

RESOLUTION 2017-09

A RESOLUTION OF THE BOARD OF SUPERVISORS OF CENTRAL COUNTY WATER CONTROL DISTRICT APPROVING APPOINTING A DISTRICT ATTORNEY, DISTRICT TREASURER, AND DISTRICT ENGINEER; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

WHEREAS, the Central County Water Control District (the "District") is a Florida water control district operating and organized under Chapter 298, Florida Statutes, and Chapter 70-702, Laws of Florida, as amended; and

WHEREAS, sections 298.16, 298.17, and 298.18, Florida Statutes, require the Board of Supervisors to appoint or employ a District Engineer, District Treasurer, and District Attorney following the annual landowners' meeting and organizational meeting of the Board of Supervisors; and

WHEREAS, following the 2017 landowners' meeting and organizational meeting of the Board of Supervisors, the Board of Supervisors wishes to appoint a District Engineer, District Treasurer, and District Attorney and fulfill the requirements of sections 298.16, 298.17, and 298.18, Florida Statutes.

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 appoints H.L. Bennett & Associates, Inc. as District Engineer in accordance with section 298.16, Florida Statutes. A copy of the District Engineer's contract is attached hereto and incorporated as Exhibit A.

Section 2. The Board of Supervisors hereby appoints Boy, Miller, Kisker & Perry, P.A. as District Treasurer for the District in accordance with section 298.17, Florida Statutes. A copy of the District Treasurer's contract is attached hereto and incorporated as Exhibit B.

Section 3. The Board of Supervisors hereby employs Nason Yeager Gerson White & Lioce, P.A. as District Attorney for the District in accordance with section 298.18, Florida Statutes. A copy of the District Attorney's existing contract is attached hereto and incorporated as Exhibit A.

Section 4. This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED this 20th day of December, 2017.

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



By: Denise Miller, Chairperson

ATTEST:



By: CAROLYN HESTER, District Manager

APPROVED AS TO LEGAL SUFFICIENCY AND FORM:



By: JOHN J. FUMERO, District Attorney

**CONTINUING CONTRACT
PROFESSIONAL SERVICE AGREEMENT
BETWEEN
CENTRAL COUNTY WATER CONTROL DISTRICT
AND
H L BENNETT & ASSOCIATES, INC.**

This Agreement, by and between the CENTRAL COUNTY WATER CONTROL DISTRICT, a Florida independent special district created pursuant to special act and Chapter 298, Florida Statutes, the "DISTRICT" and H L BENNETT & ASSOCIATES, INC., "ENGINEER" (collectively referred to as the "parties"), shall be effective as of the last date affixed hereto.

WHEREAS, the DISTRICT, located in Montura Estates Subdivision, Hendry County, Florida needs to retain the services of a professional ENGINEER pursuant to the requirements of Chapter 298, Florida Statutes; and

WHEREAS, ENGINEER recognizes the trust and confidence placed in them and covenants with the DISTRICT to furnish their skills and best judgment to the DISTRICT in providing professional engineering services in accordance with professional civil engineering standards.

NOW THEREFORE, the DISTRICT and ENGINEER agree as follows:

SECTION 1 - TERM OF AGREEMENT

The term of this Agreement shall be for one year from the last date affixed hereto or until the next regularly scheduled Annual Landowner's of the DISTRICT, whichever occurs first in time. This Agreement shall commence on the last date affixed hereto. The term may be extended in writing by the parties in accordance with Florida Law.

SECTION 2 - SCOPE OF WORK

ENGINEER shall perform continuing contract professional engineering services as described in Exhibit "A" attached hereto and expressly made a part hereof, provided however, all work performed by ENGINEER, shall be subject to the provisions and restrictions set forth in Chapter 287, Florida Statutes, as amended from time to time. The DISTRICT agrees to fully communicate to ENGINEER the information necessary to perform the work described herein and to make decisions and provide direction to ENGINEER in a timely manner so that ENGINEER may perform the work specified herein.

SECTION 3 - COMPENSATION

ENGINEER shall be compensated by DISTRICT For work performed pursuant to the rate schedule contained in Exhibit "B" attached hereto and expressly made a part hereof, provided however, all compensation from the DISTRICT to ENGINEER, shall be subject to the provisions and restrictions set forth in Chapter 287, Florida Statutes, as amended from time to time.

SECTION 4 - TIMES OF PAYMENT AND METHOD OF PAYMENT



ENGINEER shall provide the DISTRICT with a detailed invoice for professional engineering services provided hereunder and all such invoices shall be due and payable within 30 calendar days after the DISTRICT'S receipt of said invoice, subject to the provisions and restrictions set forth in Chapter 287, Florida Statutes, as may be amended from time to time.

