Council of the City of Lake City, Florida, at a regular meeting, this ____ day of November, 2025.

BY THE MAYOR OF THE CITY OF LAKE CITY,
FLORIDA

Noah E. Walker, Mayor

ATTEST, BY THE CLERK OF THE CITY
COUNCIL OF THE CITY OF LAKE CITY,
FLORIDA:

Audrey Sikes, City Clerk

APPROVED AS TO FORM AND LEGALITY:

Clay Martin, City Attorney

**TASK ASSIGNMENT NUMBER FOURTEEN
TO THE
CONTINUING CONTRACT
BETWEEN THE CITY OF LAKE CITY, FLORIDA, AND JONES EDMUNDS AND ASSOCIATES,
INC, A FLORIDA CORPORATION, TO PROVIDE A RISK AND RESILIENCE ASSESSMENT
UPDATE FOR THE CITY'S POTABLE WATER SYSTEM**

THIS TASK ASSIGNMENT NUMBER FOURTEEN made and entered into this ____ day of November 2025, by and between the CITY OF LAKE CITY, FLORIDA, a municipal corporation, located at 205 North Marion Avenue, Lake City, Florida 32055 (hereinafter the "City"), and Jones Edmunds and Associates, Inc., a Florida corporation (hereinafter the "Consultant").

RECITALS

A. City and Consultant have heretofore entered into a Continuing Contract for engineering assessments, project development, design, permitting, construction monitoring, and other related services as authorized by City Council Resolution No. 2008-006; and

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; and

C. The City is in need of engineering services to provide a risk and resilience assessment and an emergency response plan at the Price Creek Water Treatment Plant; and

D. The City desires to enter into this Task Assignment Number Fourteen with the Consultant for the aforementioned services pursuant to the terms and conditions contained herein and the attachment hereto.

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 Fourteen.

2. **PROJECT**: The City hereby engages Consultant and Consultant agrees to furnish to City the services and work as set forth in the correspondence dated October 20, 2025, received by the City from the Consultant consisting of a total of five (5) pages and attached hereto as an Exhibit and made a part of this Task Assignment.

3. **COMPENSATION TO CONSULTANT**: City shall pay no more than \$59,975.00 that is available for use in the WTP budget.

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 and shall be complied with by Consultant. Should any conflict arise between the terms and conditions set forth herein and the Continuing Contract, the terms and conditions of the Continuing Contract shall be controlling. Should any conflict arise between the terms and conditions set forth in the attached exhibit with either the Continuing Contract or this Task

Assignment, the conflicts shall be construed in favor of the Continuing Contract first and then, if applicable, this Task Assignment.

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

6. **ENTIRE AGREEMENT.** This Task Assignment, and the Continuing Contract, constitute the entire agreement between City and Consultant and supersedes all prior written or oral understandings with respect to the project. This Task Assignment may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

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

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

CITY OF LAKE CITY, FLORIDA

By: _____
Noah E. Walker, Mayor

ATTEST:

APPROVED AS TO FORM AND LEGALITY:

By: _____
Audrey E. Sikes, City Clerk

By: _____
Clay Martin, City Attorney

JONES EDMUNDS & ASSOCIATES, INC.

By: _____
Its : _____