

NOTICE AND AGENDA
CEDAR KEY WATER & SEWER DISTRICT
510 THIRD STREET, CEDAR KEY, FL 32625

SPECIAL MEETING
December 03, 2021,
5:00P.M.

1. Call to order.
2. Pledge and Prayer.
3. Adoption of Agenda
4. Consideration of Contractual Relationship with Mittauer and Associates
5. General Manager Report
6. Attorney report.
7. Commissioner Comments.
- 8.** Public Input.
9. Adjourn.

All persons are advised that if they decide to appeal any decision made at the above-referenced public hearing, they will need a record of the proceedings, and that, for such purpose, they may need to insure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal will be based.

CONSULTING ENGINEER CONTRACT

THIS AGREEMENT, made and entered into this 2nd day of May, 2016, by and between the CEDAR KEY WATER AND SEWER DISTRICT, hereinafter referred to as "District," and MITTAUER & ASSOCIATES, INC., hereinafter referred to as "Consultant." For and in consideration of the mutual covenants contained herein and for other good and valuable consideration District and Consultant agree as follows:

1. District retains the services of Consultant to serve as consulting Engineer to District for a period of one year, said term commencing with the date set forth above.
2. Consultant, having been selected by the District pursuant to the Consultants' Competitive Negotiation Act, Chapter 287.055, Florida Statutes, shall provide or direct all consulting engineering services in the manner set forth below.
3. The Basic Scope of Services and Rates for a given project shall be agreed to by the parties within an individual Task Order. The term "Task Order" means a formal document that is dated and executed by both the District and the Consultant by which District accepts Consultant's proposal for specific services and Consultant indicates a willingness to perform such specific Services under the terms and conditions specified in this Agreement the Task Order. Nothing contained in any Task Order shall conflict with the terms of this Agreement, and the terms of this Agreement shall be deemed to be incorporated in each individual Task Order as if fully set forth therein.
4. If a Task Order is issued by the District, it shall contain the following:
 - A. A description of the project and the specific services to be performed; a schedule of deliverables; and the manner in which the Consultant shall be compensated, including whether the District will reimburse Consultant for travel, materials, supplies and other direct expenses incurred by Consultant while transacting business authorized by the Task Order.
 - B. A budget establishing the amount of compensation to be paid with sufficient detail so as to fully identify all costs.
 - C. Any other additional instructions or provisions relating to the specific services authorized pursuant to each Task Order that do not conflict with the terms of this Agreement.
5. The Consultant is and shall be an independent contractor in the performance of all work, services, and activities under this Agreement and is not an employee, agent or servant of the District. All persons engaged in any of the work or services performed pursuant to this Agreement shall at all times and in all places be subject to the Consultant's sole direction, supervision, and control. The Consultant shall exercise control over the means and manner in which it and its employees perform the work and in all respects the Consultant's relationship and the relationship of its employees to the District shall be that of an independent contractor and not as employees or agents of the District.

6. The Consultant does not have the power or authority to bind the District in any promise, Agreement or representation other than such power or authority that is specifically provided for in this Agreement or a Task Order.
7. The Consultant and any of its agents shall indemnify and hold harmless the District, its agents, employees, elected officers and representatives 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 misconduct of the indemnifying party and persons employed or utilized by the indemnifying party in the performance of this Agreement. This Article shall survive the termination of this Agreement and shall continue in full force and effect so long as the possibility of any liability, claim or loss exists, unless otherwise prohibited by law.
8. The Consultant shall purchase, maintain, and keep in full force insurance as is described below, including tail coverage, and with the District named as Other Insured:

A.	Workers' Compensation:	\$500,000	Statutory
B.	Employer's Liability:		
	(1) Bodily injury, each accident:	\$500,000	
	(2) Bodily injury by disease, each employee:	\$500,000	
	(3) Bodily injury/disease, aggregate:	\$500,000	
C.	General Liability:		
	(1) Each Occurrence (Bodily Injury and Property Damage):	\$1,000,000	
	(2) General Aggregate:	\$2,000,000	
D.	Excess or Umbrella Liability:		
	(1) Per Occurrence:	\$2,000,000	
	(2) General Aggregate:	\$2,000,000	
E.	Automobile Liability:		
	Combined Single Limit (Bodily Injury and Property Damage):	\$1,000,000	
F.	Professional Liability:		
	(1) Each Claim Made:	\$1,000,000	
	(2) Annual Aggregate:	\$1,000,000	
9. Prior to the initiation of any litigation by the parties concerning this Agreement, and as a condition precedent to initiating any litigation, the parties agree to first seek resolution of the dispute through non-binding mediation. Mediation shall be initiated by any party by serving a written request for same on the other party. The mediator shall be selected by mutual agreement of the parties within 15 days of the date of the request for mediation. The mediator shall be certified by the Supreme Court of Florida. Each party to the mediation shall pay the mediator's fee in equal shares.
10. The parties expressly and specifically waive the right to a jury trial as to any issue in any way connected with this Agreement. Venue shall be in Levy County, Florida. If any legal action or other proceeding is brought for the enforcement of this Agreement or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Agreement, each party shall bear its own costs and attorney's fees.

11. The Consultant, for itself, its delegates, successors interest, and its assigns, and as a part of the consideration hereof, does hereby covenant and agree that:
- A. In connection with the furnishing of services to the District hereunder, no person shall be excluded from participation in, denied the benefits of, or otherwise subjected to discrimination in regard to this Agreement on the grounds of such person's race, color, creed, national origin, religion, physical disability, age or sex; and
 - B. The Consultant shall comply with all existing requirements concerning discrimination imposed by any and all applicable local, state, and federal rules, regulations, or guidelines, and as such rules, regulations, or guidelines may be from time to time amended.

In the event of a breach of any of the nondiscrimination covenants described herein, the District shall have the right to terminate this Agreement, without liability, and such right shall not be exercised unreasonably.

12. The Consultant shall comply with the provisions of Chapter 119, Fla. Stat., Public Records Law, in connection with this Agreement.
13. This Agreement may be terminated by either party after delivery to the other party of a written notice to that effect, provided however, such termination shall not be effective for 30 days from the date of said notice.
14. This Agreement shall be renewed subject to annual review by the District and Consultant at the time a new budget is adopted and any terms herein may be changed, altered, or modified by mutual agreement of the parties. If the Agreement is neither modified nor terminated, it shall automatically renew each year on the anniversary date of this Agreement.

Board of Commissioners
Cedar Key Water and Sewer District


Dottie Haldeman, Chair

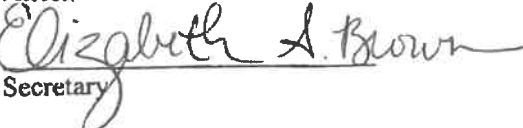
Attest:


Ann Richburg, Clerk

Mittauer & Associates, Inc.


By:

Attest:


Secretary