FRUITLAND PARK CITY COMMISSION
REGULAR MEETING AGENDA
February 13, 2025

City Hall Commission Chambers
506 W. Berckman Street
Fruitland Park, Florida 34731
6:00 p.m.

1. CALL TO ORDER, INVOCATION AND PLEDGE OF ALLEGIANCE
Invocation – Brian Tillman, Covenant Life Church of God

Pledge of Allegiance – Interim Police Chief

2. ROLL CALL

3. RECESS TO THE COMMUNITY REDEVELOPMENT AGENCY (city manager)
On or about 6:15 p.m., recess to the CRA special meeting.

4. CONSENT AGENDA
Routine items and items not anticipated to be controversial are placed on the Consent Agenda to expedite the meeting. If a commissioner, staff member or member of the public wish to discuss any item, the procedure is as follows: (1) Pull the item(s) from the Consent Agenda; (2) Vote on remaining item(s); and (3) Discuss each pulled item separately and vote.

5. REGULAR AGENDA

(a) Resolution 2025-014 Approving Service Order with ClearGov Budgeting Software (city attorney/city manager/city treasurer)

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, APPROVING THE SERVICE ORDER DATED JANUARY 1, 2025, TERMS AND CONDITIONS, AND ADDENDUM NO. 1 BETWEEN CLEARGOV, INC. AND THE CITY OF FRUITLAND PARK RELATING TO FINANCIAL BUDGET AND PERFORMANCE MANAGEMENT SOFTWARE; PROVIDING FOR AN EFFECTIVE DATE.

(b) Request for Extension of Preliminary Plan Approval – Crystal Lake Vista (city attorney/city manager/development director)

(c) **Resolution 2025-015 Approving Mauldin & Jenkins to Provide Auditing Services for the City of Fruitland Park** (city attorney/city manager/city treasurer)

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, APPROVING THE AUDIT ENGAGEMENT AGREEMENT DATED FEBRUARY 4, 2025 FROM MAULDIN & JENKINS CPAS & ADVISORS TO PROVIDE AUDITING SERVICES FOR FISCAL YEAR ENDING SEPTEMBER 30, 2024 AND APPROVING THE EXAMINATION ENGAGEMENT AGREEMENT DATED FEBRUARY 4, 2025 FROM MAULDIN & JENKINS CPAS & ADVISORS TO EXAMINE COMPLIANCE WITH FLORIDA LAW RELATING TO INVESTMENT OF PUBLIC FUNDS FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2024; APPROVING ADDENDUM NO. 1 TO EACH AGREEMENT; PROVIDING FOR AN EFFECTIVE DATE.

6. PUBLIC HEARING

(a) **Second Reading and Public Hearing – Ordinance 2025-007 Solid Waste Rates Increase - Waste Management Inc.** (city attorney/city manager/city treasurer)

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, ADOPTING RATES FOR THE PROVISION OF WASTE MANAGEMENT SERVICES TO THE RESIDENTS OF THE CITY OF FRUITLAND PARK; PROVIDING FOR CONFLICTS AND SEVERABILITY; PROVIDIING FOR INCLUSION IN THE CODE OF ORDINANCES; PROVIDING FOR AN EFFECTIVE DATE. (The first reading was held on January 23, 2025.)

7. QUASI-JUDICIAL PUBLIC HEARING

END OF QUASI-JUDICIAL PUBLIC HEARING

END OF PUBLIC HEARING

8. (a) City Manager

i. Economic Development Status Update Report

ii. **Commercial Developments Permits Issued Status Update Report**

(b) City Attorney
Wayne Goodridge and Tammy Goodridge v. City of Fruitland Park, Lake County Case No. 2022-CA-1628

9. UNFINISHED BUSINESS

10. PUBLIC COMMENTS

This section is reserved for members of the public to bring up matters of concern or opportunities for praise. Action may not be taken by the City Commission at this meeting; however, questions may be answered by staff or issues may be referred for appropriate staff action.

Note: Pursuant to F.S. 286.0114 and the City of Fruitland Park's Public Participation Policy adopted by Resolution 2013-023, members of the public shall be given a reasonable opportunity to be heard on propositions before the City Commission. Accordingly, comments, questions, and concerns regarding items listed on this agenda shall be received at the time the City Commission addresses such items during this meeting. Pursuant to Resolution 2013-023, public comments are limited to three minutes.

11. COMMISSIONERS' COMMENTS

(a) Commissioner Cosenza III

(b) Commissioner Mobilian

(c) Commissioner Bell

(d) Vice Mayor DeGrave

12. MAYOR'S COMMENTS

13. ADJOURNMENT

DATES TO REMEMBER

February 14, 5:30 p.m.	A Night on The Town, City Hall, Library and Gardenia Center
February 14, 8:00 p.m.	Fruitland Park Comedy Night Gardenia Center
February 21-22, 6 p.m.	Tractor Pull, Windy Acres Arena

-

For additional events, please visit Calendar | City of Fruitland Park Florida.

Please note that in addition to the city commission meetings, more than one city commissioner may be present at the above-mentioned events.

Any person requiring special accommodation at this meeting because of disability or physical impairment should contact the City Clerk's Office at City Hall (352) 360-6727 at least forty-eight (48) hours prior to the meeting. (§286.26 F.S.)

If a person decides to appeal any decision made by the City of Fruitland Park with respect to any matter considered at such meeting or hearing, he or she will need a record of the proceedings and ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. The city does not provide verbatim records. (§286.0105, F.S.)

PLEASE TURN OFF ELECTRONIC DEVICES OR PLACE IN VIBRATE MODE.

CITY OF FRUITLAND PARK
AGENDA ITEM SUMMARY SHEET
Item Number: 5a

ITEM TITLE: **Resolution 2025-014 Approving Service Order with ClearGov Budgeting Software**

MEETING DATE: February 13, 2025

DATE SUBMITTED: January 31, 2025

SUBMITTED BY: city attorney/city manager/city treasurer

BRIEF NARRATIVE: **Resolution 2025-014** is to approve the service order with ClearGov Budgeting Software. ClearGov provides budgeting software that simplifies the budgeting process while enhancing the reporting process to deliver high quality budget documents. The software integrates with BS&A, the city's financial software system, and eliminates the spreadsheet-based process that is currently used. It will significantly enhance our ability to analyze data and make informed budget decisions. Some of the enhanced budget cycle management processes are:

- Digital budget book – automates the production of a budget book including fund summaries, charts, tables, etc.
- Capital budgeting – it will provide the opportunity to develop the city's first capital improvements project budget by automating capital requests, providing the ability to build different scenarios, and project capital needs for multiple years.
- Personnel budgeting – it will provide the ability to manage salaries, benefits and vacancies and plan future scenarios and how those scenarios would impact the budget.

The first-year cost of the cloud based software is prorated at $13,333.33 with $20,000 being due 10/1/25 for the 2025-2026 fiscal year. Funding is available in contractual services and contingency within the Finance Department. The initial contract is for a 3 year period.

FUNDS BUDGETED: Yes

ATTACHMENTS: Resolution 2025-014, Service Order, Service Agreement, Addendum, Overview

RECOMMENDATION: Approval

ACTION TO BE TAKEN: **Approve Resolution 2025-014**

.

RESOLUTION 2025-014

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, APPROVING THE SERVICE ORDER DATED JANUARY 1, 2025, TERMS AND CONDITIONS, AND ADDENDUM NO. 1 BETWEEN CLEARGOV, INC. AND THE CITY OF FRUITLAND PARK RELATING TO FINANCIAL BUDGET AND PERFORMANCE MANAGEMENT SOFTWARE; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Fruitland Park desires to utilize ClearGov Inc.'s budgeting software because it simplifies the building process while enhancing the reporting process to deliver high quality budget documents; and

WHEREAS, the ClearGov software integrates with the City's existing financial software system (BS&A) and eliminates the spreadsheet-based process that is currently used by the City; and

WHEREAS, the City Commission of the City of Fruitland Park, Florida finds entering into an agreement with ClearGov, Inc. is beneficial to the City of Fruitland Park and its residents and businesses; and

WHEREAS, the City Commission of the City of Fruitland Park, Florida desires to enter into the agreement inclusive of the Service Order dated January 1, 2025, Terms and Conditions, and Addendum No. 1 (the "Agreement").

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

Section 1. The Service Order dated January 1, 2025, Service Agreement and Addendum No. 1 between ClearGov, Inc. and the City of Fruitland Park, Florida, a copy of which is attached hereto, is approved.

Section 2. The Commission authorizes the Mayor to execute the Agreement.

Section 3. This resolution shall take effect immediately upon its final adoption by the City Commission of the City of Fruitland Park, Florida.

PASSED AND RESOLVED this 13th day of February, 2025, by the City Commission of the City of Fruitland Park, Florida.

SEAL **CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA**

____
CHRIS CHESHIRE, MAYOR

ATTEST:

____
INTERIM CITY CLERK

Mayor Cheshire	____(Yes), ____(No), ____(Abstained), ____(Absent)
Vice Mayor DeGrave	____(Yes), ____(No), ____(Abstained), ____(Absent)
Commissioner Mobilian	____(Yes), ____(No), ____(Abstained), ____ (Absent)
Commissioner Bell	____(Yes), ____(No), ____(Abstained), ____(Absent)
Commissioner Cosenza	____(Yes), ____(No), ____(Abstained), ____(Absent)

Approved as to form:

____
Anita Geraci-Carver, City Attorney

ClearGov® Service Order

2 Mill & Main; Suite 630; Maynard, MA 01754

Created by	Nathaniel Pecina
Contact Phone	512-507-5879
Contact Email	npecina@cleargov.com

Order Date	Feb 6, 2025
Order valid if signed by	**Feb 14, 2025**

Customer Information

Customer	The City of Fruitland Park	**Contact**	Karen Manila	**Billing Contact**	Karen Manila
Address	506 W. Berckman St.	**Title**	City Manager	**Title**	City Manager
City, St, Zip	Fruitland Park, FL 34731	**Email**	gbachmann@fruitlandpark.org	**Email**	gbachmann@fruitlandpark.org
Phone	(352) 360-6727			**PO # (If any)**	

The Services you will receive and the Fees for those Services are...

Set up Services	Tier/Rate	Service Fees
ClearGov Setup: Includes activation, onboarding and training for ClearGov solutions	Tier 1	$ 9,000.00
ClearGov Setup: BCM Bundle Discount - Discount for bundled BCM solutions	Tier 1	$ (3,150.00)
Onboarding Discount: WAIVED customer value add	100%	$ (5,850.00)
Total ClearGov Setup Service Fee - Billed ONE-TIME		**$ -**
Subscription Services	**Tier**	**Service Fees**
ClearGov BCM Operational Budgeting - Civic Edition	Tier 1	$ 9,600.00
ClearGov BCM Personnel Budgeting - Civic Edition	Tier 1	$ 8,800.00
ClearGov BCM Capital Budgeting - Civic Edition	Tier 1	$ 6,600.00
ClearGov BCM Digital Budget Book - Civic Edition	Tier 1	$ 5,500.00
ClearGov BCM Transparency - Civic Edition	Tier 1	$ 4,800.00
ClearGov BCM Bundle Discount: Discount for bundled BCM solutions	Tier 1	$ (15,300.00)
Total ClearGov Subscription Service Fee - Billed ANNUALLY IN ADVANCE		**$ 20,000.00**

ClearGov will provide your Services according to this schedule...

Period	Start Date	End Date	Description
Setup	Feb 1, 2025	Feb 1, 2025	ClearGov Setup Services
Pro-Rata	Feb 1, 2025	Sep 30, 2025	ClearGov Subscription Services
Initial	Oct 1, 2025	Sep 30, 2028	ClearGov Subscription Services

To be clear, you will be billed as follows...

Billing Date(s)	Amount(s)	Notes
Feb 1, 2025	-	One Time Setup Fee (100% Waived)
Feb 1, 2025	$ 13,333.33	8 Month Pro-Rata Subscription Fee
Oct 1, 2025	$ 20,000.00	Annual Subscription Fee

Additional subscription years and/or renewals will be billed annually in accordance with pricing and terms set forth herein.

Billing Terms and Conditions

Valid Until	**Feb 14, 2025**	Pricing set forth herein is valid only if ClearGov Service Order is executed on or before this date.
Payment	**Net 30**	All invoices are due Net 30 days from the date of invoice.
Initial Period Rate Increase	3% per annum	During the Initial Service Period, the Annual Subscription Service Fee shall automatically increase by this amount.
Rate Increase	6% per annum	After the Initial Service Period, the Annual Subscription Service Fee shall automatically increase by this amount.

General Terms & Conditions	
Original Service Order	This ClearGov Service Order supercedes the ClearGov Service Order with an Order Date of December 2nd, 2024 (the "Original Service Order"). The Original Service Order shall be null and void as of the execution of this ClearGov Service Order by both Parties.
Customer Satisfaction Guarantee	During the first thirty (30) days of the Service, Customer shall have the option to terminate the Service, by providing written notice. In the event that Customer exercises this customer satisfaction guarantee option, such termination shall become effective immediately and Customer shall be eligible for a full refund of the applicable Service Fees.
Statement of Work	ClearGov and Customer mutually agree to the ClearGov Service activation and onboarding process set forth in the attached Statement of Work. Please note that ClearGov will not activate and/or implement services for any Customer with outstanding balance past due over 90 days for any previous subscription services.
Taxes	The Service Fees and Billing amounts set forth above in this ClearGov Service Order **DO NOT** include applicable taxes. In accordance with the laws of the applicable state, in the event that sales, use or other taxes apply to this transaction, ClearGov shall include such taxes on applicable invoices and Customer is solely responsible for such taxes, unless documentation is provided to ClearGov demonstrating Customer's exemption from such taxes.
Term & Termination	Subject to the termination rights and obligations set forth in the ClearGov BCM Service Agreement, this ClearGov Service Order commences upon the Order Date set forth herein and shall continue until the completion of the Service Period(s) for the Service(s) set forth herein. Each Service shall commence upon the Start Date set forth herein and shall continue until the completion of the applicable Service Period. To be clear, Customer shall have the option to Terminate this Service Order on an annual basis by providing notice at least sixty (60) days prior to the end of the then current Annual Term.
Auto-Renewal	After the Initial Period, the Service Period for any ClearGov Annual Subscription Services shall automatically renew for successive annual periods (each an ***"Annual Term"***), unless either Party provides written notice of its desire not to renew at least sixty (60) days prior to the end of the then current Annual Term.
Agreement	The signature below affirms your commitment to pay for the Service(s) ordered in accordance with the terms set forth in this ClearGov Service Order and also acknowledges that you have read and agree to the terms and conditions set forth in the attached BCM Service Agreement. This Service Order incorporates by reference the terms of such BCM Service Agreement. In event of any conflict between the terms set forth in this ClearGov Service Order and any terms or conditions set forth in the ClearGov BCM Service Agreement, the terms of this ClearGov Service Order shall prevail.

Customer	
Signature	
Name	Karen Manila
Title	City Manager

ClearGov, Inc.	
Signature	
Name	Bryan A. Burdick
Title	President

Please e-mail signed Service Order to Orders@ClearGov.com or Fax to (774) 759-3045

Customer Upgrades (ClearGov internal use only)			
This Service Order is a Customer Upgrade	No	**If Yes: Original Service Order Date**	

Statement of Work

This Statement of Work outlines the roles and responsibilities by both ClearGov and Customer required for the activation and onboarding of the ClearGov Service. ClearGov will begin this onboarding process upon execution of this Service Order. All onboarding services and communications will be provided through remote methods - email, phone, and web conferencing.

ClearGov Responsibilities
- ClearGov will activate ClearGov Service subscription(s) as of the applicable Start Date(s). ClearGov will create the initial Admin User account, and the Customer Admin User will be responsible for creating additional User accounts. - ClearGov will assign an Implementation Manager (IM) responsible for managing the activation and onboarding process. ClearGov IM will coordinate with other ClearGov resources, as necessary. - ClearGov IM will provide a Kickoff Call scheduling link to the Customer's Primary Contact. Customer should schedule Kickoff Call within two weeks after the Service Order has been executed. - If Customer is subscribing to any products that require data onboarding: - ClearGov IM will provide a Data Discovery Call scheduling link to the Customer's Primary Contact. Customer should schedule Data Discovery Call based on the availability of Customer's staff. - ClearGov will provide Customer with financial data requirements and instructions, based on the ClearGov Service subscription(s). - ClearGov will review financial data files and confirm that data is complete, or request additional information, if necessary. Once complete financial data files have been received, ClearGov will format the data, upload it to the ClearGov platform and complete an initial mapping of the data. - After initial mapping, ClearGov will schedule a Data Review call with a ClearGov Data Onboarding Consultant (DOC), who will present how the data was mapped, ask for feedback, and address open questions. Depending upon Customer feedback and the complexity of data mapping requests, there may be additional follow-up calls or emails required to complete the data onboarding process. - ClearGov will inform Customer of all training, learning, and support options. ClearGov recommends all Users attend ClearGov Academy training sessions and/or read Support Center articles before using the ClearGov Service to ensure a quick ramp and success. As needed, ClearGov will design and deliver customized remote training and configuration workshops for Admins and one for End Users - via video conference - and these sessions will be recorded for future reference. - ClearGov will make commercially reasonable efforts to complete the onboarding/activation process in a timely fashion, provided Customer submits financial data files and responds to review and approval requests by ClearGov in a similarly timely fashion. Any delay by Customer in meeting these deliverable requirements may result in a delayed data onboarding process. Any such delay shall not affect or change the Service Period(s) as set forth in the applicable Service Order.

Customer Responsibilities
- Customer's Primary Contact will coordinate the necessary personnel to attend the Kickoff and Data Discovery Calls within two weeks after the Service Order has been executed. If Customer needs to change the date/time of either of these calls, the Primary Contact will notify the ClearGov IM at least one business day in advance. - If Customer is subscribing to any products that require data onboarding: - Customer will provide a complete set of requested financial data files (revenue, expense, chart of accounts, etc.) to ClearGov in accordance with the requirements provided by ClearGov. - Customer's Primary Contact will coordinate the necessary personnel to attend the Data Discovery and Data Review calls. It is recommended that all stakeholders with input on how data should be mapped should attend. Based on these calls and any subsequent internal review, Customer shall provide a detailed list of data mapping requirements and requested changes to data mapping drafts in a timely manner, and Customer will approve the final data mapping, once completed to Customer's satisfaction. - Customer will complete recommended on-demand training modules in advance of customized training & configuration workshops. - Customer shall be solely responsible for importing and/or inputting applicable text narrative, custom graphics, performance metrics, capital requests, personnel data, and other such information for capital budget, personnel budget, budget books, projects, dashboards, etc.

This ClearGov BCM Service Agreement (the ***"Agreement"***) is made and entered into by and between ClearGov, Inc. (***"ClearGov"***), a Delaware corporation with its principal offices at 2 Mill & Main; Suite 630, Maynard, MA 01754 and ***Customer*** (as defined in the applicable ClearGov Service Order) (each a ***"Party"*** and collectively the ***"Parties"***). This Agreement governs the terms and conditions under which Customer may utilize the ClearGov Service as set forth herein and as specified in one or more applicable ClearGov Service Order(s) executed by Customer in connection herewith and incorporated herein (the ***"ClearGov Service Order(s)"***). In event of any conflict between the terms set forth in this Agreement and any terms or conditions of any applicable ClearGov Service Order, the terms of the applicable ClearGov Service Order shall prevail.

WHEREAS ClearGov owns and operates the ClearGov Service, a Web-based SaaS solution that includes a variety of ClearGov App(s) and provides various features and functionality via such ClearGov App(s); and

WHEREAS Customer wishes to utilize the ClearGov Service in order to convey fiscal budget, key metrics and other information to the public as well as to leverage the functionality of such ClearGov App(s);

NOW THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, ClearGov and Customer hereby agree as follows:

1) **Definitions.** Capitalized terms used in this Agreement, and not otherwise defined herein, shall have the following meanings:
   - 1.1) ***"Account"*** means an access point for the ClearGov Service that requires registration by the Customer.
   - 1.2) ***"ClearGov API"*** means an application programming interface that provides access to specified content and functionality within certain ClearGov Apps.
   - 1.3) ***"ClearGov Apps"*** means collectively all of the Web applications hosted by ClearGov and available via the ClearGov Service, including but not limited to the applications listed in any applicable ClearGov Service Order. All features, functionality, reports, etc. for each ClearGov App are included as material elements of the applicable ClearGov App. ClearGov may modify, combine, add or delete ClearGov Apps from the ClearGov Service from time to time at its sole discretion, provided that in the event that ClearGov terminates or deletes any ClearGov App to which Customer is actively subscribing, ClearGov shall provide a pro-rata refund for the applicable portion of the Subscription Service Fee for the remainder of the then current Service Period.
   - 1.4) ***"ClearGov Data"*** means any aggregated and normalized key metrics and benchmarking data collected by ClearGov for the delivery of the ClearGov Service.
   - 1.5) ***"ClearGov Service"*** means the complete set of ClearGov software and related materials including but not limited to the ClearGov Apps, ClearGov Data, ClearGov Web Site, the Documentation and the Software.
   - 1.6) ***"ClearGov Web Site"*** means the Web site owned and operated by ClearGov and made available at the following URL: http://www.ClearGov.com and/or any successor site(s).
   - 1.7) ***"Customer PDF"*** means one or more PDF files of Customer's digital documents created by Customer using the ClearGov Apps.
   - 1.8) ***"Customer Data"*** means any data provided to ClearGov by or on behalf of Customer or any data entered or uploaded into the ClearGov Service by or on behalf of Customer, including Sensitive Data entered or provided by Customer. Customer Data specifically excludes ClearGov Data as well as any anonymized, customized, modified or derivative works related to the Customer Data.
   - 1.9) ***"Customer State"*** means the state, commonwealth or territory in which the Customer is located.
   - 1.10) ***"Customer Web Site"*** means any Web site owned and operated by Customer.
   - 1.11) ***"Documentation"*** means any accompanying proprietary documentation made available to Customer by ClearGov for use with the ClearGov Service, including any documentation available online or otherwise.
   - 1.12) ***"Sensitive Data:*** means any Customer Data that may reasonably be deemed sensitive and/or private in nature, including but not limited to personal wage garnishments, individual healthcare-related expenses, data protected by HIPAA, etc.
   - 1.13) ***"Software"*** means the source code and/or other code which are material elements of the ClearGov Apps and ClearGov Service.

