

**AGREEMENT FOR INDEPENDENT CONTRACTOR SERVICES  
RELATING TO WATER AND WASTEWATER  
UTILITY CONSULTING SERVICES**

THIS PROFESSIONAL SERVICES AGREEMENT (herein "Agreement") is made and entered into as of the 1<sup>st</sup> day of March, 2024, by and between the **Town of Century**, a municipality organized and existing under the laws of the State of Florida, whose address is 7995 Century Boulevard, Century, Florida 32535, (the "Town") and **U.S. Water Services Corporation**, a Florida corporation, whose address is 4939 Cross Bayou Boulevard, New Port Richey, FL 34652 (the "Consultant").

NOW, THEREFORE, for and in consideration of the terms and conditions set forth herein, and other good and valuable considerations, the receipt and sufficiency of which each party does hereby acknowledge, the parties hereto agree as follows:

**1. SERVICES OF CONSULTANT**

1.1 Scope of Services. In compliance with all of the terms and conditions of this Agreement, the Consultant shall perform the work or services set forth in the "Scope of Services" attached hereto as Exhibit "A" and incorporated herein by reference. Consultant warrants that it has the experience and ability to perform all work and services required hereunder and that it shall diligently perform such work and services in a professional and satisfactory manner.

1.2 Compliance With Law. All work and services rendered hereunder shall be provided in accordance with all ordinances, resolutions, statutes, rules, and regulations of the Town and any Federal, State or local governmental agency of competent jurisdiction.

1.3 Licenses, Permits, Fees and Assessments. Consultant shall obtain at its sole cost and expense such licenses, permits, and approvals as may be required by law for the performance of the services required by the Agreement.

1.4 Special Requirements. Additional terms and conditions of this Agreement, if any, which are made a part hereof are set forth in the "Special Requirements" attached hereto as Exhibit "B" and incorporated herein by this reference. In the event of a conflict between the provisions of Exhibit "B" and any other provisions of this Agreement, the provisions of Exhibit "B" shall govern.

**2. COMPENSATION**

2.1 Contract Sum. For the services rendered pursuant to this Agreement, Consultant shall be compensated in accordance with the "Schedule of Compensation" attached hereto as Exhibit "C" and incorporated herein by this reference, but not exceeding the maximum contract amount of (\$33,630.00 Dollars) ("Contract Sum").

2.2 Invoices. Each month Consultant shall furnish to Town an original invoice for all work performed and expenses incurred during the preceding month in a form approved by the Mayor or Mayor's Designee. By submitting an invoice for payment under this Agreement,

Consultant is certifying compliance with all provisions of the Agreement. The invoice shall contain all information specified in Exhibit "C", and shall detail charges for all necessary and actual expenses by the following categories: labor (by sub-category), travel, materials, equipment, supplies, and sub-contractor contracts. Sub-contractor charges shall also be detailed by such categories. Consultant shall not invoice Town for any duplicate services performed by more than one person.

2.3 Town shall independently review each invoice submitted by the Consultant to determine whether the work performed and expenses incurred are in compliance with the provisions of this Agreement. Except as to any charges for work performed or expenses incurred by Consultant which are disputed by Town, Town shall endeavor to pay Consultant within thirty (30) days of receipt of Consultant's correct and undisputed invoice; however, Consultant acknowledges and agrees that due to Town expense approval procedures, there may be occasional delays in processing, approval, and payment of Consultant's invoices. In the event any charges or expenses are disputed by Town, the original invoice shall be returned by Town to Consultant for correction and resubmission. Review and payment by the Town of any invoice provided by the Consultant shall not constitute a waiver of any rights or remedies provided herein or any applicable law.

2.4 Additional Services. Town shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to or deducting from said work. No such extra work may be undertaken unless a written order is first given by the Contract Officer to the Consultant, incorporating therein any adjustment in (i) the Contract Sum for the actual cost of the extra work, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval of the Consultant. Any increase in Consultant's compensation for performance of such additional services must be approved by the Town Council. No claim for an increase in the Contract Sum or time for performance shall be valid unless the procedures established in this Section are followed.

