HONORING THE 100TH BIRTHDAY OF

HELEN M. ENDICOTT YORK

WHEREAS, Helen M. Endicott York was born on September 4, 1926, in Enfield, Illinois, and on September 4, 2026, celebrates the extraordinary milestone of her 100th birthday; and

WHEREAS, Helen married Delmon Leon, known by all as "Shorty," and together they raised four daughters Karen, Kathy, Kristy, and Karol and built a family whose legacy now includes six grandchildren, nine great-grandchildren, and eight great-great-grandchildren; and

WHEREAS, the family moved to Clewiston in June 1962, where Helen joined First United Methodist Church that same year and remains a faithful member to this day; and

WHEREAS, Helen shared her time and talents with her church by singing in the choir for 58 years and teaching Sunday School, enriching generations through her faith, service, and example; and

WHEREAS, throughout her working life Helen served as a skilled and trusted bookkeeper, including positions with Redish, Bamberg Motors, and John Perry, CPA, while also keeping books from her home for many small businesses in the community well into her early nineties; and

WHEREAS, Helen contributed generously to civic and community life as a member of the Garden Club and a very active member of the Elks Lodge; and

WHEREAS, Helen began organizing the York Family Reunion 15 years ago and attended faithfully through the 2024 reunion held in Illinois, helping preserve the bonds, stories, and traditions of her family; and

WHEREAS, Helen's century of life reflects devotion to family, faith, work, and community, and her enduring example is worthy of the highest admiration and celebration;

NOW, THEREFORE, BE IT PROCLAIMED that the City of Clewiston proudly honors and congratulates Helen M. Endicott York on her 100th birthday and extends heartfelt wishes for a joyous celebration surrounded by the family, friends, and community whose lives she has so deeply touched.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the official seal to be affixed this **17th** day of **August** 2026.

_____ _____

James Pittman, Mayor Fransheska Berrios, City Clerk

Agenda Item Memorandum

TO: City of Clewiston Commission

FROM: Tico Salgado, Chief of Police

DATE: August 17, 2026

SUBJECT: Redspeed USA

Background:

The Police Department received a Redlight camera enforcement proposal from RedSpeed USA. This proposal focuses on the implementation and management of Redlight enforcement by RedSpeed USA.

Financial Impact: Revenue Receipts to be determined

Attachments:

- **a.** Sample Agreement
- **b.** Sample Ordinance
- **c.** Traffic Study

Actions/Options/Recommendations: No action required. Presentation only.

DRAFT AGREEMENT

BETWEEN

THE CITY OF CLEWISTON

AND

REDSPEED FLORIDA LLC

THIS AGREEMENT (this "Agreement") is made effective as of the __ day of _____, 2026 (the "Effective Date"), by and between the **CITY OF CLEWISTON, FLORIDA,** a Florida municipal corporation, (the "City"), and **REDSPEED FLORIDA LLC,** a Florida Limited Liability Company (hereinafter, the "Redspeed"). Collectively, the City and Redspeed are referred to as "Parties."

WHEREAS, Redspeed has the exclusive knowledge, possession, and ownership of certain equipment, licenses, and processes referred to collectively as the Red Light Enforcement System ("RLE System"); and

WHEREAS, the City desires to use the RLE System to enforce violations of Sections 316.074(1) and 316.075(1)(c)1., Florida Statutes, and issue citations for such traffic violations in accordance with Sections 316.008(8) and 316.0083, Florida Statutes; and

WHEREAS, the Clewiston Police Department("CPD") issued a Request for Proposal (RFP) dated February 16, 2025, for Traffic Safety Camera Program services utilizing a red light camera enforcement system (the "Services") and awarded Redspeed a contract as the highest qualified firm to provide the Services; and

WHEREAS, the Parties wish to incorporate the terms and conditions of the Agreement between Redspeed and CPD dated July 7, 2024 ("CPD Agreement"), attached hereto as Exhibit "A," into this Agreement for the provision of the Services utilizing Redspeed's RLE System, except as otherwise modified or amended herein; and

WHEREAS, prior to initiating a camera program the City Commission has adopted or will adopt an ordinance, which authorizes City to utilize the RLE Systems and provides for the implementation and operation of such program by Redspeed, as an agent of the City.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the City and Redspeed agree as follows:

1. **Recitals Incorporated.** Each of the above-stated recitals are hereby adopted, confirmed, and incorporated herein.

2. **Incorporation of Contract.** The terms and conditions of the CPD Agreement, attached hereto as Exhibit "A," are incorporated as though fully set forth herein. Except as otherwise specifically set forth or modified herein, all terms in the CPD Agreement are hereby ratified and affirmed and shall remain unmodified and in full force and effect in accordance with its terms.

3. **Conflicts.** In the event of any conflict or ambiguity between the terms and provisions of this Agreement and the terms and provisions of the CPD Agreement, the terms and provisions of this Agreement shall control.

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

5. **Compensation.** Compensation to Redspeed for the Services shall be in accordance with the Proposal attached hereto as Exhibit "B."

6. **Term.** This Agreement shall be from the Effective Date through three (3) years thereafter. The City Manager may renew this Agreement for three (3) additional one-year periods on the same terms as set forth herein upon written notice to Redspeed after a public hearing before the City Commission relating to the renewal of this Agreement, as required by Chapter 316, Florida Statutes.

7. **Amending Section 4 of the CPD Agreement.** Section 4, "Program Management," of the CPD Agreement is hereby amended to read as follows:

8. **Program management.** The City's Red Light Camera Program shall be administered in accordance with Article IV, "Traffic Infraction Detectors," of Chapter 70, "Traffic and Vehicles," of the Clewiston Code of Ordinances, and Chapters 162 and 316, Florida Statutes.

9. **Choice of Law & Forum.** Contractor agrees that any and all agreements and transactions and performances resulting from this Agreement will be governed by the laws of the State of Florida, and the venue for any legal action will be Hendry County, Florida. Contractor shall meet all State and Federal certification requirements, and any other applicable laws, codes, rules, regulations and standards throughout the performance term relative to the Agreement.

10. **Public Records Law.** Contractor shall comply with Florida public records laws and, in accordance with s. 119.0701 F.S., shall specifically:

    A. Keep and maintain public records required by the City to perform the service.

    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 copied within a reasonable time at a cost that does not exceed the cost provided in F.S. Chapter 119 or as otherwise provided by law.

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

    D. Upon completion of the contract, transfer, at no cost, to the City all public records in possession of the Contractor or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records upon completion of the contract, the Contractor shall 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, the Contractor shall 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 THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF THE PUBLIC RECORDS AT 863-983-1484, FRANSHESKA.BERRIOS @CLEWISTON-FL.GOV, 115 WEST VENTURA AVENUE, CLEWISTON, FL 33440

11. **Permits.** The Contractor will secure and pay for construction permits, licenses, drawings, and will pay all governmental charges and inspections fees which are applicable and necessary for the execution of the Work at the time of this Proposal. In addition, but not limited to, the Contractor will be responsible for re-inspections, fines, notice of commencement, underground piping, building, electrical, mechanical and structural permits. The Contractor will also pay all public utility charges. All required building and other permits shall be obtained before beginning installation. Any delays associated with the permitting process will be considered for time extensions only and no damages or additional compensation for delay will be allowed. The Contractor shall be on site during all scheduled permit inspections.

12. **Signage Requirements.** The installation and operation of traffic safety camera systems, including any required signage, shall be in accordance with Chapter 316, Florida Statutes, all applicable regulations of the Florida Department of Transportation ("FDOT") and the Florida Department of Highway Safety and Motor Vehicles ("FLHSMV"), and the terms of any Memorandum of Understanding or other written agreement that may be entered into between CPD and Hendry County

13. **No Discretionary Selection of Images:** Notwithstanding anything in the Agreement to the contrary, the Contractor does not have discretion to select which images and data related to potential red- light violations are sent to CPD to review for the possible issuance of notices of violations or uniform traffic citations, as follows:

    Business Rules Questionnaire ("BRQ"): CPD has made and/or will continue to make administrative, ministerial, and process decisions on behalf of CPD concerning the specific manner in which images and data related to potential red-light violations are to be reviewed prior to issuance of Notices of Violation and/or Uniform Traffic Citations, and to cause such decisions to be documented in the BRQ. The Contractor has always and shall continue to review the images and data related to potential red-light violations in accord with these specific instructions provided to the Contractor by CPD in the BRQ, together with any other specific written instructions provided by CPD and agreed to by the Contractor. The Contractor shall forward to CPD only images of potential red-light violations that satisfy the specific instructions provided to the Contractor by CPD in the BRQ. In the event of any conflict between the Agreement and the BRQ concerning the manner in which images and data related to potential red-light violations are to be reviewed prior to issuance of Notices of Violation and/or Uniform Traffic Citations, the BRQ shall control.

14. **Citation Issuance:** The Contractor shall not automatically print and mail Uniform Traffic Citations upon the failure of a recipient of a Notice of Violation to timely pay the fine imposed by that Notice of Violation unless otherwise authorized by CPD, as follows:

Uniform Traffic Citation Procedure: Upon the failure of a recipient of a Notice of Violation to timely respond, the Contractor will place the violation images and data that are the subject of the Notice of Violation in a review queue in the review system providing for a second review by the CPD. The sole and exclusive criteria the Contractor should apply in determining whether violation data is forwarded for a second review is whether the recipient of the Notice of Violation has failed to timely respond. CPD will then review the images and data that are the subject of the Notice of Violation to determine whether a Uniform Traffic Citation should be issued and CPD will advise the Contractor of the result of that review through the review system. CPD's decision whether or not to issue a Uniform Traffic Citation shall constitute the issuing official's authorization and instruction to the Contractor to cause a Uniform Traffic Citation with the official's electronic signature upon it to be printed and mailed to the recipient of the Notice of Violation. Upon receipt of such authorization, the Contractor shall then cause a Uniform Traffic Citation to be printed with the official's electronic signature and mailed to the recipient of the Notice of Violation as required by applicable law. The Contractor's involvement in the issuance of Uniform Traffic Citations will be limited to these ministerial functions.

15. **Remittance of Collected Fines and Costs.** All fines and costs collected pursuant to the City of Clewiston Traffic Safety Camera Program must be remitted in accordance with Florida law, including Florida Statute §316.0083, to City of Clewiston. The Contractor shall remit all fines collected to the City of Clewiston for remittance. No fines or monies shall be remitted to CPD by the Contractor. No monies shall be remitted by CPD to the Contractor. Any monies paid to the Contractor shall be from City of Clewiston. CPD will be reimbursed for personnel time only, from City of Clewiston. Pursuant to Florida law, the required fine remittance breakdown is as follows:

    A. Seventy dollars shall be remitted to the Department of Revenue for deposit into the General Revenue Fund.

    B. Ten dollars shall be remitted to the Department of Revenue for deposit into the Department of Health Emergency Medical Services Trust Fund.

    C. Three dollars shall be remitted to the Department of Revenue for deposit into the Brain and Spinal Cord Injury Trust Fund.

    D. Seventy-five dollars shall be retained by the City of Clewiston enforcing the ordinance enacted.

16. **Procedures for Processing payments.** Contractor shall be responsible for processing payments of Civil Fees paid pursuant to Notices of Violation and/or Uniform Traffic Citations. Contractor shall provide payment means through mail, telephone, and on-line processes. CONTRACTOR shall track all payments and handle all applied payments, unapplied payments, overpayments, refunds, adjustments, dismissals, and reversals. The Contractor is authorized to charge, collect, and retain a convenience fee of up to five percent (5%) for each electronic payment processed. Such fees are paid by the violator. CPD and/or City of Clewiston will not receive any of said convenience fee. CPD assumes no liability, responsibility, or control for said convenience fees sought by Contractor.

    Contractor shall submit invoices to CPD for approval relating to all applicable fees for services rendered by Contractor pursuant to this Agreement. Along with the invoice, Contractor shall provide information to City

of Clewiston, in a format acceptable to CPD and City of Clewiston, supporting the invoice amounts forwarded by Contractor. In addition, CPD and City of Clewiston shall have access or may designate another government entity to have access to Contractor's financial records evidencing payments for all paid red-light violati9ns at the designated Intersections upon CPD or City of Clewiston's request.

17. **Access Rights.** CPD shall retain access rights for all metadata, business intelligence, and analytics generated, gathered or mined by the camera systems.

18. **Indemnification/Sovereign Immunity.** The Contractor will indemnify and hold harmless CPD and its employees and agents from and against all liabilities, claims, damages, losses, and expenses, including attorney's fees arising out of or resulting from the performance of its work or for services provided pursuant to this Agreement.

    In any and all claims against CPD or any of its employees or agents by any employee of the Contractor, any Subcontractor, anyone directly or indirectly employed by Contractor or Subcontractor, or anyone for whose acts any of them may be liable, the indemnification obligation under the previous paragraph shall not be limited in any way as to the amount or type of damages, compensation or benefits payable by or for the Contractor or any Subcontractor under worker's compensation acts, disability benefit acts, or other employee benefit acts.

    CPD, as a Constitutional Officer of the State of Florida, as well as CPD employees and agents, are entitled to and do not waive any immunities or limitations of liabilities provided in Florida or Federal Statutes, including but not limited to Florida Statute §768.28, or the Federal Tort Claims Act, 28 U.S.C. 2671 et seq.

19. **Certificate of insurance.** No Work shall commence in connection with this Agreement until the Contractor and any Subcontractor(s) have met the insurance requirements listed below and obtained approval of such by CPD. These policies, obtained at the Contractor's own expense, shall show Chad Chronister, Sheriff of City of Clewiston, as additional named insured; include the severability of interest provision; provide that all liability coverage required under the Agreement is primary to any liability insurance carried or any self-insurance programs of CPD; and shall be maintained throughout the life of this Agreement. All insurance policies shall be with insurers qualified and doing business in the State of Florida. CPD must be notified within sixty calendar days of cancellation, non-renewal, or change in the insurance coverage.

    A. Worker's Compensation Insurance. Worker's Compensation Insurance must meet statutory minimum requirements for all employees connected with the Work of this project and in case any Work is sublet, the Contractor shall require the subcontractor similarly to provide Worker's Compensation Insurance for all the latter's employees unless such employees are covered by the protection afforded by the Contractor. Such insurance shall comply fully with the Florida Worker's Compensation Law. In case any hazardous Work under this Contract at the site of the project is not protected under the Worker's Compensation statute, the Contractor shall provide, and cause each subcontractor to provide, adequate insurance satisfactory to CPD for the protection of their employees not otherwise protected. The minimum amounts required are as follows:

Employer's Liability:	$100,000 Limit each Accident
$500,000 Limit each Aggregate	
$100,000 Limit Disease each employee	

B. Contractor's Public Liability and Property Damage Insurance. Comprehensive General Liability Insurance (including operations, completed operations, products, contractual, and owners and contractors protective liability) and Comprehensive Automobile Liability Insurance which shall protect the Contractor from claims for damage and personal injury, including accidental death, as well as claims for property damage which may arise from operations under this Agreement, whether such operations be by the Contractor or by anyone directly or indirectly employed by the Contractor, shall be the minimum limits as follows:

Comprehensive General	$300,000 bodily injury and property damage combined single limit
Automobile	$300,000 bodily injury and property damage combined single limit.

C. Professional Liability Insurance. Professional Liability Insurance shall meet the following minimum amounts:

$500,000 per occurrence; and

$1,000,000 aggregate.

D. Comprehensive Insurance Coverage. Comprehensive General Liability and Automobile Liability Insurance which shall protect the Contractor from claims for damage for personal injury, including accidental death, as well as claims for property damage which may arise from operations under this Contract whether such operations be by the Contractor or by anyone directly or indirectly employed by the Contractor. The minimum amounts of such insurance shall be as follows:

Commercial/Comprehensive	$300,000 per person per occurrence
General Liability: Bodily Injury	$300,000 per occurrence
Property Damage	$300,000 combined single limit bodily injury and property damage
Automobile Liability	$1,000,000 combined single limit each occurrence
Garage Liability	$100,000 collision and comprehensive per Vehicle
Garage Keepers Liability	

20. Completion of Work and Liquidated Damages. The Contractor shall Work diligently and shall complete the entire Work, ready for use, by the time allotted in the specifications. The time stated

for completion shall include final cleanup of premises. Failure to complete the Work in the time stated shall result in an assessment as liquidated damages of $250 for each calendar day this Work remains incomplete. Deduction will be made from the Contractor's final pay.

The Contractor's attention is directed to the fact that it is likely to rain on occasion during the life of this Contract. The Contractor should expect a substantial number of days that they will be unable to Work due to rain and/or wet conditions. It is the Contractor's responsibility to schedule their Work so that lost time for rain and/or wet conditions is made up. No additional time shall be granted to the Contractor for rain and/or wet conditions. However, if there is any time extension required for unforeseen conditions or unfavorable weather days, the Contractor is required to submit proper documentation to CPD for time extension consideration.

21. **Closeout.** Upon receipt of the request from the Contractor, CPD shall review the Work for substantial completion and create a punch list of deficiencies to be corrected by the Contractor. When CPD determines the Contractor has adequately addressed the punch list, provided copies of all inspections or evidence of other compliance with government requirements, completed demobilization and satisfactory site cleanup, provided executed lien releases, and all warranty information and documentation, CPD will provide Contractor written notice of completion. Warranty/Guarantee periods will commence at the issuance of said written notice.

22. **Assignment.** The Contractor will not assign, transfer, convey, or otherwise dispose of this Agreement or any part thereof, or of its right, title, or interest therein or its power to execute this Agreement or any amendment or modification hereto, to any other person, company or corporation, without prior written consent of CPD. Sale of a majority of corporate stocks, filing for bankruptcy or reorganization shall be considered an assignment.

23. **Default.** The Agreement may be canceled or nullified by CPD's CFO in whole, or in part, by written notice of default to the Awarded Contractor(s) upon non-performance or violation of Agreement terms. An award may be made to the next best responsive Proposal and responsible Proposer based on evaluation, or articles specified may be purchased on the open market similar to those so terminated. Failure of the Contractor to deliver service, materials, or items within the time stipulated in the Proposal, unless extended in writing by the CPD, shall constitute a default. Awarded Contractors who default on contracts may be removed from CPD's Supplier List and determined ineligible for future contracts at CPD's discretion.

24. **E-verify Requirement.** Pursuant to §448.095, Florida Statute, CPD requires the Contractor, and any and all subcontractors, to register with and use the E-Verify system to verify the work authorization status of all newly hired employees. If the Contractor enters into a contract with a subcontractor, the subcontractor must provide the Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract. If CPD has a good faith belief that the Contractor has knowingly violated §448.09(1), Florida Statute, the contract will be terminated. If CPD has a good faith belief that a subcontractor knowingly violated this subsection, but the Contractor otherwise complied with this

subsection, CPD will promptly notify the Contractor and order the Contractor to immediately terminate the contract with the subcontractor. Termination of any and all contracts and/or subcontracts as provided above does not constitute a breach of contract and may not be considered as such. If CPD terminates a contract with a Contractor as provided above, the Contractor may not be awarded a contract for at least one (1) year after the date on which the contract was terminated. The Contractor is liable for any additional costs incurred by CPD as a result of the termination of the contract.

25. **Emergency.** If and when an emergency requirement should occur, the CPD reserves the right to deviate from this Contract and procure the item(s) from the most available source.

26. **Non-Discrimination.** Contractor shall not discriminate against any client, employee or applicant for employment because of race, age, color, religion, sex, sexual orientation, sexual preference, national origin, physical or mental disability, marital status, or medical status. Contractor shall comply with all applicable sections of the Americans with Disabilities Act. The Contractor agrees that compliance with this provision constitutes a material condition to this agreement, and that it is binding upon the Contractor, its successors, transferees, and assignees for the period during which services are provided. The Contractor further agrees to ensure that its independent contractors/subcontractors are not in violation of the terms of this provision.

27. **Confidentiality of CPD Operations.** To the extent permitted by law, Contractor shall not at any time, in any manner, either directly or indirectly, communicate to any person, firm, corporation, or other entity any information of any kind concerning any matter affecting or relating to the business of CPD, including, but not limited to, its manner of operation, its plans, computer systems, processes, or other data of any kind, nature or description. The parties stipulating that as between them, the aforementioned matters are important, material, and confidential and gravely affect the effective and successful conduct of the business of CPD, and its goodwill, and that any breach of the terms of this paragraph is a material breach of this Contract. Contractor acknowledges that a breach of this confidentiality will cause irreparable injury to CPD that the remedy at law for any such violation or threatened violation will not be adequate and CPD shall be entitled to temporary and permanent injunctive relief. The provisions of this clause shall remain in full force and effect and enforceable even after the expiration of the contract. At the option of CPD, employees and/or subcontractors of Contractor that will be working on this contract will be required to electronically sign a confidentiality agreement.

28. **Severability.** In the event any provisions of this Agreement are held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of the terms and conditions of this Agreement which shall remain in full force and effect and enforceable.

29. **Enforcement.** In the event either Party to this Agreement incurs legal expenses or costs to enforce these terms and conditions, the prevailing party shall be entitled to recover the costs of

such action so incurred, including, without limiting, reasonable attorney's fees and costs.

30. **No Third-Party Beneficiaries.** This Agreement is for the benefit of the Parties hereto, and is not entered into for the benefit of any other person or entity. Nothing in these terms and conditions shall be deemed or construed to create or confer any benefit, right or cause of action for any third party or entity.

31. **Termination.** This Agreement and the Parties' performance may be terminated upon the following events:

A. Termination by Mutual Agreement. In the event the Parties mutually agree in writing, this Agreement may be terminated on the terms and dates stipulated therein.

B. Termination Without Cause. CPD shall have the right to terminate the Agreement without cause by providing the Contractor with thirty (30) calendar day written notice.

C. Termination for Cause. In the event of a material breach of these terms and conditions, either Party may provide the other Party with written notice of the material breach. The other Party shall have thirty (30) days from the date of its receipt of such notification to cure such material breach. If the material breach is not cured within that time period, the non-breaching Party may terminate their performance and the Parties' relationship immediately. Material breaches shall include but are not limited to, violations of Governing Standards, violations of state or federal laws, violations of CPD's policies and procedures, violations of these terms and conditions.

D. Immediate Termination by CPD. CPD, in its sole discretion, may terminate the Contract immediately upon the occurrence of any of the following events:

1. Contractor's violation of the Public Records Act;
2. The insolvency, bankruptcy, or receivership of Contractor;
3. Contractor's violation or non-compliance with the Nondiscrimination provision of this Agreement;
4. Contractor fails to maintain insurance in accordance with the Insurance provisions of this Agreement;
5. Contractor is found to have been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activity in the Iran Petroleum Energy Sector List or been engaged in business operations in Cuba or Syria;
6. Contractor is found to have been placed on the on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of lsrael;
7. The City of Clewiston notifies CPD that it no longer wishes to participate in or fund the CPD Traffic Safety Camera Program.

a. Neither the expected termination nor the expiration of the Agreement shall relieve Contractor, its employees, or independent contractors from their contractual duty and ethical obligation to provide or arrange for services until the date of termination.
b. Notwithstanding any other provisions of these terms and conditions, the Contractor's duty

to indemnify and defend CPD as set forth in this Agreement shall survive the termination or expiration of the Agreement.

8. **Transition Agreement.** Unless otherwise agreed-upon between the Parties, the Transition Agreement shall provide for the following issues to be completed within thirty (30) days of the termination of the Agreement:

   a. The Contractor shall provide to CPD all evidence package data and information for pending violations. The evidence package data and information shall be delivered to CPD on removable media. Upon delivery of said evidence package data and information, CPD will be a records custodian of the data and information for those alleged red-light violations. The Contractor will no longer be required to maintain the data and information provided to CPD and shall no longer be a custodian of records for any of said data or information. However, the Contractor remains responsible for complying with any applicable Florida laws, including Chapter 119, Florida Statutes;

   b. The Contractor will terminate use of their System for The City of Clewiston's red-light violations. CPD will, except for pending enforcement cases, cease using the Contractor's systems and any other intellectual property of the Contractor, as agreed to in the Transition Agreement;

   c. The Contractor will cease processing of violation payments. The Contractor will refer all payment processing issues or questions to CPD;

   d. The Contractor will maintain ownership of all equipment related to the Clewiston's Traffic Safety Camera Program (including but not limited to: cameras, camera housings, camera controllers, controller housings, radar units, radar unit housings, poles, and other above and below ground equipment at all sites) and will provide CPD with a proposed schedule for the removal of said Contractor's equipment. Such removal shall be at no cost to CPD. Once said removal schedule is approved by CPD, the Contractor shall remove said equipment pursuant to the schedule. Subject to CPD's approval and the written approval of the appropriate authorities (such as the Florida Department of Transportation and/or Hendry County), the Contractor may be relieved of its obligation to remove the above-described equipment related to the City of Clewiston Traffic Safety Camera Program. Once said equipment is removed, the Contractor will restore the designated intersections to substantially the same condition as they were in immediately prior to this Agreement, except for foundation removal, which shall be left approximately flush with grade and no exposed rebar, steel or other hazards, at no cost to CPD. CPD shall bear no responsibility or liability as related to the removal of the Contractor's equipment or the conditions of the after removal;

   e. The Contractor will deliver to CPD any and all proprietary property that CPD provided to the Contractor pursuant to this Agreement; CPD will deliver to the Contractor any and all proprietary property of the Contractor provided to CPD pursuant to this Agreement, other than such equipment installed by the Contractor

along the roadways for the City of Clewiston Traffic Safety Camera Program;

f. The Contractor will deliver to CPD a final electronic file regarding the collection of data and the issuance of violations and citations in a standard format and for such periods as CPD may reasonably request, and which electronic file the Contractor shall update or supplement from time to time when and if additional data or information becomes available; the Contractor will provide CPD all data pertaining to outstanding payments due and owing pursuant to the City of Clewiston Traffic Safety Camera Program and potential payments due the Contractor;

g. The Transition Agreement will also resolve any other outstanding issues and fees related to the City of Clewiston Traffic Safety Camera Program and the termination of the Agreement.

32. Continued Cooperation. After the Agreement is tenanted, CPD and the Contractor shall continue to cooperate as necessary to ensure the efficient and orderly processing of red-light violations and the resolution of any issues that may arise regarding violations which occurred prior to the date of termination of the Agreement or during the transition period. This includes such assistance by the Contractor to CPD as CPD may reasonably request enforcing violations issued prior to the termination of the Agreement.

33. Foreign Influence. Contractor represents and warrants that it has made any applicable disclosures to CPD which are required under Florida Statute §286.101(3)(a), pertaining to business transactions with a foreign country of concern as more fully defined within said statute.

34. Remedy of Right to Seek Substitute Performance. If the Contractor or its sub-contractors (if any), defaults or neglects to carry out the work in accordance with this Agreement and fails within a ten (10) day period after receipt of written notice from CPD to commence and continue correction of such default or neglect with diligence and promptness, CPD may, without prejudice to other remedies CPD may have, correct such deficiencies. In such case an appropriate deduction shall be made from payments then or thereafter due to Contractor in the amount of the reasonable cost of correcting such deficiencies by CPD. Notwithstanding the foregoing or any other provision within this Agreement to the contrary, CPD has a right to claim an anticipatory breach of the contract by Contractor and can demand assurance of performance at any time and if said assurance of performance from Contractor is inadequate, CPD at its sole discretion may immediately impose the remedy of substitute performance described herein without tendering any further notices to Contractor.

35. Sovereign Immunity. Nothing herein is intended to serve as a waiver of sovereign immunity by the City nor shall anything included herein be construed as consent to be sued by third parties in any matter arising out of this Agreement or any other contract. The City is subject to section 768.28, Florida Statutes, as may be amended from time to time.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed on the __TBD____ of _____.

EXHIBIT "B"

RedSpeed Florida, LLC is pleased to propose the industry's most advanced platform of Red Light Camera Enforcement Systems at the **best value** that will be **implemented by the most competent local professionals in the business**.

RedSpeed systems are turnkey and include all installation, permitting, backend processing, payment / accounting, customer service, public relations, court scheduling and evidentiary support, as well as detailed reporting features. Additionally, RedSpeed is pleased to offer "in the camera" integration, including licenses, for the Flock ALPR program.

Only RedSpeed is able to offer integrated Flock, because only RedSpeed utilizes HD video enforcement in every single lane of traffic (competitors use an overview video camera not suitable for ALPR, advanced search features, etc.).

The RedSpeed Suite technology also includes a wealth of crime investigation tools in addition to ALPR, like a high-definition video archive of each lane, accessible in real-time that can be used for accident reconstruction, crime solving and other safety purposes. RedSpeed backend systems are totally web-based for ease of use from any desktop, laptop, tablet or smart phone.

Any authorized Officer can login to review and approve violations with all required information immediately accessible including data bar stamp, video review, key statistics and driver information, all provided in an easy to use and review format. Officers are also able to retrieve video, run plate and advanced searches without need for a data request or wait time.

RedSpeed is pleased to propose a Red Light Safety Program that **meets all of the City's technical requirements**, including:

- **Best value ($3,750.00 per intersection** with **revenue neutrality**
- **Implemented by the most experienced team**
- HD Video enforcement boosting violations 40% by capturing obstructed plates with video. This superior performance is documented at replacement sites of the County's current provider.
- **Integration with Flock ALPR as an invaluable crime fighting tool at all locations (license included). We are the only respondent that can provide this functionality.**
- RedSpeed is proud to be an NLETS strategic partner.
- Termination for Convenience, making our proposal truly risk free to the City.
- Seamless transition away from current vendor if applicable.

ORDINANCE NO. 2026-_____

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF CLEWISTON, FLORIDA, AMENDING THE CLEWISTON CODE OF ORDINANCES, CHAPTER 70, "TRAFFIC AND VEHICLES," ARTICLE IV, "TRAFFIC INFRACTION DETECTORS," RELATING TO THE PLACEMENT AND INSTALLATION OF TRAFFIC INFRACTION DETECTORS AT CERTAIN ELIGIBLE INTERSECTIONS; PROVIDING FOR INCLUSION IN THE CODE OF ORDINANCES; CONFLICTS; SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Article VIII, Section 2 of the Florida Constitution, and Chapter 166, Florida Statutes, provides municipalities with the authority to exercise any power for municipal purposes, except where prohibited by law, and to adopt ordinances in furtherance of such authority; and

WHEREAS, the City Commission of the City of Clewiston (the "City") finds it periodically necessary to amend its Code of Ordinances ("Code") in order to update regulations and procedures to maintain consistency with state law, implement municipal goals and objectives, clarify regulations, and address specific issues and needs that may arise; and

WHEREAS, Section 316.008(8), Florida Statutes, provides that municipalities may use traffic infraction detectors (the "Detectors") to enforce violations of Sections 316.074(1) and 316.075(1)(c)1., Florida Statutes (collectively, the "Traffic Violations"), when a driver fails to stop at a traffic signal on streets and highways under its jurisdiction, subject to compliance with the requirements of Section 316.0083, Florida Statutes; and

WHEREAS, on May 31, 2024, the Governor of Florida approved House Bill 1363 (2024), which has been codified as Chapter 2024-223 of the Laws of Florida (the "Act"), amending Section 316.0083, Florida Statutes, to require municipalities to adopt an ordinance authorizing the placement and installation of Detectors for the enforcement of Traffic Violations in areas where such detectors have not been installed prior to July 1, 2025; and

WHEREAS, in order to enact an ordinance authorizing enforcement of Traffic Violations using Detectors at particular intersections, the Act requires municipalities to consider traffic data or other evidence supporting the installation and operation of each Detector and a determination that the intersection where such Detector(s) are to be located constitutes a heightened safety risk that warrants additional enforcement measures; and

WHEREAS, the City desires to implement a Red Light Camera Program in order to address heightened safety risks posed by drivers that commit qualifying Traffic Violations at eligible intersections located throughout the City; and

WHEREAS, Redspeed Florida, LLC has conducted various intersection analysis reports (collectively, the "Reports") for the intersections located at: (i) U.S. 27 and Berner Road, (ii) U.S.

27 and Bond Street, (iii) U.S. 27 and Francisco Street, (iv) U.S. 27 and Olympia Street, (v) U.S. 27 and San Pedro Street, and (vi) U.S. 27 and WC Owens Avenue (collectively, the "Intersections"), which Reports for the Intersections are attached hereto as Composite Exhibit "A"; and

WHEREAS, after consideration of the traffic data provided in the Reports, attached hereto as Composite Exhibit "A," and other relevant evidence presented at the public hearing held on _____, 2026, the City Commission has determined that the Intersections constitute a heighted safety risk that warrant additional enforcement measures; and

WHEREAS, the City Commission desires to amend the City Code in order to identify those intersections where Detectors have been installed and operated prior to July 1, 2025, as part of the City's Red Light Camera Program, and authorize the placement and installation of Detectors at the Intersections and finds that it is in the best interest of the City and the public welfare to do so;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF CLEWISTON, FLORIDA, AS FOLLOWS: [1]

SECTION 1. The Clewiston Code of Ordinances, Chapter 70, Article 4. — Traffic Infraction Detectors is hereby amended to read as follows:

Chapter 70 - TRAFFIC AND VEHICLES

* * *

ARTICLE IV. TRAFFIC INFRACTION DETECTORS

Sec. 70-74. Use of traffic infraction detectors.

(1) *Use of Traffic Infraction Detectors*. The city hereby authorizes the use of traffic infraction detectors within its municipal boundaries to enforce applicable traffic laws related to red light violations, pursuant to and in accordance with the provisions of F.S. § 316.0083, known as the Mark Wandall Traffic Safety Act.

(2) *Authorized Intersection Locations*. The City Commission has held public hearing(s) and considered traffic data and other relevant evidence supporting the installation and operation of each traffic infraction detector at the following intersections, which intersections were determined to constitute a heightened safety risk that warrant additional enforcement measures:

[1] Coding: ~~Strikethrough words~~ are deletions to the existing words. Underlined words are additions to the existing words. Changes between first and second reading are indicated with yellow highlighted ~~double strikethrough~~ and double underline.

(i) U.S. 27 and Berner Road (northbound, southbound, westbound, and eastbound traffic), as supported in the "*Intersection Analysis Video Survey Report*" dated May 4, 2026, prepared by Redspeed Florida, LLC.

(ii) U.S. 27 and Bond Street (southbound, westbound, and eastbound traffic), as supported in the "*Intersection Analysis Video Survey Report*" dated May 5, 2026, prepared by Redspeed Florida, LLC.

(iii) U.S. 27 and Francisco Street (northbound, westbound, and eastbound traffic), as supported in the "*Intersection Analysis Video Survey Report*" dated May 4, 2026, and May 6, 2026, prepared by Redspeed Florida, LLC.

(iv) U.S. 27 and Olympia Street (northbound, southbound, westbound, and eastbound traffic), as supported in the "*Intersection Analysis Video Survey Report*" dated May 4, 2026, and May 6, 2026, prepared by Redspeed Florida, LLC.

(v) U.S. 27 and San Pedro Street (northbound, southbound, westbound, and eastbound traffic), as supported in the "*Intersection Analysis Video Survey Report*" dated May 4, 2026, prepared by Redspeed Florida, LLC.

(vi) U.S. 27 and WC Owens Avenue (northbound, southbound, westbound, and eastbound traffic), as supported in the "*Intersection Analysis Video Survey Report*" dated May 5, 2026, prepared by Redspeed Florida, LLC.

SECTION 2. Codification. The provisions of this Ordinance shall become and be made part of the Code of Laws and Ordinances of the City of Clewiston.

SECTION 3. Severability. If any phrase, sentence or portion of this Ordinance is, for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and individual provision, and such holding shall not affect the validity of the remaining portions thereof.

SECTION 4. Repeal of Laws in Conflict. In the event that any provisions of this Ordinance are in conflict with any state statute, the Ordinance shall be interpreted and applied to the fullest extent possible so as to maintain consistency with the state statute. All ordinances of the City of Clewiston, Florida, which are in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 5. Effective Date. This Ordinance shall take effect immediately upon its passage and consistent with all requirements of general law.

PASSED on first reading by the City Commission on July _, 2026.

Commissioner _____ offered the foregoing ordinance. Commissioner _____ seconded the motion, and upon being put to a vote, the vote was as follows:

JAMES PITTMAN, MAYOR
HILLARY HYSLOPE, VICE MAYOR
BARBARA EDMONDS, COMMISSIONER
MALI GARDNER, COMMISSIONER
JASON WILLIAMS II, COMMISSIONER

PASSED AND ADOPTED BY THE CITY COMMISSION OF THE CITY OF CLEWISTON, FLORIDA, ON SECOND READING, THIS __ DAY OF _____, 2026.

ATTEST: **CITY OF CLEWISTON, FLORIDA**

Lakisha Burch, City Clerk **James Pittman, Mayor**

(MUNICIPAL SEAL)

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By:_____
Dylan J. Brandenburg, City Attorney

RedSpeed Florida

INTERSECTION ANALYSIS VIDEO SURVEY REPORT

U.S. 27 & Berner Rd

05/04/2026

RedSpeed Florida
6245 Clark Center Ave Suite J - Sarasota, Florida 34238

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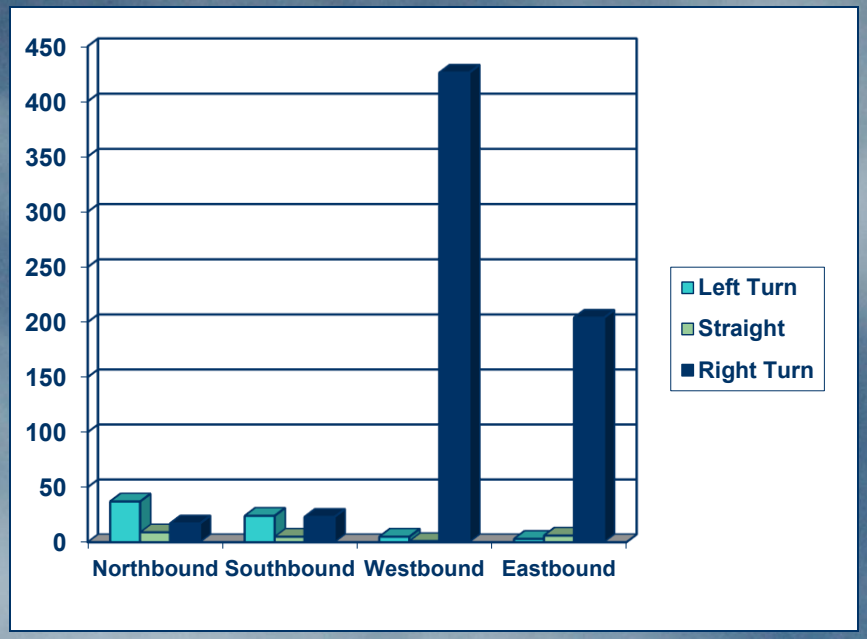
6245 Clark Center Ave Suite J - Sarasota, Florida 34238

Summary of Results



RedSpeed Florida
6245 Clark Center Ave Suite J - Sarasota, Florida 34238

Northbound

Location	U.S. 27 & Berner Rd
Approach	Northbound
Date Of Survey	05/04/2026
Performed By	Victor Renteria

Average Traffic Vol.	3,900
Yellow Light Time	N/A
Approach Speed	35 mph
Road Condition	Average
Camera Obstructions	None
# of Lanes	2 Northbound Lanes
Notes	1 Left Only Lane / 1 right only lane

Time of Day	Left Turn Violations	Straight Thru Violations	Right Turn Violation	Total
6:00 AM to 7:00 AM	3	0	1	4
7:00 AM to 8:00 AM	3	1	1	5
8:00 AM to 9:00 AM	2	0	1	3
9:00 AM to 10:00 AM	3	1	1	5
10:00 AM to 11:00 AM	4	0	0	4
11:00 AM to 12:00 PM	2	0	1	3
12:00 PM to 1:00 PM	4	2	3	9
1:00 PM to 2:00 PM	2	0	3	5
2:00 PM to 3:00 PM	3	1	2	6
3:00 PM to 4:00 PM	5	1	2	8
4:00 PM to 5:00 PM	2	1	1	4
5:00 PM to 6:00 PM	4	1	2	7
Daily Totals	**37**	**9**	**17**	**63**

Southbound

Location	U.S. 27 & Berner Rd
Approach	Southbound
Date Of Survey	05/04/2026
Performed By	Victor Renteria

Average Traffic Vol.	3900
Yellow Light Time	N/A
Approach Speed	35 mph
Road Condition	Average
Camera Obstructions	None
# of Lanes	2 Southbound Lanes
Notes	1 Left Only Lane / 1 right only lane

Time of Day	Left Turn Violations	Straight Thru Violations	Right Turn Violation	Total
7:00 AM to 8:00 AM	0	0	1	1
8:00 AM to 9:00 AM	4	0	3	7
9:00 AM to 10:00 AM	2	0	1	3
10:00 AM to 11:00 AM	0	0	1	1
11:00 AM to 12:00 PM	2	2	5	9
12:00 PM to 1:00 PM	3	0	4	7
1:00 PM to 2:00 PM	2	0	1	3
2:00 PM to 3:00 PM	1	0	2	3
3:00 PM to 4:00 PM	2	2	1	5
4:00 PM to 5:00 PM	2	1	1	4
5:00 PM to 6:00 PM	3	0	2	5
6:00 PM to 7:00 PM	3	0	1	4
Daily Totals	**24**	**5**	**23**	**52**

Westbound

Location	US. 27 & Berner Rd
Approach	Westbound
Date Of Survey	05/04/2026
Performed By	Victor Renteria

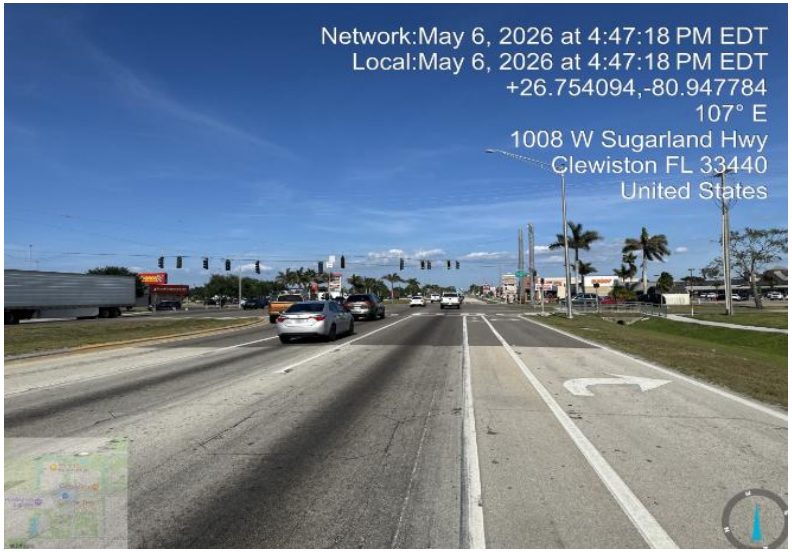
Average Traffic Vol.	24,500
Yellow Light Time	N/A
Approach Speed	35 mph
Road Condition	Average
Camera Obstructions	None
# of Lanes	2 Westbound lanes
Notes	1 Left Only Lane / 1 Right Only Lane

Time of Day	Left Turn Violations	Straight Thru Violations	Right Turn Violation	Total
6:00 AM to 7:00 AM	0	0	10	10
7:00 AM to 8:00 AM	0	0	11	11
8:00 AM to 9:00 AM	0	0	27	27
9:00 AM to 10:00 AM	0	0	32	32
10:00 AM to 11:00 AM	1	1	31	33
11:00 AM to 12:00 PM	0	0	36	36
12:00 PM to 1:00 PM	2	0	29	31
1:00 PM to 2:00 PM	0	0	36	36
2:00 PM to 3:00 PM	1	0	38	39
3:00 PM to 4:00 PM	0	0	50	50
4:00 PM to 5:00 PM	0	0	53	53
5:00 PM to 6:00 PM	1	0	73	74
Daily Totals	**5**	**1**	**426**	**432**

Eastbound

Location	US. 27 & Berner Rd
Approach	Eastbound
Date Of Survey	05/05/2026
Performed By	Victor Renteria

Average Traffic Vol.	24,500
Yellow Light Time	N/A
Approach Speed	35 mph
Road Condition	Average
Camera Obstructions	None
# of Lanes	2 Eastbound lanes
Notes	1 Left Only Lane / 1 Right Only Lane



Time of Day	Left Turn Violations	Straight Thru Violations	Right Turn Violation	Total
6:00 AM to 7:00 AM	0	2	18	20
7:00 AM to 8:00 AM	1	2	13	16
8:00 AM to 9:00 AM	0	0	17	17
9:00 AM to 10:00 AM	0	0	21	21
10:00 AM to 11:00 AM	1	0	10	11
11:00 AM to 12:00 PM	0	0	19	19
12:00 PM to 1:00 PM	1	0	17	18
1:00 PM to 2:00 PM	0	0	13	13
2:00 PM to 3:00 PM	0	0	15	15
3:00 PM to 4:00 PM	0	1	18	19
4:00 PM to 5:00 PM	0	0	22	22
5:00 PM to 6:00 PM	0	1	21	22
Daily Totals	**3**	**6**	**204**	**213**

RedSpeed Florida

INTERSECTION ANALYSIS VIDEO SURVEY REPORT

U.S. 27 & Bond St

05/05/2026

RedSpeed Florida
6245 Clark Center Ave Suite J - Sarasota, Florida 34238

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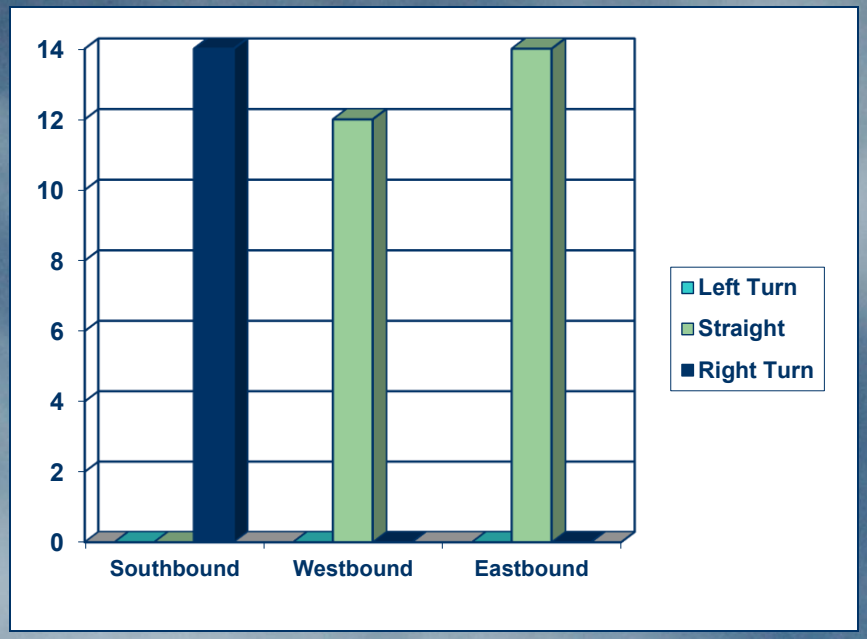
Summary of Results



RedSpeed Florida
6245 Clark Center Ave Suite J - Sarasota, Florida 34238

Southbound

Location	U.S. 27 & Bond St
Approach	Southbound
Date Of Survey	05/05/2026
Performed By	Robert Half Tech

Average Traffic Vol.	600
Yellow Light Time	N/A
Approach Speed	30 mph
Road Condition	Average
Camera Obstructions	None
# of Lanes	1 Southbound Lane
Notes	

Time of Day	Left Turn Violations	Straight Thru Violations	Right Turn Violation	Total
7:00 AM to 8:00 AM	0	0	0	0
8:00 AM to 9:00 AM	0	0	4	4
9:00 AM to 10:00 AM	0	0	3	3
10:00 AM to 11:00 AM	0	0	2	2
11:00 AM to 12:00 PM	0	0	2	2
12:00 PM to 1:00 PM	0	0	0	0
1:00 PM to 2:00 PM	0	0	0	0
2:00 PM to 3:00 PM	0	0	1	1
3:00 PM to 4:00 PM	0	0	1	1
4:00 PM to 5:00 PM	0	0	0	0
5:00 PM to 6:00 PM	0	0	0	0
6:00 PM to 7:00 PM	0	0	1	1
Daily Totals	**0**	**0**	**14**	**14**

Westbound

Location	U.S. 27 & Bond St
Approach	Westbound
Date Of Survey	05/05/2026
Performed By	Robert Half Tech

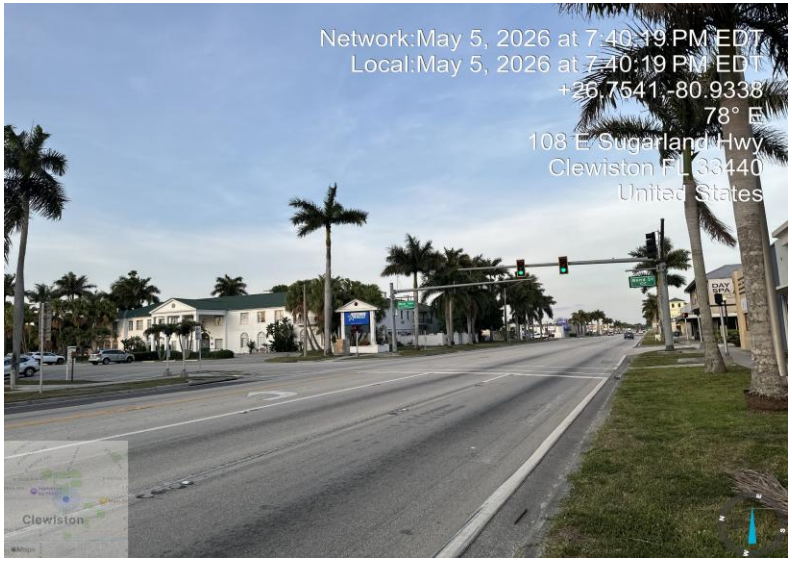
Average Traffic Vol.	29,000
Yellow Light Time	N/A
Approach Speed	35 mph
Road Condition	Average
Camera Obstructions	None
# of Lanes	2 Westbound lanes
Notes	1 Left Only Lane

Time of Day	Left Turn Violations	Straight Thru Violations	Right Turn Violation	Total
7:00 AM to 8:00 AM	0	1	0	1
8:00 AM to 9:00 AM	0	2	0	2
9:00 AM to 10:00 AM	0	1	0	1
10:00 AM to 11:00 AM	0	0	0	0
11:00 AM to 12:00 PM	0	0	0	0
12:00 PM to 1:00 PM	0	0	0	0
1:00 PM to 2:00 PM	0	0	0	0
2:00 PM to 3:00 PM	0	3	0	3
3:00 PM to 4:00 PM	0	0	0	0
4:00 PM to 5:00 PM	0	3	0	3
5:00 PM to 6:00 PM	0	2	0	2
6:00 PM to 7:00 PM	0	0	0	0
Daily Totals	**0**	**12**	**0**	**12**

Eastbound

Location	U.S. 27 & Bond St
Approach	Eastbound
Date Of Survey	05/05/2026
Performed By	Robert Half Tech

Average Traffic Vol.	29,000
Yellow Light Time	N/A
Approach Speed	35 mph
Road Condition	Average
Camera Obstructions	None
# of Lanes	2 Eastbound lanes
Notes	1 Left Only Lane



Time of Day	Left Turn Violations	Straight Thru Violations	Right Turn Violation	Total
6:00 AM to 7:00 AM	0	3	0	3
7:00 AM to 8:00 AM	0	4	0	4
8:00 AM to 9:00 AM	0	0	0	0
9:00 AM to 10:00 AM	0	0	0	0
10:00 AM to 11:00 AM	0	2	0	2
11:00 AM to 12:00 PM	0	0	0	0
12:00 PM to 1:00 PM	0	0	0	0
1:00 PM to 2:00 PM	0	2	0	2
2:00 PM to 3:00 PM	0	1	0	1
3:00 PM to 4:00 PM	0	2	0	2
4:00 PM to 5:00 PM	0	0	0	0
5:00 PM to 6:00 PM	0	0	0	0
Daily Totals	**0**	**14**	**0**	**14**

RedSpeed Florida

INTERSECTION ANALYSIS VIDEO SURVEY REPORT

U.S. 27 & Francisco St
05/04/2026 & 05/06/2026

RedSpeed Florida
6245 Clark Center Ave Suite J - Sarasota, Florida 34238

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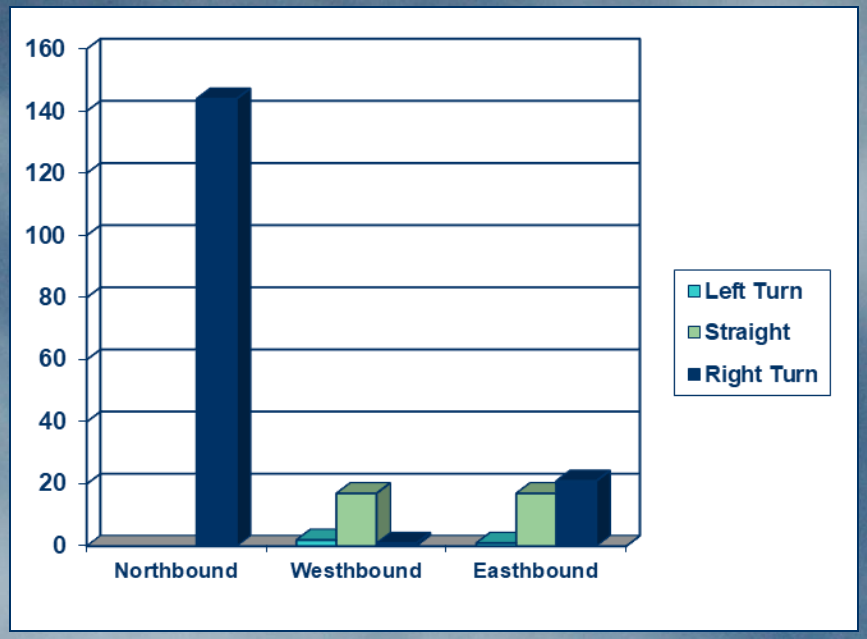
6245 Clark Center Ave Suite J - Sarasota, Florida 34238

Summary of Results

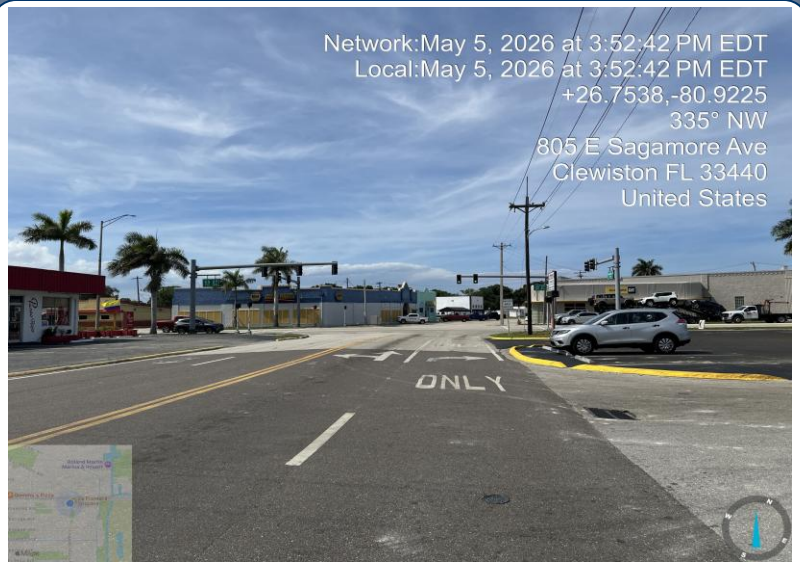


RedSpeed Florida
6245 Clark Center Ave Suite J - Sarasota, Florida 34238

Northbound

Location	U.S. 27 & Francisco St
Approach	Northbound
Date Of Survey	05/06/2026
Performed By	Victor Renteria

Average Traffic Vol.	4,900
Yellow Light Time	N/A
Approach Speed	35 mph
Road Condition	Average
Camera Obstructions	None
# of Lanes	1 Straight-thru/left Lane
Notes	1 Right Only Lane



Time of Day	Left Turn Violations	Straight Thru Violations	Right Turn Violation	Total
5:00am to 6:00am	0	0	17	17
6:00am to 7:00am	0	0	19	19
7:00am to 8:00am	0	0	14	14
8:00am to 9:00am	0	0	13	13
9:00am to 10:00m	0	0	4	4
10:00pm to 11:00pm	0	0	7	7
11:00pm to 12:00pm	0	0	10	10
12:00pm to 1:00pm	0	0	18	18
1:00pm to 2:00pm	0	0	8	8
2:00pm to 3:00pm	0	0	14	14
3:00pm to 4:00pm	0	0	9	9
4:00pm to 5:00pm	0	0	11	11
Daily Totals	**0**	**0**	**144**	**144**

Westbound

Location	U.S. 27 & Francisco St
Approach	Westbound
Date Of Survey	05/04/2026
Performed By	Victor Renteria

Average Traffic Vol.	24,500
Yellow Light Time	N/A
Approach Speed	35 mph
Road Condition	Average
Camera Obstructions	None
# of Lanes	2 Westbound Lane
Notes	1 Left Only Lane

Time of Day	Left Turn Violations	Straight Thru Violations	Right Turn Violation	Total
5:00am to 6:00am	0	2	0	2
6:00am to 7:00am	0	0	0	0
7:00am to 8:00am	0	0	0	0
8:00am to 9:00am	0	1	0	1
9:00am to 10:00m	0	4	0	4
10:00pm to 11:00pm	0	1	0	1
11:00pm to 12:00pm	0	1	0	1
12:00pm to 1:00pm	1	4	0	5
1:00pm to 2:00pm	0	2	0	2
2:00pm to 3:00pm	0	0	1	1
3:00pm to 4:00pm	1	2	0	3
4:00pm to 5:00pm	0	0	0	0
Daily Totals	**2**	**17**	**1**	**20**

Eastbound

Location	U.S. 27 & Francisco St
Approach	Eastbound
Date Of Survey	05/04/2026
Performed By	Victor Renteria

Average Traffic Vol.	24,500
Yellow Light Time	N/A
Approach Speed	35 mph
Road Condition	Average
Camera Obstructions	None
# of Lanes	2 Westbound Lanes
Notes	1 Left Only Lane

Time of Day	Left Turn Violations	Straight Thru Violations	Right Turn Violation	Total
5:00am to 6:00am	0	2	1	3
6:00am to 7:00am	0	4	1	5
7:00am to 8:00am	0	1	3	4
8:00am to 9:00am	0	4	2	6
9:00am to 10:00m	0	1	2	3
10:00pm to 11:00pm	0	1	1	2
11:00pm to 12:00pm	0	0	0	0
12:00pm to 1:00pm	0	0	1	1
1:00pm to 2:00pm	0	0	0	0
2:00pm to 3:00pm	0	3	4	7
3:00pm to 4:00pm	0	1	1	2
4:00pm to 5:00pm	1	0	5	6
Daily Totals	**1**	**17**	**21**	**39**

RedSpeed Florida

INTERSECTION ANALYSIS VIDEO SURVEY REPORT

U.S. 27 & San Pedro St

05/04/2026

RedSpeed Florida
6245 Clark Center Ave Suite J - Sarasota, Florida 34238

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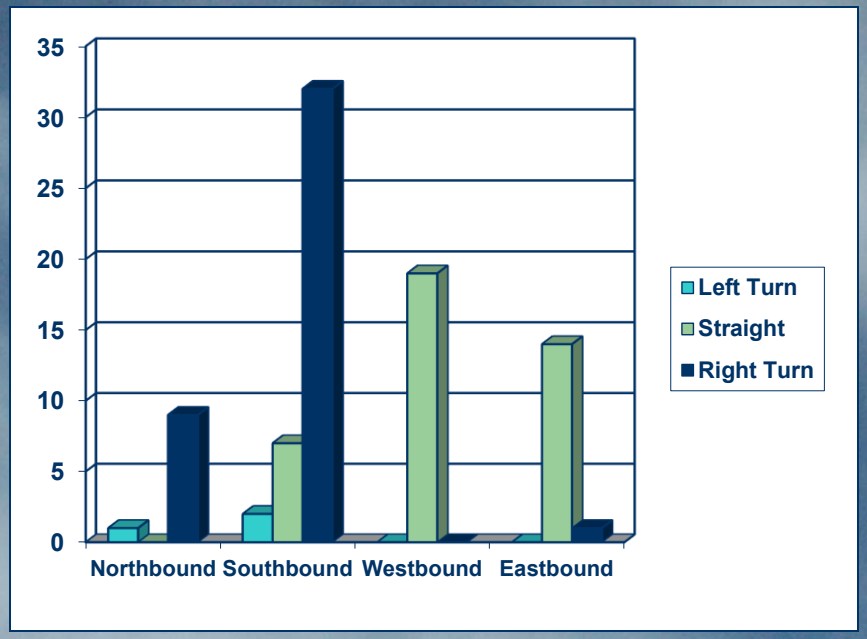
RedSpeed Florida

6245 Clark Center Ave Suite J - Sarasota, Florida 34238

Summary of Results

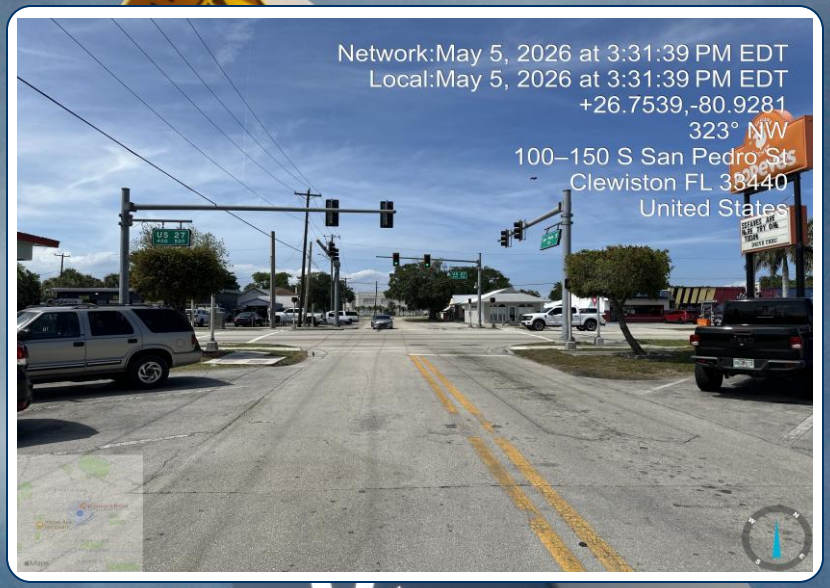


RedSpeed Florida
6245 Clark Center Ave Suite J - Sarasota, Florida 34238

Northbound

Location	U.S. 27 & San Pedro St
Approach	Northbound
Date Of Survey	05/04/2026
Performed By	Robert Half Tech

Average Traffic Vol.	N/A
Yellow Light Time	N/A
Approach Speed	30 mph
Road Condition	Average
Camera Obstructions	None
# of Lanes	1 Northbound Lane
Notes	

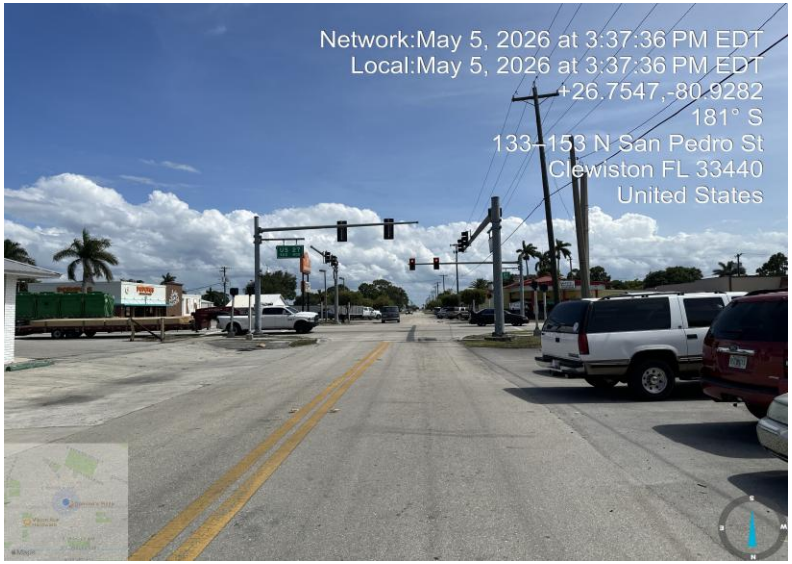


Time of Day	Left Turn Violations	Straight Thru Violations	Right Turn Violation	Total
6:00 AM to 7:00 AM	0	0	2	2
7:00 AM to 8:00 AM	0	0	2	2
8:00 AM to 9:00 AM	0	0	0	0
9:00 AM to 10:00 AM	0	0	1	1
10:00 AM to 11:00 AM	0	0	0	0
11:00 AM to 12:00 PM	0	0	0	0
12:00 PM to 1:00 PM	0	0	3	3
1:00 PM to 2:00 PM	0	0	0	0
2:00 PM to 3:00 PM	0	0	0	0
3:00 PM to 4:00 PM	0	0	0	0
4:00 PM to 5:00 PM	0	0	1	1
5:00 PM to 6:00 PM	1	0	0	1
Daily Totals	**1**	**0**	**9**	**10**

Southbound

Location	U.S. 27 & San Pedro St
Approach	Southbound
Date Of Survey	05/04/2026
Performed By	Robert Half Tech

Average Traffic Vol.	N/A
Yellow Light Time	N/A
Approach Speed	30 mph
Road Condition	Average
Camera Obstructions	None
# of Lanes	1 Southbound Lane
Notes	



Time of Day	Left Turn Violations	Straight Thru Violations	Right Turn Violation	Total
7:00 AM to 8:00 AM	1	0	3	4
8:00 AM to 9:00 AM	0	1	3	4
9:00 AM to 10:00 AM	0	3	8	11
10:00 AM to 11:00 AM	0	1	0	1
11:00 AM to 12:00 PM	0	0	1	1
12:00 PM to 1:00 PM	0	0	3	3
1:00 PM to 2:00 PM	0	0	3	3
2:00 PM to 3:00 PM	0	0	1	1
3:00 PM to 4:00 PM	0	1	2	3
4:00 PM to 5:00 PM	0	0	2	2
5:00 PM to 6:00 PM	1	0	5	6
6:00 PM to 7:00 PM	0	1	1	2
Daily Totals	**2**	**7**	**32**	**41**

Westbound

Location	U.S. 27 & San Pedro St
Approach	Westbound
Date Of Survey	05/04/2026
Performed By	Robert Half Tech

Average Traffic Vol.	24,500
Yellow Light Time	N/A
Approach Speed	35 mph
Road Condition	Average
Camera Obstructions	None
# of Lanes	2 Westbound lanes
Notes	1 Left Only Lane

Time of Day	Left Turn Violations	Straight Thru Violations	Right Turn Violation	Total
7:00 AM to 8:00 AM	0	1	0	1
8:00 AM to 9:00 AM	0	1	0	1
9:00 AM to 10:00 AM	0	3	0	3
10:00 AM to 11:00 AM	0	1	0	1
11:00 AM to 12:00 PM	0	2	0	2
12:00 PM to 1:00 PM	0	2	0	2
1:00 PM to 2:00 PM	0	1	0	1
2:00 PM to 3:00 PM	0	2	0	2
3:00 PM to 4:00 PM	0	0	0	0
4:00 PM to 5:00 PM	0	2	0	2
5:00 PM to 6:00 PM	0	4	0	4
6:00 PM to 7:00 PM	0	0	0	0
Daily Totals	**0**	**19**	**0**	**19**

Eastbound

Location	U.S. 27 & San Pedro St
Approach	Eastbound
Date Of Survey	05/04/2026
Performed By	Robert Half Tech

Average Traffic Vol.	24,500
Yellow Light Time	N/A
Approach Speed	35 mph
Road Condition	Average
Camera Obstructions	None
# of Lanes	2 Eastbound lanes
Notes	1 Left Only Lane

Time of Day	Left Turn Violations	Straight Thru Violations	Right Turn Violation	Total
6:00 AM to 7:00 AM	0	2	0	2
7:00 AM to 8:00 AM	0	2	0	2
8:00 AM to 9:00 AM	0	3	0	3
9:00 AM to 10:00 AM	0	0	0	0
10:00 AM to 11:00 AM	0	1	0	1
11:00 AM to 12:00 PM	0	1	0	1
12:00 PM to 1:00 PM	0	1	0	1
1:00 PM to 2:00 PM	0	2	0	2
2:00 PM to 3:00 PM	0	0	0	0
3:00 PM to 4:00 PM	0	0	0	0
4:00 PM to 5:00 PM	0	2	1	3
5:00 PM to 6:00 PM	0	0	0	0
Daily Totals	**0**	**14**	**1**	**15**

RedSpeed Florida

INTERSECTION ANALYSIS VIDEO SURVEY REPORT

U.S. 27 & Olympia St
05/04/2026 & 05/06/2026

RedSpeed Florida
6245 Clark Center Ave Suite J - Sarasota, Florida 34238

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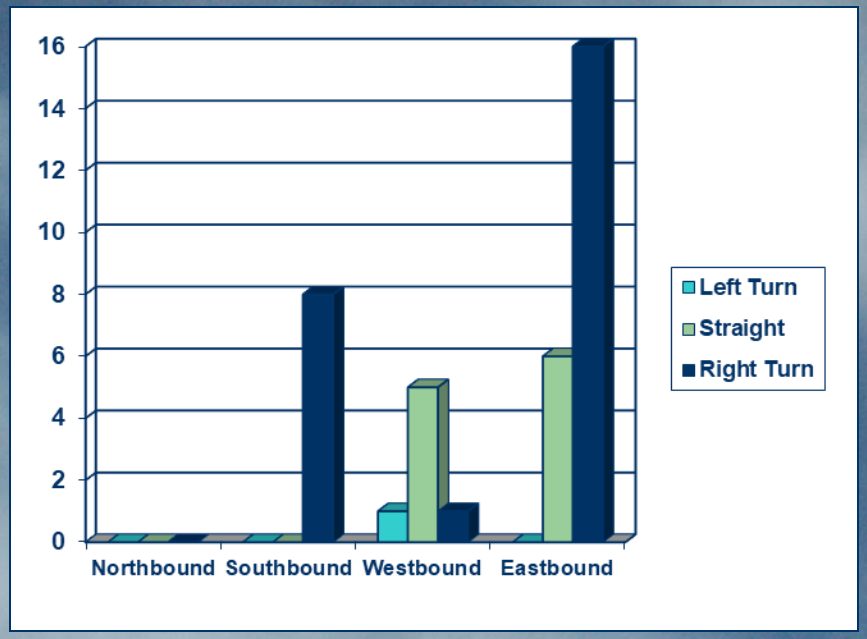
RedSpeed Florida

6245 Clark Center Ave Suite J - Sarasota, Florida 34238

Summary of Results



RedSpeed Florida
6245 Clark Center Ave Suite J - Sarasota, Florida 34238

Northbound

Location	U.S.27 & Olympia St
Approach	Northbound
Date Of Survey	05/04/2026
Performed By	Victor Renteria

Average Traffic Vol.	3,400
Yellow Light Time	N/A
Approach Speed	30 mph
Road Condition	Average
Camera Obstructions	None
# of Lanes	1 Northbound Lane
Notes	Camera far away

Time of Day	Left Turn Violations	Straight Thru Violations	Right Turn Violation	Total
6:00 AM to 7:00 AM	0	0	0	0
7:00 AM to 8:00 AM	0	0	0	0
8:00 AM to 9:00 AM	0	0	0	0
9:00 AM to 10:00 AM	0	0	0	0
10:00 AM to 11:00 AM	0	0	0	0
11:00 AM to 12:00 PM	0	0	0	0
12:00 PM to 1:00 PM	0	0	0	0
1:00 PM to 2:00 PM	0	0	0	0
2:00 PM to 3:00 PM	0	0	0	0
3:00 PM to 4:00 PM	0	0	0	0
4:00 PM to 5:00 PM	0	0	0	0
5:00 PM to 6:00 PM	0	0	0	0
Daily Totals	**0**	**0**	**0**	**0**

Southbound

Location	U.S.27 & Olympia St
Approach	Southbound
Date Of Survey	05/04/2026
Performed By	Victor Renteria

Average Traffic Vol.	N/A
Yellow Light Time	N/A
Approach Speed	30 mph
Road Condition	Average
Camera Obstructions	None
# of Lanes	1 Southbound Lane
Notes	None

Time of Day	Left Turn Violations	Straight Thru Violations	Right Turn Violation	Total
6:00 AM to 7:00 AM	0	0	0	0
7:00 AM to 8:00 AM	0	0	2	2
8:00 AM to 9:00 AM	0	0	0	0
9:00 AM to 10:00 AM	0	0	1	1
10:00 AM to 11:00 AM	0	0	1	1
11:00 AM to 12:00 PM	0	0	0	0
12:00 PM to 1:00 PM	0	0	0	0
1:00 PM to 2:00 PM	0	0	0	0
2:00 PM to 3:00 PM	0	0	0	0
3:00 PM to 4:00 PM	0	0	3	3
4:00 PM to 5:00 PM	0	0	0	0
5:00 PM to 6:00 PM	0	0	1	1
Daily Totals	**0**	**0**	**8**	**8**

Westbound

Location	U.S.27 & Olympia St
Approach	Westbound
Date Of Survey	05/04/2026
Performed By	Victor Renteria

Average Traffic Vol.	24,500
Yellow Light Time	N/A
Approach Speed	35 mph
Road Condition	Average
Camera Obstructions	None
# of Lanes	2 Westbound Lanes
Notes	1 Left Only Lane

Time of Day	Left Turn Violations	Straight Thru Violations	Right Turn Violation	Total
6:00 AM to 7:00 AM	0	0	0	0
7:00 AM to 8:00 AM	0	0	0	0
8:00 AM to 9:00 AM	0	0	0	0
9:00 AM to 10:00 AM	0	1	0	1
10:00 AM to 11:00 PM	0	0	0	0
11:00 PM to 12:00 PM	0	0	0	0
12:00 PM to 1:00 PM	1	0	0	1
1:00 PM to 2:00 PM	0	1	0	1
2:00 PM to 3:00 PM	0	0	0	0
3:00 PM to 4:00 PM	0	1	0	1
4:00 PM to 5:00 PM	0	2	0	2
5:00 PM to 6:00 PM	0	0	1	1
Daily Totals	**1**	**5**	**1**	**7**

Eastbound

Location	U.S.27 & Olympia St
Approach	Eastbound
Date Of Survey	05/04/2026
Performed By	Victor Renteria

Average Traffic Vol.	24,500
Yellow Light Time	N/A
Approach Speed	35 mph
Road Condition	Average
Camera Obstructions	None
# of Lanes	2 Eastbound Lanes
Notes	1 Left Only Lane / 1 Right Only Lane

Time of Day	Left Turn Violations	Straight Thru Violations	Right Turn Violation	Total
6:00 AM to 7:00 AM	0	1	0	1
7:00 AM to 8:00 AM	0	0	2	2
8:00 AM to 9:00 AM	0	0	2	2
9:00 AM to 10:00 AM	0	1	3	4
10:00 AM to 11:00 PM	0	0	0	0
11:00 PM to 12:00 PM	0	1	1	2
12:00 PM to 1:00 PM	0	1	1	2
1:00 PM to 2:00 PM	0	1	0	1
2:00 PM to 3:00 PM	0	1	1	2
3:00 PM to 4:00 PM	0	0	2	2
4:00 PM to 5:00 PM	0	0	2	2
5:00 PM to 6:00 PM	0	0	2	2
Daily Totals	**0**	**6**	**16**	**22**

RedSpeed Florida

INTERSECTION ANALYSIS VIDEO SURVEY REPORT

U.S.27 & WC Owens Ave

05/05/2026

RedSpeed Florida
6245 Clark Center Ave Suite J - Sarasota, Florida 34238

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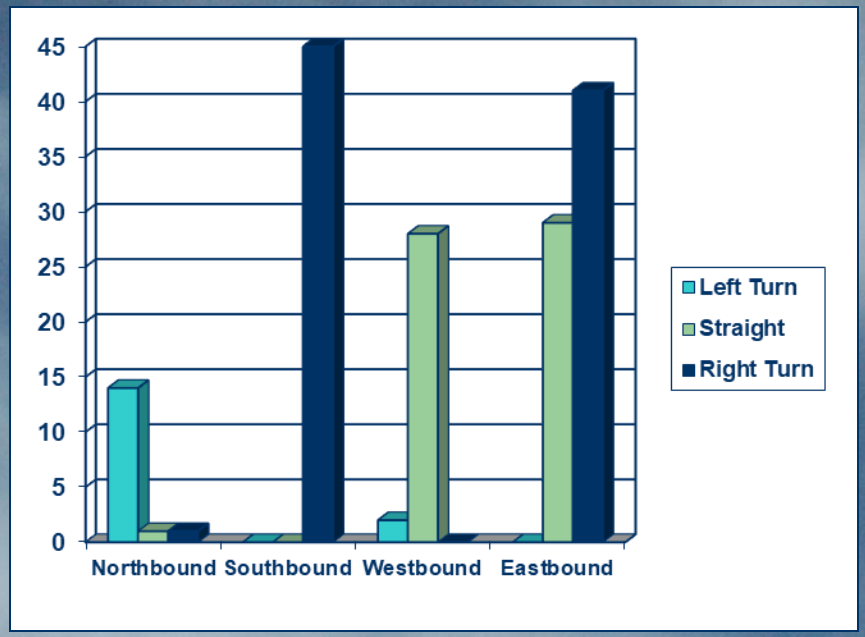
RedSpeed Florida

6245 Clark Center Ave Suite J - Sarasota, Florida 34238

Summary of Results



RedSpeed Florida
6245 Clark Center Ave Suite J - Sarasota, Florida 34238

Northbound

Location	U.S.27 & WC Owens Ave
Approach	Northbound
Date Of Survey	05/05/2026
Performed By	Victor Renteria

Average Traffic Vol.	N/A
Yellow Light Time	N/A
Approach Speed	35 mph
Road Condition	Average
Camera Obstructions	None
# of Lanes	1 Northbound Lane / Left Lane
Notes	1 Right Only Lane

Time of Day	Left Turn Violations	Straight Thru Violations	Right Turn Violation	Total
6:00 AM to 7:00 AM	1	0	0	1
7:00 AM to 8:00 AM	0	0	0	0
8:00 AM to 9:00 AM	1	0	0	1
9:00 AM to 10:00 AM	2	0	1	3
10:00 AM to 11:00 AM	0	0	0	0
11:00 AM to 12:00 PM	0	0	0	0
12:00 PM to 1:00 PM	0	0	0	0
1:00 PM to 2:00 PM	2	0	0	2
2:00 PM to 3:00 PM	1	0	0	1
3:00 PM to 4:00 PM	2	1	0	3
4:00 PM to 5:00 PM	2	0	0	2
5:00 PM to 6:00 PM	3	0	0	3
Daily Totals	**14**	**1**	**1**	**16**

Southbound

Location	U.S.27 & WC Owens Ave
Approach	Southbound
Date Of Survey	05/05/2026
Performed By	Victor Renteria

Average Traffic Vol.	5,800
Yellow Light Time	N/A
Approach Speed	30 mph
Road Condition	Average
Camera Obstructions	None
# of Lanes	1 Southbound Lane
Notes	

Time of Day	Left Turn Violations	Straight Thru Violations	Right Turn Violation	Total
6:00 AM to 7:00 AM	0	0	3	3
7:00 AM to 8:00 AM	0	0	2	2
8:00 AM to 9:00 AM	0	0	3	3
9:00 AM to 10:00 AM	0	0	3	3
10:00 AM to 11:00 AM	0	0	3	3
11:00 AM to 12:00 PM	0	0	7	7
12:00 PM to 1:00 PM	0	0	7	7
1:00 PM to 2:00 PM	0	0	3	3
2:00 PM to 3:00 PM	0	0	1	1
3:00 PM to 4:00 PM	0	0	1	1
4:00 PM to 5:00 PM	0	0	4	4
5:00 PM to 6:00 PM	0	0	8	8
Daily Totals	**0**	**0**	**45**	**45**

Westbound

Location	U.S. 27 & WC Owens Ave
Approach	Westbound
Date Of Survey	05/05/2026
Performed By	Robert Half Team

Average Traffic Vol.	24,500
Yellow Light Time	N/A
Approach Speed	35 mph
Road Condition	Average
Camera Obstructions	None
# of Lanes	1 Westbound Lane
Notes	1 Left Only Lane

Time of Day	Left Turn Violations	Straight Thru Violations	Right Turn Violation	Total
6:00 AM to 7:00 AM	0	2	0	2
7:00 AM to 8:00 AM	0	5	0	5
8:00 AM to 9:00 AM	1	2	0	3
9:00 AM to 10:00 AM	0	3	0	3
10:00 AM to 11:00 PM	0	1	0	1
11:00 PM to 12:00 PM	0	1	0	1
12:00 PM to 1:00 PM	0	2	0	2
1:00 PM to 2:00 PM	0	3	0	3
2:00 PM to 3:00 PM	1	2	0	3
3:00 PM to 4:00 PM	0	2	0	2
4:00 PM to 5:00 PM	0	4	0	4
5:00 PM to 6:00 PM	0	1	0	1
Daily Totals	**2**	**28**	**0**	**30**

Eastbound

Location	U.S. 27 & WC Owens Ave
Approach	Eastbound
Date Of Survey	05/05/2026
Performed By	Victor Renteria

Average Traffic Vol.	29,000
Yellow Light Time	N/A
Approach Speed	35 mph
Road Condition	Average
Camera Obstructions	None
# of Lanes	2 Eastbound Lanes
Notes	1 Left Only Lane

Time of Day	Left Turn Violations	Straight Thru Violations	Right Turn Violation	Total
6:00 AM to 7:00 AM	0	4	0	4
7:00 AM to 8:00 AM	0	6	4	10
8:00 AM to 9:00 AM	0	5	8	13
9:00 AM to 10:00 AM	0	3	2	5
10:00 AM to 11:00 PM	0	1	2	3
11:00 PM to 12:00 PM	0	1	3	4
12:00 PM to 1:00 PM	0	1	1	2
1:00 PM to 2:00 PM	0	3	2	5
2:00 PM to 3:00 PM	0	1	5	6
3:00 PM to 4:00 PM	0	1	3	4
4:00 PM to 5:00 PM	0	0	3	3
5:00 PM to 6:00 PM	0	3	8	11
Daily Totals	**0**	**29**	**41**	**70**

Power Cost Adjustment Overview

Clewiston Commission

August 17, 2026

What Is A Power Cost Adjustment (PCA)?