2) **Service Usage & Licenses.**
   - 2.1) Account Password and Security. Customer shall protect its passwords and take full responsibility for Customer's own, as well as any third-party, use of the Customer Account(s). Customer is solely responsible for any and all activities that occur under such Customer Account(s), except for any activities performed by ClearGov as set forth herein. Customer agrees to notify ClearGov immediately upon learning of any unauthorized use of a Customer Account or any other breach of security. From time to time, ClearGov's support staff may log in to the Customer Account in order to maintain or improve service, including providing Customer assistance with technical or billing issues. Customer hereby acknowledges and consents to such access.
   - 2.2) ClearGov License. Subject to the terms and conditions of this Agreement and as specifically set forth in the applicable ClearGov Service Order(s), ClearGov grants Customer a limited, revocable, non-exclusive, non-transferable, non-distributable, worldwide license to utilize the ClearGov Service for the following functionality:
     - a) Content Delivery. Customer may integrate, link and publish applicable public-facing content from the applicable ClearGov Apps within one or more Customer Web Site(s);
     - b) Application Access. Customer may access the ClearGov Apps via Customer's Account to utilize the functionality provided within such ClearGov Apps; and
     - c) API Access. Customer may access the ClearGov API to distribute and display public-facing content from the ClearGov Apps within one or more Customer Web Site(s).

3) **Term and Termination.**
   - 3.1) Term. The duration of this Agreement shall be defined in accordance with the Term set forth in all applicable Service Order(s). The Term shall commence upon the Start Date set forth in the first ClearGov Service Order executed between the Parties and shall continue in full force and effect until the termination or expiration of all applicable ClearGov Service Order(s) (the ***"Term"***).
   - 3.2) Termination. This Agreement and/or any applicable ClearGov Service Order may be terminated prior to the expiration of the term as follows:
     - a) Either Party may terminate this Agreement if the other Party fails to cure a material breach of the Agreement within fifteen (15) days after receipt of written notice thereof.
     - b) Either Party may terminate this Agreement if the other Party is involved in insolvency proceedings, receivership,

bankruptcy, or assignment for the benefit of creditors.

3.3) Obligations. Upon expiration or termination of this Agreement:

a) Each Party shall promptly return to the other all of the Confidential Information of the other Party in its possession or control;

b) Customer shall cease use of the ClearGov Service and shall remove all links from the Customer Web Site(s) to any content provided by the ClearGov Apps, provided that Customer may continue to provide access to any Customer PDF(s). Customer shall be solely responsible for hosting and delivering such Customer PDF(s) as well as any ongoing costs for doing so; and

c) Any outstanding fees shall become immediately due and payable, and termination of this Agreement shall not relieve Customer from its obligation to pay to ClearGov any such fees.

3.4) Survival. Sections 3.3, 3.4 and 4 through 8 inclusive shall survive any termination or expiration of this Agreement.

4) Fees and Billing.

4.1) Fees. Customer shall pay the Fees in accordance with the terms set forth in the applicable ClearGov Service Order.

4.2) Interest and Collections. Customer will be charged $50 for payments by checks that are returned due to insufficient funds. Any late payments will accrue interest equal to one and one-half percent (1.5%) per month, or the maximum amount allowable under law, whichever is less, compounded monthly. ClearGov shall be entitled to recover all reasonable costs of collection (including agency fees, attorneys' fees, in-house counsel costs, expenses and costs) incurred in attempting to collect payment from Customer.

4.3) Taxes. Customer is solely responsible for all applicable sales, use and other taxes and similar charges based on or arising from this Agreement or any ClearGov Service Order. In the event that Customer is exempt from sales tax, Customer will provide ClearGov with a tax-exempt certificate upon request.

5) Intellectual Property.

5.1) General. Both Parties may only use the other Party's intellectual property as expressly set forth herein. Nothing in this Agreement shall be construed in any manner to affect or modify either Party's ownership rights in any preexisting or future works, trademarks, copyrights or technologies developed or created by either Party, including without limitation, their respective proprietary software used in connection with the development and provision of their respective Web sites, databases, systems, products and/or services. Unless specifically agreed by the Parties in writing, all intellectual property, including without limitation information that could become the subject of a patent, copyright or trade secret, developed by a Party in the context of performing its obligations under this Agreement shall be exclusively owned by that Party and the other Party shall cooperate with any reasonable requests to execute documents confirming such ownership.

5.2) Data Ownership and License.

a) Customer represents and warrants that it has obtained all data subjects' consent or otherwise has the full legal right necessary to provide the Customer Data to ClearGov for ClearGov's use as contemplated by this Agreement. Customer acknowledges that ClearGov shall have no legal liability for its use and/or the display of the Customer Data as contemplated by this Agreement.

b) Customer represents and warrants that Customer shall not provide or enter Sensitive Data to be displayed in any publicly available element of the ClearGov Service. To the extent that Customer enters or uploads any Sensitive Data into the ClearGov Service, Customer shall assume full responsibility for the disclosure of such Sensitive Data. ClearGov is under no obligation to review and/or verify whether or not Customer Data includes Sensitive Data.

c) Customer Data shall remain the property of Customer, and Customer hereby grants ClearGov a limited, perpetual, irrevocable and royalty-free right to use, copy, modify, and display the Customer Data within any ClearGov App(s) and for the purpose of providing the ClearGov Service.

5.3) Proprietary Rights Notice. The ClearGov Service and all intellectual property rights in the ClearGov Service are, and shall remain, the property of ClearGov. All rights in and to the ClearGov Service not expressly granted to Customer in this Agreement are hereby expressly reserved and retained by ClearGov without restriction, including, without limitation, ClearGov's right to sole ownership of the ClearGov API, ClearGov Apps, ClearGov Data, ClearGov Web Site, Documentation and Software. Without limiting the generality of the foregoing, Customer agrees not to (and to not allow any third party to): (a) sublicense, copy, distribute, rent, lease, lend or use the ClearGov Service outside of the scope of the license granted herein or make the ClearGov Service available to any third party or use the ClearGov Service on a service bureau time sharing basis; (b) copy, modify, adapt, translate, prepare derivative works from, reverse engineer, disassemble, or decompile the ClearGov Service or otherwise attempt to discover or reconstruct any source code, underlying ideas, algorithms, file formats, program interfaces or other trade secrets related to the ClearGov Service; (c) use the trademarks, trade names, service marks, logos, domain names and other distinctive brand features or any copyright or other proprietary rights associated with the ClearGov Service for any purpose without the express written consent of ClearGov; (d) register, attempt to register, or assist anyone else to register any trademark, trade name, service marks, logos, domain names and other distinctive brand features, copyrights or other proprietary rights associated with ClearGov other than in the name of ClearGov; or (e) modify, remove, obscure, or alter any notice of copyright, trademark, or other proprietary right or legend appearing in or on any item included with the ClearGov Service. If the use of the ClearGov Service is being purchased by or on behalf of the U.S. Government or by a U.S. Government prime contractor or subcontractor (at any tier), in accordance with 48 C.F.R. 227.7202-4 (for Department of Defense (DOD) acquisitions) and 48 C.F.R. 2.101 and 12.212 (for non-DOD acquisitions), the Government's rights in the ClearGov Service, including its rights to use, modify, reproduce, release, perform, display or disclose any elements of the ClearGov Service, will be subject in all respects to the commercial license rights and restrictions provided in this Agreement.

6) Representations, Warranties, Indemnification and Liability.

6.1) By ClearGov. ClearGov represents and warrants that: (i) the ClearGov Service shall be provided in accordance with, and shall not violate applicable laws, rules or regulations; and (ii) by using the ClearGov Service, Customer will not violate or in any way infringe upon the personal or proprietary rights of any third party, (iii) to ClearGov's knowledge, the ClearGov Service does not contain any virus, worm, Trojan horse, time bomb or similar contaminating or destructive feature; and (iv) ClearGov holds all necessary rights to permit the use of the ClearGov Service and all components thereof provided to Customer under this Agreement.

1.1) By Customer. Customer represents and warrants that: (i) it has all right, title, and interest in and to the Customer Data necessary for its use in connection with the ClearGov Service; and (ii) it shall not use the ClearGov Service in a manner or in connection with any activity that would violate this Agreement or any law, rule or regulation or rights of any third party.

6.2) By Both. ClearGov and Customer both represent and warrant that (i) each has full power and authority to enter into and perform its obligations under this Agreement; (ii) this Agreement is a legal, valid and binding obligation, enforceable against each Party in accordance with its terms; and (iii) entering into this Agreement will not knowingly violate the Agreement or any laws, regulations or third-party contracts.

1.2) Indemnification by ClearGov. At ClearGov's cost, ClearGov agrees to indemnify, hold harmless and defend Customer against any cost, loss or expense (including attorney's fees) resulting from any claims by third parties for loss, damage or injury (each, a ***"Claim"***) arising out of or relating to (i) ClearGov's breach of any term, condition, representation or warranty of this Agreement, (ii) ClearGov's violation of any third party rights in connection with the ClearGov Service or (iii) ClearGov's violations of applicable laws, rules or regulations in connection with the ClearGov Service. In such a case, Customer will provide ClearGov with written notice of such Claim. Customer shall cooperate as fully as reasonably required in the defense of any Claim. Customer reserves the right, at its own expense, to assume the exclusive defense and control of any matter subject to indemnification by ClearGov. Notwithstanding the foregoing, unless the settlement involves no cost, loss or continuing liability to Customer, ClearGov shall not settle any Claim, without the written consent of Customer, such consent not to be unreasonably withheld.

6.3) Limited Warranty. ClearGov warrants that the ClearGov Service will be delivered in a professional and workmanlike manner substantially in accordance with the statement of work set forth in the applicable ClearGov Service Order and that the ClearGov Service will operate in all material respects as described in its product descriptions and/or documentation. EXCEPT FOR THE EXPRESS WARRANTIES STATED IN THIS AGREEMENT, INCLUDING ANY APPLICABLE CLEARGOV SERVICE ORDER, CLEARGOV MAKES NO ADDITIONAL WARRANTY, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT, GUARANTEES, REPRESENTATIONS, PROMISES, STATEMENTS, ESTIMATES, CONDITIONS, OR OTHER INDUCEMENTS.

6.4) Limitation of Liability. NEITHER CLEARGOV NOR CUSTOMER WILL BE LIABLE TO THE OTHER PARTY FOR ANY SPECIAL, PUNITIVE, CONSEQUENTIAL (INCLUDING, WITHOUT LIMITATION, LOST PROFITS), OR INCIDENTAL DAMAGES, WHETHER BASED ON A CLAIM OR ACTION OF CONTRACT, WARRANTY, NEGLIGENCE, STRICT LIABILITY, OR OTHER TORT, BREACH OF ANY STATUTORY DUTY, INDEMNITY OR CONTRIBUTION, OR OTHERWISE, EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING SHALL NOT LIMIT A PARTY'S (A) PAYMENT OBLIGATIONS UNDER THE AGREEMENT; (B) LIABILITY FOR INDEMNIFICATION OBLIGATIONS UNDER SECTION 6.4; (C) LIABILITY FOR ANY BREACH OF ITS CONFIDENTIALITY OBLIGATIONS UNDER SECTION 7; (D) LIABILITY FOR ANY BREACH OF ITS REPRESENTATIONS, WARRANTIES, OR OBLIGATIONS UNDER SECTION 5.2; OR (E) LIABILITY FOR ITS INFRINGEMENT OR MISAPPROPRIATION OF ANY PROPRIETARY RIGHTS OF THE OTHER PARTY. NOTHING IN THIS AGREEMENT SHALL BE CONSTRUED AS EXCLUDING OR LIMITING A PARTY'S LIABILITY FOR FRAUD OR ITS LIABILITY FOR DEATH OR PERSONAL INJURY ARISING FROM ITS NEGLIGENCE.

6.5) Essential Element. The provisions of this Section 6 are an essential element of the benefit of the consideration reflected in this Agreement.

7) Confidentiality.

7.1) Subject to any applicable open public records laws in the Customer State, each Party will keep the specific terms of this Agreement confidential, including the contents of the schedules and exhibits, and not disclose any portion of them to any third party (other than to its attorneys, accountants, advisors and potential investors who are bound to keep such information confidential) without the other Party's prior written consent, except as required by law, including but not limited to open public record laws.

7.2) In addition, in connection with the negotiation and performance of this Agreement, a Party (the ***"Receiving Party"***) may receive information from the other Party (the ***"Disclosing Party"***) which is confidential or proprietary in nature, including without limitation information about a Party's products, systems and services (***"Confidential Information"***). The Receiving Party agrees that, during the term of this Agreement and for a period of three (3) years thereafter, it will keep the Confidential Information in strictest confidence and protect such Confidential Information by similar security measures as it takes to protect its own Confidential Information of a similar nature, but in no event shall the Receiving Party take less than reasonable care with the Confidential Information of the Disclosing Party. The Receiving Party also agrees that it will not use any Confidential Information for any purpose other than in connection with the performance of its obligations under this Agreement.

7.3) The term ***"Confidential Information***" shall not include information which A) is or becomes generally available to the public without breach of this Agreement, B) is in the possession of the Receiving Party prior to its disclosure by the Disclosing Party, C) becomes available from a third party not in breach of any obligations of confidentiality, D) is independently developed by the Receiving Party, or E) is required to be disclosed by the Receiving Party pursuant to law, rule, regulation, subpoena or court order, including but not limited to open public record laws.

7.4) The Parties recognize that the disclosure or use of a Disclosing Party's Confidential Information by the Receiving Party in violation of the provisions of this Section 7 may cause irreparable injury to the Disclosing Party; therefore, in the event either Party breaches the provisions of this Section 7, the other Party, in addition to any other remedies it may have, shall be entitled to seek preliminary and permanent injunctive relief without the necessity of posting a bond.

8) Miscellaneous.

8.1) General. If any provision of this Agreement is held to be unenforceable for any reason, such provision shall be reformed to the extent necessary to make it enforceable to the maximum extent permissible so as to implement the intent of the Parties, and the remainder of this Agreement shall continue in full force and effect. A waiver of any default is not a waiver of any subsequent default. The relationship between ClearGov and Customer is one of independent contractors, not partnership, joint venture or agency. This Agreement shall be binding upon and inure to the benefit of the respective successors and permitted assigns of the Parties hereto. The United Nations Convention on Contracts for the

International Sale of Goods and the Uniform Computer Information Transactions Act shall not apply to this Agreement. The Software is controlled by U.S. Export Regulations, and it may not be exported to or used by embargoed countries or individuals.

8.2) Entire Agreement. This Agreement and the accompanying ClearGov Service Order(s), together, constitute a valid and binding agreement between the Parties and are intended to be the Parties' complete, integrated expression of the terms of their agreement with respect to the ClearGov Service, and any prior agreements or understandings with respect to such subject matter are superseded hereby and fully merged herein.

8.3) Assignment. Neither Party will assign this Agreement in whole or in part to any third party without the prior written consent of the other Party; provided, however, either Party may assign this Agreement without such consent to any subsidiary or parent company of such Party or to any successor by way of any merger, consolidation or other corporate reorganization of such Party or sale of all or substantially all of the assets of such Party or to an entity that assumes, by sale, license or otherwise, the business activities that are the subject of this Agreement, provided that such subsidiary or parent company or successor assumes or is otherwise fully bound by all of the obligations of the assigning Party under this Agreement.

8.4) Marketing Materials. Customer agrees that ClearGov may utilize Customer's name solely to identify it as a ClearGov Customer on the ClearGov Web site, in client lists and other marketing materials. Any other uses of Customer's name and/or logo (other than as included in the content and/or other items furnished to ClearGov by Customer) shall require Customer's prior written consent.

8.5) Insurance. ClearGov shall maintain commercial general liability insurance, cybersecurity insurance, product liability insurance and auto liability insurance in amounts that are consistent with industry standards. ClearGov shall maintain Worker's Compensation insurance as required by law.

8.6) No Boycott of Israel. ClearGov hereby certifies that ClearGov is not currently engaged in and shall not, for the duration of the Term of this Agreement, engage in a boycott of goods or services from the State of Israel; companies doing business in or with the State of Israel or authorized by, licensed by or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel.

8.7) Jurisdiction. This Agreement shall be governed by the applicable laws in the Customer State, without regard to conflict of laws rules. Any dispute, claim or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this agreement to arbitrate, shall be determined exclusively by arbitration in the Customer State before a panel of three arbitrators. Such arbitration shall be administered by JAMS pursuant to JAMS' Streamlined Arbitration Rules and Procedures. Judgment on an award, if any, may be entered in any court having jurisdiction. This clause shall not preclude parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction. The Parties acknowledge that this Agreement evidences a transaction involving interstate commerce. Notwithstanding the provision with respect to applicable substantive law, any arbitration conducted pursuant to the terms of this Agreement shall be governed by the Federal Arbitration Act (9 U.S.C., Secs. 1-16).

8.8) Modification. ClearGov shall have the right to modify this Agreement at any time by posting revised terms and conditions at the following URL: http://www.ClearGov.com/terms-and-conditions. Changes will be binding on the date they are posted. Continued use of the ClearGov Service will be considered acceptance by Customer of the then current Agreement.

8.9) Force Majeure. If the performance of this Agreement or any obligations hereunder is prevented or interfered with by reason of fire or other casualty or accident, strikes or labor disputes, war or other violence, any law, proclamation, regulation, or requirement of any government agency, or any other act or condition beyond the reasonable control of a Party hereto, that Party upon giving prompt notice to the other Party shall be excused from such performance during such occurrence.

8.10) Notices. All notices, requests, or other communications between the Parties that are required or permitted hereunder will be in writing and will be given by: (a) delivery in person or by prepaid courier service with a nationally recognized courier company, (b) delivery by registered or certified mail, postage prepaid, return receipt requested, (c) by confirmed fax, or (d) email to the address and/or fax number set forth in the applicable ClearGov Service Order. A Party may change the street or email address or fax number to which notice is to be sent by giving written notice of such change. Notices will be deemed given when received as evidenced by verification from the courier company, the mail or confirmation of email receipt or fax confirmation.

8.11) Titles & Subtitles. The titles and subtitles in this Agreement are used for convenience only and are not to be considered in construing it.

ADDENDUM NO. 1 TO
SERVICE ORDER DATED JANUARY 1, 2025
AND CLEARGOV BCM SERVICE AGREEMENT

CLEARGOV, INC. is designated Contractor for purposes of this Addendum.

Public Records

City is a public agency subject to Chapter 119, Florida Statutes, as amended from time to time. To the extent Contractor is a contractor acting on behalf of the City pursuant to Section 119.0701, Florida Statutes, as amended from time to time, Contractor must comply with all public records laws in accordance with Chapter 119, Florida Statutes. In accordance with state law, Contractor agrees to:

a) Keep and maintain all records that ordinarily and necessarily would be required by the City in order to perform the services.
b) Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copies within a reasonable time at a cost that does not exceed the costs provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
c) Ensure that public records that are exempt, or confidential and exempt, from public records disclosure are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the Contractor does not transfer the records to the City.
d) Upon completion of the services within this Agreement, at no cost, either transfer to the City all public records in possession of the Contractor or keep and maintain public records required by the City to perform the services. If the Contractor transfers all public records to the City upon completion of the services, the Contractor must destroy any duplicate public records that are exempt, or confidential and exempt, from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the serves, the Contractor must meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119. FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT GWENDOLEN KEOUGH-JOHNS, INTERIM CITY CLERK, 506 WEST BERCKMAN STREET, FRUITLAND PARK, FL. 34731, (352) 360-6790, GKEOUGH-JOHNS@FRUITLANDPARK.ORG.

If Contractor does not comply with this section, the City will enforce the Agreement provisions in accordance herewith and may unilaterally cancel this Agreement in accordance with state law.

Conflict of Interest per Ch. 112, Part III

This Agreement is subject to Chapter 112, FL Statute, and Contractor shall disclose the name of any officer, director, employee, or other agent who is also an employee of the City of Groveland. The Contractor shall also disclose the name of any City of Groveland employee who owns, directly or indirectly, more than a five percent (5%) interest in the Contractor's, or its affiliates, business entity.

Audit Rights

The City reserves the right to audit the records of the Contractor for the commodities and/or services provided under the contract at any time during the performance and term of the contract and for a period of five (5) years after completion and acceptance by the City. If required by the City, the Contractor agrees to submit to an audit by an independent certified public accountant selected by the City. The Contractor must allow the City to inspect, examine and review the records of the Contractor in relation to this contract at any and all times during normal business hours during the term of the contract.

Third Party Beneficiaries

Neither Contractor nor City intends to directly or substantially benefit a third party by this Agreement. Therefore, the Parties acknowledge that there are no third-party beneficiaries to this Agreement and that no third party is or will be entitled to assert a right or claim against either of them based upon this Agreement.

Public Entity Crimes or Convicted Vendor List Statement

Pursuant to Section 287.133(2)(a), Florida Statutes, as amended from time to time, Contractor hereby certifies that neither it nor its affiliates have been placed on the convicted vendor list following a conviction for a public entity crime. If placed on that list, Contractor must notify the City immediately and is prohibited from providing any goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and, may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 Florida Statutes, as amended from time to time, for Category Two ($35,000) as may be amended, for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

Anti-Discrimination

That Contractor, for itself, its personal representatives, successors in interests, assigns, subcontractors, and sub-lessees, as a part of the consideration hereof, hereby covenants and agrees that:

a) No person on the ground of race, color, religion, sex, national origin, age, marital status, political affiliation, familial status, disability, sexual orientation, pregnancy, or gender identity, expression or veteran or service member status be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of or performance of services described herein; and

b) No employee or applicant for employment on the ground of race, color, religion, sex, national origin, age, marital status, political affiliation, familial status, disability, sexual orientation, pregnancy, or gender identity, expression or veteran or service member status will be discriminated against during the course of employment or application for employment to be employed in the performance of this Agreement with respect to hiring, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to performance of this Agreement.

