

RESOLUTION 17-4

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE CENTRAL COUNTY WATER CONTROL DISTRICT AUTHORIZING THE DISTRICT ATTORNEY TO EXECUTE A CONTRACT FOR WEBSITE PRODUCTION SERVICES BETWEEN CENTRAL COUNTY WATER CONTROL DISTRICT AND PARULA PROJECTS; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

WHEREAS, section 189.069, Florida Statutes, requires independent special districts to establish an official website for the purpose of promoting transparency in government;

WHEREAS, pursuant to section 189.069, Florida Statutes, the official website of an independent special district must include, but is not limited to, postings of agendas, meeting minutes, and annual budgets;

WHEREAS, Central County Water Control District is an independent water control district;

WHEREAS, Central County Water Control District is currently operating under exigent circumstances, a State of Emergency (Resolution 17-2) due to Hurricane Irma;

WHEREAS, Central County Water Control District must establish an official website for the purpose of meeting pending, mandatory statutory deadlines; and

WHEREAS, Central County Water Control District has determined that solicitation of competitive bids to produce a district website is impracticable under the present State of Emergency, and under Chapter 252, Florida Statutes, desires to authorize the District Attorney to negotiate and execute a contract for Website Production on behalf of Central County Water Control District with Parula Projects to produce a district website;

NOW THEREFORE, BE IT RESOLVED by the Board of Supervisors of the Central County Water Control District as follows:

Section 1. The Board of Supervisors hereby grants authority to the District Attorney to negotiate and execute the Agreement For Website Production, attached and incorporated herein, on behalf of the Central County Water Control District with Parula Projects for the establishment of an official website.

Section 2. This Resolution shall take effect upon adoption.

PASSED AND APPROVED by the Board of Supervisors of the Central County Water Control District this 25th day of October 2017.

**BOARD OF SUPERVISORS
CENTRAL COUNTY WATER CONTROL DISTRICT**



By: BRUNO NARANJO, Chairperson

ATTEST:



By: CAROLYN HESTER, District Manager

APPROVED AS TO LEGAL SUFFICIENCY AND FORM:



By: JOHN J. FUMERO, District Attorney

AGREEMENT FOR WEBSITE PRODUCTION

This Agreement For Website Production (“Agreement”), entered into this 25th day of October 2017, between the CENTRAL COUNTY WATER CONTROL DISTRICT, a Florida water control district, with offices located 423 S. Cabbage Palm Street, Clewiston, Florida 33430, hereinafter referred to as “CCWCD,” and Madeleine Linnea Ely, doing business as PARULA PROJECTS, with a mailing address located at 708 Kanuga Drive, West Palm Beach, Florida 33401, hereinafter to as referred to as “Contractor.”

CCWCD and the Contractor, in consideration of the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by both parties, hereby agree as follows:

1. **SCOPE OF SERVICES:** CCWCD and Contractor both hereby agree to enter into this Agreement for the services as discussed in the correspondence and proposal attached hereto as *Exhibit A* and *Exhibit B*. The scope of services discussed shall be hereinafter referred to as the “Project”.

2. **COMMENCEMENT, COMPLETION DATE:** The Project will commence on upon execution of this Agreement by both parties, and will be substantially completed within seven (7) business days from the date of this Agreement. Both parties acknowledge that full completion (revisions, editing, and uploading) may take up to thirty (30) days from the date of this Agreement.

3. **COMPENSATION:** In consideration for the above Project, CCWCD shall pay Contractor an amount not to exceed Nine Hundred Fifty Dollars and Zero Cents (\$950.00). CCWCD shall pay Contractor within thirty (30) days of receipt of an invoice. For purposes of compensation, the terms of this Agreement shall supersede the terms in the Proposal attached as *Exhibit B* except that CCWCD acknowledges Contractor’s costs for additional revisions, additional document uploads, and costs not included (domain name registration, hosting plan fee, email setup, document scan, and photographs) shall be as specified in *Exhibit B* and not be included in the amount of compensation contemplated herein.

4. **TERMINATION; NOTICE:** This Agreement may be terminated by either party upon seven (7) days written notice to the other party. Notice shall be considered sufficient when sent by certified mail or hand delivered to the parties at the following addresses:

CCWCD	Contractor
425 S. Cabbage Palm Street Clewiston, FL 33430 Attn: Carolyn Hester, District Manager	708 Kanuga Drive West Palm Beach, FL 33401 Attn: Madeleine Linnea Ely

5. **INDEPENDENT CONTRACTOR:** It is specifically understood that Contractor is an independent contractor and not an employee of CCWCD. CCWCD and Contractor agree that this Agreement is not a contract for employment and that no relationship of Employee/Employer or Principal/Agent is or shall be created hereby nor shall hereafter exist due to the performance of the services herein provided.

6. **ATTORNEY'S FEES:** In the event a dispute arises concerning this Agreement, the prevailing party shall be awarded attorney's fees, including fees on appeal.

7. **CHOICE OF LAW; VENUE:** This Agreement shall be governed and construed in accordance with the laws of the State of Florida, and venue shall be in Palm Beach County should any dispute arise with regard to it.

8. **AMENDMENTS AND ASSIGNMENTS:** This Agreement, and all Exhibits attached hereto, constitute the entire Agreement between both parties; no modifications shall be made to this Agreement unless in writing, agreed to by both parties, and attached hereto as an addendum to this Agreement. Contractor shall not transfer or assign the performance of services called for in the Agreement without prior written consent of CCWCD.