SECTION 5 - TERMINATION

The obligation to provide further services under this Agreement may be terminated with or without cause by either party upon thirty (30) days written notice. In the event this Agreement is terminated, as provided herein, the ENGINEER will be paid for services performed to the date of termination based on the percent of work completed that is mutually agreeable to both parties and in conformance with the scope.

SECTION 6 - CONTROLLING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

SECTION 7 - NONDISCRIMINATION

ENGINEER shall not discriminate against any employee or applicant for employment because of race, creed, color, sex, or national origin; and, ENGINEER agrees to comply with all local, state, and federal laws and ordinances regarding discrimination in employment against any individual on the basis of race, color, religion, sex, national origin, physical, or mental impairment, or age. In particular, ENGINEER agrees to comply with the provisions of Title 7 of the Civil Rights Act of 1964, as amended and applicable Executive Orders, including but not limited to Executive Order No. 11246.

SECTION 8 - CONTINGENCY FEES

ENGINEER warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for ENGINEER to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for ENGINEER for any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of the Agreement.

SECTION 9 - DOCUMENTS AND RECORDS

Upon termination of this Agreement, ENGINEER, agrees to provide all documents relevant to the DISTRICT to the DISTRICT upon request, provided however, the DISTRICT shall pay reasonable cost for reproduction.

The DISTRICT agrees to provide, at DISTRICT expense, copies of pertinent documents, reports, plans, specifications, photography, standard forms and other similar information as required ENGINEER, to perform the work described herein.

SECTION 10 - ATTORNEY'S FEES AND COSTS

In the event of any litigation arising from or related to this Agreement, the prevailing party will be entitled to recovery of all reasonable costs incurred including but not limited to court costs, reasonable value of staff time and expenses, and reasonable attorney's fees pursuant to the litigation.

SECTION 11 - NOTICES

All contractual notices required and/or made pursuant to this Agreement shall be made in writing and shall be given by the United States Postal Service Department first class mail service, postage prepaid, addressed to the following:

For the DISTRICT:

Central County Water Control District
Clewiston, Florida 33440

For the ENGINEER:

H L BENNETT & ASSOCIATES, INC.
LaBelle, Florida 33975

475 S. C

ASSIGNABILITY

This Agreement is not assignable.

AMENDMENTS TO AGREEMENT

This Agreement signed by the parties constitutes a final written expression of the terms of this Agreement and is a complete and exclusive statement of those terms, and all prior representations, promises, warranties or statements by the DISTRICT that differ in any way from the terms of this written Agreement shall be given no force or effect. The terms of this Agreement shall not be amended, altered or changed except by written agreement executed by both parties.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on their behalf by their respective representatives, each such representative having been first duly authorized so to act, as of the date and year hereinafter written.

CENTRAL COUNTY WATER CONTROL DISTRICT

By: 
Benito Alvarez, Chairman

Date: 4/10/13

Attest: 
Bruno Naranjo, Vice-Chairman

Date: 4/10/13

H L BENNETT & ASSOCIATES, INC.

By: 
H.L. Bennett, P.E. PLS

Date: 4/10/13

Exhibit "B"

Description	Rates per Hour
Calculations	60.00
Clerical	50.00
Courier	40.00
Draftsman - 1	40.00
Draftsman - 2	50.00
Engineer	90.00
Engineering Technician - 1	55.00
Engineering Technician - 2	65.00
Engineering Technician - 3	75.00
Field Crew - Robotic or GPS	120.00
Field Crew - 2 Men	120.00
Field Crew - 3 Men	140.00
Field Crew - 4 Men	170.00
Principal Engineer	150.00
Principal Land Surveyor	150.00
Registered Engineer	125.00
Registered Land Surveyor	125.00
Research	60.00
Survey Field Supervisor	80.00
Survey Office Supervisor	80.00
Survey Technician - 1	55.00
Survey Technician - 2	65.00
Copies	at cost
Board Meetings	450.00 (includes preparation of monthly report)
Geotechnical, Environmental and Testing Subconsultants will be invoiced at subconsultants actual cost	

EXHIBIT "A"

SCOPE OF WORK

I. INTRODUCTION

This scope of work describes the professional services to be performed by HL BENNETT & ASSOCIATES, INC., as "Engineer" on behalf of Central County Water Control District ("District") pursuant to the Professional Service Agreement to which this Scope of Work is attached as Exhibit "A". Said services shall be provided pursuant to professional civil engineering standards.