Discriminatory Vendor List

Contractor hereby acknowledges its continuous duty to disclose to the City if the Contractor or any of its affiliates, as defined by Section 287.134(1)(a), Florida Statutes, are placed on the Discriminatory Vendor List. Pursuant to Section 287.134(2)(a), Florida Statutes: “an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.”

Prohibition on Gratuities and Kickbacks

It is unethical for any person to offer, give, or agree to give any employee or for any employee to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, audit, or in any other advisory capacity in any proceeding or application, request for ruling, determination claim or controversy, or other particular matter, pertaining to any program requirement or an Agreement or subcontract or to any solicitation of proposal therefore.

It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a Sub-contractor under a Contract to Contractor or higher tier sub-contractor any person associated therewith, as an inducement of the aware of a subcontract or order.

The prohibition against gratuities and kickbacks prescribed in this section shall be conspicuously set forth in every Contract and subcontract and solicitation, therefore.

Scrutinized Companies pursuant to Sections 287.135 and 215.473, Florida Statutes

Contractor hereby certifies that it: a) has not been placed on the Scrutinized Companies that Boycott Israel List, nor is engaged in a boycott of Israel; b) has not been placed on the Scrutinized Companies with Activities in Sudan List nor the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and c) has not been engaged in business operations in Cuba or Syria. If City determines that Contractor has falsely certified facts under this paragraph or if Contractor is found to have been placed on the Scrutinized Companies Lists or is engaged in a boycott of Israel after the execution of this Agreement, City will have all rights and remedies to terminate this Agreement consistent with Section 287.135, Florida Statutes, as amended. The City reserves all rights to waive the certifications required by this paragraph on a case-by-case exemption basis pursuant to Section 287.135, Florida Statutes, as amended.

E-Verify Requirements

Effective January 1, 2021, public and private employers, contractors and subcontractors must require registration with, and use of the E-verify system in order to verify the work authorization status of all newly hired employees. Contractor acknowledges and agrees to utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

a) All persons employed by Contractor to perform employment duties within Florida during the term of the contract; and
b) All persons (including sub vendors/subconsultants/subcontractors) assigned by Contractor to perform work pursuant to the contract with the City. The Contractor acknowledges and agrees that use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the City of Groveland.

By entering into this Agreement, the Contractor becomes obligated to comply with the provisions of Section 448.095 Florida Statutes, “Employee Eligibility,” as amended from time to time. This includes, but is not limited to, utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit to Contractor attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. Contractor agrees to maintain a copy of such affidavit for the duration of this Agreement. Failure to comply with this paragraph will result in the termination of this Agreement as provided in Section 448.095, Florida Statutes, as amended, and Contractor may not be awarded a public contract for at least one (1) year after the date on which the Agreement was terminated. Contractor will also be liable for any additional costs to City incurred as a result of the termination of this Agreement in accordance with this Section.

Antitrust Violations; Denial or Revocation under Section 287.137, Florida Statutes

Pursuant to Section 287.137, Florida Statutes, as may be amended, a person or an affiliate who has been placed on the antitrust violator vendor list (electronically published and updated quarterly by the State of Florida) following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply for any new contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply for a new contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on new leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a new contract with a public entity; and may not transact new business with a public entity. By entering this Agreement, Contractor certifies neither it nor its affiliate(s) are on the antitrust violator vendor list at the time of entering this agreement. False certification under this paragraph or being subsequently added to that list will result in termination of this Agreement, at the option of the City consistent with Section 287.137, Florida Statutes, as amended.

Environmental and Social Government and Corporate Activism

Pursuant to Section 287.05701, Florida Statutes, as may be amended, City cannot give preference to a Contractor based on social, political, or ideological interests such as:

a) The Contractor’s political opinions, speech, or affiliations.
b) The Contractor’s religious beliefs, religious exercise, or religion affiliations.
c) The Contractor’s lawful ownership of a firearm.
d) The Contractor’s engagement in the lawful manufacture, distribution, sale, purchase, or use of firearms or ammunition.

e) The Contractor's engagement in the exploration, production, utilization, transportation, sale, or manufacture of fossil fuel-based energy, timber, mining, or agriculture.
f) The Contractor's support of the state of Federal Government in combatting illegal immigration, drug trafficking, or human trafficking.
g) The Contractor's engagement with, facilitation of, employment by support of, business relationship with, representation of, or advocacy for any person described in this paragraph.
h) The Contractor's failure to meet or commit to meet, or expected failure to meet, any of the following as long as such Contractor is in compliance with applicable state or federal law:
    1. Environmental standards, including emissions standards, benchmarks, requirements, or disclosures.
    2. Social governance standards, benchmarks, or requirements, including, but not limited to, environmental or social justice.
    3. Corporate board or company employment composition standards benchmarks, requirements, or disclosures based on characteristics protected under the Florida Civil Rights Act of 1992.
    4. Policies and procedures requiring or encouraging employee participation in social justice programming, including but not limited to, diversity, equity, or inclusion training.

Contractors are also prohibited from giving preference to subcontractors based on the above referenced factors. Violations of this Section will result in termination of this Agreement and may result in administrative sanctions and penalties by the Office of the Attorney General of the State of Florida.

Equal Employment Opportunity 2 C.F.R. Part 200. During the performance of this contract, the contractor agrees as follows: (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause. (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin. (3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information. (4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment. (5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor. (6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other Contract Provisions Guide 12 sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law. (8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States. The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the applicant so participating is a state or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract. The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance. The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

Minimum Wages. Under the Contract, the wage rate paid to all laborers, mechanics, and apprentices employed by the Contractor for the work under the Contract, must not be less than the prevailing wages rates for similar classifications for work as established by the Federal Government and enforced by the U.S. Department of Labor, Wages and Hours Division, and Florida's Minimum Wage requirements in Article X, Section 24(f) of the Florida Constitution and enforced by the Florida Legislative by statute or the State Agency for Workforce Innovation by rule, whichever is higher.

This Agreement shall be governed and construed in accordance with the laws of the State of Florida, without regard to its choice of law rules, and jurisdiction shall lie only in Lake County, Florida.

This Agreement, including any exhibits attached hereto, constitutes the entire and final Agreement and understanding of the parties as to the matters contained herein, and supersedes all prior agreements relating to the dealings of the parties. This Agreement shall not be altered, amended or modified except by a writing executed by the duly authorized agents of both the City and the Contractor.

Any failure of a party to enforce the party's rights under any provision of this Agreement shall not be construed or act as a waiver of said party's subsequent right to enforce any of the provisions contained herein.

The Contractor agrees to provide the services set forth herein commencing the Effective Date of this document or as mutually agreeable.

The prevailing party in any dispute under this Agreement, or any provision under this Agreement, shall be entitled to all reasonable costs and expenses and attorneys' fees, including trial and appellate and bankruptcy proceedings in connection with any litigation or arbitration, if mutually agree, or threat thereof, pertaining to the interpretation, obstruction or enforcement of this Agreement.

Any individuals signing on behalf of legal entities represents, by their signature, that they have the authority to bind that legal entity.

CITY OF FRUITLAND PARK, FLORIDA	**CLEARGOV, INC.,**
______________________________	______________________________
Chris Cheshire, Mayor	Signature of Contractor's Authorized Official
Date: _________________	Date: _________________

We make the tools. You make the difference.

Say hello to affordable, user-friendly software built just for the public sector.

Break up with spreadsheets.
Fall in love with modern budgeting.

ClearGov

Budget Cycle Management

Discover the next-generation of cloud-based budgeting and performance management tools, engineered to empower our public servants.

Digital Budget Book

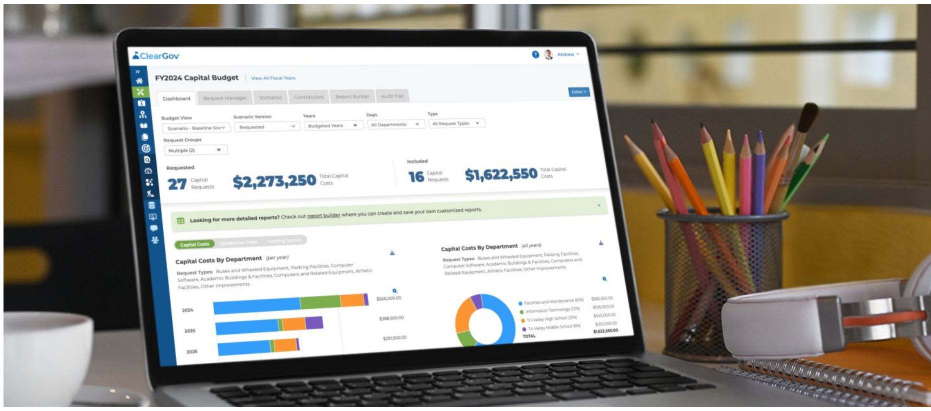
Produce an award-winning budget book in a fraction of the time.

- Present your budget book as a website or a PDF to exceed viewing expectations.
- Automate the creation of fund summary pages, charts, tables and more.
- Meet and exceed GFOA award criteria with a built-in checklist and auto-generated content.

Capital Budgeting

Automate the way you prioritize capital requests to streamline your CIP process.

- Manage budget requests efficiently with ClearGov's web-based forms.
- Build different scenarios to determine the optimal combination of capital requests.
- Turn capital request data into detailed project pages instantly for sharing.



Personnel Budgeting

Build your personnel budget with powerful tools that ensure you've calculated every layer of cost.

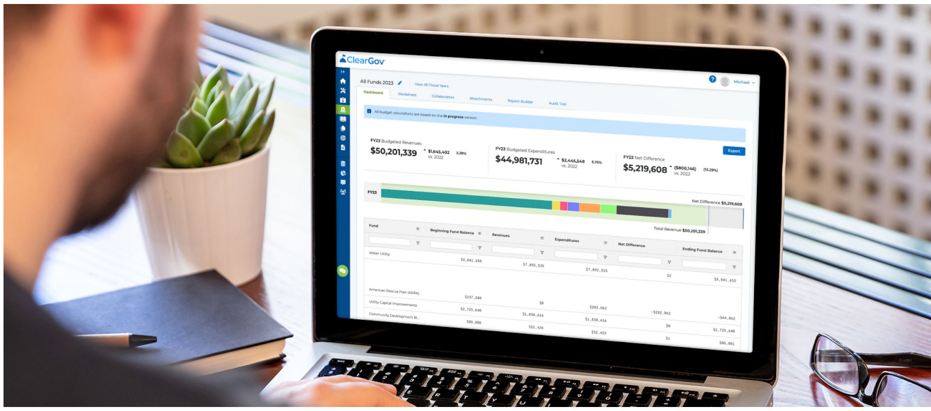
- Easily manage salaries, benefits, and vacancies, and inform union negotiations.
- Plan future scenarios and analyze how each impacts your budget at multiple levels.
- Streamline position requests from department heads.

Get a Demo

Operational Budgeting

Eliminate spreadsheet errors and version control issues with cloud-native budgeting.

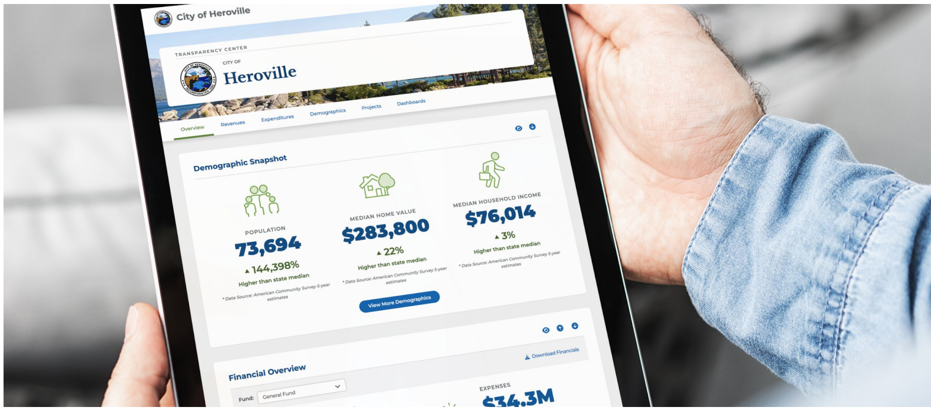
- Invite team members to collaborate and edit portions of the budget in real-time.
- Gain a complete view of all your funds and effectively track your budget versions.
- Experience an interactive dashboard that updates in real-time as changes are made.



Transparency

Tell your financial story in a way everyone can understand to drive community support.

- Display complex data with powerful visuals and infographics on a polished website.
- Customize your profile with charts, dashboards, projects pages and more.
- Easily add narrative to the numbers to provide context for stakeholders.



ClearPlans

Drive collaborative progress, real-time insights and budget impact for your strategic plans.

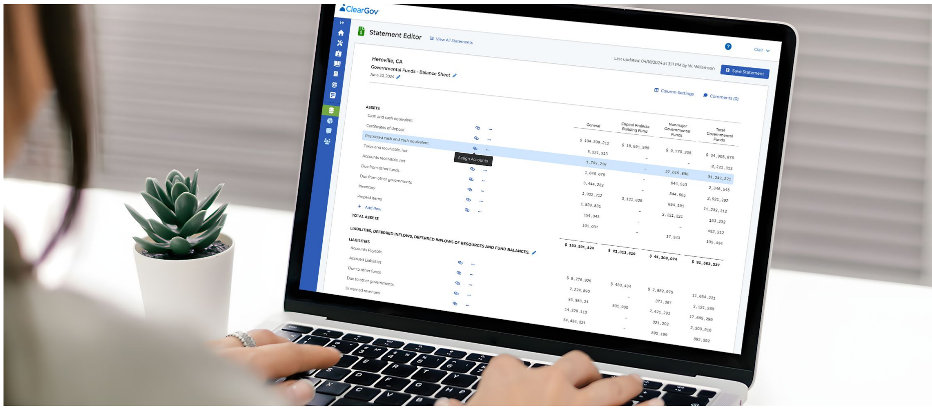
- Plan, execute and track your plan with seamless collaboration across departments.
- Assign ownership, set KPIs, allocate budget and communicate the progress in real-time.
- Present your plans online as a polished website or turn them into a shareable PDF.

COMING SOON

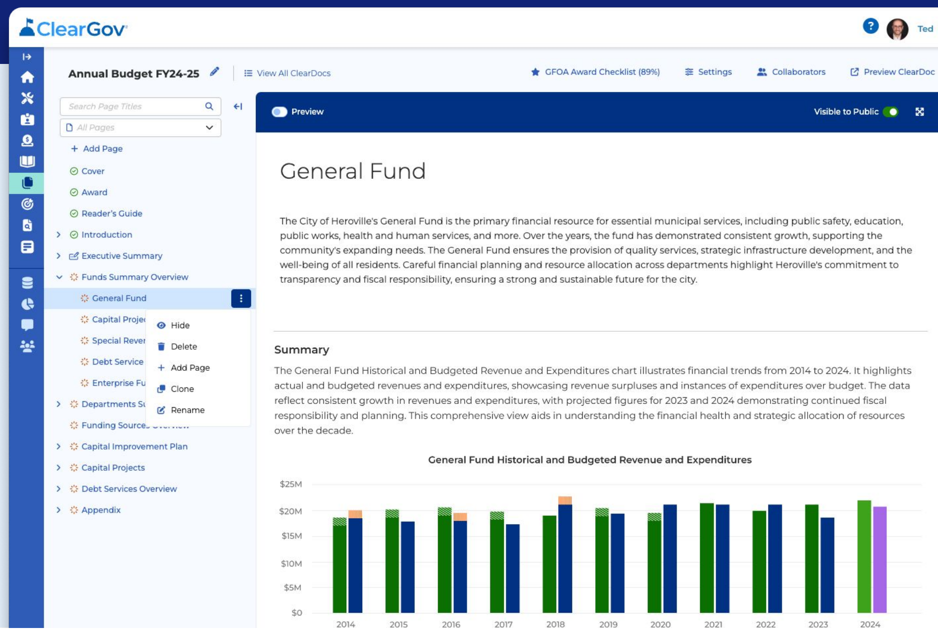
Digital Financial Reporting

Our purpose-built solution helps you build interactive financial reports in record time.

- Build pages quickly with pre-built templates and easily customize each section.
- Centralize communication between teams and auditors to accelerate approvals.
- Present your document in website, mobile, and PDF formats for optimal viewing.



Build an award-winning budget book in a fraction of the time.



Digital Budget Book

ClearGov's Digital Budget Book solution instantly generates your budget book framework — including pages, charts, tables, and more.

- ✓ Save time and elevate your public presentation
- ✓ Present online and PDF versions effortlessly
- ✓ Strengthen collaboration across departments
- ✓ Improve data accuracy and reduce the risk of errors
- ✓ Ensure ADA compliance with an online budget book

Modernize your budget book process for citizens and staff.

Produce web, mobile, and PDF versions
Create a polished budget book that can be presented in multiple formats effortlessly to exceed public expectations for optimal viewing.

Customize content and pages
Build a beautiful book with flexible pages that are easy to use, ADA compliant, and fully customizable — no designer needed.

Follow a GFOA Budget Award checklist
Meet and exceed the criteria for the GFOA Distinguished Budget Presentation Award with an interactive checklist to follow.

Save time with auto-generated content
Key content is generated automatically — creating a customizable framework that enhances data comprehension for users.

Strengthen departmental collaboration
Invite team members to easily add content to their assigned sections to streamline collaboration and improve efficiency.

Leverage automatic data updates
Revenue and expense data are updated automatically as your budget changes, so you don't have to manually.

CITY OF MONTE SERENO
INCORPORATED MAY 14, 1957

The ClearGov Digital Budget Book software enabled the City staff of Monte Sereno to turn an ordinary, plain text budget document into a dynamic 3-dimensional annual report. Our City Council was extremely pleased and complimentary of the presentation. The staff at ClearGov were outstanding in their efforts to help us deliver the budget on time and in great form.

- Steve Leonardis, City Manager, Monte Sereno, CA

Get a Demo

Resources

Unlock the value of Digital Budget Book with the resources below. Explore a video demo and hear success stories to discover how ClearGov modernizes the budget book process.

Micro-Demo: Digital Budget Book in Under 3 Minutes

Watch a short video offering an overview of Digital Budget Book features, showcasing the product's user interface and workflows.

Watch the Digital Budget Book Micro-Demo

Client Testimonial: Success Stories in Their Own Words

Hear directly from Malden, MA as they share their experience using ClearGov and the success they've had with the platform.

Watch the Video - Malden, MA

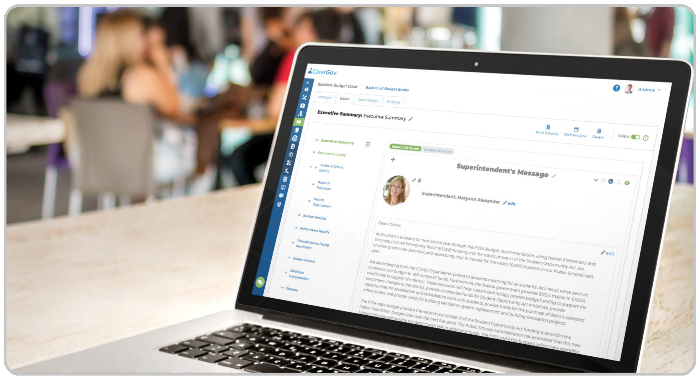
Case Study: Real-World Achievements

Learn how Cocoa, FL uses Digital Budget Book to create an engaging, ADA compliant budget book with ease.

Read the Case Study - Cocoa, FL

The manual process of putting together the budget, the back-and-forth with department heads, and consolidation of spreadsheets and word documents was honestly a nightmare. It was time to modernize, and with ClearGov we were able to fulfill our commitment to process improvement, transparency, and better community engagement.

- Tony Struck, Budget Director, Yuma County, AZ



Get a Demo

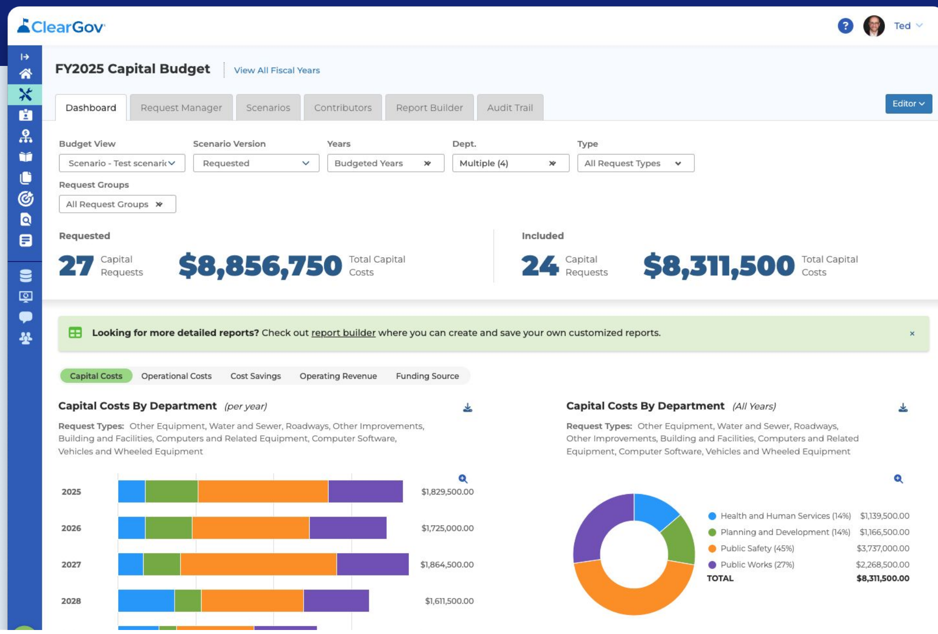
Your assets deserve the best budgeting solution.