Tool To Adjust Rates To Cover Cost Actually Incurred for Power

- The Power Cost Adjustment (PCA) is the part of the electric bill that adjusts periodically to reflect the actual cost of bulk power supply (power plants and large transmission lines) that customers use
- Typically for municipal systems, the PCA covers the cost of power as it travels from the power plant over high voltage “roadways” through to the point of delivery of the local distribution system ***over and above money set aside in base charges to support power cost***, but not always
- PCA can go down when certain cost categories decline and can go up when those same cost categories go up

FMPA MUNICIPAL POWER

PCA Covers Bulk Power Expense Variations

Bulk Power Generally First Two Phases of Delivery

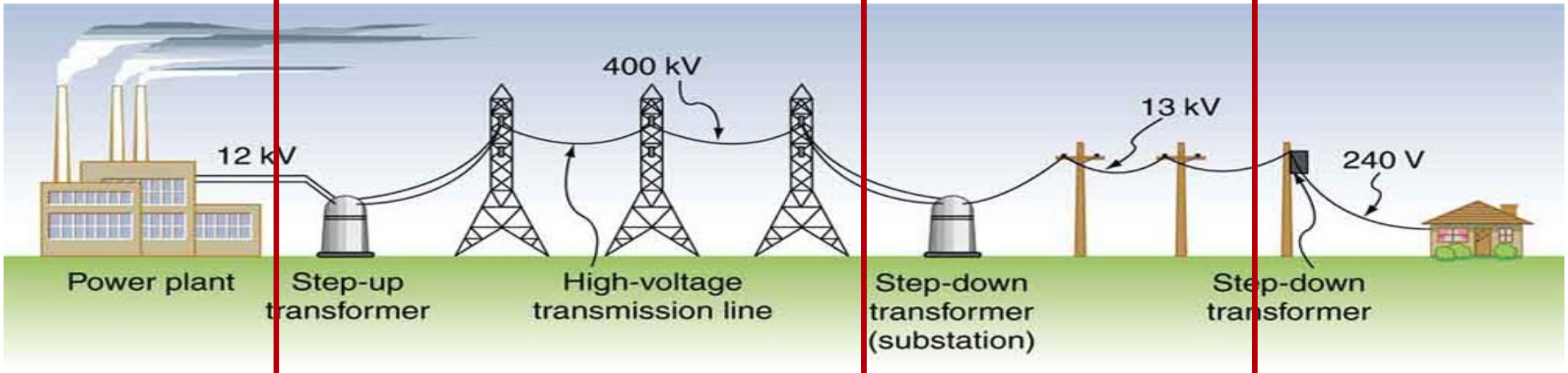
Generation converts an energy source into electricity.

Electricity is fed into ”The Grid.” It is transported at a high voltage via transmission lines to distribution systems.

Local utilities lower the voltage for distribution around their territory.

Once it’s near the customer, the voltage is lowered to utilization voltage.

PCA TYPICALLY COVERS GENERATION AND TRANSMISSION



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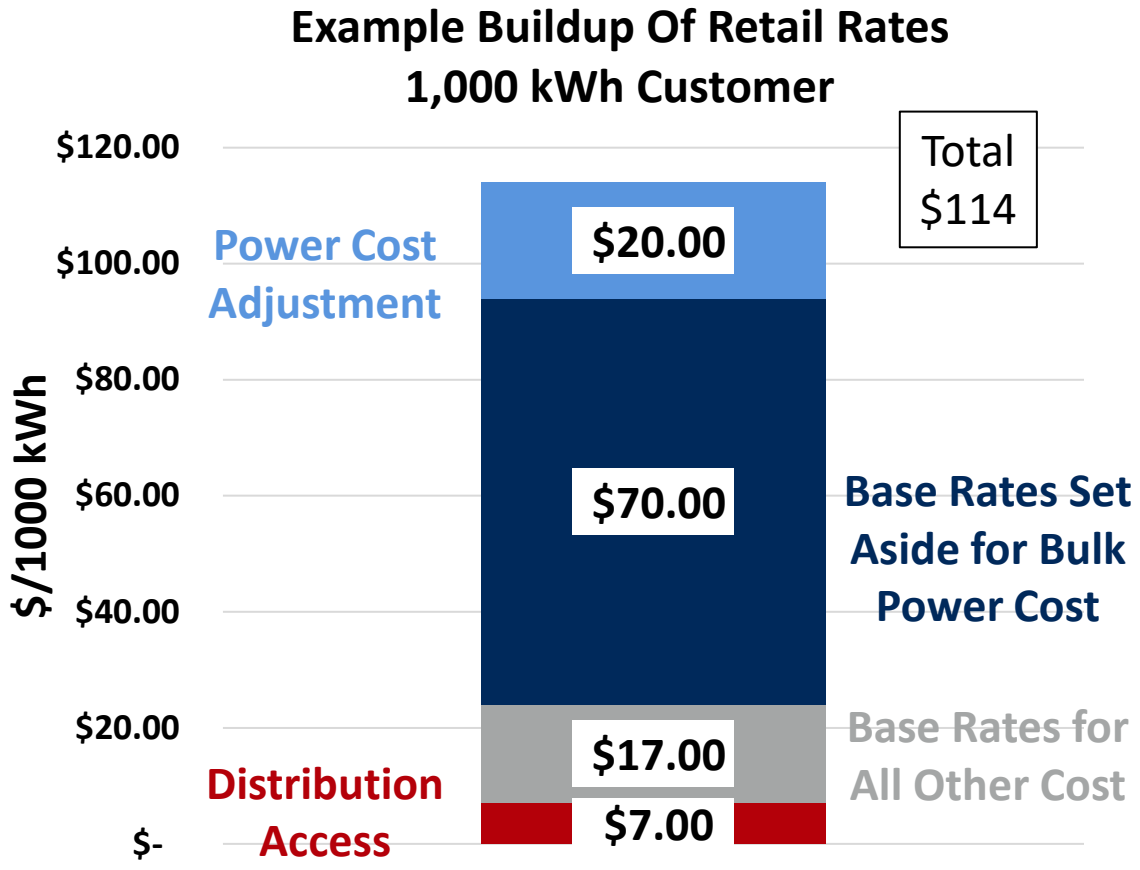
14,000 volts	115,000 to 500,000 volts	2,400 to 69,000 volts	Less than 600 volts

Voltages are approximate and intended for reference only there are many possible combinations

Utility Rates Reflect Ability to Manage to Goals

Base Rates, Power Cost Adjustment, Rate Stabilization Differ

- **Base Rates** (distribution access charges, energy charges, demand charges) support (i) the money needed to run the Clewiston distribution system and (ii) a portion of bulk power cost as of a certain point in time
- **The Power Cost Adjustment** makes up the difference between power costs supported by base rates and actual costs (+/- stabilization)



*PCA discussion reflects prevailing practices. Individual utility tariffs will differ in form and content.

Key Factors That Lower or Raise PCA

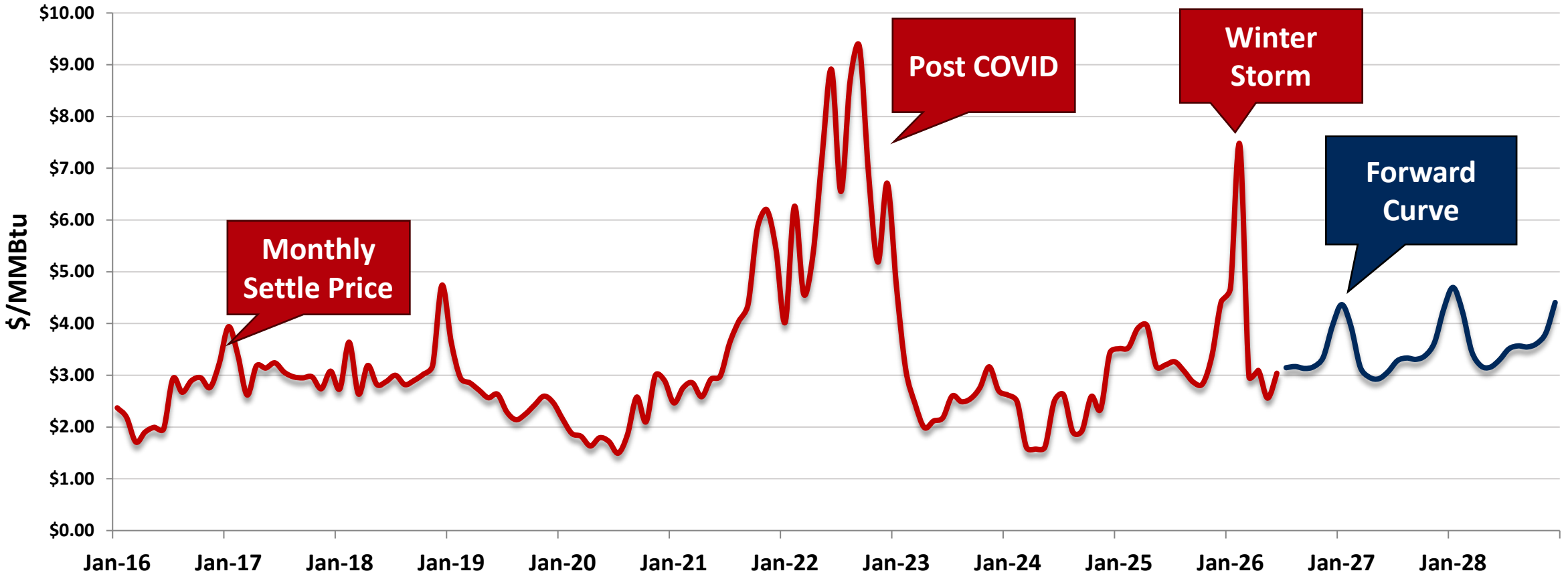
Weather and Load, Fuel Prices Drive Majority of Changes

Weather – colder or warmer weather means more sales, which may allow spreading fixed power supply costs over more volume than budgeted	• If sales are lower than expected, average rate goes up
Fuel Prices – FL energy ~75%-80% natural gas, which can go up or down	• FMPA price risk management efforts reduce yearly exposure
Other bulk power expenses – refund each year any un-used funds from prior budget period	• Transmission costs (roadway for energy to travel), power plant expenses

FMPA MUNICIPAL POWER

Natural Gas Fuel Price Volatility Impacts Florida

Recent High Cost Periods Reflect Post-Covid, Winter Storm Fern



FMPA MUNICIPAL POWER

Range of Approaches to Manage PCA Periodically

Most Target Smoothing To Avoid Large Changes In 1 Month

- Smoothing PCA generally a goal to avoid too many changes month over month
- If periods of stability allow, rate stabilization can be added to for supporting additional cushion
- When prices increase, can combine rate stabilization with adjustments to further smooth rates for customers
- Targets for stabilization vary

FMPA MUNICIPAL POWER

Agenda Item Memorandum

TO: City Commission of the City of Clewiston

FROM: Christopher Cooper, Community Development Director

VIA: Danny Williams, City Manager

DATE: August 17, 2026

SUBJECT: Food Trucks

Background: The Community Development Department is requesting that the City Commission review and discuss the current Food Truck Ordinance. Due to recent outreach and feedback from members of the community regarding the existing regulations, staff is seeking direction from the Commission on potential amendments to the ordinance.

The purpose of this discussion is to reevaluate whether the current ordinance meets the needs of the community, while supporting local businesses and promoting economic development. Staff request the Commission provide guidance on any potential revisions, if desired; to address concerns raised by residents and food truck operators.

Recommendation: Board's discretion

ARTICLE II. MOBILE FOOD VENDORS

Sec. 58-21. Definitions.

As used in this article, the following terms shall be defined as follows:

City-issued special event permit shall mean a permit issued by the city for special events per the requirements of chapter 10 section 45 of the City Code of Ordinances.

Ice cream truck. These vehicles vend only pre-packaged frozen dairy or frozen water-based food products, soft serve or hand-dipped frozen dairy or frozen water-based food products and pre-packaged beverages. These vehicles may be classified as "mobile food dispensing vehicles," as defined by F.S. § 509.102, if they include self-contained utilities, including, but not limited to, gas, water, electricity, or liquid waste disposal.

Mobile food vendor shall mean any individual engaged in offering or selling products from a mobile food truck.

Mobile food truck shall mean any vehicle that is movable from place to place and is used to vend food and beverage products. This definition shall include 'temporary commercial kitchens' and 'mobile food dispensing vehicles' as defined under section F.S. § 509.101.

Property owner shall mean the owner of real property on which the mobile food vendor operates.

(Ord. No. 2024-14, § 1, 9-16-2024)

Sec. 58-22. Requirements for mobile food vendors.

The following requirements shall apply to all mobile food vendor operations within the City.

(1) *Operation.* Mobile food trucks may operate on commercial or industrial zoned private property on Mondays and Tuesdays within the city. A mobile food truck shall operate only between the hours of 11:00 a.m. to 8:00 p.m., unless the property owner has obtained a city-issued special event permit. A mobile food truck shall not operate on public property without an issued special event permit from the city.

(2) *Health and safety regulations; display of state license.* All mobile food or ice cream trucks must have a valid permit issued by the State of Florida that is attached to the mobile food truck in a visible location. A copy of the annual City of Clewiston Fire Department inspection approval and a completed water/wastewater form approved by the utilities department are required to be submitted to the City of Clewiston prior to operating. A mobile food truck shall comply with all other federal, state, and local health and safety regulations and requirements, and shall obtain and maintain all licenses required by any other health or governmental organizations having jurisdiction over mobile food dispensing vehicles. Such licenses shall be firmly attached and visible on the mobile food truck at all times, and shall be produced to a law enforcement officer, or city code enforcement officer upon demand. All mobile food trucks shall be maintained in good repair and in a clean and sanitary condition. Routine inspections may be conducted by code enforcement officers, building code inspectors, fire inspectors, or police officers on each mobile food truck to ensure compliance with these provisions.

(3) *Food truck special event requirements.* Gatherings of two or more mobile food or ice cream trucks on a property at any given time shall be classified as a food truck special event. In order for such events to

occur, the property owner shall be required to obtain a city-issued special event permit prior the event taking place. Applications for special event permits shall be made by the property owner to the city in accordance with the requirements of chapter 10 section 45 of the City Code of Ordinances. Such special event application shall include the details of any outside seating, preparation, or storage requested by the applicant.

(4) *Consent of property owner.* A mobile food truck shall not operate on any private property without the written consent of the property owner. A copy of such written permission shall be maintained in the mobile food or ice cream truck at all times, and shall be produced to a law enforcement officer, or city code enforcement officer upon demand.

(5) *Vending, storage, outside seating.* All materials, equipment, and vending shall be self-contained within the mobile food or ice cream truck unless a special event permit has been approved and obtained by the city. Likewise, outside seating is prohibited unless a special event permit has been approved and obtained by the city.

(6) *Conducting business near existing retail food establishments.* A mobile food truck or ice cream truck shall not be located within 200 feet of any existing retail food establishment during such establishment's hours of operation without prior written permission from the retail food establishment. A copy of such written permission shall be maintained in the mobile food truck at all times, and shall be produced to a law enforcement officer, or city code enforcement officer upon demand.

(7) *Conducting business near city-sponsored or city-sanctioned special event.* A mobile food or ice cream truck shall not be located within 200 feet of any city-sponsored or city-sanctioned special event, unless the mobile food truck is permitted by the city in writing to operate at such event.

(8) *Conducting business in public right-of-way & access.* A mobile food truck, except for ice cream trucks, shall not conduct business or operate in the public right-of-way. Mobile food trucks nor ice cream trucks shall be parked:

a. In a fire lane or in an area blocking a fire hydrant.

b. In or blocking Americans with Disabilities (ADA) accessible parking spaces or accessible ramps.

c. On unimproved services (including but not limited to dirt, sand, grass, gravel, or vacant lots).

d. In any driveway aisles, "no parking zones", or "loading only areas".

(9) *Noise limitations.* Except for ice cream trucks, a mobile food truck shall not make sounds, announcements, or amplify music to call attention to its vending or products either while traveling on public or private rights of way, or when stationary. Ice cream trucks may emit sound on arterial roads between the hours of 5:00 to 7:00 PM. All mobile food trucks including, but not limited to, class III ice cream trucks, shall otherwise comply with the city's noise regulations in chapter 34 article IV of the City Code of Ordinances.

(10) *Waste disposal.* Mobile food or ice cream trucks shall:

a. Provide for their own waste collection and removal such that no waste remains on property they are situated on.

b. Provide a waste receptable for public use.

c. Keep the surrounding area neat and orderly at all times.

d. Remove all garbage or trash prior to departure of the mobile food truck each day.

e. Properly discard waste material in accordance with any applicable federal state, county, and municipal laws, rules, regulations, orders, or permits.

f. Not discharge grease or any waste materials into the stormwater system, tree pits, sidewalks, streets, parking lots, or onto any private or public property.

g. Not at any time discharge any fluids or toxic pollutants.

(Ord. No. 2024-14, § 1, 9-16-2024)

Sec. 58-23. Penalties for violations.

It shall be unlawful for any person to violate any of the provisions of this division. This division may be enforced by any means allowable by law, including, but not limited to, code enforcement citation under F.S. Ch. 162, and chapter 26 article IV of this Code of Ordinances or other legal action. If the citation method is used to punish violators, the violation shall be treated as a civil infraction, and fines shall be set forth in the schedule of fees and charges adopted by resolution of the city commission as such fines may be revised from time to time by resolution; however, any fine amount set forth in such resolution of the commission shall not exceed $500.00 per offense. Each day a violation occurs shall constitute a separate offense and shall be punishable hereunder as a separate offense.

(Ord. No. 2024-14, § 1, 9-16-2024)

Secs. 58-24—58-30. Reserved.

July 2026 Report

- Website Traffic & Insights Report
- Google Analytics (New account)
- Chatbot Analytics
- City Social Media Channels Insights
- YouTube Insights
- Nextddoor
- Parks & Rec Facebook Insights
- Golf Course Facebook Insights
- Golf Course Constant Contact Insights

City of Clewiston
Website Analytics

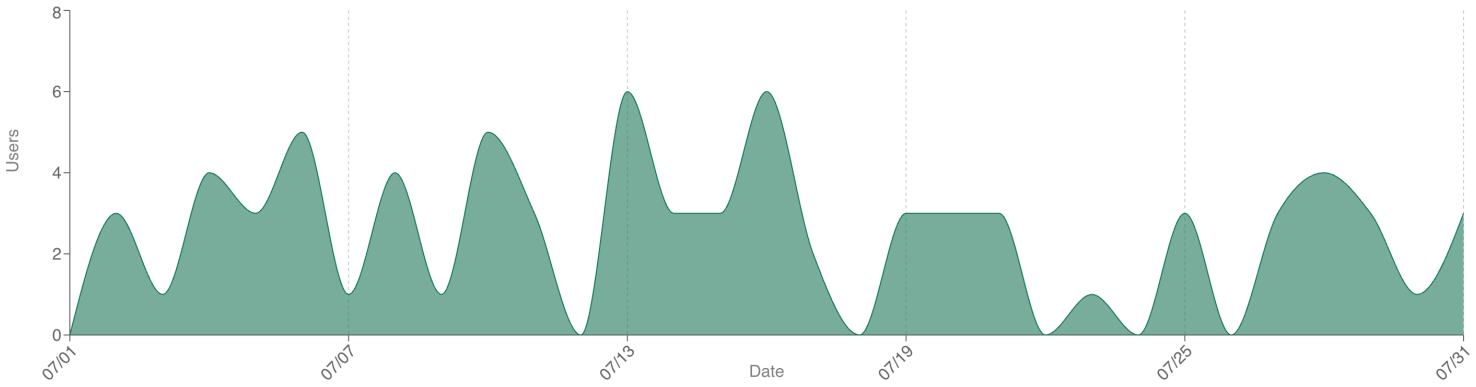
	City	Active users	New users	Engaged sessions	Engagement rate	Engaged sessions per active user	Average engagement time per active user	Event count All events
	Total	5,927 100% of total	5,546 100% of total	3,687 100% of total	45.03% Avg 0%	0.62 Avg 0%	44s Avg 0%	74,282 100% of total
1	(not set)	1,666 (28.11%)	1,225 (22.09%)	704 (19.09%)	40.86%	0.42	30s	37,722 (50.78%)
2	Miami	693 (11.69%)	568 (10.24%)	512 (13.89%)	51.25%	0.74	49s	5,016 (6.75%)
3	Clewiston	390 (6.58%)	297 (5.36%)	388 (10.52%)	55.83%	0.99	1m 32s	4,451 (5.99%)
4	Fort Myers	163 (2.75%)	131 (2.36%)	148 (4.01%)	60.16%	0.91	44s	1,448 (1.95%)
5	Columbus	140 (2.36%)	139 (2.51%)	3 (0.08%)	2.13%	0.02	1s	479 (0.64%)
6	Ashburn	123 (2.08%)	121 (2.18%)	24 (0.65%)	18.32%	0.20	6s	591 (0.8%)
7	Tampa	105 (1.77%)	90 (1.62%)	76 (2.06%)	57.58%	0.72	56s	703 (0.95%)
8	North Charleston	101 (1.7%)	101 (1.82%)	25 (0.68%)	20.83%	0.25	0s	384 (0.52%)
9	New York	96 (1.62%)	84 (1.51%)	56 (1.52%)	45.53%	0.58	36s	650 (0.88%)
10	Port St. Lucie	90 (1.52%)	74 (1.33%)	66 (1.79%)	58.41%	0.73	36s	639 (0.86%)

	Page title and screen class	Views	Active users	Views per active user	Average engagement time per active user	Event count All events
	Total	16,557 100% of total	5,927 100% of total	2.79 Avg 0%	44s Avg 0%	74,282 100% of total
1	Clewiston, FL | Official Website	2,716 (16.4%)	1,475 (24.89%)	1.84	23s	8,490 (11.43%)
2	Custom404 • Clewiston, FL • CivicEngage	1,718 (10.38%)	1,504 (25.38%)	1.14	4s	5,389 (7.25%)
3	Clewiston's 4th of July Celebration | Clewiston, FL	1,324 (8%)	817 (13.78%)	1.62	31s	3,886 (5.23%)
4	Employment Opportunities | Clewiston, FL	855 (5.16%)	439 (7.41%)	1.95	27s	2,347 (3.16%)
5	Utilities | Clewiston, FL	505 (3.05%)	192 (3.24%)	2.63	43s	1,494 (2.01%)
6	Agendas & Minutes | Clewiston, FL	445 (2.69%)	172 (2.9%)	2.59	29s	1,090 (1.47%)
7	Search • Clewiston, FL • CivicEngage	415 (2.51%)	205 (3.46%)	2.02	53s	1,186 (1.6%)
8	Calendar • Clewiston, FL • CivicEngage	369 (2.23%)	208 (3.51%)	1.77	15s	1,095 (1.47%)
9	C.S. Mott Pool | Clewiston, FL	320 (1.93%)	100 (1.69%)	3.20	1m 06s	781 (1.05%)
10	Permitting | Clewiston, FL	318 (1.92%)	151 (2.55%)	2.11	47s	998 (1.34%)

	Language	Active users	New users	Engaged sessions	Engagement rate	Engaged sessions per active user	Average engagement time per active user	Event count All events
	Total	5,927 100% of total	5,546 100% of total	3,687 100% of total	45.03% Avg 0%	0.62 Avg 0%	44s Avg 0%	74,282 100% of total
1	English	5,586 (94.25%)	5,214 (94.01%)	3,503 (95.01%)	45.1%	0.63	45s	72,301 (97.33%)
2	Spanish	187 (3.16%)	173 (3.12%)	125 (3.39%)	50.61%	0.67	39s	1,326 (1.79%)
3	Chinese	142 (2.4%)	141 (2.54%)	63 (1.71%)	44.37%	0.44	8s	531 (0.71%)
4	Portuguese	7 (0.12%)	7 (0.13%)	5 (0.14%)	29.41%	0.71	17s	64 (0.09%)
5	French	5 (0.08%)	5 (0.09%)	4 (0.11%)	44.44%	0.80	4m 00s	28 (0.04%)
6	German	3 (0.05%)	3 (0.05%)	1 (0.03%)	33.33%	0.33	5s	12 (0.02%)
7	Arabic	1 (0.02%)	1 (0.02%)	1 (0.03%)	100%	1.00	25s	9 (0.01%)
8	Norwegian Bokmål	1 (0.02%)	1 (0.02%)	1 (0.03%)	50%	1.00	58s	8 (0.01%)
9	Polish	1 (0.02%)	1 (0.02%)	0 (0%)	0%	0.00	0s	3 (<0.01%)

City of Clewiston
Chatbot Analytics

Unique Users	Total Queries	Self Resolution Rate	Unknown Answer Rate
77	101	62.34%	37.62%



Top Topics

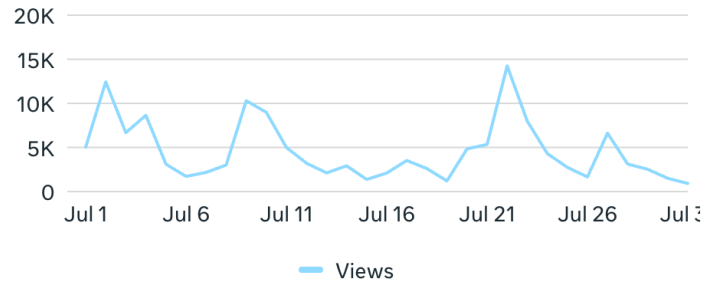
Power Outage	10
Dog Adoption	5
Pool Hours	4
Permit Application	3
Age Limit	2
Contact Information	2
Dog Identification	2
Real Estate	2
Recycling	2
Tee Time	2

Water & Utilities	8 questions	5 users
Recreation & Facilities	5 questions	5 users
Administrative Services	5 questions	5 users
Public Safety & Ordinances	3 questions	2 users
Housing & Property	3 questions	2 users
Waste Management	2 questions	2 users
Education & Youth	2 questions	1 users
Language & Accessibility	2 questions	2 users
Legal & Compliance	2 questions	1 users
Public Meetings & Media	1 questions	1 users
Public Projects & Infrastructure	1 questions	1 users
Community Support	1 questions	1 users
Miscellaneous	3 questions	2 users

City of Clewiston
Facebook

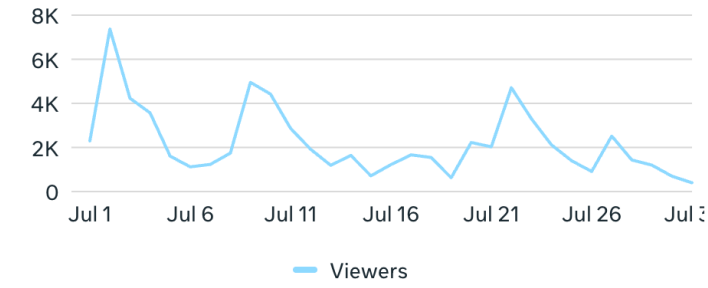
Views

141.9K ↓ 1%



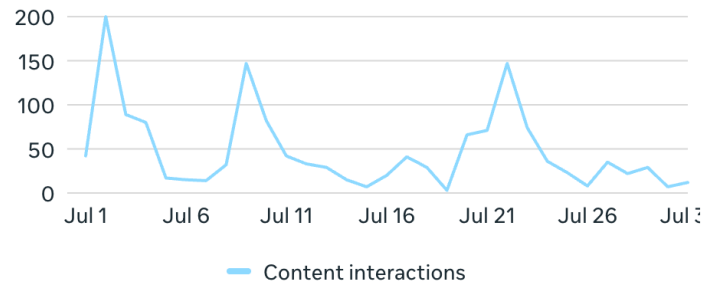
Viewers

26.2K ↑ 6.8%



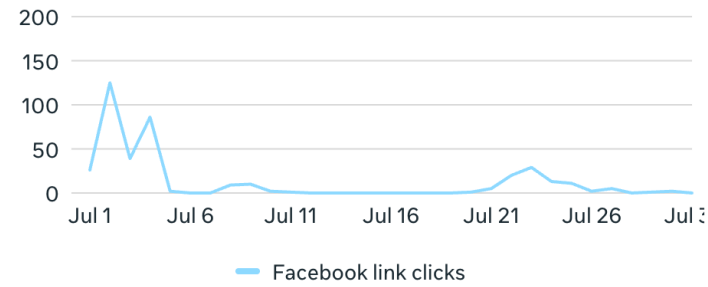
Content interactions

1.5K ↓ 15.5%



Link clicks

389 ↑ 157.6%

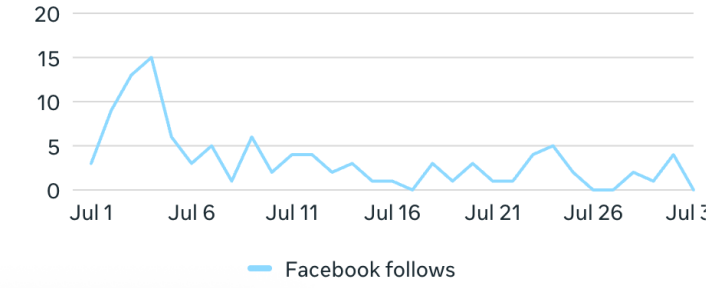


Visits

5.3K ↑ 21.6%

Follows

105 ↑ 45.8%

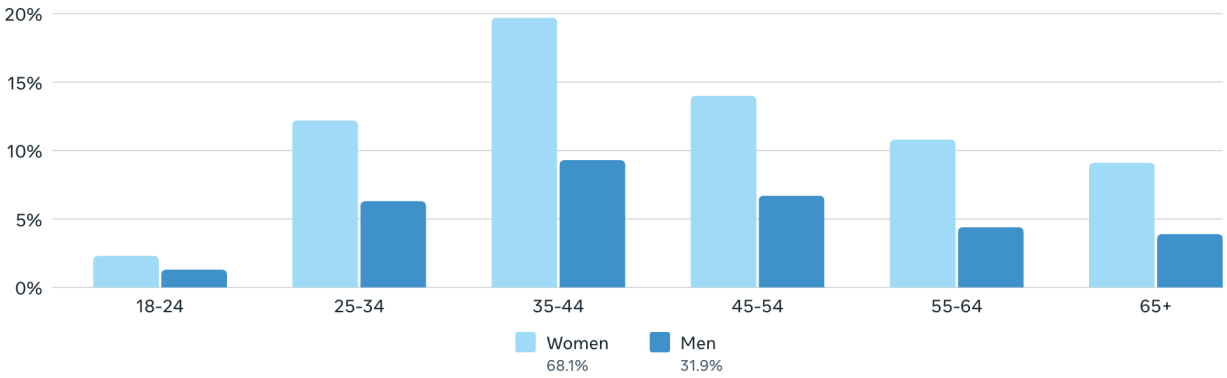


Followers

Lifetime

5,054

Age & gender

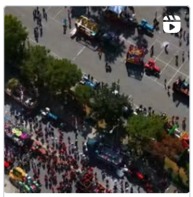


Top cities

Clewiston, FL	36.1%
Harlem, FL	6.4%
Moore Haven, FL	3.5%
Belle Glade, FL	3.4%
Port La Belle, FL	3.3%
La Belle, FL	2.6%
Okeechobee, FL	1.3%
Lehigh Acres, FL	1%
Cape Coral, FL	0.9%
Pahokee, FL	0.8%

Top countries

United States	104.6%
Mexico	0.6%
Canada	0.5%
Puerto Rico	0.2%
Colombia	0.1%
Costa Rica	0.1%
Cuba	0.1%
Philippines	0.1%
Trinidad and Tobago	0.1%
Vietnam	0.1%



The City of Clewiston is very excited as we...

Thu Jul 2, 10:58am

21.9K 255 0 49

The City of Clewiston is being recognized f...

Wed Jul 22, 3:20pm

14.8K 52 0 8

Celebrating America's 250th Birthday in...

Thu Jul 9, 11:26am

9.5K 89 1 2

Miscellaneous Paving Project Begins July 1...

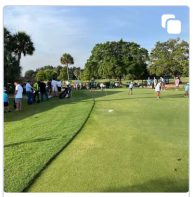
Fri Jul 10, 9:00am

8.1K 19 1 12

The City of Clewiston is pleased to share a...

Wed Jul 8, 7:57pm

6.9K 25 1 37



The City of Clewiston would like to thank al...

Tue Jul 21, 12:00pm

6.4K 41 1 1

A Look Back at a Wonderful Morning a...

Mon Jul 20, 7:00am

5.0K 33 2 4

Step back in time and discover the art of...

Wed Jul 1, 9:00am

4.4K 20 2 10

Published content

Based on up to 200 pieces of content

-3.7% vs. May 31, 2026 - Jun 30, 2026

Photos	23
Reels	3
Stories	0

Views

-1.0% vs. May 31, 2026 - Jun 30, 2026

Multi photo	60,392
Photo	46,282
Reels	33,933
Multi media	1,129
Text	81
Links	31
Others	2

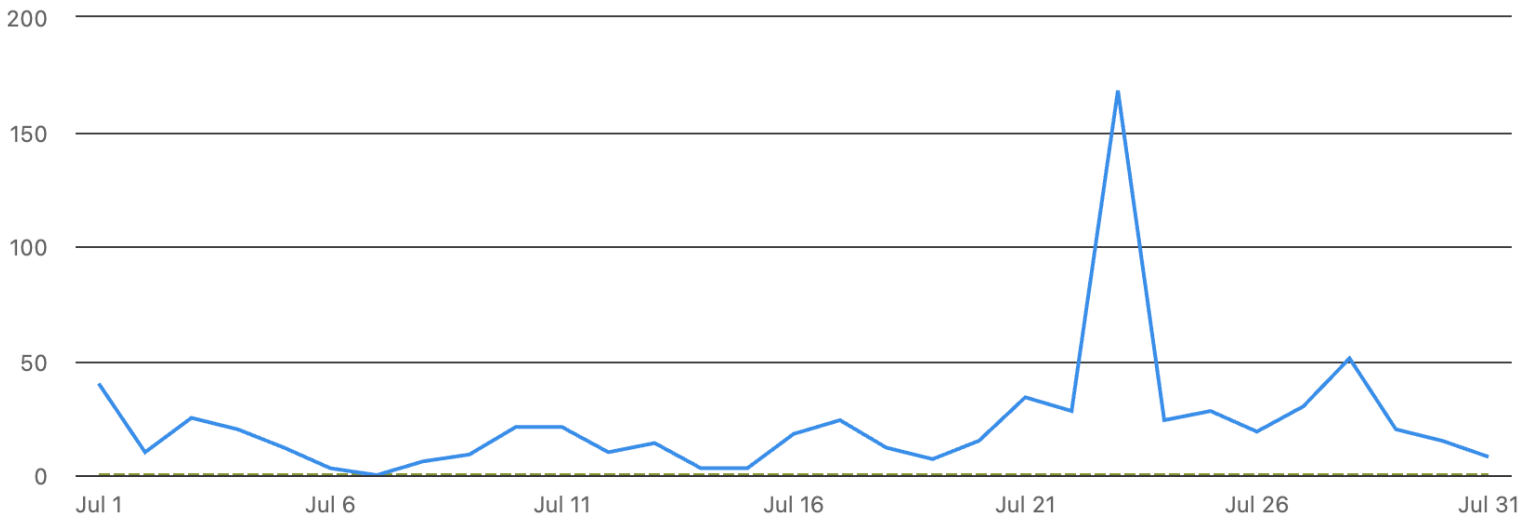
Content interactions

-15.5% vs. May 31, 2026 - Jun 30, 2026

Reels	531
Multi photo	500
Photo	301
Others	134
Multi media	1

City of Clewiston
LinkedIn

Impressions



Highlights

Data for 7/1/2026 - 7/31/2026

698
Impressions
▲96.1%

13
Reactions
▲30%

0
Comments
●0%

0
Reposts
●0%

Visitor highlights

26
Page views
▲18.2%

8
Unique visitors
●0%

0
Custom button clicks

Follower highlights

44
Total followers

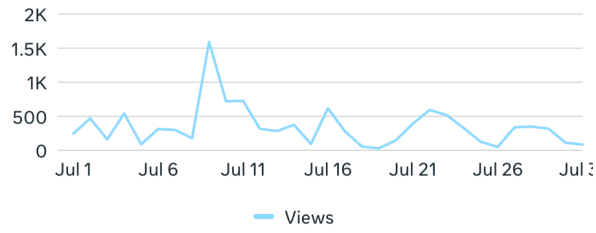
4
New followers in the last 30 days
▲100%

City of Clewiston
Instagram

Views

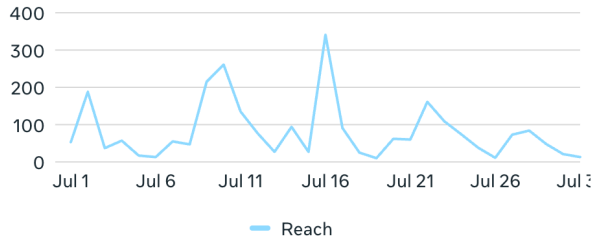
10.7K ↑ 31.8%

0 views
10,728 views



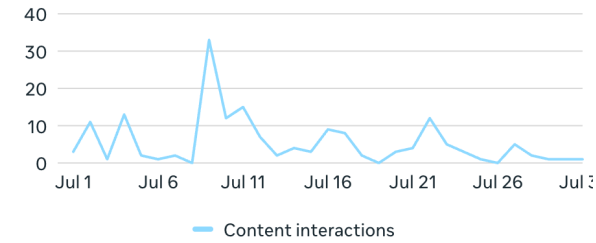
Reach

1.1K ↑ 56.7%



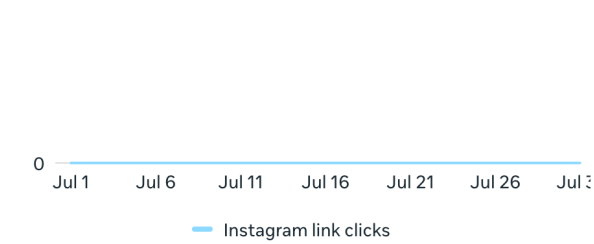
Content interactions

166 ↑ 17.7%



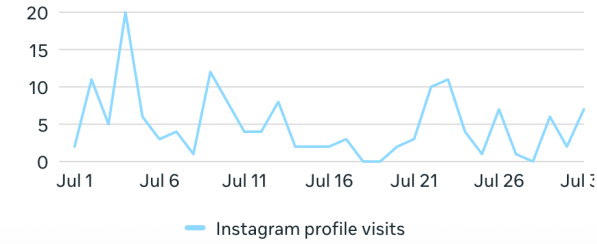
Link clicks

0 0%



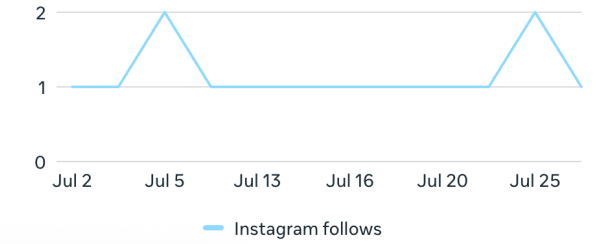
Visits

151 ↑ 21.8%



Follows

14 ↑ 27.3%

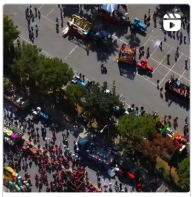


Celebrating America's 250th Birthday in...
Thu Jul 9, 11:35am
582 4
0 1

What a celebration of America, community,...
Thu Jul 9, 11:29am
573 10
0 2

A look back at one of the highlights from...
Sat Jul 11, 11:15am
507 8
0 2

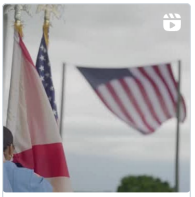
The City of Clewiston is being recognized f...
Wed Jul 22, 3:24pm
426 9
0 2



The City of Clewiston is very excited as we...
Thu Jul 2, 11:05am
404 10
0 1

What a celebration of America, community,...
Thu Jul 9, 11:34am
390 8
0 2

A Celebration We Will Remember. Looking...
Thu Jul 16, 5:50pm
333 7
0 1



American pride. America's Sweetest...
Fri Jul 10, 2:35pm
329 3
0 3

Published content

Based on up to 200 pieces of content

-14.3% vs. May 31, 2026 - Jun 30, 2026

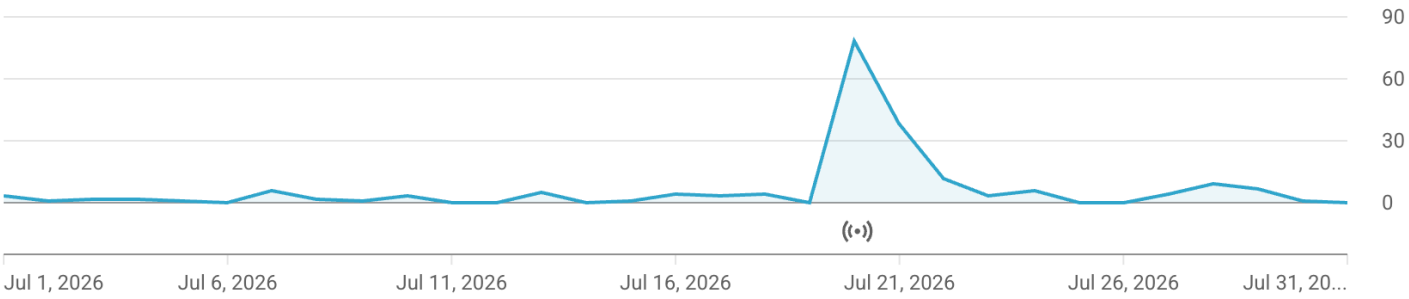
Stories 34

Posts 32

City of Clewiston
YouTube

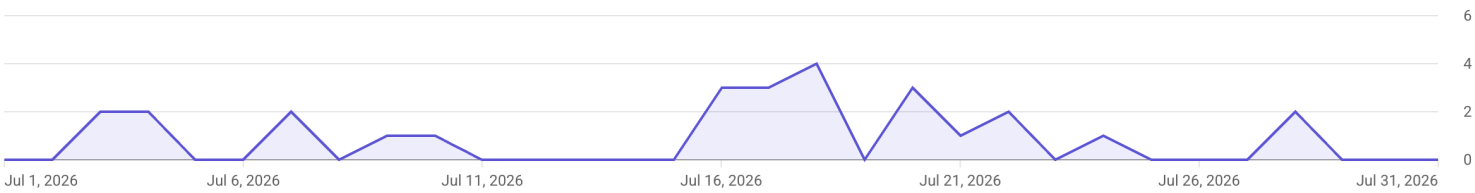
In July, people watched your videos 196 times

Views	Watch time (hours)	Subscribers
196 ↓	**36.9** ✓	**+6** ↑
19% less than May 31 – Jun 30, 2026	*About the same as May 31 – Jun 30, 2026*	*50% more than May 31 – Jun 30, 2026*



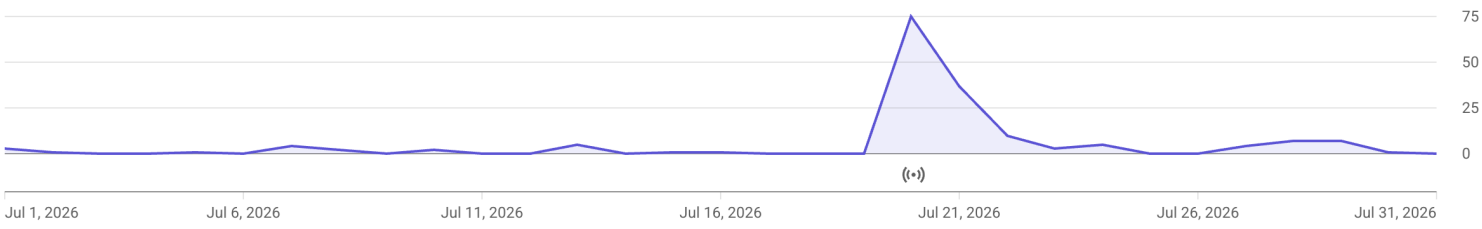
All | **Videos** | Live | Playlists | Podcasts

Views	Impressions	Impressions click-through rate	Average view duration
27 ↓	**1.4K** ↑	**1.2%**	**2:49**
18% less than May 31 – Jun 30, 2026	*5% more than May 31 – Jun 30, 2026*		



All | Videos | **Live** | Playlists | Podcasts

Views	Impressions	Impressions click-through rate	Average view duration
169 ↓	**3.6K** ✓	**3.5%**	**12:38**
19% less than May 31 – Jun 30, 2026	*About the same as May 31 – Jun 30, 2026*		



City of Clewiston
Nextdoor

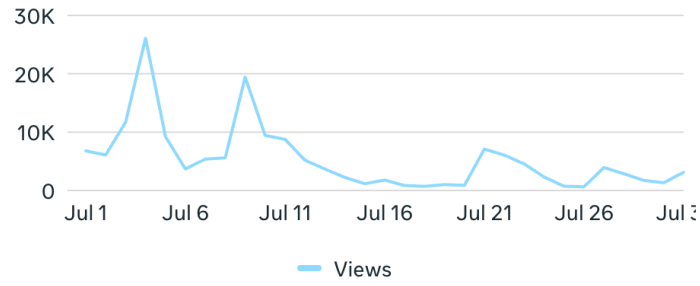
Area	Members	New members *	Claimed households	Agency posts *
City of Clewiston	823	6	646	22

Area	Members	New members *	Claimed households	Agency posts *
North Clewiston	472	4	358	21
SW Clewiston	182	2	154	21
Clewiston	169	0	134	21

City of Clewiston
Parks & Rec Facebook

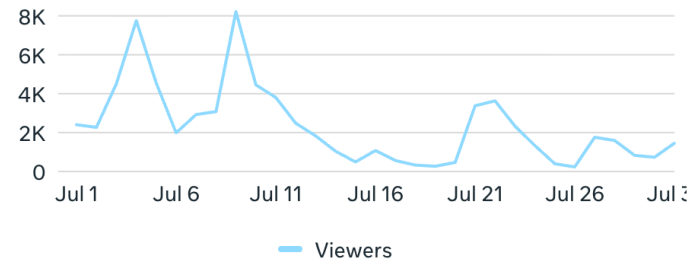
Views Export

163.9K ↓ 1.3%



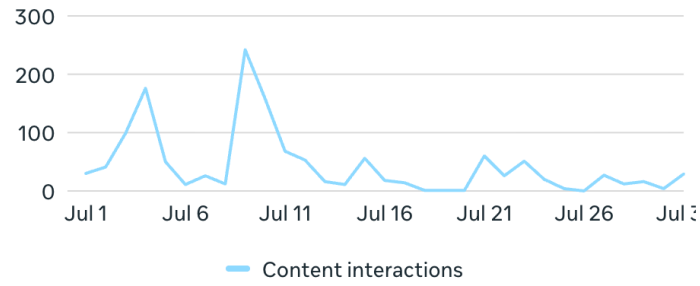
Viewers Export

26.3K ↑ 4.9%



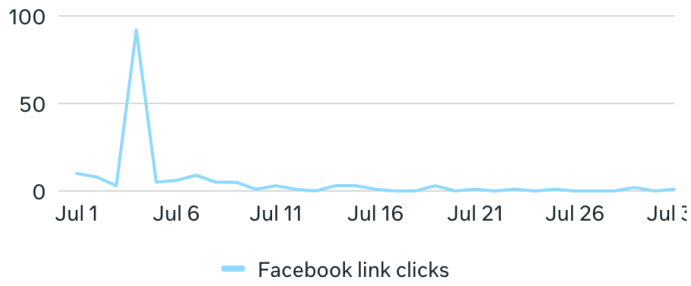
Content interactions Export

1.3K ↑ 5.8%



Link clicks Export

164 ↓ 40.6%

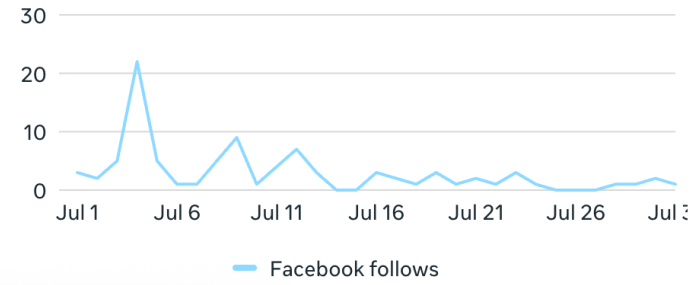


Visits Export

5.6K ↑ 8.7%

Follows Export

90 ↓ 24.4%

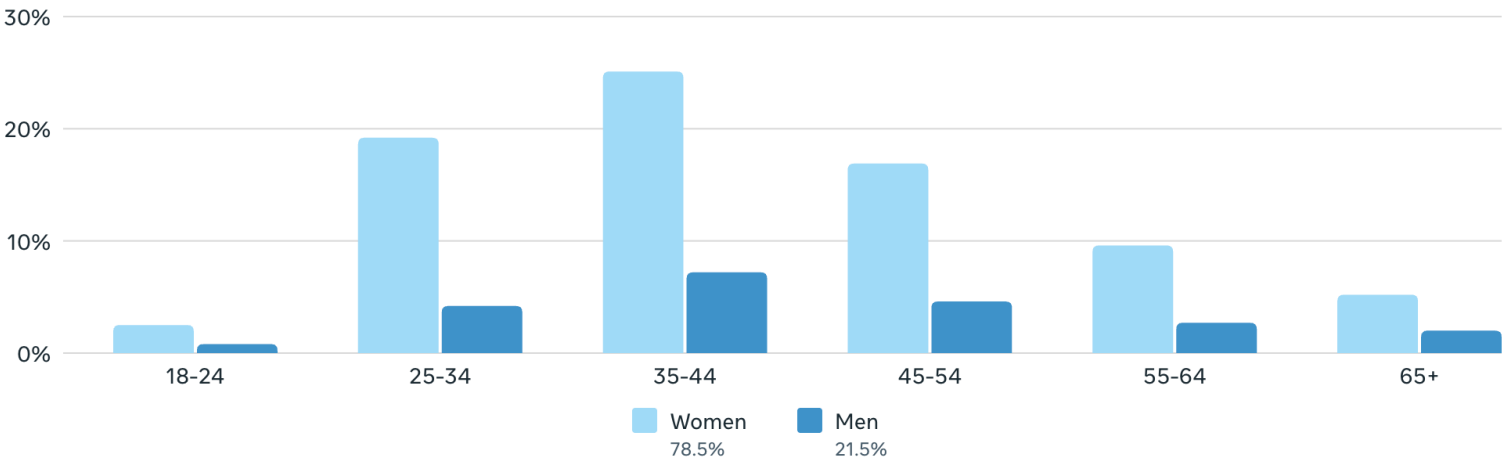


Followers

Lifetime

3,153

Age & gender



Top cities

Clewiston, FL	48.7%
Harlem, FL	7.6%
Moore Haven, FL	5.2%
Belle Glade, FL	4.2%
Port La Belle, FL	3.5%
La Belle, FL	2.8%
Okeechobee, FL	1.1%
Lehigh Acres, FL	1%
Cape Coral, FL	0.8%
Lake Placid, FL	0.8%

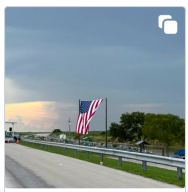
Top countries

United States	114.6%
Mexico	0.3%
Pakistan	0.2%
Puerto Rico	0.2%
Bangladesh	0.1%
Canada	0.1%
Guatemala	0.1%
Indonesia	0.1%
Nigeria	0.1%
Philippines	0.1%

What a celebration of America, community,...

Thu Jul 9, 10:50am

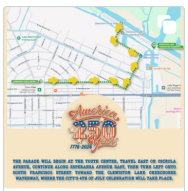
22.7K 138 5 6



The City of Clewiston apologizes for any...

Sat Jul 4, 6:32pm

22.1K 107 5 3



Tomorrow is the day! The Clewiston Parks...

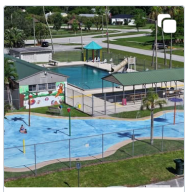
Fri Jul 3, 10:50am

16.0K 42 9 21

The City of Clewiston Parks and Recreation...

Tue Jul 21, 8:00am

10.9K 49 2 3



Summer fun is here at the City of Clewiston...

Tue Jul 7, 11:09am

10.7K 18 3 4

This free community event is happening ra...

Tue Jun 30, 1:49pm

9.0K 34 10 22

What a celebration of America, community,...

Thu Jul 9, 9:22am

6.8K 42 4 3

Clewiston Summer Camp 2026 is in Wee...

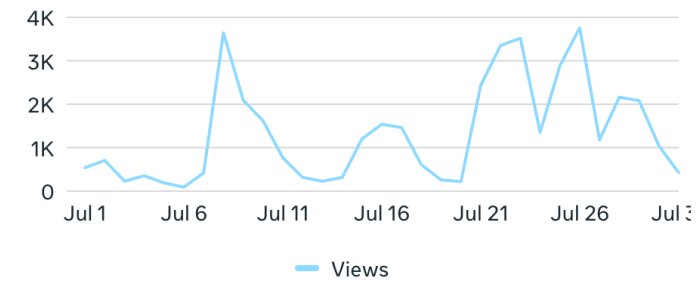
Thu Jul 23, 4:31pm

4.0K 28 1 2

City of Clewiston
Golf Course Facebook

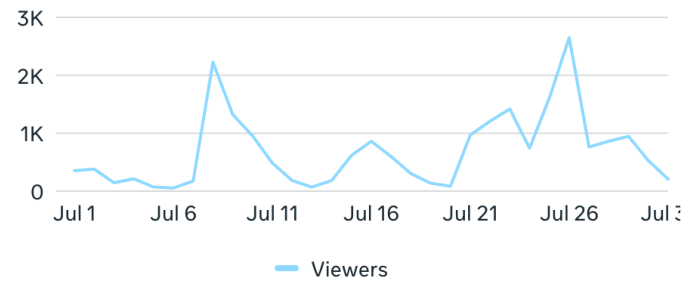
Views

41.0K ↑ 42.3%



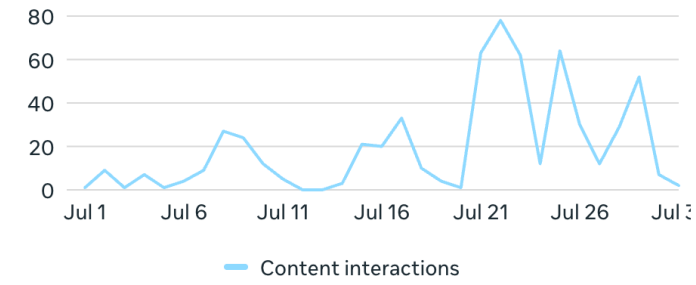
Viewers

9.9K ↑ 40.4%



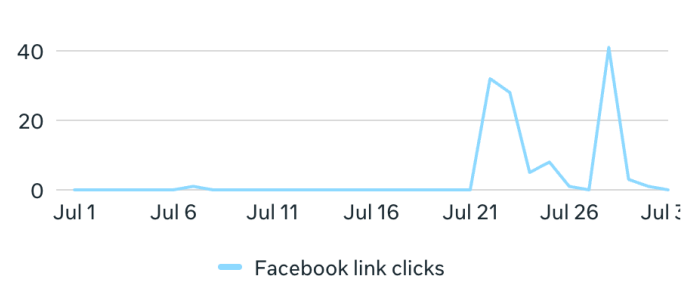
Content interactions

603 ↑ 23.3%



Link clicks

120 ↑ 275%

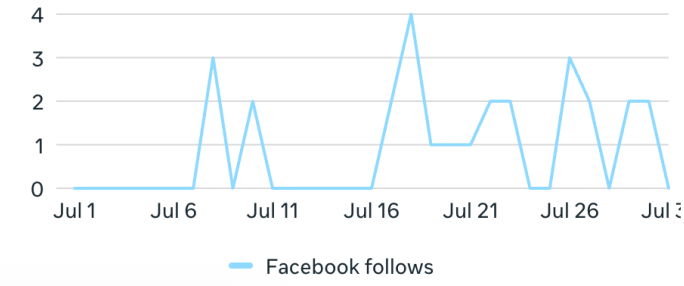


Visits

1.4K ↑ 6%

Follows

27 ↑ 22.7%

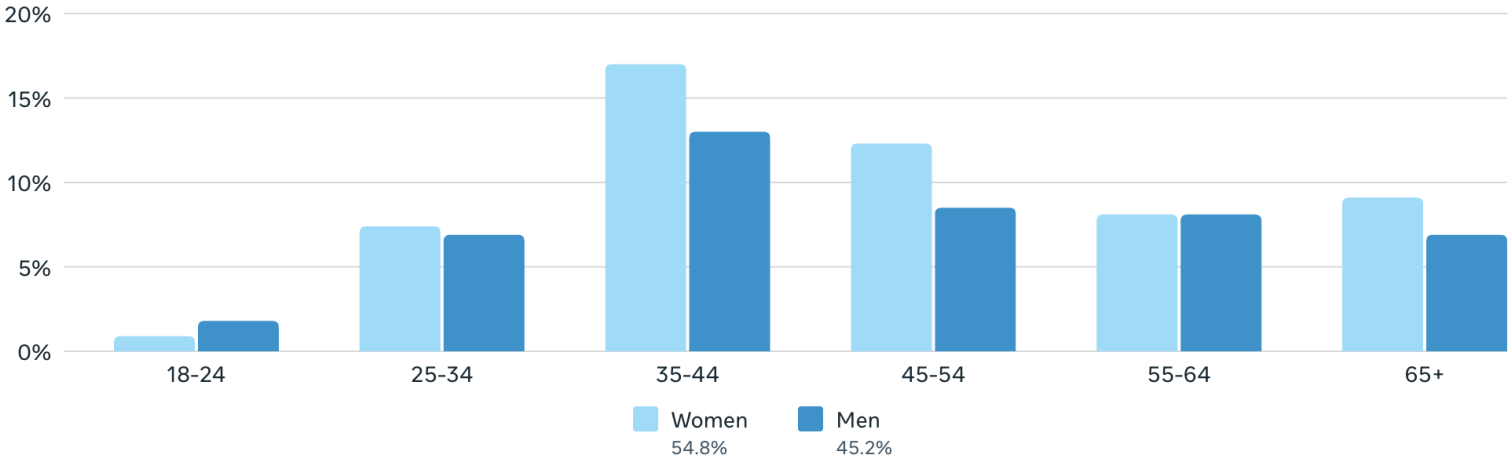


Followers

Lifetime

835

Age & gender



Top cities

Clewiston, FL	41.3%
Moore Haven, FL	4.9%
La Belle, FL	4.4%
Harlem, FL	4%
Port La Belle, FL	3.6%
Belle Glade, FL	2.9%
Lake Placid, FL	1.1%
Okeechobee, FL	1.1%
Loxahatchee, FL	1%
Wellington, FL	0.7%

Top countries

United States	109.8%
Canada	1.8%
Pakistan	0.5%
Puerto Rico	0.5%
Mexico	0.4%
Myanmar	0.4%
Nigeria	0.2%
Ukraine	0.2%
Argentina	0.1%
Brazil	0.1%

When a round of golf is offered, always say…

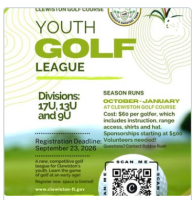
Sat Jul 25, 8:00am

7.4K 76 3 4

Summer is the perfect time to enjoy sunny…

Tue Jul 7, 7:20pm

4.8K 25 0 2



Clewiston Golf Course is excited to introduc…

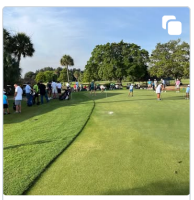
Wed Jul 22, 3:01pm

4.4K 20 13 19

Clewiston Golf Course is excited to remind…

Wed Jul 8, 9:00am

2.4K 10 0 9



Celebrating the 2026 Clewiston Boys & Gir…

Tue Jul 21, 11:59am

2.4K 39 0 3

Looking for more time on the course? Beco…

Thu Jul 23, 9:00am

2.3K 16 0 1

Today, Clewiston Golf Course welcomed…

Wed Jul 29, 4:16pm

2.1K 42 4 3

A Celebration of Junior Golf On Saturday, Jul…

Thu Jul 16, 7:00am

1.9K 17 0 2

City of Clewiston
Constant Contact

07.29

Sent | Email • Sent Jul 29, 2026 at 4:32pm EDT

247 sends • 69 (38%) opens • 3 (2%) clicks • 64 (26%) bounces • 0 (0%) unsubscribes

07.24

Sent | Email • Sent Jul 24, 2026 at 8:00am EDT

247 sends • 76 (43%) opens • 4 (2%) clicks • 69 (28%) bounces • 0 (0%) unsubscribes

07.21-2

Sent | Email • Sent Jul 21, 2026 at 1:46pm EDT

247 sends • 69 (39%) opens • 5 (3%) clicks • 70 (28%) bounces • 0 (0%) unsubscribes

07.21

Sent | Email • Sent Jul 21, 2026 at 12:00pm EDT

247 sends • 73 (41%) opens • 5 (3%) clicks • 69 (28%) bounces • 0 (0%) unsubscribes

07.17

Sent | Email • Sent Jul 17, 2026 at 9:00am EDT

248 sends • 80 (44%) opens • 4 (2%) clicks • 68 (27%) bounces • 0 (0%) unsubscribes

07.03

Sent | Email • Sent Jul 3, 2026 at 11:39am EDT

248 sends • 70 (39%) opens • 3 (2%) clicks • 68 (27%) bounces • 0 (0%) unsubscribes

PROTECTIVE INSPECTIONS
ACTIVITY REPORT
JULY 2026

Building Department

- Issued 26 permits
- Performed 98 inspections
- Performed 35 plan reviews
- Serviced 200 customers (both by phone & walk-ins)
- Business Licenses issued 8 (renewals & new)
- Issued 4 yard sale permits
- Prepared report for U.S. Census Bureau
- Prepared report for SW Florida Regional Planning Council
- Prepared report for Hendry County Property Appraiser

Planning & Zoning

- No meeting in July

Building Board

- Meeting on July 9th,2026

Detailed Breakdown

Record Type	Record #	Type	Result	Address	Logged at
New Residential (One & Two Family)	RES-N-25-0003	Roof Final	Pass	321 W SUGARLAND CIR, CLEWISTON, FL 33440	07-31-26, 4:06pm
Addition/Remodels Commercial	ADD-C-26-0009	Wallboard/Drywall Fastening	Pass	328 E SUGARLAND HWY, CLEWISTON, FL 33440	07-30-26, 8:47am
Addition/Remodels Commercial	ADD-C-26-0009	Insulation	Pass	328 E SUGARLAND HWY, CLEWISTON, FL 33440	07-30-26, 8:46am
Addition/Remodels Commercial	ADD-C-26-0009	Framing	Pass	328 E SUGARLAND HWY, CLEWISTON, FL 33440	07-30-26, 8:45am
Addition/Remodels Commercial	ADD-C-26-0009	Above Ceiling Electrical	Pass	328 E SUGARLAND HWY, CLEWISTON, FL 33440	07-30-26, 8:43am
Addition/Remodels Commercial	ADD-C-26-0009	Above Ceiling Plumbing	Pass	328 E SUGARLAND HWY, CLEWISTON, FL 33440	07-30-26, 8:36am
Addition/Remodels Commercial	ADD-C-26-0009	Sewer Connection	Pass	328 E SUGARLAND HWY, CLEWISTON, FL 33440	07-30-26, 8:35am
New Commercial (Multi-Family)	24-0275	Footer/Slab	Pass	1301 Olympia Street, Clewiston 33440, Florida	07-31-26, 4:27pm
Addition/Remodels Commercial	ADD-C-26-0008	Above Ceiling Mechanical	Fail	117 BOND ST, CLEWISTON, FL 33440	07-29-26, 1:14pm
Electrical Service	ELEC-26-0027	Electrical Rough in	Pass	700 E Ventura Ave	07-30-26, 12:04pm
Addition/Remodels Commercial	ADD-C-26-0004	Underground Plumbing	Cancel	215 S FRANCISCO ST, CLEWISTON, FL 33440	07-28-26, 3:20pm
Addition/Remodels Commercial	ADD-C-25-0001	Rough Framing	Pass	1005 W SUGARLAND HWY, CLEWISTON, FL 33440	07-21-26, 11:30am
Addition/Remodels Residential	ADD-R-26-0001	Buck or Door/Window Install	Pass	207 VIA DEL AQUA, CLEWISTON, FL 33440	07-21-26, 4:40pm
Signs	SIGN-26-0018	Final Building	Pass	201 S BERNER RD, CLEWISTON, FL 33440	07-31-26, 4:27pm
Driveway/Concrete	DRIVE-26-0011	Footer	Pass	414 W SUGARLAND CIR, CLEWISTON, FL 33440	07-21-26, 4:34pm
Misc Repairs	MISC-26-0001	Wallboard/Drywall Fastening	Pass	1028 BAYBERRY LOOP, CLEWISTON, FL 33440	07-20-26, 4:45pm
New Commercial (Multi-Family)	24-0347	Electrical Rough in	Pass	201 Flagler St, Clewiston 33440, Florida	07-24-26, 12:44pm
Addition/Remodels Commercial	ADD-C-25-0001	Plumbing Rough in	Pass	1005 W SUGARLAND HWY, CLEWISTON, FL 33440	07-21-26, 10:01am
Addition/Remodels Commercial	ADD-C-25-0001	Electrical Rough in	Pass	1005 W SUGARLAND HWY, CLEWISTON, FL 33440	07-21-26, 10:01am

Record Type	Record #	Type	Result	Address	Logged at
Addition/Remodels Residential	ADD-R-26-0001	Buck or Door/Window Install	Fail	207 VIA DEL AQUA, CLEWISTON, FL 33440	07-17-26, 12:31pm
New Commercial (Multi-Family)	24-0347	Wall dry-in	Pass	201 Flagler St, Clewiston 33440, Florida	07-25-26, 9:04am
New Commercial (Multi-Family)	25-0163	Wallboard/Drywall Fastening	Pass	611 E Sugarland Hwy, Clewiston 33440, Florida	07-22-26, 10:24am
New Commercial (Multi-Family)	COM-N-26-0001	Footer	Pass	1307 OLYMPIA ST, CLEWISTON, FL 33440	07-14-26, 4:42pm
New Commercial (Multi-Family)	24-0275	Wall dry-in	Pass	1301 Olympia Street, Clewiston 33440, Florida	07-14-26, 2:15pm
New Commercial (Multi-Family)	24-0275	Wall dry-in	Cancel	1301 Olympia Street, Clewiston 33440, Florida	07-14-26, 2:15pm
New Commercial (Multi-Family)	24-0275	Wall dry-in	Cancel	1301 Olympia Street, Clewiston 33440, Florida	07-14-26, 2:15pm
New Commercial (Multi-Family)	24-0275	Electrical Rough in	Pass	1301 Olympia Street, Clewiston 33440, Florida	07-14-26, 2:15pm
Misc Repairs	MISC-26-0001	Insulation	Pass	1028 BAYBERRY LOOP, CLEWISTON, FL 33440	07-10-26, 4:31pm
Roof (new + re-roof)	ROOF-26-0036	In Progress	Pass	716 BOWDEN RD, CLEWISTON, FL 33440	07-10-26, 3:03pm
Electrical Service	ELEC-26-0021	Electrical Rough in	Pass	304 E CRESCENT DR, CLEWISTON, FL 33440	07-08-26, 1:28pm
Windows/Doors	WD-26-0023	Final Building	Pass	725 SAN JUAN ST, CLEWISTON, FL 33440	07-08-26, 1:56pm
Windows/Doors	WD-26-0032	Final Building	Pass	911 N BERNER RD, CLEWISTON, FL 33440	07-29-26, 4:25pm
Windows/Doors	WD-26-0032	Window & Door Fastening	Pass	911 N BERNER RD, CLEWISTON, FL 33440	07-29-26, 4:24pm
Windows/Doors	WD-26-0031	Final Building	Pass	508 SAN LUIZ AVE, CLEWISTON, FL 33440	07-29-26, 11:47am
Windows/Doors	WD-26-0031	Window & Door Fastening	Pass	508 SAN LUIZ AVE, CLEWISTON, FL 33440	07-28-26, 1:56pm
Electrical Service	ELEC-26-0022	Early Power	Pass	440 E VENTURA AVE, CLEWISTON, FL 33440	07-07-26, 2:32pm
Windows/Doors	WD-26-0030	Final Building	Pass	204 E SUGARLAND CIR, CLEWISTON, FL 33440	07-27-26, 4:21pm
Windows/Doors	WD-26-0030	Window & Door Fastening	Pass	204 E SUGARLAND CIR, CLEWISTON, FL 33440	07-27-26, 4:21pm
New Commercial (Multi-Family)	24-0275	Electrical Rough in	Pass	1301 Olympia Street, Clewiston 33440, Florida	07-10-26, 4:31pm