### **3. PERFORMANCE SCHEDULE**

3.1 Time of Essence. Time is of the essence in the performance of this Agreement.

3.2 Schedule of Performance. Consultant shall commence the services pursuant to this Agreement upon receipt of a written notice to proceed and shall perform all services within the time period(s) established in the "Schedule of Performance" attached hereto as Exhibit "D" and incorporated herein by this reference. When requested by the Consultant, extensions to the time period(s) specified in the Schedule of Performance may be approved in writing by the Contract Officer but not exceeding thirty (30) days cumulatively.

3.3 Force Majeure. The time period(s) specified in the Schedule of Performance for performance of the services rendered pursuant to this Agreement shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of the Consultant, including, but not restricted to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including the Town, if the Consultant shall within ten (10) days of the commencement of such

delay notify the con Officer in writing of the causes of the delay. The Contract Officer shall ascertain the facts and the extent of delay, and extend the time for performing the services for the period of the enforced delay when and if in the judgment of the Contract Officer such delay is justified. The Contract Officer's determination shall be final and conclusive upon the parties to this Agreement. In no event shall Consultant be entitled to recover damages against the Town for any delay in the performance of this Agreement, however caused, Consultant's sole remedy being extension of the Agreement pursuant to this Section.

3.4 Term. Unless earlier terminated in accordance with Article 7 of this Agreement, this Agreement shall continue in full force and effect until completion of the services but not exceeding one (1) year from the date hereof, except as otherwise provided in the Schedule of Performance (Exhibit "D").

#### **4. COORDINATION OF WORK**

4.1 Representative of Consultant. Stewart Duncan is hereby designated as being the representative of Consultant authorized to act on its behalf with respect to the work and correspondence services specified herein and make all decisions in connection therewith. All personnel of Consultant and any authorized agents shall be under the exclusive direction of the representative of Consultant. Consultant shall utilize only competent personnel to perform services pursuant to this Agreement. Consultant shall make every reasonable effort to maintain the stability and continuity of Consultant's staff and subcontractors, and shall keep Town informed of any changes.

4.2 Contract Officer. The Mayor [or such person as may be designated by the Mayor] is hereby designated as being the representative the Town authorized to act in its behalf with respect to the work and services specified herein and to make all decisions in connection therewith ("Contract Officer").

4.3 Prohibition Against Assignment. Consultant shall not contract with any entity to perform in whole or in part the work or services required hereunder without the express written approval of the Town. Neither this Agreement nor any interest herein may be assigned or transferred, voluntarily or by operation of law, without the prior written approval of Town. Any such prohibited assignment or transfer shall be void.

4.4 Independent Consultant. Neither the Town nor any of its employees shall have any control over the manner, mode or means by which Consultant, its agents, or employees, perform the services required herein, except as otherwise set forth. Consultant shall perform all services required herein as an independent contractor of Town with only such obligations as are consistent with that role. Consultant shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of Town, or that it is a member of a joint enterprise with Town.

#### **5. INSURANCE AND INDEMNIFICATION**

5.1 Insurance Coverages. Without limiting Consultant's indemnification of Town, and prior to commencement of any services under this Agreement, Consultant shall obtain, provide and maintain at its own expense during the term of this Agreement, policies of insurance of the type and amounts described below and in a form satisfactory to Town.

(a) General liability insurance. Consultant shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted.

(b) Automobile liability insurance. Consultant shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the Consultant arising out of or in connection with Services to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than \$1,000,000 combined single limit for each accident.

(c) Professional liability (errors & omissions) insurance. Consultant shall maintain professional liability insurance that covers the Services to be performed in connection with this Agreement, in the minimum amount of \$1,000,000 per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this Agreement and Consultant agrees to maintain continuous coverage through a period no less than three (3) years after completion of the services required by this Agreement.

(d) Workers' compensation insurance. Consultant shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance (with limits of at least \$1,000,000).

(e) Subcontractors. Consultant shall include all subcontractors as insureds under its policies or shall furnish separate certificates and certified endorsements for each subcontractor. All coverages for subcontractors shall include all of the requirements stated herein.

(f) Additional Insurance. Policies of such other insurance as may be required in the Special Requirements in Exhibit "B".

## 5.2 General Insurance Requirements.

(a) Proof of insurance. Consultant shall provide certificates of insurance to Town as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers' compensation. Insurance certificates and endorsements must be approved by Town's Clerk prior to commencement of performance. Current certification of insurance shall be kept on file with Town Clerk's Office at all times during the term of this Agreement. Town reserves the right to require complete, certified copies of all required insurance policies, at any time.

