

TASK ASSIGNMENT 2023-01

ISSUED UNDER AN 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 (the "Consultant"), pursuant to the Agreement between Levy County and Wright-Pierce for Continuing Professional Services dated December 8, 2020 (the "Continuing Professional Services Agreement.") This Task Assignment is to develop a Community Action Plan for the restoration of flows to the Lower Withlacoochee River (the "Project") funded by the Department of Economic Opportunity ("DEO"), Community Planning Technical Assistance Grant Agreement ("CPTA Agreement").

1. Scope of Services. Consultant shall provide all of the services and materials described in Exhibit "A" Community Planning Technical Assistance Grant Agreement #P0466 for the Project ("Scope of Work"), attached as Exhibit "A", at the level of workmanship and quality set out in the Continuing Professional Services Agreement.

2. Proposal. Consultant submitted a proposal for the Project, dated February 7, 2023, which is attached as Exhibit "B" (the "Proposal").

3. Compensation. County shall compensate Consultant for its services pursuant to this Task Assignment a not to exceed amount of Seventy Five Thousand Dollars (\$75,000.00) in accordance with the fee set forth in the Proposal. Invoices for payments and payment to Consultant shall be made in accordance with the Florida Local Government Prompt Payment Act, Sections 218.70 through 218.79, Fla. Stat.

4. Additional Provisions.

A. In addition to any other provisions of the Continuing Professional Services Agreement and the Scope of Services, Consultant shall comply with all provisions of the Department of Economic Agreement dated July 1, 2022 concerning Agreement #P0466 ("CPTA Agreement"), related to the Scope of Services to be provided by consultant, and which are applicable to Consultant in the provisions to County herein. The CPTA Agreement is incorporated herein by this reference.

B. Consultant shall permit DEO's authorized representatives to inspect all of Consultant's work, materials, payrolls, and records, and to audit Consultant's books, records, and accounts pertaining to the Project. Consultant shall also require any subcontractor or subconsultant to comply with the provisions of this subsection.

C. Consultant shall indemnify, defend and hold harmless County and DEO, and all of their officers, agents, or employees from all suits, actions, demands, liability of any nature whatsoever arising out of, because of, due to any negligent act or occurrence of omission or commission of Consultant, its officers, agents or employees. 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 DEO of either of their sovereign immunity.

D. Consultant shall provide Workers' Compensation Insurance in accordance with the Florida Workers' Compensation law for all employees.

E. Consultant shall carry Commercial General Liability insurance providing coverage for all work or operation performed pursuant to this Task Assignment. Such insurance shall be no more restrictive than that provided by the latest occurrence form edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01) on file for use in the State of Florida. Consultant shall cause County and DEO to be made Additional Insureds as to such insurance. Such coverage shall be on an "occurrence" basis and shall include Products/Completed Operations coverage. The coverage afforded to County and DEO as Additional Insureds shall be primary as to any other available insurance and shall not be more restrictive than the coverage afforded to the Named Insured. The limits of coverage shall not be less than \$100,000 per accident, per person, and \$500,000 policy shall cover all employees engaged in any Agreement work. The limits of coverage described herein shall apply fully to the work or operation performed under this Task Assignment, and many not be shared with or diminished by claims unrelated to this Task Assignment. The policy/ies and coverage described herein may be subject to a deductible. Consultant shall pay all deductibles as required by policy/ies. No policy/ies or covered described herein may contain of be subject to a Retention or a Self-Insured Retention. Prior to the Execution of this Task Assignment, and at all renewal periods which occur prior to the final acceptance of the work for the Project, County and DEO shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. County and DEO shall be notified in writing within ten days of any cancellation, notice of cancellation, lapse, renewal, or proposed change to any policy or coverage described herein. County's DEO's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation of Consultant to procure or maintain the insurance required herein, nor serve as a waiver of any rights or defenses County or DEO may have.

F. Consultant shall utilize and shall require all subconsultants and subcontractors performing work or services for the Project to utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by Consultant or such subconsultants or subcontractors during the term of this Task Assignment.

G. In the event of cancellation or termination of the CPTA Agreement by DEO 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 CPTA Agreement for which costs and be substantiated.

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

First: The CPTA Agreement;

Second: This Task Assignment;

Third: The Scope of Work in Exhibit "A"; and

Forth: The Continuing Professional Services Agreement.

All other terms of the Continuing Professional Services Agreement not in conflict with the CPTA 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

Matt Brooks, 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

By: _____

Title: _____

Date: _____