

TASK ASSIGNMENT 2024-11

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 INFRASTRUCTURE CONSULTING & ENGINEERING (ICE), (the "Consultant"), pursuant to the Agreement between Levy County and ICE, for Continuing Professional Services dated November 21, 2023 (the "Continuing Professional Services Agreement.") This Task Assignment is for Comprehensive Plan Data & Analysis.

1. Scope of Services. Consultant shall provide all of the services and materials (the "Scope of Services") described in Consultant's proposal dated September 10, 2024 titled Letter of Interest to Provide Planning & Consulting Services for the Comprehensive Plan Data and Analysis (the "Services"), which is attached as Exhibit "A" (consisting of four pages.)

2. Compensation. County shall compensate Consultant for its performance of the Scope of Services a not to exceed amount of Seventy Five Thousand Dollars (\$75,000) as set forth in Florida Commerce Grant Agreement. Invoices or requests for payments to Consultant shall be made in accordance with the Florida Local Government Prompt Payment Act, sections 218.70 through 218.79, Fla. Stat.

3. Additional Provisions.

This Project is funded through FloridaCommerce, as such the following additional provisions apply to this Task Assignment:

- A. Consultant shall comply with and is subject to all provisions of the FloridaCommerce Grant Agreement that set forth requirements of contractors or subcontractors of County, that are required of County and are related to services or deliverables to be provided by Consultant herein or compensation therefor, to which County is subject and are related to services or deliverables to be provided by Consultant herein or compensation therefor, and that are assignable or applicable to Consultant in the provision of services and deliverables to County herein. By way of example, and not of limitation, Consultant is subject to and must comply with the requirements of sections E., V., X., Y., of the FloridaCommerce Grant Agreement in the same manner as the County is subject to and must comply with sections as Grantee under such FloridaCommerce 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 FloridaCommerce 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 FloridaCommerce 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 will have the ability to 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 FloridaCommerce Grant Agreement by FloridaCommerce 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 FloridaCommerce 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 shall permit FloridaCommerce's authorized representatives to inspect all of Consultant's work, materials, payrolls, and records, and to audit Consultant's books, records, and account pertaining to the Project. Consultant shall also require any subcontractor or subconsultant to comply with the provisions of this subsection.
- D. Consultant shall indemnify, defend, save and hold harmless County and FloridaCommerce, 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 actor 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 FloridaCommerce of either of their sovereign immunity.
- E. Consultant shall acquire and provide insurance coverages as required in the Continuing Professional Services Agreement prior to performing services under this Task Assignment.
- 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 subconsultants or subcontractors during the term of 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 FloridaCommerce Grant Agreement

Second: This Task Assignment;

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

Fourth: The Continuing Professional Services Agreement.

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

Desiree Mills, 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

Consultant

By: _____

Title: _____

Date: _____