II. ENGINEER'S SERVICES

The professional services to be provided by Engineer to the District are generally described as Consulting, Field Reviews, Studies, Design, Surveying and Construction Phase Services (CPS). CPS includes, but is not limited to, Engineering and Contract Administration, Resident Project Representation, Acceptance Testing, and Surveying. Engineer provides said services and/or secures the provision of same as a duly licensed, Professional Engineer. Engineer shall, when necessary, engage the services of others to perform surveying, geotechnical, environmental, quality control testing, and related services. Engineer's scope of work is further described below by its various components and includes the following:

1. Consulting

Engineer shall perform civil engineering consultation services as required by the District which shall include:

- a) Attending and participating in the regular monthly meeting of the District and in the Annual Landowners' Meeting;
- b) Preparing monthly and annual Engineer's Reports;
- c) Assisting with the preparation of the District's annual budget;
- d) Representing the District and its interests as requested.

2. Filed Reviews

- a) Engineer shall review District facilities as necessary; and
- b) Engineer shall prepare the annual dike inspection report for SFWMD permit compliance.

3. Studies

Engineer shall perform studies as directed by District, which activities may include project conceptualization, due diligence and/or design.

4. Design

Engineer shall perform civil engineering design services as required.

5. Construction Phase Services

Engineer shall perform project-specific services on District's behalf to include:

a) Engineering and Contract Administration

- (i) Provide general consultation and advice to the District with respect to the Construction of the project. Engineer shall administer, monitor, and review the Construction Contract(s) such that the project is constructed in reasonable conformity with the plans, specifications, and special provisions of the Construction Contract.
- (ii) Engineer shall advise the District of any significant omissions, substitutions, defects, and deficiencies noted in the work of the Contractor and the corrective action that Contractor has been directed to perform. Work provided by Engineer shall not relieve the Contractor of responsibility for the satisfactory performance of the Construction Contract. Accordingly, Engineer shall neither guarantee the performance of the construction contract(s) by Contractor(s) nor assume responsibility for Contractor's failure to furnish and perform their work in accordance with the Contract Documents. Engineer's services include maintaining complete, accurate records of all activities and events relating to the project, and properly documenting all significant project changes.
- (iii) Engineer shall perform field reviews, as necessary, of the project while construction is in progress to observe the progress, workmanship and quality of material for conformity with the plans, specifications and construction schedule and provide appropriate reports. Engineer shall conduct construction progress meetings with Contractor, as may be required, to discuss matters concerning the status of the work in progress and shall prepare minutes thereof for distribution to the District. Notice of said meetings shall be provided to District staff who shall attend at their discretion.
- (iv) Review and approve, if acceptable, for compliance with the design concept of the project and compliance with the information given in the construction contract documents, all detailed construction shop drawings submitted by the Contractor.
- (v) Prepare change orders as may become necessary during construction of the work, and process requests for time extensions.

- (vi) Review and recommend for approval monthly and final progress payments to contractor.
- (vii) Perform inspections and re-inspections as necessary, of completed improvements and provide a punch list of items for completion to the District and Contractor.
- (viii) Perform final inspection with representatives of the District.
- (ix) Prepare record drawings in reproducible form based upon information provided by the Contractor and verified by Engineer. Engineer will provide one (1) paper copy of record drawings.

b) Resident Project Representative (RPR)

- (i) The Resident Project Representative (RPR) shall observe contractor's performance of the work during the construction of the project. Duties and responsibilities of the RPR include monitoring the Contractor's on-site construction activities and inspection of materials entering into the work in accordance with the plans, specifications, and special provisions of the construction contract to determine that the project is constructed in reasonable conformity with such documents. The RPR shall keep detailed accurate records of the Contractor's operations and of significant events that affect the work.
- (ii) RPR shall be responsible for monitoring and inspection of Contractor's Work Zone Safety Plan and shall review modifications thereto, if any. RPR assumes no responsibility for Contractor's failure to provide and/or follow said Plan procedure or District directive, and Engineer assumes no liability for damage or delay caused thereby.
- (iii) RPR shall verify that the Contractor is conducting inspections, preparing reports and monitoring all storm water pollution prevention measures associated with the project.
- (iv) Review reports of field testing activities performed by the Contractor, its Quality Assurance (QA) testing laboratory, and Engineer's QA acceptance testing laboratory.
- (v) Perform final inspection(s) of the completed project with representatives of the District and appropriate governmental agencies.

c) Acceptance Testing

Perform testing of soils and materials where applicable, and perform quality assurance testing of materials as may be necessary for the proper design and construction of the project.

d) Surveyor

A ground survey shall be prepared by a Professional Land Surveyor (PLS), as needed, to verify the contractor's as-built drawings. An electronic copy of same will be used in Engineer's preparation of record drawings and a copy thereof provided to the District.