(b) Duration of coverage. Consultant shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the Services hereunder by Consultant, its agents, representatives, employees or subconsultants.

(c) Primary/noncontributing. Coverage provided by Consultant shall be primary and any insurance or self-insurance procured or maintained by Town shall not be required to contribute with it. The limits of insurance required herein may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of Town before the Town's own insurance or self-insurance shall be called upon to protect it as a named insured.

(d) Town's rights of enforcement. In the event any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, Town has the right but not the duty to obtain the insurance it deems necessary and any premium paid by Town will be promptly reimbursed by Consultant or Town will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, Town may cancel this Agreement.

(e) Acceptable insurers. All insurance policies shall be issued by an insurance company that is duly authorized by the Florida Department of Insurance to transact the business of insurance within the state of Florida, unless otherwise approved by the Contract Officer.

(f) Waiver of subrogation. All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against Town, its elected or appointed officers, agents, officials, employees and volunteers or shall specifically allow Consultant or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against Town, and shall require similar written express waivers and insurance clauses from each of its subconsultants.

(g) Enforcement of contract provisions (non-estoppel). Consultant acknowledges and agrees that any actual or alleged failure on the part of the Town to inform Consultant of non-compliance with any requirement imposes no additional obligations on the Town nor does it waive any rights hereunder.

(h) Requirements not limiting. Requirements of specific coverage features or limits contained in this section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If the Consultant maintains higher limits than the minimums shown above, the Town requires and shall be entitled to coverage for the higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Town.

(i) Notice of cancellation. Consultant agrees to oblige its insurance agent or broker and insurers to provide to Town with a thirty (30) day notice of cancellation (except for nonpayment for which a ten (10) day notice is required) or nonrenewal of coverage for each required coverage.

(j) Additional insured status. General liability policies shall provide or be endorsed to provide that Town and its officers, officials, employees, and agents, and volunteers

shall be additional insureds under such policies. This provision shall also apply to any excess/umbrella liability policies.

(k) Prohibition of undisclosed coverage limitations. None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to Town and approved of in writing.

(l) Separation of insureds. A severability of interests provision must apply for all additional insureds ensuring that Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the insurer's limits of liability. The policy(ies) shall not contain any cross-liability exclusions.

(m) Pass through clause. Consultant agrees to ensure that its subconsultants, subcontractors, and any other party involved with the project who is brought onto or involved in the project by Consultant, provide the same minimum insurance coverage and endorsements required of Consultant. Consultant agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. Consultant agrees that upon request, all agreements with consultants, subcontractors, and others engaged in the project will be submitted to Town for review.

(n) Agency's right to revise specifications. The Town reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving the Consultant ninety (90) days advance written notice of such change. If such change results in substantial additional cost to the Consultant, the Town and Consultant may renegotiate Consultant's compensation.

(o) Self-insured retentions. Any self-insured retentions must be declared to and approved by Town. Town reserves the right to require that self-insured retentions be eliminated, lowered, or replaced by a deductible. Self-insurance will not be considered to comply with these specifications unless approved by Town.

(p) Timely notice of claims. Consultant shall give Town prompt and timely notice of claims made or suits instituted that arise out of or result from Consultant's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.

(q) Additional insurance. Consultant shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgment may be necessary for its proper protection and prosecution of the work.

5.3 Indemnification. To the fullest extent permitted by law, Consultant agrees to indemnify, defend and hold harmless the Town, its officers, employees and agents ("Indemnified Parties") against, and will hold and save them and each of them harmless from and against, any and all actions, either judicial, administrative, arbitration or regulatory claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities whether actual or threatened that may be asserted or claimed by any person, firm or entity arising out of or in connection with the negligent performance of the work, operations or activities contemplated herein of Consultant, its officers, employees, agents, subcontractors, invitees, or any individual or entity for which Consultant is legally liable (collectively, "Indemnitors"), or arising



from Indemnitors' reckless or willful misconduct, or arising from Indemnitors' negligent performance of or failure to perform any term, provision, covenant or condition of this Agreement, except claims or liabilities occurring as a result of Indemnified Parties' sole negligence or willful acts or omissions. The indemnity obligation shall be binding on successors and assigns of Indemnitors and shall survive termination of this Agreement.