ClearGov

Capital Budgeting

Create your capital budget with a modern solution designed to address the unique needs of the CIP process.

- Visualize the impact of each requested project
- Collect capital requests efficiently
- Prioritize projects automatically
- Make informed, data-driven decisions
- Share project details with the community



Discover the future of efficient capital budgeting.

Visualize metrics in a powerful dashboard
Our dashboard centralizes all your capital budgeting needs, creating in-depth insights into capital requests.

Plan for every budget scenario
Build different scenarios and watch graphs adjust in real-time to determine the optimal combination of capital requests.

Streamline budget requests
Process capital requests from department heads efficiently with forms that automatically feed your dashboard.

Create reports effortlessly
Use our preformatted reports or build custom reports to export data as a spreadsheet or PDF to share your budget.

Use scoring to prioritize requests
Let department heads score and rank requests based on any criteria you see fit – even align requests with your strategic plan.

View changes in an audit trail
Know who changed what and when. Our audit trail captures all changes to create a comprehensive historical record.

BEAUMONT
CALIFORNIA

Using ClearGov for the Capital budgeting has really saved us a lot of time. Everyone could go into one place and do all their requests and then finance can go in and see all the requests in one place — and have them actually categorized!

- Jennifer Ustation, Finance Director, Beaumont, CA

Get a Demo

Resources

Unlock the value of Capital Budgeting with the resources below. Explore a video demo and hear success stories to discover how ClearGov streamlines the CIP process.

Micro-Demo: Capital Budgeting in Under 3 Minutes

Watch a short video offering an overview of Capital Budgeting features, showcasing the product's user interface and workflows.

Watch the Capital Budgeting Micro-Demo

Client Testimonial: Success Stories in Their Own Words

Hear directly from Bristol, CT as they share their experience using ClearGov and the success they've had with the platform.

Watch the Video - Bristol, CT

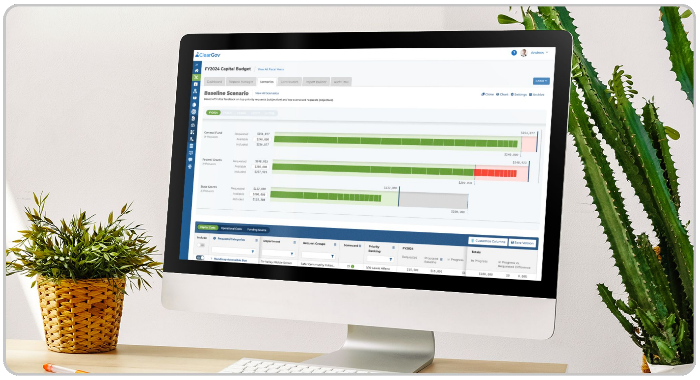
Case Study: Real-World Achievements

Learn how Beaumont, CA streamlined the collection of requests across departments and modernized their processes with Capital Budgeting.

Read the Case Study - Beaumont, CA

ClearGov has made budgeting a lot easier and more efficient. Before ClearGov, many questions came from the finance department, like 'What is this project about?' or 'Can you email me exhibits, plans, PDFs or pictures?' Now, I can submit an explanation and all supporting documentation along with my initial budget request, so we no longer have a lot of back-and-forth Q&A. I can effectively communicate the importance of the projects I'm submitting, which increases the likelihood of getting my projects funded. The budgeting process now takes less "calendar time and effort.

- Arash Moradkhani, Transportation Manager, Alpharetta, GA



Get a Demo

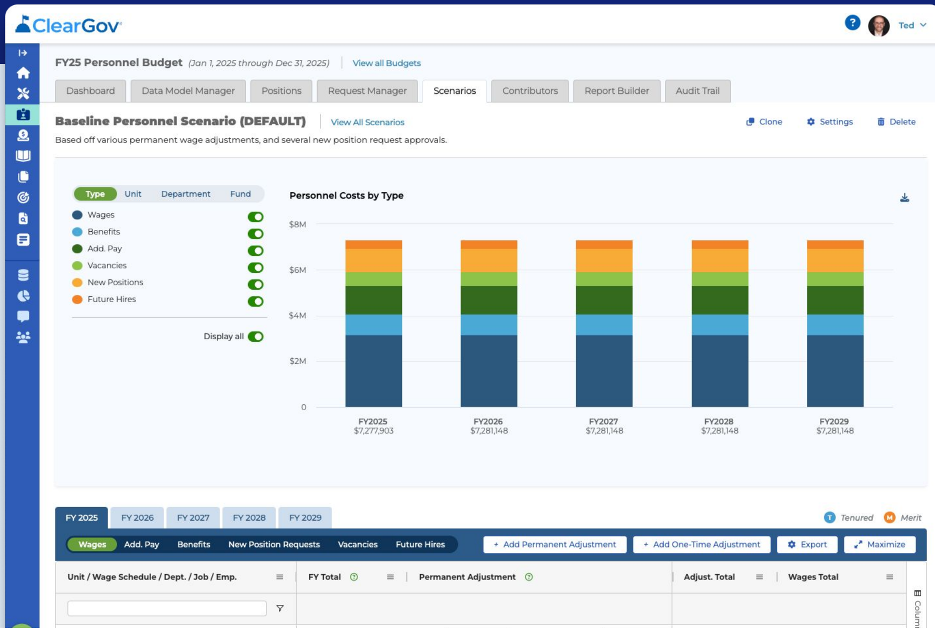
The biggest share of your budget just got easier.

ClearGov

Personnel Budgeting

Plan for the future of your workforce with confidence, knowing you've accounted for every layer of the cost.

- ✓ Efficiently plan for new positions and vacancies
- ✓ Compare salary and benefits across scenarios
- ✓ Improve collaboration across departments
- ✓ Gain the upper hand in union negotiations
- ✓ Track edits in an audit trail for historical record



Discover streamlined salary and benefits forecasting.

Visualize metrics in a powerful dashboard
Experience a holistic perspective of your staffing statistics and effortlessly compare salary and benefits budget scenarios.

Streamline position requests
Efficiently manage new position requests from departments and instantly see how each position affects the budget.

Plan for vacancies efficiently
Create and fill vacant positions on specified dates easily and include these in your various budget scenarios.

Demystify union negotiation planning
Set up units and create multi-year scenario plans to analyze the impact of salary and benefit adjustments.

Create multi-year forecasts
Create scenarios forecasting into the future and manage your budget by dollar amount or percentage adjustments.

Build reports effortlessly
Access pre-built reports or create your own easily to share comprehensive personnel budget data with stakeholders.

CITY OF CAMPBELL · THE ORCHARD CITY

Personnel Budgeting is a really powerful tool, so if you ever need to adjust your personnel expenses, assumptions, pay, healthcare, retirement, or FTEs, then it's not too hard. I think if you were to do it in Excel, you don't even know for sure if everything in Excel is all correct. If we were to do it again, we would.

- Will Fuentes, Finance Director, City of Campbell, CA

Get a Demo

Resources

Unlock the value of Personnel Budgeting with the resources below. Explore a video demo and hear success stories to discover the efficiencies of salary and benefits forecasting with ClearGov.

Micro-Demo: Personnel Budgeting in Under 4 Minutes

Watch a short video offering an overview of Personnel Budgeting features, showcasing the product's user interface and workflows.

Watch the Personnel Budgeting Micro-Demo

Client Testimonial: Success Stories in Their Own Words

Hear directly from Pflugerville, TX as they share their experience using ClearGov and the success they've had with the platform.

Watch the Video - Pflugerville, TX

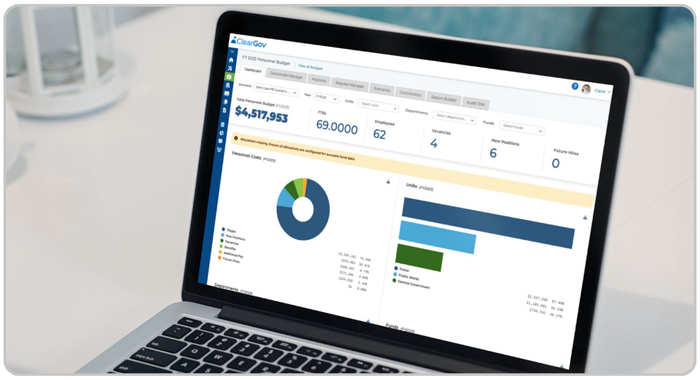
Case Study: Real-World Achievements

Read about a client who faced challenges and used Personnel Budgeting to find effective solutions that transformed their budget processes.

Read the Case Study - Campbell, CA

When I started with the city of Pflugerville, we used Excel spreadsheets to do our budget process. It's kind of a pain having to go back and double check everything multiple times. I'm really happy were were able to start ClearGov for our 2023 budget process. You can enter in your information, make edits, track your edits, provide different scenarios, etc.

- Christin Lindsey, Senior Budget Analyst
  Pflugerville, TX



Get a Demo

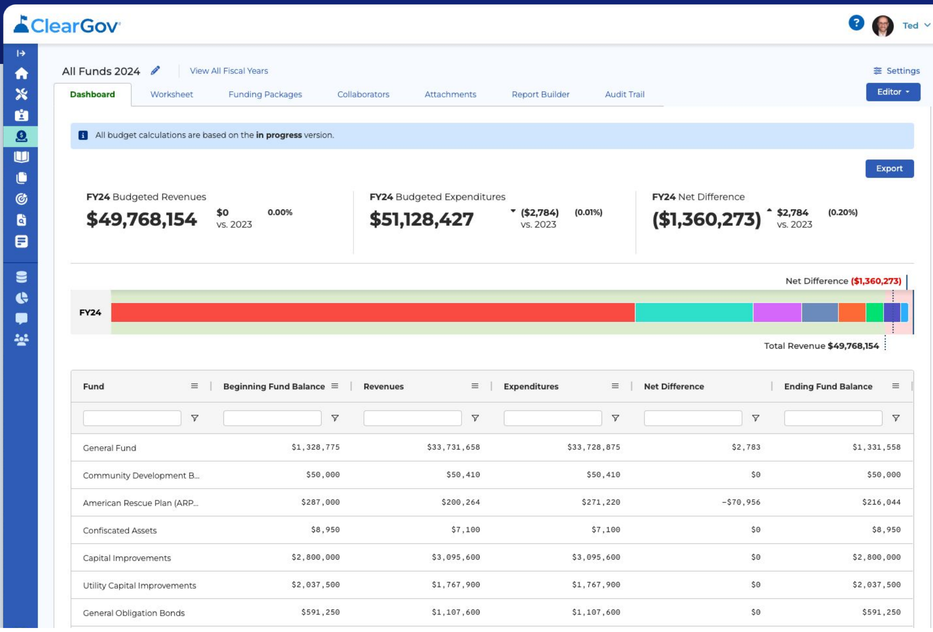
A solution your department heads will thank you for.

ClearGov

Operational Budgeting

ClearGov's collaborative budgeting software turns the traditional challenges of creating an operating budgeting into an efficient, seamless process.

- ✓ Create an intelligent forecast with ease
- ✓ Initiate your baseline budget with a single click
- ✓ Streamline requests and approvals
- ✓ Access visual breakdowns of historical vs actuals
- ✓ View the impact of budget changes instantly



Streamline the process from baseline to adoption through amendments.

Visualize metrics in a powerful dashboard

Dive into your budget data with our interactive dashboard that updates in real-time to reflect edits to your budget as they're made.

Track budget versions with ease

Gain a complete view of all your funds, edit line item and sub-line item details, and save versions of your budget as it progresses.

Flexible options for multi-year budgeting

Plan for annual, biennial, or multi-year budget cycles with accurate end-of-year projections and efficient future forecasts.

Strengthen collaboration across teams

Invite team members to submit funding requests easily and centralize all justification notes, attachments, and more.

View changes in an audit trail

Know who changed what and when. Our audit trail captures all changes to create a comprehensive historical record.

Create reports effortlessly

Easily create, customize, and export tailored reports for a comprehensive view of your budget.

CITY OF EL CAMPO, TEXAS 1905

Pulling data from our financial software and putting it in Excel creates a lot of room for errors. We spent hours laboriously reconciling data across multiple spreadsheets and tabs, and every time a last minute change was made it created a ripple effect that triggered more reconciliation. ClearGov eliminated that reconciliation and shaved off more than 70 hours from our annual budget process.

- Courtney Sladek, City Manager, City of El Campo, TX

Get a Demo

Resources

Unlock the value of Operational Budgeting with the resources below. Explore a video demo and hear success stories to discover how ClearGov streamlines the budget process with a collaborative approach.

Micro-Demo: Operational Budgeting in Under 3 Minutes

Watch a short video offering an overview of Operational Budgeting features, showcasing the product's user interface and workflows.

Watch the Operational Budgeting Micro-Demo

Client Testimonial: Success Stories in Their Own Words

Hear directly from Fair Oaks Ranch, TX as they share their experience using ClearGov and the success they've had with the platform.

Watch the Video - Fair Oaks Ranch, TX

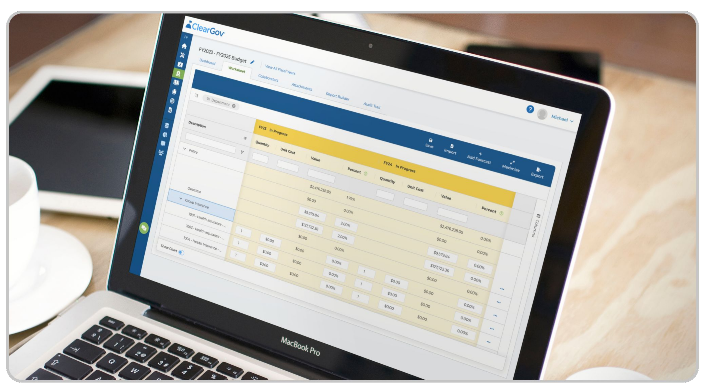
Case Study: Real-World Achievements

Read about a client who faced challenges and used Operational Budgeting to find effective solutions that transformed their processes.

Read the Case Study - Page, AZ

The department heads have really liked Operational Budgeting; it was easier for them to use. We didn't have to send them the entire budget sheet and they had to find their section; I could just send their section to them and they updated it.

- Sue Iverson, Finance & Accounting Manager
  Red Wing, MN



Get a Demo

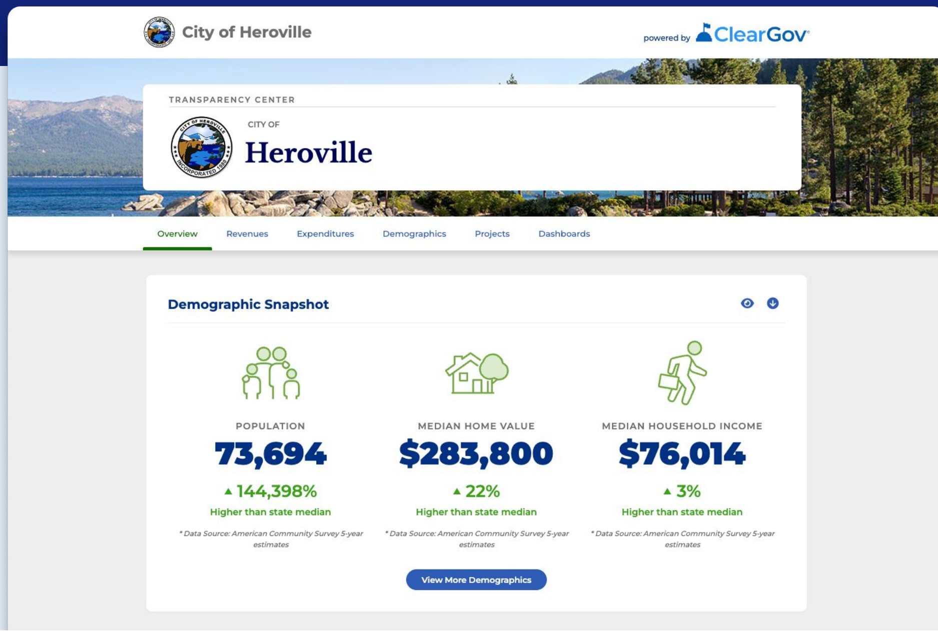
Tell your financial story to drive community support.

ClearGov

Transparency

ClearGov's Transparency solution turns your complex financial data, demographic statistics, and other metrics into a web-based profile for your community.

- Simplify your financial story
- Engage residents and stakeholders
- Make data accessible on any device
- Centralize the facts
- Save staff time and reduce inquiries



Build trust and accountability through a modern approach.

Auto-generate compelling content
ClearGov generates powerful visuals to populate your pages automatically, based on your budget data and public sources.

Demystify your financial data
Present data using compelling infographics that are simple for anyone to understand — even if they aren't a finance expert.

Showcase demographics effortlessly
Share the characteristics of your population in a way that's easy to understand, adds context to your budget, and attracts businesses.

Give departments a platform to shine
Invite department heads to create their own dashboards to share their story, highlight performance metrics, and more.

Share capital projects with ease
Quickly create and present detailed project pages to share the work going on in your community with the public.

Drive citizen engagement
Encourage constituents to comment on your ongoing activities or ask questions in a platform where you can control the dialog.

We were impressed with the ClearGov solution from the start, especially the clean, simple interface. They are experts at presenting complex information in an easy-to-understand and visually-appealing way. And, as our partners, they have been responsive and professional.

- Christopher Bradbury, Village Administrator, Rye Brook, NY

Get a Demo

Resources

Unlock the value of Transparency with the resources below. Explore a video demo and hear success stories to discover how ClearGov redefines transparency with an easy-to-use solution.

Micro-Demo: Transparency in Under 3 Minutes

Watch a short video offering an overview of Transparency features, showcasing the product's user interface and workflows.

Watch the Transparency Micro-Demo

Client Testimonial: Success Stories in Their Own Words

Hear directly from Flowery Branch, GA as they share their experience using ClearGov and the success they've had with the platform.

Watch the Video - Flowery Branch, GA

Case Study: Real-World Achievements

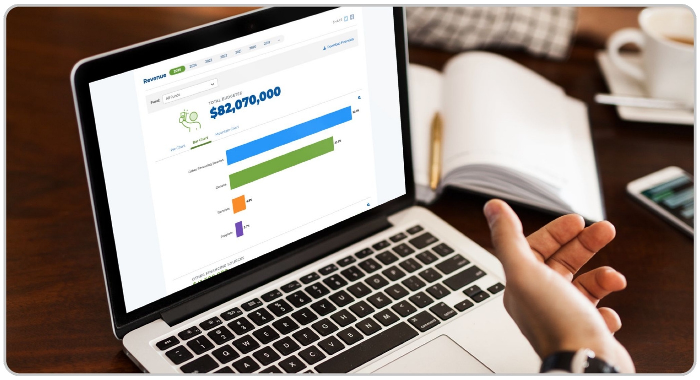
Learn how Lemont, IL translated dense fiscal data into a digestible, user-friendly format that taxpayers can easily access and understand.

Read the Case Study - Lemont, IL

City of Page Arizona

ClearGov has been one of the best government transparency tools I've worked with. Like many organizations these days, we've had a dip in revenues, and so we've had to cut our expenses. This caused concern in the community. So one of the best aspects of ClearGov is the ability to present our finances to residents in a clear and understandable way that fosters trust between the city and the community.

- Lynn Cormier
  Director of Community & Rec Services
  Page, AZ



Get a Demo

Training & Support

Training & Support

ClearGov solutions are designed to be intuitive and easy-to-use. With that said, ClearGov's training materials and support channels are designed to ensure that you and your team can successfully launch, adopt and optimize the value you receive from the ClearGov platform. We will share how to accomplish tasks, key insights and best practices.

98% Customer satisfaction with onboarding

96% Customer satisfaction with training

75% Data Onboarding Consultants have local government finance experience

Training

For starters, we have developed comprehensive courses that provide you with step-by-step instructions on how to configure and use ClearGov. Your Implementation Manager (IM) will recommend and enroll you and your team in ClearGov Academy courses to help meet your goals. Courses are broken down into a variety of product-specific educational elements (e.g. videos, articles, quizzes) for easy consumption.

ClearGov Workshops

In addition, instructor led training is available in workshop format. ClearGov Workshops are designed to answer your specific questions about how to use ClearGov's solutions to meet your specific needs. Therefore, it is highly recommended that Workshop Attendees complete the ClearGov Academy courses prior to attending a ClearGov Workshop.

- ClearGov will provide a remotely-delivered Workshop for each product in your subscription.
- ClearGov Workshops may be attended by both Administrators/ Editors and Department Heads/Contributors.
- All Workshops are recorded for future reference and to train new hires.

Support Center

All ClearGov users have access to a frequently updated online Support Center filled with hundreds of how-to articles, video tutorials and information sheets. The ClearGov Support Center is easy to navigate and has a robust search engine to quickly find help on a specific topic.

ClearGov

Training & Support

Client Success Manager

When the onboarding process is complete, the IM will introduce you to your Client Success Manager (CSM). Your CSM is available by phone and email and will work with you to get the most out of ClearGov's platform. CSMs are generally available 9:00AM to 5:00PM, Monday through Friday (excluding holidays). Your CSM will inform you of their specific availability. Our CSMs are committed to responding to all inquiries within one business day, and in most cases, you will receive a same-day response.

> ***"The ClearGov client success team has been incredible — patient, understanding, and responsive — every step of the way."***
>
> ***- Jodi Cuneo, CGA, Town Accountant, Walpole, MA***

ClearGov Support & Data Team

For questions on how to use ClearGov or to report a technical issue, you will be able to reach a Support Specialist via support@cleargov.com during business hours (Monday through Friday, 8:00AM to 8:00PM Eastern). Our Support Team is committed to responding to all inquiries within one business day, and in most cases, you will receive a same-day response.