**AGREEMENT BETWEEN
CENTRAL COUNTY WATER CONTROL DISTRICT
AND
BOY, MILLER, KISKER & PERRY, P.A.**

This Agreement, by and between CENTRAL COUNTY WATER CONTROL DISTRICT, a Florida independent special District created pursuant to special act and Chapter 298, Florida Statutes, "the DISTRICT" and BOY, MILLER, KISKER & PERRY, P.A., "TREASURER," shall be effective as of the last date affixed hereto.

WHEREAS, the DISTRICT, located in Montura Ranch, Hendry County, Florida needs to retain the services of a treasurer for the performance of various accounting services as attached in Exhibit "A", and expressly made a part hereof and,

WHEREAS, the TREASURER'S existing verbal agreement with the DISTRICT contemplates a re-appointment as TREASURER; and,

WHEREAS the DISTRICT is satisfied with the professional services rendered by the TREASURER for the past fiscal years; and

WHEREAS, it is in the DISTRICT'S best interest to renew the Agreement with the TREASURER for the DISTRICT'S ongoing activities;

WHEREAS, the TREASURER recognizes the trust and confidence placed in it and covenants with the DISTRICT to furnish its skills and best judgment to the DISTRICT in performing the duties as outlined in the attached Exhibit "A".

NOW THEREFORE, the DISTRICT and TREASURER agree as follows:

SECTION 1-TERM OF AGREEMENT

The term of this Agreement shall be subjected to the annual appointment by the Board of Supervisors at the Annual Landowners' Meeting.

SECTION 2-SCOPE OF WORK

The TREASURER shall perform accounting services as described in Exhibit "A" and expressly made a part hereof.

SECTION 3-COMPENSATION

The TREASURER shall be compensated as follows for accounting services as set forth in the fee schedule contained in Exhibit "A."



CLIENT COPY

SECTION 4-TIMES OF PAYMENT AND METHOD OF PAYMENT

The TREASURER shall be paid by the DISTRICT as follows:

The TREASURER shall provide the DISTRICT with a monthly invoice for contractual services provided hereunder.

Invoices shall be due and payable within 30 calendar days after the DISTRICT'S receipt of said invoice.

SECTION 5-TERMINATION

The obligation to provide further services under this Agreement may be terminated with or without cause by either party upon sixty (60) days written notice.

SECTION 6-CONTROLLING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

SECTION 7-ATTORNEY'S FEES AND COSTS

In the event of any litigation arising from or related to this Agreement, the prevailing party will be entitled to recovery of all reasonable costs incurred including but not limited to court costs, reasonable value of staff time and expenses, and reasonable attorney's fees pursuant to the litigation.

SECTION 8-NOTICES

All contractual notices required and/or made pursuant to this Agreement shall be made in writing and shall be given by the United States Postal Service Department first class mail service, postage prepaid, addressed to the following

For the DISTRICT:

Central County Water Control District
475 S. Cabbage Palm
Clewiston, FL 33440

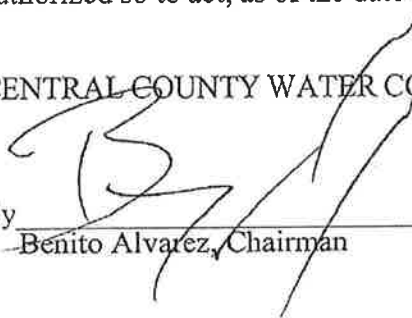
For the TREASURER:

Boy, Miller, Kisker & Perry, P.A.
P.O. Box 488
401 South W.C. Owen Avenue
Clewiston, FL 33440

This Agreement, including the attached Exhibit 'A,' signed by both parties constitutes a final written expression of the terms of this Agreement and is a complete and exclusive statement of those terms, and all prior representation, promises, warranties or statements by the DISTRICT that differ in any way from the terms of this written Agreement shall be given no force or effect. The terms of this Agreement shall not be amended, altered or changed except by written agreement executed by both parties.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on their behalf by their respective representatives, each such representative having been first duly authorized so to act, as of the date and year first herein above written.

CENTRAL COUNTY WATER CONTROL DISTRICT:

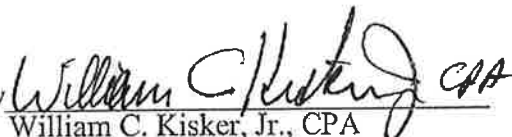
By 
Benito Alvarez, Chairman

Attest: Carolyn Hester

Date 1-26-11

Date 1-26-11

TREASURER:

By 
William C. Kisker, Jr., CPA
Boy, Miller, Kisker & Perry, P.A.