Record Type	Record #	Type	Result	Address	Logged at
New Commercial (Multi-Family)	24-0347	Main Drain	Pass	201 Flagler St, Clewiston 33440, Florida	07-10-26, 2:47pm
Addition/Remodels Commercial	ADD-C-25-0001	Above Ceiling Electrical	Pass	1005 W SUGARLAND HWY, CLEWISTON, FL 33440	07-07-26, 4:06pm
Addition/Remodels Commercial	ADD-C-26-0010	Roof Truss	Pass	839 E ALVERDEZ AVE, CLEWISTON, FL 33440	07-01-26, 11:34am
New Commercial (Multi-Family)	24-0275	Slab	Pass	1301 Olympia Street, Clewiston 33440, Florida	07-01-26, 11:35am
Electrical Service	ELEC-26-0024	Electrical Rough in	Pass	730 S Francisco St; Lot #64	07-02-26, 10:27am
New Commercial (Multi-Family)	24-0347	HVAC Duct	Pass	201 Flagler St, Clewiston 33440, Florida	07-01-26, 1:49pm
Roof (new + re-roof)	ROOF-26-0039	Final	Pass	410 ROYAL PALM AVE, CLEWISTON, FL 33440	07-23-26, 8:09am
Roof (new + re-roof)	ROOF-26-0039	Dry-in	Pass	410 ROYAL PALM AVE, CLEWISTON, FL 33440	07-23-26, 8:09am
Roof (new + re-roof)	ROOF-26-0039	Sheathing	Pass	410 ROYAL PALM AVE, CLEWISTON, FL 33440	07-23-26, 8:08am
Roof (new + re-roof)	ROOF-26-0039	In Progress	Pass	410 ROYAL PALM AVE, CLEWISTON, FL 33440	07-23-26, 8:08am
Electrical Service	ELEC-26-0022	Electrical Final	Fail	440 E VENTURA AVE, CLEWISTON, FL 33440	07-20-26, 4:45pm
Roof (new + re-roof)	ROOF-26-0038	Final	Pass	316 W AVENIDA DEL RIO, CLEWISTON, FL 33440	07-27-26, 2:46pm
Roof (new + re-roof)	ROOF-26-0038	In Progress	Pass	316 W AVENIDA DEL RIO, CLEWISTON, FL 33440	07-21-26, 4:40pm
Driveway/Concrete	DRIVE-26-0011	Footer	Fail	414 W SUGARLAND CIR, CLEWISTON, FL 33440	07-08-26, 2:27pm
Roof (new + re-roof)	ROOF-26-0036	Final	Pass	716 BOWDEN RD, CLEWISTON, FL 33440	07-16-26, 1:02pm
Windows/Doors	WD-26-0025	Final Building	Pass	521 W ALVERDEZ AVE, CLEWISTON, FL 33440	07-01-26, 1:28pm
Windows/Doors	WD-26-0025	Window & Door Fastening	Pass	521 W ALVERDEZ AVE, CLEWISTON, FL 33440	07-01-26, 11:47am
Swimming Pool/Spa	POOL-26-0001	Perimeter Plumbing	Pass	710 HARVEST LN, CLEWISTON, FL 33440	07-30-26, 1:46pm
Swimming Pool/Spa	POOL-26-0001	Main Drain	Pass	710 HARVEST LN, CLEWISTON, FL 33440	07-10-26, 2:51pm
Swimming Pool/Spa	POOL-26-0001	Pool (Plumbing)	Pass	710 HARVEST LN, CLEWISTON, FL 33440	07-30-26, 1:46pm

Record Type	Record #	Type	Result	Address	Logged at
Swimming Pool/Spa	POOL-26-0001	Deck Perimeter Bonding	Pass	710 HARVEST LN, CLEWISTON, FL 33440	07-30-26, 1:47pm
Swimming Pool/Spa	POOL-26-0001	Underground	Pass	710 HARVEST LN, CLEWISTON, FL 33440	07-30-26, 1:48pm
Swimming Pool/Spa	POOL-26-0001	Steel Bonding	Pass	710 HARVEST LN, CLEWISTON, FL 33440	07-10-26, 2:51pm
Swimming Pool/Spa	POOL-26-0001	Deck	Pass	710 HARVEST LN, CLEWISTON, FL 33440	07-30-26, 1:49pm
Swimming Pool/Spa	POOL-26-0001	Steel	Pass	710 HARVEST LN, CLEWISTON, FL 33440	07-10-26, 2:51pm
Swimming Pool/Spa	POOL-26-0001	Pool (Structural)	Pass	710 HARVEST LN, CLEWISTON, FL 33440	07-10-26, 2:51pm
Shutters	SHUT-26-0002	Framing Final	Pass	502 WATER OAK AVE, CLEWISTON, FL 33440	07-01-26, 11:33am
New Commercial (Multi-Family)	24-0347	Wallboard/Drywall Fastening	Pass	201 Flagler St, Clewiston 33440, Florida	07-07-26, 8:47am
Roof (new + re-roof)	ROOF-26-0034	In Progress	Pass	300 S BERNER RD, CLEWISTON, FL 33440	07-29-26, 4:39am
New Residential (One & Two Family)	RES-N-26-0003	Monolithic Slab	Pass	537 E TRINIDAD AVE, CLEWISTON, FL 33440	07-24-26, 12:43pm
New Residential (One & Two Family)	RES-N-26-0003	Underground Plumbing	Pass	537 E TRINIDAD AVE, CLEWISTON, FL 33440	07-23-26, 2:42pm
Windows/Doors	WD-26-0023	Final Building	Fail	725 SAN JUAN ST, CLEWISTON, FL 33440	07-07-26, 3:43pm
Windows/Doors	WD-26-0023	Window & Door Fastening	Pass	725 SAN JUAN ST, CLEWISTON, FL 33440	07-01-26, 10:28am
Plumbing	PLU-26-0006	Plumbing Final	Pass	504 E SUGARLAND HWY, CLEWISTON, FL 33440	07-27-26, 2:34pm
Windows/Doors	WD-26-0022	Final Building	Pass	610 ORCHARD PARK DR, CLEWISTON, FL 33440	07-07-26, 2:36pm
Windows/Doors	WD-26-0022	Window & Door Fastening	Pass	610 ORCHARD PARK DR, CLEWISTON, FL 33440	07-07-26, 2:36pm
Addition/Remodels Commercial	ADD-C-26-0010	Final Building	Pass	839 E ALVERDEZ AVE, CLEWISTON, FL 33440	07-28-26, 7:56am
Addition/Remodels Commercial	ADD-C-26-0010	Roof Sheathing	Pass	839 E ALVERDEZ AVE, CLEWISTON, FL 33440	07-01-26, 11:34am
Windows/Doors	WD-26-0017	Window & Door Fastening	Fail	225 VIA DEL AQUA, CLEWISTON, FL 33440	07-08-26, 4:27pm
Accessory Structure (Other than Aluminum)	ACC-26-0016	Footer/Slab	Pass	421 E DEL MONTE AVE, CLEWISTON, FL 33440	07-01-26, 8:28am

Record Type	Record #	Type	Result	Address	Logged at
Stucco/Siding/Soffit	STU-26-0001	Final Building	Pass	708 E DEL MONTE AVE, CLEWISTON, FL 33440	07-10-26, 2:57pm
Stucco/Siding/Soffit	STU-26-0001	Lath/Soffit/Fascia	Pass	708 E DEL MONTE AVE, CLEWISTON, FL 33440	07-07-26, 2:35pm
Roof (new + re-roof)	ROOF-26-0023	Final	Fail	619 BOWDEN RD, CLEWISTON, FL 33440	07-01-26, 10:51am
Addition/Remodels Commercial	ADD-C-26-0009	Framing	Pass	328 E SUGARLAND HWY, CLEWISTON, FL 33440	07-30-26, 8:44am
Addition/Remodels Commercial	ADD-C-26-0009	Gas rough piping	Pass	328 E SUGARLAND HWY, CLEWISTON, FL 33440	07-30-26, 8:36am
Addition/Remodels Commercial	ADD-C-26-0009	Plumbing 2nd Rough	Pass	328 E SUGARLAND HWY, CLEWISTON, FL 33440	07-30-26, 8:35am
Addition/Remodels Commercial	ADD-C-26-0009	Electrical Rough in	Pass	328 E SUGARLAND HWY, CLEWISTON, FL 33440	07-30-26, 8:42am
Addition/Remodels Commercial	ADD-C-26-0009	Underground Plumbing	Pass	328 E SUGARLAND HWY, CLEWISTON, FL 33440	07-30-26, 8:33am
New Commercial (Multi-Family)	COM-N-26-0003	Plumbing Rough in	Pass	335 Bond st. Clewiston Fl 33440	07-15-26, 3:23pm
Roof (new + re-roof)	ROOF-26-0017	Final	Pass	350 S BERNER RD, CLEWISTON, FL 33440	07-14-26, 4:41pm
Addition/Remodels Commercial	ADD-C-26-0004	Underground Plumbing	Pass	215 S FRANCISCO ST, CLEWISTON, FL 33440	07-24-26, 12:44pm
Accessory Structure (Other than Aluminum)	ACC-26-0009	Final Building	Pass	542 OLD FARM PL, CLEWISTON, FL 33440	07-08-26, 1:57pm
Accessory Structure (Other than Aluminum)	ACC-26-0009	Framing	Pass	542 OLD FARM PL, CLEWISTON, FL 33440	07-08-26, 1:56pm
Addition/Remodels Residential	ADD-R-26-0001	Plumbing Final	Pass	207 VIA DEL AQUA, CLEWISTON, FL 33440	07-29-26, 2:16pm
Windows/Doors	WD-26-0002	Final Building	Pass	421 E DEL MONTE AVE, CLEWISTON, FL 33440	07-28-26, 2:06pm
Accessory Structure (Other than Aluminum)	ACC-26-0002	Final Building	Pass	705 SAGINAW AVE, CLEWISTON, FL 33440	07-17-26, 11:57am
Addition/Remodels Commercial	ADD-C-25-0007	Fire Final	Pass	848 W VENTURA AVE, CLEWISTON, FL 33440	07-07-26, 8:45am
Signs	SIGN-25-0004	Electrical Rough in	Fail	1030 W SUGARLAND HWY, CLEWISTON, FL 33440	07-01-26, 2:26pm
New Residential (One & Two Family)	RES-N-25-0003	Buck or Door/Window Install	Pass	321 W SUGARLAND CIR, CLEWISTON, FL 33440	07-17-26, 12:27pm

Detailed Breakdown

Record #	Address	Issued Date	Fees Collected	Status	Description Of Proposed Improvement
ROOF-26-0046	602 E DEL MONTE AVE, CLEWISTON, FL 33440	07-31-26, 4:08pm	$282.10	Issued	Remove and replace roof, like for like
ELEC-26-0028	408 E DEL MONTE AVE, CLEWISTON, FL 33440	07-31-26, 4:08pm	$94.90	Issued	install a new 200 amp meter main combo to feed service
ELEC-26-0027	700 E Ventura Ave	07-28-26, 3:37pm	$84.50	Issued	Replace all damaged electrical circuits in the burnt area of the trailer. Upgrade outlets and circuits for the trailer and A/C unit, after the trailer wall and flooring has been restored.
SIGN-26-0019	1005 W SUGARLAND HWY, CLEWISTON, FL 33440	07-31-26, 10:21am	$84.50	Issued	install subway channel letters on raceway
ROOF-26-0044	623 E PASADENA AVE, CLEWISTON, FL 33440	07-31-26, 10:21am	$105.30	Issued	REMOVE EXISTING SHINGLES AND REPLACE WITH 26GA GULFRIB METAL
ROOF-26-0043	512 S DEANE DUFF AVE, CLEWISTON, FL 33440	07-28-26, 9:14am	$157.30	Issued	Metal roof over repair any bad or rotten wood on the roof cut off existing drip edge install 1x4 pourlings every 24 inch ,install 26 gauge gulf rib
SIGN-26-0018	201 S BERNER RD, CLEWISTON, FL 33440	07-28-26, 8:38am	$84.50	Complete	Mounting a sign panel onto an existing sign.
ROOF-26-0042	202 W EL PASO AVE, CLEWISTON, FL 33440	07-22-26, 8:05am	$105.30	Issued	INSTALLING METAL OVER EXISTING SHINGLES
DEMO-26-0005	901 W VENTURA AVE, CLEWISTON, FL 33440	07-21-26, 3:39pm	$131.30	Issued	INTERIOR DEMO PERMIT ONLY AT THIS TIME. I AM WAITING ON FULL SET OF PLANS FOR THE REMAINDER OF PROJECT. INTERIOR NON BEARING WALLS, CABINETS, INTERIOR DOORS, ETC

Record #	Address	Issued Date	Fees Collected	Status	Description Of Proposed Improvement
ELEC-26-0025	333 COMMERCIO ST, CLEWISTON, FL 33440	07-16-26, 3:39pm	$100.10	Issued	Scope of Work Furnish and Install: Remove and dispose of existing defective 200 Amp meter can. Furnish and install new 200 Amp meter/main combination service equipment. Reconnect existing service entrance conductors and load conductors.
ROOF-26-0041	324 E DEL MONTE AVE, CLEWISTON, FL 33440	07-21-26, 3:39pm	$162.50	Issued	Remove existing asphalt shingles down to decking. Inspect and replace any damaged decking as needed. Install new underlayment, drip edge, flashing, and architectural asphalt shingles per manufacturer specifications and current Florida Building Code. Install ridge vent and ridge cap as required. Remove all debris upon completion.
FEN-26-0014	1205 PINEWOOD ST, CLEWISTON, FL 33440	07-10-26, 12:01pm	$126.10	Issued	—
WD-26-0032	911 N BERNER RD, CLEWISTON, FL 33440	07-16-26, 10:59am	$250.90	Complete	Remove & replace 7 Windows IMPACT Size for size and 2 SGD with private provider for inspections
WD-26-0031	508 SAN LUIZ AVE, CLEWISTON, FL 33440	07-10-26, 10:00am	$209.30	Complete	Remove & replace 9 Windows IMPACT Size for size with private provider for inspections
WD-26-0030	204 E SUGARLAND CIR, CLEWISTON, FL 33440	07-10-26, 10:00am	$152.10	Complete	Remove & replace Windows IMPACT Size for size with private provider for inspections
MECH-26-0003	913 POPASH CIR, CLEWISTON, FL 33440	07-31-26, 10:20am	$183.30	Issued	Mechanical equal changeout, no ductwork, 2 ton, 15.20 SEER2, 8 KW, like for like replacement Mechanical equal changeout, no ductwork, 2 ton, 17.00 SEER2, 5 KW, like for like replacement

Record #	Address	Issued Date	Fees Collected	Status	Description Of Proposed Improvement
ACC-26-0020	701 SEMINOLE AVE, CLEWISTON, FL 33440	07-15-26, 6:28pm	$115.70	Complete	11x16 Eave Style shed The rear setback is 30ft & the side setback is 13ft
ELEC-26-0024	730 S Francisco St; Lot #64	07-01-26, 11:35am	$89.70	Issued	change 200 amp meter/main combo for home
ADD-C-26-0011	340 COMMERCIO ST, CLEWISTON, FL 33440	07-15-26, 3:26pm	$261.30	Issued	Restore mini storage building from the fire damage
WD-26-0029	445 W VENTURA AVE, CLEWISTON, FL 33440	07-08-26, 8:05am	$209.30	Issued	Remove & replace 10 Windows IMPACT Size for size
ROOF-26-0040	402 SAGINAW AVE, CLEWISTON, FL 33440	07-01-26, 10:43am	$141.70	Issued	METAL ROOF OVER EXISTING SHINGLES
ROOF-26-0039	410 ROYAL PALM AVE, CLEWISTON, FL 33440	07-07-26, 8:12am	$162.50	Complete	Shingle to shingle reroof 14 SQ 5/12 Pitch Private Provider Inspections
WD-26-0028	1042 BAYBERRY LOOP, CLEWISTON, FL 33440	07-08-26, 3:19pm	$287.30	Complete	Remove & replace 15 Windows IMPACT Size for size and 3 mullion with private provider for inspection
ELEC-26-0026	814 E TRINIDAD AVE, CLEWISTON, FL 33440	07-16-26, 3:39pm	$105.30	Issued	New 400 amp service for shop lights and outlets
RES-N-26-0003	537 E TRINIDAD AVE, CLEWISTON, FL 33440	07-21-26, 11:43am	$2,213.34	Issued	New home
ACC-26-0017	815 E SAGAMORE AVE, CLEWISTON, FL 33440	07-27-26, 3:25pm	$110.50	Issued	Temporary Shed required by FL State, to obtain used car dealer licensed. it will be temporary until we built permanent building,

date

7/31/2026

City of Clewiston
Cash and Reserves Detail

The data for this report comes from the "Pooled Cash Report" in Tyler ERP Pro 10 for the selected date

G/L Account #		G/L Account Name	Balance at 7/31/26	Balance at 9/30/25	Change from Prior Year $ Variance	Change from Prior Year % Variance
001-101001		Gen Fund Cash - Claim on Cash	1,874,368.66	2,040,777.64	(166,408.98)	-8.15%
001-101006		Gen Fund Reserves (First Bank)	1,838,060.67	2,789,092.36	(951,031.69)	-34.10%
		Total General Fund Cash	**3,712,429.33**	**4,829,870.00**	(1,117,440.67)	
101/102-101001		CRA Fund Cash - Claim on Cash	2,875,354.02	1,917,157.38	958,196.64	49.98%
120-101001		Library Grant Fund Cash - Claim on Cash	183,572.07	112,834.43	70,737.64	62.69%
410-101001		Electric Fund Cash - Claim on Cash	5,038,012.93	8,174,095.80	(3,136,082.87)	-38.37%
410-101207		Electric Fund Cash Reserves (FL Prime)	5,131,435.75	2,980,533.42	2,150,902.33	72.17%
		Total Electric Fund Cash	**10,169,448.68**	**11,154,629.22**	(985,180.54)	
420-101001		Water/Sewer Fund Cash - Claim on Cash	(1,118,938.02)	(2,139,181.83)	1,020,243.81	-47.69%
420-101207		Water / Sewer Reserves (FL Prime)	4,350,003.08	4,210,623.27	139,379.81	3.31%
	A	Less: Restericed Cash - $1,471,654	(1,471,654.12)	(1,471,654.12)	-	0.00%
		Total Water/Sewer Fund Cash (less restricted cash)	**1,759,410.94**	**599,787.32**	1,159,623.62	
430-101001		Solid Waste Fund Cash - Claim on Cash	450,297.55	868,713.67	(418,416.12)	-48.17%
430-101207		Solid Waste Reserves (FL Prime)	1,025,739.97	0.00	1,025,739.97	100.00%
		Total Solid Waste Fund Cash	**1,476,037.52**	**868,713.67**	607,323.85	
		Total Unrestricted Cash	21,647,906.68	20,954,646.14	693,260.54	3.31%
		Total Restricted Cash	1,471,654.12	1,471,654.12	-	0.00%
		TOTAL ALL CASH	**23,119,560.80**	**22,426,300.26**	**693,260.54**	**3.09%**

A Per various Debt Covenants in Water/ Sewer Fund, this is the total amount of "encumbered" or restricted cash that must remain unspent until applicable loans / bonds are paid off. Applicable Loans:

Loan / Payoff Year	Cash Restricted
DEP260410 / 2048	13,259.16
DEP260420 / 2040	6,525.98
DEP260421 / 2041	11,607.06
DEP260440 / 2045	16,406.92
USDA - Short Lived Asset Reserve / 2046	635,000.00
USDA - Rev Bond Redemption / 2046	788,855.00
Total Restricted Cash	1,471,654.12

City of Clewiston, FL

Budget Report
Account Summary
For Fiscal: 2025 - 2026 Period Ending: 07/31/2026

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 001 - GENERAL FUND							
001-311100	Ad Valorem Taxes	2,495,043.00	2,495,043.00	143,916.96	2,432,012.86	-63,030.14	97.47 %
001-311200	Ad Valorem-Delinquent	0.00	0.00	10,397.95	39,804.05	39,804.05	0.00 %
001-312400	Local Option Gas Tax	360,000.00	360,000.00	26,975.68	215,400.97	-144,599.03	59.83 %
001-312401	0.02 Local Option Gas Tax	75,000.00	75,000.00	6,364.62	142,710.25	67,710.25	190.28 %
001-312510	Ins. Prem. Tax-Firefighter Pension	40,000.00	40,000.00	0.00	0.00	-40,000.00	0.00 %
001-312600	Discretionary Tax	943,509.00	943,509.00	56,115.20	846,542.71	-96,966.29	89.72 %
001-314100	Electric Utility Tax	575,000.00	575,000.00	67,165.90	475,466.63	-99,533.37	82.69 %
001-314200	Natural Gas Utility Tax	7,500.00	7,500.00	884.06	4,499.85	-3,000.15	60.00 %
001-315000	Communications Services Tax	250,000.00	250,000.00	21,497.75	231,536.73	-18,463.27	92.61 %
001-316000	Local Business Tax	25,000.00	25,000.00	150.00	16,656.80	-8,343.20	66.63 %
001-322100	Permits- Buildings	60,000.00	60,000.00	0.00	10,298.57	-49,701.43	17.16 %
001-322130	Plan Review	25,000.00	25,000.00	207.60	18,644.13	-6,355.87	74.58 %
001-322900	Permits - Other	0.00	0.00	685.00	50,805.40	50,805.40	0.00 %
001-323400	Propane Utility Tax	14,000.00	14,000.00	594.68	12,708.69	-1,291.31	90.78 %
001-323401	Natural Gas Franchise Tax	15,000.00	15,000.00	1,110.85	10,326.65	-4,673.35	68.84 %
001-325500	Fire Services Assessment	577,000.00	577,000.00	28,921.34	507,311.33	-69,688.67	87.92 %
001-329001	Training Surcharge(Bldg)	1,000.00	1,000.00	0.00	627.84	-372.16	62.78 %
001-329200	Permits - Plumbing	1,500.00	1,500.00	0.00	790.00	-710.00	52.67 %
001-329210	Permits - Electric	10,000.00	10,000.00	0.00	760.60	-9,239.40	7.61 %
001-329220	Permits - Yard Sale	100.00	100.00	0.00	40.00	-60.00	40.00 %
001-329300	Permits - Signs	100.00	100.00	0.00	0.00	-100.00	0.00 %
001-329410	Permits - Mechanical	3,000.00	3,000.00	0.00	5,423.97	2,423.97	180.80 %
001-329420	Permits - Roofing	10,000.00	10,000.00	0.00	767.00	-9,233.00	7.67 %
001-329430	Reinspection Fee	1,000.00	1,000.00	0.00	900.00	-100.00	90.00 %
001-329450	Lien Search	4,000.00	4,000.00	160.00	2,485.00	-1,515.00	62.13 %
001-329500	Cert. - Electrical	1,000.00	1,000.00	0.00	0.00	-1,000.00	0.00 %
001-329600	Cert. - Plumbing	1,000.00	1,000.00	0.00	0.00	-1,000.00	0.00 %
001-329700	Cert. - General Contractor	1,000.00	1,000.00	0.00	0.00	-1,000.00	0.00 %
001-329800	Cert. - Air Conditioning	1,000.00	1,000.00	0.00	0.00	-1,000.00	0.00 %
001-329900	Cert. - Roofing	1,000.00	1,000.00	0.00	0.00	-1,000.00	0.00 %
001-329950	Cert. - Pool	500.00	500.00	0.00	0.00	-500.00	0.00 %
001-332000	Other Grants - State or Fed	1,703,000.00	1,703,000.00	0.00	0.00	-1,703,000.00	0.00 %
001-334102	FDOT-Drainage/Paving	3,079,000.00	3,079,000.00	0.00	93,828.10	-2,985,171.90	3.05 %
001-334104	FDOT Landscape Project Reimburs	116,000.00	116,000.00	0.00	0.00	-116,000.00	0.00 %
001-334105	FDOT C-21 Bridge Project	0.00	0.00	0.00	27,574.10	27,574.10	0.00 %
001-335120	State Revenue Sharing	395,639.00	395,639.00	29,574.23	297,808.54	-97,830.46	75.27 %
001-335140	Mobile Home Licenses	3,500.00	3,500.00	82.75	3,947.72	447.72	112.79 %
001-335150	Alcoholic Beverage Lic.	4,000.00	4,000.00	0.00	3,579.56	-420.44	89.49 %
001-335180	Half Cent Sales Tax	397,279.00	397,279.00	35,904.10	322,907.32	-74,371.68	81.28 %
001-335490	Fuel Tax Refunds	11,000.00	11,000.00	1,260.93	9,029.16	-1,970.84	82.08 %
001-335710	Rec - Vol $1 Utility Bill Contrib.	4,000.00	4,000.00	278.05	2,270.47	-1,729.53	56.76 %
001-338100	School Dist. - Rec. Facility Support	50,000.00	50,000.00	0.00	50,000.00	0.00	100.00 %
001-338200	County-Fire Protection	587,342.00	587,342.00	265,342.16	389,782.57	-197,559.43	66.36 %
001-338300	County Occ. Licenses	2,500.00	2,500.00	0.00	3,122.58	622.58	124.90 %
001-338400	County - Recreation	150,000.00	150,000.00	0.00	75,000.00	-75,000.00	50.00 %
001-338500	County - Library	77,200.00	77,200.00	0.00	-68,601.00	-145,801.00	88.86 %
001-338800	County - Animal Control	0.00	0.00	0.00	60.00	60.00	0.00 %
001-339000	Transfer from Fund 410	1,105,000.00	1,105,000.00	0.00	1,105,000.00	0.00	100.00 %
001-339003	Services Provided to CRA Fund 101	1,000,000.00	1,000,000.00	0.00	0.00	-1,000,000.00	0.00 %
001-341200	Zoning Fees	1,500.00	1,500.00	0.00	1,480.00	-20.00	98.67 %
001-341201	GF Admin. Charges	250,000.00	250,000.00	0.00	266,385.30	16,385.30	106.55 %

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
001-342210	Fire Services Detail	0.00	0.00	0.00	2,250.00	2,250.00	0.00 %
001-343911	Radon Surcharge	0.00	0.00	0.00	551.76	551.76	0.00 %
001-343912	Permit Surcharge	0.00	0.00	0.00	1,255.68	1,255.68	0.00 %
001-343913	FDOT - Mowing Contract	18,500.00	18,500.00	0.00	13,962.78	-4,537.22	75.47 %
001-343914	FDOT - Lights Maintenance	17,500.00	17,500.00	0.00	0.00	-17,500.00	0.00 %
001-343915	FDOT - Signal Maintenance	28,900.00	28,900.00	0.00	0.00	-28,900.00	0.00 %
001-346100	Mosquito Control	325,000.00	325,000.00	27,592.84	275,451.60	-49,548.40	84.75 %
001-346200	Animal Control	0.00	0.00	430.00	3,565.00	3,565.00	0.00 %
001-347100	Library Misc.	0.00	0.00	731.75	6,547.96	6,547.96	0.00 %
001-347224	G/C Beer Sales	20,000.00	20,000.00	1,473.86	18,503.53	-1,496.47	92.52 %
001-347225	G/C Pro-Shop Sales	55,000.00	55,000.00	2,294.41	54,346.70	-653.30	98.81 %
001-347227	G/C Jr Golf Camp	6,000.00	6,000.00	900.00	6,600.00	600.00	110.00 %
001-347228	G/C Tournament Fees	60,000.00	60,000.00	0.00	43,960.00	-16,040.00	73.27 %
001-347229	G/C Capital Improvement Fee	45,000.00	45,000.00	1,706.36	47,877.15	2,877.15	106.39 %
001-347230	G/C Membership Dues	63,500.00	63,500.00	0.00	10,307.31	-53,192.69	16.23 %
001-347231	G/C Green Fees	170,000.00	170,000.00	3,488.03	171,701.71	1,701.71	101.00 %
001-347232	G/C Cart Fees	340,000.00	340,000.00	11,963.33	267,097.30	-72,902.70	78.56 %
001-347233	G/C Bag Storage	3,000.00	3,000.00	0.00	-441.55	-3,441.55	14.72 %
001-347234	G/C Locker Rental	1,300.00	1,300.00	0.00	-171.28	-1,471.28	13.18 %
001-347237	G/C Snack Sales	23,000.00	23,000.00	1,463.40	20,185.57	-2,814.43	87.76 %
001-347238	G/C Range Balls	17,000.00	17,000.00	1,676.97	21,522.26	4,522.26	126.60 %
001-347239	G/C Misc. Sales	7,500.00	7,500.00	50.46	6,459.08	-1,040.92	86.12 %
001-347240	Swimming Pool Admissions	7,500.00	7,500.00	2,140.21	9,991.18	2,491.18	133.22 %
001-347241	Swimming Lessons	0.00	0.00	1,500.00	2,850.00	2,850.00	0.00 %
001-347249	Ballfield Lights Fee	0.00	0.00	0.00	50.00	50.00	0.00 %
001-347520	Auditorium Fees	50,000.00	50,000.00	4,400.00	42,297.20	-7,702.80	84.59 %
001-347521	JBA - Set-up Fee	7,000.00	7,000.00	300.00	3,650.00	-3,350.00	52.14 %
001-347522	JBA Sanitize Fee	10,000.00	10,000.00	500.00	6,300.00	-3,700.00	63.00 %
001-347523	Police Security Fees	1,000.00	1,000.00	2,348.00	16,132.84	15,132.84	1,613.28 %
001-347524	Auditorium Security	5,000.00	5,000.00	837.21	6,913.00	1,913.00	138.26 %
001-347530	Recreation - Activity Fees	30,000.00	30,000.00	11,755.00	34,955.70	4,955.70	116.52 %
001-347532	Youth Center Rent	6,000.00	6,000.00	537.01	11,158.80	5,158.80	185.98 %
001-347540	Vending - Public Works	200.00	200.00	15.18	46.66	-153.34	23.33 %
001-347543	Rec Inflatable Fee	500.00	500.00	75.00	725.00	225.00	145.00 %
001-347544	Parks-Sweetest Town Rental	500.00	500.00	110.00	990.00	490.00	198.00 %
001-347546	Parks-Youth Ctr Chickee Rental	500.00	500.00	0.00	55.00	-445.00	11.00 %
001-347547	Parks-Splash Pad Pav	500.00	500.00	0.00	400.00	-100.00	80.00 %
001-347548	Parks-Trinidad Park Rental	100.00	100.00	0.00	0.00	-100.00	0.00 %
001-347549	Parks-Sugarland Park Rental	2,000.00	2,000.00	165.00	1,710.00	-290.00	85.50 %
001-347551	Civic Park Gazebo	0.00	0.00	0.00	27.50	27.50	0.00 %
001-347552	JBA - Supervisory	5,000.00	5,000.00	465.00	5,110.00	110.00	102.20 %
001-347553	Youth Ctr - Supervisory	1,500.00	1,500.00	100.00	1,980.00	480.00	132.00 %
001-347554	Youth Ctr - Setup / Sanitize Fee	4,000.00	4,000.00	200.00	3,000.00	-1,000.00	75.00 %
001-351100	Fines & Forfeitures	10,000.00	10,000.00	2,995.85	25,945.27	15,945.27	259.45 %
001-351101	Traffic Camera Fines	0.00	0.00	0.00	75.00	75.00	0.00 %
001-351120	Code Violation Citations	5,000.00	5,000.00	0.00	4,125.00	-875.00	82.50 %
001-351300	Police Education	1,000.00	1,000.00	332.31	10,426.59	9,426.59	1,042.66 %
001-352000	Library - Fines	1,500.00	1,500.00	139.80	1,317.51	-182.49	87.83 %
001-361000	Interest Earned	142,500.00	142,500.00	7,681.49	78,940.89	-63,559.11	55.40 %
001-362100	Rental Property	10,000.00	10,000.00	850.00	11,668.89	1,668.89	116.69 %
001-362110	Library - Room Rental	0.00	0.00	0.00	515.00	515.00	0.00 %
001-362111	G/C - Country Club Facility Rent	6,000.00	6,000.00	500.00	5,000.00	-1,000.00	83.33 %
001-362115	G/C Tee Sign Lease	6,500.00	6,500.00	0.00	-715.00	-7,215.00	11.00 %
001-365100	Sale of Scraps	500.00	500.00	0.00	228.00	-272.00	45.60 %
001-365200	Sale of Equipment	5,000.00	5,000.00	0.00	29,085.00	24,085.00	581.70 %
001-366086	Contributions - Golf Course	90,000.00	90,000.00	0.00	155,424.00	65,424.00	172.69 %
001-366150	Contributions - Animal Control	5,000.00	5,000.00	50.00	50.00	-4,950.00	1.00 %
001-366200	Contributions -- Parks & Rec	5,000.00	5,000.00	0.00	200.00	-4,800.00	4.00 %

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
001-366300	Contributions - Police Explorers	2,000.00	2,000.00	0.00	141.00	-1,859.00	7.05 %
001-366400	Contributions - Police Shop Cop	1,000.00	1,000.00	0.00	0.00	-1,000.00	0.00 %
001-369900	Misc. Income	50,000.00	50,000.00	206.14	13,021.88	-36,978.12	26.04 %
001-369902	Misc. Police Fees	10,000.00	10,000.00	661.97	6,850.94	-3,149.06	68.51 %
001-382300	Transfer Reserves	2,797,819.00	2,797,819.00	0.00	0.00	-2,797,819.00	0.00 %
001-384405	Loan Proceeds-All Juice	29,087.00	29,087.00	0.00	0.00	-29,087.00	0.00 %
Department : 1011 - City Commission							
001-1011-512000	Regular Salaries	26,400.00	26,400.00	2,200.00	22,000.00	4,400.00	83.33 %
001-1011-521000	Taxes-FICA	2,020.00	2,020.00	178.57	1,775.42	244.58	87.89 %
001-1011-523000	Insurance-Health	56,412.00	56,412.00	2,224.70	13,291.90	43,120.10	23.56 %
001-1011-523001	Insurance - Dental	2,534.00	2,534.00	172.88	1,728.76	805.24	68.22 %
001-1011-523002	Insurance - Life	1,524.00	1,524.00	56.38	572.62	951.38	37.57 %
001-1011-524000	Worker's Compensation	657.00	657.00	141.00	564.00	93.00	85.84 %
001-1011-531100	Legal Service	65,000.00	65,000.00	0.00	102,450.00	-37,450.00	157.62 %
001-1011-531500	Other Professional Serv	25,000.00	25,000.00	8,152.25	25,721.75	-721.75	102.89 %
001-1011-534000	Other Contractual Serv	9,675.00	9,675.00	250.00	6,902.00	2,773.00	71.34 %
001-1011-540000	Travel & Per Diem	5,500.00	5,500.00	0.00	870.49	4,629.51	15.83 %
001-1011-540500	Registration/Trng Fees	5,500.00	5,500.00	0.00	325.00	5,175.00	5.91 %
001-1011-552700	Operating Supplies	2,000.00	2,000.00	0.00	160.68	1,839.32	8.03 %
001-1011-554100	Dues & Memberships	3,000.00	3,000.00	0.00	2,763.00	237.00	92.10 %
	Department : 1011 - City Commission Total:	**205,222.00**	**205,222.00**	**13,375.78**	**179,125.62**	**26,096.38**	**87.28%**
Department : 1012 - City Mgr / City Clerk / HR							
001-1012-512000	Regular Salaries	325,074.00	325,074.00	24,731.70	279,952.75	45,121.25	86.12 %
001-1012-514000	Overtime Salaries	0.00	0.00	0.00	1,955.80	-1,955.80	0.00 %
001-1012-521000	Taxes-FICA	24,868.00	24,868.00	1,836.40	28,170.20	-3,302.20	113.28 %
001-1012-522000	Retirement Contribution	19,504.00	19,504.00	1,483.90	16,605.90	2,898.10	85.14 %
001-1012-522500	457 Match	9,752.00	9,752.00	558.35	6,198.68	3,553.32	63.56 %
001-1012-523000	Insurance-Health	29,313.00	29,313.00	2,108.70	21,415.19	7,897.81	73.06 %
001-1012-523001	Insurance - Dental	1,567.00	1,567.00	86.44	883.31	683.69	56.37 %
001-1012-523002	Insurance - Life	1,012.00	1,012.00	216.68	2,151.81	-1,139.81	212.63 %
001-1012-523003	Insurance - AD & D	93.00	93.00	12.46	123.55	-30.55	132.85 %
001-1012-524000	Worker's Compensation	8,087.00	8,087.00	1,871.00	7,484.00	603.00	92.54 %
001-1012-526000	Long Term Disability Ins.	1,267.00	1,267.00	202.03	2,006.16	-739.16	158.34 %
001-1012-533000	Software & IT Services	4,900.00	4,900.00	0.00	482.99	4,417.01	9.86 %
001-1012-534000	Other Contractual Serv	2,500.00	2,500.00	67.50	114,592.83	-112,092.83	4,583.71 %
001-1012-534004	Management Services	0.00	0.00	0.00	341.45	-341.45	0.00 %
001-1012-540000	Travel & Per Diem	3,000.00	3,000.00	780.68	5,997.63	-2,997.63	199.92 %
001-1012-540500	Registration/Trng Fees	2,500.00	2,500.00	0.00	725.00	1,775.00	29.00 %
001-1012-541000	Cell and Landline Phone	900.00	900.00	145.00	3,017.05	-2,117.05	335.23 %
001-1012-546200	Maint.-Mach. & Equip.	0.00	0.00	0.00	830.67	-830.67	0.00 %
001-1012-546500	Maint. - Vehicles	1,000.00	1,000.00	0.00	610.99	389.01	61.10 %
001-1012-548100	Legal Advertising	2,500.00	2,500.00	79.56	2,474.56	25.44	98.98 %
001-1012-552100	Fuel	6,310.00	6,310.00	380.00	3,800.00	2,510.00	60.22 %
001-1012-552700	Operating Supplies	2,000.00	2,000.00	10,225.00	11,716.26	-9,716.26	585.81 %
001-1012-554100	Dues & Memberships	1,000.00	1,000.00	0.00	35.00	965.00	3.50 %
001-1012-554200	Subscript. & Publications	6,000.00	6,000.00	0.00	0.00	6,000.00	0.00 %
	Department : 1012 - City Mgr / City Clerk / HR Total:	**453,147.00**	**453,147.00**	**44,785.40**	**511,571.78**	**-58,424.78**	**112.89%**
Department : 1020 - General Government							
001-1020-522001	Frozen Defined Benefit	60,000.00	60,000.00	0.00	0.00	60,000.00	0.00 %
001-1020-525000	Unemployment Comp	0.00	0.00	398.89	-126.11	126.11	0.00 %
001-1020-531500	Other Professional Serv	40,200.00	40,200.00	-350.00	22,035.67	18,164.33	54.82 %
001-1020-532000	Accounting & Auditing	43,000.00	43,000.00	0.00	44,280.00	-1,280.00	102.98 %
001-1020-533000	Software & IT Services	22,000.00	22,000.00	0.00	12,550.11	9,449.89	57.05 %
001-1020-534000	Other Contractual Serv	30,000.00	30,000.00	0.00	12,024.94	17,975.06	40.08 %
001-1020-540000	Travel & Per Diem	0.00	0.00	0.00	259.65	-259.65	0.00 %
001-1020-541000	Cell and Landline Phone	10,800.00	10,800.00	1,993.67	7,548.11	3,251.89	69.89 %
001-1020-542000	Postage & Freight	4,000.00	4,000.00	17.83	3,337.57	662.43	83.44 %
001-1020-543000	Utilities	30,000.00	30,000.00	0.00	9,782.59	20,217.41	32.61 %

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
001-1020-545000	Insurance	103,023.00	103,023.00	25,756.00	103,024.00	-1.00	100.00 %
001-1020-546000	Maintenance - Grounds	0.00	0.00	0.00	2,713.69	-2,713.69	0.00 %
001-1020-546100	Maintenance - Buildings	2,500.00	2,500.00	120.00	5,230.09	-2,730.09	209.20 %
001-1020-546200	Maint.-Mach. & Equip.	4,800.00	4,800.00	0.00	2,171.69	2,628.31	45.24 %
001-1020-548000	Promotional Activities	60,000.00	60,000.00	10,386.00	57,319.35	2,680.65	95.53 %
001-1020-552100	Fuel	0.00	0.00	0.00	-1,340.61	1,340.61	0.00 %
001-1020-552400	Janitorial Supplies	2,500.00	2,500.00	25.92	612.76	1,887.24	24.51 %
001-1020-552500	Uniforms	0.00	0.00	0.00	4.95	-4.95	0.00 %
001-1020-552700	Operating Supplies	18,000.00	18,000.00	601.64	9,730.83	8,269.17	54.06 %
001-1020-555500	Supplemental Retire Expense	22,800.00	22,800.00	-5,612.13	18,707.10	4,092.90	82.05 %
001-1020-555501	Retiree-Health Ins.	20,400.00	20,400.00	4,393.10	18,451.02	1,948.98	90.45 %
001-1020-555502	Retiree-Dental Ins.	1,300.00	1,300.00	0.00	0.00	1,300.00	0.00 %
001-1020-555503	Retiree Supplmntl Life	2,500.00	2,500.00	0.00	0.00	2,500.00	0.00 %
001-1020-564000	Machinery & Equipment	54,200.00	54,200.00	0.00	14,281.00	39,919.00	26.35 %
001-1020-575000	CC Processing Fees	7,000.00	7,000.00	190.64	2,227.03	4,772.97	31.81 %
001-1020-581100	CRA TIF Payment	235,000.00	235,000.00	0.00	345,114.69	-110,114.69	146.86 %
001-1020-581101	CRA Expansion TIF Payment	55,000.00	55,000.00	0.00	92,408.51	-37,408.51	168.02 %
001-1020-583000	Grants - Other	8,500.00	8,500.00	0.00	5,000.00	3,500.00	58.82 %
001-1020-596001	Fund Contingency Reserve	1,940,000.00	1,940,000.00	0.00	0.00	1,940,000.00	0.00 %
	Department : 1020 - General Government Total:	**2,777,523.00**	**2,777,523.00**	**37,921.56**	**787,348.63**	**1,990,174.37**	**28.35%**
Department : 1031 - Finance Department							
001-1031-512000	Regular Salaries	275,397.00	275,397.00	9,776.12	179,532.02	95,864.98	65.19 %
001-1031-514000	Overtime Salaries	3,795.00	3,795.00	274.95	3,052.72	742.28	80.44 %
001-1031-521000	Taxes-FICA	21,358.00	21,358.00	769.66	13,653.11	7,704.89	63.93 %
001-1031-522000	Retirement Contribution	16,752.00	16,752.00	586.56	10,415.01	6,336.99	62.17 %
001-1031-522500	457 Match	8,376.00	8,376.00	293.28	5,009.84	3,366.16	59.81 %
001-1031-523000	Insurance-Health	37,271.00	37,271.00	1,757.24	27,724.12	9,546.88	74.39 %
001-1031-523001	Insurance - Dental	2,027.00	2,027.00	86.44	1,231.77	795.23	60.77 %
001-1031-523002	Insurance - Life	1,577.00	1,577.00	82.62	1,343.12	233.88	85.17 %
001-1031-523003	Insurance - AD & D	143.00	143.00	6.81	111.79	31.21	78.17 %
001-1031-524000	Worker's Compensation	6,946.00	6,946.00	1,589.00	6,356.00	590.00	91.51 %
001-1031-526000	Long Term Disability Ins.	1,149.00	1,149.00	85.65	1,447.39	-298.39	125.97 %
001-1031-534000	Other Contractual Serv	25,000.00	25,000.00	24,194.00	24,284.00	716.00	97.14 %
001-1031-540000	Travel & Per Diem	5,000.00	5,000.00	0.00	3,397.41	1,602.59	67.95 %
001-1031-540500	Registration/Trng Fees	5,000.00	5,000.00	0.00	1,320.00	3,680.00	26.40 %
001-1031-552700	Operating Supplies	2,250.00	2,250.00	0.00	2,219.09	30.91	98.63 %
001-1031-554100	Dues & Memberships	500.00	500.00	0.00	0.00	500.00	0.00 %
001-1031-554200	Subscript. & Publications	500.00	500.00	0.00	0.00	500.00	0.00 %
	Department : 1031 - Finance Department Total:	**413,041.00**	**413,041.00**	**39,502.33**	**281,097.39**	**131,943.61**	**68.06%**
Department : 1075 - Planning and Zoning							
001-1075-512000	Regular Salaries	177,804.00	177,804.00	16,419.20	168,644.09	9,159.91	94.85 %
001-1075-513000	Special Detail	0.00	0.00	0.00	108.28	-108.28	0.00 %
001-1075-514000	Overtime Salaries	1,493.00	1,493.00	0.00	778.50	714.50	52.14 %
001-1075-521000	Taxes-FICA	13,716.00	13,716.00	1,242.46	12,835.63	880.37	93.58 %
001-1075-522000	Retirement Contribution	10,758.00	10,758.00	985.14	9,911.22	846.78	92.13 %
001-1075-522500	457 Match	5,379.00	5,379.00	214.22	1,318.11	4,060.89	24.50 %
001-1075-523000	Insurance-Health	31,679.00	31,679.00	2,635.86	25,423.74	6,255.26	80.25 %
001-1075-523001	Insurance - Dental	1,550.00	1,550.00	129.66	1,253.38	296.62	80.86 %
001-1075-523002	Insurance - Life	915.00	915.00	138.74	1,286.23	-371.23	140.57 %
001-1075-523003	Insurance - AD & D	83.00	83.00	12.14	114.34	-31.34	137.76 %
001-1075-524000	Worker's Compensation	4,461.00	4,461.00	1,024.00	4,096.00	365.00	91.82 %
001-1075-526000	Long Term Disability Ins.	640.00	640.00	149.31	1,398.21	-758.21	218.47 %
001-1075-531200	Engineering Services	20,000.00	20,000.00	0.00	0.00	20,000.00	0.00 %
001-1075-531500	Other Professional Services	75,000.00	75,000.00	3,237.50	54,989.94	20,010.06	73.32 %
001-1075-533000	Software & IT Services	12,000.00	12,000.00	0.00	12,000.00	0.00	100.00 %
001-1075-534000	Other Contractual Serv	30,000.00	30,000.00	90.00	417.50	29,582.50	1.39 %
001-1075-540000	Travel & Per Diem	2,500.00	2,500.00	11.14	3,515.65	-1,015.65	140.63 %
001-1075-540500	Registration/Trng Fees	1,500.00	1,500.00	0.00	5,343.07	-3,843.07	356.20 %

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
001-1075-541000	Cell and Landline Phone	3,200.00	3,200.00	964.72	2,684.09	515.91	83.88 %
001-1075-543000	Utilities	4,000.00	4,000.00	0.00	3,701.77	298.23	92.54 %
001-1075-546100	Maintenance - Buildings	1,862.00	1,862.00	75.00	2,923.30	-1,061.30	157.00 %
001-1075-546200	Maint.-Mach. & Equip.	8,000.00	8,000.00	0.00	657.58	7,342.42	8.22 %
001-1075-546500	Maint. - Vehicles	2,000.00	2,000.00	0.00	64.85	1,935.15	3.24 %
001-1075-547000	Printing & Binding	3,300.00	3,300.00	1,093.90	7,762.83	-4,462.83	235.24 %
001-1075-548100	Legal Advertising	2,000.00	2,000.00	0.00	91.80	1,908.20	4.59 %
001-1075-552100	Fuel	1,200.00	1,200.00	323.58	2,971.58	-1,771.58	247.63 %
001-1075-552500	Uniforms	1,200.00	1,200.00	0.00	317.64	882.36	26.47 %
001-1075-552700	Operating Supplies	3,000.00	3,000.00	57.28	1,192.20	1,807.80	39.74 %
001-1075-554100	Dues & Memberships	700.00	700.00	0.00	659.00	41.00	94.14 %
001-1075-554200	Subscript. & Publications	1,500.00	1,500.00	0.00	40.00	1,460.00	2.67 %
001-1075-564000	Machinery & Equipment	0.00	0.00	0.00	36,782.26	-36,782.26	0.00 %
001-1075-575000	CC Processing Fees	0.00	0.00	0.00	190.64	-190.64	0.00 %
	Department : 1075 - Planning and Zoning Total:	**421,440.00**	**421,440.00**	**28,803.85**	**363,473.43**	**57,966.57**	**86.25%**
Department : 1079 - Code Enforcement							
001-1079-512000	Regular Salaries	128,951.00	128,951.00	5,229.48	65,744.48	63,206.52	50.98 %
001-1079-514000	Overtime Salaries	2,302.00	2,302.00	0.00	46.26	2,255.74	2.01 %
001-1079-521000	Taxes-FICA	10,043.00	10,043.00	401.40	5,031.14	5,011.86	50.10 %
001-1079-522000	Retirement Contribution	7,877.00	7,877.00	205.76	3,697.18	4,179.82	46.94 %
001-1079-522500	457 Match	3,938.00	3,938.00	0.00	791.97	3,146.03	20.11 %
001-1079-523000	Insurance-Health	20,725.00	20,725.00	878.62	14,440.99	6,284.01	69.68 %
001-1079-523001	Insurance - Dental	1,566.00	1,566.00	43.22	691.52	874.48	44.16 %
001-1079-523002	Insurance - Life	595.00	595.00	28.98	467.21	127.79	78.52 %
001-1079-523003	Insurance - AD & D	55.00	55.00	1.31	28.43	26.57	51.69 %
001-1079-524000	Worker's Compensation	3,266.00	3,266.00	742.00	2,968.00	298.00	90.88 %
001-1079-526000	Long Term Disability Ins.	651.00	651.00	31.70	496.25	154.75	76.23 %
001-1079-531100	Legal Service	3,000.00	3,000.00	0.00	1,100.00	1,900.00	36.67 %
001-1079-531200	Engineering Services	804.00	804.00	0.00	0.00	804.00	0.00 %
001-1079-531500	Other Professional Serv	9,000.00	9,000.00	0.00	4,620.00	4,380.00	51.33 %
001-1079-533000	Software & IT Services	12,000.00	12,000.00	0.00	12,000.00	0.00	100.00 %
001-1079-534000	Other Contractual Serv	2,900.00	2,900.00	0.00	0.00	2,900.00	0.00 %
001-1079-534200	Code Enf Compliance Expense	2,000.00	2,000.00	0.00	0.00	2,000.00	0.00 %
001-1079-540000	Travel & Per Diem	3,250.00	3,250.00	0.00	1,689.04	1,560.96	51.97 %
001-1079-540500	Registration/Trng Fees	3,250.00	3,250.00	0.00	1,500.00	1,750.00	46.15 %
001-1079-541000	Cell and Landline Phone	3,680.00	3,680.00	35.00	1,682.44	1,997.56	45.72 %
001-1079-542000	Postage & Freight	1,200.00	1,200.00	0.00	800.34	399.66	66.70 %
001-1079-546200	Maint.-Mach. & Equip.	500.00	500.00	0.00	607.00	-107.00	121.40 %
001-1079-546500	Maint. - Vehicles	1,750.00	1,750.00	71.27	2,586.55	-836.55	147.80 %
001-1079-547000	Printing & Binding	0.00	0.00	2,397.98	2,397.98	-2,397.98	0.00 %
001-1079-548100	Legal Advertising	150.00	150.00	0.00	0.00	150.00	0.00 %
001-1079-552100	Fuel	5,000.00	5,000.00	266.57	2,695.27	2,304.73	53.91 %
001-1079-552500	Uniforms	1,250.00	1,250.00	0.00	198.73	1,051.27	15.90 %
001-1079-552700	Operating Supplies	3,900.00	3,900.00	29.96	813.47	3,086.53	20.86 %
001-1079-554100	Dues & Memberships	440.00	440.00	0.00	110.00	330.00	25.00 %
	Department : 1079 - Code Enforcement Total:	**234,043.00**	**234,043.00**	**10,363.25**	**127,204.25**	**106,838.75**	**54.35%**
Department : 4040 - Police Department							
001-4040-512000	Regular Salaries	1,016,752.00	1,016,752.00	93,490.48	1,015,237.91	1,514.09	99.85 %
001-4040-513000	Special Detail	10,000.00	10,000.00	989.80	14,910.50	-4,910.50	149.11 %
001-4040-514000	Overtime Salaries	269,003.00	269,003.00	13,350.89	106,563.49	162,439.51	39.61 %
001-4040-521000	Taxes-FICA	98,360.00	98,360.00	8,047.42	85,236.59	13,123.41	86.66 %
001-4040-522000	Retirement Contribution	346,300.00	346,300.00	28,573.36	291,146.94	55,153.06	84.07 %
001-4040-522500	457 Match	20,000.00	20,000.00	931.17	7,922.21	12,077.79	39.61 %
001-4040-523000	Insurance-Health	201,893.00	201,893.00	16,114.58	162,782.91	39,110.09	80.63 %
001-4040-523001	Insurance - Dental	8,615.00	8,615.00	734.74	7,563.50	1,051.50	87.79 %
001-4040-523002	Insurance - Life	7,902.00	7,902.00	667.04	6,698.63	1,203.37	84.77 %
001-4040-523003	Insurance - AD & D	735.00	735.00	61.32	615.21	119.79	83.70 %
001-4040-524000	Worker's Compensation	31,988.00	31,988.00	7,345.00	47,882.00	-15,894.00	149.69 %

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
001-4040-526000	Long Term Disability Ins.	5,556.00	5,556.00	754.50	7,570.01	-2,014.01	136.25 %
001-4040-531100	Legal Service	6,500.00	6,500.00	0.00	0.00	6,500.00	0.00 %
001-4040-531300	Medical Services	4,750.00	4,750.00	0.00	3,600.00	1,150.00	75.79 %
001-4040-531500	Other Professional Serv	1,500.00	1,500.00	0.00	0.00	1,500.00	0.00 %
001-4040-534000	Other Contractual Serv	77,110.00	77,110.00	1,315.31	28,578.57	48,531.43	37.06 %
001-4040-540000	Travel & Per Diem	26,000.00	26,000.00	1,544.64	8,813.06	17,186.94	33.90 %
001-4040-540500	Registration/Trng Fees	25,700.00	25,700.00	0.00	4,128.50	21,571.50	16.06 %
001-4040-541000	Cell and Landline Phone	37,364.00	37,364.00	8,684.38	35,478.37	1,885.63	94.95 %
001-4040-542000	Postage & Freight	600.00	600.00	0.00	241.00	359.00	40.17 %
001-4040-543000	Utilities	20,000.00	20,000.00	0.00	8,015.21	11,984.79	40.08 %
001-4040-545000	Insurance	47,549.00	47,549.00	9,906.00	39,624.00	7,925.00	83.33 %
001-4040-546000	Maintenance - Grounds	6,400.00	6,400.00	320.00	2,371.40	4,028.60	37.05 %
001-4040-546100	Maintenance - Buildings	12,000.00	12,000.00	849.50	9,407.70	2,592.30	78.40 %
001-4040-546200	Maint.-Mach. & Equip.	13,990.00	13,990.00	1,523.55	4,596.25	9,393.75	32.85 %
001-4040-546500	Maint. - Vehicles	50,000.00	50,000.00	3,011.70	28,970.10	21,029.90	57.94 %
001-4040-548000	Promotional Activities	5,000.00	5,000.00	1,610.00	3,106.61	1,893.39	62.13 %
001-4040-551205	Explorers' Expenses	16,575.00	16,575.00	0.00	330.00	16,245.00	1.99 %
001-4040-551206	Shop with a Cop Program	1,500.00	1,500.00	0.00	-1,895.13	3,395.13	-126.34 %
001-4040-551207	JAG Grant Related Expenses	0.00	0.00	-564.25	-24,504.34	24,504.34	0.00 %
001-4040-552100	Fuel	70,000.00	70,000.00	8,497.37	70,558.86	-558.86	100.80 %
001-4040-552500	Uniforms	14,200.00	14,200.00	655.86	13,283.26	916.74	93.54 %
001-4040-552700	Operating Supplies	50,000.00	50,000.00	910.26	17,786.46	32,213.54	35.57 %
001-4040-552800	Investigative Funds	3,000.00	3,000.00	-2.43	57.38	2,942.62	1.91 %
001-4040-554100	Dues & Memberships	3,000.00	3,000.00	50.00	770.95	2,229.05	25.70 %
001-4040-562000	PPE - Buildings	303,000.00	303,000.00	109,274.42	109,274.42	193,725.58	36.06 %
001-4040-564000	Machinery & Equipment	90,377.00	90,377.00	0.00	68,563.94	21,813.06	75.86 %
001-4040-575000	CC Processing Fees	0.00	0.00	190.64	4,184.17	-4,184.17	0.00 %
	Department : 4040 - Police Department Total:	**2,903,219.00**	**2,903,219.00**	**318,837.25**	**2,189,470.64**	**713,748.36**	**75.42%**
Department : 4074 - Animal Control							
001-4074-512000	Regular Salaries	67,700.00	67,700.00	4,663.84	71,030.53	-3,330.53	104.92 %
001-4074-514000	Overtime Salaries	4,017.00	4,017.00	262.65	1,917.65	2,099.35	47.74 %
001-4074-521000	Taxes-FICA	5,486.00	5,486.00	375.72	5,560.53	-74.53	101.36 %
001-4074-522000	Retirement Contribution	4,490.00	4,490.00	202.70	3,050.32	1,439.68	67.94 %
001-4074-522500	457 Match	2,152.00	2,152.00	0.00	156.46	1,995.54	7.27 %
001-4074-523000	Insurance-Health	10,543.00	10,543.00	878.62	11,861.37	-1,318.37	112.50 %
001-4074-523001	Insurance - Dental	522.00	522.00	43.22	583.47	-61.47	111.78 %
001-4074-523002	Insurance - Life	257.00	257.00	27.86	377.75	-120.75	146.98 %
001-4074-523003	Insurance - AD & D	24.00	24.00	2.52	34.17	-10.17	142.38 %
001-4074-524000	Worker's Compensation	1,862.00	1,862.00	424.00	1,696.00	166.00	91.08 %
001-4074-526000	Long Term Disability Ins.	179.00	179.00	30.47	413.44	-234.44	230.97 %
001-4074-531500	Other Professional Serv	0.00	0.00	0.00	621.73	-621.73	0.00 %
001-4074-534000	Other Contractual Serv	10,000.00	10,000.00	0.00	301.58	9,698.42	3.02 %
001-4074-541000	Cell and Landline Phone	1,700.00	1,700.00	595.62	3,701.73	-2,001.73	217.75 %
001-4074-543000	Utilities	17,000.00	17,000.00	0.00	6,598.05	10,401.95	38.81 %
001-4074-545000	Insurance	7,925.00	7,925.00	3,962.00	15,848.00	-7,923.00	199.97 %
001-4074-546100	Maintenance - Buildings	8,000.00	8,000.00	45.00	3,197.57	4,802.43	39.97 %
001-4074-546200	Maint.-Mach. & Equip.	1,000.00	1,000.00	123.96	1,295.27	-295.27	129.53 %
001-4074-546500	Maint. - Vehicles	1,000.00	1,000.00	118.75	239.82	760.18	23.98 %
001-4074-552100	Fuel	2,000.00	2,000.00	528.15	4,086.43	-2,086.43	204.32 %
001-4074-552300	Chemicals	4,000.00	4,000.00	0.00	0.00	4,000.00	0.00 %
001-4074-552400	Janitorial Supplies	2,000.00	2,000.00	0.00	0.00	2,000.00	0.00 %
001-4074-552500	Uniforms	500.00	500.00	0.00	17.77	482.23	3.55 %
001-4074-552700	Operating Supplies	9,000.00	9,000.00	410.01	3,437.98	5,562.02	38.20 %
001-4074-552900	Animal Food	10,000.00	10,000.00	0.00	1,048.67	8,951.33	10.49 %
	Department : 4074 - Animal Control Total:	**171,357.00**	**171,357.00**	**12,695.09**	**137,076.29**	**34,280.71**	**79.99%**
Department : 5050 - Fire Department							
001-5050-512000	Regular Salaries	142,834.00	142,834.00	3,287.87	111,637.68	31,196.32	78.16 %
001-5050-513000	Special Detail	363,000.00	363,000.00	32,255.00	272,898.84	90,101.16	75.18 %

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
001-5050-521000	Taxes-FICA	38,696.00	38,696.00	2,716.00	27,997.35	10,698.65	72.35 %
001-5050-522000	Retirement Contribution	2,572.00	2,572.00	121.12	2,038.26	533.74	79.25 %
001-5050-522002	Firefighter Pension	308,559.00	308,559.00	3,955.59	184,165.82	124,393.18	59.69 %
001-5050-522500	457 Match	4,285.00	4,285.00	20.19	1,593.31	2,691.69	37.18 %
001-5050-523000	Insurance-Health	26,948.00	26,948.00	878.62	11,843.76	15,104.24	43.95 %
001-5050-523001	Insurance - Dental	1,029.00	1,029.00	43.22	540.25	488.75	52.50 %
001-5050-523002	Insurance - Life	474.00	474.00	31.92	463.38	10.62	97.76 %
001-5050-523003	Insurance - AD & D	43.00	43.00	2.52	37.80	5.20	87.91 %
001-5050-523004	Firefighter AD & D	6,000.00	6,000.00	72.93	3,646.50	2,353.50	60.78 %
001-5050-523005	Firefighter Cancer Plan	10,000.00	10,000.00	0.00	7,151.72	2,848.28	71.52 %
001-5050-524000	Worker's Compensation	12,585.00	12,585.00	2,896.00	11,584.00	1,001.00	92.05 %
001-5050-526000	Long Term Disability Ins.	449.00	449.00	32.14	492.28	-43.28	109.64 %
001-5050-534000	Other Contractual Serv	355.00	355.00	3,524.66	14,524.15	-14,169.15	4,091.31 %
001-5050-537702	Admin. Fee CFD	6,181.00	6,181.00	0.00	3,920.00	2,261.00	63.42 %
001-5050-540000	Travel & Per Diem	5,760.00	5,760.00	588.78	3,156.98	2,603.02	54.81 %
001-5050-540500	Registration/Trng Fees	13,550.00	13,550.00	0.00	7,508.11	6,041.89	55.41 %
001-5050-541000	Cell and Landline Phone	6,900.00	6,900.00	358.64	3,501.00	3,399.00	50.74 %
001-5050-542000	Postage & Freight	0.00	0.00	0.00	5.48	-5.48	0.00 %
001-5050-543000	Utilities	13,000.00	13,000.00	0.00	6,409.89	6,590.11	49.31 %
001-5050-545000	Insurance	39,624.00	39,624.00	9,906.00	39,624.00	0.00	100.00 %
001-5050-546100	Maintenance - Buildings	7,000.00	7,000.00	50.00	6,403.76	596.24	91.48 %
001-5050-546200	Maint.-Mach. & Equip.	27,000.00	27,000.00	1,003.55	12,453.86	14,546.14	46.13 %
001-5050-546500	Maint. - Vehicles	40,000.00	40,000.00	2,807.82	22,962.18	17,037.82	57.41 %
001-5050-551100	1st Responder Suppli	8,000.00	8,000.00	119.80	2,481.93	5,518.07	31.02 %
001-5050-552100	Fuel	16,000.00	16,000.00	1,097.84	15,263.14	736.86	95.39 %
001-5050-552300	Chemicals	2,000.00	2,000.00	0.00	388.11	1,611.89	19.41 %
001-5050-552500	Uniforms	20,000.00	20,000.00	20,700.00	26,619.24	-6,619.24	133.10 %
001-5050-552700	Operating Supplies	13,125.00	13,125.00	204.02	18,126.54	-5,001.54	138.11 %
001-5050-554100	Dues & Memberships	500.00	500.00	0.00	573.28	-73.28	114.66 %
001-5050-554200	Subscript. & Publications	0.00	0.00	793.88	793.88	-793.88	0.00 %
001-5050-564000	Machinery & Equipment	1,417,500.00	1,417,500.00	0.00	7,606.38	1,409,893.62	0.54 %
	Department : 5050 - Fire Department Total:	**2,553,969.00**	**2,553,969.00**	**87,468.11**	**828,412.86**	**1,725,556.14**	**32.44%**
Department : 6060 - Library							
001-6060-512000	Regular Salaries	196,582.00	196,582.00	16,333.32	181,236.13	15,345.87	92.19 %
001-6060-521000	Taxes-FICA	15,039.00	15,039.00	1,189.57	13,268.93	1,770.07	88.23 %
001-6060-522000	Retirement Contribution	11,795.00	11,795.00	979.99	10,765.51	1,029.49	91.27 %
001-6060-522500	457 Match	5,897.00	5,897.00	490.03	5,271.47	625.53	89.39 %
001-6060-523000	Insurance-Health	37,288.00	37,288.00	4,272.54	42,500.44	-5,212.44	113.98 %
001-6060-523001	Insurance - Dental	2,401.00	2,401.00	198.82	1,988.20	412.80	82.81 %
001-6060-523002	Insurance - Life	1,130.00	1,130.00	138.03	1,380.35	-250.35	122.15 %
001-6060-523003	Insurance - AD & D	104.00	104.00	12.47	124.66	-20.66	119.87 %
001-6060-524000	Worker's Compensation	4,891.00	4,891.00	1,130.00	4,520.00	371.00	92.41 %
001-6060-526000	Long Term Disability Ins.	859.00	859.00	150.97	1,509.83	-650.83	175.77 %
001-6060-534000	Other Contractual Serv	0.00	0.00	0.00	90.00	-90.00	0.00 %
001-6060-540000	Travel & Per Diem	2,000.00	2,000.00	0.00	4,460.63	-2,460.63	223.03 %
001-6060-540500	Registration/Trng Fees	800.00	800.00	0.00	672.96	127.04	84.12 %
001-6060-541000	Cell and Landline Phone	2,400.00	2,400.00	377.87	1,846.80	553.20	76.95 %
001-6060-543000	Utilities	19,200.00	19,200.00	0.00	2,797.12	16,402.88	14.57 %
001-6060-544100	Rental & Lease - Equip.	4,800.00	4,800.00	0.00	0.00	4,800.00	0.00 %
001-6060-545000	Insurance	3,962.00	3,962.00	991.00	3,964.00	-2.00	100.05 %
001-6060-546100	Maintenance - Buildings	2,000.00	2,000.00	50.00	1,239.18	760.82	61.96 %
001-6060-546200	Maint.-Mach. & Equip.	2,000.00	2,000.00	0.00	4,549.42	-2,549.42	227.47 %
001-6060-546500	Maint. - Vehicles	1,000.00	1,000.00	0.00	252.89	747.11	25.29 %
001-6060-548000	Promotional Activities	1,000.00	1,000.00	0.00	1,443.54	-443.54	144.35 %
001-6060-552100	Fuel	500.00	500.00	0.00	0.00	500.00	0.00 %
001-6060-552400	Janitorial Supplies	0.00	0.00	12.96	127.56	-127.56	0.00 %
001-6060-552700	Operating Supplies	6,500.00	6,500.00	2,016.04	6,505.74	-5.74	100.09 %
001-6060-557200	Dist. State Lib Funds-Barron	38,601.00	38,601.00	0.00	0.00	38,601.00	0.00 %

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
001-6060-566000	Publications/Materials	10,000.00	10,000.00	-2,426.37	-1,473.72	11,473.72	-14.74 %
001-6060-592000	Contingent Expenses	16,000.00	16,000.00	710.37	710.37	15,289.63	4.44 %
	Department : 6060 - Library Total:	**386,749.00**	**386,749.00**	**26,627.61**	**289,752.01**	**96,996.99**	**74.92%**
Department : 7070 - Public Works Administration							
001-7070-512000	Regular Salaries	237,764.00	237,764.00	20,145.78	212,987.08	24,776.92	89.58 %
001-7070-514000	Overtime Salaries	3,045.00	3,045.00	1,068.75	5,127.31	-2,082.31	168.38 %
001-7070-521000	Taxes-FICA	18,422.00	18,422.00	1,559.48	16,056.87	2,365.13	87.16 %
001-7070-522000	Retirement Contribution	14,448.00	14,448.00	1,208.76	12,602.63	1,845.37	87.23 %
001-7070-522500	457 Match	7,224.00	7,224.00	430.43	4,002.60	3,221.40	55.41 %
001-7070-523000	Insurance-Health	52,799.00	52,799.00	4,842.96	48,250.03	4,548.97	91.38 %
001-7070-523001	Insurance - Dental	2,610.00	2,610.00	216.10	2,157.72	452.28	82.67 %
001-7070-523002	Insurance - Life	1,868.00	1,868.00	189.81	1,636.91	231.09	87.63 %
001-7070-523003	Insurance - AD & D	172.00	172.00	16.56	142.15	29.85	82.65 %
001-7070-524000	Worker's Compensation	5,991.00	5,991.00	1,377.00	5,508.00	483.00	91.94 %
001-7070-526000	Long Term Disability Ins.	2,951.00	2,951.00	203.15	1,745.65	1,205.35	59.15 %
001-7070-531200	Engineering Services	0.00	0.00	0.00	6,889.00	-6,889.00	0.00 %
001-7070-534000	Other Contractual Serv	500.00	500.00	0.00	4,500.00	-4,000.00	900.00 %
001-7070-540500	Registration/Trng Fees	2,000.00	2,000.00	0.00	0.00	2,000.00	0.00 %
001-7070-541000	Cell and Landline Phone	6,792.00	6,792.00	1,775.80	5,667.73	1,124.27	83.45 %
001-7070-543000	Utilities	2,000.00	2,000.00	0.00	0.00	2,000.00	0.00 %
001-7070-546100	Maintenance - Buildings	7,000.00	7,000.00	900.34	11,268.09	-4,268.09	160.97 %
001-7070-546101	Maintenance Project	0.00	0.00	0.00	720.00	-720.00	0.00 %
001-7070-546200	Maint.-Mach. & Equip.	10,000.00	10,000.00	56.68	5,965.61	4,034.39	59.66 %
001-7070-546250	Maint.-Tools & Spare Parts	0.00	0.00	0.00	584.89	-584.89	0.00 %
001-7070-546500	Maint. - Vehicles	1,000.00	1,000.00	0.00	566.34	433.66	56.63 %
001-7070-548000	Promotional Activities	0.00	0.00	0.00	5,615.58	-5,615.58	0.00 %
001-7070-552500	Uniforms	1,000.00	1,000.00	195.36	2,132.01	-1,132.01	213.20 %
001-7070-552700	Operating Supplies	7,500.00	7,500.00	2,491.11	27,228.39	-19,728.39	363.05 %
001-7070-554100	Dues & Memberships	100.00	100.00	0.00	0.00	100.00	0.00 %
001-7070-563000	PPE - Land Improvements	0.00	0.00	0.00	161.09	-161.09	0.00 %
001-7070-564000	Machinery & Equipment	185,000.00	185,000.00	0.00	51,547.00	133,453.00	27.86 %
	Department : 7070 - Public Works Administration Total:	**570,186.00**	**570,186.00**	**36,678.07**	**433,062.68**	**137,123.32**	**75.95%**
Department : 7071 - Central Garage							
001-7071-512000	Regular Salaries	74,984.00	74,984.00	10,100.12	109,257.88	-34,273.88	145.71 %
001-7071-514000	Overtime Salaries	1,352.00	1,352.00	0.00	651.98	700.02	48.22 %
001-7071-521000	Taxes-FICA	5,840.00	5,840.00	725.82	7,946.45	-2,106.45	136.07 %
001-7071-522000	Retirement Contribution	4,580.00	4,580.00	606.00	6,519.98	-1,939.98	142.36 %
001-7071-522500	457 Match	2,290.00	2,290.00	303.00	3,259.99	-969.99	142.36 %
001-7071-523000	Insurance-Health	10,560.00	10,560.00	2,142.06	21,404.72	-10,844.72	202.70 %
001-7071-523001	Insurance - Dental	522.00	522.00	86.44	863.62	-341.62	165.44 %
001-7071-523002	Insurance - Life	374.00	374.00	85.34	837.59	-463.59	223.95 %
001-7071-523003	Insurance - AD & D	34.00	34.00	7.38	73.74	-39.74	216.88 %
001-7071-524000	Worker's Compensation	1,899.00	1,899.00	424.00	1,699.24	199.76	89.48 %
001-7071-526000	Long Term Disability Ins.	590.00	590.00	91.04	903.52	-313.52	153.14 %
001-7071-534000	Other Contractual Serv	100.00	100.00	0.00	1,500.00	-1,400.00	1,500.00 %
001-7071-540500	Registration/Trng Fees	500.00	500.00	0.00	247.75	252.25	49.55 %
001-7071-542500	Safety	500.00	500.00	24.48	583.17	-83.17	116.63 %
001-7071-543000	Utilities	1,000.00	1,000.00	0.00	187.07	812.93	18.71 %
001-7071-546100	Maintenance - Buildings	4,000.00	4,000.00	1,850.00	2,768.97	1,231.03	69.22 %
001-7071-546200	Maint.-Mach. & Equip.	15,000.00	15,000.00	693.96	4,119.11	10,880.89	27.46 %
001-7071-546250	Maint.-Tools & Spare Parts	5,000.00	5,000.00	0.00	135.17	4,864.83	2.70 %
001-7071-546500	Maint. - Vehicles	3,000.00	3,000.00	213.53	735.12	2,264.88	24.50 %
001-7071-552100	Fuel	3,000.00	3,000.00	255.28	3,203.78	-203.78	106.79 %
001-7071-552400	Janitorial Supplies	0.00	0.00	185.64	1,534.99	-1,534.99	0.00 %
001-7071-552500	Uniforms	1,000.00	1,000.00	64.60	926.34	73.66	92.63 %
001-7071-552700	Operating Supplies	5,000.00	5,000.00	783.12	5,840.70	-840.70	116.81 %
001-7071-564000	Machinery & Equipment	65,000.00	65,000.00	-211.26	49,227.48	15,772.52	75.73 %

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Department : 7071 - Central Garage Total:		**206,125.00**	**206,125.00**	**18,430.55**	**224,428.36**	**-18,303.36**	**108.88%**
Department : 7073 - Streets & Sidewalks							
001-7073-512000	Regular Salaries	270,499.00	270,499.00	27,794.42	291,173.34	-20,674.34	107.64 %
001-7073-512005	Appreciation & 24 Hr.	0.00	0.00	0.00	14,980.57	-14,980.57	0.00 %
001-7073-514000	Overtime Salaries	5,426.00	5,426.00	4,091.13	29,655.91	-24,229.91	546.55 %
001-7073-521000	Taxes-FICA	21,108.00	21,108.00	2,361.15	23,777.55	-2,669.55	112.65 %
001-7073-522000	Retirement Contribution	16,556.00	16,556.00	1,645.81	16,929.36	-373.36	102.26 %
001-7073-522500	457 Match	8,278.00	8,278.00	454.29	4,953.85	3,324.15	59.84 %
001-7073-523000	Insurance-Health	72,102.00	72,102.00	7,496.42	69,346.80	2,755.20	96.18 %
001-7073-523001	Insurance - Dental	3,132.00	3,132.00	345.76	3,187.97	-55.97	101.79 %
001-7073-523002	Insurance - Life	2,241.00	2,241.00	231.28	2,169.04	71.96	96.79 %
001-7073-523003	Insurance - AD & D	207.00	207.00	20.55	192.63	14.37	93.06 %
001-7073-524000	Worker's Compensation	6,865.00	6,865.00	1,589.00	6,356.00	509.00	92.59 %
001-7073-526000	Long Term Disability Ins.	3,541.00	3,541.00	251.06	2,353.69	1,187.31	66.47 %
001-7073-531200	Engineering Services	50,000.00	50,000.00	7,982.25	48,187.43	1,812.57	96.37 %
001-7073-534000	Other Contractual Serv	4,000.00	4,000.00	42.00	1,118.00	2,882.00	27.95 %
001-7073-534006	Hwy 27 Tree Maint.	126,000.00	126,000.00	0.00	34,587.00	91,413.00	27.45 %
001-7073-540500	Registration/Trng Fees	100.00	100.00	0.00	0.00	100.00	0.00 %
001-7073-541000	Cell and Landline Phone	960.00	960.00	105.00	1,176.63	-216.63	122.57 %
001-7073-542500	Safety	500.00	500.00	35.32	1,720.40	-1,220.40	344.08 %
001-7073-543000	Utilities	12,000.00	12,000.00	59.42	4,256.46	7,743.54	35.47 %
001-7073-545000	Insurance	55,474.00	55,474.00	13,868.00	55,472.00	2.00	100.00 %
001-7073-546100	Maintenance - Buildings	0.00	0.00	40.99	103.02	-103.02	0.00 %
001-7073-546200	Maint.-Mach. & Equip.	30,000.00	30,000.00	49.16	989.70	29,010.30	3.30 %
001-7073-546250	Maint.-Tools & Spare Parts	0.00	0.00	1,923.21	4,430.95	-4,430.95	0.00 %
001-7073-546500	Maint. - Vehicles	10,000.00	10,000.00	2,758.59	18,246.72	-8,246.72	182.47 %
001-7073-552100	Fuel	28,000.00	28,000.00	3,863.70	26,518.03	1,481.97	94.71 %
001-7073-552300	Chemicals	0.00	0.00	540.00	1,080.00	-1,080.00	0.00 %
001-7073-552500	Uniforms	2,000.00	2,000.00	328.42	3,099.15	-1,099.15	154.96 %
001-7073-552700	Operating Supplies	6,000.00	6,000.00	3,379.99	9,064.30	-3,064.30	151.07 %
001-7073-553000	Road Material & Supplies	25,000.00	25,000.00	0.00	4,501.72	20,498.28	18.01 %
001-7073-553001	Street Overlays	500,000.00	500,000.00	0.00	0.00	500,000.00	0.00 %
001-7073-553002	Street Striping	50,000.00	50,000.00	0.00	724.93	49,275.07	1.45 %
001-7073-553200	Street Signs	15,000.00	15,000.00	2,935.81	16,317.99	-1,317.99	108.79 %
001-7073-553400	Sidewalks	75,000.00	75,000.00	2,316.00	8,498.97	66,501.03	11.33 %
001-7073-564000	Machinery & Equipment	40,000.00	40,000.00	0.00	26,673.33	13,326.67	66.68 %
Department : 7073 - Streets & Sidewalks Total:		**1,439,989.00**	**1,439,989.00**	**86,508.73**	**731,843.44**	**708,145.56**	**50.82%**
Department : 7074 - FDOT Projects							
001-7074-563005	FDOT C-21 Bridge Project	0.00	0.00	0.00	8,800.00	-8,800.00	0.00 %
001-7074-563014	G2L22 W Ventura Ave - Improvem	668,000.00	668,000.00	0.00	9,655.15	658,344.85	1.45 %
001-7074-563015	W Ventura - Improvments	0.00	0.00	0.00	3,473.75	-3,473.75	0.00 %
001-7074-563016	N Francisco to Hoover Dike Rd	1,000,000.00	1,000,000.00	0.00	22,936.80	977,063.20	2.29 %
001-7074-563017	N Francisco -US27 Corridor	500,000.00	500,000.00	0.00	0.00	500,000.00	0.00 %
001-7074-563018	FDOT-SRTS Project Package	911,000.00	911,000.00	0.00	0.00	911,000.00	0.00 %
Department : 7074 - FDOT Projects Total:		**3,079,000.00**	**3,079,000.00**	**0.00**	**44,865.70**	**3,034,134.30**	**1.46%**
Department : 7075 - Community Landscaping Improvements							
001-7075-553300	Landscape Trees	0.00	0.00	42,406.20	45,706.20	-45,706.20	0.00 %
Department : 7075 - Community Landscaping Improvements Total		**0.00**	**0.00**	**42,406.20**	**45,706.20**	**-45,706.20**	**0.00%**
Department : 7076 - Mosquito Control							
001-7076-514000	Overtime Salaries	10,000.00	10,000.00	0.00	976.97	9,023.03	9.77 %
001-7076-521000	Taxes-FICA	765.00	765.00	0.00	72.10	692.90	9.42 %
001-7076-522000	Retirement Contribution	0.00	0.00	0.00	44.34	-44.34	0.00 %
001-7076-522500	457 Match	0.00	0.00	0.00	22.17	-22.17	0.00 %
001-7076-523000	Insurance-Health	0.00	0.00	0.00	83.42	-83.42	0.00 %
001-7076-523001	Insurance - Dental	0.00	0.00	0.00	2.95	-2.95	0.00 %
001-7076-523002	Insurance - Life	0.00	0.00	0.00	2.90	-2.90	0.00 %
001-7076-523003	Insurance - AD & D	0.00	0.00	0.00	0.27	-0.27	0.00 %