9. **PUBLIC RECORDS:** In accordance with Sec. 119.0701, *Florida Statutes*, Contractor must keep and maintain this Agreement and any other records associated therewith and that are associated with the performance of the work described in the Scope of Services. Upon request, Contractor must provide the public with access to such records in accordance with access and cost requirements of Chapter 119, *Florida Statutes*. Further, Contractor shall ensure that any exempt or confidential records associated with this Agreement or associated with the performance of the work described in the Scope of Services are not disclosed except as authorized by law. Finally, Contractor shall retain the records described in this paragraph throughout the performance of the work described in the Scope of Services, and at the conclusion of said work, transfer to CCWCD, at no cost to CCWCD, all such records in the possession of the Contractor and destroy any duplicates thereof. Records that are stored electronically must be transferred to CCWCD in a format that is compatible with CCWCD's information technology systems.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT CAROLYN HESTER, CCWCD'S

**CUSTODIAN OF PUBLIC RECORDS, AT (863) 983-5797;
CCWCD1@GMAIL.COM; 425 S. CABBAGE PALM STREET,
CLEWISTON, FLORIDA 33440.**

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the date and year first above written.

PARULA PROJECTS

By: Madeleine Linnea Ely
On: October ____, 2017

**CENTRAL COUNTY WATER CONTROL
DISTRICT**

By: John J. Fumero, Esq.
As: District Attorney and Authorized Representative
on behalf of the Board of Supervisors
On: October ____, 2017

EXHIBIT A

Jack Rice

From: Jack Rice
Sent: Tuesday, October 24, 2017 1:02 PM
To: 'Madeleine Ely'
Cc: Missy Hernandez; John Fumero
Subject: follow-up: CCWCD website
Attachments: 189069 Special districts required reporting of information web-based pub....pdf

Madeleine:

It was a pleasure speaking with you this morning. As discussed, we represent a water control district, Central County Water Control District ("CCWCD"), that needs a website to comply with statutory requirements and deadlines. We've been authorized to contract with you for \$950 for services described in greater detail below. Much of the information presented will need to be posted to a homepage or accessible in some format (even if only on a bare bones page) within the next 4 to 5 business days.

John discussed a proposed webpage and approximately 12 email addresses that would be hosted at the domain name ccwcdfl.com, via GoDaddy. The Webpage will need to be built in a medium that could be easily learned and updated by our staff or CCWCD's Staff. We discussed using the WordPress medium.

John presented an initial breakdown of four pages, set out below, with links to documents in .pdf format and text, where applicable, e.g., schedules.

1. Agendas and backup
2. Schedules
3. Budget
4. Policies & procedures

Since chatting, we've come up with the following break-down of information that would need to be presented on additional pages:

1. **Homepage**
 - a. Description of CCWCD enabling legislation; charter; and official purpose
 - b. Description of area served
 - c. list of all taxes, fees, assessments, and taxes assessed
 - d. links to the Department of Financial Services' website
2. **Contact information:**
 - a. location of District office
 - b. contact information for District Manager as primary contact person for the district.
 - c. Contact information, official address, email address, and term for each board member
3. A page dedicated to posting the **budgets and related items** including budget resolution.
 - a. complete audit report for the most recent fiscal year
 - b. past audit reports required by law or authorized by the Board of Supervisors
4. A page dedicated to posting **agendas and associated backup materials**.
5. A page dedicated to posting **approved meeting minutes**.
6. A page dedicated to uploading all **adopted CCWCD policies and procedures**.
 - a. Including a code of ethics adopted by the special district or a hyperlink to those generally applicable.

7. A page dedicated to posting a **schedule of all meeting dates and locations.**
8. A page dedicated to the **District Clubhouse.**
 - a. including hours of operation and policies and procedures
9. A page dedicated to **Resolutions.**

We realize this list is a bit larger than originally anticipated. We're trying to craft a page that complies with the attached section of Florida Statutes. If you feel the information can be condensed/expanded into a different organization, please feel free to send us your thoughts. The themes are user friendliness and continued ease of navigation over the passage of time (documents will be uploaded constantly over the passage of multiple years).

We appreciate your help. I'll get cracking on a simple contract and send it your way. Don't hesitate to call or text me or Missy Hernandez, cc'd on this correspondence, with any questions.

Sincerely, -Jack



WEB SITE DESIGN

for Central County Water District

\$750



INCLUDES

Sections

Home | General Information | Document Box | Contact |

Domain name registration and hosting set up
Website design with Premium WordPress Theme
User-Friendly Modules for Easy Updates
Basic SEO (Google) | Statistics
Mobile Friendly Website
Initial uploading to Document Box (up to 25 pdf files)
2 Revisions

Additional revisions: \$50 / hour (15 minutes minimum)

Document uploads: \$50/hour

DOES NOT INCLUDE

Domain Name Registration Fee, Hosting Plan Fee including backup
(Recommended: \$197/ 3-year plan with GoDaddy)
Email Setup
Document scan
Copy (supplied by client)
Photographs (supplied by client)



Please let me know if you have any questions.

Madeleine Ely | Parula Projects
(561) 222 7511 | madeleine@pbrace.com



Thank you!

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