For data updates, you can update your own statistics through our financials application or you can submit a request to our data team via this request form. Our standard lead time to complete an update is five business days. However, if you need an update completed sooner to meet a deadline, just let us know. Straightforward uploads or changes often are completed within one or two business days.

Product Enhancement Requests

We absolutely love hearing from our Customers - especially when they have ideas that would make our products better. In fact, we meet weekly to go over all the feedback we've received to provide key input to our product roadmap. Many of the applications and features in ClearGov's solution are the direct result of client feedback.

When you have a request for a product enhancement, please submit your idea(s) to support@cleargov.com or inform your CSM and they will bring it up at our weekly meeting. We prioritize product enhancements primarily based on the number of clients who are requesting similar functionality, so we can't guarantee that your ideas will go to the top of the list, but we promise that we'll always listen, and we work hard to make 100% of our customers happy.

> ***"Working with ClearGov, I'm most happy with the end result – the product that we're able to show, and the fact that ClearGov continues to take enhancement requests and continues to evolve the program. We want to be a leader in that with ClearGov. We have a lot of good ideas!"***
>
> ***- Jan Neufeld, CFO, Altus, OK***

ClearGov®

CITY OF FRUITLAND PARK
AGENDA ITEM SUMMARY SHEET
Item Number: 5b

ITEM TITLE:	**Crystal Lake Vista – Request for Extension of Preliminary Plan Approval**
MEETING DATE:	**Thursday, February 13, 2025**
DATE SUBMITTED:	February 4, 2025
SUBMITTED BY:	City Attorney/Community Development Department
BRIEF NARRATIVE:	**Request for Extension of Preliminary Plan**

On January 26, 2023 the City Commission approved the preliminary plat of Crystal Lake Vista consisting of 65 single-family residential lots on 24.02 acres of property located north of Myrtle Lake Avenue, South of Pine Ridge Dairy Road and West of CR 466. The property is zoned PUD and has a future land use of Single-Family Medium Density. A copy of the approved preliminary plan is attached.

Minimum Lot Size –	8,000 sq. ft. (120 ft. minimum lot depth)
Minimum Lot Width –	65-ft.
Setbacks -	
Front -	30-ft.
Rear -	20-ft.
Side -	10-ft.
Street Side -	20-ft.
Open Space provided -	26.7%
Open Space required -	25%

The City's Land Development Code provides that preliminary plan approval is valid for 24 months unless a land development permit has been issued and construction is initiated, or an extension within 24 months is approved by the Commission.

An application for construction plans was submitted and proceeded through the review process; however, the owner's agent did not respond to all the City's review comments. Construction plans were not approved. The 24 month approval lapsed January 26, 2025.

On February 4, 2025 Dr. Coe submitted a request to extend approval of the preliminary plan.

The City's Land Development Code states "No request for extension of preliminary plan approval will be accepted after the preliminary plat approval has lapsed or phasing schedule exceeded. The application may, however, reapply for preliminary plan approval under the provisions of the Land Development Code."

There have been no changes in the City's Land Development Code since approval of the preliminary plan that would affect the plan.

Dr. Coe will be present at the meeting to answer questions and provide additional information explaining why a request was not submitted within the 24 month approval period.

FUNDS BUDGETED:	N/A
ATTACHMENT	Resolution 2023-007, Letter dated February 4, 2025 from Dr. Coe (property owner)
RECOMMENDATION:	No recommendation
ACTION:	**Approve Extension or Deny Extension**
	A denial allows the property owner to submit a new application for the preliminary plan and proceed through the approval process

RE-RECORDED WITH PRELIMINARY PLAT ATTACHED

INSTRUMENT #2023018914
OR BK 6095 PG 1 - 5 (5 PGS)
DATE: 2/17/2023 2:44:08 PM
GARY J. COONEY, CLERK OF THE CIRCUIT COURT
AND COMPTROLLER, LAKE COUNTY, FLORIDA
RECORDING FEES $44.00

RESOLUTION 2023-007

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, GRANTING PRELIMINARY PLAT APPROVAL OF CRYSTAL LAKE VISTA GENERALLY LOCATED NORTH OF MYRTLE LAKE AVENUE, SOUTH OF PINE RIDGE DAIRY ROAD, AND WEST OF COUNTY ROAD 468, FRUITLAND PARK, FLORIDA; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the applicant has petitioned for preliminary plat approval of Crystal Lake Vista consisting of 65 single family residential lots; and

WHEREAS, the subject property consisting of 24.02 +/- acres is zoned PUD and has a future land use of Single-Family Medium Density; and

WHEREAS, the Planning and Zoning Board and the City Commission have considered the application in accordance with Sec. 157.060(d) of the City of Fruitland Park Land Development Code and made recommendation to the City Commission; and

WHEREAS, the City Commission of the City of Fruitland Park has considered the application in accordance with the procedures for granting preliminary plan approval set forth in Sec. 157.060(d) of the City of Fruitland Park Land Development Code; and

WHEREAS, the City Commission finds that the Preliminary Plan for Crystal Lake Vista is in compliance with the City's land development regulations.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, LAKE COUNTY, FLORIDA, AS FOLLOWS:

Section 1. Granting of Preliminary Plat Approval.

Approval of the Preliminary Plat for Crystal Lake Vista, a copy of which is attached hereto, is **GRANTED.**

Section 2. Effective Date.

This resolution shall become effective immediately upon its passage.

PASSED AND RESOLVED this 26th day of January, 2023, by the City Commission of the City of Fruitland Park, Florida.

SEAL

CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA

CHRIS CHESHIRE, MAYOR

ATTEST:

ESTHER COULSON, CITY CLERK, MMC

City of Fruitland Park, Lake County, Florida
Official Seal
Incorporated 1925
Established 1966

Mayor Cheshire	✓ (Yes),	____(No),	____(Abstained),	____(Absent)
Vice Mayor DeGrave	✓ (Yes),	____(No),	____(Abstained),	____(Absent)
Commissioner Gunter	✓ (Yes),	____(No),	____(Abstained),	____(Absent)
Commissioner Bell	____(Yes),	____(No),	____(Abstained),	✓ (Absent)
Commissioner Mobilian	✓ (Yes),	____(No),	____(Abstained),	____ (Absent)

Approved as to form:

Anita Geraci-Carver

Anita Geraci-Carver, City Attorney

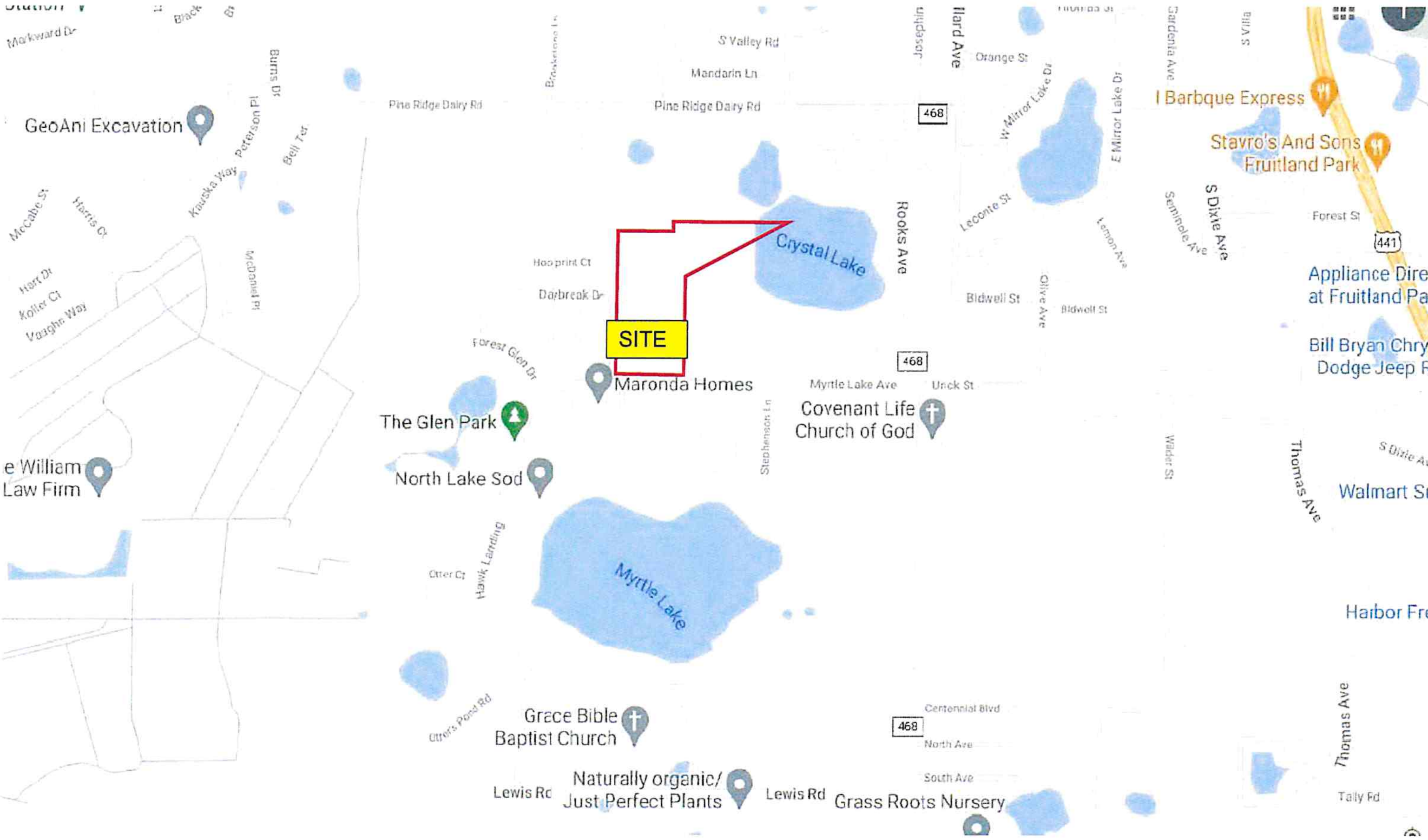
LEGAL DESCRIPTION

(PROVIDED - OR 5152, PG 1900)

That part of the North 1/2 of the Southeast 1/4 of Section 8, Township 19 South, Range 24 East, in Lake County, Florida, bounded and described as follows:

Commence at the Southeast corner of the Northeast 1/4 of the Southeast 1/4 of Section 8, Township 19 South, Range 24 East, and run North 89°20'05" West along the North 1/2 of the Southeast 1/4 of said Section 8, a distance of 988.35 feet; thence North 00°59'55" East 25.00 feet to a point on the North right-of-way line of Myrtle Lake Avenue and the Point of Beginning of this description; from said Point of Beginning run North 89°20'05" West along the North right-of-way line of Myrtle Lake Avenue 658.92 feet to a point on the West line of the East 1/4 of the Northwest 1/4 of the Southeast 1/4 of said Section 8; thence North 00°57'00" East along the West line of the East 1/4 of the Northwest 1/4 of the Southeast 1/4, a distance of 1,219.46 feet to a point that is South 00°57'00" West 82.20 feet from the Northwest corner of the East 1/4 of the Northwest 1/4 of the Southeast 1/4 of said Section 8; thence South 89°34'30" East parallel with the North line of the Southeast 1/4 of said Section 8 a distance of 529.99 feet; thence North 00°53'13" East 82.20 feet to a point on the North line of the Southeast 1/4 of Said Section 8; thence South 89°34'30" East along the North line of the Southeast 1/4 a distance of 1,120.29 feet to the Northeast corner of the Northeast 1/4 of the Southeast 1/4 of said Section 8; thence South 65°13'49" West, 1,099.42 feet; thence South 00°59'55" West 836.39 feet to the Point of Beginning.

Alt Key 1288606
Myrtle Lake Ave
Fruitland Park, FL

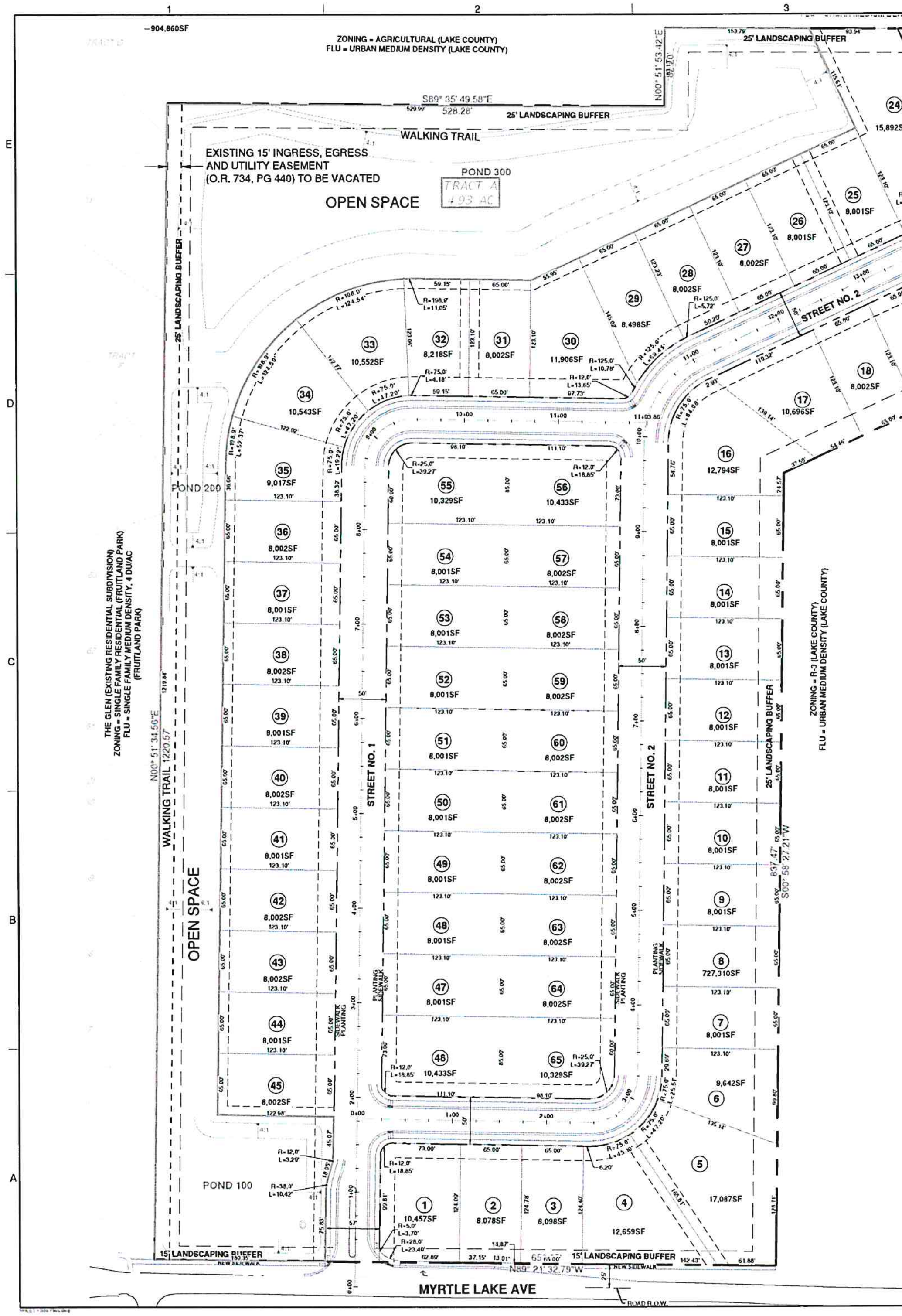


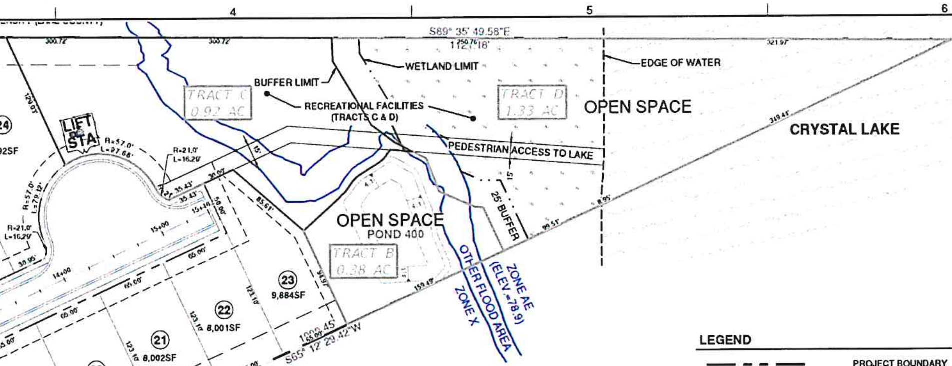
A&B Engineering Consultants, P.A.
www.anbcompanies.com

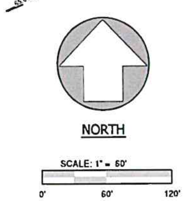
Sheet Title:

Exhibit B

(Location Map)

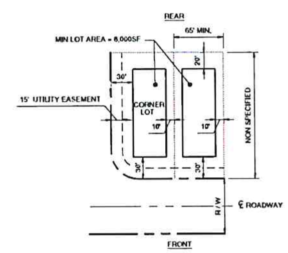






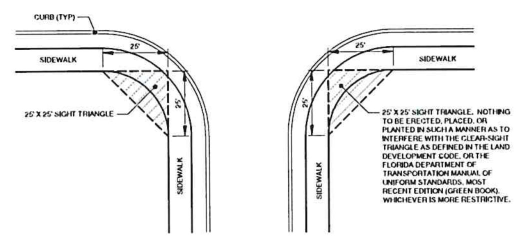
WETLAND CONSERVATION EASEMENT:

1. TRACT D SHALL BE DEDICATED AS A CONSERVATION EASEMENT TO THE CITY OF FRUITLAND PARK.



TYPICAL SINGLE FAMILY LOT DETAIL

NTS



INTERNAL STREETS CLEAR SIGHT TRIANGLE DETAIL

NTS

LEGEND

PROJECT BOUNDARY
WETLAND LINE
WETLAND BUFFER LINE
TRACT A 0.05 AC — TRACT DESIGNATION AND AREA

PROPOSED PROJECT: 65 SFR LOTS

SITE DATA:

EXISTING ZONING	PUD
PROPOSED ZONING	PUD
FLU	SF MEDIUM DENSITY
PROPOSED USE	SINGLE FAMILY RESIDENTIAL
SECTION / TWS / RNG	08 / 19 / 24
PROPERTY AREA	24.02 AC

DEVELOPMENT STANDARDS:

RESIDENTIAL

LOT AREA	8,000 SF MIN.
LOT WIDTH	65 FT MIN.
SETBACKS:	
FRONT	30 FT
REAR	20 FT
SIDE	10 FT
STREET SIDE SETBACK	20 FT
MAXIMUM DENSITY	REQUIRED 4.0 DU/AC, PROPOSED 2.71DU/AC
OPEN SPACE	REQUIRED: 25%, PROPOSED 26.7%
LOT DEPTH	120 FT MIN.
ACCESSORY STRUCTURES	5 FT FROM SIDE / REAR LOT LINE

RECREATIONAL DEVELOPMENT:

NEIGHBORHOOD PARKS — THE DEVELOPMENT MUST PROVIDE A RECREATIONAL COMPONENT PER CHAPTER 154 AND PARKS AND RECREATIONAL POLICY 6-1.1.

1) PICNIC TABLES SHALL BE INSTALLED ADJACENT TO CRYSTAL LAKE.
2) A 5FT WIDE WALKING TRAIL SHALL BE CONSTRUCTED ALONG THE TOP OF PONDS, WHERE POSSIBLE.
3) NO RECREATIONAL FACILITIES SHALL IMPACT THE EXISTING WETLAND, OTHER THAN THE PEDESTRIAN ACCESS TO THE LAKE SHOWN ON THE PLANS.
4) PROJECT MUST PROVIDE ACTIVE AND PASSIVE RECREATIONAL FACILITIES.

LANDSCAPE BUFFERS:

SEE LANDSCAPING PLAN ON DWG C-7.0

FENCES:

TO BE DETERMINED DURING SITE PLAN REVIEW PROCESS.

PUD APPROVAL NOTES:

1. SHORELINE SETBACK SHALL BE 35 FT FROM O.H.W.L., WITH A 25 FT BUFFER .
2. MINIMUM LIVING AREA SHALL BE 1,200 SF.
3. MAXIMUM BUILDING COVERAGE = 40%
4. MAXIMUM HEIGHT = 35 FT

A&B Engineering Consultants, P.A.
Civil Engineering
Land Planning
Inspections
Certificate of Authorization: No. 27697
14164 Stilton St
Tampa, FL 33626
Toll free : 844-426-6354
ARiveraProperties@gmail.com
www.anbcompanies.com

ELECTRONIC SIGNATURE:

Angel L. Rivera, State of Florida, Professional Engineer, License No. 65196. This item has been electronically signed and sealed by Angel L. Rivera on the date indicated here using a SHA authentication code. Printed copies of this document are not considered signed and sealed and the SHA authentication code must be verified on any electronic copies.

SEAL:

ANGEL LUIS RIVERA
LICENSE
No. 65196
STATE OF FLORIDA
PROFESSIONAL ENGINEER

DATE

ANGEL L. RIVERA, P.E.
LIC. NO. 65196

PROJECT:

CRYSTAL LAKE VISTA

Myrtle Lake Ave
Fruitland Park, FL

REVISIONS

NO.	ISSUED	DATE

SCALE: 1"=60'

DATE: NOV 2022

SHEET TITLE: PRELIMINARY PLAT

DWG NO.: C-2.1

SHEET: 3 OF 9

2/4/25

To City Fruitland Park
att Sharon Williams

subject: Crystal Lake Vista
Preliminary Plan
~~resolution~~ resolution 2023-007

I respectfully request an extension of the subject resolution which expired 1/26/25. I was unaware that I could extend the preliminary plan expiration date with a letter. I was told that the project was "shovel ready" which was not the case. The engineer (Cambridge Riverview) did not address comments from the city engineer.