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
001-7076-526000	Long Term Disability Ins.	0.00	0.00	0.00	3.18	-3.18	0.00 %
001-7076-534000	Other Contractual Serv	0.00	0.00	0.00	1,780.00	-1,780.00	0.00 %
001-7076-534002	Mowing Services	182,400.00	182,400.00	14,100.00	126,900.00	55,500.00	69.57 %
001-7076-534003	Mosquito Contractor	100,000.00	100,000.00	0.00	72,395.40	27,604.60	72.40 %
001-7076-540000	Travel & Per Diem	3,000.00	3,000.00	0.00	1,699.60	1,300.40	56.65 %
001-7076-540500	Registration/Trng Fees	500.00	500.00	0.00	0.00	500.00	0.00 %
001-7076-545000	Insurance	0.00	0.00	991.00	3,964.00	-3,964.00	0.00 %
001-7076-546200	Maint.-Mach. & Equip.	4,000.00	4,000.00	0.00	0.00	4,000.00	0.00 %
001-7076-552300	Chemicals	0.00	0.00	0.00	1,598.25	-1,598.25	0.00 %
001-7076-552700	Operating Supplies	5,000.00	5,000.00	0.00	272.86	4,727.14	5.46 %
001-7076-575000	CC Processing Fees	5,000.00	5,000.00	631.70	6,184.90	-1,184.90	123.70 %
	Department : 7076 - Mosquito Control Total:	**310,665.00**	**310,665.00**	**15,722.70**	**216,003.31**	**94,661.69**	**69.53%**
Department : 7077 - Stormwater Projects							
001-7077-531200	Engineering Services	50,000.00	50,000.00	0.00	0.00	50,000.00	0.00 %
	Department : 7077 - Stormwater Projects Total:	**50,000.00**	**50,000.00**	**0.00**	**0.00**	**50,000.00**	**0.00%**
Department : 7078 - Street Lighting							
001-7078-543000	Utilities	65,000.00	65,000.00	0.00	21,484.89	43,515.11	33.05 %
001-7078-546200	Maint.-Mach. & Equip.	35,000.00	35,000.00	0.00	0.00	35,000.00	0.00 %
001-7078-548000	Promotional Activities	0.00	0.00	0.00	371.75	-371.75	0.00 %
	Department : 7078 - Street Lighting Total:	**100,000.00**	**100,000.00**	**0.00**	**21,856.64**	**78,143.36**	**21.86%**
Department : 8080 - Rec. - Admin. & Parks							
001-8080-512000	Regular Salaries	288,494.00	288,494.00	19,854.40	215,421.93	73,072.07	74.67 %
001-8080-514000	Overtime Salaries	2,121.00	2,121.00	3,205.50	16,238.89	-14,117.89	765.62 %
001-8080-521000	Taxes-FICA	22,232.00	22,232.00	1,753.31	17,591.33	4,640.67	79.13 %
001-8080-522000	Retirement Contribution	17,437.00	17,437.00	1,191.26	12,403.64	5,033.36	71.13 %
001-8080-522500	457 Match	8,718.00	8,718.00	172.00	1,671.76	7,046.24	19.18 %
001-8080-523000	Insurance-Health	59,853.00	59,853.00	4,393.10	41,679.96	18,173.04	69.64 %
001-8080-523001	Insurance - Dental	3,132.00	3,132.00	216.10	2,050.27	1,081.73	65.46 %
001-8080-523002	Insurance - Life	1,454.00	1,454.00	167.08	1,590.96	-136.96	109.42 %
001-8080-523003	Insurance - AD & D	134.00	134.00	11.32	109.52	24.48	81.73 %
001-8080-524000	Worker's Compensation	7,230.00	7,230.00	1,660.00	6,640.00	590.00	91.84 %
001-8080-526000	Long Term Disability Ins.	1,133.00	1,133.00	154.17	1,481.25	-348.25	130.74 %
001-8080-533000	Software & IT Services	2,100.00	2,100.00	0.00	4,915.39	-2,815.39	234.07 %
001-8080-534000	Other Contractual Services	1,000.00	1,000.00	0.00	7,817.00	-6,817.00	781.70 %
001-8080-540000	Travel & Per Diem	1,000.00	1,000.00	0.00	688.90	311.10	68.89 %
001-8080-540500	Registration/Trng Fees	1,000.00	1,000.00	0.00	780.00	220.00	78.00 %
001-8080-541000	Cell and Landline Phone	0.00	0.00	70.00	630.00	-630.00	0.00 %
001-8080-542500	Safety	0.00	0.00	0.00	4.54	-4.54	0.00 %
001-8080-543000	Utilities	4,000.00	4,000.00	0.00	745.49	3,254.51	18.64 %
001-8080-545000	Insurance	79,284.00	79,284.00	19,812.00	80,125.00	-841.00	101.06 %
001-8080-546000	Maintenance - Grounds	30,000.00	30,000.00	231.65	13,763.72	16,236.28	45.88 %
001-8080-546100	Maintenance - Buildings	4,000.00	4,000.00	49.08	743.92	3,256.08	18.60 %
001-8080-546200	Maint.-Mach. & Equip.	5,000.00	5,000.00	1,239.16	2,459.27	2,540.73	49.19 %
001-8080-546300	Maint. - Boat Dock	3,000.00	3,000.00	0.00	661.01	2,338.99	22.03 %
001-8080-546400	Park Enhancements	0.00	0.00	0.00	634.97	-634.97	0.00 %
001-8080-546500	Maint. - Vehicles	1,500.00	1,500.00	2,426.40	3,261.62	-1,761.62	217.44 %
001-8080-548000	Promotional Activities	5,000.00	5,000.00	825.00	14,854.16	-9,854.16	297.08 %
001-8080-551200	Program Activity Supplies	20,000.00	20,000.00	0.00	3,489.37	16,510.63	17.45 %
001-8080-551201	Initial Supplies for Activities	10,000.00	10,000.00	1,347.60	9,457.19	542.81	94.57 %
001-8080-552100	Fuel	2,000.00	2,000.00	714.04	3,750.11	-1,750.11	187.51 %
001-8080-552400	Janitorial Supplies	3,000.00	3,000.00	102.24	1,182.20	1,817.80	39.41 %
001-8080-552500	Uniforms	1,500.00	1,500.00	102.96	2,826.70	-1,326.70	188.45 %
001-8080-552700	Recreation Operating Supplies	15,000.00	15,000.00	17.02	7,578.93	7,421.07	50.53 %
001-8080-552702	Parks Operating Supplies	1,000.00	1,000.00	0.00	457.01	542.99	45.70 %
001-8080-554100	Dues & Memberships	2,000.00	2,000.00	0.00	404.98	1,595.02	20.25 %
001-8080-554200	Subscript. & Publications	3,000.00	3,000.00	175.00	2,561.86	438.14	85.40 %

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
001-8080-575000	CC Processing Fees	6,000.00	6,000.00	961.46	9,845.06	-3,845.06	164.08 %
Department : 8080 - Rec. - Admin. & Parks Total:		**612,322.00**	**612,322.00**	**60,851.85**	**490,517.91**	**121,804.09**	**80.11%**
Department : 8081 - Rec. - Buildings & Structures							
001-8081-534000	Other Contractual Serv	0.00	0.00	0.00	200.00	-200.00	0.00 %
001-8081-534600	Snacks/Soft Drinks	0.00	0.00	0.00	789.60	-789.60	0.00 %
001-8081-541000	Cell and Landline Phone	2,220.00	2,220.00	803.76	1,634.85	585.15	73.64 %
001-8081-543000	Utilities	15,000.00	15,000.00	0.00	4,045.82	10,954.18	26.97 %
001-8081-546000	Maintenance - Grounds	3,000.00	3,000.00	0.00	3,569.75	-569.75	118.99 %
001-8081-546100	Maintenance - Buildings	15,000.00	15,000.00	-4,640.18	4,825.47	10,174.53	32.17 %
001-8081-546101	Maintenance Project	0.00	0.00	0.00	6,917.00	-6,917.00	0.00 %
001-8081-546300	Maint. - Boat Dock	2,000.00	2,000.00	0.00	97.86	1,902.14	4.89 %
001-8081-546500	Maint. - Vehicles	0.00	0.00	0.00	17.40	-17.40	0.00 %
001-8081-552400	Janitorial Supplies	5,000.00	5,000.00	850.15	3,094.12	1,905.88	61.88 %
001-8081-552700	Operating Supplies	3,000.00	3,000.00	446.54	3,354.22	-354.22	111.81 %
001-8081-564000	Machinery & Equipment	0.00	0.00	3,850.00	3,850.00	-3,850.00	0.00 %
Department : 8081 - Rec. - Buildings & Structures Total:		**45,220.00**	**45,220.00**	**1,310.27**	**32,396.09**	**12,823.91**	**71.64%**
Department : 8082 - Sugarland Sports Complex							
001-8082-512000	Regular Salaries	107,956.00	107,956.00	5,625.65	72,570.77	35,385.23	67.22 %
001-8082-514000	Overtime Salaries	2,336.00	2,336.00	2,168.85	20,419.43	-18,083.43	874.12 %
001-8082-521000	Taxes-FICA	8,437.00	8,437.00	594.12	7,029.97	1,407.03	83.32 %
001-8082-522000	Retirement Contribution	6,617.00	6,617.00	384.17	4,812.80	1,804.20	72.73 %
001-8082-522500	457 Match	3,309.00	3,309.00	30.01	253.30	3,055.70	7.65 %
001-8082-523000	Insurance-Health	31,087.00	31,087.00	2,066.72	22,413.01	8,673.99	72.10 %
001-8082-523001	Insurance - Dental	1,566.00	1,566.00	101.66	1,105.26	460.74	70.58 %
001-8082-523002	Insurance - Life	506.00	506.00	56.21	630.97	-124.97	124.70 %
001-8082-523003	Insurance - AD & D	47.00	47.00	5.19	58.19	-11.19	123.81 %
001-8082-524000	Worker's Compensation	2,744.00	2,744.00	636.00	2,544.00	200.00	92.71 %
001-8082-526000	Long Term Disability Ins.	707.00	707.00	62.62	702.77	4.23	99.40 %
001-8082-534000	Other Contractual Serv	50,000.00	50,000.00	0.00	59,245.00	-9,245.00	118.49 %
001-8082-541000	Cell and Landline Phone	500.00	500.00	164.92	673.46	-173.46	134.69 %
001-8082-542500	Safety	0.00	0.00	0.00	329.37	-329.37	0.00 %
001-8082-543000	Utilities	35,000.00	35,000.00	0.00	15,804.58	19,195.42	45.16 %
001-8082-546000	Maintenance - Grounds	40,000.00	40,000.00	-273.91	25,509.46	14,490.54	63.77 %
001-8082-546100	Maintenance - Buildings	10,000.00	10,000.00	0.34	5,968.50	4,031.50	59.69 %
001-8082-546200	Maint.-Mach. & Equip.	15,000.00	15,000.00	177.41	5,916.09	9,083.91	39.44 %
001-8082-546500	Maint. - Vehicles	1,000.00	1,000.00	207.09	2,630.91	-1,630.91	263.09 %
001-8082-552100	Fuel	4,000.00	4,000.00	435.84	2,836.44	1,163.56	70.91 %
001-8082-552300	Chemicals	30,000.00	30,000.00	1,585.16	5,797.23	24,202.77	19.32 %
001-8082-552400	Janitorial Supplies	1,500.00	1,500.00	0.00	64.61	1,435.39	4.31 %
001-8082-552500	Uniforms	1,000.00	1,000.00	102.96	1,091.05	-91.05	109.11 %
001-8082-552700	Operating Supplies	0.00	0.00	223.49	19,338.38	-19,338.38	0.00 %
001-8082-563000	PPE - Land Improvements	10,000.00	10,000.00	11,000.00	55,933.40	-45,933.40	559.33 %
001-8082-564000	Machinery & Equipment	30,000.00	30,000.00	100.00	50,560.14	-20,560.14	168.53 %
Department : 8082 - Sugarland Sports Complex Total:		**393,312.00**	**393,312.00**	**25,454.50**	**384,239.09**	**9,072.91**	**97.69%**
Department : 8083 - C. S. Mott Pool & Splash Pad							
001-8083-512500	Lifeguard	55,000.00	55,000.00	26,284.50	54,684.00	316.00	99.43 %
001-8083-512600	Camp Counselor	30,000.00	30,000.00	10,271.00	25,158.50	4,841.50	83.86 %
001-8083-521000	Taxes-FICA	4,158.00	4,158.00	2,773.57	6,071.96	-1,913.96	146.03 %
001-8083-524000	Worker's Compensation	1,352.00	1,352.00	318.00	1,272.00	80.00	94.08 %
001-8083-534000	Other Contractual Serv	7,500.00	7,500.00	1,000.00	9,336.00	-1,836.00	124.48 %
001-8083-534600	Snacks/Soft Drinks	0.00	0.00	0.00	490.61	-490.61	0.00 %
001-8083-543000	Utilities	100,000.00	100,000.00	0.00	16,697.86	83,302.14	16.70 %
001-8083-546100	Maintenance - Buildings	2,000.00	2,000.00	0.00	3,013.76	-1,013.76	150.69 %
001-8083-546200	Maint.-Mach. & Equip.	2,000.00	2,000.00	0.00	0.00	2,000.00	0.00 %
001-8083-551200	Program Activity Supplies	2,000.00	2,000.00	0.00	247.74	1,752.26	12.39 %
001-8083-552300	Chemicals	10,000.00	10,000.00	5,199.37	12,957.96	-2,957.96	129.58 %
001-8083-552500	Uniforms	1,000.00	1,000.00	0.00	1,365.71	-365.71	136.57 %

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
001-8083-552700	Operating Supplies	500.00	500.00	113.98	1,093.73	-593.73	218.75 %
001-8083-564000	Machinery & Equipment	100,000.00	100,000.00	9,119.98	25,097.87	74,902.13	25.10 %
Department : 8083 - C. S. Mott Pool & Splash Pad Total:		**315,510.00**	**315,510.00**	**55,080.40**	**157,487.70**	**158,022.30**	**49.92%**
Department : 8084 - John Boy Auditorium							
001-8084-513000	Special Detail	13,000.00	13,000.00	325.00	6,737.50	6,262.50	51.83 %
001-8084-521000	Taxes - FICA	995.00	995.00	20.35	478.18	516.82	48.06 %
001-8084-522000	Retirement Contribution	0.00	0.00	13.40	304.22	-304.22	0.00 %
001-8084-522500	457 Match	0.00	0.00	0.00	36.89	-36.89	0.00 %
001-8084-523000	Insurance-Health	0.00	0.00	82.48	1,599.97	-1,599.97	0.00 %
001-8084-523001	Insurance - Dental	0.00	0.00	4.06	78.69	-78.69	0.00 %
001-8084-523002	Insurance - Life	0.00	0.00	1.96	42.80	-42.80	0.00 %
001-8084-523003	Insurance - AD & D	0.00	0.00	0.18	3.83	-3.83	0.00 %
001-8084-524000	Worker's Compensation	323.00	323.00	35.00	140.00	183.00	43.34 %
001-8084-526000	Long Term Disability Ins.	0.00	0.00	2.18	46.36	-46.36	0.00 %
001-8084-534000	Other Contractual Serv	0.00	0.00	802.00	4,021.00	-4,021.00	0.00 %
001-8084-541000	Cell and Landline Phone	4,080.00	4,080.00	577.10	2,014.45	2,065.55	49.37 %
001-8084-543000	Utilities	36,000.00	36,000.00	0.00	12,056.47	23,943.53	33.49 %
001-8084-546000	Maintenance - Grounds	2,000.00	2,000.00	0.00	268.14	1,731.86	13.41 %
001-8084-546100	Maintenance - Buildings	5,000.00	5,000.00	3,022.16	3,921.99	1,078.01	78.44 %
001-8084-546200	Maint.-Mach. & Equip.	0.00	0.00	0.00	143.36	-143.36	0.00 %
001-8084-552400	Janitorial Supplies	4,000.00	4,000.00	49.99	351.03	3,648.97	8.78 %
001-8084-552700	Operating Supplies	2,000.00	2,000.00	5.25	1,026.27	973.73	51.31 %
Department : 8084 - John Boy Auditorium Total:		**67,398.00**	**67,398.00**	**4,941.11**	**33,271.15**	**34,126.85**	**49.37%**
Department : 8086 - Rec. - Golf Course							
001-8086-512000	Regular Salaries	307,105.00	307,105.00	19,849.35	255,269.77	51,835.23	83.12 %
001-8086-514000	Overtime Salaries	8,547.00	8,547.00	2,208.96	14,444.32	-5,897.32	169.00 %
001-8086-521000	Taxes-FICA	24,147.00	24,147.00	1,638.66	20,279.00	3,868.00	83.98 %
001-8086-522000	Retirement Contribution	15,046.00	15,046.00	1,148.93	12,870.13	2,175.87	85.54 %
001-8086-522500	457 Match	9,470.00	9,470.00	154.22	1,549.23	7,920.77	16.36 %
001-8086-523000	Insurance-Health	51,812.00	51,812.00	4,489.04	41,694.90	10,117.10	80.47 %
001-8086-523001	Insurance - Dental	2,610.00	2,610.00	196.82	1,936.55	673.45	74.20 %
001-8086-523002	Insurance - Life	1,197.00	1,197.00	165.29	1,662.72	-465.72	138.91 %
001-8086-523003	Insurance - AD & D	110.00	110.00	14.37	143.57	-33.57	130.52 %
001-8086-524000	Worker's Compensation	8,711.00	8,711.00	1,764.00	7,060.00	1,651.00	81.05 %
001-8086-526000	Long Term Disability Ins.	953.00	953.00	182.24	1,833.39	-880.39	192.38 %
001-8086-531500	Golf-Other Professional Services	20,000.00	20,000.00	2,500.00	18,475.00	1,525.00	92.38 %
001-8086-534000	Other Contractual Serv	120,000.00	120,000.00	7,566.24	127,752.94	-7,752.94	106.46 %
001-8086-534500	Inventory Purchases	40,000.00	40,000.00	0.00	23,352.51	16,647.49	58.38 %
001-8086-534600	Snacks/Soft Drinks	11,000.00	11,000.00	503.17	10,520.32	479.68	95.64 %
001-8086-534700	G/C Beer	10,000.00	10,000.00	0.00	8,707.15	1,292.85	87.07 %
001-8086-541000	Cell and Landline Phone	5,000.00	5,000.00	1,179.80	4,104.76	895.24	82.10 %
001-8086-542500	Safety	0.00	0.00	0.00	1,451.35	-1,451.35	0.00 %
001-8086-543000	Utilities	30,000.00	30,000.00	0.00	20,683.35	9,316.65	68.94 %
001-8086-544100	Rental & Lease - Equip.	43,000.00	43,000.00	7,613.82	26,710.13	16,289.87	62.12 %
001-8086-545000	Insurance	55,474.00	55,474.00	13,868.00	55,472.00	2.00	100.00 %
001-8086-546000	Maintenance - Grounds	65,000.00	65,000.00	9,899.48	41,930.00	23,070.00	64.51 %
001-8086-546100	Maintenance - Buildings	5,000.00	5,000.00	256.60	12,806.28	-7,806.28	256.13 %
001-8086-546200	Maint.-Mach. & Equip.	50,000.00	50,000.00	1,434.78	32,150.46	17,849.54	64.30 %
001-8086-546500	Maint. - Vehicles	1,000.00	1,000.00	63.43	3,051.61	-2,051.61	305.16 %
001-8086-546600	Maint. - Golf Carts	20,000.00	20,000.00	0.00	6,798.91	13,201.09	33.99 %
001-8086-548000	Promotional Activities	6,000.00	6,000.00	500.00	826.94	5,173.06	13.78 %
001-8086-548100	Legal Advertising	0.00	0.00	0.00	1,460.00	-1,460.00	0.00 %
001-8086-549000	Drainage Taxes	5,700.00	5,700.00	0.00	5,872.32	-172.32	103.02 %
001-8086-552100	Fuel	25,000.00	25,000.00	1,043.84	9,381.80	15,618.20	37.53 %
001-8086-552300	Chemicals	100,000.00	100,000.00	5,440.00	79,676.27	20,323.73	79.68 %
001-8086-552400	Janitorial Supplies	4,000.00	4,000.00	372.21	3,151.46	848.54	78.79 %
001-8086-552500	Uniforms	500.00	500.00	40.80	1,231.45	-731.45	246.29 %
001-8086-552700	Operating Supplies	13,000.00	13,000.00	901.14	11,202.56	1,797.44	86.17 %

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
001-8086-552701	Program Supplies	2,000.00	2,000.00	1,112.73	1,112.73	887.27	55.64 %
001-8086-554100	Dues & Memberships	1,000.00	1,000.00	0.00	0.00	1,000.00	0.00 %
001-8086-554200	Subscript. & Publications	0.00	0.00	0.00	1,175.00	-1,175.00	0.00 %
001-8086-564000	Machinery & Equipment	40,000.00	40,000.00	3.04	21,903.04	18,096.96	54.76 %
001-8086-571000	Principal	111,684.00	111,684.00	0.00	111,683.92	0.08	100.00 %
001-8086-572000	Interest Expense	22,115.00	22,115.00	0.00	22,114.97	0.03	100.00 %
001-8086-575000	CC Processing Fees	0.00	0.00	1,370.82	24,313.17	-24,313.17	0.00 %
	Department : 8086 - Rec. - Golf Course Total:	**1,236,181.00**	**1,236,181.00**	**87,481.78**	**1,047,815.98**	**188,365.02**	**84.76%**
	Fund: 001 - GENERAL FUND Surplus (Deficit):	**0.00**	**0.00**	**-265,020.00**	**-486,157.29**	**-486,157.29**	**0.00%**

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 410 - ELECTRIC FUND							
410-343101	Residential Service	4,000,000.00	4,000,000.00	431,956.66	3,168,245.70	-831,754.30	79.21 %
410-343102	Gen.Service Demand	2,850,000.00	2,850,000.00	313,564.13	2,290,708.23	-559,291.77	80.38 %
410-343103	Gen.Service Non-Demand	815,000.00	815,000.00	80,423.96	616,811.43	-198,188.57	75.68 %
410-343104	Rental Lighting	40,000.00	40,000.00	3,281.01	32,874.78	-7,125.22	82.19 %
410-343105	Industrial Sales	625,000.00	625,000.00	112,851.18	865,765.97	240,765.97	138.52 %
410-343106	Sports Lighting	10,000.00	10,000.00	391.91	6,308.86	-3,691.14	63.09 %
410-343107	Street Lighting Services	35,000.00	35,000.00	1,872.45	24,794.31	-10,205.69	70.84 %
410-343108	Power Cost Adjustment	5,125,000.00	5,125,000.00	452,673.48	2,657,852.79	-2,467,147.21	51.86 %
410-343110	Contra Rev. - Residential Net Meter	0.00	0.00	-739.88	-6,781.77	-6,781.77	0.00 %
410-343120	Connection Charge	6,000.00	6,000.00	590.00	5,530.00	-470.00	92.17 %
410-343130	Labor-Equip-Serv Charges	5,000.00	5,000.00	0.00	5,863.40	863.40	117.27 %
410-343135	PoleRental	18,000.00	18,000.00	0.00	0.00	-18,000.00	0.00 %
410-359001	Returned Check Fee	50,000.00	50,000.00	4,355.00	37,985.00	-12,015.00	75.97 %
410-361000	Interest Earned	220,000.00	220,000.00	22,130.23	210,628.42	-9,371.58	95.74 %
410-362120	Lease-Surge Protector	3,000.00	3,000.00	248.75	2,487.50	-512.50	82.92 %
410-365100	Sale of Scraps	0.00	0.00	0.00	1,667.90	1,667.90	0.00 %
410-365200	Sale of Equipment	5,000.00	5,000.00	0.00	0.00	-5,000.00	0.00 %
410-369900	Misc. Income	2,500.00	2,500.00	500.00	-121,214.12	-123,714.12	4,848.56 %
410-382002	Admin. Charges 420 & 430	79,200.00	79,200.00	0.00	50,000.00	-29,200.00	63.13 %
410-382300	Transfer Reserves	1,395,176.00	1,395,176.00	0.00	0.00	-1,395,176.00	0.00 %
Department : 2009 - Electric Transmission							
410-2009-514000	Overtime Salaries	0.00	0.00	0.00	1,736.52	-1,736.52	0.00 %
410-2009-521000	Taxes-FICA	0.00	0.00	0.00	132.00	-132.00	0.00 %
410-2009-522000	Retirement Contribution	0.00	0.00	0.00	42.16	-42.16	0.00 %
410-2009-523000	Insurance-Health	0.00	0.00	0.00	20.76	-20.76	0.00 %
410-2009-523001	Insurance - Dental	0.00	0.00	0.00	0.72	-0.72	0.00 %
410-2009-523002	Insurance - Life	0.00	0.00	0.00	0.77	-0.77	0.00 %
410-2009-523003	Insurance - AD & D	0.00	0.00	0.00	0.47	-0.47	0.00 %
410-2009-526000	Long Term Disability Ins.	0.00	0.00	0.00	0.85	-0.85	0.00 %
410-2009-531500	Other Professional Serv	24,000.00	24,000.00	0.00	0.00	24,000.00	0.00 %
410-2009-552300	Chemicals	0.00	0.00	540.00	1,080.00	-1,080.00	0.00 %
410-2009-552700	Operating Supplies	1,000.00	1,000.00	0.00	0.00	1,000.00	0.00 %
	Department : 2009 - Electric Transmission Total:	**25,000.00**	**25,000.00**	**540.00**	**3,014.25**	**21,985.75**	**12.06%**
Department : 2010 - Electric Distribution							
410-2010-512000	Regular Salaries	387,367.00	387,367.00	30,661.94	362,515.04	24,851.96	93.58 %
410-2010-514000	Overtime Salaries	41,903.00	41,903.00	8,873.40	47,794.86	-5,891.86	114.06 %
410-2010-521000	Taxes-FICA	32,839.00	32,839.00	2,868.64	29,979.07	2,859.93	91.29 %
410-2010-522000	Retirement Contribution	25,756.00	25,756.00	1,742.70	19,721.31	6,034.69	76.57 %
410-2010-522500	457 Match	12,878.00	12,878.00	777.40	8,275.05	4,602.95	64.26 %
410-2010-523000	Insurance-Health	73,199.00	73,199.00	6,473.30	61,434.68	11,764.32	83.93 %
410-2010-523001	Insurance - Dental	3,132.00	3,132.00	259.32	2,484.43	647.57	79.32 %
410-2010-523002	Insurance - Life	2,241.00	2,241.00	195.14	2,131.68	109.32	95.12 %
410-2010-523003	Insurance - AD & D	207.00	207.00	20.93	216.21	-9.21	104.45 %
410-2010-524000	Worker's Compensation	11,410.00	11,410.00	2,754.00	11,016.00	394.00	96.55 %
410-2010-526000	Long Term Disability Ins.	3,541.00	3,541.00	263.76	2,656.54	884.46	75.02 %
410-2010-531200	Engineering Services	0.00	0.00	0.00	1,846.25	-1,846.25	0.00 %
410-2010-534000	Other Contractual Serv	10,000.00	10,000.00	31,317.30	66,547.87	-56,547.87	665.48 %
410-2010-540000	Travel & Per Diem	4,725.00	4,725.00	764.75	5,226.30	-501.30	110.61 %
410-2010-540500	Registration/Trng Fees	5,000.00	5,000.00	0.00	5,004.75	-4.75	100.10 %
410-2010-541000	Cell and Landline Phone	8,020.00	8,020.00	515.12	4,461.58	3,558.42	55.63 %
410-2010-542500	Safety	15,000.00	15,000.00	0.00	4,919.42	10,080.58	32.80 %
410-2010-543000	Utilities	9,000.00	9,000.00	0.00	4,787.71	4,212.29	53.20 %
410-2010-545000	Insurance	118,872.00	118,872.00	29,718.00	118,872.00	0.00	100.00 %
410-2010-546100	Maintenance - Buildings	10,000.00	10,000.00	0.00	2,587.20	7,412.80	25.87 %
410-2010-546200	Maint.-Mach. & Equip.	10,000.00	10,000.00	11,744.19	13,107.57	-3,107.57	131.08 %
410-2010-546250	Maint.-Tools & Spare Parts	10,000.00	10,000.00	336.00	12,444.97	-2,444.97	124.45 %
410-2010-546500	Maint. - Vehicles	25,000.00	25,000.00	237.88	11,082.06	13,917.94	44.33 %

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
410-2010-552100	Fuel	18,000.00	18,000.00	1,665.49	14,980.02	3,019.98	83.22 %
410-2010-552500	Uniforms	5,000.00	5,000.00	162.80	4,263.55	736.45	85.27 %
410-2010-552700	Operating Supplies	10,000.00	10,000.00	7,700.60	106,261.92	-96,261.92	1,062.62 %
410-2010-559100	Maint. - Substation	60,000.00	60,000.00	184.93	3,240.91	56,759.09	5.40 %
410-2010-559300	Maint.-Overhead Lines	100,000.00	100,000.00	5,194.16	65,335.54	34,664.46	65.34 %
410-2010-559400	Maint.-Underground Lines	30,000.00	30,000.00	281.61	3,434.50	26,565.50	11.45 %
410-2010-559500	Maint.-Line Transformers	60,000.00	60,000.00	0.00	0.00	60,000.00	0.00 %
410-2010-559600	Testing & Disposal-P	0.00	0.00	0.00	3,333.44	-3,333.44	0.00 %
410-2010-559700	Maint. - Meters	0.00	0.00	0.00	34,209.98	-34,209.98	0.00 %
410-2010-563100	Poles, Towers & Fixt	730,000.00	730,000.00	1,979.05	72,361.45	657,638.55	9.91 %
410-2010-563200	Overhead Lines/Devic	12,000.00	12,000.00	13,992.00	33,166.36	-21,166.36	276.39 %
410-2010-563300	Underground Lines/De	0.00	0.00	0.00	1,870.00	-1,870.00	0.00 %
410-2010-563400	Line Transformers	150,000.00	150,000.00	0.00	111,840.22	38,159.78	74.56 %
410-2010-563700	Substation	250,000.00	250,000.00	3,792.50	87,665.78	162,334.22	35.07 %
410-2010-564000	Machinery & Equipment	95,000.00	95,000.00	0.00	50,311.32	44,688.68	52.96 %
Department : 2010 - Electric Distribution Total:		**2,340,090.00**	**2,340,090.00**	**164,476.91**	**1,391,387.54**	**948,702.46**	**59.46%**
Department : 2015 - Purchasing / Warehouse							
410-2015-512000	Regular Salaries	40,706.00	40,706.00	4,861.20	44,908.85	-4,202.85	110.32 %
410-2015-514000	Overtime Salaries	734.00	734.00	0.00	1,351.76	-617.76	184.16 %
410-2015-521000	Taxes-FICA	3,170.00	3,170.00	368.69	3,502.32	-332.32	110.48 %
410-2015-522000	Retirement Contribution	2,486.00	2,486.00	187.88	2,387.21	98.79	96.03 %
410-2015-522500	457 Match	1,243.00	1,243.00	93.94	1,193.61	49.39	96.03 %
410-2015-523000	Insurance-Health	10,560.00	10,560.00	878.62	10,430.96	129.04	98.78 %
410-2015-523001	Insurance - Dental	522.00	522.00	43.22	518.64	3.36	99.36 %
410-2015-523002	Insurance - Life	374.00	374.00	26.46	297.73	76.27	79.61 %
410-2015-523003	Insurance - AD & D	34.00	34.00	2.44	27.38	6.62	80.53 %
410-2015-524000	Worker's Compensation	978.00	978.00	247.00	988.00	-10.00	101.02 %
410-2015-526000	Long Term Disability Ins.	590.00	590.00	29.46	335.96	254.04	56.94 %
410-2015-533000	Software & IT Services	8,000.00	8,000.00	0.00	0.00	8,000.00	0.00 %
410-2015-534000	Other Contractual Serv	0.00	0.00	0.00	8,730.00	-8,730.00	0.00 %
410-2015-540500	Registration/Trng Fees	500.00	500.00	0.00	0.00	500.00	0.00 %
410-2015-541000	Cell and Landline Phone	800.00	800.00	158.88	1,096.17	-296.17	137.02 %
410-2015-542500	Safety	100.00	100.00	0.00	0.00	100.00	0.00 %
410-2015-545000	Insurance	0.00	0.00	0.00	1,012.02	-1,012.02	0.00 %
410-2015-546100	Maintenance - Buildings	4,000.00	4,000.00	0.00	1,100.06	2,899.94	27.50 %
410-2015-546200	Maint.-Mach. & Equip.	5,000.00	5,000.00	6.75	1,590.94	3,409.06	31.82 %
410-2015-552500	Uniforms	250.00	250.00	14.52	252.13	-2.13	100.85 %
410-2015-552700	Operating Supplies	3,500.00	3,500.00	39.21	1,860.95	1,639.05	53.17 %
Department : 2015 - Purchasing / Warehouse Total:		**83,547.00**	**83,547.00**	**6,958.27**	**81,584.69**	**1,962.31**	**97.65%**
Department : 2025 - Electric Meter Reading							
410-2025-512000	Regular Salaries	36,099.00	36,099.00	2,936.00	72,637.97	-36,538.97	201.22 %
410-2025-514000	Overtime Salaries	2,603.00	2,603.00	0.00	792.19	1,810.81	30.43 %
410-2025-521000	Taxes-FICA	2,961.00	2,961.00	224.76	4,057.30	-1,096.30	137.02 %
410-2025-522000	Retirement Contribution	2,322.00	2,322.00	176.16	3,129.08	-807.08	134.76 %
410-2025-522500	457 Match	1,161.00	1,161.00	29.36	722.80	438.20	62.26 %
410-2025-523000	Insurance-Health	10,560.00	10,560.00	878.62	14,440.99	-3,880.99	136.75 %
410-2025-523001	Insurance - Dental	522.00	522.00	43.22	713.13	-191.13	136.61 %
410-2025-523002	Insurance - Life	169.00	169.00	24.80	405.00	-236.00	239.64 %
410-2025-523003	Insurance - AD & D	16.00	16.00	2.13	35.56	-19.56	222.25 %
410-2025-524000	Worker's Compensation	913.00	913.00	212.00	848.00	65.00	92.88 %
410-2025-526000	Long Term Disability Ins.	236.00	236.00	26.22	434.98	-198.98	184.31 %
410-2025-541000	Cell and Landline Phone	1,500.00	1,500.00	35.00	2,755.31	-1,255.31	183.69 %
410-2025-546200	Maint.-Mach. & Equip.	2,500.00	2,500.00	0.00	5,100.21	-2,600.21	204.01 %
410-2025-546500	Maint. - Vehicles	3,000.00	3,000.00	77.84	85.88	2,914.12	2.86 %
410-2025-552100	Fuel	1,000.00	1,000.00	131.70	1,713.08	-713.08	171.31 %
410-2025-552500	Uniforms	500.00	500.00	0.00	0.00	500.00	0.00 %
410-2025-552700	Operating Supplies	1,500.00	1,500.00	4.47	536.69	963.31	35.78 %
410-2025-559700	Maint. - Meters	15,500.00	15,500.00	0.00	0.00	15,500.00	0.00 %

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
410-2025-563600	Meters	15,000.00	15,000.00	0.00	10,686.41	4,313.59	71.24 %
410-2025-564000	Machinery & Equipment	0.00	0.00	13,292.31	13,292.31	-13,292.31	0.00 %
Department : 2025 - Electric Meter Reading Total:		**98,062.00**	**98,062.00**	**18,094.59**	**132,386.89**	**-34,324.89**	**135.00%**
Department : 2030 - Customer Records							
410-2030-512000	Regular Salaries	347,229.00	347,229.00	28,318.94	307,869.57	39,359.43	88.66 %
410-2030-514000	Overtime Salaries	1,247.00	1,247.00	0.00	189.32	1,057.68	15.18 %
410-2030-521000	Taxes-FICA	26,658.00	26,658.00	2,148.60	23,408.51	3,249.49	87.81 %
410-2030-522000	Retirement Contribution	20,909.00	20,909.00	1,699.13	18,242.13	2,666.87	87.25 %
410-2030-522500	457 Match	10,454.00	10,454.00	809.82	8,860.89	1,593.11	84.76 %
410-2030-523000	Insurance-Health	42,239.00	42,239.00	3,865.93	37,113.30	5,125.70	87.87 %
410-2030-523001	Insurance - Dental	2,479.00	2,479.00	190.18	1,831.22	647.78	73.87 %
410-2030-523002	Insurance - Life	2,049.00	2,049.00	239.30	2,344.91	-295.91	114.44 %
410-2030-523003	Insurance - AD & D	189.00	189.00	19.25	188.34	0.66	99.65 %
410-2030-524000	Worker's Compensation	10,665.00	10,665.00	2,578.00	10,312.00	353.00	96.69 %
410-2030-526000	Long Term Disability Ins.	1,289.00	1,289.00	252.35	2,471.61	-1,182.61	191.75 %
410-2030-532000	Accounting & Auditing	30,000.00	30,000.00	10,000.00	22,500.00	7,500.00	75.00 %
410-2030-533000	Software & IT Services	38,000.00	38,000.00	0.00	25,926.98	12,073.02	68.23 %
410-2030-534000	Other Contractual Serv	80,000.00	80,000.00	260.00	34,222.89	45,777.11	42.78 %
410-2030-537700	001 Admin. Charges	130,000.00	130,000.00	0.00	130,000.00	0.00	100.00 %
410-2030-538000	Purchase For Resale	7,900,000.00	7,900,000.00	805,739.66	6,823,632.27	1,076,367.73	86.38 %
410-2030-538200	FMPA Costs	800,000.00	800,000.00	64,041.32	576,267.34	223,732.66	72.03 %
410-2030-540000	Travel & Per Diem	5,000.00	5,000.00	524.09	1,404.73	3,595.27	28.09 %
410-2030-540500	Registration/Trng Fees	6,500.00	6,500.00	-675.00	2,250.00	4,250.00	34.62 %
410-2030-541000	Cell and Landline Phone	7,000.00	7,000.00	1,981.60	7,782.66	-782.66	111.18 %
410-2030-542000	Postage & Freight	35,000.00	35,000.00	0.00	27,821.41	7,178.59	79.49 %
410-2030-542500	Safety	1,500.00	1,500.00	0.00	0.00	1,500.00	0.00 %
410-2030-543000	Utilities	1,700.00	1,700.00	0.00	7,881.99	-6,181.99	463.65 %
410-2030-544100	Rental & Lease - Equip.	6,000.00	6,000.00	0.00	1,566.06	4,433.94	26.10 %
410-2030-546100	Maintenance - Buildings	5,000.00	5,000.00	457.00	945.33	4,054.67	18.91 %
410-2030-546101	Maintenance Project	50,000.00	50,000.00	0.00	0.00	50,000.00	0.00 %
410-2030-546200	Maint.-Mach. & Equip.	1,000.00	1,000.00	0.00	0.00	1,000.00	0.00 %
410-2030-546500	Maint. - Vehicles	2,500.00	2,500.00	0.00	129.06	2,370.94	5.16 %
410-2030-548000	Promotional Activities	25,000.00	25,000.00	1,830.00	3,457.28	21,542.72	13.83 %
410-2030-552100	Fuel	5,000.00	5,000.00	546.21	-12,152.22	17,152.22	-243.04 %
410-2030-552400	Janitorial Supplies	0.00	0.00	38.88	448.84	-448.84	0.00 %
410-2030-552500	Uniforms	600.00	600.00	19.80	521.22	78.78	86.87 %
410-2030-552700	Operating Supplies	15,000.00	15,000.00	92.67	8,173.95	6,826.05	54.49 %
410-2030-554100	Dues & Memberships	20,000.00	20,000.00	0.00	16,672.00	3,328.00	83.36 %
410-2030-562000	PPE - Buildings	60,000.00	60,000.00	0.00	0.00	60,000.00	0.00 %
410-2030-564000	Machinery & Equipment	40,000.00	40,000.00	0.00	0.00	40,000.00	0.00 %
410-2030-575000	CC Processing Fees	115,000.00	115,000.00	11,054.75	103,773.33	11,226.67	90.24 %
Department : 2030 - Customer Records Total:		**9,845,207.00**	**9,845,207.00**	**936,032.48**	**8,196,056.92**	**1,649,150.08**	**83.25%**
Department : 2045 - Miscellaneous Expenses							
410-2045-511100	Telecommunications	58,000.00	58,000.00	0.00	20,740.36	37,259.64	35.76 %
410-2045-531500	Other Professional Serv	14,000.00	14,000.00	0.00	3,875.00	10,125.00	27.68 %
410-2045-537100	Interest on Deposits	0.00	0.00	0.00	23.42	-23.42	0.00 %
410-2045-537200	Bad Debts	25,000.00	25,000.00	0.00	0.00	25,000.00	0.00 %
410-2045-537300	Public Service Commission	1,000.00	1,000.00	0.00	471.17	528.83	47.12 %
410-2045-571000	FMPA Loan Principal	85,117.00	85,117.00	0.00	42,371.22	42,745.78	49.78 %
410-2045-572000	FMPA Interest Expense	17,753.00	17,753.00	0.00	9,064.23	8,688.77	51.06 %
410-2045-573000	FMPA - Annual Loan Fees	6,100.00	6,100.00	0.00	0.00	6,100.00	0.00 %
410-2045-591000	Transfer To Other Funds	1,105,000.00	1,105,000.00	0.00	1,105,000.00	0.00	100.00 %
410-2045-592000	Contingent Expenses	1,580,000.00	1,580,000.00	0.00	0.00	1,580,000.00	0.00 %
Department : 2045 - Miscellaneous Expenses Total:		**2,891,970.00**	**2,891,970.00**	**0.00**	**1,181,545.40**	**1,710,424.60**	**40.86%**
Fund: 410 - ELECTRIC FUND Surplus (Deficit):		**0.00**	**0.00**	**297,996.63**	**-1,136,447.29**	**-1,136,447.29**	**0.00%**

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 420 - WATER/SEWER FUND							
420-325100	North Side Sewer Assessments	65,000.00	65,000.00	2,952.40	72,087.28	7,087.28	110.90 %
420-334352	Grant - WWTP - FDEP LPA0491	0.00	0.00	0.00	75,940.00	75,940.00	0.00 %
420-338940	Grants	5,572,000.00	5,572,000.00	0.00	291,686.20	-5,280,313.80	5.23 %
420-343610	Water Sales - Res.	1,775,000.00	1,775,000.00	144,645.08	1,463,863.33	-311,136.67	82.47 %
420-343611	Water Sales - Comm.	975,000.00	975,000.00	107,308.59	762,740.54	-212,259.46	78.23 %
420-343612	Water Sales-South Shore	825,000.00	825,000.00	65,838.94	660,005.84	-164,994.16	80.00 %
420-343615	Water Taps	4,000.00	4,000.00	0.00	11,600.00	7,600.00	290.00 %
420-343630	Sewer Collection Fees	1,300,000.00	1,300,000.00	117,263.71	1,189,533.52	-110,466.48	91.50 %
420-343631	Commercial Sewer Fees	810,000.00	810,000.00	63,912.38	643,721.99	-166,278.01	79.47 %
420-343635	Impact Fee Revenues	0.00	0.00	0.00	27,533.00	27,533.00	0.00 %
420-361000	Interest Earned	180,000.00	180,000.00	14,697.57	146,941.27	-33,058.73	81.63 %
420-362200	Hay Lease	16,720.00	16,720.00	0.00	17,556.00	836.00	105.00 %
420-365100	Sale of Scraps	3,000.00	3,000.00	0.00	3,268.00	268.00	108.93 %
420-365200	Sale of Equipment	5,000.00	5,000.00	0.00	0.00	-5,000.00	0.00 %
420-369900	Misc. Income	10,000.00	10,000.00	0.00	11,495.00	1,495.00	114.95 %
420-382300	Transfer Reserves	1,708,055.00	1,708,055.00	0.00	0.00	-1,708,055.00	0.00 %
420-384407	FDEP SRF Loan 260440	0.00	0.00	0.00	74,972.00	74,972.00	0.00 %
Department : 3005 - Water Treatment Plant							
420-3005-512000	Regular Salaries	138,121.00	138,121.00	11,598.71	129,158.62	8,962.38	93.51 %
420-3005-514000	Overtime Salaries	39,842.00	39,842.00	5,235.32	43,071.61	-3,229.61	108.11 %
420-3005-521000	Taxes-FICA	13,614.00	13,614.00	1,243.67	12,738.63	875.37	93.57 %
420-3005-522000	Retirement Contribution	10,678.00	10,678.00	637.48	7,017.74	3,660.26	65.72 %
420-3005-522500	457 Match	5,339.00	5,339.00	318.74	3,508.88	1,830.12	65.72 %
420-3005-523000	Insurance-Health	26,948.00	26,948.00	2,124.14	21,185.16	5,762.84	78.61 %
420-3005-523001	Insurance - Dental	1,029.00	1,029.00	86.44	864.40	164.60	84.00 %
420-3005-523002	Insurance - Life	880.00	880.00	89.78	897.80	-17.80	102.02 %
420-3005-523003	Insurance - AD & D	81.00	81.00	8.10	81.00	0.00	100.00 %
420-3005-524000	Worker's Compensation	4,200.00	4,200.00	1,024.00	4,096.00	104.00	97.52 %
420-3005-526000	Long Term Disability Ins.	946.00	946.00	98.20	982.00	-36.00	103.81 %
420-3005-531200	Engineering Services	40,000.00	40,000.00	0.00	23,081.97	16,918.03	57.70 %
420-3005-531500	Other Professional Serv	130,000.00	130,000.00	19,318.50	100,498.95	29,501.05	77.31 %
420-3005-534000	Other Contractual Serv	40,000.00	40,000.00	0.00	19,067.50	20,932.50	47.67 %
420-3005-540500	Registration/Trng Fees	1,000.00	1,000.00	0.00	0.00	1,000.00	0.00 %
420-3005-541000	Cell and Landline Phone	1,950.00	1,950.00	637.00	1,591.52	358.48	81.62 %
420-3005-543000	Utilities	390,000.00	390,000.00	0.00	120,590.79	269,409.21	30.92 %
420-3005-545000	Insurance	59,436.00	59,436.00	14,859.00	59,436.00	0.00	100.00 %
420-3005-546100	Maintenance - Buildings	30,000.00	30,000.00	0.00	34.11	29,965.89	0.11 %
420-3005-546200	Maint.-Mach. & Equip.	55,000.00	55,000.00	0.00	6,701.53	48,298.47	12.18 %
420-3005-546500	Maint. - Vehicles	500.00	500.00	43.57	4,690.83	-4,190.83	938.17 %
420-3005-546700	Main. & Repair - RO Water Plant	100,000.00	100,000.00	11,748.80	63,676.50	36,323.50	63.68 %
420-3005-552100	Fuel	2,000.00	2,000.00	5,531.68	6,509.10	-4,509.10	325.46 %
420-3005-552300	Chemicals	186,000.00	186,000.00	14,139.63	146,321.66	39,678.34	78.67 %
420-3005-552400	Janitorial Supplies	0.00	0.00	0.00	155.89	-155.89	0.00 %
420-3005-552500	Uniforms	1,000.00	1,000.00	0.00	473.40	526.60	47.34 %
420-3005-552700	Operating Supplies	11,250.00	11,250.00	235.51	1,720.93	9,529.07	15.30 %
420-3005-563000	PPE - Land Improvements	90,000.00	90,000.00	0.00	0.00	90,000.00	0.00 %
420-3005-564000	Machinery & Equipment	675,000.00	675,000.00	0.00	104,892.69	570,107.31	15.54 %
420-3005-571000	Principal	314,000.00	314,000.00	0.00	0.00	314,000.00	0.00 %
420-3005-572000	Interest Expense	450,656.00	450,656.00	0.00	0.00	450,656.00	0.00 %
Department : 3005 - Water Treatment Plant Total:		**2,819,470.00**	**2,819,470.00**	**88,978.27**	**883,045.21**	**1,936,424.79**	**31.32%**
Department : 3010 - Trans / Distribution							
420-3010-512000	Regular Salaries	214,540.00	214,540.00	16,488.72	200,598.44	13,941.56	93.50 %
420-3010-514000	Overtime Salaries	46,415.00	46,415.00	2,688.36	37,371.45	9,043.55	80.52 %
420-3010-521000	Taxes-FICA	19,963.00	19,963.00	1,361.63	17,109.08	2,853.92	85.70 %
420-3010-522000	Retirement Contribution	15,657.00	15,657.00	775.11	9,942.39	5,714.61	63.50 %
420-3010-522500	457 Match	7,829.00	7,829.00	269.82	3,604.65	4,224.35	46.04 %
420-3010-523000	Insurance-Health	58,627.00	58,627.00	4,775.45	50,337.23	8,289.77	85.86 %

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
420-3010-523001	Insurance - Dental	2,611.00	2,611.00	198.80	2,123.41	487.59	81.33 %
420-3010-523002	Insurance - Life	2,796.00	2,796.00	138.26	1,518.37	1,277.63	54.31 %
420-3010-523003	Insurance - AD & D	258.00	258.00	9.14	106.78	151.22	41.39 %
420-3010-524000	Worker's Compensation	6,159.00	6,159.00	1,483.00	5,932.00	227.00	96.31 %
420-3010-526000	Long Term Disability Ins.	2,295.00	2,295.00	146.53	1,606.77	688.23	70.01 %
420-3010-531200	Engineering Services	10,000.00	10,000.00	0.00	1,670.75	8,329.25	16.71 %
420-3010-534000	Other Contractual Serv	3,000.00	3,000.00	550.00	3,102.20	-102.20	103.41 %
420-3010-540000	Travel & Per Diem	1,000.00	1,000.00	0.00	406.80	593.20	40.68 %
420-3010-540500	Registration/Trng Fees	1,000.00	1,000.00	0.00	575.00	425.00	57.50 %
420-3010-541000	Cell and Landline Phone	0.00	0.00	35.00	525.00	-525.00	0.00 %
420-3010-542500	Safety	1,000.00	1,000.00	24.80	1,113.16	-113.16	111.32 %
420-3010-546100	Maintenance - Buildings	0.00	0.00	0.00	3,141.30	-3,141.30	0.00 %
420-3010-546200	Maint.-Mach. & Equip.	17,000.00	17,000.00	292.02	15,738.41	1,261.59	92.58 %
420-3010-546250	Maint.-Tools & Spare Parts	5,000.00	5,000.00	524.31	11,254.52	-6,254.52	225.09 %
420-3010-546500	Maint. - Vehicles	5,000.00	5,000.00	1,912.47	5,561.48	-561.48	111.23 %
420-3010-546800	Maint.-Water Dist. Sys.	375,000.00	375,000.00	0.00	11,578.16	363,421.84	3.09 %
420-3010-552100	Fuel	8,500.00	8,500.00	601.79	10,572.85	-2,072.85	124.39 %
420-3010-552500	Uniforms	1,000.00	1,000.00	256.35	2,092.80	-1,092.80	209.28 %
420-3010-552700	Operating Supplies	37,400.00	37,400.00	18,248.54	111,469.89	-74,069.89	298.05 %
420-3010-562000	PPE - Buildings	0.00	0.00	0.00	200.73	-200.73	0.00 %
420-3010-563000	PPE - Land Improvements	80,000.00	80,000.00	22,250.00	34,125.00	45,875.00	42.66 %
420-3010-563500	Mains & Lines	25,000.00	25,000.00	0.00	25,185.00	-185.00	100.74 %
420-3010-563505	Della Tobias Water Line Project	1,572,000.00	1,572,000.00	-3,436.50	3,436.50	1,568,563.50	0.22 %
420-3010-563509	Air Glades Water Main Extension	4,000,000.00	4,000,000.00	0.00	900.00	3,999,100.00	0.02 %
420-3010-564000	Machinery & Equipment	55,000.00	55,000.00	0.00	32,276.32	22,723.68	58.68 %
	Department : 3010 - Trans / Distribution Total:	**6,574,050.00**	**6,574,050.00**	**69,593.60**	**605,176.44**	**5,968,873.56**	**9.21%**
Department : 3012 - Airglades Water Main Extension							
420-3012-531200	Engineering Services	0.00	0.00	0.00	10,289.60	-10,289.60	0.00 %
420-3012-563500	Mains & Lines	0.00	0.00	0.00	16,105.20	-16,105.20	0.00 %
	Department : 3012 - Airglades Water Main Extension Total:	**0.00**	**0.00**	**0.00**	**26,394.80**	**-26,394.80**	**0.00%**
Department : 3025 - Water Meter Reading							
420-3025-512000	Regular Salaries	37,471.00	37,471.00	2,882.36	-8,199.89	45,670.89	-21.88 %
420-3025-514000	Overtime Salaries	1,351.00	1,351.00	0.00	0.00	1,351.00	0.00 %
420-3025-521000	Taxes-FICA	2,970.00	2,970.00	212.40	853.77	2,116.23	28.75 %
420-3025-522000	Retirement Contribution	2,329.00	2,329.00	172.94	691.76	1,637.24	29.70 %
420-3025-522500	457 Match	1,165.00	1,165.00	57.64	230.56	934.44	19.79 %
420-3025-523000	Insurance-Health	10,560.00	10,560.00	878.62	3,075.17	7,484.83	29.12 %
420-3025-523001	Insurance - Dental	522.00	522.00	43.22	151.27	370.73	28.98 %
420-3025-523002	Insurance - Life	374.00	374.00	24.36	85.26	288.74	22.80 %
420-3025-523003	Insurance - AD & D	34.00	34.00	2.19	7.64	26.36	22.47 %
420-3025-524000	Worker's Compensation	916.00	916.00	212.00	844.00	72.00	92.14 %
420-3025-526000	Long Term Disability Ins.	590.00	590.00	26.63	92.96	497.04	15.76 %
420-3025-534000	Other Contractual Serv	0.00	0.00	0.00	25,215.97	-25,215.97	0.00 %
420-3025-541000	Cell and Landline Phone	1,200.00	1,200.00	0.00	956.25	243.75	79.69 %
420-3025-546200	Maint.-Mach. & Equip.	500.00	500.00	0.00	93.59	406.41	18.72 %
420-3025-552500	Uniforms	250.00	250.00	0.00	0.00	250.00	0.00 %
420-3025-552700	Operating Supplies	2,750.00	2,750.00	3,226.20	3,239.09	-489.09	117.79 %
420-3025-563011	AMI Project	45,000.00	45,000.00	0.00	42,203.17	2,796.83	93.78 %
	Department : 3025 - Water Meter Reading Total:	**107,982.00**	**107,982.00**	**7,738.56**	**69,540.57**	**38,441.43**	**64.40%**
Department : 3042 - Water / Sewer Administ.							
420-3042-512000	Regular Salaries	116,911.00	116,911.00	9,413.94	101,866.58	15,044.42	87.13 %
420-3042-514000	Overtime Salaries	1,686.00	1,686.00	0.00	0.00	1,686.00	0.00 %
420-3042-521000	Taxes-FICA	9,073.00	9,073.00	713.32	7,725.67	1,347.33	85.15 %
420-3042-522000	Retirement Contribution	7,116.00	7,116.00	564.82	6,041.11	1,074.89	84.89 %
420-3042-522500	457 Match	3,558.00	3,558.00	113.94	1,251.68	2,306.32	35.18 %
420-3042-523000	Insurance-Health	21,120.00	21,120.00	1,757.24	17,516.16	3,603.84	82.94 %
420-3042-523001	Insurance - Dental	1,044.00	1,044.00	86.44	864.40	179.60	82.80 %

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
420-3042-523002	Insurance - Life	747.00	747.00	79.54	774.16	-27.16	103.64 %
420-3042-523003	Insurance - AD & D	69.00	69.00	7.22	70.28	-1.28	101.86 %
420-3042-524000	Worker's Compensation	2,799.00	2,799.00	671.00	2,684.00	115.00	95.89 %
420-3042-526000	Long Term Disability Ins.	1,180.00	1,180.00	87.64	852.64	327.36	72.26 %
420-3042-532000	Accounting & Auditing	20,000.00	20,000.00	0.00	0.00	20,000.00	0.00 %
420-3042-533000	Software & IT Services	58,000.00	58,000.00	0.00	179.56	57,820.44	0.31 %
420-3042-534000	Other Contractual Serv	1,000.00	1,000.00	0.00	1,125.00	-125.00	112.50 %
420-3042-537200	Bad Debts	15,000.00	15,000.00	0.00	0.00	15,000.00	0.00 %
420-3042-537700	001 Admin. Charges	75,000.00	75,000.00	0.00	75,000.00	0.00	100.00 %
420-3042-537701	410 Admin. Charges	25,000.00	25,000.00	0.00	25,000.00	0.00	100.00 %
420-3042-540000	Travel & Per Diem	2,000.00	2,000.00	0.00	0.00	2,000.00	0.00 %
420-3042-540500	Registration/Trng Fees	1,500.00	1,500.00	0.00	0.00	1,500.00	0.00 %
420-3042-542600	Water Testing-Public Education	500.00	500.00	0.00	0.00	500.00	0.00 %
420-3042-546200	Maint.-Mach. & Equip.	0.00	0.00	0.00	54,187.90	-54,187.90	0.00 %
420-3042-552700	Operating Supplies	5,000.00	5,000.00	64.98	1,826.10	3,173.90	36.52 %
420-3042-554100	Dues & Memberships	1,200.00	1,200.00	0.00	462.00	738.00	38.50 %
420-3042-564000	Machinery & Equipment	0.00	0.00	6,500.00	6,500.00	-6,500.00	0.00 %
420-3042-575000	CC Processing Fees	33,000.00	33,000.00	2,842.65	26,684.58	6,315.42	80.86 %
Department : 3042 - Water / Sewer Administ. Total:		**402,503.00**	**402,503.00**	**22,902.73**	**330,611.82**	**71,891.18**	**82.14%**
Department : 3052 - Sewer Treatment Plant							
420-3052-512000	Regular Salaries	0.00	0.00	3,263.04	57,084.51	-57,084.51	0.00 %
420-3052-514000	Overtime Salaries	0.00	0.00	0.00	792.92	-792.92	0.00 %
420-3052-521000	Taxes-FICA	0.00	0.00	154.72	3,389.12	-3,389.12	0.00 %
420-3052-522000	Retirement Contribution	0.00	0.00	195.78	2,697.56	-2,697.56	0.00 %
420-3052-522500	457 Match	0.00	0.00	65.26	1,215.45	-1,215.45	0.00 %
420-3052-523000	Insurance-Health	0.00	0.00	1,651.80	19,048.42	-19,048.42	0.00 %
420-3052-523001	Insurance - Dental	0.00	0.00	43.22	518.64	-518.64	0.00 %
420-3052-523002	Insurance - Life	0.00	0.00	27.58	366.38	-366.38	0.00 %
420-3052-523003	Insurance - AD & D	0.00	0.00	2.49	33.11	-33.11	0.00 %
420-3052-526000	Long Term Disability Ins.	0.00	0.00	30.16	401.12	-401.12	0.00 %
420-3052-531200	Engineering Services	0.00	0.00	0.00	117,975.00	-117,975.00	0.00 %
420-3052-531500	Other Professional Serv	864,600.00	864,600.00	196,617.45	635,982.21	228,617.79	73.56 %
420-3052-534000	Other Contractual Serv	0.00	0.00	0.00	4,705.50	-4,705.50	0.00 %
420-3052-541000	Cell and Landline Phone	0.00	0.00	465.20	2,239.48	-2,239.48	0.00 %
420-3052-543000	Utilities	0.00	0.00	0.00	60,576.13	-60,576.13	0.00 %
420-3052-545000	Insurance	59,436.00	59,436.00	14,859.00	59,436.00	0.00	100.00 %
420-3052-546100	Maintenance - Buildings	0.00	0.00	0.00	1,104.45	-1,104.45	0.00 %
420-3052-546200	Maint.-Mach. & Equip.	0.00	0.00	5.70	26,811.22	-26,811.22	0.00 %
420-3052-546250	Maint.-Tools & Spare Parts	0.00	0.00	0.00	269.99	-269.99	0.00 %
420-3052-546500	Maint. - Vehicles	0.00	0.00	1,637.62	2,059.14	-2,059.14	0.00 %
420-3052-546800	Maint.-Water Dist. Sys.	0.00	0.00	0.00	140.98	-140.98	0.00 %
420-3052-551800	Sludge Disposal	130,000.00	130,000.00	0.00	110,266.32	19,733.68	84.82 %
420-3052-552100	Fuel	0.00	0.00	296.32	4,456.70	-4,456.70	0.00 %
420-3052-552500	Uniforms	0.00	0.00	29.48	505.93	-505.93	0.00 %
420-3052-552700	Operating Supplies	0.00	0.00	5.67	3,823.67	-3,823.67	0.00 %
420-3052-563000	PPE - Land Improvements	0.00	0.00	222,407.25	504,104.75	-504,104.75	0.00 %
420-3052-564000	Machinery & Equipment	200,000.00	200,000.00	0.00	26,800.04	173,199.96	13.40 %
Department : 3052 - Sewer Treatment Plant Total:		**1,254,036.00**	**1,254,036.00**	**441,757.74**	**1,646,804.74**	**-392,768.74**	**131.32%**
Department : 3062 - Sewer Trans / Collection							
420-3062-531200	Engineering Services	50,000.00	50,000.00	6,626.00	43,151.37	6,848.63	86.30 %
420-3062-534000	Other Contractual Serv	12,000.00	12,000.00	0.00	7,864.18	4,135.82	65.53 %
420-3062-541000	Cell and Landline Phone	0.00	0.00	121.20	391.64	-391.64	0.00 %
420-3062-543000	Utilities	102,000.00	102,000.00	0.00	46,978.70	55,021.30	46.06 %
420-3062-546200	Maint.-Mach. & Equip.	0.00	0.00	0.00	214.64	-214.64	0.00 %
420-3062-546500	Maint. - Vehicles	0.00	0.00	57.96	57.96	-57.96	0.00 %
420-3062-546900	Maint.- Sewer Coll. System	350,000.00	350,000.00	81,291.32	181,789.29	168,210.71	51.94 %
420-3062-552100	Fuel	0.00	0.00	656.22	3,950.25	-3,950.25	0.00 %
420-3062-552700	Operating Supplies	6,000.00	6,000.00	502.26	1,723.50	4,276.50	28.73 %

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
420-3062-563000	PPE - Land Improvements	20,000.00	20,000.00	0.00	0.00	20,000.00	0.00 %
420-3062-563500	Mains & Lines	0.00	0.00	0.00	1,400.00	-1,400.00	0.00 %
420-3062-564000	Machinery & Equipment	70,000.00	70,000.00	0.00	51,785.47	18,214.53	73.98 %
Department : 3062 - Sewer Trans / Collection Total:		**610,000.00**	**610,000.00**	**89,254.96**	**339,307.00**	**270,693.00**	**55.62%**
Department : 3063 - N. Sewer Project							
420-3063-571000	Principal - SRF 260400 & 260401	57,750.00	57,750.00	0.00	55,678.12	2,071.88	96.41 %
420-3063-572000	Interest - SRF 260400 & 260401	4,140.00	4,140.00	0.00	6,201.34	-2,061.34	149.79 %
Department : 3063 - N. Sewer Project Total:		**61,890.00**	**61,890.00**	**0.00**	**61,879.46**	**10.54**	**99.98%**
Department : 3066 - Inflow & Infiltration							
420-3066-563507	Phase III - I & I	0.00	0.00	0.00	22,111.98	-22,111.98	0.00 %
420-3066-592000	Contingent Expenses	1,330,000.00	1,330,000.00	0.00	0.00	1,330,000.00	0.00 %
Department : 3066 - Inflow & Infiltration Total:		**1,330,000.00**	**1,330,000.00**	**0.00**	**22,111.98**	**1,307,888.02**	**1.66%**
Department : 3080 - Debt Service							
420-3080-571000	Principal - SRF 260410	21,352.00	21,352.00	10,675.80	21,351.60	0.40	100.00 %
420-3080-571002	Principal - SRF 260420	10,247.00	10,247.00	0.00	9,934.60	312.40	96.95 %
420-3080-571004	Principal - SRF 260421	22,435.00	22,435.00	0.00	22,434.36	0.64	100.00 %
420-3080-571005	Principal - SRF 260440	32,506.00	32,506.00	0.00	0.00	32,506.00	0.00 %
420-3080-572002	Interest - SRF 260420	2,304.00	2,304.00	0.00	2,616.64	-312.64	113.57 %
Department : 3080 - Debt Service Total:		**88,844.00**	**88,844.00**	**10,675.80**	**56,337.20**	**32,506.80**	**63.41%**
Fund: 420 - WATER/SEWER FUND Surplus (Deficit):		**0.00**	**0.00**	**-214,282.99**	**1,411,734.75**	**1,411,734.75**	**0.00%**

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 430 - SOLID WASTE							
430-343410	Garbage Collect. - Res	1,050,000.00	1,050,000.00	91,374.92	916,518.42	-133,481.58	87.29 %
430-343411	Garbage Collect.-Comm.	1,175,000.00	1,175,000.00	91,420.06	1,054,930.13	-120,069.87	89.78 %
430-343413	GC - Res. Special Pick-Up	25,000.00	25,000.00	3,455.00	27,625.00	2,625.00	110.50 %
430-343414	GC - Commercial Spec	5,000.00	5,000.00	435.00	2,230.00	-2,770.00	44.60 %
430-361000	Interest Earned	20,000.00	20,000.00	3,898.71	33,360.24	13,360.24	166.80 %
Department : 3042 - Water / Sewer Administ.							
430-3042-575000	CC Processing Fees	0.00	0.00	0.00	-6,127.46	6,127.46	0.00 %
	Department : 3042 - Water / Sewer Administ. Total:	**0.00**	**0.00**	**0.00**	**-6,127.46**	**6,127.46**	**0.00%**
Department : 7072 - Solid Waste							
430-7072-512000	Regular Salaries	177,219.00	177,219.00	13,765.97	153,375.88	23,843.12	86.55 %
430-7072-514000	Overtime Salaries	25,560.00	25,560.00	2,851.02	21,831.17	3,728.83	85.41 %
430-7072-521000	Taxes-FICA	15,513.00	15,513.00	1,194.73	12,638.84	2,874.16	81.47 %
430-7072-522000	Retirement Contribution	12,167.00	12,167.00	825.96	9,096.99	3,070.01	74.77 %
430-7072-522500	457 Match	6,083.00	6,083.00	320.92	3,549.34	2,533.66	58.35 %
430-7072-523000	Insurance-Health	48,067.00	48,067.00	4,002.38	40,020.74	8,046.26	83.26 %
430-7072-523001	Insurance - Dental	2,088.00	2,088.00	172.88	1,736.94	351.06	83.19 %
430-7072-523002	Insurance - Life	1,494.00	1,494.00	116.32	1,159.69	334.31	77.62 %
430-7072-523003	Insurance - AD & D	138.00	138.00	10.41	104.49	33.51	75.72 %
430-7072-524000	Worker's Compensation	4,629.00	4,629.00	1,165.00	4,660.00	-31.00	100.67 %
430-7072-526000	Long Term Disability Ins.	2,361.00	2,361.00	126.48	1,266.26	1,094.74	53.63 %
430-7072-532000	Accounting & Auditing	6,000.00	6,000.00	0.00	0.00	6,000.00	0.00 %
430-7072-534000	Other Contractual Serv	0.00	0.00	113.22	4,006.10	-4,006.10	0.00 %
430-7072-537700	001 Admin. Charges	45,000.00	45,000.00	0.00	45,000.00	0.00	100.00 %
430-7072-537701	410 Admin. Charges	25,000.00	25,000.00	0.00	25,018.13	-18.13	100.07 %
430-7072-540000	Travel & Per Diem	0.00	0.00	0.00	37.02	-37.02	0.00 %
430-7072-541000	Cell and Landline Phone	0.00	0.00	140.00	1,400.00	-1,400.00	0.00 %
430-7072-542500	Safety	1,000.00	1,000.00	43.37	590.14	409.86	59.01 %
430-7072-544100	Rental & Lease - Equip.	21,000.00	21,000.00	0.00	0.00	21,000.00	0.00 %
430-7072-545000	Insurance	158,496.00	158,496.00	39,624.00	158,496.00	0.00	100.00 %
430-7072-546100	Maintenance - Buildings	5,000.00	5,000.00	0.00	0.00	5,000.00	0.00 %
430-7072-546200	Maint.-Mach. & Equip.	25,000.00	25,000.00	10,075.64	12,948.56	12,051.44	51.79 %
430-7072-546500	Maint. - Vehicles	65,000.00	65,000.00	5,896.34	59,767.35	5,232.65	91.95 %
430-7072-551900	Solid Waste Disposal	800,000.00	800,000.00	68,929.03	572,039.13	227,960.87	71.50 %
430-7072-552100	Fuel	50,000.00	50,000.00	5,582.76	39,739.48	10,260.52	79.48 %
430-7072-552500	Uniforms	2,000.00	2,000.00	208.56	2,567.36	-567.36	128.37 %
430-7072-552700	Operating Supplies	35,000.00	35,000.00	347.67	10,596.55	24,403.45	30.28 %
430-7072-564000	Machinery & Equipment	40,000.00	40,000.00	0.00	24,607.69	15,392.31	61.52 %
430-7072-571000	Principal	88,772.00	88,772.00	0.00	88,772.41	-0.41	100.00 %
430-7072-572000	Interest Expense	31,880.00	31,880.00	0.00	31,880.21	-0.21	100.00 %
430-7072-575000	CC Processing Fees	12,000.00	12,000.00	1,263.40	17,987.26	-5,987.26	149.89 %
430-7072-592000	Contingent Expenses	230,000.00	230,000.00	0.00	0.00	230,000.00	0.00 %
430-7072-592002	Pay to Capital Reserve	338,533.00	338,533.00	0.00	0.00	338,533.00	0.00 %
	Department : 7072 - Solid Waste Total:	**2,275,000.00**	**2,275,000.00**	**156,776.06**	**1,344,893.73**	**930,106.27**	**59.12%**
	Fund: 430 - SOLID WASTE Surplus (Deficit):	**0.00**	**0.00**	**33,807.63**	**695,897.52**	**695,897.52**	**0.00%**
	Report Surplus (Deficit):	**0.00**	**0.00**	**-147,498.73**	**485,027.69**	**485,027.69**	**0.00%**

Group Summary

Department	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 001 - GENERAL FUND						
	18,945,618.00	18,945,618.00	790,226.39	9,071,869.86	-9,873,748.14	47.88%
1011 - City Commission	205,222.00	205,222.00	13,375.78	179,125.62	26,096.38	87.28%
1012 - City Mgr / City Clerk / HR	453,147.00	453,147.00	44,785.40	511,571.78	-58,424.78	112.89%
1020 - General Government	2,777,523.00	2,777,523.00	37,921.56	787,348.63	1,990,174.37	28.35%
1031 - Finance Department	413,041.00	413,041.00	39,502.33	281,097.39	131,943.61	68.06%
1075 - Planning and Zoning	421,440.00	421,440.00	28,803.85	363,473.43	57,966.57	86.25%
1079 - Code Enforcement	234,043.00	234,043.00	10,363.25	127,204.25	106,838.75	54.35%
4040 - Police Department	2,903,219.00	2,903,219.00	318,837.25	2,189,470.64	713,748.36	75.42%
4074 - Animal Control	171,357.00	171,357.00	12,695.09	137,076.29	34,280.71	79.99%
5050 - Fire Department	2,553,969.00	2,553,969.00	87,468.11	828,412.86	1,725,556.14	32.44%
6060 - Library	386,749.00	386,749.00	26,627.61	289,752.01	96,996.99	74.92%
7070 - Public Works Administration	570,186.00	570,186.00	36,678.07	433,062.68	137,123.32	75.95%
7071 - Central Garage	206,125.00	206,125.00	18,430.55	224,428.36	-18,303.36	108.88%
7073 - Streets & Sidewalks	1,439,989.00	1,439,989.00	86,508.73	731,843.44	708,145.56	50.82%
7074 - FDOT Projects	3,079,000.00	3,079,000.00	0.00	44,865.70	3,034,134.30	1.46%
7075 - Community Landscaping Improvements	0.00	0.00	42,406.20	45,706.20	-45,706.20	0.00%
7076 - Mosquito Control	310,665.00	310,665.00	15,722.70	216,003.31	94,661.69	69.53%
7077 - Stormwater Projects	50,000.00	50,000.00	0.00	0.00	50,000.00	0.00%
7078 - Street Lighting	100,000.00	100,000.00	0.00	21,856.64	78,143.36	21.86%
8080 - Rec. - Admin. & Parks	612,322.00	612,322.00	60,851.85	490,517.91	121,804.09	80.11%
8081 - Rec. - Buildings & Structures	45,220.00	45,220.00	1,310.27	32,396.09	12,823.91	71.64%
8082 - Sugarland Sports Complex	393,312.00	393,312.00	25,454.50	384,239.09	9,072.91	97.69%
8083 - C. S. Mott Pool & Splash Pad	315,510.00	315,510.00	55,080.40	157,487.70	158,022.30	49.92%
8084 - John Boy Auditorium	67,398.00	67,398.00	4,941.11	33,271.15	34,126.85	49.37%
8086 - Rec. - Golf Course	1,236,181.00	1,236,181.00	87,481.78	1,047,815.98	188,365.02	84.76%
Fund: 001 - GENERAL FUND Surplus (Deficit):	**0.00**	**0.00**	**-265,020.00**	**-486,157.29**	**-486,157.29**	**0.00%**

Department	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 410 - ELECTRIC FUND						
	15,283,876.00	15,283,876.00	1,424,098.88	9,849,528.40	-5,434,347.60	64.44%
2009 - Electric Transmission	25,000.00	25,000.00	540.00	3,014.25	21,985.75	12.06%
2010 - Electric Distribution	2,340,090.00	2,340,090.00	164,476.91	1,391,387.54	948,702.46	59.46%
2015 - Purchasing / Warehouse	83,547.00	83,547.00	6,958.27	81,584.69	1,962.31	97.65%
2025 - Electric Meter Reading	98,062.00	98,062.00	18,094.59	132,386.89	-34,324.89	135.00%
2030 - Customer Records	9,845,207.00	9,845,207.00	936,032.48	8,196,056.92	1,649,150.08	83.25%
2045 - Miscellaneous Expenses	2,891,970.00	2,891,970.00	0.00	1,181,545.40	1,710,424.60	40.86%
Fund: 410 - ELECTRIC FUND Surplus (Deficit):	**0.00**	**0.00**	**297,996.63**	**-1,136,447.29**	**-1,136,447.29**	**0.00%**

Department	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 420 - WATER/SEWER FUND						
	13,248,775.00	13,248,775.00	516,618.67	5,452,943.97	-7,795,831.03	41.16%
3005 - Water Treatment Plant	2,819,470.00	2,819,470.00	88,978.27	883,045.21	1,936,424.79	31.32%
3010 - Trans / Distribution	6,574,050.00	6,574,050.00	69,593.60	605,176.44	5,968,873.56	9.21%
3012 - Airglades Water Main Extension	0.00	0.00	0.00	26,394.80	-26,394.80	0.00%
3025 - Water Meter Reading	107,982.00	107,982.00	7,738.56	69,540.57	38,441.43	64.40%
3042 - Water / Sewer Administ.	402,503.00	402,503.00	22,902.73	330,611.82	71,891.18	82.14%
3052 - Sewer Treatment Plant	1,254,036.00	1,254,036.00	441,757.74	1,646,804.74	-392,768.74	131.32%
3062 - Sewer Trans / Collection	610,000.00	610,000.00	89,254.96	339,307.00	270,693.00	55.62%
3063 - N. Sewer Project	61,890.00	61,890.00	0.00	61,879.46	10.54	99.98%
3066 - Inflow & Infiltration	1,330,000.00	1,330,000.00	0.00	22,111.98	1,307,888.02	1.66%
3080 - Debt Service	88,844.00	88,844.00	10,675.80	56,337.20	32,506.80	63.41%
Fund: 420 - WATER/SEWER FUND Surplus (Deficit):	**0.00**	**0.00**	**-214,282.99**	**1,411,734.75**	**1,411,734.75**	**0.00%**

Department	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 430 - SOLID WASTE						
	2,275,000.00	2,275,000.00	190,583.69	2,034,663.79	-240,336.21	89.44%
3042 - Water / Sewer Administ.	0.00	0.00	0.00	-6,127.46	6,127.46	0.00%
7072 - Solid Waste	2,275,000.00	2,275,000.00	156,776.06	1,344,893.73	930,106.27	59.12%
Fund: 430 - SOLID WASTE Surplus (Deficit):	**0.00**	**0.00**	**33,807.63**	**695,897.52**	**695,897.52**	**0.00%**
Report Surplus (Deficit):	**0.00**	**0.00**	**-147,498.73**	**485,027.69**	**485,027.69**	**0.00%**

Fund Summary

Fund	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)
001 - GENERAL FUND	0.00	0.00	-265,020.00	-486,157.29	-486,157.29
410 - ELECTRIC FUND	0.00	0.00	297,996.63	-1,136,447.29	-1,136,447.29
420 - WATER/SEWER FUND	0.00	0.00	-214,282.99	1,411,734.75	1,411,734.75
430 - SOLID WASTE	0.00	0.00	33,807.63	695,897.52	695,897.52
Report Surplus (Deficit):	**0.00**	**0.00**	**-147,498.73**	**485,027.69**	**485,027.69**

August 2026 Library FYI

- Library staff provided ready reference/computer assistance, circulation activities, and patron programming to 2,602 patrons this month.