Date: 1-26-11

EXHIBIT "A"

Weekly

Pay bills (received before 12:00 Noon on Tuesdays) and maintain accounts payable records

Make deposits and record detailed tax receipts

Enter and print payroll checks

Call in tax deposits

Maintain checkbook balances

Transfer funds to cover bills and payroll related items

Monthly

Reconcile bank accounts

Process and review general ledger

Make adjusting journal entries

Prepare financial statements including summary sheet

File reports with Florida Retirement System

Attend monthly Board meetings to deliver Treasurer's report and to discuss financial matters and recommendations

Quarterly

Prepare and file payroll tax forms 941 and UCT-6

EXHIBIT "A" (continued)

Yearly

Prepare and file payroll tax forms W-2 and W-3

Prepare and file forms 1099s and 1096 for Directors and other contractors

Entry of budget into our accounting system

Accumulation of information required by auditors

Prepare self-audit report for worker's compensation

File public depository report with Florida Division of Financial Services

Assistance with grant application preparation

Compensation for services

Our fees for the normal monthly services will be \$1,500 per month. However, additional fees of \$1,000 will be billed for budget preparation and assistance with the annual audit.

JOHN J. FUMERO
*Board Certified State & Federal Government
& Administrative Practice Lawyer*

E-MAIL ADDRESS:
jfumero@nasonyeager.com

OFFICE:
(561) 982-7114
FAX NUMBER:
(561) 982-7116

September 27, 2017

Via Email: ccwcd1@gmail.com

Central County Water Control District
475 S. Cabbage Palm St.
Clewiston, FL 33440
Attention: Carolyn Hester, District Manager

Re: Serving as the District Attorney for the Central County Water Control District

Dear Ms. Hester:

On behalf of Nason, Yeager, Gerson, White & Lioce, P.A. (the "Firm"), we are pleased to serve as the Central County Water Control District (the "District") as District Attorney, and we look forward to working with you and the Board of Supervisors. The following represents the terms and conditions of representation on this matter:

1. Services. The Firm shall serve as the District Attorney and provide a full range of legal services in support of the District on a contractual basis.

I shall serve as the District Attorney. My primary responsibility is to provide day-to-day legal counsel to the District and the Board. In addition to myself, Thomas Mullin and Jack Rice will serve as Assistant District Attorneys, and will provide backup representation when the District Attorney is unavailable. Additionally, our paralegal, Missy Hernandez, will assist the District and District Attorney, which will provide a cost savings to the District.

2. Professional Fees. For the first 90 days, we shall represent the District on an hourly basis. This 90-day period will serve as an assessment period, but also allow the District Attorney to implement policies and procedures based on Board of Supervisors policy and direction. We offer a discounted, blended hourly rate for the District Attorney and Assistant District Attorneys of \$245.00 per hour. The hourly rate for paralegal services is \$90.00 per hour.

After the 90-day assessment period is complete, upon Board direction, we may negotiate with the District a flat fee monthly retainer.

750 Park of Commerce Blvd., Suite 210, Boca Raton, Florida 33487
Telephone: (561) 982-7114 Facsimile: (561) 982-7116 www.nasonyeager.com

PALM BEACH GARDENS • BOCA RATON



Central County Water Control District
Attention: Carolyn Hester, District Manager
September 27, 2017
Page 2

3. Costs and Expenses. The Firm shall charge actual costs and expenses incurred and invoiced to the Firm on your behalf for this representation pursuant to Chapter 112, Florida Statutes, and applicable law. We may advance these costs and seek reimbursement, with the underlying documentation, in our billings. Travel time to and from the District will not be billed.

4. Billing and Payment. We will bill you on a monthly basis for professional services rendered and expenses incurred in connection with this matter. You agree to pay the amount of each statement in full within forty-five (45) days of the billing date. Should you question any items, you agree to notify us in writing of any such question or dispute within thirty (30) days of the billing date.

Thank you for choosing our Firm to assist you in this matter. Should you agree with the foregoing terms and conditions, please sign in the space provided, return the executed letter to me via email, and retain a copy for your records.

Sincerely,

John J. Fumero

ACKNOWLEDGED AND AGREED:

CENTRAL COUNTY WATER CONTROL DISTRICT

By: Bruno Naranjo
~~Carolyn Hester, District Manager~~

JJF/jfp
Attachment

BRUNO NARANJO
Chairman