Thanks

Eric Cove

CITY OF FRUITLAND PARK

AGENDA ITEM SUMMARY SHEET

Item Number: 5c

ITEM TITLE: **Resolution 2025-015 Approving Mauldin & Jenkins to Provide Auditing Services to the City of Fruitland Park**

MEETING DATE: **Thursday, February 13, 2025**

DATE SUBMITTED: January 31, 2025

SUBMITTED BY: city attorney/city manager/city treasurer

BRIEF NARRATIVE: **Resolution 2025-015 Approves Mauldin & Jenkins as the City's auditor.** The City of Fruitland Park issued Request for Proposal (RFP) No. 2025-01 on December 20, 2024. The RFP was to solicit proposals from Certified Public Accounting Firms with Governmental Accounting experience to submit a response to this RFP to provide Independent Financial Auditing Services for fiscal years ended September 30, 2024, 2025, and 2026 with the option to renew on a year-by-year basis for up to three (3) additional years.

An auditor selection committee was appointed by City Commission per State law. The task of the selection committee was to review and evaluate proposals and make a recommendation to the City Commission on the proposal that best meets the City's needs. The auditor selection committee was made up of 1 commissioner and 3 residents of Fruitland Park: Patrick Degrave, Jeannine Racine, John Gunter and Joe Heffernan.

The two firms that submitted proposals were Mauldin & Jenkins and Carr, Riggs & Ingram. Each proposal was scored on mandatory elements as well as technical elements, with pricing also being a consideration. The committee unanimously chose Mauldin & Jenkins to conduct the City of Fruitland Park's audit. The engagement is for FY 2024, FY 2025, and FY 2026 with the opportunity to extend 3 years following the end of the initial engagement upon mutual agreement.

Pricing for the annual audits is as follows:

	Financial Statements Audit Fee	CRA Audit Fee	Single Audit Fee (if needed) Per Major Program
FY 2024	$35,500	$6,000	$5,500
FY 2025	$36,500	$6,100	$5,600
FY 2026	$37,750	$6,200	$5,700
FY 2027	$39,000	$6,300	$5,800
FY 2028	$40,250	$6,400	$5,900
FY 2029	$41,500	$6,500	$6,000

The cost for the FY 2024 audit is $41,500, assuming a single audit is not needed. The FY 2025 budget includes $37,000 for auditing services. The difference in cost vs. budget of $3,500 will come from the finance department contingency account.

FUNDS BUDGETED: $41,500 (auditing line item and contingency)

ATTACHMENT Resolution, Engagement Letters, Addendums

RECOMMENDATION: Approve Mauldin & Jenkins as the City's Auditors

ACTION: **Adopt Resolution 2025-015.**

RESOLUTION 2025-015

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, APPROVING THE AUDIT ENGAGEMENT AGREEMENT DATED FEBRUARY 4, 2025 FROM MAULDIN & JENKINS CPAS & ADVISORS TO PROVIDE AUDITING SERVICES FOR FISCAL YEAR ENDING SEPTEMBER 30, 2024 AND APPROVING THE EXAMINATION ENGAGEMENT AGREEMENT DATED FEBRUARY 4, 2025 FROM MAULDIN & JENKINS CPAS & ADVISORS TO EXAMINE COMPLIANCE WITH FLORIDA LAW RELATING TO INVESTMENT OF PUBLIC FUNDS FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2024; APPROVING ADDENDUM NO. 1 TO EACH AGREEMENT; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City issued RFP 2025-01 seeking proposals for financial auditing services; and

WHEREAS, the City of Fruitland in accordance with the procedures set forth in §218.391(3)(a), F.S. desires to contract with the firm of Mauldin & Jenkins CPAs & Advisors for financial auditing services; and

WHEREAS, the Audit Engagement Agreement and the Examination Engagement Agreement as well as Addendum No. 1 to each set forth the terms and conditions of the parties agreement; and

WHEREAS, the City Commission of the City of Fruitland Park, Florida is authorized pursuant to Sec. 166.021, Florida Statutes to enter contracts that serve a municipal purpose.

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

Section 1. The Audit Engagement Agreement dated February 4, 2025 from Mauldin & Jenkins CPAS & Advisors to provide auditing services for fiscal year ending September 30, 2024, Addendum No. 1 thereto, and the Examination Engagement Agreement dated February 4, 2025 from Mauldin & Jenkins CPAs & Advisors and Addendum No. 1 thereto, **copies of which are attached hereto**, are approved.

Section 2. The Commission authorizes the Mayor to execute the Agreements and Addenda.

Section 3. This resolution shall take effect immediately upon its final adoption by the City Commission of the City of Fruitland Park, Florida.

PASSED AND RESOLVED this 13th day of February, 2025, by the City Commission of the City of Fruitland Park, Florida.

CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA

____
CHRIS CHESHIRE, MAYOR

SEAL

ATTEST:

____
INTERIM CITY CLERK

Mayor Cheshire	____(Yes), ____(No), ____(Abstained), ____(Absent)
Vice Mayor DeGrave	____(Yes), ____(No), ____(Abstained), ____(Absent)
Commissioner Mobilian	____(Yes), ____(No), ____(Abstained), ____ (Absent)
Commissioner Bell	____(Yes), ____(No), ____(Abstained), ____(Absent)
Commissioner Cosenza	____(Yes), ____(No), ____(Abstained), ____(Absent)

Approved as to form:

____
Anita Geraci-Carver, City Attorney

MAULDIN & JENKINS
CPAs & ADVISORS

February 4, 2025

The Honorable Mayor and
Members of the City Commission
City of Fruitland Park, Florida
506 W Berckman St
Fruitland Park, Florida 34731

Attention: Karen Manila, City Manager

We are pleased to confirm our understanding of the services we are to provide the City of Fruitland Park, Florida (the "City") for the year ended September 30, 2024.

Audit Scope and Objectives

We will audit the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information, including the disclosures, which collectively comprise the basic financial statements, of the City of Fruitland Park, Florida as of and for the year then ended. These statements will include the budgetary comparison information for the General Fund and Community Redevelopment Fund. Accounting standards generally accepted in the United States of America (GAAP) provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the City's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the City's RSI in accordance with auditing standards generally accepted in the United States of America (GAAS). These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by GAAP and will be subjected to certain limited procedures, but will not be audited:

1. Management's Discussion and Analysis (MD&A).
2. Schedule of City's Proportionate Share of the Net OPEB Liability – FRS and HIS.
3. Schedule of City Contributions – FRS and HIS.

We have also been engaged to report on supplementary information other than RSI that accompanies the City's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with GAAS and will provide an opinion on it in relation to the financial statements as a whole in a report combined with our auditor's report on the financial statements:

1. Schedule of expenditures of federal awards.
2. Budgetary Comparison Schedule – Capital Projects Fund.

In connection with our audit of the basic financial statements, we will read the following other information and consider whether a material inconsistency exists between the other information and the basic financial statements, or the other information otherwise appears to be materially misstated. If, based on the work performed, we conclude that an uncorrected material misstatement of the other information exists, we are required to describe it in our report:

1. Introductory section
2. Statistical section

The objectives of our audit are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and issue an auditor's report that includes our opinions about whether your financial statements are fairly presented, in all material respects, in conformity with GAAP, and report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS and *Government Auditing Standards* will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment of a reasonable user made based on the financial statements. The objectives also include reporting on:

- Internal control over financial reporting and compliance with provisions of laws, regulations, contracts and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.

- Internal control over compliance related to major programs and an opinion (or disclaimer of opinion) on compliance with federal statutes, regulations, and the terms and conditions of federal awards that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and Title 2 U.S. *Code of Federal Regulations* (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance).

Auditor's Responsibilities for the Audit of the Financial Statements and Single Audit
We will conduct our audit in accordance with GAAS; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; and the provisions of the Uniform Guidance, and will include tests of accounting records, a determination of major program(s) in accordance with the Uniform Guidance, and other procedures we consider necessary to enable us to express such opinions. As part of an audit in accordance with GAAS and *Government Auditing Standards*, we will exercise professional judgment and maintain professional skepticism throughout the audit.

We will evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management. We will also evaluate the overall presentation of the financial statements, including the disclosures, and determine whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from: (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of waste and abuse is subjective, *Government Auditing Standards* do not expect auditors to perform specific procedures to detect waste or abuse in financial audits nor do they expect auditors to provide reasonable assurance of detecting waste or abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is an unavoidable risk that some material misstatements or noncompliance may not be detected by us, even though the audit is properly planned and performed in accordance with GAAS and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or on major programs. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. We will include such matters in the reports required for a Single Audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

We will also conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the government's ability to continue as a going concern for a reasonable period of time.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry.

According to GAAS, significant risks include the risk of management's override of internal controls. Accordingly, we have considered this item as a significant risk.

We may, from time to time and depending on the circumstances, use third-party service providers in serving your account. We may share confidential information about you with these service providers but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider. Furthermore, we will remain responsible for the work provided by any such third-party service providers.

Our audit of financial statements does not relieve you of your responsibilities.

Audit Procedures—Internal Control

We will obtain an understanding of the government and its environment, including the system of internal control, sufficient to identify and assess the risks of material misstatement of the financial statements, whether due to error or fraud, and to design and perform audit procedures responsive to those risks and obtain evidence that is sufficient and appropriate to provide a basis for our opinions. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentation, or the override of internal control. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

As required by the Uniform Guidance, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to the Uniform Guidance.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards, *Government Auditing Standards*, and the Uniform Guidance.

Audit Procedures—Compliance
As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the City of Fruitland Park, Florida's compliance with provisions of applicable laws, regulations, contracts and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with federal statutes, regulations, and the terms and conditions of federal awards applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the *OMB Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of the City of Fruitland Park's major programs. For federal programs that are included in the Compliance Supplement, our compliance and internal control procedures will relate to the compliance requirements that the Compliance Supplement identifies as being subject to audit. The purpose of these procedures will be to express an opinion on the City of Fruitland Park's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

Other Services
We will also assist in preparing the financial statements, schedule of expenditures of federal awards, and related notes of the City in conformity with U.S. generally accepted accounting principles and the Uniform Guidance based on information provided by you. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. We will perform these services in accordance with applicable professional standards. The other services are limited to the financial statements, schedule of expenditures of federal awards, and related notes services previously defined. We, in our sole professional judgement, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

You agree to assume all management responsibilities relating to the financial statements, schedule of expenditures of federal awards, related notes, and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements, schedule of expenditures of federal awards, and related notes and that you have reviewed and approved the financial statements, schedule of expenditures of federal awards, and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, who possesses suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

Responsibilities of Management for the Financial Statements and Single Audit
Our audit will be conducted on the basis that you acknowledge and understand your responsibility for: (1) designing, implementing, establishing, and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including internal controls over federal awards, and for evaluating and monitoring ongoing activities, to help ensure that appropriate goals and objectives are met; (2) following laws and regulations; (3) ensuring that there is reasonable assurance that government programs are administered in compliance with compliance requirements; and (4) ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles; for the preparation and fair presentation of the financial statements, schedule of expenditures of federal awards, and all accompanying information in conformity with accounting principles generally accepted in the United States of America; and for compliance with applicable laws and regulations (including federal statutes) and the provisions of contracts and grant agreements (including award agreements). Your responsibilities also include identifying significant contractor relationships in which the contractor has responsibility for program compliance and for the accuracy and completeness of that information.

You are also responsible for making drafts of financial statements, schedule of expenditures of federal awards, all financial records and related information available to us and for the accuracy and completeness of that information (including information from outside of the general and subsidiary ledgers). You are also responsible for providing us with: (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, identification of all related parties and all related-party relationships and transactions, and other matters (2) access to personnel, accounts, books, records, supporting documentation, and other information as needed to perform an audit under the Uniform Guidance, (3) additional information that we may request for the purpose of the audit, and (4) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence. At the conclusion of our audit, we will require certain written representations from you about the financial statements; schedule of expenditures of federal awards; federal award programs; compliance with laws, regulations, contracts, and grant agreements; and related matters.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements of each opinion unit taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving: (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants. You are also responsible for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements that we report. Additionally, as required by the Uniform Guidance, it is management's responsibility to evaluate and monitor noncompliance with federal statutes, regulations, and the terms and conditions of federal awards; take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings; promptly follow up and take corrective action on reported audit findings; and to prepare a summary schedule of prior audit findings and a separate corrective action plan. The summary schedule of prior audit findings should be available for our review subsequent to the start of fieldwork.

You are responsible for identifying all federal awards received and understanding and complying with the compliance requirements and for the preparation of the schedule of expenditures of federal awards (including notes and noncash assistance received, and COVID-19 related concepts, such as lost revenues, if applicable) in conformity with the Uniform Guidance. You agree to include our report on the schedule of expenditures of federal awards in any document that contains and indicates that we have reported on the schedule of expenditures of federal awards. You also agree to include the audited financial statements with any presentation of the schedule of expenditures of federal awards that includes our report thereon or make the audited financial statements readily available to intended users of the schedule of expenditures of federal awards no later than the date the schedule of expenditures of federal awards is issued with our report thereon. Your responsibilities include acknowledging to us in the written representation letter that: (1) you are responsible for presentation of the schedule of expenditures of federal awards in accordance with the Uniform Guidance; (2) you believe the schedule of expenditures of federal awards, including its form and content, is stated fairly in accordance with the Uniform Guidance; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal awards.

You are also responsible for the preparation of the other supplementary information, which we have been engaged to report on, in conformity with U.S. generally accepted accounting principles. You agree to include our report on the supplementary information in any document that contains and indicates that we have reported on the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon or make the audited financial statements readily available to users of the supplementary information no later than the date the supplementary information is issued with our report thereon. Your responsibilities include acknowledging to us in the written representation letter that: (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes): and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits or other studies related to the objectives discussed in the Audit Scope and Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

With regard to an exempt offering document with which Mauldin & Jenkins is not involved, you agree to clearly indicate in the exempt offering document that Mauldin & Jenkins is not involved with the contents of such offering document. In the event that Mauldin & Jenkins is requested to be involved with an exempt offering document, you agree that the aforementioned auditor's report or reference to Mauldin & Jenkins will not be included without our prior permission or consent. Furthermore, any agreement to perform work in connection with an exempt offering document, including an agreement to provide permission or consent, will be a separate engagement.

With regard to the electronic dissemination of audited financial statements, including financial statements published electronically on your website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

As an attest client, Mauldin & Jenkins, LLC cannot retain or store documents, data, or records on behalf of the City of Fruitland Park. This is in accordance with the ET section 1.295.143 of the *AICPA Code of Professional Conduct*. The City is solely responsible for maintaining its own data and records.

In that regard, SuraLink is used solely as a method of transferring data to Mauldin & Jenkins, LLC and is not intended for the storage of the City's information. All information you will provide through SuraLink is a copy and you will maintain original documents and data as part of your records.

Engagement Administration, Fees, and Other
We understand that your employees will prepare all cash or other confirmations we request and will locate any documents selected by us for testing. We will schedule the engagement based in part on deadlines, working conditions, and the availability of your key personnel. We will plan the engagement based on the assumption that your personnel will cooperate and provide assistance by performing tasks such as preparing requested schedules, retrieving supporting documents, and preparing confirmations. If, for whatever reason, your personnel are unavailable to provide the necessary assistance in a timely manner, it may substantially increase the work we have to do to complete our engagement, resulting in an increase in fees over our original estimate.

At the conclusion of the engagement, we will complete the appropriate sections of the Data Collection Form that summarizes our audit findings. It is management's responsibility to electronically submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditors' reports, and corrective action plan) along with the Data Collection Form to the federal audit clearinghouse. We will coordinate with you the electronic submission and certification. The Data Collection Form and the reporting package must be submitted within the earlier of 30 calendar days after receipt of the auditors' reports or nine months after the end of the audit period.

We will provide copies of our reports to the City of Fruitland Park, Florida; however, management is responsible for distribution of the reports and financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of Mauldin & Jenkins and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to the Florida Auditor General or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Mauldin & Jenkins personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by a regulatory body. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

We expect to begin our audit and issue our reports at mutually agreed upon dates. Daniel R. Anderson, CPA is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them. Our fee for these services will be $35,500 for the year ended September 30, 2024. This fee includes the performance of one major federal program, and one major state project, Single Audit, if necessary. Our fee for the performance additional major federal or state project, if necessary, is $5,500 per program. Our hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. Our invoices for these fees will be rendered as work progresses and are payable upon presentation. A service charge of 1.5% per month (18% annually) will be added onto any balances not paid within 30 days. The above fees are based on anticipated cooperation from your personnel (including complete and timely receipt by us of the information on the respective client participation listings) and the assumption that unexpected circumstances (including scope changes) will not be encountered during the audit. If significant additional time is necessary, we will discuss it with management and arrive at a new fee estimate before we incur the additional costs.

As a result of our prior or future services to you, we might be requested or required to provide information or documents to you or a third party in a legal, administrative, arbitration, or similar proceeding in which we are not a party. If this occurs, our efforts in complying with such requests will be deemed billable to you as a separate engagement. We shall be entitled to compensation for our time and reasonable reimbursement for our expenses (including legal fees) in complying with the request. For all requests we will observe the confidentiality requirements of our profession and will notify you promptly of the request.

Reporting
We will issue written reports upon completion of our Single Audit. Our reports will be addressed to the Honorable Mayor and Members of the City Commission for the City of Fruitland Park, Florida. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs to our auditor's report, or if necessary, withdraw from this engagement. If our opinions on the financial statements or the Single Audit compliance opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or to issue reports, or may withdraw from this engagement.

The *Government Auditing Standards* report on internal control over financial reporting and on compliance and other matters will state: (1) that the purpose of the report is solely to describe the scope of testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance, and (2) that the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The Uniform Guidance report on internal control over compliance will state that the purpose of the report on internal control over compliance is solely to describe the scope of testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Both reports will state that the report is not suitable for any other purpose.

We appreciate the opportunity to be of service to the City of Fruitland Park, Florida and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign below and return it to us.

Sincerely,

MAULDIN & JENKINS, LLC

Daniel R. Anderson, CPA

RESPONSE:

This letter correctly sets forth the understanding of the City of Fruitland Park, Florida.

Management: ______________________________

Title: ______________________________

Date: ______________________________

Governance: ______________________________

Title: ______________________________

Date: ______________________________

<u>**DDENDUM NO. 1 TO**</u>
<u>**AUDIT ENGAGEMENT AGREEMENT**</u>
<u>**DATED FEBRUARY 4, 2025**</u>
<u>**CITY**</u>

MAULDIN & JENKINS , LLC <u>is designated Contractor for purposes of this Addendum</u>.

Public Records

City is a public agency subject to Chapter 119, Florida Statutes, as amended from time to time. To the extent Contractor is a contractor acting on behalf of the City pursuant to Section 119.0701, Florida Statutes, as amended from time to time, Contractor must comply with all public records laws in accordance with Chapter 119, Florida Statutes. In accordance with state law, Contractor agrees to:

a) Keep and maintain all records that ordinarily and necessarily would be required by the City in order to perform the services.
b) Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copies within a reasonable time at a cost that does not exceed the costs provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
c) Ensure that public records that are exempt, or confidential and exempt, from public records disclosure are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the Contractor does not transfer the records to the City.
d) Upon completion of the services within this Agreement, at no cost, either transfer to the City all public records in possession of the Contractor or keep and maintain public records required by the City to perform the services. If the Contractor transfers all public records to the City upon completion of the services, the Contractor must destroy any duplicate public records that are exempt, or confidential and exempt, from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the serves, the Contractor must meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119. FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT ESTHER COULSON, CITY CLERK, 506 WEST BERCKMAN STREET, FRUITLAND PARK, FLORIDA 34731, (352) 360-6790, GKEOUGH-JOHNS@FRUITLANDPARK.ORG.

If Contractor does not comply with this section, the City will enforce the Agreement provisions in accordance herewith and may unilaterally cancel this Agreement in accordance with state law.

Conflict of Interest per Ch. 112, Part III

This Agreement is subject to Chapter 112, FL Statute, and Contractor shall disclose the name of any officer, director, employee, or other agent who is also an employee of the City of Groveland. The Contractor shall also disclose the name of any City of Groveland employee who owns, directly or indirectly, more than a five percent (5%) interest in the Contractor's, or its affiliates, business entity.

Third Party Beneficiaries

Neither Contractor nor City intends to directly or substantially benefit a third party by this Agreement. Therefore, the Parties acknowledge that there are no third-party beneficiaries to this Agreement and that no third party is or will be entitled to assert a right or claim against either of them based upon this Agreement.

Public Entity Crimes or Convicted Vendor List Statement

Pursuant to Section 287.133(2)(a), Florida Statutes, as amended from time to time, Contractor hereby certifies that neither it nor its affiliates have been placed on the convicted vendor list following a conviction for a public entity crime. If placed on that list, Contractor must notify the City immediately and is prohibited from providing any goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and, may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 Florida Statutes, as amended from time to time, for Category Two ($35,000) as may be amended, for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

Anti-Discrimination

That Contractor, for itself, its personal representatives, successors in interests, assigns, subcontractors, and sub-lessees, as a part of the consideration hereof, hereby covenants and agrees that:

a) No person on the ground of race, color, religion, sex, national origin, age, marital status, political affiliation, familial status, disability, sexual orientation, pregnancy, or gender identity, expression or veteran or service member status be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of or performance of services described herein; and

b) No employee or applicant for employment on the ground of race, color, religion, sex, national origin, age, marital status, political affiliation, familial status, disability, sexual orientation, pregnancy, or gender identity, expression or veteran or service member status will be discriminated against during the course of employment or application for employment to be employed in the performance of this Agreement with respect to hiring, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to performance of this Agreement.