- **Highlighted Programs this month:**

  - **Summer Reading Program, "Unearth a Story," began on June 10th and runs through July 29th.**
    - Programs were held on Wednesday mornings at 10 a.m.
      - Presenters/Presentations for the month of July were:
        - **Blacksmithing Demonstration in Civic Park** – 83 participants were able to learn about this skill and tradition during this up close presentation. With children and adults in attendance, this event was a hit for all. Snow cones were enjoyed afterwards.

        - **Paws into Summer with Beesley's Paw Print** – what's better than storytime…? Storytime with dogs!!! 85 patrons enjoyed a morning filled with stories, hugs, scratchings, and a bit of slobber. Just kidding!

- **Unearthing Stories & Crafts with FPAN (The Florida Public Archaeology Network)** – 67 patrons learned about fossils and archaeology with the help of FPAN.

- **Stomp into Stories** – Director Hayes read several stories to all those in attendance with focusing on positive self-esteem and avoiding peer pressure as schools resumes soon. Hendry County Deputy Timothee was a guest speaker who also encouraged the children in attendance to try their best at all times and help spread the word on the roles that SRO's do in each of the schools to ensure the children's safety. The event ended with snow cones being enjoyed by all.

- **Arts and Crafts days held on the following Wednesdays:**
  - 8th-Diamond Painting-40 children and 7 adults had fun making their own creations with diamond gems.

- 15th- Mosaic Birdhouses-36 children and 20 adults assembled and decorated their own personal birdhouses.

- 22nd-Drop-In Crafts-various crafts were offered to the community in person as well as in "take and make" kits throughout July. A total of 44 participants welcomed this idea.

- **Monday Movie Matinees-held on the 13th and 27th at 1 p.m.**
  - A total of 86 patrons stopped in and watched a movie on the big screen along with fresh popped popcorn.
- **Chess Club held on the 16th and 30th**
  - A total of 13 children and 5 adults of all skill levels participated in this highly requested event.

- **Mahjong Club continues each week-**Be sure to stop in at the library on Mondays and Thursdays from 11 a.m. to 1 p.m. to learn how to play along.
  - If you are interested in participating, yet the timeframe is a hindrance, the Library is seeking your feedback!! Once we receive your comments and suggestions, the club is willing to offer an additional session later in the day or simply change their current schedule. Be sure to let us know what works best for you!
  - Met 6 times this month with a total of 48 participants

- **Adult Sewing Club-Mats for the Cats**
  - Meets every Tuesday from 10:00 am to Noon in order to sew mats (crate inserts) for the adorable felines at the Clewiston Animal Shelter. Each mat is created from donated materials (bedspreads, blankets, etc.) Stop in to contribute to this great cause, learn basic sewing skills all while socializing with friends.

While the summer wraps up, be sure to keep reading and learning at the forefront all the time and know that the library continues weekly programming for all.

- **IMPORTANT……please be sure to check if the activity you and/or your child is interested in joining has a small, themed icon/symbol next to it. If so, these programs must be registered for due to limitations on quantity. To register simply give us a call or stop by the library and we'll be sure to add you/them to the list. Thank you for your understanding.**

For example, you'll see for the month of August, the symbol is a brown circle paw print.

CLEWISTON PUBLIC LIBRARY

CLEWISTON PUBLIC LIBRARY
AUGUST 2026

LIBRARY HOURS
MONDAY: 9 AM–5 PM
TUESDAY: 9 AM–6 PM
WEDNESDAY: 9 AM–6 PM
THURSDAY: 9 AM–6PM
FRIDAY: 9 AM–5 PM
SATURDAY & SUNDAY: CLOSED

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
BACK TO SCHOOL STARTS AT THE LIBRARY						1
2	3 Learn & Play Mahjong 11:00 AM —1:00 PM	4 Mats for the Cats 10:00 AM—12:00 PM Gaming Club 3:30 PM Ages 7-17	5 LEGO Club 3:30 PM Ages 5+	6 Learn & Play Mahjong 11:00 AM —1:00 PM	7 Virtual Adventures Ages 11+ 3:30 PM	8
9	10 Learn & Play Mahjong 11:00 AM —1:00 PM	11 CLOSED For Annual Staff Meeting & Awards Ceremony	12	13 Learn & Play Mahjong 11:00 AM —1:00 PM	14	15
16	17 Learn & Play Mahjong 11:00 AM —1:00 PM	18 Mats for the Cats 10:00 AM—12:00 PM	19 I-SPY Scavenger Hunt Ages 5-11 3:30 PM	20 Learn & Play Mahjong 11:00 AM —1:00 PM Chess Club 3:30 PM Open to all school-age kids and teens *There will be no guided teaching Call the library if you're interested in volunteering to teach!	21 Virtual Adventures Ages 11+ 3:30 PM	22
23	24 Learn & Play Mahjong 11:00 AM —1:00 PM	25 Mats for the Cats 10:00 AM—12:00 PM Gaming Club 3:30 PM Ages 7–17	26 Adult Book Club 2:00 & 5:15 PM Rescheduled to Aug. 27 Storytime & Craft w/ Ms. Okeechobee Keila 3:30 PM	27 Learn & Play Mahjong 11:00 AM —1:00 PM Chess Club 3:30 PM Open to all school-age kids and teens *There will be no guided teaching Call the library if you're interested in volunteering to teach!	28	29
30	31 Learn & Play Mahjong 11:00 AM —1:00 PM	Please take note of the programs that require registration; They are marked with the symbol. For more information, please call the library at 863-983-1493. Events may be added or subject to change.				

Parks and Recreation Department Activity in June 2026

John Boy

- Wedding Anniversary
- Back to School Giveaway

Beardsley Room

- Paint Nite
- Heartland Regional Transportation Planning Organization

Youth Center

- Taekwondo Classes- Monday & Wednesday & Friday
- Chair Yoga- Monday through Friday
- Party (2)
- Golf Youth League Meeting
- Summer Camp – averaging 40 kids a week, field trip to Ah-Tah-Thi-Ki Museum 7/23/2026

Pool-

- Party (5)
- Swimming lessons (15 registered each week)

Parks & Pavilions-

- 9 Events in the month of June

Sports Complex-

- Little League Tournaments (moved from Lehigh to Clewiston due to weather)

CITY OF CLEWISTON, FLORIDA
PROFESSIONAL MASTER SERVICES AGREEMENT

This Professional Services Agreement (hereinafter referred to as "Master Services Agreement" or "Agreement") is made and entered into this 3RD day of August, 2026, between the City Commission of the City of Clewiston, a municipality incorporated in the State of Florida (hereinafter referred to as the "City") and South Florida Engineering and Consulting LLC (hereinafter referred to as the "Consultant").

WITNESSETH

WHEREAS, the City desires to obtain the professional services of said Consultant to provide and perform professional services as further described hereinafter concerning the project to be referred to and identified as: Engineering Services for [Engineering Category]; and

WHEREAS, the Consultant hereby certifies that Consultant has been granted and possesses valid, current licenses to do business in the State of Florida and in the City of Clewiston, Florida, issued by the respective State Boards and Government Agencies responsible for regulating and licensing the professional services to be provided and performed by the Consultant pursuant to this Agreement; and

WHEREAS, the selection and engagement of the Consultant has been made by the City in accordance with the provisions of the Consultants Competitive Negotiation Act, §287.055, Florida Statutes, as amended.

NOW, THEREFORE, in consideration of the mutual covenants, terms and provisions contained herein, the parties hereto agree that with the mutual acceptance of this Agreement as indicated hereinafter by the execution of this Agreement by both parties that a contract shall exist between both parties consisting of:

ARTICLE 1.00-SCOPE OF PROFESSIONAL SERVICES
Consultant hereby agrees to provide and perform the professional services required and necessary to complete the services and work as set forth in the Scope of Professional Services, which is attached hereto and made a part of this Agreement.

ARTICLE 2.00-DEFINITIONS
The following definition of terms associated with this Agreement is provided to establish a common understanding between both parties to this Agreement as to the intended usage, application, and interpretation of such terms pertaining to this Agreement.

2.01 CITY
The term "City" shall refer to the City of Clewiston, a municipality incorporated within the State of Florida, and any official and/or employees thereof who shall be duly authorized to act on the City's behalf relative to this Agreement.

2.02 CONSULTANT
The term "Consultant" shall refer to the individual or firm offering professional services which by execution of this Agreement shall be legally obligated, responsible, and liable for providing and performing any and all of the services, work and materials, including services and/or work of sub-consultants and subcontractors, required under the covenants, terms and provisions contained in this Agreement and any and all change orders thereto.

2.03 PROFESSIONAL SERVICES
The term "Professional Services" shall refer to all of the services, work materials and all related professional, technical and administrative activities which are necessary to be provided and performed by the Consultant and its

employees and any and all sub-consultants and subcontractors the Consultant may engage to provide, perform and complete the services required pursuant to the covenants, terms and provisions of this Agreement.

2.04 SUB-CONSULTANT

The term "Sub-Consultant" shall refer to any individual or firm offering professional services which is engaged by the Consultant to assist the Consultant in providing and performing the professional services, work and materials for which the Consultant is contractually obligated, responsible and liable to provide and perform under this Agreement. The City shall not be a party to, responsible or liable for, or assume any obligation whatever for any agreement entered into between the Consultant and any sub-consultant.

2.05 SUBCONTRACTOR

The term "Subcontractor" shall refer to any individual, company or firm providing other than professional services which is engaged by the Consultant to assist the Consultant in contractually obligated, responsible, and liable to provide and perform under this Agreement. The City shall not be a party to, responsible or liable for, or assume any obligation whatever for any agreement entered into between the Consultant and any subcontractor.

2.06 PROJECT

The term "Project" shall refer to such facility, system, program or item as described in the summary statement set forth in the preamble of this Agreement.

2.07 BASIC SERVICES

The term "Basic Services" shall refer to the professional services set forth and required pursuant to this Agreement and as described in further detail in the attached Scope of Professional Services.

2.08 ADDITIONAL SERVICES

The term "Additional Services" shall refer to such professional services as the City may request and authorize, in writing, the Consultant to provide and perform relative to this Agreement which are not included in the basic services. Additional services shall be authorized by the execution of both parties to this Agreement by a change order agreement.

2.09 CHANGE ORDER

The term "Change Order" shall refer to a written document, change order agreement, executed by both parties to this Agreement setting forth and authorizing changes to the agreed upon scope of professional services and tasks, compensation and method of payment, time and schedule of performance, or project guidelines and criteria as such were set forth and agreed to in the initial agreement, supplemental task authorization(s), or previous change orders issued thereto. The change order document, which shall be executed on a City standard form, shall set forth the authorized changes to the: scope of professional services, tasks, work or materials to be performed or provided by the Consultant; the compensation and method of payment; the schedule or time period for performance and completion, and the guidelines, criteria and requirements pertaining thereto.

The amount of the change in contract compensation and time set forth in any and all change orders executed and issued under this Agreement shall be understood and agreed by both parties to this Agreement to be fair, equitable, adequate and complete. The changed compensation shall be understood and agreed to be the total of all costs associated with or impacted by the change order including, but not limited to, any and all direct costs, indirect costs and associated costs which may result from or be caused by the change order, and shall be understood and agreed to include a fair, equitable and adequate adjustment to cover the Consultant's general administrative and overhead costs and profit.

In the event the City decides to delete all, or portions, of the scope of services, task(s), or requirements set forth in the initial agreement, supplemental task authorizations or previously authorized change orders, the City may do so by issuance of a written change order to the Consultant.

2.10 SUPPLEMENTAL TASK AUTHORIZATION

The term "Supplemental Task Authorization" as used refers to a written document executed by both parties to an existing professional services agreement setting forth and authorizing a limited number of professional services, tasks, or work.

2.11 MAYOR

The term "Mayor" shall refer to the Mayor or his designee requesting the service, employed by the City Commission to serve and act on the City's behalf, as it relates to this project. The Mayor within the authority conferred by the City Commission, acting as the City's designated representative shall issue written notification to the Consultant of any and all changes approved by the City in the Consultant's: (1) compensation; (2) time and/or schedule of service delivery; (3) scope of services; or other change(s) relative to basic services and additional services pursuant to this Agreement or change order(s) or supplemental task authorization(s) pertaining thereto. The Mayor shall be responsible for acting on the City's behalf to administer, coordinate, interpret and otherwise manage the contractual provisions and requirements set forth in this Agreement, change order(s) or supplemental task authorization(s) issued thereunder.

2.12 PROJECT MANAGER

The term "Project Manager" shall refer to the person employed or retained by the City and designated, in writing, to serve and act on the City's behalf to provide direct contact and communication between the City and Consultant with respect to providing information, assistance, guidance, coordination, review, approval and acceptance of the professional services, work and materials to be provided and performed by the Consultant pursuant to this Agreement and such written change order(s) and supplemental task authorization(s) as are authorized. Project Manager is not authorized to, and shall not, issue any verbal, or written, request or instruction to the Consultant that would have the effect, or be interpreted to have the effect, of modifying or changing in any way whatever the: (1) scope of services to be provided and performed by the Consultant; (2) the time the Consultant is obligated to commence and complete all such services; (3) the amount of compensation the City is obligated or committed to pay the Consultant. The Project Manager shall review and make appropriate recommendations on all requests submitted by the Consultant for payment for services and work provided and performed, and reimbursable costs and expense, as provided for in this Agreement and change order(s), supplemental task authorization(s) thereto.

2.13 LUMP SUM FEE(S)

Lump Sum Fee(s), hereinafter identified as L.S., are understood and agreed to include all direct and indirect labor costs, personnel related costs, overhead and administrative costs, costs of sub-consultant(s) and/or sub-contractor(s), out-of-pocket expenses and costs, professional service fee(s) and any other costs or expenses which may pertain to the services and/or work to be performed, provided and/or furnished by the Consultant as may be required and/or necessary to complete each and every task set forth in the Scope of Professional Services, or as may be set forth in subsequent work orders, supplemental agreements, and/or change orders agreed to in writing by both parties to this Agreement.

2.14 NOT-TO-EXCEED FEE(S)

When all, or any portion, of the Consultant's compensation to provide and perform the services and work necessary and required pursuant to the tasks set forth in the Scope of Professional Services, and any change orders, supplemental task authorizations, and work orders authorized thereto, is established to be made on a not-to-exceed (NTE) amount basis, it is mutually understood and agreed that such compensation for each completed task shall be made on the following basis:

For the actual hours necessary, required and expected by the Consultant's professional and technical personnel, multiplied by the applicable hourly rates for each classification or position as set forth in the Compensation and Method of Payment, which is attached hereto and made a part of this Agreement, to the above referenced Agreement and any change orders or supplemental task authorizations authorized thereto; and

For the actual, necessary and required hours, and non-personnel expenses and costs, expended by sub-consultants and subcontractors engaged by the Consultant, multiplied by such hourly rates and unit costs as are agreed to by the City and the Consultant and as are set forth as a part of the above referenced Agreement and any change orders or supplemental task authorizations authorized thereto; and

With the understanding and agreement that the City shall pay the Consultant for all such costs and expenses within the established NTE amount for each task or sub-task subject to the Consultant presenting an itemized and detailed invoice with appropriate supporting documentation attached thereto to show evidence satisfactory to the City covering all such costs and expenses; and

With the understanding and agreement that the Consultant's invoices and all payments to be made for all NTE amounts shall be subject to the review, acceptance and approval of the City; and with the understanding and agreement that when the Consultant's compensation is established on a NTE basis for a specific task(s) or sub-task(s) the total amount of compensation to be paid the Consultant to cover all personnel costs, non-personnel reimbursable expenses and costs, and sub-consultant and subcontractor costs for any such specific task(s) or sub-task(s) shall not exceed the amount of the total NTE compensation established and agreed to for each specific task(s) or sub-task(s). In the event the amount of compensation for any task(s) or sub-task(s) to which the Consultant is entitled on the NTE basis set forth above is determined to be necessary, required and actually expended and is determined to be actually less than the NTE amount established for the specific task or sub-task, it is understood and agreed that any unexpended amount under a specific task or sub-task may not be used, applied, transferred, invoiced or paid for services or work provided or performed on any other task(s) or sub-task(s).

ARTICLE 3.00-OBLIGATIONS OF THE CONSULTANT

The obligations of the Consultant with respect to all the basic services and additional services authorized pursuant to this Agreement shall include, but not be limited to, the following:

3.01 LICENSES

The Consultant agrees to obtain and maintain throughout the period this Agreement is in effect all such licenses as are required to do business in the State of Florida, Hendry County and in the City of Clewiston, Florida, including, but not limited to, licenses required by the respective State Boards and other governmental agencies responsible for regulating and licensing the professional services provided and performed by the Consultant pursuant to this Agreement.

3.02 PERSONNEL

1) QUALIFIED PERSONNEL

The Consultant agrees when the services to be provided and performed relate to a professional service(s) which, under Florida Statutes, requires a license, certificate of authorization or other form of legal entitlement to practice such services, to employ and/or retain only qualified personnel to be in responsible charge of all basic services and additional services to be provided pursuant to this Agreement.

2) CONSULTANT'S PROJECT DIRECTOR

The Consultant agrees to employ and designate, in writing, a qualified and, if required by law, a licensed professional to serve as the Consultant's Project Director. The Consultant's Project Director shall be authorized and responsible to act on behalf of the Consultant with respect to directing, coordinating and administering all aspects of the services to be provided and performed under this Agreement thereto. The Consultant's Project Director shall have full authority to bind and obligate the Consultant on any matter arising under this Agreement unless substitute arrangements have been furnished to the City in writing. The Consultant agrees that the Project Director shall devote whatever time is required to satisfactorily direct, supervise and manage the services provided and performed by the Consultant throughout the entire period this Agreement is in effect. The person selected by the Consultant to serve as the Consultant's Project Director shall be subject to the prior approval and acceptance of the City.

3) CONSULTANT'S STAFF

Consultant will specify the technical and support staff who will be assigned to this project. Consultant will notify City's Project Manager of any changes and/or substitution of staff working on the project.

4) REMOVAL OF PERSONNEL

The Consultant agrees, within thirty (30) calendar days of receipt of a written request from the City, to promptly remove and replace the Consultant's Project Director, or any other personnel employed or retained by the Consultant, or personnel of the sub-consultant(s) or subcontractor(s) engaged by the Consultant to provide and/or perform services and/or work pursuant to the requirements of this Agreement, who the City shall request, in writing, be removed, this request may be made by the City with or without cause.

5) IMMIGRATION LAW COMPLIANCE

Contractors providing services to the City, as a condition of each contract, must use E-Verify to verify the employment of any person hired during the contract term by the contractor and assigned by the Contractor to perform work for the City. Before any contract with the City is signed, proof of enrollment with E-Verify must be provided. The Contractor acknowledges that he will comply with the Immigration Reform and Control Act of 1986 and is committed to employing only those individuals who are authorized to work in the United States, by hiring employees who properly complete, sign and date the first section of the Immigration and Naturalization Services (INS) Form I-9 and presenting to the Contractor the original necessary document(s) to prove identity and employment eligibility, as verified through E-Verify.

The Contractor must also be responsible for entering into an agreement with each and every vendor and subcontractor that states that vendors and subcontractors (and their vendors) are independently responsible for their own employment decisions, including hiring, disciplinary and termination decisions, and will comply with the Immigration Reform and Control Act of 1986 and use the E-Verify system for verification. The agreements shall also state that each business is responsible for its own I-9 and other employment record-keeping requirements, and with compliance with all immigration laws.

3.03 TIMELY ACCOMPLISHMENT OF SERVICES

The timely performance and completion of the required services, work and materials is vitally important to the interests of the City. The City may suffer damages in the event that the Consultant does not accomplish and complete the required services in a timely manner. The Consultant agrees to employ, engage, retain and/or assign an adequate number of personnel throughout the period of this Agreement so that all basic services and additional services will be provided, performed and completed in a timely and diligent manner throughout.

3.04 STANDARDS OF PROFESSIONAL SERVICE

The work and/or services to be provided and/or performed by the Consultant and by any sub-consultant(s) and/or subcontractor(s) engaged by the Consultant as set forth in the Scope of Professional Services shall be done in accordance with the generally accepted standards of professional practice and in accordance with the laws, rules, regulations, ordinances and codes issued by those governmental agencies which have jurisdiction over all or a portion of this project and which are in effect at the time the City approves this Agreement.

3.05 CORRECTION OF ERRORS, OMISSIONS OR OTHER DEFICIENCIES

1) RESPONSIBILITY TO CORRECT

The Consultant agrees to be responsible for the professional quality, technical adequacy and accuracy, timely completion, and the coordination of all data, studies, surveys, designs, specifications, calculations, estimates, plans, drawings, construction documents, photographs, reports, memoranda, other documents and instruments, and other services, work and materials performed, provided, and/or furnished by Consultant or by any sub-consultant(s) and/or subcontractor(s) retained or engaged by the Consultant pursuant to this Agreement. The Consultant shall, without additional compensation, correct or revise any errors, omissions or deficiencies in such data, studies, surveys, designs, specifications, calculations, estimates, plans, drawings, construction documents and instruments,

in its services, work and materials resulting from the negligent act, errors or omissions or intentional misconduct of Consultant or any sub-consultant(s) or subcontractor(s) engaged by the Consultant.

2) CITY'S APPROVAL SHALL NOT RELIEVE CONSULTANT OF RESPONSIBILITY

Neither review, approval, nor acceptance by the City of data, studies, surveys, designs, specifications, calculations, estimates, plans, drawings, construction documents, photographs, reports, memoranda, other documents and instruments, and incidental professional services, work and materials furnished hereunder by the Consultant, or any sub-consultant(s) or subcontractor(s) engaged by the Consultant to provide and perform services in connection with this Agreement. Neither the City's review, approval or acceptance of, nor payment for, any of the Consultant's services, work and materials shall be construed to operate as a waiver of any of the City's rights under this Agreement, or any cause of action it may have arising out of the performance of this Agreement.

3.06 LIABILITY AND HOLD HARMLESS

Consistent with the provisions of §725.08, Florida Statutes, as amended, the Consultant agrees to indemnify and hold harmless the City of Clewiston, its officers and employees from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Consultant and other persons employed or utilized by the Consultant, including, but not limited to sub-consultants, sub-contractors and materialmen, in the performance of this contract, including any Change Orders or Supplemental Task Authorizations. Consultant and City agree that the monetary limitation on the indemnification provided under this contract is limited to the full amount of the contract award (i.e. Compensation to be paid Consultant as set forth in the attached Exhibit B), including any sums added or subtracted from the contract award through Change Orders or Supplemental Task Authorizations. Consistent with §768.28, Florida Statutes, as amended, City agrees that the Consultant will not be liable for damages arising out of the negligence of the City, its officers, or employees.

3.07 NOT TO DIVULGE CERTAIN INFORMATION

Consultant agrees, during the term of this Agreement, not to divulge, furnish or make available to any third person, firm, or organization, without City's prior written consent, or unless incident to the proper performance of Consultant's obligations hereunder, or in the course of judicial or legislative proceedings where such information has been properly subpoenaed, any non-public information concerning the services to be rendered by Consultant or any sub-consultant(s) or subcontractor(s) pursuant to this Agreement. Consultant shall require all of its employees, sub-consultant(s) and subcontractor(s) to comply with the provisions of this paragraph.

3.08 CONSULTANT TO REPAIR PROPERTY DAMAGE CAUSED BY THE CONSULTANT

Consultant agrees to promptly repair and/or replace, or cause to have repaired and/or replaced, at its cost and expenses and in a manner acceptable to and approved by the City, any property damage arising out of, or caused by, the willful or negligent acts of the Consultant, or of its sub-consultants and/or subcontractors. This Consultant's obligation under this sub-article does not apply to property damage caused by any other Consultant or Contractor engaged directly by the City.

The City reserves the right, should the Consultant fail to make such repairs and/or replacement within a reasonable period of time after written notice, to cause such repairs and/or replacement to be made by others and for all costs and expenses associated with having such repairs and/or replacement done to be paid for by the Consultant, or by the Consultant reimbursing the City for all such costs and expenses.

3.09 RESPONSIBILITY FOR ESTIMATES

1) In the event the services required pursuant to this Agreement include the Consultant preparing and submitting to the City cost estimates, the Consultant, by exercise of this experience, effort, knowledge and judgment, shall develop such cost estimates as are set forth in, or as may be required under this Agreement. Any opinions or estimates of probable construction costs to be provided under this Agreement by the Consultant are to be made or reviewed on the basis of Consultant's experience and qualifications and represent the Consultant's judgment as an experienced and qualified professional,

familiar generally with the construction industry. The City agrees that the Consultant has no control over the cost of labor, materials, equipment, or services furnished by others or control over competitive bidding or market conditions, nor the Contractor's methods of determining prices. However, while Consultant cannot and does not guarantee that proposals, bids, or actual final construction costs will not vary from the opinions or estimates prepared or reviewed by the Consultant, City may choose to employ an independent cost estimator in order to achieve greater assurance of actual construction costs.

3.10 PERMITS

The Consultant, if applicable to the Consultant's Scope of Services, will be responsible for preparing and submitting all required applications and other supportive information necessary to assist the City in obtaining all reviews, approvals and permits, with respect to the Consultant's design, drawings and specifications required by any governmental body having authority over the project. Any fees required for such reviews, approvals or permits will be covered by a check issued by the City and made payable to the respective governmental body upon the Consultant furnishing the City satisfactory documentation of such fees. The Consultant will be similarly responsible for preparing and submitting all required applications and other supportive information necessary to assist the City in obtaining any renewals and/or extensions of reviews, approvals or permits that may be required while this Agreement is in effect. The City shall, at the Consultant's request, assist in obtaining required signatures and provide the Consultant with all information known to be available to the City so as to assist the Consultant in the preparation and submittal of any original, renewal or extension of required reviews, approvals or permits.

3.11 ADDITIONAL SERVICES

Should the CITY request the Consultant to provide and perform professional services for this project which are not set forth in the Scope of Professional Services, the Consultant agrees to provide and perform such additional services as may be agreed to in writing by both parties to this Agreement.

Such additional services shall constitute a continuation of the professional services covered under this Agreement and shall be provided and performed in accordance with the covenants, terms, and provisions set forth in this Agreement thereto.

Additional services shall be administered and authorized as change orders or supplemental task authorizations under this Agreement. The Consultant shall not provide or perform, nor shall the City incur or accept any obligation to compensate the Consultant for any additional services unless and until a written change order or supplemental task authorization has been agreed to and executed by both parties.

Each such change order or supplemental task authorization shall set forth a comprehensive, detailed description of: (1) the scope of the additional services requested; (2) the basis of compensation; and (3) the period of time and/or schedule for performing and completing said additional services.

3.12 TRUTH-IN-NEGOTIATIONS CERTIFICATE

The City may request the Consultant to execute a Truth-in-Negotiations Certificate ("Certificate"). The Certificate shall state that wage rates and other factual unit costs supporting the compensation are accurate, complete and current at the time this Agreement is executed. The original contract price and any additions thereto shall be adjusted to exclude any significant sums by which the City determines the contract price was increased due to inaccurate, incomplete or noncurrent wage rates or other factual unit costs.

3.13 COMPLETION OF TASKS

Unless otherwise set forth in the Agreement, the Consultant shall be responsible for providing and performing professional services, work, equipment, material, personnel, supplies, facilities, transportation and administrative support that are necessary and required to complete all of the tasks set forth in the Scope of Professional Services, change orders and supplemental task authorizations authorized. The compensation to be paid the Consultant as set forth in the Compensation and Method of Payment, change orders, and supplemental task authorizations

authorized thereto shall be understood and agreed to compensate the Consultant for providing and performing professional services, work, equipment, material, personnel, supplies, facilities, transportation and administrative support that are necessary and required to complete the tasks set forth in the Scope of Professional Services, change orders and supplemental task authorizations authorized thereto as stated above.

ARTICLE 4.00-OBLIGATIONS OF THE CITY

4.01 DESIGNATION OF PROJECT MANAGER

The City agrees after the execution of this Agreement to promptly advise the Consultant, in writing, of the person designated to serve and act as the City's Project Manager. Such notification shall be provided to the Consultant by the Project Manager.

4.02 AVAILABILITY OF CITY INFORMATION

1) PROJECT GUIDELINES AND CRITERIA

Guidelines to the Consultant regarding requirements the City has established or suggests relative to the project including, but not limited to such items as: goals, objectives, constraints, and any special financial, budgeting, space, site, operational, equipment, technical, construction, time and scheduling criteria are set forth in the Project Guidelines and Criteria, which is attached hereto and made a part of this Agreement.

2) CITY TO PROVIDE PERTINENT REFERENCE MATERIAL

At the Consultant's request, the City agrees to provide to the Consultant, at no cost to the Consultant, all pertinent information known to be available to the City to assist the Consultant in providing and performing the required professional services. Such information may include, but not be limited to: previous reports; plans, drawings and specifications; maps; property, boundary, easement, right-of-way, topographic, reference monuments, control points, plats and related survey data; data prepared or services furnished by others to the City such as sub-surface investigations, laboratory tests, inspections of natural and man-made materials, property appraisals, studies, designs and reports.

4.03 AVAILABILITY OF CITY'S DESIGNATED REPRESENTATIVES

The City agrees that the Mayor and the Project Manager shall be available within a reasonable period of time, with reasonable prior notice given by the Consultant, to meet and/or consult with the Consultant on matters pertaining to the services to be provided and performed by the Consultant. The City further agrees to respond within a reasonable period of time to written requests submitted by the Consultant.

4.04 ACCESS TO CITY PROPERTY

The City agrees, with reasonable prior written notice given by the Consultant, to provide the Consultant with access within a reasonable period of time to City property, facilities, buildings and structures to enable the Consultant to provide and perform the required professional services and work pursuant to this Agreement. Such rights of access shall not be exercised in such a manner or to such an extent as to impede or interfere with City operations, or the operations carried on by others under a lease, or other contractual arrangement with the City, or in such a manner as to adversely affect the public health and safety. Such access may, or may not be, within the Consultant's normal office and/or field work days and/or work hours.

ARTICLE 5.00-COMPENSATION AND METHOD OF PAYMENT

5.01 BASIC AND ADDITIONAL SERVICES

The City shall pay the Consultant for all requested and authorized basic services rendered hereunder by the Consultant and completed in accordance with the requirements, provisions, and/or terms of this Agreement and accepted by the City in accordance with the provisions for compensation and payment of said basic services set forth and prescribed in the Compensation and Method of Payment or on the basis of such changes to the established compensation as may be mutually agreed to by both parties to this Agreement as evidenced by a written change order executed by both parties.

5.02 METHOD OF PAYMENT

1) MONTHLY STATEMENTS

The Consultant shall be entitled to submit not more than one (1) invoice statement to the City each calendar month covering services rendered during the preceding calendar month. The Consultant's invoice statement(s) shall be itemized to correspond to the basis of compensation as set forth in the Agreement, or change order(s) and supplemental task authorization(s) thereunder.

2) PAYMENT FOR SERVICES PERFORMED

The City shall pay the Consultant for services performed using either of the following methods, or using a combination thereof:

a) The City shall pay Consultant on the basis of services completed for tasks set forth in the Scope of Professional Services and the Compensation and Method of Payment, as evidenced by work products such as reports, drawings, specifications, etc., submitted by the Consultant and accepted by the City. No payments shall be made for Consultant's work-in-progress until service items for which payment amounts have been established and set forth in this Agreement have been completed by the Consultant and accepted by the City.

b) The City shall pay the Consultant for services performed for tasks set forth in the Scope of Professional Services and the Compensation and Method of Payment on the basis of an invoice statement covering Consultant's work-in-progress expressed as a percentage of the total cost of the service and/or work required for each task invoiced in this manner. All such work-in-progress percentages are subject to the review and approval of the City. The decision of the City shall be final as to the work-in-progress percentages paid. Payment by the City for tasks on a work-in-progress percentage basis shall not be deemed or interpreted in any way to constitute an approval or acceptance by the City of any such service or work-in-progress. The Consultant shall be responsible for correcting, re-doing, modifying or otherwise completing the services and work required for each task before receiving final, full payment whether or not previous work-in-progress payments have been made. All tasks to be paid for on a work-in-progress percentage basis shall be agreed to by both parties to the Agreement and each task to be paid in this manner shall be identified in the Compensation and Method of Payment with the notation (WIPP). Only tasks so identified will be paid on a work-in-progress percentage basis.

3) PAYMENT SCHEDULE

The City shall issue payment to the Consultant within thirty (30) calendar days after receipt of an invoice statement from the Consultant in an acceptable form and containing the requested breakdown and detailed description and documentation of charges. Should the City object or take exception to the amount of any Consultant's invoice statement, the City shall notify the Consultant of such objection or exception within the thirty (30) calendar days payment period set forth hereinbefore. If such objection or exception remains unresolved at the end of said thirty (30) calendar days' period, the City shall withhold the disputed amount and make payment to the Consultant of the amount not in dispute. Payment of any disputed amount, or adjustments thereto, shall be made within thirty (30) calendar days of the date such disputed amount is resolved by mutual agreement of the parties to this Agreement.

5.03 PAYMENT WHEN SERVICES ARE TERMINATED AT THE CONVENIENCE OF THE CITY

In the event of termination of this Agreement at the convenience of the City, not at the fault of the Consultant, the City shall compensate the Consultant only for the services performed prior to the effective date of termination, reimbursable expenses then due and reasonable expenses incurred by the Consultant in affecting the termination of services and work, and incurred by the submittal to the City of project drawings, plans, data, and other project documents.

5.04 PAYMENT WHEN SERVICES ARE SUSPENDED

In the event the City suspends the Consultant's services and work on all or part of the services required to be provided and performed by the Consultant pursuant to this Agreement, the City shall compensate the Consultant only for the services performed prior to the effective date of suspension, reimbursable expenses then due and any reasonable expenses incurred or associated with, or as a result of such suspension.

5.05 NON-ENTITLEMENT TO ANTICIPATED FEES IN THE EVENT OF SERVICE TERMINATION, SUSPENSION, ELIMINATION, CANCELLATION AND/OR DECREASE

In the event the services required pursuant to this Agreement are terminated, eliminated, cancelled, or decreased due to: (1) termination; (2) suspension in whole or in part; (3) and/or are modified by the subsequent issuance of supplemental task authorization(s) and/or change order(s), other than receiving the compensation set forth in Payment When Services are Terminated at the Convenience of the City and Payment When Services are Suspended, the Consultant shall not be entitled to receive compensation for anticipated professional fees, profit, general and administrative overhead expenses or for any other anticipated income or expense which may be associated with the services which are terminated, suspended, eliminated, cancelled or decreased.

ARTICLE 6.00-TIME AND SCHEDULE OF PERFORMANCE

6.01 NOTICE TO PROCEED

Following the execution of this Agreement by both parties, and after the Consultant has complied with the insurance requirements set forth hereinafter, the City may authorize specific tasks to be completed. Upon agreement on the scope and fee for this work and execution of supplemental task authorization, the City will issue the Consultant a written notice to proceed. Following the issuance of such notice to proceed the Consultant shall be authorized to commence work and the Consultant thereafter shall commence work promptly and shall carry on all such services and work as may be required in a timely and diligent manner to completion.

6.02 TIME OF PERFORMANCE

The Consultant agrees to complete the services required pursuant to this Agreement within the time period(s) for completion of the various phases and/or tasks of the project services set forth and described in this Agreement, as set forth in the Schedule of Performance, which is attached hereto and made a part of this Agreement.

Should the Consultant be obstructed or delayed in the prosecution or completion of its obligations under this Agreement as a result of causes beyond the control of the Consultant, or its sub-consultant(s) and/or subcontractor(s), and not due to their fault or neglect, the Consultant shall notify the City, in writing, within five (5) calendar days after the commencement of such delay, stating the cause(s) thereof and requesting an extension of the Consultant's time of performance. Upon receipt of the Consultant's request for an extension of time, the City shall grant the extension if the City determines the delay(s) encountered by the Consultant, or its sub-consultant(s) and/or subcontractor(s), is due to unforeseen causes and not attributable to their fault or neglect.

6.03 CONSULTANT WORK SCHEDULE

The Consultant shall be required as a condition of this Agreement to prepare and submit to the City, on a monthly basis, commencing with the issuance of the notice to proceed, a Consultant's work schedule. The work schedule shall set forth the time and manpower scheduled for all of the various phases and/or tasks required to provide, perform and complete all of the services and work required completion of the various phases and/or tasks of the project services set forth and described in this Agreement, as set forth in the Schedule of Performance, pursuant to this Agreement in such a manner that the Consultant's planned and actual work progress can be readily determined. The Consultant's work schedule of planned and actual work progress shall be updated and submitted by the Consultant to the City on a monthly basis.

6.04 FAILURE TO PERFORM IN A TIMELY MANNER

Should the Consultant fail to commence, provide, perform and/or complete any of the services and work required pursuant to this Agreement in a timely and diligent manner, the City may consider such failure as justifiable cause to terminate this Agreement. As an alternative to termination, the City at its option, may, upon written notice to

the Consultant, and affording Consultant reasonable time and opportunity to investigate, refute or cure, withhold any or all payments due and owing to the Consultant, not to exceed the amount of the compensation for the work in dispute, until such time as the Consultant resumes performance of its obligations in such a manner as to get back on schedule in accordance with the time and schedule of performance requirements set forth in this Agreement, or any change order(s) and supplemental task authorization(s) issued thereto.

ARTICLE 7.00-SECURING AGREEMENT

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

ARTICLE 8.00-CONFLICT OF INTEREST

The Consultant represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder. The Consultant further agrees that no person having any such interest shall be employed or engaged by the Consultant for said performance.

If Consultant, for itself and on behalf of its sub-consultants, is about to engage in representing another client, which it in good faith believes could result in a conflict of interest with the work being performed by Consultant or such sub-consultant under this Agreement, then it will promptly bring such potential conflict of interest to the City's attention, in writing. The City will advise the Consultant, in writing, within ten (10) calendar days as to the period of time required by the City to determine if such a conflict of interest exists. If the City determines that there is a conflict of interest, Consultant or such sub-consultant shall decline the representation upon written notice by the City.

If the City determines that there is not such conflict of interest, then the City shall give its written consent to such representation. If Consultant or sub-consultant accepts such a representation without obtaining the City's prior written consent, and if the City subsequently determines that there is a conflict of interest between such representation and the work being performed by Consultant or such sub-consultant under this Agreement, then the Consultant or such sub-consultant agrees to promptly terminate such representation. Consultant shall require each of such sub-consultants to comply with the provisions of this section.

Should the Consultant fail to advise or notify the City as provided hereinabove of representation which could, or does, result in a conflict of interest, or should the Consultant fail to discontinue such representation, the City may consider such failure as justifiable cause to terminate this Agreement.

ARTICLE 9.00-ASSIGNMENT, TRANSFER AND SUBCONTRACTS

The Consultant shall not assign or transfer any of its rights, benefits or obligations hereunder, except for transfers that result from: (1) the merger or consolidation of Consultant with a third party; or (2) the disestablishment of the Consultant's professional practice and the establishment of a successor Consultant, or consulting organization. Nor shall the Consultant subcontract any of its service obligations hereunder to third parties, except as otherwise authorized in this Agreement thereto, without prior written approval of the City. The Consultant shall have the right, subject to the City's prior written approval, to employ other persons and/or firms to serve as sub-consultants and/or subcontractors to Consultant in connection with Consultant providing and performing services and work pursuant to the requirements of this Agreement. The City shall have the right and be entitled to withhold such approval. Such approval shall not be unreasonably withheld.

In providing and performing the services and work required pursuant to this Agreement, Consultant intends to engage the assistance of the sub-consultant(s) and/or subcontractor(s) set forth in Consultant's Associated Sub-Consultants and Subcontractors, which is attached hereto and made a part of this Agreement.

ARTICLE 10.00-APPLICABLE LAW

Unless otherwise specified, this Agreement shall be governed by the laws, rules, regulations of the State of Florida, or the laws, rules, and regulations of the United States when providing services funded by the United States Government.

ARTICLE 11.00-COVENANTS AGAINST DISCRIMINATION FOR PROJECTS WITH FUNDS APPROPRIATED FROM CLEWISTON GENERAL REVENUES

The Consultant for itself, its successors in interest, and assigns as part of the consideration thereof, does hereby covenant and agree that in the furnishing of services to City hereunder, no person on the grounds of race, color, national origin, handicap, or sex shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination. The Consultant shall comply with the state laws in the hiring of sub-consultants.

ARTICLE 12.00-WAIVER OF BREACH

Waiver by either party of a breach of any provision of this Agreement shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms of this Agreement.

ARTICLE 13.00-INSURANCE

For the Insurance Section and Exhibit, Consultant will be referred to as "Vendor". The Vendor shall at its own expense, carry and maintain insurance coverage from responsible companies duly authorized to do business in the State of Florida as set forth in Insurance and Bonding Requirements of this solicitation.

The Vendor shall procure and maintain property insurance (Builder's Risk, Installation Floaters, etc.) upon the entire project, if required, to the full insurable value of the scope of work. The City and the Vendor waive against each other and the City's separate Vendors, Contractors, Design Consultants, Subcontractors, agents and employees of each and all of them, all damages covered by property insurance provided herein, except such rights as they may have to the proceeds of such insurance. The Vendor and City shall, where appropriate, require similar waivers of subrogation from the City's separate Vendors, Design Consultants and Subcontractors and shall require each of them to include similar waivers in their contracts. All deductibles for property insurance procured by the Vendor shall be the responsibility of the Vendor.

Certificates issued as a result of the award of this solicitation must identify: "For any and all work performed on behalf of the City of Clewiston."

The General Liability Policy provided by Vendor to meet the requirements of this solicitation shall name the City of Clewiston, Florida, as an additional insured including completed operations (and products if applicable). The policy shall be endorsed to be primary to any similar coverage carried by the City.

The Certificate Holder shall be named as: City of Clewiston. The Certificates of Insurance must state the Contract Number, or Project Number, or specific project description, or must read: "For any and all work performed on behalf of the City of Clewiston."

The amounts and types of insurance coverage shall conform to the minimum requirements set forth in Insurance and Bonding Requirements with the use of Insurance Services Office (ISO) forms and endorsements or their equivalents. If Vendor has any self-insured retentions or deductibles under any of the below listed minimum required coverage, Vendor must identify on the Certificate of Insurance the nature and amount of such self-insured retentions or deductibles and provide satisfactory evidence of financial responsibility for such obligations. All self-insured retentions or deductibles will be Vendor's sole responsibility.

Coverage(s) shall be maintained without interruption from the date of commencement of the work until at least thirty (30) days beyond the date of completion or warranty period, whichever is greater, or otherwise as specified in this solicitation if longer.

The Vendor and/or its insurance carrier shall provide thirty (30) days written notice to the City of policy cancellation or non-renewal on the part of the insurance carrier or the Vendor except for non-payment which shall be ten (10) days. The Vendor shall also notify the City, in a like manner, within twenty-four (24) hours after receipt, of any notices of expiration, cancellation, non-renewal or material change in coverage or limits received by Vendor from its insurer and nothing contained herein shall relieve Vendor of this requirement to provide notice.

Should at any time the Vendor not maintain the insurance coverage(s) required herein, the City may terminate the Agreement or at its sole discretion shall be authorized to purchase such coverage(s) and charge the Vendor for such coverage(s) purchased. If Vendor fails to reimburse the City for such costs within thirty (30) days after demand, the City has the right to offset these costs from any amount due Vendor under this Agreement or any other agreement between the City and Vendor. The City shall be under no obligation to purchase such insurance, nor shall it be responsible for the coverage(s) purchased or the insurance company or companies used. The decision of the City to purchase such insurance coverage(s) shall in no way be construed to be a waiver of any of its rights under the Contract Documents.

If the initial or any subsequently issued Certificate of Insurance expires prior to the completion of the scope of work, the Vendor shall furnish to the City renewal or replacement Certificate(s) of Insurance not later than ten (10) calendar days after the expiration date on the certificate. Failure of the Vendor to provide the City with such renewal certificate(s) shall be considered justification for the City to terminate any and all contracts.

ARTICLE 14.00-DUTIES AND OBLIGATIONS IMPOSED ON THE CONSULTANT

The duties and obligations imposed upon the Consultant by this Agreement and the rights and remedies available hereunder shall be in addition to, and not a limitation of, any otherwise imposed or available by law or statute.

ARTICLE 15.00-REPRESENTATION OF THE CITY

The Consultant in providing and performing the services and work required pursuant to this Agreement thereto shall only represent the City in this manner and to the extent specifically set forth in writing in this Agreement or thereto, and as provided in any written change order(s) and supplemental task authorization(s) issued thereunder.

In the event the Consultant's services or work involves construction contract administrative support services, the Consultant is not authorized to act on the City's behalf, and shall not act on the City's behalf, in such a manner as to result in change(s) to (1) the cost or compensation to be paid the construction contractor; or (2) the time for completing the work as required and agreed to in the construction contract; or (3) the scope of the work set forth in the construction contract documents, unless such representation is specifically provided for, set forth and authorized in this Agreement or thereto.

The City will neither assume nor accept any obligation, commitment, responsibility or liability which may result from representation by the Consultant not specifically provided for and authorized as stated hereinabove.

ARTICLE 16.00-OWNERSHIP OF DOCUMENTS

All final documents such as drawings, tracings, notes, computer files, photographs, plans, specifications, maps, evaluations, reports and other records and data relating to this project, other than working papers, specifically prepared or developed by the Consultant under this Agreement shall be property of the Consultant until the Consultant has been paid for providing and performing the services and work required to produce such documents.

Upon completion or termination of this Agreement, or upon the issuance by the City of a written change order deleting all or portions of the scope of services or task(s) to be provided or performed by the Consultant, all of the above documents, to the extent requested in writing by the City, shall be delivered by the Consultant to the City within seven (7) calendar days of the City making such a request. In the event the City gives the Consultant a written Notice of Termination of all or part of the services or work required, or upon the issuance to the Consultant by the City of a written change order deleting all or part of the services or work required, the Consultant shall

deliver to the City the requested documents as set forth hereinabove, with the mutual understanding and commitment by the City that compensation earned or owing to the commitment by the City that compensation earned or owing to the Consultant for services or work provided or performed by the Consultant prior to the effective date of any such termination or deletion will be paid to the Consultant within thirty (30) calendar days of the date of issuance of the notice of termination or change order.

The Consultant, at its expense, may make and retain copies of all documents delivered to the City for reference and internal use. The Consultant shall not, and agrees not to, use any of these documents, data and information contained therein on any other project or for any other client without the prior expressed written permission of the City.

Any use by the City of said documents, data and information contained therein, obtained by the City under the provisions of this Agreement for therein, obtained by the City under the provisions of this Agreement for any purpose not within the scope of this Agreement shall be at the risk of the City, and without liability to the Consultant. The City shall be liable and agrees to be liable for and shall indemnify, defend and hold the Consultant harmless for any and all claims, suits, judgments or damages, losses and expenses including court costs, expert witness and professional consultation services, and attorneys' fees arising out of the City's use of such documents in a manner contrary to the provisions set forth hereinabove. The City hereby acknowledges receipt of $10.00 (ten and no hundred dollars) and other good and valuable consideration from the Consultant which has been paid as specific consideration for the indemnification provided herein.

ARTICLE 17.00-MAINTENANCE OF RECORDS

The Consultant will keep and maintain adequate records and supporting documentation applicable to all of the services, work, information, expense, costs, invoices and materials provided and performed pursuant to the requirements of this Agreement. Said records and documentation will be retained by the Consultant for a minimum of five (5) years from the date of termination of this Agreement.

The City and its authorized agents shall, with reasonable prior notice, have the right to audit, inspect and copy all such records and documentation as often as the City deems necessary during the period of this Agreement, and during the period five (5) years thereafter; provided, however, such activity shall be conducted only during normal business hours and at the expense of the City, and provided further that to the extent provided by law the City shall retain all such records confidential.

17.01 COMPLIANCE WITH PUBLIC RECORDS LAW

The Consultant must comply with Florida public records laws, specifically to:

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

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 copied within a reasonable time at a cost that does not exceed the cost 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 requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the Contract if the Consultant does not transfer the records to the City.

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

e) The City will consider it a breach of contract should the Consultant fail to comply with any public records request.

f) A Consultant who fails to provide the public records to the City within a reasonable time may be subject to penalties under §119.10, Florida Statutes, as amended.

g) **IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS (CITY CLERK) AT: (863) 983-1484, CITY OF CLEWISTON, 115 W. Ventura Ave., Clewiston, Florida 33440, Fransheska.berrios@clewiston-fl.gov.**

h) If the Consultant is not providing the requested public records, the burden of proof is on the Consultant to show why they did not comply with the request.

ARTICLE 18.00-HEADINGS

The headings of the articles, sections, exhibits, attachments, phases or tasks as contained in this Agreement are for the purpose of convenience only and shall not be deemed to expand, limit or change the provisions contained in such articles, sections, exhibits, attachments, phases or tasks.

ARTICLE 19.00-ENTIRE AGREEMENT

This Agreement, including referenced exhibits and attachments hereto, constitutes the entire agreement between the parties hereto and shall supersede, replace and nullify any and all prior agreements or understandings, written or oral, relating to the matters set forth herein, and any such prior agreements or understandings shall have no force or effect whatever on this Agreement.

The following listed documents, which are referred to hereinbefore, are attached to and are acknowledged, understood and agreed to be an integral part of this Agreement:

Exhibit A entitled Scope of Professional Services
dated _____.

Exhibit B entitled Truth in Negotiation Certificate
dated _____.

Exhibit C entitled Insurance and Bonding Requirements
dated _____.

Exhibit D entitled Vendor's Insurance Statement
dated _____.

Exhibit E Scrutinized Companies Statement
dated _____.

ARTICLE 20.00-NOTICES AND ADDRESS OF RECORD

20.01 NOTICES BY CONSULTANT TO CITY

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

addressed to the following City address of record and sent to the attention of the City's Project Manager unless waived by City:

Mayor
City of Clewiston
115 W. Ventura Ave.
Clewiston, FL 33440

Copy: City Attorney
City of Clewiston
115 W. Ventura Ave.
Clewiston, FL 33440

20.02 NOTICES BY CITY TO CONSULTANT
All notices required and/or made pursuant to this Agreement to be given by the City to the Consultant shall be made in writing and shall be given by the United States Postal Service Department first class mail service, postage prepaid, addressed to the following Consultant's address of record unless waived by Consultant:

[Consultant]
[Address]
[Address]
Telephone Number:

ATTENTION: [Project Lead will be identified with each Task Order]
Project Director

20.03 CHANGE OF ADDRESS OF RECORD
Either party may change its address of record by written notice to the other party per above contacts.

ARTICLE 21.00-TERM
This Agreement is effective as of _____, 2026. The Agreement period is for ten (10) years with the option to renew for an additional five (5) years.

ARTICLE 22.00-TERMINATION
This Agreement may be terminated by the City at its convenience, or due to the fault of the Consultant, by the City giving thirty (30) calendar days written notice to the Consultant.

If the Consultant is adjudged bankrupt or insolvent; if it makes a general assignment for the benefit of its creditors; if a trustee or receiver is appointed for the Consultant or for any of its property; if it files a petition to take advantage of any debtor's act or to reorganize under the bankruptcy or similar laws; if it disregards the authority of the City's designated representatives; if it otherwise violates any provisions of this Agreement; or for any other just cause, the City may, without prejudice to any other right or remedy, and after giving the Consultant a thirty (30) calendar days written notice, terminate this Agreement.

In addition to the City's contractual right to terminate this Agreement in its entirety as set forth above, the City may also, at its convenience, stop, suspend, supplement or otherwise change all, or any part of, the Scope of Professional Services or the Project Guidelines and Criteria, or as such may be established by change order or supplemental task authorization. The City shall provide written notice to the Consultant in order to implement a stoppage, suspension, supplement or change.

The Consultant may request that this Agreement be terminated by submitting a written notice to the City dated not less than thirty (30) calendar days prior to the requested termination date and stating the reason(s) for such a request. However, the City reserves the right to accept or not accept the termination request submitted by the Consultant, effective unless and until Consultant is notified, in writing, by the City of its acceptance.

Notwithstanding anything to the contrary herein, if City fails to pay any amount when due hereunder and such failure continues for ten (10) days after City's receipt of written notice of nonpayment, then Consultant (1) may

retain all prior payments received from City in relation to the services (even if such services have not yet been performed) (2) cease providing services unless and until such breach is cured to Consultant's reasonable satisfaction, and (3) in addition to its other remedies at law or in equity, terminate this Agreement by written notice to City.

22.01 CONSULTANT TO DELIVER MATERIAL

Upon termination, the Consultant shall deliver to the City all papers, drawings, models, and other material in which the City has exclusive rights by virtue hereof or of any business done, or services or work performed by the Consultant on behalf of the City.

ARTICLE 23.00-AMENDMENTS

The covenants, terms and provisions set forth and contained in all of the articles to this Agreement may be amended upon the mutual acceptance thereof, in writing, by both parties to this Agreement. In the event of any conflicts between the requirements, provisions and/or terms of the Agreement and any written amendment, the requirements, provisions and/or terms of the amendment shall take precedence.

ARTICLE 24.00-MODIFICATIONS

Modifications to covenants, terms and provisions of this Agreement shall only be valid when issued in writing as a properly executed change order(s) or supplemental task authorization(s). In the event of any conflicts between the requirements, provisions, and/or terms of this Agreement and any written change order(s), and/or supplemental task authorizations, the latest executed change order(s), and/or supplemental task authorization(s) shall take precedence.

In the event the City issues a purchase order, memorandum, letter, or other instruments covering the professional services, work and materials to be provided and performed pursuant to this Agreement, it is hereby specifically agreed and understood that such purchase order, memorandum, letter or other instruments are for the City's internal control purposes only, and any and all terms, provisions and conditions contained herein, whether printed or written, shall in no way modify the covenants, terms and provisions of this Agreement and shall have no force or effect thereon.

No modification, waiver, or termination of the Agreement or of any terms thereof shall impair the rights of either party.

ARTICLE 25.00-ACCEPTANCE

Acceptance of this Agreement shall be indicated by the signature of the duly authorized representative of the hereinabove named parties in the space provided hereinafter and being attested and witnessed as indicated.

ARTICLE 26.00- CONSEQUENTIAL DAMAGES

Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither the City nor Consultant, their respective officers, directors, partners, employees, contractors, or subconsultants shall be liable to the other or shall make any claim for any incidental, indirect, or consequential damages arising out of or connected in any way to the project or to this Agreement. This mutual waiver of consequential damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation, or any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract, and breach of strict or implied warranty. Both the City and Consultant shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in this project or with this Agreement.

ARTICLE 27.00- DISPUTE RESOLUTION

The City and Consultant agree that they shall diligently pursue resolution of all disagreements within 45 days of either party's written notice using a mutually acceptable form of mediated dispute resolution prior to exercising their rights under law. Consultant shall continue to perform services for the Project and the City shall pay for such

ARTICLE 27.00- DISPUTE RESOLUTION

The City and Consultant agree that they shall diligently pursue resolution of all disagreements within 45 days of either party's written notice using a mutually acceptable form of mediated dispute resolution prior to exercising their rights under law. Consultant shall continue to perform services for the Project and the City shall pay for such services during the dispute resolution process unless the City issues a written notice to suspend work. Causes of action between the parties to this Agreement shall be deemed to have accrued and the applicable statutes of repose and/or limitation shall commence not later than the date of substantial completion.

ARTICLE 28.00- FORCE MAJEURE

Consultant shall not be liable for any damages caused by any delay that is beyond Consultant's reasonable control, including but not limited to unavoidable delays that may result from any acts of God, strikes, lockouts, wars, acts of terrorism, riots, acts of governmental authorities, extraordinary weather conditions or other natural catastrophes, or any other cause beyond the reasonable control or contemplation of either party.

ARTICLE 29.00- FLORIDA STATUTE SEC. 558.0035

PURSUANT TO F.S. SEC. 558.0035, AN INDIVIDUAL EMPLOYEE OR AGENT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.

ARTICLE 30.00 – MISCELLANEOUS STATUTORY COMPLAINCE

a) Public Entity Crimes – The City of Clewiston will comply with Florida Statute Section 287.133, including not conducting business in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO with any person or affiliate on the convicted vendor list for a period of 36 months following the date that person or affiliate was placed on the convicted vendor list unless that person or affiliate has been removed from the list.

b) Diversity, Equity, and Inclusion – Pursuant to Florida Statute Section 287.139, Consultant certifies that it does not and will not use City funds provided under this Agreement to require its employees, contractors, volunteers, vendors, or agents to ascribe to, study, or be instructed using materials relating to diversity, equity, and inclusion as defined in Sections 125.595 and 166.04971, Florida Statutes. Consultant acknowledges that this certification is a material representation upon which the City has relied in entering into this Agreement. Consultant shall immediately notify the City in writing if it becomes unable to comply with this certification during the term of the Agreement. Failure to comply with this provision shall constitute a material breach of this Agreement and may result in termination for cause, withholding of payment, or any other remedy available to the City under this Agreement or applicable law.

[This space intentionally left blank]

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have executed this Agreement effective the day and year first written above.

ATTEST:

BY: _____
CITY CLERK

DATE: _____

CITY OF CLEWISTON CITY COMMISSION

BY: _____
MAYOR

APPROVED AS TO FORM

BY: _____
CITY ATTORNEY'S OFFICE

ATTEST:

_____
(Witness)

_____
(Witness)

CORPORATE SEAL

CONSULTANT

BY: _____
(Authorized Signature)

President/Principal Engineer
(Title)

DATE: 8/3/26

EXHIBIT A

Scope of Professional Services
[Engineering Category]

Date: August 8, 2026

Basic Services

Section 1 General Scope Statement

The Consultant shall provide and perform the following professional services, which shall constitute the general scope of the basic services under the covenants, terms, and provisions of this Professional Services Agreement. The Consultant was awarded work pursuant to City of Clewiston RFQ 2026-01: Request for Qualifications for Engineering Services for [Engineering Category]; all work by Consultant under this Master Services Agreement will be subject to the scope and requirements of that solicitation.

Section 2 Tasks

Pursuant to the general scope of the basic services stated herein above, the Consultant shall perform all services and/or work necessary to pursuant to the Scope of Services for [Engineering Category] for the aforementioned solicitation. As anticipated and disclosed in the solicitation, each individual project is funding dependent, and the City will negotiate and issue task orders for each project separately.

Section 3 Rate Schedule

Consultant shall perform all services and/or work necessary pursuant to the Scope of Services for [Engineering Category] and the relevant Task Orders for the individual Project or Project(s) in accordance with Consultant's defined rate schedule attached hereto, such rate schedule setting the rates for Principles, Associates, and any costs to be attributed to City.

EXHIBIT B

Truth in Negotiation Certificate
[Engineering Category]

Date: August 8

This Certificate is executed and given by the undersigned as a condition precedent to entering into a Professional Services Agreement with the City Commission of the City of Clewiston for the project known as the Engineering Services [Engineering Category].

Before me, the undersigned authority personally appeared, who having personal knowledge as to the facts and statements contained herein after being duly sworn, deposes and states under oath that:

1. This Certificate shall be attached to and constitute an integral part of the above-mentioned Professional Master Services Agreement as provided in Truth-In-Negotiations Certificate.

2. The undersigned hereby certifies that the wage rates and other factual unit costs supporting the compensation on which this Professional Master Services Agreement is established are accurate, complete, and current on the date set forth hereinabove.

3. The truth of statements made herein may be relied upon by the City and the undersigned is fully advised of the legal effect and obligations imposed upon him by the execution of this instrument under oath.

Executed on behalf of the Party to the Professional Master Services Agreement referred to as the Consultant, doing business as:

COMPANY NAME: South Florida Engineering and Consulting LLC

BY: Thomas Conboy Thomas V Conboy

TITLE: President/Principal Engineer

The foregoing instrument was signed and acknowledged before me this 03 day of Aug, 2026

by Thomas Conboy who is personally known OR has produced _____

(Print or Type Name) (Type of Identification & Number)

as identification.

Linda L Shultz
Notary Public Signature

LINDA L. SHULTZ NOTARY PUBLIC MY COMMISSION EXPIRES 5-7-2027 STATE OF FLORIDA COMMISSION NUMBER HH 387187

Notary Commission Number/Expiration

EXHIBIT C

Insurance and Bonding Requirements

All policies shall be Best's Rated "A-"or better or subject to approval

Insurance / Bond Type	**Required Limits**
☒ Worker's Compensation	Statutory Limits of Chapter 440, Florida Statutes, and all Federal Government Statutory Limits and Requirements. ☒ **The policy shall be endorsed to provide a waiver of subrogation in favor of the City.** NOTE: Any "non-construction industry" company employing more than 3 employees (not including a sole proprietor owner) must have workers' compensation coverage. ALL "construction industry" (as defined by FL Rule # 69L-6.021) companies with ANY employees must have coverage or if no statutory employees, then up to three officers or a sole proprietor MUST have a current exemption certificate from the Division of Workers' Compensation on file.
☒ Employer's Liability	$1,000,000 single limit per occurrence (Workers' Compensation Part B)
☒ Commercial General Liability (Occurrence Form) patterned after the current ISO form	Bodily Injury and Property Damage ☒ $1,000,000 per occurrence, $1,000,000 aggregate (Per Project) for Bodily Injury Liability and Property Damage Liability. This shall include Premises and Operations; Independent Contractors; Products and Completed Operations and Contractual Liability.
☒ Indemnification	Consistent with the provisions of §725.08, Florida Statutes, as amended, the Consultant agrees to indemnify hold harmless the City of Clewiston, its officers and employees from any and all liabilities, damages, losses and costs, including, but not limited to, reasonable attorneys' fees to the extent caused by the negligence recklessness, or intentional wrongful conduct of the Consultant and other persons employed or utilized by the Consultant, including, but not limited to its subconsultants, subcontractors, materialmen, in the performance of this contract, including any Change Orders or Supplemental Task Authorizations. Consistent with §768.28, Florida Statutes, as amended, the City of Clewiston agrees that the Consultant will not be liable for damages arising out of the negligence of the City of Clewiston, its officers, or employees.
☒ Automobile Liability	☒ $ 1,000,000 Each Occurrence; Bodily Injury & Property Damage. Owned/Non-owned/Hired; Automobile Included
☒ Other insurance as noted:	☐ Watercraft $ _____ Per Occurrence ☐ United States Longshoreman's and Harbor Worker's Act coverage shall be maintained where applicable to the completion of the work. **STATUTORY**

	☐ Maritime Coverage (Jones Act) shall be maintained where applicable to the completion of the work. $ _____ Per Occurrence ☐ Property Insurance (Or Builder's Risk) **Full insurable value of the scope of the work** ☐ Pollution $ _____ Per Occurrence ☒ Professional Liability $1,000,000 per claim and in the aggregate ☐ Umbrella Excess $ _____ Per Occurrence
☐ Bid bond	Shall be submitted with proposal response in the form of certified funds, cashiers' check or an irrevocable letter of credit, a cash bond posted with the City Clerk, or proposal bond in a sum equal to 5% of the cost proposal. All checks shall be made payable to the City of Clewiston on a bank or trust company located in the State of Florida and insured by the Federal Deposit Insurance Corporation.
☐ Performance and Payment Bonds	If the box is checked for a project less than $200,000, a performance bond will be required. For projects in excess of $200,000, bonds shall be submitted with the executed contract by Proposers receiving award, and written for 100% of the Contract award amount, the cost borne by the Proposer receiving an award. The Performance and Payment Bonds shall be underwritten by a surety authorized to do business in the State of Florida and otherwise acceptable to Owner; provided, however, the surety shall be rated as "A-" or better as to general policy holders rating and Class V or higher rating as to financial size category and the amount required shall not exceed 5% of the reported policy holder's surplus, all as reported in the most current Best Key Rating Guide, published by A.M. Best Company, Inc. of 75 Fulton Street, New York, New York 10038. **Per §255.05, Florida Statutes, as amended, the Contractor shall provide a certified copy of the recorded bond to the City.**

☒ Vendor shall require that all subcontractors comply with the same insurance requirements that he is required to meet. The same Vendor shall provide City with certificates of insurance meeting the required insurance provisions.

☒ The City of Clewiston must be named as **"ADDITIONAL INSURED, INCLUDING PRODUCTS AND COMPLETED OPERATIONS"** on the Insurance Certificate for Commercial General Liability.

☒ The Certificate Holder shall be named as the City of Clewiston. The Certificates of Insurance must state the Contract Number, or Project Number, or specific Project description, or must read: "For any and all work performed on behalf of the City of Clewiston."

☒ **Thirty (30) Days Cancellation Notice (Except for Non-Payment of Premium which is ten (10) days)** Provided by the Insurance Carrier and/or the Vendor.

Policy shall be endorsed for Thirty (30) Days' Notice of Cancellation by the Insurance Carrier and a copy of the endorsement provided to the City of Clewiston.

EXHIBIT D

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion

Vendor Covered Transactions

(1) The prospective vendor certifies, by submission of this Annual Agreement, that neither it nor its principles are presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the vendor is unable to certify the above statement, the prospective vendor shall attach an explanation to this form.

VENDOR

South Florida Engineering and Consulting LLC
Company Name

08-2496606
DUNS Number

Thomas V Conboy
Signature

8/3/26
Date

Thomas Conboy - President/Principal Engineer
Print Name and Title

30 S M St.
Street Address

Lake Worth Beach, FL 33460
City, State, Zip

For City of Clewiston use only

To access the debarment search: https://www.sam.gov/SAM/ > Search Records tab > Enter DUNS number > Click Search

Company: [ ] is debarred [ ] is not debarred

Verified by: _____ Date: _____
Name

EXHIBIT E

Scrutinized Companies Statement

SWORN STATEMENT UNDER SECTION 287.135(5), FLORIDA STATUTES: THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted with Bid, Proposal, Quote, or Contract Number RFQ 2026-01, for Engineering Services for [Engineering Category].

2. This sworn statement is submitted by South Florida Engineering and Consulting LLC whose business
[Name of entity submitting sworn statement]

address is 30 S M St. Lake Worth Beach, FL 33460 and (if

applicable) its Federal Employer Identification Number (FEIN) is 453615800 (If the entity has no

FEIN, include the Social Security Number of the individual signing this sworn statement: _____.

3. My name is Thomas Conboy and my relationship to the above is
[Please print name of individual signing]

President/Principal Engineer.

4. I understand that "awarding body" as defined in section 287.135(1) (a), Florida Statutes, means, for purposes of state contracts, an agency or the department, and for purposes of local contracts, the governing body of the local governmental entity.

5. I understand that "Boycott of Israel" as defined in section 287.135(1) (b), Florida Statutes, has the same meaning as defined in s. 215.4725.

6. I understand that "business operations" as defined in section 287.135(1) (c), Florida Statutes, means, for purposes specifically related to Cuba or Syria, engaging in commerce in any form in Cuba or Syria, including, but not limited to, acquiring, developing, maintaining, owning, selling, possessing, leasing, or operating equipment, facilities, personnel, products, services, personal property, real property, military equipment, or any other apparatus of business or commerce.

7. I understand that "local governmental entity" as defined in section 287.135(1) (d) means a county, municipality, special district, or other political subdivision of the state.

8. Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement.

[ ] Scrutinized Companies that Boycott Israel List (bid, proposal or contract renewal for any amount)
[X] The entity submitting this sworn statement is not on the Scrutinized Companies that Boycott Israel List.
[ ] The entity submitting this sworn statement is on the Scrutinized Companies that Boycott Israel List.

[ ] Scrutinized Companies with Activities in Sudan List (bid, proposal or contract renewal for $1

Million or more)

[X] The entity submitting this sworn statement is not on the Scrutinized Companies with Activities in Sudan List.

[ ] The entity submitting this sworn statement is on the Scrutinized Companies with Activities in Sudan List.

[ ] Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List (bid, proposal or contract renewal for $1 Million or more)

[X] The entity submitting this sworn statement is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

[ ] The entity submitting this sworn statement is on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

[ ] Business Operations in Cuba or Syria (bid, proposal or contract renewal for $1 Million or more)

[X] The entity submitting this sworn statement does not have business operations in Cuba or Syria.

[ ] The entity submitting this sworn statement does have business operations in Cuba or Syria.

The City will follow §287.135, Florida Statutes, as amended. If the City determines this Vendor has been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel after the contract is executed, the contract may be terminated by the City by written notification. If the City determines this Vendor is found to have submitted a false certification, placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or been engaged in business operations with Cuba or Syria, the City shall notify the Vendor of its determination by written notification.

By the signature(s) below, I/we, the undersigned, as authorized signatory to commit the firm, certify that the information as provided in this attachment, Scrutinized Companies Statement, is truthful and correct at the time of submission.

Thomas V Conboy
AFFIANT

Thomas Conboy
Typed Name of AFFIANT

President/Principal Engineer
Title

STATE OF Florida COUNTY OF Palm Beach

The foregoing instrument was executed before me this 03 day of Aug, 2026,

by Thomas Conboy as President/Principal Engineer of South Florida Engineering Consulting LLC, who personally swore or affirmed that he/she is authorized to execute this document and thereby bind the Corporation, and who is personally known to me OR has produced _____ as identification.

(stamp)

LINDA L. SHULTZ NOTARY PUBLIC MY COMMISSION EXPIRES 5-7-2027 STATE OF FLORIDA COMMISSION NUMBER HH 387874

Linda L Shultz
NOTARY PUBLIC, State of Florida

For City of Clewiston use only

To access the lists: http://www.sbafla.com/fsb/ > Funds We Manage tab > FRS Pension Plan - Global Governance Mandates > Global Governance Mandate Quarterly Reports > most current quarter

Scrutinized Companies that Boycott Israel List:
[ ] entity is **NOT** on list [ ] entity is on list

Scrutinized Companies with Activities in Sudan List:
[ ] entity is **NOT** on list [ ] entity is on list

Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List:
[ ] entity is **NOT** on list [ ] entity is on list

Business Operations in Cuba or Syria:
[ ] entity is **NOT** on list [ ] entity is on list

Verified by:_____
Date:_____
Print Name

EXHIBIT F

Human Trafficking Affidavit – Florida Statute Section 787.06

SWORN STATEMENT UNDER SECTION 787.06(14), FLORIDA STATUTES: THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted with Bid, Proposal, Quote, or Agreement for RFQ 2026-01, for Engineering Services for [Engineering Category].

2. This sworn statement is submitted by South Florida Engineering and Consulting LLC whose business
[Name of entity submitting sworn statement]

address is 30 S M Street, Lake Worth Beach, FL 33460 and (if applicable) its Federal Employer Identification Number (FEIN) is 45-3615800.

3. My name is Thomas Conboy and my relationship to the above is
[Please print name of individual signing]

_____.

4. The non-governmental entity submitting this sworn statement does not use coercion for labor or services as defined in Florida Statute Section 787.06.

5. I understand that the City of Clewiston is relying upon this sworn statement and that failure to comply with the representations herein shall constitute a material breach of this Agreement and result in termination for cause.

By the signature(s) below, I/we, the undersigned, as authorized signatory to commit the firm, certify that the information as provided in this attachment, Human Trafficking Affidavit, is truthful and correct at the time of submission.

Thomas V Conboy
AFFIANT

Thomas Conboy
Typed Name of AFFIANT

President/Principal Engineer
Title

STATE OF Florida COUNTY OF Palm Beach

The foregoing instrument was executed before me this 6 day of August, 2026, by Thomas V. Conboy P.E. as President of South Florida Engineering & Consulting LLC who personally swore or affirmed that he/she is authorized to execute this document and thereby bind the Corporation, and who is personally known to me OR has produced _____ as identification.