## **6. RECORDS, REPORTS, AND RELEASE OF INFORMATION**

6.1 Records. Consultant shall keep, and require subcontractors to keep, such ledgers, books of accounts, invoices, vouchers, canceled checks, reports, studies or other documents relating to the disbursements charged to Town and services performed hereunder (the "books and records"), as shall be necessary to perform the services required by this Agreement and enable the Contract Officer to evaluate the performance of such services and shall keep such records for a period of three years following completion of the services hereunder. The Contract Officer shall have full and free access to such books and records at all times during normal business hours of Town, including the right to inspect, copy, audit and make records and transcripts from such records.

6.2 Reports. Consultant shall periodically prepare and submit to the Contract Officer such reports concerning the performance of the services required by this Agreement or as the Contract Officer shall require.

6.3 Public Records. Notwithstanding any provision in this Agreement to the contrary, Consultant shall comply with all requirements applicable to Consultant as provided in Florida Statutes Ch. 119, including but not limited to Florida Statutes Section 119.0701 and specifically:

a. Keep and maintain public records required by the Town to perform the service.

b. Upon request from the Town's custodian of public records, provide the Town with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.

c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Consultant does not transfer the records to the Town.

d. Upon completion of the contract, transfer, at no cost, to the Town all public records in possession of the Consultant or keep and maintain public records required by the Town to perform the service. If the Consultant transfers all public records to the Town upon completion of the contract, the Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Consultant keeps and maintains public records upon completion of the contract, the Consultant shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the Town's custodian of

public records, in a format that is compatible with the information technology systems of the public agency.

e. As required in Florida Statute Section 119.0701(2)(a):

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT TOWN CLERK, 7995 N Century Blvd Century, FL 32535, lhowington@centuryflorida.us, (850) 256-3208.

f. Such records shall be maintained for a period of at least three (3) years following completion of the services hereunder, and the Town shall have access to such records in the event any audit is required. In the event of dissolution of Consultant's business, custody of the books and records may be given to Town, and access shall be provided by Consultant's successor in interest. Notwithstanding the above, the Consultant shall fully cooperate with the Town in providing access to the books and records if a public records request is made and disclosure is required by law including but not limited to the Florida Public Records Act.

g. Reports, Records Maintenance and Public Access. In accordance with Florida Statute 119, the Consultant shall maintain and preserve all records created or received in the performance of this Agreement and shall ensure such records are accessible for public inspection and copying upon request, subject to the provisions of the said statute. The Consultant agrees to fully comply with all requirements of Florida Statute 119, including but not limited to, the retention, production, and destruction of records. Consultant's failure to comply with Florida Statute 119 shall constitute a material breach of this Agreement.

#### 6.4 Confidentiality and Release of Information.

(a) All information gained or work product produced by Consultant in performance of this Agreement shall be considered confidential, unless such information is in the public domain or already known to Consultant. Consultant shall not release or disclose any such information or work product to persons or entities other than the Town without prior written authorization from the Contract Officer; provided, however, nothing herein shall in any manner be construed or interpreted to limit access to public records as contemplated in Florida Statutes Ch. 119, nor preventing or impeding compliance with the requirements of Florida Statutes Ch. 119.

(b) Consultant shall not, without prior written authorization from the Contract Officer or unless required pursuant to applicable laws, voluntarily provide documents, declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement. Response to a subpoena or court order shall not be considered "voluntary" provided Consultant gives the Town notice of such court order or subpoena.

(c) If Consultant provides any information or work product in violation of this Agreement, then the Town shall have the right to reimbursement and indemnity from Consultant



for any damages, costs and fees, including attorney's fees, caused by or incurred as a result of Consultant's conduct.

(d) Consultant shall promptly notify the Town should Consultant be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed thereunder. The Town retains the right, but has no obligation, to represent Consultant or be present at any deposition, hearing or similar proceeding. Consultant agrees to cooperate fully with the Town and to provide the Town with the opportunity to review any response to discovery requests provided by Consultant.

6.5 Ownership of Documents. All studies, surveys, data, notes, computer files, reports, records, drawings, specifications, maps, designs, photographs, documents and other materials (the "documents and materials") prepared by Consultant in the performance of this Agreement shall be the property of the Town and shall be delivered to the Town upon request of the Contract Officer or upon the termination of this Agreement, and Consultant shall have no claim for further employment or additional compensation as a result of the exercise by the Town of its full rights of ownership use, reuse, or assignment of the documents and materials hereunder. Moreover, Consultant with respect to any documents and materials that may qualify as "works made for hire" as defined in 17 U.S.C. § 101, such documents and materials are hereby deemed "works made for hire" for the Town.