Discriminatory Vendor List

Contractor hereby acknowledges its continuous duty to disclose to the City if the Contractor or any of its affiliates, as defined by Section 287.134(1)(a), Florida Statutes, are placed on the Discriminatory Vendor List. Pursuant to Section 287.134(2)(a), Florida Statutes: "an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity."

Prohibition on Gratuities and Kickbacks

It is unethical for any person to offer, give, or agree to give any employee or for any employee to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, audit, or in any other advisory capacity in any proceeding or application, request for ruling, determination claim or controversy, or other particular matter, pertaining to any program requirement or an Agreement or subcontract or to any solicitation of proposal therefore.

It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a Sub-contractor under a Contract to Contractor or higher tier sub-contractor any person associated therewith, as an inducement of the aware of a subcontract or order.

The prohibition against gratuities and kickbacks prescribed in this section shall be conspicuously set forth in every Contract and subcontract and solicitation, therefore.

Scrutinized Companies pursuant to Sections 287.135 and 215.473, Florida Statutes

Contractor hereby certifies that it: a) has not been placed on the Scrutinized Companies that Boycott Israel List, nor is engaged in a boycott of Israel; b) has not been placed on the Scrutinized Companies with Activities in Sudan List nor the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and c) has not been engaged in business operations in Cuba or Syria. If City determines that Contractor has falsely certified facts under this paragraph or if Contractor is found to have been placed on the Scrutinized

Companies Lists or is engaged in a boycott of Israel after the execution of this Agreement, City will have all rights and remedies to terminate this Agreement consistent with Section 287.135, Florida Statutes, as amended. The City reserves all rights to waive the certifications required by this paragraph on a case-by-case exemption basis pursuant to Section 287.135, Florida Statutes, as amended.

E-Verify Requirements

Effective January 1, 2021, public and private employers, contractors and subcontractors must require registration with, and use of the E-verify system in order to verify the work authorization status of all newly hired employees. Contractor acknowledges and agrees to utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

a) All persons employed by Contractor to perform employment duties within Florida during the term of the contract; and
b) All persons (including sub vendors/subconsultants/subcontractors) assigned by Contractor to perform work pursuant to the contract with the City. The Contractor acknowledges and agrees that use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the City of Groveland.

By entering into this Agreement, the Contractor becomes obligated to comply with the provisions of Section 448.095 Florida Statutes, "Employee Eligibility," as amended from time to time. This includes, but is not limited to, utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit to Contractor attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. Contractor agrees to maintain a copy of such affidavit for the duration of this Agreement. Failure to comply with this paragraph will result in the termination of this Agreement as provided in Section 448.095, Florida Statutes, as amended, and Contractor may not be awarded a public contract for at least one (1) year after the date on which the Agreement was terminated. Contractor will also be liable for any additional costs to City incurred as a result of the termination of this Agreement in accordance with this Section.

Antitrust Violations; Denial or Revocation under Section 287.137, Florida Statutes

Pursuant to Section 287.137, Florida Statutes, as may be amended, a person or an affiliate who has been placed on the antitrust violator vendor list (electronically published and updated quarterly by the State of Florida) following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply for any new contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply for a new contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on new leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a new contract with a public entity; and may not transact new business with a public entity. By entering this Agreement, Contractor certifies neither it nor its affiliate(s) are on the antitrust violator vendor list at the time of entering this agreement. False certification under this paragraph or being subsequently added to that list will result in termination of this Agreement, at the option of the City consistent with Section 287.137, Florida Statutes, as amended.

Environmental and Social Government and Corporate Activism

Pursuant to Section 287.05701, Florida Statutes, as may be amended, City cannot give preference to a Contractor based on social, political, or ideological interests such as:

a) The Contractor's political opinions, speech, or affiliations.
b) The Contractor's religious beliefs, religious exercise, or religion affiliations.
c) The Contractor's lawful ownership of a firearm.
d) The Contractor's engagement in the lawful manufacture, distribution, sale, purchase, or use of firearms or ammunition.
e) The Contractor's engagement in the exploration, production, utilization, transportation, sale, or manufacture of fossil fuel-based energy, timber, mining, or agriculture.
f) The Contractor's support of the state of Federal Government in combatting illegal immigration, drug trafficking, or human trafficking.
g) The Contractor's engagement with, facilitation of, employment by support of, business relationship with, representation of, or advocacy for any person described in this paragraph.
h) The Contractor's failure to meet or commit to meet, or expected failure to meet, any of the following as long as such Contractor is in compliance with applicable state or federal law:
    1. Environmental standards, including emissions standards, benchmarks, requirements, or disclosures.
    2. Social governance standards, benchmarks, or requirements, including, but not limited to, environmental or social justice.
    3. Corporate board or company employment composition standards benchmarks, requirements, or disclosures based on characteristics protected under the Florida Civil Rights Act of 1992.
    4. Policies and procedures requiring or encouraging employee participation in social justice programming, including but not limited to, diversity, equity, or inclusion training.

Contractors are also prohibited from giving preference to subcontractors based on the above referenced factors. Violations of this Section will result in termination of this Agreement and may result in administrative sanctions and penalties by the Office of the Attorney General of the State of Florida.

Equal Employment Opportunity 2 C.F.R. Part 200. During the performance of this contract, the contractor agrees as follows: (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause. (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin. (3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information. (4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment. (5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor. (6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other Contract Provisions Guide 12 sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law. (8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States. The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the applicant so participating is a state or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract. The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance. The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

Minimum Wages. Under the Contract, the wage rate paid to all laborers, mechanics, and apprentices employed by the Contractor for the work under the Contract, must not be less than the prevailing wages rates for similar classifications for work as established by the Federal Government and enforced by the U.S. Department of Labor, Wages and Hours Division, and Florida’s Minimum Wage requirements in Article X, Section 24(f) of the Florida Constitution and enforced by the Florida Legislative by statute or the State Agency for Workforce Innovation by rule, whichever is higher.

This Agreement shall be governed and construed in accordance with the laws of the State of Florida, without regard to its choice of law rules, and jurisdiction shall lie only in Lake County, Florida.

This Agreement, including any exhibits attached hereto, constitutes the entire and final Agreement and understanding of the parties as to the matters contained herein, and supersedes all prior agreements relating to the dealings of the parties. This Agreement shall not be altered, amended or modified except by a writing executed by the duly authorized agents of both the City and the Contractor.

Any failure of a party to enforce the party's rights under any provision of this Agreement shall not be construed or act as a waiver of said party's subsequent right to enforce any of the provisions contained herein.

The Contractor agrees to provide the services set forth herein commencing the Effective Date of this document or as mutually agreeable.

The prevailing party in any dispute under this Agreement, or any provision under this Agreement, shall be entitled to all reasonable costs and expenses and attorneys' fees, including trial and appellate and bankruptcy proceedings in connection with any litigation or arbitration, if mutually agree, or threat thereof, pertaining to the interpretation, obstruction or enforcement of this Agreement.

Any individuals signing on behalf of legal entities represents, by their signature, that they have the authority to bind that legal entity.

CITY OF FRUITLAND PARK, FLORIDA	**MAULDIN & JENKINS, LLC**
______________________________	______________________________
Chris Cheshire, Mayor	Signature of Contractor's Authorized Official
Date: ___________________	Date: ____________________

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that: No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, Title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The Contractor, **MAULDIN & JENKINS**, **LLC**, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

MAULDIN & JENKINS, LLC

____

Signature of Contractor's Authorized Official

____

Name and Title of Contractor's Authorized Official

____

Date

MAULDIN & JENKINS
CPAs & ADVISORS

February 4, 2025

The Honorable Mayor and
Members of the City Commission
City of Fruitland Park, Florida
506 W Berckman St
Fruitland Park, Florida 34731

Attention: Karen Manila, City Manager

We are pleased to confirm our understanding of the services we are to provide the City of Fruitland Park, Florida (the "City") for the year ended September 30, 2024.

We will examine the City's compliance with Section 218.415, Florida Statutes, regarding the investment of public funds as of and for the year ending September 30, 2024. The objectives of our examination are to: (1) obtain reasonable assurance about whether the City complied with the specified requirements above; and (2) to express an opinion as to whether the City complied with the specified requirements is fairly stated, in all material respects.

Our examination will be conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants. Accordingly, it will include examining, on a test basis, your records and other procedures to obtain evidence necessary to enable us to express our opinion. We will issue a written report upon completion of our examination. Our report will be addressed to the Honorable Mayor and Members of the City Commission of Fruitland Park, Florida. We cannot provide assurance that an unmodified opinion will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion. If our opinion is other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the examination or are unable to form or have not formed an opinion, we may decline to express an opinion or may withdraw from this engagement.

Because of the inherent limitations of an examination engagement, together with the inherent limitations of internal control, an unavoidable risk exists that some material misstatements may not be detected, even though the examination is properly planned and performed in accordance with the attestation standards.

You understand that the report is intended solely for the information and use of the City and the Auditor General of the State of Florida and is not intended to be and should not be used by anyone other than those specified parties.

We will plan and perform the examination to obtain reasonable assurance about whether the City complied with Section 218.415, Florida Statutes, regarding the investment of public funds is free from material misstatement. Our engagement will not include a detailed inspection of every transaction and cannot be relied on to disclose all material errors or known and suspected fraud or noncompliance with laws or regulations, or internal control deficiencies that may exist. However, we will inform you of any known and suspected fraud and noncompliance with laws or regulations, internal control deficiencies identified during the engagement, and uncorrected misstatements that come to our attention unless clearly trivial.

We understand that you will provide us with the information required for our examination and that you are responsible for the accuracy and completeness of that information. We may advise you about appropriate criteria, but the responsibility for the subject matter remains with you.

You are responsible for compliance with Section 218.415, Florida Statutes, regarding the investment of public funds; and for selecting the criteria and determining that such criteria are appropriate for your purposes. You are responsible for, and agree to provide us with, a written assertion about whether the City is in compliance with the above noted criteria. Failure to provide such an assertion will result in our withdrawal from the engagement. You are also responsible for providing us with: (1) access to all information of which you are aware that is relevant to the measurement, evaluation, or disclosure of the subject matter; (2) additional information that we may request for the purpose of the examination; and (3) unrestricted access to persons within the entity from whom we determine it necessary to obtain evidence.

At the conclusion of the engagement, you agree to provide us with certain written representations in the form of a representation letter.

We may from time to time, and depending on the circumstances, use third-party service providers in serving your account. We may share confidential information about you with these service providers, but we remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information, and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider. Furthermore, we will remain responsible for the work provided by any such third-party service providers.

Daniel R. Anderson, CPA is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them.

We expect to begin our examination at a mutually agreed upon date. Our fees for these services are included in the City's annual audit engagement letter. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket expenditures through the date of termination.

We appreciate the opportunity to be of service to you and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign and return it to us.

Sincerely,

MAULDIN & JENKINS, LLC

Daniel R. Anderson, CPA

RESPONSE:

This letter correctly sets forth the understanding of the City of Fruitland Park, Florida.

Management: ______________________________

Title: ______________________________

Date: ______________________________

DDENDUM NO. 1 TO
AUDIT ENGAGEMENT AGREEMENT
DATED FEBRUARY 4, 2025
CITY

MAULDIN & JENKINS , LLC is designated Contractor for purposes of this Addendum.

Public Records

City is a public agency subject to Chapter 119, Florida Statutes, as amended from time to time. To the extent Contractor is a contractor acting on behalf of the City pursuant to Section 119.0701, Florida Statutes, as amended from time to time, Contractor must comply with all public records laws in accordance with Chapter 119, Florida Statutes. In accordance with state law, Contractor agrees to:

a) Keep and maintain all records that ordinarily and necessarily would be required by the City in order to perform the services.
b) Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copies within a reasonable time at a cost that does not exceed the costs provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
c) Ensure that public records that are exempt, or confidential and exempt, from public records disclosure are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the Contractor does not transfer the records to the City.
d) Upon completion of the services within this Agreement, at no cost, either transfer to the City all public records in possession of the Contractor or keep and maintain public records required by the City to perform the services. If the Contractor transfers all public records to the City upon completion of the services, the Contractor must destroy any duplicate public records that are exempt, or confidential and exempt, from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the serves, the Contractor must meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119. FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT ESTHER COULSON, CITY CLERK, 506 WEST BERCKMAN STREET, FRUITLAND PARK, FLORIDA 34731, (352) 360-6790, GKEOUGH-JOHNS@FRUITLANDPARK.ORG.

If Contractor does not comply with this section, the City will enforce the Agreement provisions in accordance herewith and may unilaterally cancel this Agreement in accordance with state law.

Conflict of Interest per Ch. 112, Part III

This Agreement is subject to Chapter 112, FL Statute, and Contractor shall disclose the name of any officer, director, employee, or other agent who is also an employee of the City of Groveland. The Contractor shall also disclose the name of any City of Groveland employee who owns, directly or indirectly, more than a five percent (5%) interest in the Contractor's, or its affiliates, business entity.

Third Party Beneficiaries

Neither Contractor nor City intends to directly or substantially benefit a third party by this Agreement. Therefore, the Parties acknowledge that there are no third-party beneficiaries to this Agreement and that no third party is or will be entitled to assert a right or claim against either of them based upon this Agreement.

Public Entity Crimes or Convicted Vendor List Statement

Pursuant to Section 287.133(2)(a), Florida Statutes, as amended from time to time, Contractor hereby certifies that neither it nor its affiliates have been placed on the convicted vendor list following a conviction for a public entity crime. If placed on that list, Contractor must notify the City immediately and is prohibited from providing any goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and, may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 Florida Statutes, as amended from time to time, for Category Two ($35,000) as may be amended, for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

Anti-Discrimination

That Contractor, for itself, its personal representatives, successors in interests, assigns, subcontractors, and sub-lessees, as a part of the consideration hereof, hereby covenants and agrees that:

a) No person on the ground of race, color, religion, sex, national origin, age, marital status, political affiliation, familial status, disability, sexual orientation, pregnancy, or gender identity, expression or veteran or service member status be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of or performance of services described herein; and

b) No employee or applicant for employment on the ground of race, color, religion, sex, national origin, age, marital status, political affiliation, familial status, disability, sexual orientation, pregnancy, or gender identity, expression or veteran or service member status will be discriminated against during the course of employment or application for employment to be employed in the performance of this Agreement with respect to hiring, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to performance of this Agreement.

Discriminatory Vendor List

Contractor hereby acknowledges its continuous duty to disclose to the City if the Contractor or any of its affiliates, as defined by Section 287.134(1)(a), Florida Statutes, are placed on the Discriminatory Vendor List. Pursuant to Section 287.134(2)(a), Florida Statutes: "an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity."

Prohibition on Gratuities and Kickbacks

It is unethical for any person to offer, give, or agree to give any employee or for any employee to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, audit, or in any other advisory capacity in any proceeding or application, request for ruling, determination claim or controversy, or other particular matter, pertaining to any program requirement or an Agreement or subcontract or to any solicitation of proposal therefore.

It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a Sub-contractor under a Contract to Contractor or higher tier sub-contractor any person associated therewith, as an inducement of the aware of a subcontract or order.

The prohibition against gratuities and kickbacks prescribed in this section shall be conspicuously set forth in every Contract and subcontract and solicitation, therefore.

Scrutinized Companies pursuant to Sections 287.135 and 215.473, Florida Statutes

Contractor hereby certifies that it: a) has not been placed on the Scrutinized Companies that Boycott Israel List, nor is engaged in a boycott of Israel; b) has not been placed on the Scrutinized Companies with Activities in Sudan List nor the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and c) has not been engaged in business operations in Cuba or Syria. If City determines that Contractor has falsely certified facts under this paragraph or if Contractor is found to have been placed on the Scrutinized

Companies Lists or is engaged in a boycott of Israel after the execution of this Agreement, City will have all rights and remedies to terminate this Agreement consistent with Section 287.135, Florida Statutes, as amended. The City reserves all rights to waive the certifications required by this paragraph on a case-by-case exemption basis pursuant to Section 287.135, Florida Statutes, as amended.

E-Verify Requirements

Effective January 1, 2021, public and private employers, contractors and subcontractors must require registration with, and use of the E-verify system in order to verify the work authorization status of all newly hired employees. Contractor acknowledges and agrees to utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

a) All persons employed by Contractor to perform employment duties within Florida during the term of the contract; and
b) All persons (including sub vendors/subconsultants/subcontractors) assigned by Contractor to perform work pursuant to the contract with the City. The Contractor acknowledges and agrees that use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the City of Groveland.

By entering into this Agreement, the Contractor becomes obligated to comply with the provisions of Section 448.095 Florida Statutes, "Employee Eligibility," as amended from time to time. This includes, but is not limited to, utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit to Contractor attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. Contractor agrees to maintain a copy of such affidavit for the duration of this Agreement. Failure to comply with this paragraph will result in the termination of this Agreement as provided in Section 448.095, Florida Statutes, as amended, and Contractor may not be awarded a public contract for at least one (1) year after the date on which the Agreement was terminated. Contractor will also be liable for any additional costs to City incurred as a result of the termination of this Agreement in accordance with this Section.

Antitrust Violations; Denial or Revocation under Section 287.137, Florida Statutes

Pursuant to Section 287.137, Florida Statutes, as may be amended, a person or an affiliate who has been placed on the antitrust violator vendor list (electronically published and updated quarterly by the State of Florida) following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply for any new contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply for a new contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on new leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a new contract with a public entity; and may not transact new business with a public entity. By entering this Agreement, Contractor certifies neither it nor its affiliate(s) are on the antitrust violator vendor list at the time of entering this agreement. False certification under this paragraph or being subsequently added to that list will result in termination of this Agreement, at the option of the City consistent with Section 287.137, Florida Statutes, as amended.

Environmental and Social Government and Corporate Activism

Pursuant to Section 287.05701, Florida Statutes, as may be amended, City cannot give preference to a Contractor based on social, political, or ideological interests such as:

a) The Contractor's political opinions, speech, or affiliations.
b) The Contractor's religious beliefs, religious exercise, or religion affiliations.
c) The Contractor's lawful ownership of a firearm.
d) The Contractor's engagement in the lawful manufacture, distribution, sale, purchase, or use of firearms or ammunition.
e) The Contractor's engagement in the exploration, production, utilization, transportation, sale, or manufacture of fossil fuel-based energy, timber, mining, or agriculture.
f) The Contractor's support of the state of Federal Government in combatting illegal immigration, drug trafficking, or human trafficking.
g) The Contractor's engagement with, facilitation of, employment by support of, business relationship with, representation of, or advocacy for any person described in this paragraph.
h) The Contractor's failure to meet or commit to meet, or expected failure to meet, any of the following as long as such Contractor is in compliance with applicable state or federal law:
    1. Environmental standards, including emissions standards, benchmarks, requirements, or disclosures.
    2. Social governance standards, benchmarks, or requirements, including, but not limited to, environmental or social justice.
    3. Corporate board or company employment composition standards benchmarks, requirements, or disclosures based on characteristics protected under the Florida Civil Rights Act of 1992.
    4. Policies and procedures requiring or encouraging employee participation in social justice programming, including but not limited to, diversity, equity, or inclusion training.

Contractors are also prohibited from giving preference to subcontractors based on the above referenced factors. Violations of this Section will result in termination of this Agreement and may result in administrative sanctions and penalties by the Office of the Attorney General of the State of Florida.

Equal Employment Opportunity 2 C.F.R. Part 200. During the performance of this contract, the contractor agrees as follows: (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause. (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin. (3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information. (4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment. (5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor. (6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other Contract Provisions Guide 12 sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law. (8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States. The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the applicant so participating is a state or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract. The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance. The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

Minimum Wages. Under the Contract, the wage rate paid to all laborers, mechanics, and apprentices employed by the Contractor for the work under the Contract, must not be less than the prevailing wages rates for similar classifications for work as established by the Federal Government and enforced by the U.S. Department of Labor, Wages and Hours Division, and Florida’s Minimum Wage requirements in Article X, Section 24(f) of the Florida Constitution and enforced by the Florida Legislative by statute or the State Agency for Workforce Innovation by rule, whichever is higher.

This Agreement shall be governed and construed in accordance with the laws of the State of Florida, without regard to its choice of law rules, and jurisdiction shall lie only in Lake County, Florida.

This Agreement, including any exhibits attached hereto, constitutes the entire and final Agreement and understanding of the parties as to the matters contained herein, and supersedes all prior agreements relating to the dealings of the parties. This Agreement shall not be altered, amended or modified except by a writing executed by the duly authorized agents of both the City and the Contractor.

Any failure of a party to enforce the party's rights under any provision of this Agreement shall not be construed or act as a waiver of said party's subsequent right to enforce any of the provisions contained herein.

The Contractor agrees to provide the services set forth herein commencing the Effective Date of this document or as mutually agreeable.

The prevailing party in any dispute under this Agreement, or any provision under this Agreement, shall be entitled to all reasonable costs and expenses and attorneys' fees, including trial and appellate and bankruptcy proceedings in connection with any litigation or arbitration, if mutually agree, or threat thereof, pertaining to the interpretation, obstruction or enforcement of this Agreement.

Any individuals signing on behalf of legal entities represents, by their signature, that they have the authority to bind that legal entity.