(stamp)

Notary Public State of Florida
Jennifer L. Hesser
My Commission HH 524783
Expires 5/7/2028

Jennifer L. Hesser
NOTARY PUBLIC, State of Florida

Job Title/Description	Prime Contractor Name: South Florida Engineering and Consulting LLC
Administrative Assistant	$ 86.90
CADD Technician	$ 112.00
Engineer Intern	$ 132.00
GIS Technician	$ 119.00
Principal	$ 212.00
Principal (Licensed)	$ 212.00
Professional Engineer	$ 166.04
Modeler (Level 1)	$ 132.00
Modeler (Level 2)	$ 202.40
Principal Modeler	$ 245.00
Project Manager	$ 181.50
Project Manager (Licensed)	$ 190.00
Eng. Field Inspector	$ 132.00
Scientist	$ 119.90
Staff Scientist	$ 132.00
Sr. Scientist	$ 155.33
Lead Scientist	$ 181.50
Principal Scientist	$ 212.00
Sr. Administrative Assistant	$ 103.00
Sr. CADD Technician	$ 132.00
Sr. Professional Engineer	$ 216.46
Sr. Project Manager	$ 216.46
Sr. Project Manager (Licensed)	$ 216.46
Sr. Technician	$ 97.90
Technician	$ 80.30
Technical Editor	$ 130.00
* Subconsultant rates provided upon request	

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 08/13/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Collinsworth Ins & Risk Mgmt Services In P.O. Box 661628 Miami Springs FL 33266	CONTACT NAME: Erinn E Collinsworth PHONE (A/C, No, Ext): (786) 930-4795 FAX (A/C, No): (786) 930-4794 E-MAIL ADDRESS: caitlyn@collinsworthinsurance.com
INSURED South Florida Engineering & Consulting LLC 30 S. M Street Lake Worth FL 33460 (561) 412-6997	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Scottsdale Indemnity Company — 15580 INSURER B : Berkley Ins Co — 32603 INSURER C : The Phoenix Insurance Company — 25623 INSURER D : — INSURER E : — INSURER F : —

COVERAGES CD **CERTIFICATE NUMBER:** Cert ID 19250 (41) **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
C	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [ ] OCCUR [X] GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [X] PRO-JECT [ ] LOC OTHER:	Y		660-3F011226	12/22/2025	12/22/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 1,000,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $
A	X UMBRELLA LIAB [X] OCCUR EXCESS LIAB [ ] CLAIMS-MADE DED [X] RETENTION $ 10,000			CXS4072689	12/22/2025	12/22/2026	EACH OCCURRENCE AGGREGATE	$ 1,000,000 $ 1,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $
B	Professional Liability Claims Made Basis			AES-9095876-00	12/22/2025	12/22/2027	Each Claim Annual Aggregate	$ 2,000,000 $ 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

REF: RFQ 2026-01 Library of Engineering Services for Continuing Contracts
When required by written agreement, City of Clewiston is named as Additional Insured on the General Liability.

CERTIFICATE HOLDER

City of Clewiston
115 West Ventura
Clewiston FL 33440

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Erinn E Collinsworth

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CLEWISTON POLICE DEPARTMENT

CALL HISTORY LISTING

Printed By:
TCOHENS
Printed On:
08/03/2026 10:37:44

Incident Number	Date/Time	Complaint	Location	Disposition Codes	Offense Number
CLPD26CAD015276	07/30/2026 15:05:32	ANIMAL CONTROL CALL	905 W SUGARLAND HWY	S35 Z	
PUnit: AC1 ORINA H					
CLPD26CAD015275	07/30/2026 14:47:28	ANIMAL CONTROL CALL	350 S BERNER RD	S35 Z	
PUnit: AC1 ORINA H					
CLPD26CAD015274	07/30/2026 14:07:14	ANIMAL COMPLAINT	1027 BAYBERRY LOOP	S35 Z	
PUnit: AC1 ORINA H					
CLPD26CAD015271	07/30/2026 11:36:38	ANIMAL CONTROL CALL	350 S BERNER RD	S35 Z	
PUnit: AC1 ORINA H					
CLPD26CAD015194	07/29/2026 13:25:41	ANIMAL CONTROL CALL	350 S BERNER RD	S35 Z	
PUnit: AC1 ORINA H					
CLPD26CAD015187	07/29/2026 10:39:05	ANIMAL CONTROL CALL	350 S BERNER RD	S35 Z	
PUnit: AC1 ORINA H					
CLPD26CAD015114	07/28/2026 15:12:06	ANIMAL COMPLAINT	117 S DEANE DUFF AVE	S35 Z	
PUnit: A20 MIXON C	BUnit1: AC1	BUnit2: C11	BUnit3: T01		
CLPD26CAD015112	07/28/2026 12:31:55	ANIMAL CONTROL CALL	350 S BERNER RD	S35 Z	
PUnit: AC1 ORINA H					
CLPD26CAD015104	07/28/2026 10:18:33	ANIMAL CONTROL CALL	525 E DEL MONTE AVE	S35 Z	
PUnit: AC1 ORINA H					
CLPD26CAD014892	07/25/2026 12:13:52	ANIMAL COMPLAINT	173 MARGARET ST	S35 O	
PUnit: AC1 ORINA H					
CLPD26CAD014724	07/23/2026 10:17:13	ANIMAL CONTROL CALL	525 E DEL MONTE AVE	S35 Z	
PUnit: AC1 ORINA H					
CLPD26CAD014168	07/16/2026 12:29:56	ANIMAL CONTROL CALL	500 ORCHARD PARK DR	S35 Z	
PUnit: AC1 ORINA H					
CLPD26CAD014167	07/16/2026 11:34:20	BUSY-LUNCH BREAK	410 W ARROYO AVE	S41B Z 42	
PUnit: AC1 ORINA H					
CLPD26CAD014104	07/15/2026 14:47:06	ANIMAL COMPLAINT	517 E VENTURA AVE	S35 G	
PUnit: AC1 ORINA H					
CLPD26CAD014094	07/15/2026 9:36:52	ACO-PATROL-CITY	525 E DEL MONTE AVE	S80 Z	
PUnit: AC1 ORINA H					

Total Records: 26

CLEWISTON POLICE DEPARTMENT

CALL HISTORY LISTING

Printed By
TCOHENS
Printed On
08/03/2026 10:37:45

Incident Number	Date/Time	Complaint	Location	Disposition Codes	Offense Number
CLPD26CAD014030 PUnit: AC1 ORINA H	07/14/2026 12:33:39	ANIMAL COMPLAINT	712 COMMERCIO ST	S35 K	
CLPD26CAD014025 PUnit: AC1 ORINA H	07/14/2026 9:28:50	ACO-PATROL-CITY	525 E DEL MONTE AVE	S80 Z 42	
CLPD26CAD013942 PUnit: AC1 ORINA H	07/13/2026 12:50:11	ACO-PATROL-CITY	525 E DEL MONTE AVE	S80 Z 42	
CLPD26CAD013941 PUnit: AC1 ORINA H	07/13/2026 12:42:42	ACO-PATROL-CITY	218 E ARCADE AVE	S80 Z 42	
CLPD26CAD013784 PUnit: AC1 ORINA H BUnit1: C10 BUnit2: C11 BUnit3: C20	07/11/2026 17:05:56	ANIMAL COMPLAINT	604 SABAL AVE	S35 A	**CLPD26OFF000280**
CLPD26CAD013691 PUnit: AC1 ORINA H	07/10/2026 11:17:45	BUSY-LUNCH BREAK	410 W ARROYO AVE	S80 Z	
CLPD26CAD013632 PUnit: AC1 ORINA H	07/09/2026 11:04:46	BUSY-LUNCH BREAK	410 W ARROYO AVE	S80 Z	
CLPD26CAD013609 PUnit: AC1 ORINA H	07/09/2026 7:16:47	ACO-TRANSPORT	2010 ARCADIA ST	S35T Z 0	
CLPD26CAD013480 PUnit: AC1 ORINA H	07/07/2026 12:55:01	BUSY-LUNCH BREAK	410 W ARROYO AVE +	S80 Z	
CLPD26CAD013021 PUnit: AC1 ORINA H	07/01/2026 12:46:52	ANIMAL COMPLAINT	821 E SAGAMORE AVE	S35 G	
CLPD26CAD013015 PUnit: AC1 ORINA H	07/01/2026 10:26:34	ACO-TRANSPORT	13355 CR 835	S35T Z 0	

Total Records: 26

Animals Inducted by Date and Species

Criteria:

Enter from date: 07/01/2026
Enter to date: 07/31/2026

Cat

Code	Name	Type	Brought In	By	Owner	Time On Shelter
S2026055	Misty	S (Stray Cat)	07/07/2026			3 weeks.
S2026056	Gino	S (Stray Cat)	07/08/2026			1 day.
S2026057	Regster	S (Stray Cat)	07/21/2026			1 week.
S2026058	Leroy	S (Stray Cat)	07/28/2026			4 days.
S2026059	Maize	S (Stray Cat)	07/29/2026			3 days.
S2026062	Roxanne	S (Stray Cat)	07/30/2026			2 days.
S2026061	Phantom	S (Stray Cat)	07/30/2026			2 days.
S2026060	Warren	S (Stray Cat)	07/30/2026			2 days.
S2026065	Isa	S (Stray Cat)	07/31/2026			1 day.
S2026064	Hanz	S (Stray Cat)	07/31/2026			1 day.
S2026063	Harriet	S (Stray Cat)	07/31/2026			1 day.

Total Cat: 11

Dog

Code	Name	Type	Brought In	By	Owner	Time On Shelter
A2026054	Rubin	A (Stray Dog)	07/07/2026			3 weeks.
A2026055	Tines	A (Stray Dog)	07/09/2026			1 day.
A2026057	Goldenia	A (Stray Dog)	07/10/2026			3 weeks.
A2026056	Zeppo	A (Stray Dog)	07/10/2026			3 weeks.
C2026003	Bruce	C (Aggressive Dog)	07/11/2026			3 weeks.
C2026004	Big Boy	C (Aggressive Dog)	07/11/2026			1 week.

Code	Name	Type	Brought In	By	Owner	Time On Shelter
A2026058	Shiloe	A (Stray Dog)	07/16/2026			1 week.
A2026059	Capiton	A (Stray Dog)	07/16/2026			1 week.
D2026014	Chichi	D (Dog)	07/21/2026			3 days.
U2026010	Douse	UD (Unwanted Dog)	07/31/2026			1 day.

Total Dog: 10

Total animals: 21

Report: **Auditing -> Animals Inducted by Date and Species**
Generated by Animal Shelter Manager 52u [Sat Jul 18 09:18:52 UTC 2026] at Clewiston Animal Services on 08/01/2026 by horina

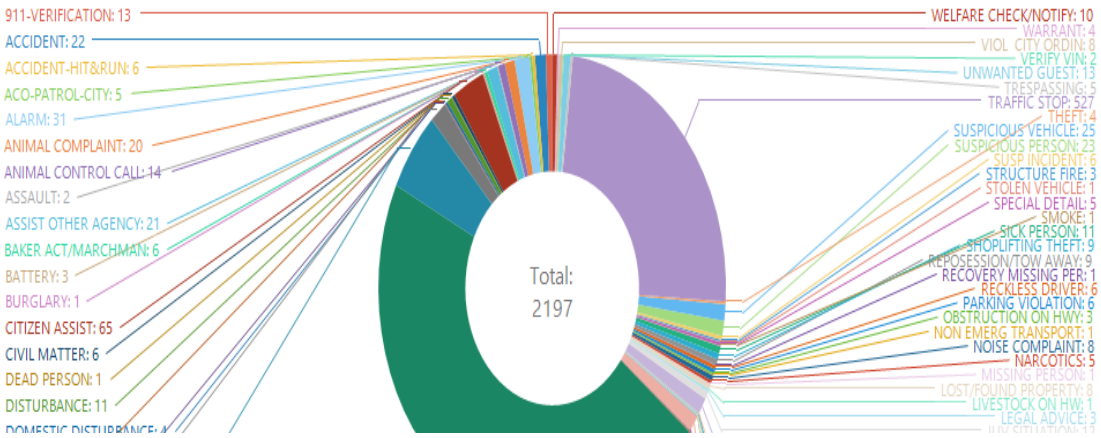
Clewiston Police Department
Monthly Report
Jul-26

COMPLANT TYPE	COUNT
911-VERIFICATION	13
ACCIDENT	22
ACCIDENT-HIT&RUN	6
ACO-PATROL-CITY	5
ALARM	31
ANIMAL COMPLAINT	20
ANIMAL CONTROL CALL	14
ASSAULT	2
ASSIST OTHER AGENCY	21
BAKER ACT/MARCHMAN	6
BATTERY	3
BURGLARY	1
CITIZEN ASSIST	65
CIVIL MATTER	6
DEAD PERSON	1
DISTURBANCE	11
DOMESTIC DISTURBANCE	4
DRUNK PED	1
ELECTRICAL FIRE	1
ESCORT:OTHER	35
EXTRA PATROL- BUSN	1027
EXTRA PATROL - RESD	122
FIGHT	2
FIREARMS COMPL	1
FOLLOW UP	25
FORG/FRAUD	2
FOUND/CONF NARC	1
HARRASS PX :	1
HAZMAT	1
ILLEGAL DUMPING	1
INFORMATION	25
JUV SITUATION	12
LEGAL ADVICE	3
LIVESTOCK ON HW	1
LOST/FOUND PROPERTY	8
MISSING PERSON	1
NARCOTICS	5
NOISE COMPLAINT	8

NON EMERG TRANSPORT	1
OBSTRUCTION ON HWY	3
PARKING VIOLATION	6
RECKLESS DRIVER	6
RECOVERY MISSING PER	1
REPOSESSION/TOW AWAY	9
SHOPLIFTING THEFT	9
SICK PERSON	11
SMOKE	1
SPECIAL DETAIL	5
STOLEN VEHICLE	1
STRUCTURE FIRE	3
SUSP INCIDENT	6
SUSPICIOUS PERSON	23
SUSPICIOUS VEHICLE	25
THEFT	4
TRAFFIC STOP	527
TRESPASSING	5
UNWANTED GUEST	13
VERIFY VIN	2
VIOL CITY ORDIN	8
WARRANT	4
WELFARE CHECK/NOTIFY	10
Total Calls	**2197**

CAD INCIDENT HISTORY BY COMPLANT TYPE

DATE RANGE: 07/01/2026 to 07/31/2026



DOMESTIC DISTURBANCE: 4
DRUNK PED: 1
ELECTRICAL FIRE: 1
ESCORT:OTHER: 35
EXTRA PATROL - RESD: 122
EXTRA PATROL- BUSN: 1027
JUV SITUATION: 12
INFORMATION: 25
ILLEGAL DUMPING: 1
HAZMAT: 1
HARRASS PX : 1
FOUND/CONF NARC: 1
FORG/FRAUD: 2
FOLLOW UP: 25
FIREARMS COMPL: 1
FIGHT: 2

CLEWISTON POLICE DEPARTMENT

CHIEF OF POLICE TICO SALGADO

Incident By Location Report

Date Range : between 7/1/2026 and 7/31/2026

Selection Criteria : Complaint(s) IN (BRUSH FIRE, STRUCTURE FIRE, UTILITIES, UTILITIES - ELECTRIC, UTILITIES - WATER), Primary Geo(s) IN (ADM, AUX, CAC, CCE, CCOM, CFD, CINV, COP, CP, CPD, EVID, EXP, K9, SDET, SRO, TRNG, UTIL, VIP)

District	Law	Grid	Complaint	PUnit	Incident Number	Offense Number	C1	C2	C3	C4	Date/Time Recvd	Date/Time Disp	Date/Time Arrive	Date/Time Close
CPD	2	D2Z1	UTILITIES - WATER	WAT	CLPD26CAD013028		S80	Z			07/01/2026 17:21	340 W EL PASO AVE [X2[CORONA ST]] x[S W C OWEN AVE] [CLEWISTON]		
CPD	2	D2Z1	UTILITIES - WATER	WAT	CLPD26CAD013028		S80	Z			07/01/2026 17:21	07/01/2026 17:31	07/01/2026 17:31	07/01/2026 17:32
Address:	340 W EL PASO AVE [X2[CORONA ST]] x[S W C OWEN AVE] [CLEWISTON]											**Elapsed Disp - Arrive:** 00:00:00	**Elapsed Arrive - Comp:** 00:00:41	
CPD	2	D2Z2	UTILITIES - ELECTRIC	ELE	CLPD26CAD013071		S17	Z			07/02/2026 10:14	516 E SAGAMORE AVE [X2[S SAN GABRIEL ST]] x[S SAN PEDRO ST] [CLEWISTON]		
CPD	2	D2Z2	UTILITIES - ELECTRIC	ELE	CLPD26CAD013071		S17	Z			07/02/2026 10:14	07/02/2026 10:14		07/02/2026 13:04
Address:	516 E SAGAMORE AVE [X2[S SAN GABRIEL ST]] x[S SAN PEDRO ST] [CLEWISTON]											**Elapsed Disp - Arrive:**	**Elapsed Arrive - Comp:**	
CPD	2	D2Z2	UTILITIES - WATER	WAT	CLPD26CAD013154		S17	Z			07/03/2026 09:46	307 E SUGARLAND HWY [CAFE TROPICAL X2[SAN BENITO ST]] x[S DEANE DUFF AVE] [C		
CPD	2	D2Z2	UTILITIES - WATER	WAT	CLPD26CAD013154		S17	Z			07/03/2026 09:46	07/03/2026 09:46		07/03/2026 11:12
Address:	307 E SUGARLAND HWY [CAFE TROPICAL X2[SAN BENITO ST]] x[S DEANE DUFF AVE] [C											**Elapsed Disp - Arrive:**	**Elapsed Arrive - Comp:**	
CP	02		UTILITIES - WATER	WAT	CLPD26CAD013180		S80	Z			07/03/2026 18:36	700 E VENTURA AVE [ROYAL PALM MHP X2[S SAN JOSE]] x[S FRANCISCO] [CLEWISTON]		
CP	02		UTILITIES - WATER	WAT	CLPD26CAD013180		S80	Z			07/03/2026 18:36	07/03/2026 18:52		07/03/2026 18:52
Address:	700 E VENTURA AVE [ROYAL PALM MHP X2[S SAN JOSE]] x[S FRANCISCO] [CLEWISTON]											**Elapsed Disp - Arrive:**	**Elapsed Arrive - Comp:**	
CPD	2	D2Z2	UTILITIES - WATER	WAT	CLPD26CAD013186		S80	Z			07/03/2026 20:57	440 E PASADENA AVE [X2[N SAN PEDRO ST]] x[E ARCADE AVE] [CLEWISTON]		
CPD	2	D2Z2	UTILITIES - WATER	WAT	CLPD26CAD013186		S80	Z			07/03/2026 20:57	07/03/2026 21:00		07/03/2026 21:00
Address:	440 E PASADENA AVE [X2[N SAN PEDRO ST]] x[E ARCADE AVE] [CLEWISTON]											**Elapsed Disp - Arrive:**	**Elapsed Arrive - Comp:**	
CPD	2	D2Z1	UTILITIES - ELECTRIC	ELE	CLPD26CAD013334		S17	Z			07/05/2026 18:49	1047 BAYBERRY LOOP [X2[SAWGRASS ST]] x[POPASH CIR] [CLEWISTON]		
CPD	2	D2Z1	UTILITIES - ELECTRIC	ELE	CLPD26CAD013334		S17	Z			07/05/2026 18:49	07/05/2026 19:25		07/05/2026 23:48
Address:	1047 BAYBERRY LOOP [X2[SAWGRASS ST]] x[POPASH CIR] [CLEWISTON]											**Elapsed Disp - Arrive:**	**Elapsed Arrive - Comp:**	
CPD			UTILITIES - ELECTRIC	ELE	CLPD26CAD013356		S17	Z			07/05/2026 20:18	920 E DEL MONTE AVE [ROLAND MARTIN'S MARINA RV PARK] x[N SAN DIEGO ST] [CLEW		
CPD			UTILITIES - ELECTRIC	ELE	CLPD26CAD013356		S17	Z			07/05/2026 20:18	07/05/2026 20:36		07/05/2026 23:48
Address:	920 E DEL MONTE AVE [ROLAND MARTIN'S MARINA RV PARK] x[N SAN DIEGO ST] [CLEW											**Elapsed Disp - Arrive:**	**Elapsed Arrive - Comp:**	
CPD	2	D2Z1	UTILITIES - ELECTRIC	ELE	CLPD26CAD013358		S17	Z			07/05/2026 21:24	252 W ARROYO AVE [X2[OLYMPIA ST]] x[S W C OWEN AVE] [CLEWISTON]		
CPD	2	D2Z1	UTILITIES - ELECTRIC	ELE	CLPD26CAD013358		S17	Z			07/05/2026 21:24	07/05/2026 21:29		07/05/2026 23:47
Address:	252 W ARROYO AVE [X2[OLYMPIA ST]] x[S W C OWEN AVE] [CLEWISTON]											**Elapsed Disp - Arrive:**	**Elapsed Arrive - Comp:**	
CPD	2	D2Z1	UTILITIES - WATER	WAT	CLPD26CAD013395		S17	Z			07/06/2026 09:51	955 W SUGARLAND HWY [BEALLS OUTLET STORE X2[S BERNER RD]] x[S BERNER RD] [CL		

Incident By Location Report

District	Law	Grid	Complaint	PUnit	Incident Number	Offense Number	C1	C2	C3	C4	Date/Time Recvd	Date/Time Disp	Date/Time Arrive	Date/Time Close
District	**Law**	**Grid**	**Complaint**	**PUnit**	**Incident Number**	**Offense Number**	C1	C2	C3	C4	**Date/Time Recvd**	**Address**		
CPD	2	D2Z1	UTILITIES - WATER	WAT	CLPD26CAD013395		S17	Z			07/06/2026 09:51	07/06/2026 09:51		07/06/2026 11:34
Address:	955 W SUGARLAND HWY [BEALLS OUTLET STORE X2[S BERNER RD]] x[S BERNER RD] [CL											**Elapsed Disp - Arrive:**	**Elapsed Arrive - Comp:**	
CPD	2	D2Z1	UTILITIES - WATER	WAT	CLPD26CAD013409		S17	G			07/06/2026 17:40	222 E SUGARLAND CIR x[S BERNER RD] [CLEWISTON]		
CPD	2	D2Z1	UTILITIES - WATER	WAT	CLPD26CAD013409		S17	G			07/06/2026 17:40	07/06/2026 17:41	07/06/2026 19:05	07/06/2026 19:47
Address:	222 E SUGARLAND CIR x[S BERNER RD] [CLEWISTON]											**Elapsed Disp - Arrive:**	01:24:37	**Elapsed Arrive - Comp:** 00:41:57
CPD	2	D2Z2	UTILITIES - WATER	WAT	CLPD26CAD013418		S17	Z			07/06/2026 20:19	724 E SAGAMORE AVE [X2[S FRANCISCO ST]] x[S SAN JOSE ST] [CLEWISTON]		
CPD	2	D2Z2	UTILITIES - WATER	WAT	CLPD26CAD013418		S17	Z			07/06/2026 20:19	07/06/2026 20:37	07/06/2026 21:20	07/06/2026 21:20
Address:	724 E SAGAMORE AVE [X2[S FRANCISCO ST]] x[S SAN JOSE ST] [CLEWISTON]											**Elapsed Disp - Arrive:**	00:42:56	**Elapsed Arrive - Comp:** 00:00:05
CPD	2	D2Z1	UTILITIES - WATER	WAT	CLPD26CAD013427		S17	Z			07/06/2026 22:09	222 E SUGARLAND CIR x[S BERNER RD] [CLEWISTON]		
CPD	2	D2Z1	UTILITIES - WATER	WAT	CLPD26CAD013427		S17	Z			07/06/2026 22:09	07/06/2026 22:12	07/07/2026 00:04	07/07/2026 00:04
Address:	222 E SUGARLAND CIR x[S BERNER RD] [CLEWISTON]											**Elapsed Disp - Arrive:**	01:51:49	**Elapsed Arrive - Comp:** 00:00:08
CPD	2	D2Z1	UTILITIES - WATER	WAT	CLPD26CAD013465		S17	Z			07/07/2026 07:08	957 W SUGARLAND HWY [CLEWISTON GOODWILL X2[N BERNER RD]] x[N LOPEZ ST] [CLEW		
CPD	2	D2Z1	UTILITIES - WATER	WAT	CLPD26CAD013465		S17	Z			07/07/2026 07:08	07/07/2026 07:09		07/07/2026 10:56
Address:	957 W SUGARLAND HWY [CLEWISTON GOODWILL X2[N BERNER RD]] x[N LOPEZ ST] [CLEW											**Elapsed Disp - Arrive:**	**Elapsed Arrive - Comp:**	
CPD	2	D2Z2	UTILITIES - ELECTRIC	ELE	CLPD26CAD013466		S17	Z			07/07/2026 07:08	1501 S FRANCISCO ST [CLEWISTON HIGH SCHOOL X2[SONORA AVE]] x[BOWDEN RD] [CLE		
CPD	2	D2Z2	UTILITIES - ELECTRIC	ELE	CLPD26CAD013466		S17	Z			07/07/2026 07:08	07/07/2026 07:10		07/07/2026 08:00
Address:	1501 S FRANCISCO ST [CLEWISTON HIGH SCHOOL X2[SONORA AVE]] x[BOWDEN RD] [CLE											**Elapsed Disp - Arrive:**	**Elapsed Arrive - Comp:**	
CPD	2	D2Z2	UTILITIES - WATER	WAT	CLPD26CAD013492		S80	Z			07/07/2026 18:17	401 E ALVERDEZ AVE [X2[S SAN PEDRO ST]] x[SAN BENITO ST] [CLEWISTON]		
CPD	2	D2Z2	UTILITIES - WATER	WAT	CLPD26CAD013492		S80	Z			07/07/2026 18:17	07/07/2026 23:06		07/07/2026 23:07
Address:	401 E ALVERDEZ AVE [X2[S SAN PEDRO ST]] x[SAN BENITO ST] [CLEWISTON]											**Elapsed Disp - Arrive:**	**Elapsed Arrive - Comp:**	
CPD	2	D2Z1	UTILITIES - ELECTRIC	ELE	CLPD26CAD013585		S80	Z			07/08/2026 17:13	400 W EL PASO AVE [X2[OLYMPIA ST]] x[CORONA ST] [CLEWISTON]		
CPD	2	D2Z1	UTILITIES - ELECTRIC	ELE	CLPD26CAD013585		S80	Z			07/08/2026 17:13	07/08/2026 17:15		07/08/2026 17:50
Address:	400 W EL PASO AVE [X2[OLYMPIA ST]] x[CORONA ST] [CLEWISTON]											**Elapsed Disp - Arrive:**	**Elapsed Arrive - Comp:**	
CPD	2	D2Z2	UTILITIES - WATER	WAT	CLPD26CAD013722		S80	Z			07/10/2026 20:32	609 BOWDEN RD [X2[SEMINOLE AVE]] x[WATER OAK AVE] [CLEWISTON]		
CPD	2	D2Z2	UTILITIES - WATER	WAT	CLPD26CAD013722		S80	Z			07/10/2026 20:32	07/10/2026 20:36	07/10/2026 20:36	07/10/2026 20:36
Address:	609 BOWDEN RD [X2[SEMINOLE AVE]] x[WATER OAK AVE] [CLEWISTON]											**Elapsed Disp - Arrive:**	00:00:00	**Elapsed Arrive - Comp:** 00:00:25
CPD	2	D2Z1	UTILITIES - ELECTRIC	ELE	CLPD26CAD013768		S17	Z			07/11/2026 08:19	520 PONCE DE LEON AVE [X2[W CRESCENT DR]] x[W ARCADE AVE] [CLEWISTON]		
CPD	2	D2Z1	UTILITIES - ELECTRIC	ELE	CLPD26CAD013768		S17	Z			07/11/2026 08:19	07/11/2026 08:24	07/11/2026 11:41	07/11/2026 11:41
Address:	520 PONCE DE LEON AVE [X2[W CRESCENT DR]] x[W ARCADE AVE] [CLEWISTON]											**Elapsed Disp - Arrive:**	03:17:10	**Elapsed Arrive - Comp:** 00:00:03
CPD	2	D2Z1	UTILITIES - WATER	WAT	CLPD26CAD013772		S17	Z			07/11/2026 10:58	345 W VENTURA AVE [X2[CORONA ST]] x[S W C OWEN AVE] [CLEWISTON]		
CPD	2	D2Z1	UTILITIES - WATER	WAT	CLPD26CAD013772		S17	Z			07/11/2026 10:58	07/11/2026 11:01	07/11/2026 11:20	07/11/2026 11:41
Address:	345 W VENTURA AVE [X2[CORONA ST]] x[S W C OWEN AVE] [CLEWISTON]											**Elapsed Disp - Arrive:**	00:18:56	**Elapsed Arrive - Comp:** 00:21:07
CPD	2	D2Z2	UTILITIES - WATER	WAT	CLPD26CAD013833		S17	Z			07/12/2026 09:48	609 BOWDEN RD [X2[SEMINOLE AVE]] x[WATER OAK AVE] [CLEWISTON]		
CPD	2	D2Z2	UTILITIES - WATER	WAT	CLPD26CAD013833		S17	Z			07/12/2026 09:48	07/12/2026 09:50	07/12/2026 10:51	07/12/2026 10:51
Address:	609 BOWDEN RD [X2[SEMINOLE AVE]] x[WATER OAK AVE] [CLEWISTON]											**Elapsed Disp - Arrive:**	01:01:28	**Elapsed Arrive - Comp:** 00:00:04
CPD	2	D2Z2	UTILITIES - ELECTRIC	ELE	CLPD26CAD013878		S17	Z			07/12/2026 18:50	500 S FRANCISCO ST [EVERGLADES MHP X2[E OBISPO AVE]] x[E ALVERDEZ AVE] [CLEW		

Incident By Location Report

District	Law	Grid	Complaint	PUnit	Incident Number	Offense Number	C1	C2	C3	C4	Date/Time Recvd	Date/Time Disp	Date/Time Arrive	Date/Time Close
District	**Law**	**Grid**	**Complaint**	**PUnit**	**Incident Number**	**Offense Number**	C1	C2	C3	C4	**Date/Time Recvd**	**Address**		
CPD	2	D2Z2	UTILITIES - ELECTRIC	ELE	CLPD26CAD013878		S17	Z			07/12/2026 18:50	07/12/2026 18:52		07/12/2026 21:14
Address:	500 S FRANCISCO ST [EVERGLADES MHP X2[E OBISPO AVE]] x[E ALVERDEZ AVE] [CLEW											**Elapsed Disp - Arrive:**	**Elapsed Arrive - Comp:**	
CPD	2		UTILITIES - ELECTRIC	ELE	CLPD26CAD013888		S17	Z			07/12/2026 21:56	707 HOOVER DIKE RD [BASS CAPITAL CONDOS] x[N FRANCISCO ST] [CLEWISTON]		
CPD	2		UTILITIES - ELECTRIC	ELE	CLPD26CAD013888		S17	Z			07/12/2026 21:56	07/12/2026 21:57	07/12/2026 22:15	07/13/2026 06:05
Address:	707 HOOVER DIKE RD [BASS CAPITAL CONDOS] x[N FRANCISCO ST] [CLEWISTON]											**Elapsed Disp - Arrive:** 00:17:38	**Elapsed Arrive - Comp:** 07:50:18	
CPD	2	D2Z2	UTILITIES - ELECTRIC	ELE	CLPD26CAD014248		S80	Z			07/17/2026 17:37	106 W VENTURA AVE [STOP AND SHOP WEST X2[COM MERCIO ST]] x[CENTRAL AVE] [CLEW		
CPD	2	D2Z2	UTILITIES - ELECTRIC	ELE	CLPD26CAD014248		S80	Z			07/17/2026 17:37	07/17/2026 17:58		07/17/2026 19:09
Address:	106 W VENTURA AVE [STOP AND SHOP WEST X2[COMMERCIO ST]] x[CENTRAL AVE] [CLEW											**Elapsed Disp - Arrive:**	**Elapsed Arrive - Comp:**	
CPD	2	D2Z2	UTILITIES - ELECTRIC	ELE	CLPD26CAD014254		S80	Z			07/17/2026 19:15	115 N SAN PEDRO ST [X2[E CIRCLE DR]] x[E SUGARLAND HWY] [CLEWISTON]		
CPD	2	D2Z2	UTILITIES - ELECTRIC	ELE	CLPD26CAD014254		S80	Z			07/17/2026 19:15	07/17/2026 19:21	07/17/2026 19:21	07/17/2026 19:39
Address:	115 N SAN PEDRO ST [X2[E CIRCLE DR]] x[E SUGARLAND HWY] [CLEWISTON]											**Elapsed Disp - Arrive:** 00:00:05	**Elapsed Arrive - Comp:** 00:17:55	
CPD	2	D2Z1	UTILITIES - ELECTRIC	ELE	CLPD26CAD014418		S80	Z			07/19/2026 12:12	320 W OBISPO AVE [X2[CORONA ST]] x[S W C OWEN AVE] [CLEWISTON]		
CPD	2	D2Z1	UTILITIES - ELECTRIC	ELE	CLPD26CAD014418		S80	Z			07/19/2026 12:12	07/19/2026 12:23		07/19/2026 12:23
Address:	320 W OBISPO AVE [X2[CORONA ST]] x[S W C OWEN AVE] [CLEWISTON]											**Elapsed Disp - Arrive:**	**Elapsed Arrive - Comp:**	
CPD	2	D2Z2	UTILITIES - ELECTRIC	ELE	CLPD26CAD014447		S17	Z			07/19/2026 20:37	841 E VENTURA AVE [X2[S SAN DIEGO ST]] x[S FRANCISCO ST] [CLEWISTON]		
CPD	2	D2Z2	UTILITIES - ELECTRIC	ELE	CLPD26CAD014447		S17	Z			07/19/2026 20:37	07/19/2026 20:47		07/19/2026 21:48
Address:	841 E VENTURA AVE [X2[S SAN DIEGO ST]] x[S FRANCISCO ST] [CLEWISTON]											**Elapsed Disp - Arrive:**	**Elapsed Arrive - Comp:**	
CPD	2	D2Z2	STRUCTURE FIRE	A20	CLPD26CAD014651		S25S	F			07/22/2026 17:33	309 S SAN PEDRO ST [X2[E TRINIDAD AVE]] x[E VENTURA AVE] [CLEWISTON]		
CPD	2	D2Z2	STRUCTURE FIRE	A20	CLPD26CAD014651		S25S	F			07/22/2026 17:33	07/22/2026 17:40	07/22/2026 17:42	07/22/2026 17:49
Address:	309 S SAN PEDRO ST [X2[E TRINIDAD AVE]] x[E VENTURA AVE] [CLEWISTON]											**Elapsed Disp - Arrive:** 00:02:47	**Elapsed Arrive - Comp:** 00:06:15	
CP	02		STRUCTURE FIRE	C10	CLPD26CAD014802	CLPD26OFF000285	S25S	A			07/24/2026 08:45	700 E VENTURA AVE [ROYAL PALM MHP X2[S SAN JOSE]] x[S FRANCISCO] [CLEWISTON]		
CP	02		STRUCTURE FIRE	C10	CLPD26CAD014802	CLPD26OFF000285	S25S	A			07/24/2026 08:45	07/24/2026 08:45	07/24/2026 08:48	07/24/2026 10:13
Address:	700 E VENTURA AVE [ROYAL PALM MHP X2[S SAN JOSE]] x[S FRANCISCO] [CLEWISTON]											**Elapsed Disp - Arrive:** 00:02:28	**Elapsed Arrive - Comp:** 01:25:04	
CPD	2	D2Z1	UTILITIES - WATER	WAT	CLPD26CAD014810		S80	Z			07/24/2026 17:44	222 E SUGARLAND CIR x[S BERNER RD] [CLEWISTON]		
CPD	2	D2Z1	UTILITIES - WATER	WAT	CLPD26CAD014810		S80	Z			07/24/2026 17:44	07/24/2026 18:15		07/24/2026 18:15
Address:	222 E SUGARLAND CIR x[S BERNER RD] [CLEWISTON]											**Elapsed Disp - Arrive:**	**Elapsed Arrive - Comp:**	
CP	02		UTILITIES - WATER	WAT	CLPD26CAD014922		S80	Z			07/25/2026 19:16	641 E SUGARLAND HWY [BP/SHAMROCK GAS STATION] x[N SAN JOSE ST] [CLEWISTON]		
CP	02		UTILITIES - WATER	WAT	CLPD26CAD014922		S80	Z			07/25/2026 19:16	07/25/2026 19:19		07/25/2026 19:19
Address:	641 E SUGARLAND HWY [BP/SHAMROCK GAS STATION] x[N SAN JOSE ST] [CLEWISTON]											**Elapsed Disp - Arrive:**	**Elapsed Arrive - Comp:**	
CPD	2	D2Z2	UTILITIES - ELECTRIC	ELE	CLPD26CAD015134		S80	Z			07/28/2026 17:48	500 N FRANCISCO ST [BASS & SUN X2[E OBISPO AVE]] x[E ALVERDEZ AVE] [CLEWISTO		
CPD	2	D2Z2	UTILITIES - ELECTRIC	ELE	CLPD26CAD015134		S80	Z			07/28/2026 17:48	07/28/2026 18:02		07/28/2026 18:02
Address:	500 N FRANCISCO ST [BASS & SUN X2[E OBISPO AVE]] x[E ALVERDEZ AVE] [CLEWISTO											**Elapsed Disp - Arrive:**	**Elapsed Arrive - Comp:**	

Average Disp - Arr: 00:45:00 **Average Arr - Comp:** 00:53:40

Record Count: 31

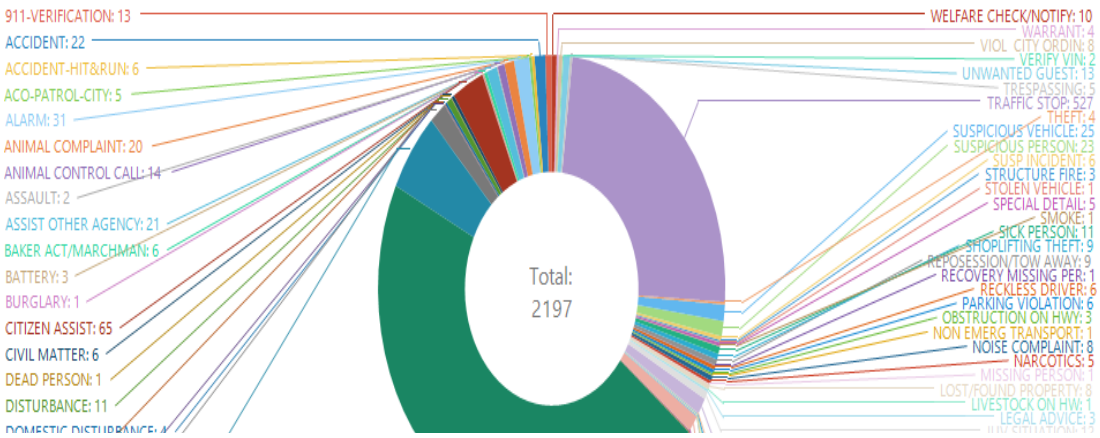
Clewiston Police Department
Monthly Report
Jul-26

COMPLANT TYPE	COUNT
911-VERIFICATION	13
ACCIDENT	22
ACCIDENT-HIT&RUN	6
ACO-PATROL-CITY	5
ALARM	31
ANIMAL COMPLAINT	20
ANIMAL CONTROL CALL	14
ASSAULT	2
ASSIST OTHER AGENCY	21
BAKER ACT/MARCHMAN	6
BATTERY	3
BURGLARY	1
CITIZEN ASSIST	65
CIVIL MATTER	6
DEAD PERSON	1
DISTURBANCE	11
DOMESTIC DISTURBANCE	4
DRUNK PED	1
ELECTRICAL FIRE	1
ESCORT:OTHER	35
EXTRA PATROL- BUSN	1027
EXTRA PATROL - RESD	122
FIGHT	2
FIREARMS COMPL	1
FOLLOW UP	25
FORG/FRAUD	2
FOUND/CONF NARC	1
HARRASS PX :	1
HAZMAT	1
ILLEGAL DUMPING	1
INFORMATION	25
JUV SITUATION	12
LEGAL ADVICE	3
LIVESTOCK ON HW	1
LOST/FOUND PROPERTY	8
MISSING PERSON	1
NARCOTICS	5
NOISE COMPLAINT	8

NON EMERG TRANSPORT	1
OBSTRUCTION ON HWY	3
PARKING VIOLATION	6
RECKLESS DRIVER	6
RECOVERY MISSING PER	1
REPOSESSION/TOW AWAY	9
SHOPLIFTING THEFT	9
SICK PERSON	11
SMOKE	1
SPECIAL DETAIL	5
STOLEN VEHICLE	1
STRUCTURE FIRE	3
SUSP INCIDENT	6
SUSPICIOUS PERSON	23
SUSPICIOUS VEHICLE	25
THEFT	4
TRAFFIC STOP	527
TRESPASSING	5
UNWANTED GUEST	13
VERIFY VIN	2
VIOL CITY ORDIN	8
WARRANT	4
WELFARE CHECK/NOTIFY	10
Total Calls	**2197**

CAD INCIDENT HISTORY BY COMPLANT TYPE

DATE RANGE: 07/01/2026 to 07/31/2026



DOMESTIC DISTURBANCE: 4
DRUNK PED: 1
ELECTRICAL FIRE: 1
ESCORT:OTHER: 35
EXTRA PATROL - RESD: 122
EXTRA PATROL- BUSN: 1027
INFORMATION: 25
ILLEGAL DUMPING: 1
HAZMAT: 1
HARRASS PX : 1
FOUND/CONF NARC: 1
FORG/FRAUD: 2
FOLLOW UP: 25
FIREARMS COMPL: 1
FIGHT: 2

UTILITIES MONTHLY ACTIVITY REPORT FOR JULY 2026

ELECTRIC DEPARTMENT

Kwh purchased	10,958,094	Month of JULY				
Kwh sold	11,126,023					
Total Electric Meters	4,588					
		# of Customers		# of	avg length of	
OUTAGES	Total Minutes ou	out of		outages	outage	
	1,358	150		12	113	minutes
Street Light repairs	6					
Voltage checks	8					

WATER DEPARTMENT

	Clewiston	South Shore	Total Plant Production	
Gallons sold	32,280	18,403	54	Million Gals
Total Water Meters	3852			
Water Breaks	6			

SEWER PLANT

Gallons Processed	0.23	Month of JULY

OFFICE ACTIVITY

New Accounts (Move Ins)	67
Closed Accounts (Move Outs)	28
Disconnects for Nonpayment	171
Reconnects from Nonpaymen	147
Meter Rereads Completed	0
All Locates	14
All Meter Changes	13
Miscellaneous	49
Trim Tree	1
Total other Work Orders comp	63
Total Work Orders Completed by all Departments	553

Agenda Item Memorandum

TO: **City Commission of the City of Clewiston**

FROM: **Lynne Mila, Director of Operations**

VIA: **Danny Williams, City Manager**

DATE: **August 17, 2026**

SUBJECT: Consideration of approval of Resolution 2026-41 approving and authorizing six continuing contracts pursuant to RFQ 2026-01, Library of Engineering Services for Continuing Contracts

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Background:

The City Commission of the City of Clewiston authorized the issuance of the Declaration of Formal Notice to Invite Firms to Negotiate to six firms in response to RFQ 2026-01, Library of Engineering Services for Continuing Contracts.

Staff Personnel successfully negotiated contracts with all six firms.

Resolution No. 2026-41 authorizes the Mayor to execute the contracts with the recommended firms.

Fiscal Impact:

None

Recommendation:

Staff recommends approval of **Resolution No. 2026-41**

Attachments:

1. **Resolution No. 2026-41**
2. Master Services Agreements: Apex Companies, LLC, Innovation Design and Consulting Engineers, LLC, McCafferty Brinson Consulting, South Florida Engineering and Consulting LLC, Tetra Tech, Inc. and Woodard and Curran Inc.

CITY OF CLEWISTON

RESOLUTION NO. 2026-41

A RESOLUTION OF CITY OF CLEWISTON, FLORIDA, AUTHORIZING THE MAYOR TO SIGN THE CONTINUING AGREEMENTS FOR PROFESSIONAL SERVICES BETWEEN THE CITY OF CLEWISTON AND EACH OF APEX COMPANINES, LLC, McCAFFERTY BRINSON CONSULTING, LLC, INNOVATION DESIGN AND CONSULTING ENGINEERS, LLC., SOUTH FLORIDA ENGINEERING AND CONSULTING LLC., TETRA TECH AND WOODARD AND CURRAN, INC.

WHEREAS, the City of Clewiston advertised a Request for Qualifications for a Library of Engineering Services including general civil, transportation, water and wastewater, stormwater, geotechnical, electrical and environmental for multiple continuing contracts; and

WHEREAS, the City of Clewiston agreed to negotiate a contract between the city and each firm, that is: Apex Companies, LLC, Innovation Design and Consulting Engineers, LLC, McCafferty Brinson Consulting, South Florida Engineering and Consulting LLC, Tetra Tech, Inc., and Woodard and Curran, Inc. for continuing engineering services to the City of Clewiston; and

WHEREAS, it is now necessary for the Commission to authorize the execution of the Continuing Agreement for Professional Services between the City of Clewiston and each of Apex Companies, LLC, Innovation Design and Consulting Engineers, LLC, McCafferty Brinson Consulting, South Florida Engineering and Consulting LLC, Tetra Tech Inc., and Woodard and Curran Inc.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF CLEWISTON, FLORIDA, that:

SECTION 1. The foregoing recitals are true and correct and are incorporated herein by reference.

SECTION 2. The Mayor is hereby authorized to execute the Continuing Agreement for Professional Services with each of Apex Companies, LLC, Innovation Design and Consulting Engineers, LLC, McCafferty Brinson Consulting, South Florida Engineering and Consulting LLC, Tetra Tech, Inc., and Woodard and Curran, Inc.

SECTION 3. All resolutions or parts of resolutions in conflict herewith are repealed to the extent of such conflict.

SECTION 4. If any section, subsection, paragraph, sentence, clause, or phrase of this resolution is declared invalid or unenforceable for any reason, such decision shall not affect the remaining portions of this resolution, which shall remain in full force and effect.

Commissioner _____offered the foregoing resolution. Commissioner _____ seconded the motion, and upon being put to a vote, the vote was as follows:

	Aye	Nay	Absent
JAMES PITTMAN, MAYOR	□	□	□
HILLARY HYSLOPE, VICE MAYOR	□	□	□
BARBARA EDMONDS, COMMISSIONER	□	□	□
MALI GARDNER, COMMISSIONER	□	□	□
JASON WILLIAMS, COMMISSIONER	□	□	□

PASSED AND APPROVED by the City Commission of the City of Clewiston this **17th** day of **August** 2026.

ATTEST: CITY OF CLEWISTON, FLORIDA

_____ _____
Fransheska Berrios, City Clerk James Pittman, Mayor

(MUNICIPAL SEAL)

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By: _____
Kaylee Tuck, City Attorney

CITY OF CLEWISTON, FLORIDA
PROFESSIONAL MASTER SERVICES AGREEMENT

This Professional Services Agreement (hereinafter referred to as "Master Services Agreement" or "Agreement") is made and entered into this 6th day of August, 2026, between the City Commission of the City of Clewiston, a municipality incorporated in the State of Florida (hereinafter referred to as the "City") and Apex Companies, LLC (hereinafter referred to as the "Consultant").

WITNESSETH

WHEREAS, the City desires to obtain the professional services of said Consultant to provide and perform professional services as further described hereinafter concerning the project to be referred to and identified as: Engineering Services for [Engineering Category]; and

WHEREAS, the Consultant hereby certifies that Consultant has been granted and possesses valid, current licenses to do business in the State of Florida and in the City of Clewiston, Florida, issued by the respective State Boards and Government Agencies responsible for regulating and licensing the professional services to be provided and performed by the Consultant pursuant to this Agreement; and

WHEREAS, the selection and engagement of the Consultant has been made by the City in accordance with the provisions of the Consultants Competitive Negotiation Act, §287.055, Florida Statutes, as amended.

NOW, THEREFORE, in consideration of the mutual covenants, terms and provisions contained herein, the parties hereto agree that with the mutual acceptance of this Agreement as indicated hereinafter by the execution of this Agreement by both parties that a contract shall exist between both parties consisting of:

ARTICLE 1.00-SCOPE OF PROFESSIONAL SERVICES
Consultant hereby agrees to provide and perform the professional services required and necessary to complete the services and work as set forth in the Scope of Professional Services, which is attached hereto and made a part of this Agreement.

ARTICLE 2.00-DEFINITIONS
The following definition of terms associated with this Agreement is provided to establish a common understanding between both parties to this Agreement as to the intended usage, application, and interpretation of such terms pertaining to this Agreement.

2.01 CITY
The term "City" shall refer to the City of Clewiston, a municipality incorporated within the State of Florida, and any official and/or employees thereof who shall be duly authorized to act on the City's behalf relative to this Agreement.

2.02 CONSULTANT
The term "Consultant" shall refer to the individual or firm offering professional services which by execution of this Agreement shall be legally obligated, responsible, and liable for providing and performing any and all of the services, work and materials, including services and/or work of sub-consultants and subcontractors, required under the covenants, terms and provisions contained in this Agreement and any and all change orders thereto.

2.03 PROFESSIONAL SERVICES
The term "Professional Services" shall refer to all of the services, work materials and all related professional, technical and administrative activities which are necessary to be provided and performed by the Consultant and its

employees and any and all sub-consultants and subcontractors the Consultant may engage to provide, perform and complete the services required pursuant to the covenants, terms and provisions of this Agreement.

2.04 SUB-CONSULTANT

The term "Sub-Consultant" shall refer to any individual or firm offering professional services which is engaged by the Consultant to assist the Consultant in providing and performing the professional services, work and materials for which the Consultant is contractually obligated, responsible and liable to provide and perform under this Agreement. The City shall not be a party to, responsible or liable for, or assume any obligation whatever for any agreement entered into between the Consultant and any sub-consultant.

2.05 SUBCONTRACTOR

The term "Subcontractor" shall refer to any individual, company or firm providing other than professional services which is engaged by the Consultant to assist the Consultant in contractually obligated, responsible, and liable to provide and perform under this Agreement. The City shall not be a party to, responsible or liable for, or assume any obligation whatever for any agreement entered into between the Consultant and any subcontractor.

2.06 PROJECT

The term "Project" shall refer to such facility, system, program or item as described in the summary statement set forth in the preamble of this Agreement.

2.07 BASIC SERVICES

The term "Basic Services" shall refer to the professional services set forth and required pursuant to this Agreement and as described in further detail in the attached Scope of Professional Services.

2.08 ADDITIONAL SERVICES

The term "Additional Services" shall refer to such professional services as the City may request and authorize, in writing, the Consultant to provide and perform relative to this Agreement which are not included in the basic services. Additional services shall be authorized by the execution of both parties to this Agreement by a change order agreement.

2.09 CHANGE ORDER

The term "Change Order" shall refer to a written document, change order agreement, executed by both parties to this Agreement setting forth and authorizing changes to the agreed upon scope of professional services and tasks, compensation and method of payment, time and schedule of performance, or project guidelines and criteria as such were set forth and agreed to in the initial agreement, supplemental task authorization(s), or previous change orders issued thereto. The change order document, which shall be executed on a City standard form, shall set forth the authorized changes to the: scope of professional services, tasks, work or materials to be performed or provided by the Consultant; the compensation and method of payment; the schedule or time period for performance and completion, and the guidelines, criteria and requirements pertaining thereto.

The amount of the change in contract compensation and time set forth in any and all change orders executed and issued under this Agreement shall be understood and agreed by both parties to this Agreement to be fair, equitable, adequate and complete. The changed compensation shall be understood and agreed to be the total of all costs associated with or impacted by the change order including, but not limited to, any and all direct costs, indirect costs and associated costs which may result from or be caused by the change order, and shall be understood and agreed to include a fair, equitable and adequate adjustment to cover the Consultant's general administrative and overhead costs and profit.

In the event the City decides to delete all, or portions, of the scope of services, task(s), or requirements set forth in the initial agreement, supplemental task authorizations or previously authorized change orders, the City may do so by issuance of a written change order to the Consultant.

2.10 SUPPLEMENTAL TASK AUTHORIZATION

The term "Supplemental Task Authorization" as used refers to a written document executed by both parties to an existing professional services agreement setting forth and authorizing a limited number of professional services, tasks, or work.

2.11 MAYOR

The term "Mayor" shall refer to the Mayor or his designee requesting the service, employed by the City Commission to serve and act on the City's behalf, as it relates to this project. The Mayor within the authority conferred by the City Commission, acting as the City's designated representative shall issue written notification to the Consultant of any and all changes approved by the City in the Consultant's: (1) compensation; (2) time and/or schedule of service delivery; (3) scope of services; or other change(s) relative to basic services and additional services pursuant to this Agreement or change order(s) or supplemental task authorization(s) pertaining thereto. The Mayor shall be responsible for acting on the City's behalf to administer, coordinate, interpret and otherwise manage the contractual provisions and requirements set forth in this Agreement, change order(s) or supplemental task authorization(s) issued thereunder.

2.12 PROJECT MANAGER

The term "Project Manager" shall refer to the person employed or retained by the City and designated, in writing, to serve and act on the City's behalf to provide direct contact and communication between the City and Consultant with respect to providing information, assistance, guidance, coordination, review, approval and acceptance of the professional services, work and materials to be provided and performed by the Consultant pursuant to this Agreement and such written change order(s) and supplemental task authorization(s) as are authorized. Project Manager is not authorized to, and shall not, issue any verbal, or written, request or instruction to the Consultant that would have the effect, or be interpreted to have the effect, of modifying or changing in any way whatever the: (1) scope of services to be provided and performed by the Consultant; (2) the time the Consultant is obligated to commence and complete all such services; (3) the amount of compensation the City is obligated or committed to pay the Consultant. The Project Manager shall review and make appropriate recommendations on all requests submitted by the Consultant for payment for services and work provided and performed, and reimbursable costs and expense, as provided for in this Agreement and change order(s), supplemental task authorization(s) thereto.

2.13 LUMP SUM FEE(S)

Lump Sum Fee(s), hereinafter identified as L.S., are understood and agreed to include all direct and indirect labor costs, personnel related costs, overhead and administrative costs, costs of sub-consultant(s) and/or sub-contractor(s), out-of-pocket expenses and costs, professional service fee(s) and any other costs or expenses which may pertain to the services and/or work to be performed, provided and/or furnished by the Consultant as may be required and/or necessary to complete each and every task set forth in the Scope of Professional Services, or as may be set forth in subsequent work orders, supplemental agreements, and/or change orders agreed to in writing by both parties to this Agreement.

2.14 NOT-TO-EXCEED FEE(S)

When all, or any portion, of the Consultant's compensation to provide and perform the services and work necessary and required pursuant to the tasks set forth in the Scope of Professional Services, and any change orders, supplemental task authorizations, and work orders authorized thereto, is established to be made on a not-to-exceed (NTE) amount basis, it is mutually understood and agreed that such compensation for each completed task shall be made on the following basis:

For the actual hours necessary, required and expected by the Consultant's professional and technical personnel, multiplied by the applicable hourly rates for each classification or position as set forth in the Compensation and Method of Payment, which is attached hereto and made a part of this Agreement, to the above referenced Agreement and any change orders or supplemental task authorizations authorized thereto; and

For the actual, necessary and required hours, and non-personnel expenses and costs, expended by sub-consultants and subcontractors engaged by the Consultant, multiplied by such hourly rates and unit costs as are agreed to by the City and the Consultant and as are set forth as a part of the above referenced Agreement and any change orders or supplemental task authorizations authorized thereto; and

With the understanding and agreement that the City shall pay the Consultant for all such costs and expenses within the established NTE amount for each task or sub-task subject to the Consultant presenting an itemized and detailed invoice with appropriate supporting documentation attached thereto to show evidence satisfactory to the City covering all such costs and expenses; and

With the understanding and agreement that the Consultant's invoices and all payments to be made for all NTE amounts shall be subject to the review, acceptance and approval of the City; and with the understanding and agreement that when the Consultant's compensation is established on a NTE basis for a specific task(s) or sub-task(s) the total amount of compensation to be paid the Consultant to cover all personnel costs, non-personnel reimbursable expenses and costs, and sub-consultant and subcontractor costs for any such specific task(s) or sub-task(s) shall not exceed the amount of the total NTE compensation established and agreed to for each specific task(s) or sub-task(s). In the event the amount of compensation for any task(s) or sub-task(s) to which the Consultant is entitled on the NTE basis set forth above is determined to be necessary, required and actually expended and is determined to be actually less than the NTE amount established for the specific task or sub-task, it is understood and agreed that any unexpended amount under a specific task or sub-task may not be used, applied, transferred, invoiced or paid for services or work provided or performed on any other task(s) or sub-task(s).

ARTICLE 3.00-OBLIGATIONS OF THE CONSULTANT

The obligations of the Consultant with respect to all the basic services and additional services authorized pursuant to this Agreement shall include, but not be limited to, the following:

3.01 LICENSES

The Consultant agrees to obtain and maintain throughout the period this Agreement is in effect all such licenses as are required to do business in the State of Florida, Hendry County and in the City of Clewiston, Florida, including, but not limited to, licenses required by the respective State Boards and other governmental agencies responsible for regulating and licensing the professional services provided and performed by the Consultant pursuant to this Agreement.

3.02 PERSONNEL

1) QUALIFIED PERSONNEL

The Consultant agrees when the services to be provided and performed relate to a professional service(s) which, under Florida Statutes, requires a license, certificate of authorization or other form of legal entitlement to practice such services, to employ and/or retain only qualified personnel to be in responsible charge of all basic services and additional services to be provided pursuant to this Agreement.

2) CONSULTANT'S PROJECT DIRECTOR

The Consultant agrees to employ and designate, in writing, a qualified and, if required by law, a licensed professional to serve as the Consultant's Project Director. The Consultant's Project Director shall be authorized and responsible to act on behalf of the Consultant with respect to directing, coordinating and administering all aspects of the services to be provided and performed under this Agreement thereto. The Consultant's Project Director shall have full authority to bind and obligate the Consultant on any matter arising under this Agreement unless substitute arrangements have been furnished to the City in writing. The Consultant agrees that the Project Director shall devote whatever time is required to satisfactorily direct, supervise and manage the services provided and performed by the Consultant throughout the entire period this Agreement is in effect. The person selected by the Consultant to serve as the Consultant's Project Director shall be subject to the prior approval and acceptance of the City.

3) CONSULTANT'S STAFF

Consultant will specify the technical and support staff who will be assigned to this project. Consultant will notify City's Project Manager of any changes and/or substitution of staff working on the project.

4) REMOVAL OF PERSONNEL

The Consultant agrees, within thirty (30) calendar days of receipt of a written request from the City, to promptly remove and replace the Consultant's Project Director, or any other personnel employed or retained by the Consultant, or personnel of the sub-consultant(s) or subcontractor(s) engaged by the Consultant to provide and/or perform services and/or work pursuant to the requirements of this Agreement, who the City shall request, in writing, be removed, this request may be made by the City with or without cause.

5) IMMIGRATION LAW COMPLIANCE

Contractors providing services to the City, as a condition of each contract, must use E-Verify to verify the employment of any person hired during the contract term by the contractor and assigned by the Contractor to perform work for the City. Before any contract with the City is signed, proof of enrollment with E-Verify must be provided. The Contractor acknowledges that he will comply with the Immigration Reform and Control Act of 1986 and is committed to employing only those individuals who are authorized to work in the United States, by hiring employees who properly complete, sign and date the first section of the Immigration and Naturalization Services (INS) Form I-9 and presenting to the Contractor the original necessary document(s) to prove identity and employment eligibility, as verified through E-Verify.

The Contractor must also be responsible for entering into an agreement with each and every vendor and subcontractor that states that vendors and subcontractors (and their vendors) are independently responsible for their own employment decisions, including hiring, disciplinary and termination decisions, and will comply with the Immigration Reform and Control Act of 1986 and use the E-Verify system for verification. The agreements shall also state that each business is responsible for its own I-9 and other employment record-keeping requirements, and with compliance with all immigration laws.

3.03 TIMELY ACCOMPLISHMENT OF SERVICES

The timely performance and completion of the required services, work and materials is vitally important to the interests of the City. The City may suffer damages in the event that the Consultant does not accomplish and complete the required services in a timely manner. The Consultant agrees to employ, engage, retain and/or assign an adequate number of personnel throughout the period of this Agreement so that all basic services and additional services will be provided, performed and completed in a timely and diligent manner throughout.

3.04 STANDARDS OF PROFESSIONAL SERVICE

The work and/or services to be provided and/or performed by the Consultant and by any sub-consultant(s) and/or subcontractor(s) engaged by the Consultant as set forth in the Scope of Professional Services shall be done in accordance with the generally accepted standards of professional practice and in accordance with the laws, rules, regulations, ordinances and codes issued by those governmental agencies which have jurisdiction over all or a portion of this project and which are in effect at the time the City approves this Agreement.

3.05 CORRECTION OF ERRORS, OMISSIONS OR OTHER DEFICIENCIES

1) RESPONSIBILITY TO CORRECT

The Consultant agrees to be responsible for the professional quality, technical adequacy and accuracy, timely completion, and the coordination of all data, studies, surveys, designs, specifications, calculations, estimates, plans, drawings, construction documents, photographs, reports, memoranda, other documents and instruments, and other services, work and materials performed, provided, and/or furnished by Consultant or by any sub-consultant(s) and/or subcontractor(s) retained or engaged by the Consultant pursuant to this Agreement. The Consultant shall, without additional compensation, correct or revise any errors, omissions or deficiencies in such data, studies, surveys, designs, specifications, calculations, estimates, plans, drawings, construction documents and instruments,

in its services, work and materials resulting from the negligent act, errors or omissions or intentional misconduct of Consultant or any sub-consultant(s) or subcontractor(s) engaged by the Consultant.

2) CITY'S APPROVAL SHALL NOT RELIEVE CONSULTANT OF RESPONSIBILITY

Neither review, approval, nor acceptance by the City of data, studies, surveys, designs, specifications, calculations, estimates, plans, drawings, construction documents, photographs, reports, memoranda, other documents and instruments, and incidental professional services, work and materials furnished hereunder by the Consultant, or any sub-consultant(s) or subcontractor(s) engaged by the Consultant to provide and perform services in connection with this Agreement. Neither the City's review, approval or acceptance of, nor payment for, any of the Consultant's services, work and materials shall be construed to operate as a waiver of any of the City's rights under this Agreement, or any cause of action it may have arising out of the performance of this Agreement.

3.06 LIABILITY AND HOLD HARMLESS

Consistent with the provisions of §725.08, Florida Statutes, as amended, the Consultant agrees to indemnify and hold harmless the City of Clewiston, its officers and employees from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Consultant and other persons employed or utilized by the Consultant, including, but not limited to sub-consultants, sub-contractors and materialmen, in the performance of this contract, including any Change Orders or Supplemental Task Authorizations. Consultant and City agree that the monetary limitation on the indemnification provided under this contract is limited to the full amount of the contract award (i.e. Compensation to be paid Consultant as set forth in the attached Exhibit B), including any sums added or subtracted from the contract award through Change Orders or Supplemental Task Authorizations. Consistent with §768.28, Florida Statutes, as amended, City agrees that the Consultant will not be liable for damages arising out of the negligence of the City, its officers, or employees.

3.07 NOT TO DIVULGE CERTAIN INFORMATION

Consultant agrees, during the term of this Agreement, not to divulge, furnish or make available to any third person, firm, or organization, without City's prior written consent, or unless incident to the proper performance of Consultant's obligations hereunder, or in the course of judicial or legislative proceedings where such information has been properly subpoenaed, any non-public information concerning the services to be rendered by Consultant or any sub-consultant(s) or subcontractor(s) pursuant to this Agreement. Consultant shall require all of its employees, sub-consultant(s) and subcontractor(s) to comply with the provisions of this paragraph.

3.08 CONSULTANT TO REPAIR PROPERTY DAMAGE CAUSED BY THE CONSULTANT

Consultant agrees to promptly repair and/or replace, or cause to have repaired and/or replaced, at its cost and expenses and in a manner acceptable to and approved by the City, any property damage arising out of, or caused by, the willful or negligent acts of the Consultant, or of its sub-consultants and/or subcontractors. This Consultant's obligation under this sub-article does not apply to property damage caused by any other Consultant or Contractor engaged directly by the City.

The City reserves the right, should the Consultant fail to make such repairs and/or replacement within a reasonable period of time after written notice, to cause such repairs and/or replacement to be made by others and for all costs and expenses associated with having such repairs and/or replacement done to be paid for by the Consultant, or by the Consultant reimbursing the City for all such costs and expenses.

3.09 RESPONSIBILITY FOR ESTIMATES

1) In the event the services required pursuant to this Agreement include the Consultant preparing and submitting to the City cost estimates, the Consultant, by exercise of this experience, effort, knowledge and judgment, shall develop such cost estimates as are set forth in, or as may be required under this Agreement. Any opinions or estimates of probable construction costs to be provided under this Agreement by the Consultant are to be made or reviewed on the basis of Consultant's experience and qualifications and represent the Consultant's judgment as an experienced and qualified professional,

familiar generally with the construction industry. The City agrees that the Consultant has no control over the cost of labor, materials, equipment, or services furnished by others or control over competitive bidding or market conditions, nor the Contractor's methods of determining prices. However, while Consultant cannot and does not guarantee that proposals, bids, or actual final construction costs will not vary from the opinions or estimates prepared or reviewed by the Consultant, City may choose to employ an independent cost estimator in order to achieve greater assurance of actual construction costs.

3.10 PERMITS

The Consultant, if applicable to the Consultant's Scope of Services, will be responsible for preparing and submitting all required applications and other supportive information necessary to assist the City in obtaining all reviews, approvals and permits, with respect to the Consultant's design, drawings and specifications required by any governmental body having authority over the project. Any fees required for such reviews, approvals or permits will be covered by a check issued by the City and made payable to the respective governmental body upon the Consultant furnishing the City satisfactory documentation of such fees. The Consultant will be similarly responsible for preparing and submitting all required applications and other supportive information necessary to assist the City in obtaining any renewals and/or extensions of reviews, approvals or permits that may be required while this Agreement is in effect. The City shall, at the Consultant's request, assist in obtaining required signatures and provide the Consultant with all information known to be available to the City so as to assist the Consultant in the preparation and submittal of any original, renewal or extension of required reviews, approvals or permits.

3.11 ADDITIONAL SERVICES

Should the CITY request the Consultant to provide and perform professional services for this project which are not set forth in the Scope of Professional Services, the Consultant agrees to provide and perform such additional services as may be agreed to in writing by both parties to this Agreement.

Such additional services shall constitute a continuation of the professional services covered under this Agreement and shall be provided and performed in accordance with the covenants, terms, and provisions set forth in this Agreement thereto.

Additional services shall be administered and authorized as change orders or supplemental task authorizations under this Agreement. The Consultant shall not provide or perform, nor shall the City incur or accept any obligation to compensate the Consultant for any additional services unless and until a written change order or supplemental task authorization has been agreed to and executed by both parties.

Each such change order or supplemental task authorization shall set forth a comprehensive, detailed description of: (1) the scope of the additional services requested; (2) the basis of compensation; and (3) the period of time and/or schedule for performing and completing said additional services.

3.12 TRUTH-IN-NEGOTIATIONS CERTIFICATE

The City may request the Consultant to execute a Truth-in-Negotiations Certificate ("Certificate"). The Certificate shall state that wage rates and other factual unit costs supporting the compensation are accurate, complete and current at the time this Agreement is executed. The original contract price and any additions thereto shall be adjusted to exclude any significant sums by which the City determines the contract price was increased due to inaccurate, incomplete or noncurrent wage rates or other factual unit costs.

3.13 COMPLETION OF TASKS

Unless otherwise set forth in the Agreement, the Consultant shall be responsible for providing and performing professional services, work, equipment, material, personnel, supplies, facilities, transportation and administrative support that are necessary and required to complete all of the tasks set forth in the Scope of Professional Services, change orders and supplemental task authorizations authorized. The compensation to be paid the Consultant as set forth in the Compensation and Method of Payment, change orders, and supplemental task authorizations

authorized thereto shall be understood and agreed to compensate the Consultant for providing and performing professional services, work, equipment, material, personnel, supplies, facilities, transportation and administrative support that are necessary and required to complete the tasks set forth in the Scope of Professional Services, change orders and supplemental task authorizations authorized thereto as stated above.

ARTICLE 4.00-OBLIGATIONS OF THE CITY

4.01 DESIGNATION OF PROJECT MANAGER

The City agrees after the execution of this Agreement to promptly advise the Consultant, in writing, of the person designated to serve and act as the City's Project Manager. Such notification shall be provided to the Consultant by the Project Manager.

4.02 AVAILABILITY OF CITY INFORMATION

1) PROJECT GUIDELINES AND CRITERIA

Guidelines to the Consultant regarding requirements the City has established or suggests relative to the project including, but not limited to such items as: goals, objectives, constraints, and any special financial, budgeting, space, site, operational, equipment, technical, construction, time and scheduling criteria are set forth in the Project Guidelines and Criteria, which is attached hereto and made a part of this Agreement.

2) CITY TO PROVIDE PERTINENT REFERENCE MATERIAL

At the Consultant's request, the City agrees to provide to the Consultant, at no cost to the Consultant, all pertinent information known to be available to the City to assist the Consultant in providing and performing the required professional services. Such information may include, but not be limited to: previous reports; plans, drawings and specifications; maps; property, boundary, easement, right-of-way, topographic, reference monuments, control points, plats and related survey data; data prepared or services furnished by others to the City such as sub-surface investigations, laboratory tests, inspections of natural and man-made materials, property appraisals, studies, designs and reports.

4.03 AVAILABILITY OF CITY'S DESIGNATED REPRESENTATIVES

The City agrees that the Mayor and the Project Manager shall be available within a reasonable period of time, with reasonable prior notice given by the Consultant, to meet and/or consult with the Consultant on matters pertaining to the services to be provided and performed by the Consultant. The City further agrees to respond within a reasonable period of time to written requests submitted by the Consultant.

4.04 ACCESS TO CITY PROPERTY

The City agrees, with reasonable prior written notice given by the Consultant, to provide the Consultant with access within a reasonable period of time to City property, facilities, buildings and structures to enable the Consultant to provide and perform the required professional services and work pursuant to this Agreement. Such rights of access shall not be exercised in such a manner or to such an extent as to impede or interfere with City operations, or the operations carried on by others under a lease, or other contractual arrangement with the City, or in such a manner as to adversely affect the public health and safety. Such access may, or may not be, within the Consultant's normal office and/or field work days and/or work hours.

ARTICLE 5.00-COMPENSATION AND METHOD OF PAYMENT

5.01 BASIC AND ADDITIONAL SERVICES

The City shall pay the Consultant for all requested and authorized basic services rendered hereunder by the Consultant and completed in accordance with the requirements, provisions, and/or terms of this Agreement and accepted by the City in accordance with the provisions for compensation and payment of said basic services set forth and prescribed in the Compensation and Method of Payment or on the basis of such changes to the established compensation as may be mutually agreed to by both parties to this Agreement as evidenced by a written change order executed by both parties.

5.02 METHOD OF PAYMENT

1) MONTHLY STATEMENTS

The Consultant shall be entitled to submit not more than one (1) invoice statement to the City each calendar month covering services rendered during the preceding calendar month. The Consultant's invoice statement(s) shall be itemized to correspond to the basis of compensation as set forth in the Agreement, or change order(s) and supplemental task authorization(s) thereunder.

2) PAYMENT FOR SERVICES PERFORMED

The City shall pay the Consultant for services performed using either of the following methods, or using a combination thereof:

a) The City shall pay Consultant on the basis of services completed for tasks set forth in the Scope of Professional Services and the Compensation and Method of Payment, as evidenced by work products such as reports, drawings, specifications, etc., submitted by the Consultant and accepted by the City. No payments shall be made for Consultant's work-in-progress until service items for which payment amounts have been established and set forth in this Agreement have been completed by the Consultant and accepted by the City.

b) The City shall pay the Consultant for services performed for tasks set forth in the Scope of Professional Services and the Compensation and Method of Payment on the basis of an invoice statement covering Consultant's work-in-progress expressed as a percentage of the total cost of the service and/or work required for each task invoiced in this manner. All such work-in-progress percentages are subject to the review and approval of the City. The decision of the City shall be final as to the work-in-progress percentages paid. Payment by the City for tasks on a work-in-progress percentage basis shall not be deemed or interpreted in any way to constitute an approval or acceptance by the City of any such service or work-in-progress. The Consultant shall be responsible for correcting, re-doing, modifying or otherwise completing the services and work required for each task before receiving final, full payment whether or not previous work-in-progress payments have been made. All tasks to be paid for on a work-in-progress percentage basis shall be agreed to by both parties to the Agreement and each task to be paid in this manner shall be identified in the Compensation and Method of Payment with the notation (WIPP). Only tasks so identified will be paid on a work-in-progress percentage basis.

3) PAYMENT SCHEDULE

The City shall issue payment to the Consultant within thirty (30) calendar days after receipt of an invoice statement from the Consultant in an acceptable form and containing the requested breakdown and detailed description and documentation of charges. Should the City object or take exception to the amount of any Consultant's invoice statement, the City shall notify the Consultant of such objection or exception within the thirty (30) calendar days payment period set forth hereinbefore. If such objection or exception remains unresolved at the end of said thirty (30) calendar days' period, the City shall withhold the disputed amount and make payment to the Consultant of the amount not in dispute. Payment of any disputed amount, or adjustments thereto, shall be made within thirty (30) calendar days of the date such disputed amount is resolved by mutual agreement of the parties to this Agreement.

5.03 PAYMENT WHEN SERVICES ARE TERMINATED AT THE CONVENIENCE OF THE CITY

In the event of termination of this Agreement at the convenience of the City, not at the fault of the Consultant, the City shall compensate the Consultant only for the services performed prior to the effective date of termination, reimbursable expenses then due and reasonable expenses incurred by the Consultant in affecting the termination of services and work, and incurred by the submittal to the City of project drawings, plans, data, and other project documents.

5.04 PAYMENT WHEN SERVICES ARE SUSPENDED

In the event the City suspends the Consultant's services and work on all or part of the services required to be provided and performed by the Consultant pursuant to this Agreement, the City shall compensate the Consultant only for the services performed prior to the effective date of suspension, reimbursable expenses then due and any reasonable expenses incurred or associated with, or as a result of such suspension.

5.05 NON-ENTITLEMENT TO ANTICIPATED FEES IN THE EVENT OF SERVICE TERMINATION, SUSPENSION, ELIMINATION, CANCELLATION AND/OR DECREASE

In the event the services required pursuant to this Agreement are terminated, eliminated, cancelled, or decreased due to: (1) termination; (2) suspension in whole or in part; (3) and/or are modified by the subsequent issuance of supplemental task authorization(s) and/or change order(s), other than receiving the compensation set forth in Payment When Services are Terminated at the Convenience of the City and Payment When Services are Suspended, the Consultant shall not be entitled to receive compensation for anticipated professional fees, profit, general and administrative overhead expenses or for any other anticipated income or expense which may be associated with the services which are terminated, suspended, eliminated, cancelled or decreased.

ARTICLE 6.00-TIME AND SCHEDULE OF PERFORMANCE

6.01 NOTICE TO PROCEED

Following the execution of this Agreement by both parties, and after the Consultant has complied with the insurance requirements set forth hereinafter, the City may authorize specific tasks to be completed. Upon agreement on the scope and fee for this work and execution of supplemental task authorization, the City will issue the Consultant a written notice to proceed. Following the issuance of such notice to proceed the Consultant shall be authorized to commence work and the Consultant thereafter shall commence work promptly and shall carry on all such services and work as may be required in a timely and diligent manner to completion.

6.02 TIME OF PERFORMANCE

The Consultant agrees to complete the services required pursuant to this Agreement within the time period(s) for completion of the various phases and/or tasks of the project services set forth and described in this Agreement, as set forth in the Schedule of Performance, which is attached hereto and made a part of this Agreement.

Should the Consultant be obstructed or delayed in the prosecution or completion of its obligations under this Agreement as a result of causes beyond the control of the Consultant, or its sub-consultant(s) and/or subcontractor(s), and not due to their fault or neglect, the Consultant shall notify the City, in writing, within five (5) calendar days after the commencement of such delay, stating the cause(s) thereof and requesting an extension of the Consultant's time of performance. Upon receipt of the Consultant's request for an extension of time, the City shall grant the extension if the City determines the delay(s) encountered by the Consultant, or its sub-consultant(s) and/or subcontractor(s), is due to unforeseen causes and not attributable to their fault or neglect.

6.03 CONSULTANT WORK SCHEDULE

The Consultant shall be required as a condition of this Agreement to prepare and submit to the City, on a monthly basis, commencing with the issuance of the notice to proceed, a Consultant's work schedule. The work schedule shall set forth the time and manpower scheduled for all of the various phases and/or tasks required to provide, perform and complete all of the services and work required completion of the various phases and/or tasks of the project services set forth and described in this Agreement, as set forth in the Schedule of Performance, pursuant to this Agreement in such a manner that the Consultant's planned and actual work progress can be readily determined. The Consultant's work schedule of planned and actual work progress shall be updated and submitted by the Consultant to the City on a monthly basis.