## **7. ENFORCEMENT OF AGREEMENT AND TERMINATION**

7.1 Florida Law. This Agreement shall be interpreted, construed and governed both as to validity and to performance of the parties in accordance with the laws of the State of Florida. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the First Judicial Circuit of Florida, the State of Florida. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Northern District of Florida.

7.2 Disputes; Default. In the event that Consultant is in default under the terms of this Agreement, the Town shall not have any obligation or duty to continue compensating Consultant for any work performed after the date of default. Instead, the Town may give notice to Consultant of the default and the reasons for the default. The notice shall include the timeframe in which Consultant may cure the default. This timeframe is presumptively thirty (30) days, but may be extended, if circumstances warrant. If Consultant does not cure the default, the Town may take necessary steps to terminate this Agreement under this Article.

7.3 Legal Action. In addition to any other rights or remedies, either party may take legal action, in law or in equity, to cure, correct or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement. Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the parties are cumulative and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.

7.4 Termination Prior to Expiration of Term. This Section shall govern any termination of this Contract except as specifically provided in the following Section for termination for cause. The Town reserves the right to terminate this Contract at any time, with or without cause, upon thirty (30) days' written notice to Consultant, except that where termination is due to the fault of the Consultant, the period of notice may be such shorter time as may be determined by the Contract Officer. In addition, the Consultant reserves the right to terminate this Contract at any time, with or without cause, upon thirty (30) days' written notice to Town, except that where termination is due to the fault of the Town, the period of notice may be such shorter time as the Consultant may determine. Upon receipt of any notice of termination, Consultant shall immediately cease all services hereunder except such as may be specifically approved by the Contract Officer. Except where the Consultant has initiated termination, the Consultant shall be entitled to compensation for all services rendered prior to the effective date of the notice of termination and for any services authorized by the Contract Officer thereafter in accordance with the Schedule of Compensation or such as may be approved by the Contract Officer. In the event the Consultant has initiated termination, the Consultant shall be entitled to compensation only for the reasonable value of the work product actually produced hereunder, but not exceeding the compensation provided therefore in the Schedule of Compensation Exhibit "C". In the event of termination without cause pursuant to this Section, the terminating party need not provide the non-terminating party with the opportunity to cure pursuant to Section 7.2.

7.5 Termination for Default of Consultant. If termination is due to the failure of the Consultant to fulfill its obligations under this Agreement, Town may, after compliance with the provisions of Section 7.2, take over the work and prosecute the same to completion by contract or otherwise, and the Consultant shall be liable to the extent that the total cost for completion of the services required hereunder does not exceed the compensation herein stipulated (provided that the Town shall use reasonable efforts to mitigate such damages), and Town may withhold any payments to the Consultant for the purpose of set-off or partial payment of the amounts owed the Town as previously stated.

## **8. MISCELLANEOUS**

8.1 Covenant Against Discrimination. Consultant covenants that, by and for itself, its heirs, executors, assigns and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, gender, sexual orientation, marital status, national origin, ancestry, or other protected class in the performance of this Agreement. Consultant shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, gender, sexual orientation, marital status, national origin, ancestry, or other protected class

8.2 Non-liability of Town Officers and Employees. No officer or employee of the Town shall be personally liable to the Consultant, or any successor in interest, in the event of any default or breach by the Town or for any amount, which may become due to the Consultant or to its successor, or for breach of any obligation of the terms of this Agreement.

8.3 Notice. Any notice, demand, request, document, consent, approval, or communication either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by prepaid, first-class mail, in the case of

the Town, to the attention of the Contract Officer (with her/his name and Town title), Town of Century, 7995 N. Century Boulevard, Florida 32535, and in the case of the Consultant, to the Consultant's Representative identified in Section 4.1, above, at Consultant's address set forth in the first paragraph of this Agreement. Either party may change its address by notifying the other party of the change of address in writing. Notice shall be deemed communicated at the time personally delivered or in seventy-two (72) hours from the time of mailing if mailed as provided in this Section.

8.4 Integration; Amendment. It is understood that there are no oral agreements between the parties hereto affecting this Agreement and this Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements and understandings, if any, between the parties, and none shall be used to interpret this Agreement. This Agreement may be amended at any time by the mutual consent of the parties by an instrument in writing.

