

## **TASK ASSIGNMENT TO AGREEMENT FOR CONTINUING PROFESSIONAL SERVICES**

THIS TASK ASSIGNMENT is issued by LEVY COUNTY, a political subdivision of the State of Florida (the "County") to WRIGHT-PIERCE, INC., (the "Consultant"), pursuant to the Agreement between Levy County and Wright-Pierce, Inc., for Continuing Professional Services dated December 8, 2020 (the "Continuing Professional Services Agreement.")

1. Scope of Services. Consultant shall provide all of the services and materials (the "Scope of Services" described in the Consultant's proposal dated November 18, 2021 titled Task Order No. 2 – Shell Mound Boat Ramp Improvements: Phase 2 – Design and Permitting Scope of Services (the "Proposal"), which is attached as Exhibit "A".

2. Compensation. County shall compensate Consultant for its performance of the Scope of Services a not to exceed amount of Ninety-Three Thousand Eight Hundred Fifty Dollars (\$93,850) as set forth in the Proposal. Invoices or requests for payments to Consultant shall be made in accordance with Florida Local Government Prompt Payment Act, sections 218.70 through 218.79, Fla. Stat.

3. Additional Provisions.

This Project is funded through the Florida Boating Improvement Program ("FBIP") administered by the Florida Fish and Wildlife Conservation Commission ("FWC"), as such the following additional provisions apply to this Task Assignment:

A. Consultant shall comply with (and ensure its subcontractors, if any, comply with) all provisions of the FWC Grant Agreement that set forth requirements of contractors or subcontractors of County and/or that are required of County and are related to services or deliverables to be provided by Consultant or compensation paid to Consultant. By way of example, and not of limitation, Consultant is subject to and must comply with the requirements of sections 21 (Record Keeping, including audits), 26 (CCNA), and 33 (Federal E-Verify System) of the FWC Grant Agreement in the same manner as the County must comply. The Consultant acknowledges receipt of a copy of the FWC Grant Agreement, which is incorporated herein by reference, and Consultant agrees that it is responsible for familiarizing itself with the Grant requirements and seeking guidance from the County and/or the FWC when in doubt about its obligations (or its subcontractors obligations) under the FWC Grant Agreement.

B. i. If County at any time in its sole discretion determines that Consultant has failed to meet the terms of this Task Assignment, the Continuing Professional Services Agreement, or the FWC Agreement, County will provide Consultant with a formal written notice Consultant shall correct all identified deficiencies within thirty (30) days of such notice. Failure to meet 100% compliance with all of the terms of this Task Assignment, the Continuing Professional Services Agreement, or the FWC Grant Agreement, or failure to correct the deficiencies identified in any notice from County within the time frame specified may result in delays of payment or termination of this Task Assignment.

ii. County may terminate this Task Assignment for convenience with twenty (20) calendar days' written notice to Consultant of its intent to terminate. Upon receipt of such notice of termination for convenience, Consultant shall cease providing services and provide County with all finished or unfinished items, as provided in the Continuing Professional Services Agreement. In addition, in the

event of such termination for convenience, Consultant will not be entitled to recover any cancellation charges or lost profits.

iii. In the event of cancellation or termination of the FWC Grant Agreement by FWC in whole or in part, this Task Assignment shall be immediately terminated. Consultant shall be paid only for services satisfactorily performed prior to the date of cancellation or termination of the FWC Grant Agreement for which costs can be substantiated. Consultant will not be entitled to recover any cancellation charges or lost profits.

iv. The provisions of this section will not limit County's ability to terminate the Continuing Professional Services Agreement in accordance with the provisions thereof.

C. Consultant agrees to indemnify and hold harmless the County and FWC, and their respective officers and employees, from liabilities, damages, losses, and costs, including but not limited to reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful conduct of the Consultant and persons employed or utilized by the Consultant in the performance of this Task Assignment. This indemnification shall survive the termination of this Task Assignment and the Continuing Professional Services Agreement. Nothing contained in this section is intended to nor shall it constitute a waiver by County or FWC of either of their sovereign immunity.

D. Consultant shall acquire and provide insurance coverages as required in the Continuing Professional Services Agreement prior to performing services under this Task Assignment.

4. In the event of a conflict between the documents attached or incorporated by reference to this Task Assignment, the documents will be given precedence in the following order

First: The FWC Grant Agreement;

Second: The Proposal attached as Exhibit "A"; and

Third: The Continuing Professional Services Agreement.

All terms of the Continuing Professional Services Agreement not in conflict with the FWC Agreement or this Task Assignment shall apply to Consultant's services to be provided under this Task Assignment and County's obligations under this Task Assignment.

IN WITNESS WHEREOF, the parties have entered into this Task Assignment as of the last date of signature for the parties set forth below.

BOARD OF COUNTY COMMISSIONERS  
OF LEVY COUNTY, FLORIDA

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John Meeks, Chair

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

ATTEST: Danny J. Shipp, Clerk of  
Circuit Court and Ex-Officio Clerk to the  
Board of County Commissioners

\_\_\_\_\_  
Danny J. Shipp

Approved as to form and legal sufficiency

\_\_\_\_\_

Nicolle M. Shalley, County Attorney

WRIGHT-PIERCE INC.  
Consultant

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

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

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