6.04 FAILURE TO PERFORM IN A TIMELY MANNER

Should the Consultant fail to commence, provide, perform and/or complete any of the services and work required pursuant to this Agreement in a timely and diligent manner, the City may consider such failure as justifiable cause to terminate this Agreement. As an alternative to termination, the City at its option, may, upon written notice to

the Consultant, and affording Consultant reasonable time and opportunity to investigate, refute or cure, withhold any or all payments due and owing to the Consultant, not to exceed the amount of the compensation for the work in dispute, until such time as the Consultant resumes performance of its obligations in such a manner as to get back on schedule in accordance with the time and schedule of performance requirements set forth in this Agreement, or any change order(s) and supplemental task authorization(s) issued thereto.

ARTICLE 7.00-SECURING AGREEMENT

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

ARTICLE 8.00-CONFLICT OF INTEREST

The Consultant represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder. The Consultant further agrees that no person having any such interest shall be employed or engaged by the Consultant for said performance.

If Consultant, for itself and on behalf of its sub-consultants, is about to engage in representing another client, which it in good faith believes could result in a conflict of interest with the work being performed by Consultant or such sub-consultant under this Agreement, then it will promptly bring such potential conflict of interest to the City's attention, in writing. The City will advise the Consultant, in writing, within ten (10) calendar days as to the period of time required by the City to determine if such a conflict of interest exists. If the City determines that there is a conflict of interest, Consultant or such sub-consultant shall decline the representation upon written notice by the City.

If the City determines that there is not such conflict of interest, then the City shall give its written consent to such representation. If Consultant or sub-consultant accepts such a representation without obtaining the City's prior written consent, and if the City subsequently determines that there is a conflict of interest between such representation and the work being performed by Consultant or such sub-consultant under this Agreement, then the Consultant or such sub-consultant agrees to promptly terminate such representation. Consultant shall require each of such sub-consultants to comply with the provisions of this section.

Should the Consultant fail to advise or notify the City as provided hereinabove of representation which could, or does, result in a conflict of interest, or should the Consultant fail to discontinue such representation, the City may consider such failure as justifiable cause to terminate this Agreement.

ARTICLE 9.00-ASSIGNMENT, TRANSFER AND SUBCONTRACTS

The Consultant shall not assign or transfer any of its rights, benefits or obligations hereunder, except for transfers that result from: (1) the merger or consolidation of Consultant with a third party; or (2) the disestablishment of the Consultant's professional practice and the establishment of a successor Consultant, or consulting organization. Nor shall the Consultant subcontract any of its service obligations hereunder to third parties, except as otherwise authorized in this Agreement thereto, without prior written approval of the City. The Consultant shall have the right, subject to the City's prior written approval, to employ other persons and/or firms to serve as sub-consultants and/or subcontractors to Consultant in connection with Consultant providing and performing services and work pursuant to the requirements of this Agreement. The City shall have the right and be entitled to withhold such approval. Such approval shall not be unreasonably withheld.

In providing and performing the services and work required pursuant to this Agreement, Consultant intends to engage the assistance of the sub-consultant(s) and/or subcontractor(s) set forth in Consultant's Associated Sub-Consultants and Subcontractors, which is attached hereto and made a part of this Agreement.

ARTICLE 10.00-APPLICABLE LAW

Unless otherwise specified, this Agreement shall be governed by the laws, rules, regulations of the State of Florida, or the laws, rules, and regulations of the United States when providing services funded by the United States Government.

ARTICLE 11.00-COVENANTS AGAINST DISCRIMINATION FOR PROJECTS WITH FUNDS APPROPRIATED FROM CLEWISTON GENERAL REVENUES

The Consultant for itself, its successors in interest, and assigns as part of the consideration thereof, does hereby covenant and agree that in the furnishing of services to City hereunder, no person on the grounds of race, color, national origin, handicap, or sex shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination. The Consultant shall comply with the state laws in the hiring of sub-consultants.

ARTICLE 12.00-WAIVER OF BREACH

Waiver by either party of a breach of any provision of this Agreement shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms of this Agreement.

ARTICLE 13.00-INSURANCE

For the Insurance Section and Exhibit, Consultant will be referred to as "Vendor". The Vendor shall at its own expense, carry and maintain insurance coverage from responsible companies duly authorized to do business in the State of Florida as set forth in Insurance and Bonding Requirements of this solicitation.

The Vendor shall procure and maintain property insurance (Builder's Risk, Installation Floaters, etc.) upon the entire project, if required, to the full insurable value of the scope of work. The City and the Vendor waive against each other and the City's separate Vendors, Contractors, Design Consultants, Subcontractors, agents and employees of each and all of them, all damages covered by property insurance provided herein, except such rights as they may have to the proceeds of such insurance. The Vendor and City shall, where appropriate, require similar waivers of subrogation from the City's separate Vendors, Design Consultants and Subcontractors and shall require each of them to include similar waivers in their contracts. All deductibles for property insurance procured by the Vendor shall be the responsibility of the Vendor.

Certificates issued as a result of the award of this solicitation must identify: "For any and all work performed on behalf of the City of Clewiston."

The General Liability Policy provided by Vendor to meet the requirements of this solicitation shall name the City of Clewiston, Florida, as an additional insured including completed operations (and products if applicable). The policy shall be endorsed to be primary to any similar coverage carried by the City.

The Certificate Holder shall be named as: City of Clewiston. The Certificates of Insurance must state the Contract Number, or Project Number, or specific project description, or must read: "For any and all work performed on behalf of the City of Clewiston."

The amounts and types of insurance coverage shall conform to the minimum requirements set forth in Insurance and Bonding Requirements with the use of Insurance Services Office (ISO) forms and endorsements or their equivalents. If Vendor has any self-insured retentions or deductibles under any of the below listed minimum required coverage, Vendor must identify on the Certificate of Insurance the nature and amount of such self-insured retentions or deductibles and provide satisfactory evidence of financial responsibility for such obligations. All self-insured retentions or deductibles will be Vendor's sole responsibility.

Coverage(s) shall be maintained without interruption from the date of commencement of the work until at least thirty (30) days beyond the date of completion or warranty period, whichever is greater, or otherwise as specified in this solicitation if longer.

The Vendor and/or its insurance carrier shall provide thirty (30) days written notice to the City of policy cancellation or non-renewal on the part of the insurance carrier or the Vendor except for non-payment which shall be ten (10) days. The Vendor shall also notify the City, in a like manner, within twenty-four (24) hours after receipt, of any notices of expiration, cancellation, non-renewal or material change in coverage or limits received by Vendor from its insurer and nothing contained herein shall relieve Vendor of this requirement to provide notice.

Should at any time the Vendor not maintain the insurance coverage(s) required herein, the City may terminate the Agreement or at its sole discretion shall be authorized to purchase such coverage(s) and charge the Vendor for such coverage(s) purchased. If Vendor fails to reimburse the City for such costs within thirty (30) days after demand, the City has the right to offset these costs from any amount due Vendor under this Agreement or any other agreement between the City and Vendor. The City shall be under no obligation to purchase such insurance, nor shall it be responsible for the coverage(s) purchased or the insurance company or companies used. The decision of the City to purchase such insurance coverage(s) shall in no way be construed to be a waiver of any of its rights under the Contract Documents.

If the initial or any subsequently issued Certificate of Insurance expires prior to the completion of the scope of work, the Vendor shall furnish to the City renewal or replacement Certificate(s) of Insurance not later than ten (10) calendar days after the expiration date on the certificate. Failure of the Vendor to provide the City with such renewal certificate(s) shall be considered justification for the City to terminate any and all contracts.

ARTICLE 14.00-DUTIES AND OBLIGATIONS IMPOSED ON THE CONSULTANT

The duties and obligations imposed upon the Consultant by this Agreement and the rights and remedies available hereunder shall be in addition to, and not a limitation of, any otherwise imposed or available by law or statute.

ARTICLE 15.00-REPRESENTATION OF THE CITY

The Consultant in providing and performing the services and work required pursuant to this Agreement thereto shall only represent the City in this manner and to the extent specifically set forth in writing in this Agreement or thereto, and as provided in any written change order(s) and supplemental task authorization(s) issued thereunder.

In the event the Consultant's services or work involves construction contract administrative support services, the Consultant is not authorized to act on the City's behalf, and shall not act on the City's behalf, in such a manner as to result in change(s) to (1) the cost or compensation to be paid the construction contractor; or (2) the time for completing the work as required and agreed to in the construction contract; or (3) the scope of the work set forth in the construction contract documents, unless such representation is specifically provided for, set forth and authorized in this Agreement or thereto.

The City will neither assume nor accept any obligation, commitment, responsibility or liability which may result from representation by the Consultant not specifically provided for and authorized as stated hereinabove.

ARTICLE 16.00-OWNERSHIP OF DOCUMENTS

All final documents such as drawings, tracings, notes, computer files, photographs, plans, specifications, maps, evaluations, reports and other records and data relating to this project, other than working papers, specifically prepared or developed by the Consultant under this Agreement shall be property of the Consultant until the Consultant has been paid for providing and performing the services and work required to produce such documents.

Upon completion or termination of this Agreement, or upon the issuance by the City of a written change order deleting all or portions of the scope of services or task(s) to be provided or performed by the Consultant, all of the above documents, to the extent requested in writing by the City, shall be delivered by the Consultant to the City within seven (7) calendar days of the City making such a request. In the event the City gives the Consultant a written Notice of Termination of all or part of the services or work required, or upon the issuance to the Consultant by the City of a written change order deleting all or part of the services or work required, the Consultant shall

deliver to the City the requested documents as set forth hereinabove, with the mutual understanding and commitment by the City that compensation earned or owing to the commitment by the City that compensation earned or owing to the Consultant for services or work provided or performed by the Consultant prior to the effective date of any such termination or deletion will be paid to the Consultant within thirty (30) calendar days of the date of issuance of the notice of termination or change order.

The Consultant, at its expense, may make and retain copies of all documents delivered to the City for reference and internal use. The Consultant shall not, and agrees not to, use any of these documents, data and information contained therein on any other project or for any other client without the prior expressed written permission of the City.

Any use by the City of said documents, data and information contained therein, obtained by the City under the provisions of this Agreement for therein, obtained by the City under the provisions of this Agreement for any purpose not within the scope of this Agreement shall be at the risk of the City, and without liability to the Consultant. The City shall be liable and agrees to be liable for and shall indemnify, defend and hold the Consultant harmless for any and all claims, suits, judgments or damages, losses and expenses including court costs, expert witness and professional consultation services, and attorneys' fees arising out of the City's use of such documents in a manner contrary to the provisions set forth hereinabove. The City hereby acknowledges receipt of $10.00 (ten and no hundred dollars) and other good and valuable consideration from the Consultant which has been paid as specific consideration for the indemnification provided herein.

ARTICLE 17.00-MAINTENANCE OF RECORDS

The Consultant will keep and maintain adequate records and supporting documentation applicable to all of the services, work, information, expense, costs, invoices and materials provided and performed pursuant to the requirements of this Agreement. Said records and documentation will be retained by the Consultant for a minimum of five (5) years from the date of termination of this Agreement.

The City and its authorized agents shall, with reasonable prior notice, have the right to audit, inspect and copy all such records and documentation as often as the City deems necessary during the period of this Agreement, and during the period five (5) years thereafter; provided, however, such activity shall be conducted only during normal business hours and at the expense of the City, and provided further that to the extent provided by law the City shall retain all such records confidential.

17.01 COMPLIANCE WITH PUBLIC RECORDS LAW

The Consultant must comply with Florida public records laws, specifically to:

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

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 copied within a reasonable time at a cost that does not exceed the cost 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 requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the Contract if the Consultant does not transfer the records to the City.

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

e) The City will consider it a breach of contract should the Consultant fail to comply with any public records request.

f) A Consultant who fails to provide the public records to the City within a reasonable time may be subject to penalties under §119.10, Florida Statutes, as amended.

g) **IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS (CITY CLERK) AT: (863) 983-1484, CITY OF CLEWISTON, 115 W. Ventura Ave., Clewiston, Florida 33440, Fransheska.berrios@clewiston-fl.gov.**

h) If the Consultant is not providing the requested public records, the burden of proof is on the Consultant to show why they did not comply with the request.

ARTICLE 18.00-HEADINGS

The headings of the articles, sections, exhibits, attachments, phases or tasks as contained in this Agreement are for the purpose of convenience only and shall not be deemed to expand, limit or change the provisions contained in such articles, sections, exhibits, attachments, phases or tasks.

ARTICLE 19.00-ENTIRE AGREEMENT

This Agreement, including referenced exhibits and attachments hereto, constitutes the entire agreement between the parties hereto and shall supersede, replace and nullify any and all prior agreements or understandings, written or oral, relating to the matters set forth herein, and any such prior agreements or understandings shall have no force or effect whatever on this Agreement.

The following listed documents, which are referred to hereinbefore, are attached to and are acknowledged, understood and agreed to be an integral part of this Agreement:

Exhibit A entitled Scope of Professional Services
dated 08/06/2026.

Exhibit B entitled Truth in Negotiation Certificate
dated 08/06/2026

Exhibit 08/06/2026.

Exhibit D entitled Vendor's Insurance Statement
dated 08/06/2026

Exhibit E Scrutinized Companies Statement
dated 08/06/2026.

Exhibit F Human Trafficking Affidavit
dated 08/06/2026.

ARTICLE 20.00-NOTICES AND ADDRESS OF RECORD

20.01 NOTICES BY CONSULTANT TO CITY

All notices required and/or made pursuant to this Agreement to be given by the Consultant to the City shall be in writing and shall be given by the United States Postal Service Department first class mail service postage prepaid, addressed to the following City address of record and sent to the attention of the City's Project Manager unless waived by City:

Mayor
City of Clewiston
115 W. Ventura Ave.
Clewiston, FL 33440

Copy: City Attorney
City of Clewiston
115 W. Ventura Ave.
Clewiston, FL 33440

20.02 NOTICES BY CITY TO CONSULTANT

All notices required and/or made pursuant to this Agreement to be given by the City to the Consultant shall be made in writing and shall be given by the United States Postal Service Department first class mail service, postage prepaid, addressed to the following Consultant's address of record unless waived by Consultant:

[Consultant]
[Address]
[Address]
Telephone Number:

ATTENTION: [Project Lead will be identified with each Task Order]
Project Director

20.03 CHANGE OF ADDRESS OF RECORD

Either party may change its address of record by written notice to the other party per above contacts.

ARTICLE 21.00-TERM

This Agreement is effective as of August 6, 2026. The Agreement period is for ten (10) years with the option to renew for an additional five (5) years.

ARTICLE 22.00-TERMINATION

This Agreement may be terminated by the City at its convenience, or due to the fault of the Consultant, by the City giving thirty (30) calendar days written notice to the Consultant.

If the Consultant is adjudged bankrupt or insolvent; if it makes a general assignment for the benefit of its creditors; if a trustee or receiver is appointed for the Consultant or for any of its property; if it files a petition to take advantage of any debtor's act or to reorganize under the bankruptcy or similar laws; if it disregards the authority of the City's designated representatives; if it otherwise violates any provisions of this Agreement; or for any other just cause, the City may, without prejudice to any other right or remedy, and after giving the Consultant a thirty (30) calendar days written notice, terminate this Agreement.

In addition to the City's contractual right to terminate this Agreement in its entirety as set forth above, the City may also, at its convenience, stop, suspend, supplement or otherwise change all, or any part of, the Scope of Professional Services or the Project Guidelines and Criteria, or as such may be established by change order or supplemental task authorization. The City shall provide written notice to the Consultant in order to implement a stoppage, suspension, supplement or change.

The Consultant may request that this Agreement be terminated by submitting a written notice to the City dated not less than thirty (30) calendar days prior to the requested termination date and stating the reason(s) for such a request. However, the City reserves the right to accept or not accept the termination request submitted by the Consultant, effective unless and until Consultant is notified, in writing, by the City of its acceptance.

Notwithstanding anything to the contrary herein, if City fails to pay any amount when due hereunder and such failure continues for ten (10) days after City's receipt of written notice of nonpayment, then Consultant (1) may retain all prior payments received from City in relation to the services (even if such services have not yet been performed) (2) cease providing services unless and until such breach is cured to Consultant's reasonable satisfaction, and (3) in addition to its other remedies at law or in equity, terminate this Agreement by written notice to City.

22.01 CONSULTANT TO DELIVER MATERIAL

Upon termination, the Consultant shall deliver to the City all papers, drawings, models, and other material in which the City has exclusive rights by virtue hereof or of any business done, or services or work performed by the Consultant on behalf of the City.

ARTICLE 23.00-AMENDMENTS

The covenants, terms and provisions set forth and contained in all of the articles to this Agreement may be amended upon the mutual acceptance thereof, in writing, by both parties to this Agreement. In the event of any conflicts between the requirements, provisions and/or terms of the Agreement and any written amendment, the requirements, provisions and/or terms of the amendment shall take precedence.

ARTICLE 24.00-MODIFICATIONS

Modifications to covenants, terms and provisions of this Agreement shall only be valid when issued in writing as a properly executed change order(s) or supplemental task authorization(s). In the event of any conflicts between the requirements, provisions, and/or terms of this Agreement and any written change order(s), and/or supplemental task authorizations, the latest executed change order(s), and/or supplemental task authorization(s) shall take precedence.

In the event the City issues a purchase order, memorandum, letter, or other instruments covering the professional services, work and materials to be provided and performed pursuant to this Agreement, it is hereby specifically agreed and understood that such purchase order, memorandum, letter or other instruments are for the City's internal control purposes only, and any and all terms, provisions and conditions contained herein, whether printed or written, shall in no way modify the covenants, terms and provisions of this Agreement and shall have no force or effect thereon.

No modification, waiver, or termination of the Agreement or of any terms thereof shall impair the rights of either party.

ARTICLE 25.00-ACCEPTANCE

Acceptance of this Agreement shall be indicated by the signature of the duly authorized representative of the hereinabove named parties in the space provided hereinafter and being attested and witnessed as indicated.

ARTICLE 26.00- CONSEQUENTIAL DAMAGES

Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither the City nor Consultant, their respective officers, directors, partners, employees, contractors, or subconsultants shall be liable to the other or shall make any claim for any incidental, indirect, or consequential damages arising out of or connected in any way to the project or to this Agreement. This mutual waiver of consequential damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation, or any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract, and breach of strict or implied warranty. Both the City and Consultant shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in this project or with this Agreement.

ARTICLE 27.00- DISPUTE RESOLUTION

The City and Consultant agree that they shall diligently pursue resolution of all disagreements within 45 days of either party's written notice using a mutually acceptable form of mediated dispute resolution prior to exercising their rights under law. Consultant shall continue to perform services for the Project and the City shall pay for such services during the dispute resolution process unless the City issues a written notice to suspend work. Causes of action between the parties to this Agreement shall be deemed to have accrued and the applicable statutes of repose and/or limitation shall commence not later than the date of substantial completion.

ARTICLE 28.00- FORCE MAJEURE

Consultant shall not be liable for any damages caused by any delay that is beyond Consultant's reasonable control, including but not limited to unavoidable delays that may result from any acts of God, strikes, lockouts, wars, acts of terrorism, riots, acts of governmental authorities, extraordinary weather conditions or other natural catastrophes, or any other cause beyond the reasonable control or contemplation of either party.

ARTICLE 29.00- FLORIDA STATUTE SEC. 558.0035

PURSUANT TO F.S. SEC. 558.0035, AN INDIVIDUAL EMPLOYEE OR AGENT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.

ARTICLE 30.00 – MISCELLANEOUS STATUTORY COMPLAINCE

a) Public Entity Crimes – The City of Clewiston will comply with Florida Statute Section 287.133, including not conducting business in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO with any person or affiliate on the convicted vendor list for a period of 36 months following the date that person or affiliate was placed on the convicted vendor list unless that person or affiliate has been removed from the list.

b) Diversity, Equity, and Inclusion – Pursuant to Florida Statute Section 287.139, Consultant certifies that it does not and will not use City funds provided under this Agreement to require its employees, contractors, volunteers, vendors, or agents to ascribe to, study, or be instructed using materials relating to diversity, equity, and inclusion as defined in Sections 125.595 and 166.04971, Florida Statutes. Consultant acknowledges that this certification is a material representation upon which the City has relied in entering into this Agreement. Consultant shall immediately notify the City in writing if it becomes unable to comply with this certification during the term of the Agreement. Failure to comply with this provision shall constitute a material breach of this Agreement and may result in termination for cause, withholding of payment, or any other remedy available to the City under this Agreement or applicable law.

[This space intentionally left blank]

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have executed this Agreement effective the day and year first written above.

ATTEST:

CITY OF CLEWISTON CITY COMMISSION

BY: _____
CITY CLERK

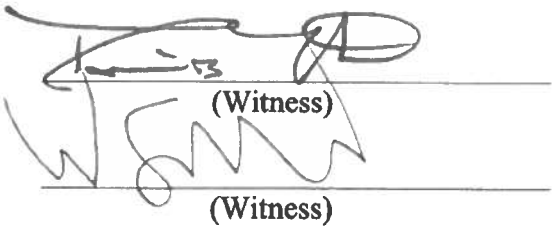
BY: _____
MAYOR

DATE: _____

APPROVED AS TO FORM

BY: _____
CITY ATTORNEY'S OFFICE

ATTEST:



_____
(Witness)

_____
(Witness)

CONSULTANT

BY: _____
(Authorized Signature)

Division Manager

DATE: 8/06/2026

CORPORATE SEAL

EXHIBIT A

Scope of Professional Services
[Engineering Category]

Date: August 6, 2026

Basic Services

Section 1 General Scope Statement

The Consultant shall provide and perform the following professional services, which shall constitute the general scope of the basic services under the covenants, terms, and provisions of this Professional Services Agreement. The Consultant was awarded work pursuant to City of Clewiston RFQ 2026-01: Request for Qualifications for Engineering Services for [Engineering Category]; all work by Consultant under this Master Services Agreement will be subject to the scope and requirements of that solicitation.

Section 2 Tasks

Pursuant to the general scope of the basic services stated herein above, the Consultant shall perform all services and/or work necessary to pursuant to the Scope of Services for [Engineering Category] for the aforementioned solicitation. As anticipated and disclosed in the solicitation, each individual project is funding dependent, and the City will negotiate and issue task orders for each project separately.

Section 3 Rate Schedule

Consultant shall perform all services and/or work necessary pursuant to the Scope of Services for [Engineering Category] and the relevant Task Orders for the individual Project or Project(s) in accordance with Consultant's defined rate schedule attached hereto, such rate schedule setting the rates for Principles, Associates, and any costs to be attributed to City.

EXHIBIT B

Truth in Negotiation Certificate
[Engineering Category]

Date: August 6, 2026

This Certificate is executed and given by the undersigned as a condition precedent to entering into a Professional Services Agreement with the City Commission of the City of Clewiston for the project known as the Engineering Services [Engineering Category].

Before me, the undersigned authority personally appeared, who having personal knowledge as to the facts and statements contained herein after being duly sworn, deposes and states under oath that:

1. This Certificate shall be attached to and constitute an integral part of the above-mentioned Professional Master Services Agreement as provided in Truth-In-Negotiations Certificate.

2. The undersigned hereby certifies that the wage rates and other factual unit costs supporting the compensation on which this Professional Master Services Agreement is established are accurate, complete, and current on the date set forth hereinabove.

3. The truth of statements made herein may be relied upon by the City and the undersigned is fully advised of the legal effect and obligations imposed upon him by the execution of this instrument under oath.

Executed on behalf of the Party to the Professional Master Services Agreement referred to as thc Consultant, doing business as:

COMPANY NAME: Apex Companies, LLC

BY: Michael Giardullo

TITLE: Division Manager

The foregoing instrument was signed and acknowledged before me this 6th _ day of August,

by Michael Giardullo who is personally known.

Notary Public Signature

HH 408917 / June 11, 2027
Notary Commission Number/Expiration

FAVIOLA LUNA
Notary Public-State of Florida
Commission # HH 408917
My Commission Expires
June 11, 2027

EXHIBIT C

Insurance and Bonding Requirements

All policies shall be Best's Rated "A-"or better or subject to approval

Insurance / Bond Type	**Required Limits**
☒ Worker's Compensation	Statutory Limits of Chapter 440, Florida Statutes, and all Federal Government Statutory Limits and Requirements. ☒ **The policy shall be endorsed to provide a waiver of subrogation in favor of the City.** NOTE: Any "non-construction industry" company employing more than 3 employees (not including a sole proprietor owner) must have workers' compensation coverage. ALL "construction industry" (as defined by FL Rule # 69L-6.021) companies with ANY employees must have coverage or if no statutory employees, then up to three officers or a sole proprietor MUST have a current exemption certificate from the Division of Workers' Compensation on file.
☒ Employer's Liability	$1,000,000 single limit per occurrence (Workers' Compensation Part B)
☒ Commercial General Liability (Occurrence Form) patterned after the current ISO form	Bodily Injury and Property Damage ☒ $1,000,000 per occurrence, $1,000,000 aggregate (Per Project) for Bodily Injury Liability and Property Damage Liability. This shall include Premises and Operations; Independent Contractors; Products and Completed Operations and Contractual Liability.
☒ Indemnification	Consistent with the provisions of §725.08, Florida Statutes, as amended, the Consultant agrees to indemnify hold harmless the City of Clewiston, its officers and employees from any and all liabilities, damages, losses and costs, including, but not limited to, reasonable attorneys' fees to the extent caused by the negligence recklessness, or intentional wrongful conduct of the Consultant and other persons employed or utilized by the Consultant, including, but not limited to its subconsultants, subcontractors, materialmen, in the performance of this contract, including any Change Orders or Supplemental Task Authorizations. Consistent with §768.28, Florida Statutes, as amended, the City of Clewiston agrees that the Consultant will not be liable for damages arising out of the negligence of the City of Clewiston, its officers, or employees.
☒ Automobile Liability	☒ $ 1,000,000 Each Occurrence; Bodily Injury & Property Damage Owned/Non-owned/Hired; Automobile Included
☒ Other insurance as noted:	☐ Watercraft $ _____ Per Occurrence ☐ United States Longshoreman's and Harbor Worker's Act coverage shall be maintained where applicable to the completion of the work. **STATUTORY**

	☐ Maritime Coverage (Jones Act) shall be maintained where applicable to the completion of the work. $ _____ Per Occurrence ☐ Property Insurance (Or Builder's Risk) **Full insurable value of the scope of the work** ☐ Pollution $ _____ Per Occurrence ☒ Professional Liability $1,000,000 per claim and in the aggregate ☐ Umbrella Excess $ _____ Per Occurrence
☐ Bid bond	Shall be submitted with proposal response in the form of certified funds, cashiers' check or an irrevocable letter of credit, a cash bond posted with the City Clerk, or proposal bond in a sum equal to 5% of the cost proposal. All checks shall be made payable to the City of Clewiston on a bank or trust company located in the State of Florida and insured by the Federal Deposit Insurance Corporation.
☐ Performance and Payment Bonds	If the box is checked for a project less than $200,000, a performance bond will be required. For projects in excess of $200,000, bonds shall be submitted with the executed contract by Proposers receiving award, and written for 100% of the Contract award amount, the cost borne by the Proposer receiving an award. The Performance and Payment Bonds shall be underwritten by a surety authorized to do business in the State of Florida and otherwise acceptable to Owner; provided, however, the surety shall be rated as "A-" or better as to general policy holders rating and Class V or higher rating as to financial size category and the amount required shall not exceed 5% of the reported policy holder's surplus, all as reported in the most current Best Key Rating Guide, published by A.M. Best Company, Inc. of 75 Fulton Street, New York, New York 10038. **Per §255.05, Florida Statutes, as amended, the Contractor shall provide a certified copy of the recorded bond to the City.**

☒ Vendor shall require that all subcontractors comply with the same insurance requirements that he is required to meet. The same Vendor shall provide City with certificates of insurance meeting the required insurance provisions.

☒ The City of Clewiston must be named as "**ADDITIONAL INSURED, INCLUDING PRODUCTS AND COMPLETED OPERATIONS**" on the Insurance Certificate for Commercial General Liability.

☒ The Certificate Holder shall be named as the City of Clewiston. The Certificates of Insurance must state the Contract Number, or Project Number, or specific Project description, or must read: "For any and all work performed on behalf of the City of Clewiston."

☒ **Thirty (30) Days Cancellation Notice (Except for Non-Payment of Premium which is ten (10) days)** Provided by the Insurance Carrier and/or the Vendor.

Policy shall be endorsed for Thirty (30) Days' Notice of Cancellation by the Insurance Carrier and a copy of the endorsement provided to the City of Clewiston.

EXHIBIT D

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion

Vendor Covered Transactions

(1) The prospective vendor certifies, by submission of this Annual Agreement, that neither it nor its principles are presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the vendor is unable to certify the above statement, the prospective vendor shall attach an explanation to this form.

VENDOR

Apex Companies, LLC

Company Name

DUNS Number

Signature

8/11/20

Date

Michael Giardullo, Division Manager

Print Name and Title

2122 Johnson Street

Street Address

Fort Myers, FL 33901

City, State, Zip

For City of Clewiston use only

To access the debarment search: https://www.sam.gov/SAM/ > Search Records tab > Enter DUNS number > Click Search

Company: [ ] is debarred [ ] is not debarred

Verified by: _____ Date: _____
Name

EXHIBIT E

Scrutinized Companies Statement

SWORN STATEMENT UNDER SECTION 287.135(5), FLORIDA STATUTES: THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted with Bid, Proposal, Quote, or Agreement for RFQ 2026-01, for Engineering Services for [Engineering Category].

2. This sworn statement is submitted by Apex Companies, LLC whose business address is 2122 Johnson St, Fort Myers, FL 33901 and its Federal Employer Identification Number (FEIN) is 52-1562320 (If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____.

3. My name is Michael Giardullo and my relationship to the above is Division Manager.

4. I understand that "awarding body" as defined in section 287.135(1) (a), Florida Statutes, means, for purposes of state contracts, an agency or the department, and for purposes of local contracts, the governing body of the local governmental entity.

5. I understand that "Boycott of Israel" as defined in section 287.135(1) (b), Florida Statutes, has the same meaning as defined in s. 215.4725.

6. I understand that "business operations" as defined in section 287.135(1) (c), Florida Statutes, means, for purposes specifically related to Cuba or Syria, engaging in commerce in any form in Cuba or Syria, including, but not limited to, acquiring, developing, maintaining, owning, selling, possessing, leasing, or operating equipment, facilities, personnel, products, services, personal property, real property, military equipment, or any other apparatus of business or commerce.

7. I understand that "local governmental entity" as defined in section 287.135(1) (d) means a county, municipality, special district, or other political subdivision of the state.

8. Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement.

[ ] Scrutinized Companies that Boycott Israel List (bid, proposal or contract renewal for any amount)

[ ] The entity submitting this sworn statement is not on the Scrutinized Companies that Boycott Israel List.

[ ] The entity submitting this sworn statement is on the Scrutinized Companies that Boycott Israel List.

[ ] Scrutinized Companies with Activities in Sudan List (bid, proposal or contract renewal for $1 Million or more)

[ ] The entity submitting this sworn statement is not on the Scrutinized Companies with Activities in Sudan List.

[ ] The entity submitting this sworn statement is on the Scrutinized Companies with Activities in Sudan List.

[ ] Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List (bid, proposal or contract renewal for $1 Million or more)

[ ] The entity submitting this sworn statement is not on the Scrutinized Companies with Activities in the

Iran Petroleum Energy Sector List.

[ ] The entity submitting this sworn statement is on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

[ ] **Business Operations in Cuba or Syria (bid, proposal or contract renewal for $1 Million or more)**

[ ] The entity submitting this sworn statement does not have business operations in Cuba or Syria.

[ ] The entity submitting this sworn statement does have business operations in Cuba or Syria.

The City will follow §287.135, Florida Statutes, as amended. If the City determines this Vendor has been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel after the contract is executed, the contract may be terminated by the City by written notification. If the City determines this Vendor is found to have submitted a false certification, placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or been engaged in business operations with Cuba or Syria, the City shall notify the Vendor of its determination by written notification.

By the signature(s) below, I/we, the undersigned, as authorized signatory to commit the firm, certify that the information as provided in this attachment, Scrutinized Companies Statement, is truthful and correct at the time of submission.

Michael Giardullo

AFFIANT

Typed Name of AFFIANT

Division Manager

Title

STATE OF Florida COUNTY OF Lee

The foregoing instrument was executed before me this 11th day of August, 2024,

by Michael Giardullo as Division Manager of Apex Companies

_____, who personally swore or affirmed that he/she is authorized to execute this document and thereby bind the Corporation, and who is personally known to me OR has

produced _____ as identification.

NOTARY PUBLIC, State of FL

(stamp)

FAVIOLA LUNA
Notary Public-State of Florida
Commission # HH 408917
My Commission Expires
June 11, 2027

For City of Clewiston use only

To access the lists: http://www.sbafla.com/fsb/ > Funds We Manage tab > FRS Pension Plan - Global Governance Mandates > Global Governance Mandate Quarterly Reports > most current quarter

Scrutinized Companies that Boycott Israel List:
[ ] entity is **NOT** on list [ ] entity is on list

Scrutinized Companies with Activities in Sudan List:
[ ] entity is **NOT** on list [ ] entity is on list

Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List:
[ ] entity is **NOT** on list [ ] entity is on list

Business Operations in Cuba or Syria:
[ ] entity is **NOT** on list [ ] entity is on list

Verified by:_____
Date:_____
Print Name

EXHIBIT F

Human Trafficking Affidavit – Florida Statute Section 787.06

SWORN STATEMENT UNDER SECTION 787.06(14), FLORIDA STATUTES: THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted with Bid, Proposal, Quote, or Agreement for RFQ 2026-01, for Engineering Services for [Engineering Category].

2. This sworn statement is submitted by Apex Companies, LLC whose business address is 2122 Johnson St, Fort Myers, FL 33901 and (if applicable) its Federal Employer Identification Number (FEIN) is 52-1562320.

3. My name is Michael Giardullo and my relationship to the above is Division Manager.

4. The non-governmental entity submitting this sworn statement does not use coercion for labor or services as defined in Florida Statute Section 787.06.

5. I understand that the City of Clewiston is relying upon this sworn statement and that failure to comply with the representations herein shall constitute a material breach of this Agreement and result in termination for cause.

By the signature(s) below, I/we, the undersigned, as authorized signatory to commit the firm, certify that the information as provided in this attachment, Human Trafficking Affidavit, is truthful and correct at the time of submission.

Michael Giardullo

AFFIANT — Typed Name of AFFIANT

Division Manager

Title

STATE OF Florida COUNTY OF Lee

The foregoing instrument was executed before me this 11th day of August, 2026, by Michael Giardullo as Division Manager of Apex Companies LLC, who personally swore or affirmed that he/she is authorized to execute this document and thereby bind the Corporation, and who is personally known to me OR has produced _____ as identification.

NOTARY PUBLIC, State of FL

(stamp)

FAVIOLA LUNA
Notary Public-State of Florida
Commission # HH 408917
My Commission Expires
June 11, 2027

Standard Billing Rates*

Florida

*Effective until March 2027

Category	Hourly Rate
Principal Engineer	$330
Principal Scientist Principal Planner Principal Surveyor	$310
Sr. Engineering Manager Sr. Project Manager	$275
Sr. Lead Scientist	$265
Sr. Survey Manager	$240
Sr. Construction Manager Project Manager	$235
Lead Scientist Associate Project Manager Sr. Project Engineer	$225
Engineering Manager	$220
Landscape Architect Sr. Planner	$210
Sr. Technician	$205
Sr Project Scientist	$200
Sr. CAD/GIS Technician Project Engineer	$190
Sr. Environmental Technician	$185

Category	Hourly Rate
Project Scientist	$180
CEI Project Administrator	$175
Staff Engineer	$170
Planner 3 Sr. Landscape Designer Technician 3 Staff Scientist	$165
Contract Support Specialist	$160
Planning Technician 3 CAD/GIS Technician 2 Landscape Designer	$150
Sr. Construction Engineer	$145
Sr. Construction Inspector CAD/GIS Technician 1	$140
Construction Inspector	$125
Project Administrator	$120
Administrative Services Manager Intern	$115
Office Manager Construction Technician	$110
Administrative	$100
Expert Witness	1.5 X Hourly Rate

Category	Hourly Rate
4-Person Field Crew	$300
3-Person Field Crew	$260
2-Person Field Crew	$205
1-Person Field Crew	$155

Reimbursable expenses are billed at cost plus 18 percent. Mileage is billed at the current IRS mileage rate.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 8/12/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Graham Company, a Marsh & McLennan Agency, LLC company 30 S 15th Street, 20th Floor Philadelphia PA 19102	**CONTACT NAME:** John Kilgarriff/Brianne Sullivan **PHONE (A/C, No, Ext):** 215-701-5440 **FAX (A/C, No):** **E-MAIL ADDRESS:** MMAEastGrahamKilgarriffUnit@MarshMMA.com
INSURED APEXCOM-01 Apex Companies, LLC 2101 Gaither Rd., Suite 500 Rockville, MD 20850	**INSURER(S) AFFORDING COVERAGE** / **NAIC #** INSURER A : Starr Surplus Lines Insurance Company — 13604 INSURER B : Tokio Marine America Insurance Company — 10945 INSURER C : Zurich-American Insurance Company — 16535 INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** 774100951 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY	Y		1000065707261	7/31/2026	7/31/2027	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,000
							MED EXP (Any one person)	$ 25,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY X PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
C	AUTOMOBILE LIABILITY			BAP 6393348-02	7/31/2026	7/31/2027	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
	X $10,000 Comp X $10,000 Coll							$
A	UMBRELLA LIAB X OCCUR			1000336571261	7/31/2026	7/31/2027	EACH OCCURRENCE	$ 5,000,000
	X EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 5,000,000
	DED RETENTION $							$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N	N/A		WC 6393347-02	7/31/2026	7/31/2027	X PER STATUTE OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N (Mandatory in NH)						E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
A A B	Professional Liability Pollution Liability Contractors Equipment			1000065707261 1000065707261 CPP6411631-04	7/31/2026 7/31/2026 7/31/2026	7/31/2027 7/31/2027 7/31/2027	Per Claim / Agg Per Occ / Agg Leased/Rented Equip	$1M / $2M $1M / $2M $325,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Property Policy #: CPP6411631-04 Tokio Marine America Insurance Company Policy Period: 7/31/2026 – 7/31/2027

Starr Excess Liability Policy: Provides excess coverage over the General Liability and Employers Liability policies listed above.

Excess Auto Liability:
Primary Auto Excess ($2M) – AXIS Surplus Insurance Company
Policy #: P-001-002070367-01
Policy Period: 7/31/2026 – 7/31/2027
See Attached...

CERTIFICATE HOLDER

The City of Clewiston
115 West Ventura Avenue
Clewiston FL 33440

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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AGENCY CUSTOMER ID: APEXCOM-01

LOC #:

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Graham Company,	Apex Companies, LLC 2101 Gaither Rd., Suite 500 Rockville, MD 20850
POLICY NUMBER	
CARRIER / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

Second Auto Layer Excess ($3M excess of $2M) – Gemini Insurance Company
Policy #: GVE100373001
Policy Period: 7/31/2026 – 7/31/2027

The AXIS and Gemini policies provide excess coverage over the Auto Liability policy listed above only.

Excess Liability:

Nautilus Insurance Company
$15,000,000 per occurrence/aggregate
Policy #: FFX2047705-11
Policy Period: 7/31/2026 – 7/31/2027
Ironshore Specialty Insurance Company
$5,000,000 per occurrence/aggregate
Policy #: XSCUW0033575201
Policy Period: 7/31/2026 – 7/31/2027

The Nautilus and Ironshore policies provide excess coverage over the General Liability, Auto Liability, Excess General Liability, Excess Auto Liability, Professional Liability, Pollution Liability, and Employers Liability policies listed above

City of Clewiston are addtiional insureds on the above General Liability Policy (including ongoing and completed operations) if required by written contract. Insurance Carrier will endeavor to provide certificate holder with 30 days notice of cancellation.

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The ACORD name and logo are registered marks of ACORD

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
Where Required By Written Contract	Where Required By Written Contract
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. **Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

 © Insurance Services Office, Inc., 2018

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
Where Required By Written Contract	Where Required By Written Contract
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. **Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

© Insurance Services Office, Inc., 2018

CITY OF CLEWISTON, FLORIDA
PROFESSIONAL MASTER SERVICES AGREEMENT

This Professional Services Agreement (hereinafter referred to as "Master Services Agreement" or "Agreement") is made and entered into this 6 day of August, 2026, between the City Commission of the City of Clewiston, a municipality incorporated in the State of Florida (hereinafter referred to as the "City") and Innovation Design & Consulting Engineers, LLC (hereinafter referred to as the "Consultant").

WITNESSETH

WHEREAS, the City desires to obtain the professional services of said Consultant to provide and perform professional services as further described hereinafter concerning the project to be referred to and identified as: Engineering Services for [Engineering Category]; and

WHEREAS, the Consultant hereby certifies that Consultant has been granted and possesses valid, current licenses to do business in the State of Florida and in the City of Clewiston, Florida, issued by the respective State Boards and Government Agencies responsible for regulating and licensing the professional services to be provided and performed by the Consultant pursuant to this Agreement; and

WHEREAS, the selection and engagement of the Consultant has been made by the City in accordance with the provisions of the Consultants Competitive Negotiation Act, §287.055, Florida Statutes, as amended.

NOW, THEREFORE, in consideration of the mutual covenants, terms and provisions contained herein, the parties hereto agree that with the mutual acceptance of this Agreement as indicated hereinafter by the execution of this Agreement by both parties that a contract shall exist between both parties consisting of:

ARTICLE 1.00-SCOPE OF PROFESSIONAL SERVICES
Consultant hereby agrees to provide and perform the professional services required and necessary to complete the services and work as set forth in the Scope of Professional Services, which is attached hereto and made a part of this Agreement.

ARTICLE 2.00-DEFINITIONS
The following definition of terms associated with this Agreement is provided to establish a common understanding between both parties to this Agreement as to the intended usage, application, and interpretation of such terms pertaining to this Agreement.

2.01 CITY
The term "City" shall refer to the City of Clewiston, a municipality incorporated within the State of Florida, and any official and/or employees thereof who shall be duly authorized to act on the City's behalf relative to this Agreement.

2.02 CONSULTANT
The term "Consultant" shall refer to the individual or firm offering professional services which by execution of this Agreement shall be legally obligated, responsible, and liable for providing and performing any and all of the services, work and materials, including services and/or work of sub-consultants and subcontractors, required under the covenants, terms and provisions contained in this Agreement and any and all change orders thereto.

2.03 PROFESSIONAL SERVICES
The term "Professional Services" shall refer to all of the services, work materials and all related professional, technical and administrative activities which are necessary to be provided and performed by the Consultant and its

employees and any and all sub-consultants and subcontractors the Consultant may engage to provide, perform and complete the services required pursuant to the covenants, terms and provisions of this Agreement.

2.04 SUB-CONSULTANT

The term "Sub-Consultant" shall refer to any individual or firm offering professional services which is engaged by the Consultant to assist the Consultant in providing and performing the professional services, work and materials for which the Consultant is contractually obligated, responsible and liable to provide and perform under this Agreement. The City shall not be a party to, responsible or liable for, or assume any obligation whatever for any agreement entered into between the Consultant and any sub-consultant.

2.05 SUBCONTRACTOR

The term "Subcontractor" shall refer to any individual, company or firm providing other than professional services which is engaged by the Consultant to assist the Consultant in contractually obligated, responsible, and liable to provide and perform under this Agreement. The City shall not be a party to, responsible or liable for, or assume any obligation whatever for any agreement entered into between the Consultant and any subcontractor.

2.06 PROJECT

The term "Project" shall refer to such facility, system, program or item as described in the summary statement set forth in the preamble of this Agreement.

2.07 BASIC SERVICES

The term "Basic Services" shall refer to the professional services set forth and required pursuant to this Agreement and as described in further detail in the attached Scope of Professional Services.

2.08 ADDITIONAL SERVICES

The term "Additional Services" shall refer to such professional services as the City may request and authorize, in writing, the Consultant to provide and perform relative to this Agreement which are not included in the basic services. Additional services shall be authorized by the execution of both parties to this Agreement by a change order agreement.

2.09 CHANGE ORDER

The term "Change Order" shall refer to a written document, change order agreement, executed by both parties to this Agreement setting forth and authorizing changes to the agreed upon scope of professional services and tasks, compensation and method of payment, time and schedule of performance, or project guidelines and criteria as such were set forth and agreed to in the initial agreement, supplemental task authorization(s), or previous change orders issued thereto. The change order document, which shall be executed on a City standard form, shall set forth the authorized changes to the: scope of professional services, tasks, work or materials to be performed or provided by the Consultant; the compensation and method of payment; the schedule or time period for performance and completion, and the guidelines, criteria and requirements pertaining thereto.

The amount of the change in contract compensation and time set forth in any and all change orders executed and issued under this Agreement shall be understood and agreed by both parties to this Agreement to be fair, equitable, adequate and complete. The changed compensation shall be understood and agreed to be the total of all costs associated with or impacted by the change order including, but not limited to, any and all direct costs, indirect costs and associated costs which may result from or be caused by the change order, and shall be understood and agreed to include a fair, equitable and adequate adjustment to cover the Consultant's general administrative and overhead costs and profit.

In the event the City decides to delete all, or portions, of the scope of services, task(s), or requirements set forth in the initial agreement, supplemental task authorizations or previously authorized change orders, the City may do so by issuance of a written change order to the Consultant.

2.10 SUPPLEMENTAL TASK AUTHORIZATION

The term "Supplemental Task Authorization" as used refers to a written document executed by both parties to an existing professional services agreement setting forth and authorizing a limited number of professional services, tasks, or work.

2.11 MAYOR

The term "Mayor" shall refer to the Mayor or his designee requesting the service, employed by the City Commission to serve and act on the City's behalf, as it relates to this project. The Mayor within the authority conferred by the City Commission, acting as the City's designated representative shall issue written notification to the Consultant of any and all changes approved by the City in the Consultant's: (1) compensation; (2) time and/or schedule of service delivery; (3) scope of services; or other change(s) relative to basic services and additional services pursuant to this Agreement or change order(s) or supplemental task authorization(s) pertaining thereto. The Mayor shall be responsible for acting on the City's behalf to administer, coordinate, interpret and otherwise manage the contractual provisions and requirements set forth in this Agreement, change order(s) or supplemental task authorization(s) issued thereunder.

2.12 PROJECT MANAGER

The term "Project Manager" shall refer to the person employed or retained by the City and designated, in writing, to serve and act on the City's behalf to provide direct contact and communication between the City and Consultant with respect to providing information, assistance, guidance, coordination, review, approval and acceptance of the professional services, work and materials to be provided and performed by the Consultant pursuant to this Agreement and such written change order(s) and supplemental task authorization(s) as are authorized. Project Manager is not authorized to, and shall not, issue any verbal, or written, request or instruction to the Consultant that would have the effect, or be interpreted to have the effect, of modifying or changing in any way whatever the: (1) scope of services to be provided and performed by the Consultant; (2) the time the Consultant is obligated to commence and complete all such services; (3) the amount of compensation the City is obligated or committed to pay the Consultant. The Project Manager shall review and make appropriate recommendations on all requests submitted by the Consultant for payment for services and work provided and performed, and reimbursable costs and expense, as provided for in this Agreement and change order(s), supplemental task authorization(s) thereto.

2.13 LUMP SUM FEE(S)

Lump Sum Fee(s), hereinafter identified as L.S., are understood and agreed to include all direct and indirect labor costs, personnel related costs, overhead and administrative costs, costs of sub-consultant(s) and/or sub-contractor(s), out-of-pocket expenses and costs, professional service fee(s) and any other costs or expenses which may pertain to the services and/or work to be performed, provided and/or furnished by the Consultant as may be required and/or necessary to complete each and every task set forth in the Scope of Professional Services, or as may be set forth in subsequent work orders, supplemental agreements, and/or change orders agreed to in writing by both parties to this Agreement.

2.14 NOT-TO-EXCEED FEE(S)

When all, or any portion, of the Consultant's compensation to provide and perform the services and work necessary and required pursuant to the tasks set forth in the Scope of Professional Services, and any change orders, supplemental task authorizations, and work orders authorized thereto, is established to be made on a not-to-exceed (NTE) amount basis, it is mutually understood and agreed that such compensation for each completed task shall be made on the following basis:

For the actual hours necessary, required and expected by the Consultant's professional and technical personnel, multiplied by the applicable hourly rates for each classification or position as set forth in the Compensation and Method of Payment, which is attached hereto and made a part of this Agreement, to the above referenced Agreement and any change orders or supplemental task authorizations authorized thereto; and

For the actual, necessary and required hours, and non-personnel expenses and costs, expended by sub-consultants and subcontractors engaged by the Consultant, multiplied by such hourly rates and unit costs as are agreed to by the City and the Consultant and as are set forth as a part of the above referenced Agreement and any change orders or supplemental task authorizations authorized thereto; and

With the understanding and agreement that the City shall pay the Consultant for all such costs and expenses within the established NTE amount for each task or sub-task subject to the Consultant presenting an itemized and detailed invoice with appropriate supporting documentation attached thereto to show evidence satisfactory to the City covering all such costs and expenses; and

With the understanding and agreement that the Consultant's invoices and all payments to be made for all NTE amounts shall be subject to the review, acceptance and approval of the City; and with the understanding and agreement that when the Consultant's compensation is established on a NTE basis for a specific task(s) or sub-task(s) the total amount of compensation to be paid the Consultant to cover all personnel costs, non-personnel reimbursable expenses and costs, and sub-consultant and subcontractor costs for any such specific task(s) or sub-task(s) shall not exceed the amount of the total NTE compensation established and agreed to for each specific task(s) or sub-task(s). In the event the amount of compensation for any task(s) or sub-task(s) to which the Consultant is entitled on the NTE basis set forth above is determined to be necessary, required and actually expended and is determined to be actually less than the NTE amount established for the specific task or sub-task, it is understood and agreed that any unexpended amount under a specific task or sub-task may not be used, applied, transferred, invoiced or paid for services or work provided or performed on any other task(s) or sub-task(s).

ARTICLE 3.00-OBLIGATIONS OF THE CONSULTANT

The obligations of the Consultant with respect to all the basic services and additional services authorized pursuant to this Agreement shall include, but not be limited to, the following:

3.01 LICENSES

The Consultant agrees to obtain and maintain throughout the period this Agreement is in effect all such licenses as are required to do business in the State of Florida, Hendry County and in the City of Clewiston, Florida, including, but not limited to, licenses required by the respective State Boards and other governmental agencies responsible for regulating and licensing the professional services provided and performed by the Consultant pursuant to this Agreement.

3.02 PERSONNEL

1) QUALIFIED PERSONNEL

The Consultant agrees when the services to be provided and performed relate to a professional service(s) which, under Florida Statutes, requires a license, certificate of authorization or other form of legal entitlement to practice such services, to employ and/or retain only qualified personnel to be in responsible charge of all basic services and additional services to be provided pursuant to this Agreement.

2) CONSULTANT'S PROJECT DIRECTOR

The Consultant agrees to employ and designate, in writing, a qualified and, if required by law, a licensed professional to serve as the Consultant's Project Director. The Consultant's Project Director shall be authorized and responsible to act on behalf of the Consultant with respect to directing, coordinating and administering all aspects of the services to be provided and performed under this Agreement thereto. The Consultant's Project Director shall have full authority to bind and obligate the Consultant on any matter arising under this Agreement unless substitute arrangements have been furnished to the City in writing. The Consultant agrees that the Project Director shall devote whatever time is required to satisfactorily direct, supervise and manage the services provided and performed by the Consultant throughout the entire period this Agreement is in effect. The person selected by the Consultant to serve as the Consultant's Project Director shall be subject to the prior approval and acceptance of the City.

3) CONSULTANT'S STAFF

Consultant will specify the technical and support staff who will be assigned to this project. Consultant will notify City's Project Manager of any changes and/or substitution of staff working on the project.

4) REMOVAL OF PERSONNEL

The Consultant agrees, within thirty (30) calendar days of receipt of a written request from the City, to promptly remove and replace the Consultant's Project Director, or any other personnel employed or retained by the Consultant, or personnel of the sub-consultant(s) or subcontractor(s) engaged by the Consultant to provide and/or perform services and/or work pursuant to the requirements of this Agreement, who the City shall request, in writing, be removed, this request may be made by the City with or without cause.

5) IMMIGRATION LAW COMPLIANCE

Contractors providing services to the City, as a condition of each contract, must use E-Verify to verify the employment of any person hired during the contract term by the contractor and assigned by the Contractor to perform work for the City. Before any contract with the City is signed, proof of enrollment with E-Verify must be provided. The Contractor acknowledges that he will comply with the Immigration Reform and Control Act of 1986 and is committed to employing only those individuals who are authorized to work in the United States, by hiring employees who properly complete, sign and date the first section of the Immigration and Naturalization Services (INS) Form I-9 and presenting to the Contractor the original necessary document(s) to prove identity and employment eligibility, as verified through E-Verify.

The Contractor must also be responsible for entering into an agreement with each and every vendor and subcontractor that states that vendors and subcontractors (and their vendors) are independently responsible for their own employment decisions, including hiring, disciplinary and termination decisions, and will comply with the Immigration Reform and Control Act of 1986 and use the E-Verify system for verification. The agreements shall also state that each business is responsible for its own I-9 and other employment record-keeping requirements, and with compliance with all immigration laws.

3.03 TIMELY ACCOMPLISHMENT OF SERVICES

The timely performance and completion of the required services, work and materials is vitally important to the interests of the City. The City may suffer damages in the event that the Consultant does not accomplish and complete the required services in a timely manner. The Consultant agrees to employ, engage, retain and/or assign an adequate number of personnel throughout the period of this Agreement so that all basic services and additional services will be provided, performed and completed in a timely and diligent manner throughout.

3.04 STANDARDS OF PROFESSIONAL SERVICE

The work and/or services to be provided and/or performed by the Consultant and by any sub-consultant(s) and/or subcontractor(s) engaged by the Consultant as set forth in the Scope of Professional Services shall be done in accordance with the generally accepted standards of professional practice and in accordance with the laws, rules, regulations, ordinances and codes issued by those governmental agencies which have jurisdiction over all or a portion of this project and which are in effect at the time the City approves this Agreement.

3.05 CORRECTION OF ERRORS, OMISSIONS OR OTHER DEFICIENCIES

1) RESPONSIBILITY TO CORRECT

The Consultant agrees to be responsible for the professional quality, technical adequacy and accuracy, timely completion, and the coordination of all data, studies, surveys, designs, specifications, calculations, estimates, plans, drawings, construction documents, photographs, reports, memoranda, other documents and instruments, and other services, work and materials performed, provided, and/or furnished by Consultant or by any sub-consultant(s) and/or subcontractor(s) retained or engaged by the Consultant pursuant to this Agreement. The Consultant shall, without additional compensation, correct or revise any errors, omissions or deficiencies in such data, studies, surveys, designs, specifications, calculations, estimates, plans, drawings, construction documents and instruments,

in its services, work and materials resulting from the negligent act, errors or omissions or intentional misconduct of Consultant or any sub-consultant(s) or subcontractor(s) engaged by the Consultant.

2) CITY'S APPROVAL SHALL NOT RELIEVE CONSULTANT OF RESPONSIBILITY

Neither review, approval, nor acceptance by the City of data, studies, surveys, designs, specifications, calculations, estimates, plans, drawings, construction documents, photographs, reports, memoranda, other documents and instruments, and incidental professional services, work and materials furnished hereunder by the Consultant, or any sub-consultant(s) or subcontractor(s) engaged by the Consultant to provide and perform services in connection with this Agreement. Neither the City's review, approval or acceptance of, nor payment for, any of the Consultant's services, work and materials shall be construed to operate as a waiver of any of the City's rights under this Agreement, or any cause of action it may have arising out of the performance of this Agreement.

3.06 LIABILITY AND HOLD HARMLESS

Consistent with the provisions of §725.08, Florida Statutes, as amended, the Consultant agrees to indemnify and hold harmless the City of Clewiston, its officers and employees from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Consultant and other persons employed or utilized by the Consultant, including, but not limited to sub-consultants, sub-contractors and materialmen, in the performance of this contract, including any Change Orders or Supplemental Task Authorizations. Consultant and City agree that the monetary limitation on the indemnification provided under this contract is limited to the full amount of the contract award (i.e. Compensation to be paid Consultant as set forth in the attached Exhibit B), including any sums added or subtracted from the contract award through Change Orders or Supplemental Task Authorizations. Consistent with §768.28, Florida Statutes, as amended, City agrees that the Consultant will not be liable for damages arising out of the negligence of the City, its officers, or employees.

3.07 NOT TO DIVULGE CERTAIN INFORMATION

Consultant agrees, during the term of this Agreement, not to divulge, furnish or make available to any third person, firm, or organization, without City's prior written consent, or unless incident to the proper performance of Consultant's obligations hereunder, or in the course of judicial or legislative proceedings where such information has been properly subpoenaed, any non-public information concerning the services to be rendered by Consultant or any sub-consultant(s) or subcontractor(s) pursuant to this Agreement. Consultant shall require all of its employees, sub-consultant(s) and subcontractor(s) to comply with the provisions of this paragraph.

3.08 CONSULTANT TO REPAIR PROPERTY DAMAGE CAUSED BY THE CONSULTANT

Consultant agrees to promptly repair and/or replace, or cause to have repaired and/or replaced, at its cost and expenses and in a manner acceptable to and approved by the City, any property damage arising out of, or caused by, the willful or negligent acts of the Consultant, or of its sub-consultants and/or subcontractors. This Consultant's obligation under this sub-article does not apply to property damage caused by any other Consultant or Contractor engaged directly by the City.

The City reserves the right, should the Consultant fail to make such repairs and/or replacement within a reasonable period of time after written notice, to cause such repairs and/or replacement to be made by others and for all costs and expenses associated with having such repairs and/or replacement done to be paid for by the Consultant, or by the Consultant reimbursing the City for all such costs and expenses.

3.09 RESPONSIBILITY FOR ESTIMATES

1) In the event the services required pursuant to this Agreement include the Consultant preparing and submitting to the City cost estimates, the Consultant, by exercise of this experience, effort, knowledge and judgment, shall develop such cost estimates as are set forth in, or as may be required under this Agreement. Any opinions or estimates of probable construction costs to be provided under this Agreement by the Consultant are to be made or reviewed on the basis of Consultant's experience and qualifications and represent the Consultant's judgment as an experienced and qualified professional,

familiar generally with the construction industry. The City agrees that the Consultant has no control over the cost of labor, materials, equipment, or services furnished by others or control over competitive bidding or market conditions, nor the Contractor's methods of determining prices. However, while Consultant cannot and does not guarantee that proposals, bids, or actual final construction costs will not vary from the opinions or estimates prepared or reviewed by the Consultant, City may choose to employ an independent cost estimator in order to achieve greater assurance of actual construction costs.

3.10 PERMITS

The Consultant, if applicable to the Consultant's Scope of Services, will be responsible for preparing and submitting all required applications and other supportive information necessary to assist the City in obtaining all reviews, approvals and permits, with respect to the Consultant's design, drawings and specifications required by any governmental body having authority over the project. Any fees required for such reviews, approvals or permits will be covered by a check issued by the City and made payable to the respective governmental body upon the Consultant furnishing the City satisfactory documentation of such fees. The Consultant will be similarly responsible for preparing and submitting all required applications and other supportive information necessary to assist the City in obtaining any renewals and/or extensions of reviews, approvals or permits that may be required while this Agreement is in effect. The City shall, at the Consultant's request, assist in obtaining required signatures and provide the Consultant with all information known to be available to the City so as to assist the Consultant in the preparation and submittal of any original, renewal or extension of required reviews, approvals or permits.

3.11 ADDITIONAL SERVICES

Should the CITY request the Consultant to provide and perform professional services for this project which are not set forth in the Scope of Professional Services, the Consultant agrees to provide and perform such additional services as may be agreed to in writing by both parties to this Agreement.

Such additional services shall constitute a continuation of the professional services covered under this Agreement and shall be provided and performed in accordance with the covenants, terms, and provisions set forth in this Agreement thereto.

Additional services shall be administered and authorized as change orders or supplemental task authorizations under this Agreement. The Consultant shall not provide or perform, nor shall the City incur or accept any obligation to compensate the Consultant for any additional services unless and until a written change order or supplemental task authorization has been agreed to and executed by both parties.

Each such change order or supplemental task authorization shall set forth a comprehensive, detailed description of: (1) the scope of the additional services requested; (2) the basis of compensation; and (3) the period of time and/or schedule for performing and completing said additional services.

3.12 TRUTH-IN-NEGOTIATIONS CERTIFICATE

The City may request the Consultant to execute a Truth-in-Negotiations Certificate ("Certificate"). The Certificate shall state that wage rates and other factual unit costs supporting the compensation are accurate, complete and current at the time this Agreement is executed. The original contract price and any additions thereto shall be adjusted to exclude any significant sums by which the City determines the contract price was increased due to inaccurate, incomplete or noncurrent wage rates or other factual unit costs.

3.13 COMPLETION OF TASKS

Unless otherwise set forth in the Agreement, the Consultant shall be responsible for providing and performing professional services, work, equipment, material, personnel, supplies, facilities, transportation and administrative support that are necessary and required to complete all of the tasks set forth in the Scope of Professional Services, change orders and supplemental task authorizations authorized. The compensation to be paid the Consultant as set forth in the Compensation and Method of Payment, change orders, and supplemental task authorizations

authorized thereto shall be understood and agreed to compensate the Consultant for providing and performing professional services, work, equipment, material, personnel, supplies, facilities, transportation and administrative support that are necessary and required to complete the tasks set forth in the Scope of Professional Services, change orders and supplemental task authorizations authorized thereto as stated above.

ARTICLE 4.00-OBLIGATIONS OF THE CITY

4.01 DESIGNATION OF PROJECT MANAGER

The City agrees after the execution of this Agreement to promptly advise the Consultant, in writing, of the person designated to serve and act as the City's Project Manager. Such notification shall be provided to the Consultant by the Project Manager.

4.02 AVAILABILITY OF CITY INFORMATION

1) PROJECT GUIDELINES AND CRITERIA

Guidelines to the Consultant regarding requirements the City has established or suggests relative to the project including, but not limited to such items as: goals, objectives, constraints, and any special financial, budgeting, space, site, operational, equipment, technical, construction, time and scheduling criteria are set forth in the Project Guidelines and Criteria, which is attached hereto and made a part of this Agreement.

2) CITY TO PROVIDE PERTINENT REFERENCE MATERIAL

At the Consultant's request, the City agrees to provide to the Consultant, at no cost to the Consultant, all pertinent information known to be available to the City to assist the Consultant in providing and performing the required professional services. Such information may include, but not be limited to: previous reports; plans, drawings and specifications; maps; property, boundary, easement, right-of-way, topographic, reference monuments, control points, plats and related survey data; data prepared or services furnished by others to the City such as sub-surface investigations, laboratory tests, inspections of natural and man-made materials, property appraisals, studies, designs and reports.

4.03 AVAILABILITY OF CITY'S DESIGNATED REPRESENTATIVES

The City agrees that the Mayor and the Project Manager shall be available within a reasonable period of time, with reasonable prior notice given by the Consultant, to meet and/or consult with the Consultant on matters pertaining to the services to be provided and performed by the Consultant. The City further agrees to respond within a reasonable period of time to written requests submitted by the Consultant.

4.04 ACCESS TO CITY PROPERTY

The City agrees, with reasonable prior written notice given by the Consultant, to provide the Consultant with access within a reasonable period of time to City property, facilities, buildings and structures to enable the Consultant to provide and perform the required professional services and work pursuant to this Agreement. Such rights of access shall not be exercised in such a manner or to such an extent as to impede or interfere with City operations, or the operations carried on by others under a lease, or other contractual arrangement with the City, or in such a manner as to adversely affect the public health and safety. Such access may, or may not be, within the Consultant's normal office and/or field work days and/or work hours.

ARTICLE 5.00-COMPENSATION AND METHOD OF PAYMENT

5.01 BASIC AND ADDITIONAL SERVICES

The City shall pay the Consultant for all requested and authorized basic services rendered hereunder by the Consultant and completed in accordance with the requirements, provisions, and/or terms of this Agreement and accepted by the City in accordance with the provisions for compensation and payment of said basic services set forth and prescribed in the Compensation and Method of Payment or on the basis of such changes to the established compensation as may be mutually agreed to by both parties to this Agreement as evidenced by a written change order executed by both parties.

5.02 METHOD OF PAYMENT

1) MONTHLY STATEMENTS

The Consultant shall be entitled to submit not more than one (1) invoice statement to the City each calendar month covering services rendered during the preceding calendar month. The Consultant's invoice statement(s) shall be itemized to correspond to the basis of compensation as set forth in the Agreement, or change order(s) and supplemental task authorization(s) thereunder.

2) PAYMENT FOR SERVICES PERFORMED

The City shall pay the Consultant for services performed using either of the following methods, or using a combination thereof:

a) The City shall pay Consultant on the basis of services completed for tasks set forth in the Scope of Professional Services and the Compensation and Method of Payment, as evidenced by work products such as reports, drawings, specifications, etc., submitted by the Consultant and accepted by the City. No payments shall be made for Consultant's work-in-progress until service items for which payment amounts have been established and set forth in this Agreement have been completed by the Consultant and accepted by the City.

b) The City shall pay the Consultant for services performed for tasks set forth in the Scope of Professional Services and the Compensation and Method of Payment on the basis of an invoice statement covering Consultant's work-in-progress expressed as a percentage of the total cost of the service and/or work required for each task invoiced in this manner. All such work-in-progress percentages are subject to the review and approval of the City. The decision of the City shall be final as to the work-in-progress percentages paid. Payment by the City for tasks on a work-in-progress percentage basis shall not be deemed or interpreted in any way to constitute an approval or acceptance by the City of any such service or work-in-progress. The Consultant shall be responsible for correcting, re-doing, modifying or otherwise completing the services and work required for each task before receiving final, full payment whether or not previous work-in-progress payments have been made. All tasks to be paid for on a work-in-progress percentage basis shall be agreed to by both parties to the Agreement and each task to be paid in this manner shall be identified in the Compensation and Method of Payment with the notation (WIPP). Only tasks so identified will be paid on a work-in-progress percentage basis.

3) PAYMENT SCHEDULE

The City shall issue payment to the Consultant within thirty (30) calendar days after receipt of an invoice statement from the Consultant in an acceptable form and containing the requested breakdown and detailed description and documentation of charges. Should the City object or take exception to the amount of any Consultant's invoice statement, the City shall notify the Consultant of such objection or exception within the thirty (30) calendar days payment period set forth hereinbefore. If such objection or exception remains unresolved at the end of said thirty (30) calendar days' period, the City shall withhold the disputed amount and make payment to the Consultant of the amount not in dispute. Payment of any disputed amount, or adjustments thereto, shall be made within thirty (30) calendar days of the date such disputed amount is resolved by mutual agreement of the parties to this Agreement.

5.03 PAYMENT WHEN SERVICES ARE TERMINATED AT THE CONVENIENCE OF THE CITY

In the event of termination of this Agreement at the convenience of the City, not at the fault of the Consultant, the City shall compensate the Consultant only for the services performed prior to the effective date of termination, reimbursable expenses then due and reasonable expenses incurred by the Consultant in affecting the termination of services and work, and incurred by the submittal to the City of project drawings, plans, data, and other project documents.

5.04 PAYMENT WHEN SERVICES ARE SUSPENDED

In the event the City suspends the Consultant's services and work on all or part of the services required to be provided and performed by the Consultant pursuant to this Agreement, the City shall compensate the Consultant only for the services performed prior to the effective date of suspension, reimbursable expenses then due and any reasonable expenses incurred or associated with, or as a result of such suspension.

5.05 NON-ENTITLEMENT TO ANTICIPATED FEES IN THE EVENT OF SERVICE TERMINATION, SUSPENSION, ELIMINATION, CANCELLATION AND/OR DECREASE

In the event the services required pursuant to this Agreement are terminated, eliminated, cancelled, or decreased due to: (1) termination; (2) suspension in whole or in part; (3) and/or are modified by the subsequent issuance of supplemental task authorization(s) and/or change order(s), other than receiving the compensation set forth in Payment When Services are Terminated at the Convenience of the City and Payment When Services are Suspended, the Consultant shall not be entitled to receive compensation for anticipated professional fees, profit, general and administrative overhead expenses or for any other anticipated income or expense which may be associated with the services which are terminated, suspended, eliminated, cancelled or decreased.

ARTICLE 6.00-TIME AND SCHEDULE OF PERFORMANCE

6.01 NOTICE TO PROCEED

Following the execution of this Agreement by both parties, and after the Consultant has complied with the insurance requirements set forth hereinafter, the City may authorize specific tasks to be completed. Upon agreement on the scope and fee for this work and execution of supplemental task authorization, the City will issue the Consultant a written notice to proceed. Following the issuance of such notice to proceed the Consultant shall be authorized to commence work and the Consultant thereafter shall commence work promptly and shall carry on all such services and work as may be required in a timely and diligent manner to completion.

6.02 TIME OF PERFORMANCE

The Consultant agrees to complete the services required pursuant to this Agreement within the time period(s) for completion of the various phases and/or tasks of the project services set forth and described in this Agreement, as set forth in the Schedule of Performance, which is attached hereto and made a part of this Agreement.

Should the Consultant be obstructed or delayed in the prosecution or completion of its obligations under this Agreement as a result of causes beyond the control of the Consultant, or its sub-consultant(s) and/or subcontractor(s), and not due to their fault or neglect, the Consultant shall notify the City, in writing, within five (5) calendar days after the commencement of such delay, stating the cause(s) thereof and requesting an extension of the Consultant's time of performance. Upon receipt of the Consultant's request for an extension of time, the City shall grant the extension if the City determines the delay(s) encountered by the Consultant, or its sub-consultant(s) and/or subcontractor(s), is due to unforeseen causes and not attributable to their fault or neglect.

6.03 CONSULTANT WORK SCHEDULE

The Consultant shall be required as a condition of this Agreement to prepare and submit to the City, on a monthly basis, commencing with the issuance of the notice to proceed, a Consultant's work schedule. The work schedule shall set forth the time and manpower scheduled for all of the various phases and/or tasks required to provide, perform and complete all of the services and work required completion of the various phases and/or tasks of the project services set forth and described in this Agreement, as set forth in the Schedule of Performance, pursuant to this Agreement in such a manner that the Consultant's planned and actual work progress can be readily determined. The Consultant's work schedule of planned and actual work progress shall be updated and submitted by the Consultant to the City on a monthly basis.

6.04 FAILURE TO PERFORM IN A TIMELY MANNER

Should the Consultant fail to commence, provide, perform and/or complete any of the services and work required pursuant to this Agreement in a timely and diligent manner, the City may consider such failure as justifiable cause to terminate this Agreement. As an alternative to termination, the City at its option, may, upon written notice to

the Consultant, and affording Consultant reasonable time and opportunity to investigate, refute or cure, withhold any or all payments due and owing to the Consultant, not to exceed the amount of the compensation for the work in dispute, until such time as the Consultant resumes performance of its obligations in such a manner as to get back on schedule in accordance with the time and schedule of performance requirements set forth in this Agreement, or any change order(s) and supplemental task authorization(s) issued thereto.

ARTICLE 7.00-SECURING AGREEMENT

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

ARTICLE 8.00-CONFLICT OF INTEREST

The Consultant represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder. The Consultant further agrees that no person having any such interest shall be employed or engaged by the Consultant for said performance.

If Consultant, for itself and on behalf of its sub-consultants, is about to engage in representing another client, which it in good faith believes could result in a conflict of interest with the work being performed by Consultant or such sub-consultant under this Agreement, then it will promptly bring such potential conflict of interest to the City's attention, in writing. The City will advise the Consultant, in writing, within ten (10) calendar days as to the period of time required by the City to determine if such a conflict of interest exists. If the City determines that there is a conflict of interest, Consultant or such sub-consultant shall decline the representation upon written notice by the City.

If the City determines that there is not such conflict of interest, then the City shall give its written consent to such representation. If Consultant or sub-consultant accepts such a representation without obtaining the City's prior written consent, and if the City subsequently determines that there is a conflict of interest between such representation and the work being performed by Consultant or such sub-consultant under this Agreement, then the Consultant or such sub-consultant agrees to promptly terminate such representation. Consultant shall require each of such sub-consultants to comply with the provisions of this section.

Should the Consultant fail to advise or notify the City as provided hereinabove of representation which could, or does, result in a conflict of interest, or should the Consultant fail to discontinue such representation, the City may consider such failure as justifiable cause to terminate this Agreement.

ARTICLE 9.00-ASSIGNMENT, TRANSFER AND SUBCONTRACTS

The Consultant shall not assign or transfer any of its rights, benefits or obligations hereunder, except for transfers that result from: (1) the merger or consolidation of Consultant with a third party; or (2) the disestablishment of the Consultant's professional practice and the establishment of a successor Consultant, or consulting organization. Nor shall the Consultant subcontract any of its service obligations hereunder to third parties, except as otherwise authorized in this Agreement thereto, without prior written approval of the City. The Consultant shall have the right, subject to the City's prior written approval, to employ other persons and/or firms to serve as sub-consultants and/or subcontractors to Consultant in connection with Consultant providing and performing services and work pursuant to the requirements of this Agreement. The City shall have the right and be entitled to withhold such approval. Such approval shall not be unreasonably withheld.

In providing and performing the services and work required pursuant to this Agreement, Consultant intends to engage the assistance of the sub-consultant(s) and/or subcontractor(s) set forth in Consultant's Associated Sub-Consultants and Subcontractors, which is attached hereto and made a part of this Agreement.

ARTICLE 10.00-APPLICABLE LAW

Unless otherwise specified, this Agreement shall be governed by the laws, rules, regulations of the State of Florida, or the laws, rules, and regulations of the United States when providing services funded by the United States Government.

ARTICLE 11.00-COVENANTS AGAINST DISCRIMINATION FOR PROJECTS WITH FUNDS APPROPRIATED FROM CLEWISTON GENERAL REVENUES

The Consultant for itself, its successors in interest, and assigns as part of the consideration thereof, does hereby covenant and agree that in the furnishing of services to City hereunder, no person on the grounds of race, color, national origin, handicap, or sex shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination. The Consultant shall comply with the state laws in the hiring of sub-consultants.

ARTICLE 12.00-WAIVER OF BREACH

Waiver by either party of a breach of any provision of this Agreement shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms of this Agreement.

ARTICLE 13.00-INSURANCE

For the Insurance Section and Exhibit, Consultant will be referred to as "Vendor". The Vendor shall at its own expense, carry and maintain insurance coverage from responsible companies duly authorized to do business in the State of Florida as set forth in Insurance and Bonding Requirements of this solicitation.

The Vendor shall procure and maintain property insurance (Builder's Risk, Installation Floaters, etc.) upon the entire project, if required, to the full insurable value of the scope of work. The City and the Vendor waive against each other and the City's separate Vendors, Contractors, Design Consultants, Subcontractors, agents and employees of each and all of them, all damages covered by property insurance provided herein, except such rights as they may have to the proceeds of such insurance. The Vendor and City shall, where appropriate, require similar waivers of subrogation from the City's separate Vendors, Design Consultants and Subcontractors and shall require each of them to include similar waivers in their contracts. All deductibles for property insurance procured by the Vendor shall be the responsibility of the Vendor.

Certificates issued as a result of the award of this solicitation must identify: "For any and all work performed on behalf of the City of Clewiston."

The General Liability Policy provided by Vendor to meet the requirements of this solicitation shall name the City of Clewiston, Florida, as an additional insured including completed operations (and products if applicable). The policy shall be endorsed to be primary to any similar coverage carried by the City.

The Certificate Holder shall be named as: City of Clewiston. The Certificates of Insurance must state the Contract Number, or Project Number, or specific project description, or must read: "For any and all work performed on behalf of the City of Clewiston."

The amounts and types of insurance coverage shall conform to the minimum requirements set forth in Insurance and Bonding Requirements with the use of Insurance Services Office (ISO) forms and endorsements or their equivalents. If Vendor has any self-insured retentions or deductibles under any of the below listed minimum required coverage, Vendor must identify on the Certificate of Insurance the nature and amount of such self-insured retentions or deductibles and provide satisfactory evidence of financial responsibility for such obligations. All self-insured retentions or deductibles will be Vendor's sole responsibility.