8.5 Severability. In the event that part of this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining portions of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

8.6 Waiver. No delay or omission in the exercise of any right or remedy by non-defaulting party on any default shall impair such right or remedy or be construed as a waiver. A party's consent to or approval of any act by the other party requiring the party's consent or approval shall not be deemed to waive or render unnecessary the other party's consent to or approval of any subsequent act. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

8.7 Attorneys' Fees. If either party to this Agreement is required to initiate or defend or made a party to any action or proceeding in any way connected with this Agreement, the prevailing party in such action or proceeding, in addition to any other relief which may be granted, whether legal or equitable, shall be entitled to reasonable attorney's fees, whether or not the matter proceeds to judgment.

8.8 Interpretation. The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

8.9 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, and such counterparts shall constitute one and the same instrument.

8.10 Warranty & Representation of Non-Collusion. No official, officer, or employee of Town has any financial interest, direct or indirect, in this Agreement, nor shall any official, officer, or employee of Town participate in any decision relating to this Agreement which may affect his/her financial interest or the financial interest of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any corporation,

partnership, or association in which (s)he is directly or indirectly interested, or in violation of any State or municipal statute or regulation. Consultant warrants and represents that it has not paid or given, and will not pay or give, to any third party including, but not limited to, any Town official, officer, or employee, any money, consideration, or other thing of value as a result or consequence of obtaining or being awarded any agreement. Consultant further warrants and represents that (s)he/it has not engaged in any act(s), omission(s), or other conduct or collusion that would result in the payment of any money, consideration, or other thing of value to any third party including, but not limited to, any Town official, officer, or employee, as a result of consequence of obtaining or being awarded any agreement. Consultant is aware of and understands that any such act(s), omission(s) or other conduct resulting in such payment of money, consideration, or other thing of value will render this Agreement void and of no force or effect.

8.11 Corporate Authority. The persons executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which said party is bound. This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the parties.

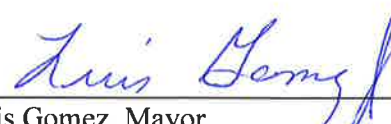
8.12 Non-Solicitation of Employees. Town acknowledges that U.S. Water Services incurs substantial recruitment, screening, training, administrative, and marketing expenses with respect to their operators, and that the identity, telephone number, address, skills, qualifications, preferences, and work history of the operators constitute trade secrets of U.S. Water Services. Accordingly, the Town agrees during the period of time this Agreement is in effect and continuing for 12 months thereafter, not to directly or indirectly utilize, offer to hire, hire on a permanent or part-time basis, or engage as an independent contractor or free-lancer any operator who (i) was employed by Contractor during the period of time this Agreement was in effect, and (ii) rendered any services contemplated herein to or for the benefit of the Town, without the expressed prior written consent of U.S. Water Services. If the Town violates this paragraph, Town promises to pay a conversion fee equal to one year's annual bill rate in effect at the time of termination of the services of U.S. Water Services or \$10,000 dollars, whichever is greater.