CITY OF FRUITLAND PARK, FLORIDA	**MAULDIN & JENKINS, LLC**
______________________________	______________________________
Chris Cheshire, Mayor	Signature of Contractor's Authorized Official
Date: _______________	Date: _______________

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that: No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, Title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The Contractor, **MAULDIN & JENKINS**, **LLC**, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

MAULDIN & JENKINS, LLC

____

Signature of Contractor's Authorized Official

____

Name and Title of Contractor's Authorized Official

____

Date

CITY OF FRUITLAND PARK
AGENDA ITEM SUMMARY SHEET
Item Number: 6a

ITEM TITLE: **Second Reading and Public Hearing Ordinance 2025-007 Sixth Amendment to Restated Solid Waste Collection Franchise Agreement – Waste Management Inc.**

MEETING DATE: February 13, 2025

DATE SUBMITTED: January 27, 2025

SUBMITTED BY: city attorney/city manager/city treasurer

BRIEF NARRATIVE: **Ordinance 2025-007** increases solid waste collections effective March 1, 2025 per the contract that allows an annual increase each January. The consumer price index change is 4.15% and a fuel surcharge has been omitted. The last attachment is the new rates which includes Fruitland Park administration fee of $2.94 and the 10% franchise fee. This document reflects the total amount billed to the customer. Last year residential was $32.73 per month and this year it will be $34.75 per month for an increase of $2.02. This is an increase of 6.17%. (The first reading was held on January 23, 2024.)

FUNDS BUDGETED: None

ATTACHMENTS: Proposed ordinance, Exhibit B-WM rates, CPI calculation, Exhibit B-total rate including admin/franchise fees, Affidavit for Notice Publication

RECOMMENDATION: Approval

ACTION TO BE TAKEN: **Approve Ordinance 2025-007**

.

ORDINANCE 2025-007

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, ADOPTING RATES FOR THE PROVISION OF WASTE MANAGEMENT SERVICES TO THE RESIDENTS OF THE CITY OF FRUITLAND PARK; PROVIDING FOR CONFLICTS AND SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE OF ORDINANCES; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Waste Management Inc. of Florida provides consistent, reliable, and more than satisfactory service to the City of Fruitland Park and its residents and in February of 2022 extended the franchise agreement with Waste Management Inc. of Florida (the "Agreement"); and

WHEREAS, the Agreement provides for calculation of rates; and

WHEREAS, the City Commission of the City of Fruitland Park finds and determines that it is necessary to amend the rates pursuant to the terms of the Agreement; and

WHEREAS, the City Commission desires to approve the rates as set forth herein and amend Section 99.40 in Chapter 99 of the Code of Ordinances to include the amended rates.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA.

Section 1. The City of Fruitland Park hereby adopts the schedule of rates as set forth below pursuant to the terms of the Agreement with Waste Management Inc. of Florida. Such rates shall be effective March 1, 2025.

Residential collection, monthly fee.
Manual curbside pickup:

Number of 32-Gallon Containers	*Twice Weekly Collection*
1 through 6	$34.75

Commercial Collection, monthly fee.
Manual curbside pickup:

	Number of 32 gallon containers
	1 through 6
Number of Weekly Collections	1 $33.88
	2 $40.35

Commercial Collection – Mechanical Containerized Service
Fees adopted are set forth on Exhibit B – *Including Administration and Franchise Fees*, attached hereto and incorporated herein.

Section 2. The City Commission of the City of Fruitland Park hereby adopts the schedule of rates for solid waste collection services attached to the Sixth Amendment to Restated Solid Waste Collection Agreement and are incorporated herein by reference.

Section 3. Conflict. All ordinances in conflict with the provisions of this ordinance are hereby repealed.

Section 4. Codification. The rates as set forth in this ordinance are intended to be incorporated into the Code of Ordinances of the City of Fruitland Park, Florida and the sections of this ordinance may be renumbered, relettered, and the word "ordinance" may be changed to "section", "article", or such other word or phrase in order to accomplish such intention.

Section 5. Severability. If any section, sentence, clause, or phrase of this ordinance is held to be invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portion of this ordinance.

Section 6. This Ordinance shall be effective upon passage.

PASSED AND ORDAINED in regular session of the City Commission of the City of Fruitland Park, Lake County, Florida, this 13th day of February, 2025.

____
Chris Cheshire, Mayor

Attest:

____
Interim City Clerk

Mayor Cheshire	____ (Yes),	____ (No),	____ (Abstained),	____ (Absent)
Vice Mayor DeGrave	____ (Yes),	____ (No),	____ (Abstained),	____ (Absent)
Commissioner Mobilian	____ (Yes),	____ (No),	____ (Abstained),	____ (Absent)
Commissioner Bell	____ (Yes),	____ (No),	____ (Abstained),	____ (Absent)
Commissioner Cosenza	____ (Yes),	____ (No),	____ (Abstained),	____ (Absent)

First Reading: 1/23/2025
Second Reading: 2/13/2025

Approved as to form and legality:

____
Anita Geraci-Carver, City Attorney

Exhibit "B"

City of Fruitland Park Collection and Disposal Rates

Effective 3/01/25-2/28/26

Residential Services Based on $48.33/ton disposal for 2x week garbage/yardwaste

Commercial Services Based on $59.80/ton disposal

Plus weekly Clamshell/Bulk Collection Services

Garbage Collection	Disposal	Fuel	Rate Per Month
$ 23.42	$ 5.23	$ -	**$ 28.65**

Commercial Handstops

	Garbage Collection	Disposal	Fuel	Rate Per Month
Commercial curb 1x week	$ 20.22	$ 10.20	$ -	**$ 30.42**
Commercial curb 2x week	$ 25.82	$ 10.81	$ -	**$ 36.63**

Commercial Dumpsters (Rate/month) **Rates Effective 2/1/2025**

Qty/Size/Frequency	Garbage Coll.	Garbage Disp.	Fuel	Coll./Disp/ Fuel
1-2yd X 1 WEEK	$ 54.91	$ 56.62	$ -	**$ 111.53**
1-2yd X 2 WEEK	$ 109.83	$ 113.23	$ -	**$ 223.06**
1-2yd X 3 WEEK	$ 164.74	$ 169.85	$ -	**$ 334.59**
1-2yd X 4 WEEK	$ 219.62	$ 226.46	$ -	**$ 446.08**
1-2yd X 5 WEEK	$ 274.52	$ 283.08	$ -	**$ 557.60**
1-2yd X 6 WEEK	$ 329.44	$ 339.66	$ -	**$ 669.10**
1-4yd X 1 WEEK	$ 101.96	$ 113.23	$ -	**$ 215.19**
1-4yd X 2 WEEK	$ 203.86	$ 226.46	$ -	**$ 430.32**
1-4yd X 3 WEEK	$ 305.85	$ 339.69	$ -	**$ 645.54**
1-4yd X 4 WEEK	$ 407.76	$ 452.93	$ -	**$ 860.69**
1-4yd X 5 WEEK	$ 509.71	$ 566.16	$ -	**$ 1,075.87**
1-4yd X 6 WEEK	$ 611.64	$ 679.40	$ -	**$ 1,291.04**
1-6yd X 1 WEEK	$ 141.15	$ 169.85	$ -	**$ 311.00**
1-6yd X 2 WEEK	$ 282.38	$ 339.69	$ -	**$ 622.07**
1-6yd X 3 WEEK	$ 423.49	$ 509.54	$ -	**$ 933.03**
1-6yd X 4 WEEK	$ 564.68	$ 679.39	$ -	**$ 1,244.07**
1-6yd X 5 WEEK	$ 705.84	$ 849.23	$ -	**$ 1,555.07**
1-6yd X 6 WEEK	$ 846.98	$ 1,019.08	$ -	**$ 1,866.06**
1-8yd X 1 WEEK	$ 156.88	$ 226.46	$ -	**$ 383.34**
1-8yd X 2 WEEK	$ 313.70	$ 452.93	$ -	**$ 766.63**
1-8yd X 3 WEEK	$ 470.56	$ 679.39	$ -	**$ 1,149.95**
1-8yd X 4 WEEK	$ 627.37	$ 905.85	$ -	**$ 1,533.22**
1-8yd X 5 WEEK	$ 784.25	$ 1,132.31	$ -	**$ 1,916.56**
1-8yd X 6 WEEK	$ 941.11	$ 1,358.78	$ -	**$ 2,299.89**

CPI for All Urban Consumers (CPI-U)

Original Data Value

For the City of Fruitland Park

Series Id: CUUR0000SEHG02,CUUS0000SEHG02
Not Seasonally Adjusted
Series Title: Garbage and trash collection in U.S. city average, all urban consumers, not seasonally adjusted
Area: U.S. city average
Item: Garbage and trash collection
Base Period: DECEMBER 1983=100
Years: 2013 to 2023

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	HALF1	HALF2
2014	422.440	422.483	423.413	425.393	425.242	425.930	426.562	426.771	427.327	427.995	427.808	428.187		
2015	427.734	429.248	429.235	429.807	431.234	430.813	431.229	432.967	433.843	434.829	436.428	436.996		
2016	437.205	438.296	437.699	437.676	438.317	437.858	438.607	439.358	439.707	440.311	443.343	444.745		
2017	446.266	447.699	446.987	447.129	447.272	448.046	448.328	448.717	449.008	452.196	453.820	453.596		
2018	453.354	454.915	455.230	458.722	462.887	465.041	465.579	470.457	471.026	472.535	486.650	485.935	458.358	475.364
2019	475.687	477.474	478.569	479.449	480.865	480.984	482.138	483.987	484.346	486.133	486.485	486.708	478.838	484.966
2020	491.003	494.429	495.288	494.432	494.946	496.679	498.564	500.882	501.756	503.315	504.970	508.190	494.463	502.946
2021	512.722	517.270	518.505	518.579	516.440	517.202	521.185	524.408	529.934	530.114	529.053	532.538	516.786	527.872
2022	533.078	538.313	540.719	542.564	544.546	547.554	548.187	548.706	558.254	561.090	563.816	565.185	541.129	557.540
2023	570.412	575.697	576.773	580.124	587.431	589.812	596.167	597.347	596.997	597.569	601.631	602.164	580.042	598.646
2024	606.773	610.551	610.015	611.073	609.538	611.946	614.089	615.880	619.640	621.632	627.127		609.983	

Index Change =	24.963
CPI Change	**4.15%**
Fuel + CPI Applied	4.15%

Exhibit B Including Administration and Franchise Fees

RATE CODE	(R)RE (C)CO	DESC	New Rate FY25	GB DISP	Fuel Surcharge	FP ADMIN	FP FF	IND AMT BILLED	Last Year FY2024	Difference fm last year	% Increase	Waste Mgt Rate
SWR001	R	Residential	23.42	5.23	0.00	2.94	3.16	34.75	32.73	2.02	6.17%	28.65
SWC002	C	Commercial curb 1x week	20.22	10.20	0.00	2.94	3.34	36.70	33.88	2.82	8.31%	30.42
SWC001	C	Commercial curb 2x week	25.82	10.81	0.00	2.94	3.96	43.53	40.35	3.18	7.87%	36.63
SWC003	C	1-2yd X 1 WEEK	54.91	56.62	0.00	2.94	11.45	125.92	102.88	23.04	22.39%	111.53
SWC004	C	1-2yd X 2 WEEK	109.83	113.23	0.00	2.94	22.60	248.60	202.54	46.06	22.74%	223.06
SWC037	C	1-2yd X 3 WEEK	164.74	169.85	0.00	2.94	33.75	371.28	302.21	69.07	22.86%	334.59
	C	1-2yd X 4 WEEK	219.62	226.46	0.00	2.94	44.90	493.92	401.81	92.11	22.92%	446.08
		1-2yd X 5 WEEK	274.52	283.08	0.00	2.94	56.05	616.59	501.48	115.11	22.95%	557.60
		1-2yd X 6 WEEK	329.44	339.66	0.00	2.94	67.20	739.24	601.12	138.12	22.98%	669.10
SWC005	C	1-4yd X 1 WEEK	101.96	113.23	0.00	2.94	21.81	239.94	194.24	45.70	23.53%	215.19
SWC006	C	1-4yd X 2 WEEK	203.86	226.46	0.00	2.94	43.33	476.59	385.19	91.40	23.73%	430.32
SWC020	C	1-4yd X 3 WEEK	305.85	339.69	0.00	2.94	64.85	713.33	576.22	137.11	23.79%	645.54
	C	1-4yd X 4 WEEK	407.76	452.93	0.00	2.94	86.36	949.99	767.17	182.82	23.83%	860.69
		1-4yd X 5 WEEK	509.71	566.16	0.00	2.94	107.88	1,186.69	958.18	228.51	23.85%	1,075.87
		1-4yd X 6 WEEK	611.64	679.40	0.00	2.94	129.40	1,423.38	1,149.15	274.23	23.86%	1,291.04
SWC008	C	1-6yd X 1 WEEK	141.15	169.85	0.00	2.94	31.39	345.33	277.29	68.04	24.54%	311.00
SWC009	C	1-6yd X 2 WEEK	282.38	339.69	0.00	2.94	62.50	687.51	551.43	136.08	24.68%	622.07
SWC022	C	1-6yd X 3 WEEK	423.49	509.54	0.00	2.94	93.60	1,029.57	825.45	204.12	24.73%	933.03
	C	1-6yd X 4 WEEK	564.68	679.39	0.00	2.94	124.70	1,371.71	1,099.54	272.17	24.75%	1,244.07
		1-6yd X 5 WEEK	705.84	849.23	0.00	2.94	155.80	1,713.81	1,373.61	340.20	24.77%	1,555.07
		1-6yd X 6 WEEK	846.98	1,019.08	0.00	2.94	186.90	2,055.90	1,647.66	408.24	24.78%	1,866.06
SWC011	C	1-8yd X 1 WEEK	156.88	226.46	0.00	2.94	38.63	424.91	335.57	89.34	26.62%	383.34
SWC012	C	1-8yd X 2 WEEK	313.70	452.93	0.00	2.94	76.96	846.53	667.82	178.71	26.76%	766.63
SWC018	C	1-8yd X 3 WEEK	470.56	679.39	0.00	2.94	115.29	1,268.18	1,000.13	268.05	26.80%	1,149.95
	C	1-8yd X 4 WEEK	627.39	905.85	0.00	2.94	153.62	1,689.80	1,332.39	357.41	26.82%	1,533.24
		1-8yd X 5 WEEK	784.25	1,132.31	0.00	2.94	191.95	2,111.45	1,664.71	446.74	26.84%	1,916.56
	C	1-8yd X 6 WEEK	941.11	1,358.78	0.00	2.94	230.28	2,533.11	1,997.01	536.10	26.85%	2,299.89
SWC007		2-4yd X 1 WEEK	203.92	226.46	0.00	2.94	43.33	476.65	385.24	91.41	23.73%	430.38
SWC010		2-6yd X 2 WEEK	564.76	679.38	0.00	2.94	124.71	1,371.79	1,099.63	272.16	24.75%	1,244.14
SWC013		2-6yd X 1 WEEK	282.30	339.70	0.00	2.94	62.49	687.43	551.34	136.09	24.68%	622.00
SWC014		2-8yd X 1 WEEK	313.76	452.92	0.00	2.94	76.96	846.58	667.90	178.68	26.75%	766.68
SWC015		1-2ydX 1 WK, 2-4ydX 2 WK	462.63	509.54	0.00	2.94	97.51	1,072.62	866.79	205.83	23.75%	972.17
SWC016		8ydX3 WK & CC X 1 WK	490.78	689.59	0.00	2.94	118.33	1,301.64	1,030.78	270.86	26.28%	1,180.37
SWC017		1-2yd 1-4yd X 1 WEEK	156.87	169.85	0.00	2.94	32.97	362.63	293.89	68.74	23.39%	326.72
SWC019		2-8yd & 4yd X 1 WEEK	415.72	566.15	0.00	2.94	98.48	1,083.29	858.90	224.39	26.13%	981.87
SWC021		2-2yd X 1 WK, 1-2yd X 2 WK	219.65	226.47	0.00	2.94	44.91	493.97	401.84	92.13	22.93%	446.12
SWC023		2-4yd X 2 WEEK	407.72	452.92	0.00	2.94	86.36	949.94	767.14	182.80	23.83%	860.64
SWC024		2-2yd X 2 WEEK	219.66	226.46	0.00	2.94	44.91	493.97	401.85	92.12	22.92%	446.12
SWC025		8yd X 4 WK & CC X 1 wk	647.61	916.05	0.00	2.94	156.66	1,723.26	1,363.03	360.23	26.43%	1,563.66
SWC026		2yd & 4yd X 2 Week	313.69	339.69	0.00	2.94	65.63	721.95	584.50	137.45	23.52%	653.38
SWC027		8yd X 5 WK & CC X 1WK	804.47	1,142.51	0.00	2.94	194.99	2,144.91	1,695.35	449.56	26.52%	1,946.98
SWC028		2-8yd x 2	627.40	905.86	0.00	2.94	153.62	1,689.82	1,332.41	357.41	26.82%	1,533.26
SWC029		2-2yd X 1 WEEK	109.82	113.24	0.00	2.94	22.60	248.60	202.53	46.07	22.75%	223.06
SWC030		3-2yd X 1 WEEK	164.73	169.86	0.00	2.94	33.75	371.28	302.18	69.10	22.87%	334.59
SWC031		2-4yd 4-RES	284.80	267.26	0.00	2.94	55.50	610.50	507.83	102.67	20.22%	552.06
SWC032		3-8yd X 2 WEEK	941.10	1,358.79	0.00	2.94	230.28	2,533.11	1,997.00	536.11	26.85%	2,299.89
SWC033		2-CC X 2 WEEK	51.64	21.62	0.00	2.94	7.62	83.82	77.46	6.36	8.21%	73.26
SWC034		2 yd & 6yd X 1	196.06	226.47	0.00	2.94	42.55	468.02	376.94	91.08	24.16%	422.53
SWC035		6yd X 3 & CC X 1	443.71	519.74	0.00	2.94	96.64	1,063.03	856.10	206.93	24.17%	963.45
SWC036		6yd X 5 WK & CC X 1 WK	726.06	859.43	0.00	2.94	158.84	1,747.27	1,404.26	343.01	24.43%	1,585.49
SWR003		RES/STP/MLTP		18.44	0.00	2.94	2.14	23.52	23.52	0.00	-0.01%	18.44

The Villages
DAILY SUN

Published Daily
Lady Lake, Florida
State of Florida
County Of Lake

Before the undersigned authority personally appeared **Amber Sevison**, who on oath says that she is Legal Ad Coordinator of the DAILY SUN, a daily newspaper published at Lady Lake in Lake County, Florida with circulation in Lake, Sumter and Marion Counties; that the attached copy of advertisement, being a Legal # **01232816** in the matter of

NOTICE OF PUBLIC HEARING

was published in said newspaper in the issues of

FEBRUARY 2, 2025

Affiant further says that the said Daily Sun is a newspaper published at Lady Lake in said Lake County, Florida, and that the said newspaper has heretofore been continuously

published in said Lake County, Florida each week and has been entered as second-class mail matter at the post office in Lady Lake, in said Lake County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisements; and affiant further says that he has neither paid nor promised any person, firm, or Corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for Publication in the said newspaper.

(Signature Of Affiant)

Sworn to and subscribed before me this 3

day of February 2025.

Robin L. Baldeschwieler

Robin L. Baldeschwieler, Notary

Personally Known X or
Production Identification
Type of Identification Produced

ROBIN L. BALDESCHWIELER
Notary Public - State of Florida
Commission # HH 588770
My Comm. Expires Oct 10, 2028
Bonded through National Notary Assn.

NOTICE OF PUBLIC HEARING ORDINANCE 2025-007

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, ADOPTING RATES FOR THE PROVISION OF WASTE MANAGEMENT SERVICES TO THE RESIDENTS OF THE CITY OF FRUITLAND PARK; PROVIDING FOR CONFLICTS AND SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE OF ORDINANCES; PROVIDING FOR SCRIVENER'S ERRORS AND PROVIDING FOR AN EFFECTIVE DATE.

(The first reading was held on January 23, 2025.)

The proposed Ordinance will be considered at the following public meetings:

City Commission 2nd Reading Thursday, February 13, 2025 @ 6:00 p.m.

This meeting is open to the public and this ordinance will be presented for public hearing by the City of Fruitland Park City Commission at its regular meeting to be held on Thursday, February 13, 2025, at 6:00 p.m. in the commission chambers of city hall, 506 West Berckman Street, Fruitland Park, Florida 34731. This meeting is open to the public and hearings may be continued as determined by the commission from time to time, to a time certain. The proposed ordinance may be reviewed and inspected by the public during normal working hours at city hall. For further information, please call (352) 360-6790. Interested parties may appear at the meetings and will be heard with respect to the proposed ordinance.

Anyone requiring special accommodation at this meeting because of disability or physical impairment should contact the city clerk's office at city hall (352) 360-6727 at least forty-eight (48) hours prior to the hearing. (Florida Statutes 286.26). Interested parties may appear at the meeting and be heard with respect to the proposed ordinance.

If a person decides to appeal any decision made by the city commission with respect to any matter considered at such meeting or hearing, he or she will need a record of the proceedings. For such purposes, any such person may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. The city does not provide verbatim records. (Florida Statutes 286.0105)

#01232816 February 2, 2025

CITY OF FRUITLAND PARK
AGENDA ITEM SUMMARY SHEET
Item Number: 8b

ITEM TITLE: **CITY ATTORNEY REPORT**

MEETING DATE: **February 13, 2025**

DATE SUBMITTED: February 4, 2025

SUBMITTED BY: City Attorney

Wayne Goodridge and Tammy Goodridge v. City of Fruitland Park, Lake County Case No. 2022-CA-1628: On May 1, 2024 the Stipulated Civil Case Management Order Requiring Disclosures was entered by Judge Takac. Trial is ordered to occur within 12 months of the Order being entered (May 1, 2025). On June 18, 2024 the Court approved the substitution of counsel. Plaintiffs' attorney is now Zachary J. McCormick. There has been no activity by Plaintiff since June 18, 2024. On November 20, 2024 the City filed Defendant's Response to Plaintiff's Request for Production. The deadline to complete discovery was November 27, 2024. A jury trial is scheduled to occur during the month of April 2025.

FUNDS BUDGETED: **N/A**

ATTACHMENT: **N/A**

RECOMMENDATION: **N/A**

ACTION: **N/A**