**[Signatures On The Following Page]**

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

**TOWN:**

TOWN OF CENTURY, FLORIDA, a  
municipal corporation

  
\_\_\_\_\_  
Luis Gomez, Mayor

**ATTEST:**

  
\_\_\_\_\_  
Leslie Howington, Town Clerk

**CONSULTANT:**

**U.S. Water Services Corporation**, a  
Florida corporation,

By:   
\_\_\_\_\_  
Name: Christopher Saliba  
Title: Vice President

## **EXHIBIT "A"**

### **SCOPE OF SERVICES**

- I.** Consultant will perform the following services:
  - A.** Provide onsite guidance and training to staff on operations water and wastewater activities, develop schedules for maintaining proper testing and monitoring of required sampling, as stated in the Consent Order issued June 24, 2022, Warning Letters issued December 21, 2023, for wastewater and November 17, 2023 for water.
  - B.** Ensure compliance with the DEP Consent Order and address any related issues. Consultant shall provide supervision and oversight of all Town employees that are responsible with making the corrections contemplated in the Consent Order. This includes reporting to the Contract Officer regarding any issues or opportunities related to employees assigned to Consultant to enact the necessary corrections. Specifically, Consultant must promptly report any problematic behaviors or performance issues of these employees to the Contract Officer. This will enable the Town to take appropriate and timely action.
  - C.** Provide onsite guidance and training to Town staff on maintenance (preventative and corrective), planning/budgeting of repairs and replacement of equipment, and developing schedules for proper maintaining of equipment as stated in the Consent Order issued June 24, 2022, Warning Letters issued December 21, 2023 for wastewater and November 17, 2023 for water.
  - D.** Provide guidance and training to Town staff on proper reporting, verification of proper documentation, and notifications of city activities in regard to compliance of water and wastewater as stated in the Consent Order issued June 24, 2022, Warning Letters issued December 21, 2023 for wastewater and November 17, 2023 for water.
- II.** As part of the Services, Consultant will prepare and deliver the following tangible work products to the Town:
  - A.** Standard Operating Procedures (SOP's) and Activity Hazard Analysis (AHA) on various components of water and wastewater operations, to include maintenance, sampling, and reporting.
  - B.** Provide long term CIP report for budgeting, to include repairs, replacements, and upgrades.
  - C.** Develop strategies for operations of the wastewater treatment plant, water wells, lift stations, to include operational ranges, monitoring locations, maintenance, and the irregular activities of each area.

- III. In addition to the requirements of Section 6.2, during performance of the Services, Consultant will keep the Town updated of the status of performance by delivering the following status reports:
  - A. Weekly Meetings with Mayor, Town Manager, and Consultant Staff
  - B. Bi-Weekly Updates to City Council, Mayor, Town Manager, and citizens
  - C. Bi-Weekly Updates to Engineers for the Quarterly Report
- IV. All work product is subject to review and acceptance by the Town, and must be revised by the Consultant without additional charge to the Town until found satisfactory and accepted by Town.
- V. Consultant will utilize the following personnel to accomplish the Services:
  - A. Stewart Duncan
  - B. Craig Drake
  - C. Compliance Staff of Consultant



**EXHIBIT "B"**

**SPECIAL REQUIREMENTS**  
(Superseding Contract Boilerplate)

**EXHIBIT "C"**

**SCHEDULE OF COMPENSATION**

I. Consultant shall perform the following Services at the following rates:

	TASK	RATE	TIME	SUB-BUDGET
A.	1 <sup>st</sup> 4 Weeks		212 hours	\$11,210.00
B.	2 <sup>nd</sup> 4 Weeks		76 hours	\$11,210.00
C.	3 <sup>rd</sup> 4 Weeks		80 hours	\$11,210.00

II. Within the budgeted amounts for each Task, and with the approval of the Contract Officer, funds may be shifted from one Task sub-budget to another so long as the Contract Sum is not exceeded per Section 2.1, unless Additional Services are approved per Section 2.3.

III. The Town will compensate the Consultant for the Services performed upon submission of a valid invoice. Each invoice is to include:

- A. Line items for all the work performed, the number of hours worked, and the hourly rate.
- B. Line items for all materials and equipment properly charged to the Services.
- C. Line items for all other approved reimbursable expenses claimed, with supporting documentation.
- D. Line items for all approved subcontractor labor, supplies, equipment, materials, and travel properly charged to the Services.

IV. The total compensation for the Services shall not exceed the Contract Sum as provided in Section 2.1 of this Agreement.

**EXHIBIT "D"**

**SCHEDULE OF PERFORMANCE**

- I. Consultant shall perform all services timely in accordance with the following schedule:

Time to Perform

- |    |        |  |
|----|--------|--|
| A. | Task 1 | 4 weeks from<br>commencement of<br>contract  |
| B. | Task 2 | 8 weeks from<br>commencement of<br>contract  |
| C. | Task 3 | 12 weeks from<br>commencement of<br>contract |

- II. Consultant shall deliver the following tangible work products to the Town by the following dates.

- A. SOP/AHA's, Strategies, Plans: provide updates within the 4 weeks following commencement of this Agreement.
- B. Develop CIP and some maintenance schedules, develop timelines for Section Table 4 of consent order: within the 8 weeks following commencement of this Agreement.
- C. Complete maintenance schedules, complete repairs to several items on the consent order (depending on budgetary restraints), develop new timelines for all other maintenance repairs as noted in consent order: within the 12 weeks following commencement of this Agreement.

- III. The Contract Officer may approve extensions for performance of the services in accordance with Section 3.2.