Coverage(s) shall be maintained without interruption from the date of commencement of the work until at least thirty (30) days beyond the date of completion or warranty period, whichever is greater, or otherwise as specified in this solicitation if longer.

The Vendor and/or its insurance carrier shall provide thirty (30) days written notice to the City of policy cancellation or non-renewal on the part of the insurance carrier or the Vendor except for non-payment which shall be ten (10) days. The Vendor shall also notify the City, in a like manner, within twenty-four (24) hours after receipt, of any notices of expiration, cancellation, non-renewal or material change in coverage or limits received by Vendor from its insurer and nothing contained herein shall relieve Vendor of this requirement to provide notice.

Should at any time the Vendor not maintain the insurance coverage(s) required herein, the City may terminate the Agreement or at its sole discretion shall be authorized to purchase such coverage(s) and charge the Vendor for such coverage(s) purchased. If Vendor fails to reimburse the City for such costs within thirty (30) days after demand, the City has the right to offset these costs from any amount due Vendor under this Agreement or any other agreement between the City and Vendor. The City shall be under no obligation to purchase such insurance, nor shall it be responsible for the coverage(s) purchased or the insurance company or companies used. The decision of the City to purchase such insurance coverage(s) shall in no way be construed to be a waiver of any of its rights under the Contract Documents.

If the initial or any subsequently issued Certificate of Insurance expires prior to the completion of the scope of work, the Vendor shall furnish to the City renewal or replacement Certificate(s) of Insurance not later than ten (10) calendar days after the expiration date on the certificate. Failure of the Vendor to provide the City with such renewal certificate(s) shall be considered justification for the City to terminate any and all contracts.

ARTICLE 14.00-DUTIES AND OBLIGATIONS IMPOSED ON THE CONSULTANT

The duties and obligations imposed upon the Consultant by this Agreement and the rights and remedies available hereunder shall be in addition to, and not a limitation of, any otherwise imposed or available by law or statute.

ARTICLE 15.00-REPRESENTATION OF THE CITY

The Consultant in providing and performing the services and work required pursuant to this Agreement thereto shall only represent the City in this manner and to the extent specifically set forth in writing in this Agreement or thereto, and as provided in any written change order(s) and supplemental task authorization(s) issued thereunder.

In the event the Consultant's services or work involves construction contract administrative support services, the Consultant is not authorized to act on the City's behalf, and shall not act on the City's behalf, in such a manner as to result in change(s) to (1) the cost or compensation to be paid the construction contractor; or (2) the time for completing the work as required and agreed to in the construction contract; or (3) the scope of the work set forth in the construction contract documents, unless such representation is specifically provided for, set forth and authorized in this Agreement or thereto.

The City will neither assume nor accept any obligation, commitment, responsibility or liability which may result from representation by the Consultant not specifically provided for and authorized as stated hereinabove.

ARTICLE 16.00-OWNERSHIP OF DOCUMENTS

All final documents such as drawings, tracings, notes, computer files, photographs, plans, specifications, maps, evaluations, reports and other records and data relating to this project, other than working papers, specifically prepared or developed by the Consultant under this Agreement shall be property of the Consultant until the Consultant has been paid for providing and performing the services and work required to produce such documents.

Upon completion or termination of this Agreement, or upon the issuance by the City of a written change order deleting all or portions of the scope of services or task(s) to be provided or performed by the Consultant, all of the above documents, to the extent requested in writing by the City, shall be delivered by the Consultant to the City within seven (7) calendar days of the City making such a request. In the event the City gives the Consultant a written Notice of Termination of all or part of the services or work required, or upon the issuance to the Consultant by the City of a written change order deleting all or part of the services or work required, the Consultant shall

deliver to the City the requested documents as set forth hereinabove, with the mutual understanding and commitment by the City that compensation earned or owing to the commitment by the City that compensation earned or owing to the Consultant for services or work provided or performed by the Consultant prior to the effective date of any such termination or deletion will be paid to the Consultant within thirty (30) calendar days of the date of issuance of the notice of termination or change order.

The Consultant, at its expense, may make and retain copies of all documents delivered to the City for reference and internal use. The Consultant shall not, and agrees not to, use any of these documents, data and information contained therein on any other project or for any other client without the prior expressed written permission of the City.

Any use by the City of said documents, data and information contained therein, obtained by the City under the provisions of this Agreement for therein, obtained by the City under the provisions of this Agreement for any purpose not within the scope of this Agreement shall be at the risk of the City, and without liability to the Consultant. The City shall be liable and agrees to be liable for and shall indemnify, defend and hold the Consultant harmless for any and all claims, suits, judgments or damages, losses and expenses including court costs, expert witness and professional consultation services, and attorneys' fees arising out of the City's use of such documents in a manner contrary to the provisions set forth hereinabove. The City hereby acknowledges receipt of $10.00 (ten and no hundred dollars) and other good and valuable consideration from the Consultant which has been paid as specific consideration for the indemnification provided herein.

ARTICLE 17.00-MAINTENANCE OF RECORDS

The Consultant will keep and maintain adequate records and supporting documentation applicable to all of the services, work, information, expense, costs, invoices and materials provided and performed pursuant to the requirements of this Agreement. Said records and documentation will be retained by the Consultant for a minimum of five (5) years from the date of termination of this Agreement.

The City and its authorized agents shall, with reasonable prior notice, have the right to audit, inspect and copy all such records and documentation as often as the City deems necessary during the period of this Agreement, and during the period five (5) years thereafter; provided, however, such activity shall be conducted only during normal business hours and at the expense of the City, and provided further that to the extent provided by law the City shall retain all such records confidential.

17.01 COMPLIANCE WITH PUBLIC RECORDS LAW

The Consultant must comply with Florida public records laws, specifically to:

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

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 copied within a reasonable time at a cost that does not exceed the cost 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 requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the Contract if the Consultant does not transfer the records to the City.

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

e) The City will consider it a breach of contract should the Consultant fail to comply with any public records request.

f) A Consultant who fails to provide the public records to the City within a reasonable time may be subject to penalties under §119.10, Florida Statutes, as amended.

g) **IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS (CITY CLERK) AT: (863) 983-1484, CITY OF CLEWISTON, 115 W. Ventura Ave., Clewiston, Florida 33440, Fransheska.berrios@clewiston-fl.gov.**

h) If the Consultant is not providing the requested public records, the burden of proof is on the Consultant to show why they did not comply with the request.

ARTICLE 18.00-HEADINGS

The headings of the articles, sections, exhibits, attachments, phases or tasks as contained in this Agreement are for the purpose of convenience only and shall not be deemed to expand, limit or change the provisions contained in such articles, sections, exhibits, attachments, phases or tasks.

ARTICLE 19.00-ENTIRE AGREEMENT

This Agreement, including referenced exhibits and attachments hereto, constitutes the entire agreement between the parties hereto and shall supersede, replace and nullify any and all prior agreements or understandings, written or oral, relating to the matters set forth herein, and any such prior agreements or understandings shall have no force or effect whatever on this Agreement.

The following listed documents, which are referred to hereinbefore, are attached to and are acknowledged, understood and agreed to be an integral part of this Agreement:

Exhibit A entitled Scope of Professional Services
dated 6-AUG-2026.

Exhibit B entitled Truth in Negotiation Certificate
dated 6-AUG-2026.

Exhibit C entitled Insurance and Bonding Requirements
dated 6-AUG-2026.

Exhibit D entitled Vendor's Insurance Statement
dated 6-AUG-2026.

Exhibit E Scrutinized Companies Statement
dated 6-AUG-2026.

Exhibit F Human Trafficking Affidavit
dated 6-AUG-2026.

ARTICLE 20.00-NOTICES AND ADDRESS OF RECORD

20.01 NOTICES BY CONSULTANT TO CITY

All notices required and/or made pursuant to this Agreement to be given by the Consultant to the City shall be in writing and shall be given by the United States Postal Service Department first class mail service postage prepaid, addressed to the following City address of record and sent to the attention of the City's Project Manager unless waived by City:

Mayor
City of Clewiston
115 W. Ventura Ave.
Clewiston, FL 33440

Copy: City Attorney
City of Clewiston
115 W. Ventura Ave.
Clewiston, FL 33440

20.02 NOTICES BY CITY TO CONSULTANT

All notices required and/or made pursuant to this Agreement to be given by the City to the Consultant shall be made in writing and shall be given by the United States Postal Service Department first class mail service, postage prepaid, addressed to the following Consultant's address of record unless waived by Consultant:

[Consultant] INNOVATION DESIGN & CONSULTING ENGINEERS LLC
[Address] 1201 6TH AVE. W SUITE 417
[Address] BRADENTON FL 34205
Telephone Number: 706-203-7692

ATTENTION: [Project Lead will be identified with each Task Order]
Project Director

20.03 CHANGE OF ADDRESS OF RECORD

Either party may change its address of record by written notice to the other party per above contacts.

ARTICLE 21.00-TERM

This Agreement is effective as of 8-AUG-2026, 2026. The Agreement period is for ten (10) years with the option to renew for an additional five (5) years.

ARTICLE 22.00-TERMINATION

This Agreement may be terminated by the City at its convenience, or due to the fault of the Consultant, by the City giving thirty (30) calendar days written notice to the Consultant.

If the Consultant is adjudged bankrupt or insolvent; if it makes a general assignment for the benefit of its creditors; if a trustee or receiver is appointed for the Consultant or for any of its property; if it files a petition to take advantage of any debtor's act or to reorganize under the bankruptcy or similar laws; if it disregards the authority of the City's designated representatives; if it otherwise violates any provisions of this Agreement; or for any other just cause, the City may, without prejudice to any other right or remedy, and after giving the Consultant a thirty (30) calendar days written notice, terminate this Agreement.

In addition to the City's contractual right to terminate this Agreement in its entirety as set forth above, the City may also, at its convenience, stop, suspend, supplement or otherwise change all, or any part of, the Scope of Professional Services or the Project Guidelines and Criteria, or as such may be established by change order or supplemental task authorization. The City shall provide written notice to the Consultant in order to implement a stoppage, suspension, supplement or change.

The Consultant may request that this Agreement be terminated by submitting a written notice to the City dated not less than thirty (30) calendar days prior to the requested termination date and stating the reason(s) for such a

request. However, the City reserves the right to accept or not accept the termination request submitted by the Consultant, effective unless and until Consultant is notified, in writing, by the City of its acceptance.

Notwithstanding anything to the contrary herein, if City fails to pay any amount when due hereunder and such failure continues for ten (10) days after City's receipt of written notice of nonpayment, then Consultant (1) may retain all prior payments received from City in relation to the services (even if such services have not yet been performed) (2) cease providing services unless and until such breach is cured to Consultant's reasonable satisfaction, and (3) in addition to its other remedies at law or in equity, terminate this Agreement by written notice to City.

22.01 CONSULTANT TO DELIVER MATERIAL

Upon termination, the Consultant shall deliver to the City all papers, drawings, models, and other material in which the City has exclusive rights by virtue hereof or of any business done, or services or work performed by the Consultant on behalf of the City.

ARTICLE 23.00-AMENDMENTS

The covenants, terms and provisions set forth and contained in all of the articles to this Agreement may be amended upon the mutual acceptance thereof, in writing, by both parties to this Agreement. In the event of any conflicts between the requirements, provisions and/or terms of the Agreement and any written amendment, the requirements, provisions and/or terms of the amendment shall take precedence.

ARTICLE 24.00-MODIFICATIONS

Modifications to covenants, terms and provisions of this Agreement shall only be valid when issued in writing as a properly executed change order(s) or supplemental task authorization(s). In the event of any conflicts between the requirements, provisions, and/or terms of this Agreement and any written change order(s), and/or supplemental task authorizations, the latest executed change order(s), and/or supplemental task authorization(s) shall take precedence.

In the event the City issues a purchase order, memorandum, letter, or other instruments covering the professional services, work and materials to be provided and performed pursuant to this Agreement, it is hereby specifically agreed and understood that such purchase order, memorandum, letter or other instruments are for the City's internal control purposes only, and any and all terms, provisions and conditions contained herein, whether printed or written, shall in no way modify the covenants, terms and provisions of this Agreement and shall have no force or effect thereon.

No modification, waiver, or termination of the Agreement or of any terms thereof shall impair the rights of either party.

ARTICLE 25.00-ACCEPTANCE

Acceptance of this Agreement shall be indicated by the signature of the duly authorized representative of the hereinabove named parties in the space provided hereinafter and being attested and witnessed as indicated.

ARTICLE 26.00- CONSEQUENTIAL DAMAGES

Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither the City nor Consultant, their respective officers, directors, partners, employees, contractors, or subconsultants shall be liable to the other or shall make any claim for any incidental, indirect, or consequential damages arising out of or connected in any way to the project or to this Agreement. This mutual waiver of consequential damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation, or any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract, and breach of strict or implied warranty. Both the City and Consultant shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in this project or with this Agreement.

ARTICLE 27.00- DISPUTE RESOLUTION

The City and Consultant agree that they shall diligently pursue resolution of all disagreements within 45 days of either party's written notice using a mutually acceptable form of mediated dispute resolution prior to exercising their rights under law. Consultant shall continue to perform services for the Project and the City shall pay for such services during the dispute resolution process unless the City issues a written notice to suspend work. Causes of action between the parties to this Agreement shall be deemed to have accrued and the applicable statutes of repose and/or limitation shall commence not later than the date of substantial completion.

ARTICLE 28.00- FORCE MAJEURE

Consultant shall not be liable for any damages caused by any delay that is beyond Consultant's reasonable control, including but not limited to unavoidable delays that may result from any acts of God, strikes, lockouts, wars, acts of terrorism, riots, acts of governmental authorities, extraordinary weather conditions or other natural catastrophes, or any other cause beyond the reasonable control or contemplation of either party.

ARTICLE 29.00- FLORIDA STATUTE SEC. 558.0035

PURSUANT TO F.S. SEC. 558.0035, AN INDIVIDUAL EMPLOYEE OR AGENT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.

ARTICLE 30.00 – MISCELLANEOUS STATUTORY COMPLAINCE

a) Public Entity Crimes – The City of Clewiston will comply with Florida Statute Section 287.133, including not conducting business in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO with any person or affiliate on the convicted vendor list for a period of 36 months following the date that person or affiliate was placed on the convicted vendor list unless that person or affiliate has been removed from the list.

b) Diversity, Equity, and Inclusion – Pursuant to Florida Statute Section 287.139, Consultant certifies that it does not and will not use City funds provided under this Agreement to require its employees, contractors, volunteers, vendors, or agents to ascribe to, study, or be instructed using materials relating to diversity, equity, and inclusion as defined in Sections 125.595 and 166.04971, Florida Statutes. Consultant acknowledges that this certification is a material representation upon which the City has relied in entering into this Agreement. Consultant shall immediately notify the City in writing if it becomes unable to comply with this certification during the term of the Agreement. Failure to comply with this provision shall constitute a material breach of this Agreement and may result in termination for cause, withholding of payment, or any other remedy available to the City under this Agreement or applicable law.

[This space intentionally left blank]

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have executed this Agreement effective the day and year first written above.

ATTEST:

BY: _____
CITY CLERK

DATE: _____

CITY OF CLEWISTON CITY COMMISSION

BY: _____
MAYOR

APPROVED AS TO FORM

BY: _____
CITY ATTORNEY'S OFFICE

ATTEST:

_____
(Witness)

_____
(Witness)

CORPORATE SEAL

CONSULTANT

BY: Jorge Andres Serrano
(Authorized Signature)

Authorized Representative, Owner
(Title)

DATE: August 6th, 2026

EXHIBIT A

Scope of Professional Services
[Engineering Category]

Date: August 06th, 2026

Basic Services

Section 1 General Scope Statement

The Consultant shall provide and perform the following professional services, which shall constitute the general scope of the basic services under the covenants, terms, and provisions of this Professional Services Agreement. The Consultant was awarded work pursuant to City of Clewiston RFQ 2026-01: Request for Qualifications for Engineering Services for [Engineering Category]; all work by Consultant under this Master Services Agreement will be subject to the scope and requirements of that solicitation.

Section 2 Tasks

Pursuant to the general scope of the basic services stated herein above, the Consultant shall perform all services and/or work necessary to pursuant to the Scope of Services for [Engineering Category] for the aforementioned solicitation. As anticipated and disclosed in the solicitation, each individual project is funding dependent, and the City will negotiate and issue task orders for each project separately.

Section 3 Rate Schedule

Consultant shall perform all services and/or work necessary pursuant to the Scope of Services for [Engineering Category] and the relevant Task Orders for the individual Project or Project(s) in accordance with Consultant's defined rate schedule attached hereto, such rate schedule setting the rates for Principles, Associates, and any costs to be attributed to City.

EXHIBIT B

Truth in Negotiation Certificate
[Engineering Category]

Date: August 06th, 2026

This Certificate is executed and given by the undersigned as a condition precedent to entering into a Professional Services Agreement with the City Commission of the City of Clewiston for the project known as the Engineering Services [Engineering Category].

Before me, the undersigned authority personally appeared, who having personal knowledge as to the facts and statements contained herein after being duly sworn, deposes and states under oath that:

1. This Certificate shall be attached to and constitute an integral part of the above-mentioned Professional Master Services Agreement as provided in Truth-In-Negotiations Certificate.

2. The undersigned hereby certifies that the wage rates and other factual unit costs supporting the compensation on which this Professional Master Services Agreement is established are accurate, complete, and current on the date set forth hereinabove.

3. The truth of statements made herein may be relied upon by the City and the undersigned is fully advised of the legal effect and obligations imposed upon him by the execution of this instrument under oath.

Executed on behalf of the Party to the Professional Master Services Agreement referred to as the Consultant, doing business as:

COMPANY NAME: Innovation Design & Consulting Engineers, LLC

BY: Jorge Andres Rivera

TITLE: Owner

The foregoing instrument was signed and acknowledged before me this 06 day of August, 2026

by Jorge Andres Rivera who is personally known OR has produced FL Driver's License
(Print or Type Name) (Type of Identification & Number)

as identification.

Notary Public Signature

HH 788584 Expires 4/8/2030
Notary Commission Number/Expiration

Notary Public State of Florida
Ana Maria Vargas
My Commission HH 788584
Expires 4/8/2030

EXHIBIT C

Insurance and Bonding Requirements

All policies shall be Best's Rated "A-"or better or subject to approval

Insurance / Bond Type	**Required Limits**
☒ Worker's Compensation	Statutory Limits of Chapter 440, Florida Statutes, and all Federal Government Statutory Limits and Requirements. ☒ **The policy shall be endorsed to provide a waiver of subrogation in favor of the City.** NOTE: Any "non-construction industry" company employing more than 3 employees (not including a sole proprietor owner) must have workers' compensation coverage. ALL "construction industry" (as defined by FL Rule # 69L-6.021) companies with ANY employees must have coverage or if no statutory employees, then up to three officers or a sole proprietor MUST have a current exemption certificate from the Division of Workers' Compensation on file.
☒ Employer's Liability	$1,000,000 single limit per occurrence (Workers' Compensation Part B)
☒ Commercial General Liability (Occurrence Form) patterned after the current ISO form	Bodily Injury and Property Damage ☒ $1,000,000 per occurrence, $1,000,000 aggregate (Per Project) for Bodily Injury Liability and Property Damage Liability. This shall include Premises and Operations; Independent Contractors; Products and Completed Operations and Contractual Liability.
☒ Indemnification	Consistent with the provisions of §725.08, Florida Statutes, as amended, the Consultant agrees to indemnify hold harmless the City of Clewiston, its officers and employees from any and all liabilities, damages, losses and costs, including, but not limited to, reasonable attorneys' fees to the extent caused by the negligence recklessness, or intentional wrongful conduct of the Consultant and other persons employed or utilized by the Consultant, including, but not limited to its subconsultants, subcontractors, materialmen, in the performance of this contract, including any Change Orders or Supplemental Task Authorizations. Consistent with §768.28, Florida Statutes, as amended, the City of Clewiston agrees that the Consultant will not be liable for damages arising out of the negligence of the City of Clewiston, its officers, or employees.
☒ Automobile Liability	☒ $ 1,000,000 Each Occurrence; Bodily Injury & Property Damage Owned/Non-owned/Hired; Automobile Included
☒ Other insurance as noted:	☐ Watercraft $ _____ Per Occurrence ☐ United States Longshoreman's and Harbor Worker's Act coverage shall be maintained where applicable to the completion of the work. **STATUTORY**

	☐ Maritime Coverage (Jones Act) shall be maintained where applicable to the completion of the work. $ _____ Per Occurrence ☐ Property Insurance (Or Builder's Risk) **Full insurable value of the scope of the work** ☐ Pollution $ _____ Per Occurrence ☒ Professional Liability $1,000,000 per claim and in the aggregate ☐ Umbrella Excess $ _____ Per Occurrence
☐ Bid bond	Shall be submitted with proposal response in the form of certified funds, cashiers' check or an irrevocable letter of credit, a cash bond posted with the City Clerk, or proposal bond in a sum equal to 5% of the cost proposal. All checks shall be made payable to the City of Clewiston on a bank or trust company located in the State of Florida and insured by the Federal Deposit Insurance Corporation.
☐ Performance and Payment Bonds	If the box is checked for a project less than $200,000, a performance bond will be required. For projects in excess of $200,000, bonds shall be submitted with the executed contract by Proposers receiving award, and written for 100% of the Contract award amount, the cost borne by the Proposer receiving an award. The Performance and Payment Bonds shall be underwritten by a surety authorized to do business in the State of Florida and otherwise acceptable to Owner; provided, however, the surety shall be rated as "A-" or better as to general policy holders rating and Class V or higher rating as to financial size category and the amount required shall not exceed 5% of the reported policy holder's surplus, all as reported in the most current Best Key Rating Guide, published by A.M. Best Company, Inc. of 75 Fulton Street, New York, New York 10038. **Per §255.05, Florida Statutes, as amended, the Contractor shall provide a certified copy of the recorded bond to the City.**

☒ Vendor shall require that all subcontractors comply with the same insurance requirements that he is required to meet. The same Vendor shall provide City with certificates of insurance meeting the required insurance provisions.

☒ The City of Clewiston must be named as "**ADDITIONAL INSURED, INCLUDING PRODUCTS AND COMPLETED OPERATIONS**" on the Insurance Certificate for Commercial General Liability.

☒ The Certificate Holder shall be named as the City of Clewiston. The Certificates of Insurance must state the Contract Number, or Project Number, or specific Project description, or must read: "For any and all work performed on behalf of the City of Clewiston."

☒ **Thirty (30) Days Cancellation Notice (Except for Non-Payment of Premium which is ten (10) days)** Provided by the Insurance Carrier and/or the Vendor.

Policy shall be endorsed for Thirty (30) Days' Notice of Cancellation by the Insurance Carrier and a copy of the endorsement provided to the City of Lewiston

EXHIBIT D

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion

Vendor Covered Transactions

(1) The prospective vendor certifies, by submission of this Annual Agreement, that neither it nor its principles are presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the vendor is unable to certify the above statement, the prospective vendor shall attach an explanation to this form.

VENDOR

Innovation Design & Consulting Engineers, LLC
Company Name

11-698-8711
DUNS Number

Jorge Andres Rivera
Signature

August 6th, 2026
Date

Jorge Andres Rivera, Owner
Print Name and Title

1201 6th Ave W, Bradenton, FL 34205
Street Address

Bradenton, FL 34205
City, State, Zip

For City of Clewiston use only

To access the debarment search: https://www.sam.gov/SAM/ > Search Records tab > Enter DUNS number > Click Search

Company: [ ] is debarred [ ] is not debarred

Verified by: _____ Date: _____
Name

EXHIBIT E

Scrutinized Companies Statement

SWORN STATEMENT UNDER SECTION 287.135(5), FLORIDA STATUTES: THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted with Bid, Proposal, Quote, or Agreement for RFQ 2026-01, for Engineering Services for [Engineering Category].

2. This sworn statement is submitted by Innovation Design & Consulting Engineers, LLC whose business
[Name of entity submitting sworn statement]

address is 1201 6th Ave W, Bradenton, FL 34205 and (if

applicable) its Federal Employer Identification Number (FEIN) is 830617355 (If the entity has no

FEIN, include the Social Security Number of the individual signing this sworn statement: _____.

3. My name is Jorge Andres Rivera and my relationship to the above is
[Please print name of individual signing]

Authorized Representative.

4. I understand that "awarding body" as defined in section 287.135(1) (a), Florida Statutes, means, for purposes of state contracts, an agency or the department, and for purposes of local contracts, the governing body of the local governmental entity.

5. I understand that "Boycott of Israel" as defined in section 287.135(1) (b), Florida Statutes, has the same meaning as defined in s. 215.4725.

6. I understand that "business operations" as defined in section 287.135(1) (c), Florida Statutes, means, for purposes specifically related to Cuba or Syria, engaging in commerce in any form in Cuba or Syria, including, but not limited to, acquiring, developing, maintaining, owning, selling, possessing, leasing, or operating equipment, facilities, personnel, products, services, personal property, real property, military equipment, or any other apparatus of business or commerce.

7. I understand that "local governmental entity" as defined in section 287.135(1) (d) means a county, municipality, special district, or other political subdivision of the state.

8. Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement.

[ ] Scrutinized Companies that Boycott Israel List (bid, proposal or contract renewal for any amount)
[X] The entity submitting this sworn statement is not on the Scrutinized Companies that Boycott Israel List.
[ ] The entity submitting this sworn statement is on the Scrutinized Companies that Boycott Israel List.

[ ] Scrutinized Companies with Activities in Sudan List (bid, proposal or contract renewal for $1

Million or more)

[X] The entity submitting this sworn statement is not on the Scrutinized Companies with Activities in Sudan List.

[ ] The entity submitting this sworn statement is on the Scrutinized Companies with Activities in Sudan List.

[ ] Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List (bid, proposal or contract renewal for $1 Million or more)

[X] The entity submitting this sworn statement is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

[ ] The entity submitting this sworn statement is on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

[ ] Business Operations in Cuba or Syria (bid, proposal or contract renewal for $1 Million or more)

[X] The entity submitting this sworn statement does not have business operations in Cuba or Syria.

[ ] The entity submitting this sworn statement does have business operations in Cuba or Syria.

The City will follow §287.135, Florida Statutes, as amended. If the City determines this Vendor has been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel after the contract is executed, the contract may be terminated by the City by written notification. If the City determines this Vendor is found to have submitted a false certification, placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or been engaged in business operations with Cuba or Syria, the City shall notify the Vendor of its determination by written notification.

By the signature(s) below, I/we, the undersigned, as authorized signatory to commit the firm, certify that the information as provided in this attachment, Scrutinized Companies Statement, is truthful and correct at the time of submission.

Jorge Andres Rivera
AFFIANT

Jorge Andres Rivera
Typed Name of AFFIANT

Authorized Representative, Owner
Title

STATE OF Florida COUNTY OF Manatee

The foregoing instrument was executed before me this 06 day of August, 2026,

by Jorge Andres Rivera as Authorized Representative of

Innovation Design & Consulting Engineers, LLC, who personally swore or affirmed that he/she is authorized to execute this document and thereby bind the Corporation, and who is personally known to me OR has

produced FL Driver's License as identification.

Ana Maria Vargas
NOTARY PUBLIC, State of Florida

(stamp)

Notary Public State of Florida
Ana Maria Vargas
My Commission HH 788584
Expires 4/8/2030

For City of Clewiston use only

To access the lists: http://www.sbafla.com/fsb/ > Funds We Manage tab > FRS Pension Plan - Global Governance Mandates > Global Governance Mandate Quarterly Reports > most current quarter

Scrutinized Companies that Boycott Israel List:
[ ] entity is **NOT** on list [ ] entity is on list

Scrutinized Companies with Activities in Sudan List:
[ ] entity is **NOT** on list [ ] entity is on list

Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List:
[ ] entity is **NOT** on list [ ] entity is on list

Business Operations in Cuba or Syria:
[ ] entity is **NOT** on list [ ] entity is on list

Verified by:_____
Date:_____
Print Name

EXHIBIT F

Human Trafficking Affidavit – Florida Statute Section 787.06

SWORN STATEMENT UNDER SECTION 787.06(14), FLORIDA STATUTES: THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted with Bid, Proposal, Quote, or Agreement for RFQ 2026-01, for Engineering Services for [Engineering Category].

2. This sworn statement is submitted by Innovation Design & Consulting Engineers, LLC whose business
[Name of entity submitting sworn statement]

address is 1201 6th Ave W, Bradenton, FL 34205 and (if applicable) its Federal Employer Identification Number (FEIN) is 83-0619355.

3. My name is Jorge Andres Rivera and my relationship to the above is
[Please print name of individual signing]

Authorized Representative.

4. The non-governmental entity submitting this sworn statement does not use coercion for labor or services as defined in Florida Statute Section 787.06.

5. I understand that the City of Clewiston is relying upon this sworn statement and that failure to comply with the representations herein shall constitute a material breach of this Agreement and result in termination for cause.

By the signature(s) below, I/we, the undersigned, as authorized signatory to commit the firm, certify that the information as provided in this attachment, Human Trafficking Affidavit, is truthful and correct at the time of submission.

Jorge Andres Rivera
AFFIANT

Jorge Andres Rivera
Typed Name of AFFIANT

Authorized Representative, Owner
Title

STATE OF Florida COUNTY OF Manatee

The foregoing instrument was executed before me this 06 day of August, 2026, by Jorge Andres Rivera as Owner of Innovation Design & Consulting Engineers, LLC who personally swore or affirmed that he/she is authorized to execute this document and thereby bind the Corporation, and who is personally known to me OR has produced FL Driver's License as identification.

Ana Maria Vargas
NOTARY PUBLIC, State of Florida

(stamp)

Notary Public State of Florida
Ana Maria Vargas
My Commission HH 788564
Expires 4/8/2030

INNOVATION DESIGN & CONSULTING ENGINEERS, LLC

CITY OF CLEWISTON
CONTRACT FOR CONTINUING
PROFESSIONAL SERVICES
RFQ 2026-01

FEE SCHEDULE

Classification	Hourly Billing Rate
Principal	$ 235.00
Senior Project Manager	$ 165.00
Project Manager	$ 145.00
Senior Engineer / Architect /Scientist	$ 160.00
Project Engineer / Architect /Scientist	$ 175.00
Staff Engineer / Architect /Scientist	$ 120.00
Junior Engineer / Architect /Scientist	$ 85.00
Senior CADD Designer	$ 85.00
CADD Designer	$ 65.00
CADD Technician	$ 55.00
Admin. Assistant	$ 55.00
Public Involvement Coordinator	$ 75.00
Planner	$ 85.00

STAFF POSITION DESCRIPTIONS

Principal: The Principal-in-Charge is a registered professional who holds full project responsibility and authority to represent the firm. It is the Principal-in-Charge's responsibility to assure that all the necessary corporate and staff resources are available. The authority of the Principal-in-Charge provides the project team and staff with strong leadership, technical direction, and expert supervisory guidance of all work undertaken by the firm.

Senior Project Manager: Licensed professional Project Manager with experience including managing unique and complex projects.

Project Manager: Licensed professional with experience who is responsible for accomplishing the stated project objectives. This is the person who is the client contact for the specific Work Order, the person who works with the client to fully understand the project, and the person who schedules and directs staff to accomplish the Project Plan goals and complete the Work Order deliverable. The Project Manager may also perform work on the Work Order to complete the deliverables.

Transportation Engineer: Licensed Transportation Professional with experience working on projects related to the work task order at hand.

Senior Engineer / Architect /Scientist: Licensed Professional with experience working on projects related to the work task order at hand.

Project Engineer / Architect /Scientist: Licensed Professional who is responsible for a particular technical aspect of the project and who usually does the layout or calculations for the Project Manager or their delegated authority.

Staff Engineer / Architect /Scientist: Recently licensed Professional working under the Project Engineer or Project Manager who is typically responsible for completing tasks for a technical aspect within a Work Order. Work developed is reviewed by the supervising Engineer / Architect /Scientist.

Junior Engineer / Architect /Scientist: Graduate of a 4-year college in their respected profession currently working toward earning their professional registration. Work is closely reviewed by the Project Engineer / Architect /Scientist or the Project Manager.

Senior CADD Designer: CADD Designer who may perform the CADD duties or supervise other CADD Designers/Technicians to complete the drawing component of the deliverable.

CADD Designer: CADD operator that is fluent with the CADD software for the specified project and able to work independently to layout the drawings/systems from defined or limited sketches or direction from the Project Engineers/Architects/Scientists or Project Manager.

CADD Technician: CADD operator taking explicit directions from the CADD Designer, Engineering Staff, or Project Manager to complete the drawings of the deliverable.

Admin. Assistant: Personnel whose primary job is the engagement of office work such as but not limited to: communication, filing, word processing, spreadsheets, deliveries, proposals, copying, and scanning.

Public Involvement Coordinator: Will inform and engage audiences to build a positive attitude regarding different projects. Will have experience in public involvement/public coordination of projects,

Planner: Bachelor's or master's degree level education is usually required. Entry level position within professional planning. Performs professional level duties and fewer routine administrative tasks. Position generally receives considerable supervision from senior planners.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 08/05/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:	
Next First Insurance Agency, Inc. PO Box 60787 Palo Alto, CA 94306	PHONE (A/C, No, Ext): (855) 222-5919	FAX (A/C, No):
	E-MAIL ADDRESS: support@nextinsurance.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Next Insurance US Company	16285
INSURED	INSURER B :	
Innovation Design & Consulting Engineers LLC 3918 Southern Pkwy W Bradenton, FL 34205	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** 283733133 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:	X		NXTRQ9RLQK-00-GL	08/22/2025	08/22/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$1,000,000.00 $100,000.00 $10,000.00 $1,000,000.00 $2,000,000.00 $2,000,000.00 $
A	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY X HIRED AUTOS ONLY SCHEDULED AUTOS X NON-OWNED AUTOS ONLY			NXTRQ9RLQK-00-GL	08/22/2025	08/22/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ 100,000.00 $ $ $ $
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE AGGREGATE $	$ $ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBEREXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $
A	Professional Liability (Errors & Omissions) CLAIMS-MADE			NXTDYH9WDH-00-PL	08/22/2025	08/22/2026	Per Claim Limit: Aggregate Limit: Per Claim Deductible:	$1,000,000.00 $2,000,000.00 $2,000.00

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The Certificate Holder is City of Clewiston. This Certificate Holder is an Additional Insured on the General Liability policy per the Additional Insured Automatic Status Endorsement. All Additional Insured privileges apply only if required by written agreement between the Certificate Holder and the insured, and are subject to policy terms and conditions.

CERTIFICATE HOLDER

City of Clewiston
115 W Ventura Ave
Clewiston, FL 33440

LIVE CERTIFICATE

Click or scan to view

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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CITY OF CLEWISTON, FLORIDA
PROFESSIONAL MASTER SERVICES AGREEMENT

This Professional Services Agreement (hereinafter referred to as "Master Services Agreement" or "Agreement") is made and entered into this ____day of _____, 2026, between the City Commission of the City of Clewiston, a municipality incorporated in the State of Florida (hereinafter referred to as the "City") and McCafferty Brinson Consulting, LLC (hereinafter referred to as the "Consultant").

WITNESSETH

WHEREAS, the City desires to obtain the professional services of said Consultant to provide and perform professional services as further described hereinafter concerning the project to be referred to and identified as: Engineering Services for Water/Wastewater Engineering Services; and

WHEREAS, the Consultant hereby certifies that Consultant has been granted and possesses valid, current licenses to do business in the State of Florida and in the City of Clewiston, Florida, issued by the respective State Boards and Government Agencies responsible for regulating and licensing the professional services to be provided and performed by the Consultant pursuant to this Agreement; and

WHEREAS, the selection and engagement of the Consultant has been made by the City in accordance with the provisions of the Consultants Competitive Negotiation Act, §287.055, Florida Statutes, as amended.

NOW, THEREFORE, in consideration of the mutual covenants, terms and provisions contained herein, the parties hereto agree that with the mutual acceptance of this Agreement as indicated hereinafter by the execution of this Agreement by both parties that a contract shall exist between both parties consisting of:

ARTICLE 1.00-SCOPE OF PROFESSIONAL SERVICES
Consultant hereby agrees to provide and perform the professional services required and necessary to complete the services and work as set forth in the Scope of Professional Services, which is attached hereto and made a part of this Agreement.

ARTICLE 2.00-DEFINITIONS
The following definition of terms associated with this Agreement is provided to establish a common understanding between both parties to this Agreement as to the intended usage, application, and interpretation of such terms pertaining to this Agreement.

2.01 CITY
The term "City" shall refer to the City of Clewiston, a municipality incorporated within the State of Florida, and any official and/or employees thereof who shall be duly authorized to act on the City's behalf relative to this Agreement.

2.02 CONSULTANT
The term "Consultant" shall refer to the individual or firm offering professional services which by execution of this Agreement shall be legally obligated, responsible, and liable for providing and performing any and all of the services, work and materials, including services and/or work of sub-consultants and subcontractors, required under the covenants, terms and provisions contained in this Agreement and any and all change orders thereto.

2.03 PROFESSIONAL SERVICES
The term "Professional Services" shall refer to all of the services, work materials and all related professional, technical and administrative activities which are necessary to be provided and performed by the Consultant and its

employees and any and all sub-consultants and subcontractors the Consultant may engage to provide, perform and complete the services required pursuant to the covenants, terms and provisions of this Agreement.

2.04 SUB-CONSULTANT

The term "Sub-Consultant" shall refer to any individual or firm offering professional services which is engaged by the Consultant to assist the Consultant in providing and performing the professional services, work and materials for which the Consultant is contractually obligated, responsible and liable to provide and perform under this Agreement. The City shall not be a party to, responsible or liable for, or assume any obligation whatever for any agreement entered into between the Consultant and any sub-consultant.

2.05 SUBCONTRACTOR

The term "Subcontractor" shall refer to any individual, company or firm providing other than professional services which is engaged by the Consultant to assist the Consultant in contractually obligated, responsible, and liable to provide and perform under this Agreement. The City shall not be a party to, responsible or liable for, or assume any obligation whatever for any agreement entered into between the Consultant and any subcontractor.

2.06 PROJECT

The term "Project" shall refer to such facility, system, program or item as described in the summary statement set forth in the preamble of this Agreement.

2.07 BASIC SERVICES

The term "Basic Services" shall refer to the professional services set forth and required pursuant to this Agreement and as described in further detail in the attached Scope of Professional Services.

2.08 ADDITIONAL SERVICES

The term "Additional Services" shall refer to such professional services as the City may request and authorize, in writing, the Consultant to provide and perform relative to this Agreement which are not included in the basic services. Additional services shall be authorized by the execution of both parties to this Agreement by a change order agreement.

2.09 CHANGE ORDER

The term "Change Order" shall refer to a written document, change order agreement, executed by both parties to this Agreement setting forth and authorizing changes to the agreed upon scope of professional services and tasks, compensation and method of payment, time and schedule of performance, or project guidelines and criteria as such were set forth and agreed to in the initial agreement, supplemental task authorization(s), or previous change orders issued thereto. The change order document, which shall be executed on a City standard form, shall set forth the authorized changes to the: scope of professional services, tasks, work or materials to be performed or provided by the Consultant; the compensation and method of payment; the schedule or time period for performance and completion, and the guidelines, criteria and requirements pertaining thereto.

The amount of the change in contract compensation and time set forth in any and all change orders executed and issued under this Agreement shall be understood and agreed by both parties to this Agreement to be fair, equitable, adequate and complete. The changed compensation shall be understood and agreed to be the total of all costs associated with or impacted by the change order including, but not limited to, any and all direct costs, indirect costs and associated costs which may result from or be caused by the change order, and shall be understood and agreed to include a fair, equitable and adequate adjustment to cover the Consultant's general administrative and overhead costs and profit.

In the event the City decides to delete all, or portions, of the scope of services, task(s), or requirements set forth in the initial agreement, supplemental task authorizations or previously authorized change orders, the City may do so by issuance of a written change order to the Consultant.

2.10 SUPPLEMENTAL TASK AUTHORIZATION

The term "Supplemental Task Authorization" as used refers to a written document executed by both parties to an existing professional services agreement setting forth and authorizing a limited number of professional services, tasks, or work.

2.11 MAYOR

The term "Mayor" shall refer to the Mayor or his designee requesting the service, employed by the City Commission to serve and act on the City's behalf, as it relates to this project. The Mayor within the authority conferred by the City Commission, acting as the City's designated representative shall issue written notification to the Consultant of any and all changes approved by the City in the Consultant's: (1) compensation; (2) time and/or schedule of service delivery; (3) scope of services; or other change(s) relative to basic services and additional services pursuant to this Agreement or change order(s) or supplemental task authorization(s) pertaining thereto. The Mayor shall be responsible for acting on the City's behalf to administer, coordinate, interpret and otherwise manage the contractual provisions and requirements set forth in this Agreement, change order(s) or supplemental task authorization(s) issued thereunder.

2.12 PROJECT MANAGER

The term "Project Manager" shall refer to the person employed or retained by the City and designated, in writing, to serve and act on the City's behalf to provide direct contact and communication between the City and Consultant with respect to providing information, assistance, guidance, coordination, review, approval and acceptance of the professional services, work and materials to be provided and performed by the Consultant pursuant to this Agreement and such written change order(s) and supplemental task authorization(s) as are authorized. Project Manager is not authorized to, and shall not, issue any verbal, or written, request or instruction to the Consultant that would have the effect, or be interpreted to have the effect, of modifying or changing in any way whatever the: (1) scope of services to be provided and performed by the Consultant; (2) the time the Consultant is obligated to commence and complete all such services; (3) the amount of compensation the City is obligated or committed to pay the Consultant. The Project Manager shall review and make appropriate recommendations on all requests submitted by the Consultant for payment for services and work provided and performed, and reimbursable costs and expense, as provided for in this Agreement and change order(s), supplemental task authorization(s) thereto.

2.13 LUMP SUM FEE(S)

Lump Sum Fee(s), hereinafter identified as L.S., are understood and agreed to include all direct and indirect labor costs, personnel related costs, overhead and administrative costs, costs of sub-consultant(s) and/or sub-contractor(s), out-of-pocket expenses and costs, professional service fee(s) and any other costs or expenses which may pertain to the services and/or work to be performed, provided and/or furnished by the Consultant as may be required and/or necessary to complete each and every task set forth in the Scope of Professional Services, or as may be set forth in subsequent work orders, supplemental agreements, and/or change orders agreed to in writing by both parties to this Agreement.

2.14 NOT-TO-EXCEED FEE(S)

When all, or any portion, of the Consultant's compensation to provide and perform the services and work necessary and required pursuant to the tasks set forth in the Scope of Professional Services, and any change orders, supplemental task authorizations, and work orders authorized thereto, is established to be made on a not-to-exceed (NTE) amount basis, it is mutually understood and agreed that such compensation for each completed task shall be made on the following basis:

For the actual hours necessary, required and expected by the Consultant's professional and technical personnel, multiplied by the applicable hourly rates for each classification or position as set forth in the Compensation and Method of Payment, which is attached hereto and made a part of this Agreement, to the above referenced Agreement and any change orders or supplemental task authorizations authorized thereto; and

For the actual, necessary and required hours, and non-personnel expenses and costs, expended by sub-consultants and subcontractors engaged by the Consultant, multiplied by such hourly rates and unit costs as are agreed to by the City and the Consultant and as are set forth as a part of the above referenced Agreement and any change orders or supplemental task authorizations authorized thereto; and

With the understanding and agreement that the City shall pay the Consultant for all such costs and expenses within the established NTE amount for each task or sub-task subject to the Consultant presenting an itemized and detailed invoice with appropriate supporting documentation attached thereto to show evidence satisfactory to the City covering all such costs and expenses; and

With the understanding and agreement that the Consultant's invoices and all payments to be made for all NTE amounts shall be subject to the review, acceptance and approval of the City; and with the understanding and agreement that when the Consultant's compensation is established on a NTE basis for a specific task(s) or sub-task(s) the total amount of compensation to be paid the Consultant to cover all personnel costs, non-personnel reimbursable expenses and costs, and sub-consultant and subcontractor costs for any such specific task(s) or sub-task(s) shall not exceed the amount of the total NTE compensation established and agreed to for each specific task(s) or sub-task(s). In the event the amount of compensation for any task(s) or sub-task(s) to which the Consultant is entitled on the NTE basis set forth above is determined to be necessary, required and actually expended and is determined to be actually less than the NTE amount established for the specific task or sub-task, it is understood and agreed that any unexpended amount under a specific task or sub-task may not be used, applied, transferred, invoiced or paid for services or work provided or performed on any other task(s) or sub-task(s).

ARTICLE 3.00-OBLIGATIONS OF THE CONSULTANT

The obligations of the Consultant with respect to all the basic services and additional services authorized pursuant to this Agreement shall include, but not be limited to, the following:

3.01 LICENSES

The Consultant agrees to obtain and maintain throughout the period this Agreement is in effect all such licenses as are required to do business in the State of Florida, Hendry County and in the City of Clewiston, Florida, including, but not limited to, licenses required by the respective State Boards and other governmental agencies responsible for regulating and licensing the professional services provided and performed by the Consultant pursuant to this Agreement.

3.02 PERSONNEL

1) QUALIFIED PERSONNEL

The Consultant agrees when the services to be provided and performed relate to a professional service(s) which, under Florida Statutes, requires a license, certificate of authorization or other form of legal entitlement to practice such services, to employ and/or retain only qualified personnel to be in responsible charge of all basic services and additional services to be provided pursuant to this Agreement.

2) CONSULTANT'S PROJECT DIRECTOR

The Consultant agrees to employ and designate, in writing, a qualified and, if required by law, a licensed professional to serve as the Consultant's Project Director. The Consultant's Project Director shall be authorized and responsible to act on behalf of the Consultant with respect to directing, coordinating and administering all aspects of the services to be provided and performed under this Agreement thereto. The Consultant's Project Director shall have full authority to bind and obligate the Consultant on any matter arising under this Agreement unless substitute arrangements have been furnished to the City in writing. The Consultant agrees that the Project Director shall devote whatever time is required to satisfactorily direct, supervise and manage the services provided and performed by the Consultant throughout the entire period this Agreement is in effect. The person selected by the Consultant to serve as the Consultant's Project Director shall be subject to the prior approval and acceptance of the City.

3) CONSULTANT'S STAFF

Consultant will specify the technical and support staff who will be assigned to this project. Consultant will notify City's Project Manager of any changes and/or substitution of staff working on the project.

4) REMOVAL OF PERSONNEL

The Consultant agrees, within thirty (30) calendar days of receipt of a written request from the City, to promptly remove and replace the Consultant's Project Director, or any other personnel employed or retained by the Consultant, or personnel of the sub-consultant(s) or subcontractor(s) engaged by the Consultant to provide and/or perform services and/or work pursuant to the requirements of this Agreement, who the City shall request, in writing, be removed, this request may be made by the City with or without cause.

5) IMMIGRATION LAW COMPLIANCE

Contractors providing services to the City, as a condition of each contract, must use E-Verify to verify the employment of any person hired during the contract term by the contractor and assigned by the Contractor to perform work for the City. Before any contract with the City is signed, proof of enrollment with E-Verify must be provided. The Contractor acknowledges that he will comply with the Immigration Reform and Control Act of 1986 and is committed to employing only those individuals who are authorized to work in the United States, by hiring employees who properly complete, sign and date the first section of the Immigration and Naturalization Services (INS) Form I-9 and presenting to the Contractor the original necessary document(s) to prove identity and employment eligibility, as verified through E-Verify.

The Contractor must also be responsible for entering into an agreement with each and every vendor and subcontractor that states that vendors and subcontractors (and their vendors) are independently responsible for their own employment decisions, including hiring, disciplinary and termination decisions, and will comply with the Immigration Reform and Control Act of 1986 and use the E-Verify system for verification. The agreements shall also state that each business is responsible for its own I-9 and other employment record-keeping requirements, and with compliance with all immigration laws.

3.03 TIMELY ACCOMPLISHMENT OF SERVICES

The timely performance and completion of the required services, work and materials is vitally important to the interests of the City. The City may suffer damages in the event that the Consultant does not accomplish and complete the required services in a timely manner. The Consultant agrees to employ, engage, retain and/or assign an adequate number of personnel throughout the period of this Agreement so that all basic services and additional services will be provided, performed and completed in a timely and diligent manner throughout.

3.04 STANDARDS OF PROFESSIONAL SERVICE

The work and/or services to be provided and/or performed by the Consultant and by any sub-consultant(s) and/or subcontractor(s) engaged by the Consultant as set forth in the Scope of Professional Services shall be done in accordance with the generally accepted standards of professional practice and in accordance with the laws, rules, regulations, ordinances and codes issued by those governmental agencies which have jurisdiction over all or a portion of this project and which are in effect at the time the City approves this Agreement.

3.05 CORRECTION OF ERRORS, OMISSIONS OR OTHER DEFICIENCIES

1) RESPONSIBILITY TO CORRECT

The Consultant agrees to be responsible for the professional quality, technical adequacy and accuracy, timely completion, and the coordination of all data, studies, surveys, designs, specifications, calculations, estimates, plans, drawings, construction documents, photographs, reports, memoranda, other documents and instruments, and other services, work and materials performed, provided, and/or furnished by Consultant or by any sub-consultant(s) and/or subcontractor(s) retained or engaged by the Consultant pursuant to this Agreement. The Consultant shall, without additional compensation, correct or revise any errors, omissions or deficiencies in such data, studies, surveys, designs, specifications, calculations, estimates, plans, drawings, construction documents and instruments,

in its services, work and materials resulting from the negligent act, errors or omissions or intentional misconduct of Consultant or any sub-consultant(s) or subcontractor(s) engaged by the Consultant.

2) CITY'S APPROVAL SHALL NOT RELIEVE CONSULTANT OF RESPONSIBILITY

Neither review, approval, nor acceptance by the City of data, studies, surveys, designs, specifications, calculations, estimates, plans, drawings, construction documents, photographs, reports, memoranda, other documents and instruments, and incidental professional services, work and materials furnished hereunder by the Consultant, or any sub-consultant(s) or subcontractor(s) engaged by the Consultant to provide and perform services in connection with this Agreement. Neither the City's review, approval or acceptance of, nor payment for, any of the Consultant's services, work and materials shall be construed to operate as a waiver of any of the City's rights under this Agreement, or any cause of action it may have arising out of the performance of this Agreement.

3.06 LIABILITY AND HOLD HARMLESS

Consistent with the provisions of §725.08, Florida Statutes, as amended, the Consultant agrees to indemnify and hold harmless the City of Clewiston, its officers and employees from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Consultant and other persons employed or utilized by the Consultant, including, but not limited to sub-consultants, sub-contractors and materialmen, in the performance of this contract, including any Change Orders or Supplemental Task Authorizations. Consultant and City agree that the monetary limitation on the indemnification provided under this contract is limited to the full amount of the contract award (i.e. Compensation to be paid Consultant as set forth in the attached Exhibit B), including any sums added or subtracted from the contract award through Change Orders or Supplemental Task Authorizations. Consistent with §768.28, Florida Statutes, as amended, City agrees that the Consultant will not be liable for damages arising out of the negligence of the City, its officers, or employees.

3.07 NOT TO DIVULGE CERTAIN INFORMATION

Consultant agrees, during the term of this Agreement, not to divulge, furnish or make available to any third person, firm, or organization, without City's prior written consent, or unless incident to the proper performance of Consultant's obligations hereunder, or in the course of judicial or legislative proceedings where such information has been properly subpoenaed, any non-public information concerning the services to be rendered by Consultant or any sub-consultant(s) or subcontractor(s) pursuant to this Agreement. Consultant shall require all of its employees, sub-consultant(s) and subcontractor(s) to comply with the provisions of this paragraph.

3.08 CONSULTANT TO REPAIR PROPERTY DAMAGE CAUSED BY THE CONSULTANT

Consultant agrees to promptly repair and/or replace, or cause to have repaired and/or replaced, at its cost and expenses and in a manner acceptable to and approved by the City, any property damage arising out of, or caused by, the willful or negligent acts of the Consultant, or of its sub-consultants and/or subcontractors. This Consultant's obligation under this sub-article does not apply to property damage caused by any other Consultant or Contractor engaged directly by the City.

The City reserves the right, should the Consultant fail to make such repairs and/or replacement within a reasonable period of time after written notice, to cause such repairs and/or replacement to be made by others and for all costs and expenses associated with having such repairs and/or replacement done to be paid for by the Consultant, or by the Consultant reimbursing the City for all such costs and expenses.

3.09 RESPONSIBILITY FOR ESTIMATES

1) In the event the services required pursuant to this Agreement include the Consultant preparing and submitting to the City cost estimates, the Consultant, by exercise of this experience, effort, knowledge and judgment, shall develop such cost estimates as are set forth in, or as may be required under this Agreement. Any opinions or estimates of probable construction costs to be provided under this Agreement by the Consultant are to be made or reviewed on the basis of Consultant's experience and qualifications and represent the Consultant's judgment as an experienced and qualified professional,

familiar generally with the construction industry. The City agrees that the Consultant has no control over the cost of labor, materials, equipment, or services furnished by others or control over competitive bidding or market conditions, nor the Contractor's methods of determining prices. However, while Consultant cannot and does not guarantee that proposals, bids, or actual final construction costs will not vary from the opinions or estimates prepared or reviewed by the Consultant, City may choose to employ an independent cost estimator in order to achieve greater assurance of actual construction costs.

3.10 PERMITS

The Consultant, if applicable to the Consultant's Scope of Services, will be responsible for preparing and submitting all required applications and other supportive information necessary to assist the City in obtaining all reviews, approvals and permits, with respect to the Consultant's design, drawings and specifications required by any governmental body having authority over the project. Any fees required for such reviews, approvals or permits will be covered by a check issued by the City and made payable to the respective governmental body upon the Consultant furnishing the City satisfactory documentation of such fees. The Consultant will be similarly responsible for preparing and submitting all required applications and other supportive information necessary to assist the City in obtaining any renewals and/or extensions of reviews, approvals or permits that may be required while this Agreement is in effect. The City shall, at the Consultant's request, assist in obtaining required signatures and provide the Consultant with all information known to be available to the City so as to assist the Consultant in the preparation and submittal of any original, renewal or extension of required reviews, approvals or permits.

3.11 ADDITIONAL SERVICES

Should the CITY request the Consultant to provide and perform professional services for this project which are not set forth in the Scope of Professional Services, the Consultant agrees to provide and perform such additional services as may be agreed to in writing by both parties to this Agreement.

Such additional services shall constitute a continuation of the professional services covered under this Agreement and shall be provided and performed in accordance with the covenants, terms, and provisions set forth in this Agreement thereto.

Additional services shall be administered and authorized as change orders or supplemental task authorizations under this Agreement. The Consultant shall not provide or perform, nor shall the City incur or accept any obligation to compensate the Consultant for any additional services unless and until a written change order or supplemental task authorization has been agreed to and executed by both parties.

Each such change order or supplemental task authorization shall set forth a comprehensive, detailed description of: (1) the scope of the additional services requested; (2) the basis of compensation; and (3) the period of time and/or schedule for performing and completing said additional services.

3.12 TRUTH-IN-NEGOTIATIONS CERTIFICATE

The City may request the Consultant to execute a Truth-in-Negotiations Certificate ("Certificate"). The Certificate shall state that wage rates and other factual unit costs supporting the compensation are accurate, complete and current at the time this Agreement is executed. The original contract price and any additions thereto shall be adjusted to exclude any significant sums by which the City determines the contract price was increased due to inaccurate, incomplete or noncurrent wage rates or other factual unit costs.

3.13 COMPLETION OF TASKS

Unless otherwise set forth in the Agreement, the Consultant shall be responsible for providing and performing professional services, work, equipment, material, personnel, supplies, facilities, transportation and administrative support that are necessary and required to complete all of the tasks set forth in the Scope of Professional Services, change orders and supplemental task authorizations authorized. The compensation to be paid the Consultant as set forth in the Compensation and Method of Payment, change orders, and supplemental task authorizations

authorized thereto shall be understood and agreed to compensate the Consultant for providing and performing professional services, work, equipment, material, personnel, supplies, facilities, transportation and administrative support that are necessary and required to complete the tasks set forth in the Scope of Professional Services, change orders and supplemental task authorizations authorized thereto as stated above.

ARTICLE 4.00-OBLIGATIONS OF THE CITY

4.01 DESIGNATION OF PROJECT MANAGER

The City agrees after the execution of this Agreement to promptly advise the Consultant, in writing, of the person designated to serve and act as the City's Project Manager. Such notification shall be provided to the Consultant by the Project Manager.

4.02 AVAILABILITY OF CITY INFORMATION

1) PROJECT GUIDELINES AND CRITERIA

Guidelines to the Consultant regarding requirements the City has established or suggests relative to the project including, but not limited to such items as: goals, objectives, constraints, and any special financial, budgeting, space, site, operational, equipment, technical, construction, time and scheduling criteria are set forth in the Project Guidelines and Criteria, which is attached hereto and made a part of this Agreement.

2) CITY TO PROVIDE PERTINENT REFERENCE MATERIAL

At the Consultant's request, the City agrees to provide to the Consultant, at no cost to the Consultant, all pertinent information known to be available to the City to assist the Consultant in providing and performing the required professional services. Such information may include, but not be limited to: previous reports; plans, drawings and specifications; maps; property, boundary, easement, right-of-way, topographic, reference monuments, control points, plats and related survey data; data prepared or services furnished by others to the City such as sub-surface investigations, laboratory tests, inspections of natural and man-made materials, property appraisals, studies, designs and reports.

4.03 AVAILABILITY OF CITY'S DESIGNATED REPRESENTATIVES

The City agrees that the Mayor and the Project Manager shall be available within a reasonable period of time, with reasonable prior notice given by the Consultant, to meet and/or consult with the Consultant on matters pertaining to the services to be provided and performed by the Consultant. The City further agrees to respond within a reasonable period of time to written requests submitted by the Consultant.

4.04 ACCESS TO CITY PROPERTY

The City agrees, with reasonable prior written notice given by the Consultant, to provide the Consultant with access within a reasonable period of time to City property, facilities, buildings and structures to enable the Consultant to provide and perform the required professional services and work pursuant to this Agreement. Such rights of access shall not be exercised in such a manner or to such an extent as to impede or interfere with City operations, or the operations carried on by others under a lease, or other contractual arrangement with the City, or in such a manner as to adversely affect the public health and safety. Such access may, or may not be, within the Consultant's normal office and/or field work days and/or work hours.

ARTICLE 5.00-COMPENSATION AND METHOD OF PAYMENT

5.01 BASIC AND ADDITIONAL SERVICES

The City shall pay the Consultant for all requested and authorized basic services rendered hereunder by the Consultant and completed in accordance with the requirements, provisions, and/or terms of this Agreement and accepted by the City in accordance with the provisions for compensation and payment of said basic services set forth and prescribed in the Compensation and Method of Payment or on the basis of such changes to the established compensation as may be mutually agreed to by both parties to this Agreement as evidenced by a written change order executed by both parties.

5.02 METHOD OF PAYMENT

1) MONTHLY STATEMENTS

The Consultant shall be entitled to submit not more than one (1) invoice statement to the City each calendar month covering services rendered during the preceding calendar month. The Consultant's invoice statement(s) shall be itemized to correspond to the basis of compensation as set forth in the Agreement, or change order(s) and supplemental task authorization(s) thereunder.

2) PAYMENT FOR SERVICES PERFORMED

The City shall pay the Consultant for services performed using either of the following methods, or using a combination thereof:

a) The City shall pay Consultant on the basis of services completed for tasks set forth in the Scope of Professional Services and the Compensation and Method of Payment, as evidenced by work products such as reports, drawings, specifications, etc., submitted by the Consultant and accepted by the City. No payments shall be made for Consultant's work-in-progress until service items for which payment amounts have been established and set forth in this Agreement have been completed by the Consultant and accepted by the City.

b) The City shall pay the Consultant for services performed for tasks set forth in the Scope of Professional Services and the Compensation and Method of Payment on the basis of an invoice statement covering Consultant's work-in-progress expressed as a percentage of the total cost of the service and/or work required for each task invoiced in this manner. All such work-in-progress percentages are subject to the review and approval of the City. The decision of the City shall be final as to the work-in-progress percentages paid. Payment by the City for tasks on a work-in-progress percentage basis shall not be deemed or interpreted in any way to constitute an approval or acceptance by the City of any such service or work-in-progress. The Consultant shall be responsible for correcting, re-doing, modifying or otherwise completing the services and work required for each task before receiving final, full payment whether or not previous work-in-progress payments have been made. All tasks to be paid for on a work-in-progress percentage basis shall be agreed to by both parties to the Agreement and each task to be paid in this manner shall be identified in the Compensation and Method of Payment with the notation (WIPP). Only tasks so identified will be paid on a work-in-progress percentage basis.

3) PAYMENT SCHEDULE

The City shall issue payment to the Consultant within thirty (30) calendar days after receipt of an invoice statement from the Consultant in an acceptable form and containing the requested breakdown and detailed description and documentation of charges. Should the City object or take exception to the amount of any Consultant's invoice statement, the City shall notify the Consultant of such objection or exception within the thirty (30) calendar days payment period set forth hereinbefore. If such objection or exception remains unresolved at the end of said thirty (30) calendar days' period, the City shall withhold the disputed amount and make payment to the Consultant of the amount not in dispute. Payment of any disputed amount, or adjustments thereto, shall be made within thirty (30) calendar days of the date such disputed amount is resolved by mutual agreement of the parties to this Agreement.

5.03 PAYMENT WHEN SERVICES ARE TERMINATED AT THE CONVENIENCE OF THE CITY

In the event of termination of this Agreement at the convenience of the City, not at the fault of the Consultant, the City shall compensate the Consultant only for the services performed prior to the effective date of termination, reimbursable expenses then due and reasonable expenses incurred by the Consultant in affecting the termination of services and work, and incurred by the submittal to the City of project drawings, plans, data, and other project documents.

5.04 PAYMENT WHEN SERVICES ARE SUSPENDED

In the event the City suspends the Consultant's services and work on all or part of the services required to be provided and performed by the Consultant pursuant to this Agreement, the City shall compensate the Consultant only for the services performed prior to the effective date of suspension, reimbursable expenses then due and any reasonable expenses incurred or associated with, or as a result of such suspension.

5.05 NON-ENTITLEMENT TO ANTICIPATED FEES IN THE EVENT OF SERVICE TERMINATION, SUSPENSION, ELIMINATION, CANCELLATION AND/OR DECREASE

In the event the services required pursuant to this Agreement are terminated, eliminated, cancelled, or decreased due to: (1) termination; (2) suspension in whole or in part; (3) and/or are modified by the subsequent issuance of supplemental task authorization(s) and/or change order(s), other than receiving the compensation set forth in Payment When Services are Terminated at the Convenience of the City and Payment When Services are Suspended, the Consultant shall not be entitled to receive compensation for anticipated professional fees, profit, general and administrative overhead expenses or for any other anticipated income or expense which may be associated with the services which are terminated, suspended, eliminated, cancelled or decreased.

ARTICLE 6.00-TIME AND SCHEDULE OF PERFORMANCE

6.01 NOTICE TO PROCEED

Following the execution of this Agreement by both parties, and after the Consultant has complied with the insurance requirements set forth hereinafter, the City may authorize specific tasks to be completed. Upon agreement on the scope and fee for this work and execution of supplemental task authorization, the City will issue the Consultant a written notice to proceed. Following the issuance of such notice to proceed the Consultant shall be authorized to commence work and the Consultant thereafter shall commence work promptly and shall carry on all such services and work as may be required in a timely and diligent manner to completion.

6.02 TIME OF PERFORMANCE

The Consultant agrees to complete the services required pursuant to this Agreement within the time period(s) for completion of the various phases and/or tasks of the project services set forth and described in this Agreement, as set forth in the Schedule of Performance, which is attached hereto and made a part of this Agreement.

Should the Consultant be obstructed or delayed in the prosecution or completion of its obligations under this Agreement as a result of causes beyond the control of the Consultant, or its sub-consultant(s) and/or subcontractor(s), and not due to their fault or neglect, the Consultant shall notify the City, in writing, within five (5) calendar days after the commencement of such delay, stating the cause(s) thereof and requesting an extension of the Consultant's time of performance. Upon receipt of the Consultant's request for an extension of time, the City shall grant the extension if the City determines the delay(s) encountered by the Consultant, or its sub-consultant(s) and/or subcontractor(s), is due to unforeseen causes and not attributable to their fault or neglect.

6.03 CONSULTANT WORK SCHEDULE

The Consultant shall be required as a condition of this Agreement to prepare and submit to the City, on a monthly basis, commencing with the issuance of the notice to proceed, a Consultant's work schedule. The work schedule shall set forth the time and manpower scheduled for all of the various phases and/or tasks required to provide, perform and complete all of the services and work required completion of the various phases and/or tasks of the project services set forth and described in this Agreement, as set forth in the Schedule of Performance, pursuant to this Agreement in such a manner that the Consultant's planned and actual work progress can be readily determined. The Consultant's work schedule of planned and actual work progress shall be updated and submitted by the Consultant to the City on a monthly basis.

6.04 FAILURE TO PERFORM IN A TIMELY MANNER

Should the Consultant fail to commence, provide, perform and/or complete any of the services and work required pursuant to this Agreement in a timely and diligent manner, the City may consider such failure as justifiable cause to terminate this Agreement. As an alternative to termination, the City at its option, may, upon written notice to

the Consultant, and affording Consultant reasonable time and opportunity to investigate, refute or cure, withhold any or all payments due and owing to the Consultant, not to exceed the amount of the compensation for the work in dispute, until such time as the Consultant resumes performance of its obligations in such a manner as to get back on schedule in accordance with the time and schedule of performance requirements set forth in this Agreement, or any change order(s) and supplemental task authorization(s) issued thereto.

ARTICLE 7.00-SECURING AGREEMENT

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

ARTICLE 8.00-CONFLICT OF INTEREST

The Consultant represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder. The Consultant further agrees that no person having any such interest shall be employed or engaged by the Consultant for said performance.

If Consultant, for itself and on behalf of its sub-consultants, is about to engage in representing another client, which it in good faith believes could result in a conflict of interest with the work being performed by Consultant or such sub-consultant under this Agreement, then it will promptly bring such potential conflict of interest to the City's attention, in writing. The City will advise the Consultant, in writing, within ten (10) calendar days as to the period of time required by the City to determine if such a conflict of interest exists. If the City determines that there is a conflict of interest, Consultant or such sub-consultant shall decline the representation upon written notice by the City.

If the City determines that there is not such conflict of interest, then the City shall give its written consent to such representation. If Consultant or sub-consultant accepts such a representation without obtaining the City's prior written consent, and if the City subsequently determines that there is a conflict of interest between such representation and the work being performed by Consultant or such sub-consultant under this Agreement, then the Consultant or such sub-consultant agrees to promptly terminate such representation. Consultant shall require each of such sub-consultants to comply with the provisions of this section.

Should the Consultant fail to advise or notify the City as provided hereinabove of representation which could, or does, result in a conflict of interest, or should the Consultant fail to discontinue such representation, the City may consider such failure as justifiable cause to terminate this Agreement.

ARTICLE 9.00-ASSIGNMENT, TRANSFER AND SUBCONTRACTS

The Consultant shall not assign or transfer any of its rights, benefits or obligations hereunder, except for transfers that result from: (1) the merger or consolidation of Consultant with a third party; or (2) the disestablishment of the Consultant's professional practice and the establishment of a successor Consultant, or consulting organization. Nor shall the Consultant subcontract any of its service obligations hereunder to third parties, except as otherwise authorized in this Agreement thereto, without prior written approval of the City. The Consultant shall have the right, subject to the City's prior written approval, to employ other persons and/or firms to serve as sub-consultants and/or subcontractors to Consultant in connection with Consultant providing and performing services and work pursuant to the requirements of this Agreement. The City shall have the right and be entitled to withhold such approval. Such approval shall not be unreasonably withheld.

In providing and performing the services and work required pursuant to this Agreement, Consultant intends to engage the assistance of the sub-consultant(s) and/or subcontractor(s) set forth in Consultant's Associated Sub-Consultants and Subcontractors, which is attached hereto and made a part of this Agreement.

ARTICLE 10.00-APPLICABLE LAW

Unless otherwise specified, this Agreement shall be governed by the laws, rules, regulations of the State of Florida, or the laws, rules, and regulations of the United States when providing services funded by the United States Government.

ARTICLE 11.00-COVENANTS AGAINST DISCRIMINATION FOR PROJECTS WITH FUNDS APPROPRIATED FROM CLEWISTON GENERAL REVENUES

The Consultant for itself, its successors in interest, and assigns as part of the consideration thereof, does hereby covenant and agree that in the furnishing of services to City hereunder, no person on the grounds of race, color, national origin, handicap, or sex shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination. The Consultant shall comply with the state laws in the hiring of sub-consultants.

ARTICLE 12.00-WAIVER OF BREACH

Waiver by either party of a breach of any provision of this Agreement shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms of this Agreement.

ARTICLE 13.00-INSURANCE

For the Insurance Section and Exhibit, Consultant will be referred to as "Vendor". The Vendor shall at its own expense, carry and maintain insurance coverage from responsible companies duly authorized to do business in the State of Florida as set forth in Insurance and Bonding Requirements of this solicitation.

The Vendor shall procure and maintain property insurance (Builder's Risk, Installation Floaters, etc.) upon the entire project, if required, to the full insurable value of the scope of work. The City and the Vendor waive against each other and the City's separate Vendors, Contractors, Design Consultants, Subcontractors, agents and employees of each and all of them, all damages covered by property insurance provided herein, except such rights as they may have to the proceeds of such insurance. The Vendor and City shall, where appropriate, require similar waivers of subrogation from the City's separate Vendors, Design Consultants and Subcontractors and shall require each of them to include similar waivers in their contracts. All deductibles for property insurance procured by the Vendor shall be the responsibility of the Vendor.

Certificates issued as a result of the award of this solicitation must identify: "For any and all work performed on behalf of the City of Clewiston."

The General Liability Policy provided by Vendor to meet the requirements of this solicitation shall name the City of Clewiston, Florida, as an additional insured including completed operations (and products if applicable). The policy shall be endorsed to be primary to any similar coverage carried by the City.

The Certificate Holder shall be named as: City of Clewiston. The Certificates of Insurance must state the Contract Number, or Project Number, or specific project description, or must read: "For any and all work performed on behalf of the City of Clewiston."

The amounts and types of insurance coverage shall conform to the minimum requirements set forth in Insurance and Bonding Requirements with the use of Insurance Services Office (ISO) forms and endorsements or their equivalents. If Vendor has any self-insured retentions or deductibles under any of the below listed minimum required coverage, Vendor must identify on the Certificate of Insurance the nature and amount of such self-insured retentions or deductibles and provide satisfactory evidence of financial responsibility for such obligations. All self-insured retentions or deductibles will be Vendor's sole responsibility.

Coverage(s) shall be maintained without interruption from the date of commencement of the work until at least thirty (30) days beyond the date of completion or warranty period, whichever is greater, or otherwise as specified in this solicitation if longer.

The Vendor and/or its insurance carrier shall provide thirty (30) days written notice to the City of policy cancellation or non-renewal on the part of the insurance carrier or the Vendor except for non-payment which shall be ten (10) days. The Vendor shall also notify the City, in a like manner, within twenty-four (24) hours after receipt, of any notices of expiration, cancellation, non-renewal or material change in coverage or limits received by Vendor from its insurer and nothing contained herein shall relieve Vendor of this requirement to provide notice.

Should at any time the Vendor not maintain the insurance coverage(s) required herein, the City may terminate the Agreement or at its sole discretion shall be authorized to purchase such coverage(s) and charge the Vendor for such coverage(s) purchased. If Vendor fails to reimburse the City for such costs within thirty (30) days after demand, the City has the right to offset these costs from any amount due Vendor under this Agreement or any other agreement between the City and Vendor. The City shall be under no obligation to purchase such insurance, nor shall it be responsible for the coverage(s) purchased or the insurance company or companies used. The decision of the City to purchase such insurance coverage(s) shall in no way be construed to be a waiver of any of its rights under the Contract Documents.

If the initial or any subsequently issued Certificate of Insurance expires prior to the completion of the scope of work, the Vendor shall furnish to the City renewal or replacement Certificate(s) of Insurance not later than ten (10) calendar days after the expiration date on the certificate. Failure of the Vendor to provide the City with such renewal certificate(s) shall be considered justification for the City to terminate any and all contracts.

ARTICLE 14.00-DUTIES AND OBLIGATIONS IMPOSED ON THE CONSULTANT

The duties and obligations imposed upon the Consultant by this Agreement and the rights and remedies available hereunder shall be in addition to, and not a limitation of, any otherwise imposed or available by law or statute.

ARTICLE 15.00-REPRESENTATION OF THE CITY

The Consultant in providing and performing the services and work required pursuant to this Agreement thereto shall only represent the City in this manner and to the extent specifically set forth in writing in this Agreement or thereto, and as provided in any written change order(s) and supplemental task authorization(s) issued thereunder.

In the event the Consultant's services or work involves construction contract administrative support services, the Consultant is not authorized to act on the City's behalf, and shall not act on the City's behalf, in such a manner as to result in change(s) to (1) the cost or compensation to be paid the construction contractor; or (2) the time for completing the work as required and agreed to in the construction contract; or (3) the scope of the work set forth in the construction contract documents, unless such representation is specifically provided for, set forth and authorized in this Agreement or thereto.

The City will neither assume nor accept any obligation, commitment, responsibility or liability which may result from representation by the Consultant not specifically provided for and authorized as stated hereinabove.

ARTICLE 16.00-OWNERSHIP OF DOCUMENTS

All final documents such as drawings, tracings, notes, computer files, photographs, plans, specifications, maps, evaluations, reports and other records and data relating to this project, other than working papers, specifically prepared or developed by the Consultant under this Agreement shall be property of the Consultant until the Consultant has been paid for providing and performing the services and work required to produce such documents.

Upon completion or termination of this Agreement, or upon the issuance by the City of a written change order deleting all or portions of the scope of services or task(s) to be provided or performed by the Consultant, all of the above documents, to the extent requested in writing by the City, shall be delivered by the Consultant to the City within seven (7) calendar days of the City making such a request. In the event the City gives the Consultant a written Notice of Termination of all or part of the services or work required, or upon the issuance to the Consultant by the City of a written change order deleting all or part of the services or work required, the Consultant shall

deliver to the City the requested documents as set forth hereinabove, with the mutual understanding and commitment by the City that compensation earned or owing to the commitment by the City that compensation earned or owing to the Consultant for services or work provided or performed by the Consultant prior to the effective date of any such termination or deletion will be paid to the Consultant within thirty (30) calendar days of the date of issuance of the notice of termination or change order.

The Consultant, at its expense, may make and retain copies of all documents delivered to the City for reference and internal use. The Consultant shall not, and agrees not to, use any of these documents, data and information contained therein on any other project or for any other client without the prior expressed written permission of the City.

Any use by the City of said documents, data and information contained therein, obtained by the City under the provisions of this Agreement for therein, obtained by the City under the provisions of this Agreement for any purpose not within the scope of this Agreement shall be at the risk of the City, and without liability to the Consultant. The City shall be liable and agrees to be liable for and shall indemnify, defend and hold the Consultant harmless for any and all claims, suits, judgments or damages, losses and expenses including court costs, expert witness and professional consultation services, and attorneys' fees arising out of the City's use of such documents in a manner contrary to the provisions set forth hereinabove. The City hereby acknowledges receipt of $10.00 (ten and no hundred dollars) and other good and valuable consideration from the Consultant which has been paid as specific consideration for the indemnification provided herein.

ARTICLE 17.00-MAINTENANCE OF RECORDS

The Consultant will keep and maintain adequate records and supporting documentation applicable to all of the services, work, information, expense, costs, invoices and materials provided and performed pursuant to the requirements of this Agreement. Said records and documentation will be retained by the Consultant for a minimum of five (5) years from the date of termination of this Agreement.

The City and its authorized agents shall, with reasonable prior notice, have the right to audit, inspect and copy all such records and documentation as often as the City deems necessary during the period of this Agreement, and during the period five (5) years thereafter; provided, however, such activity shall be conducted only during normal business hours and at the expense of the City, and provided further that to the extent provided by law the City shall retain all such records confidential.

17.01 COMPLIANCE WITH PUBLIC RECORDS LAW

The Consultant must comply with Florida public records laws, specifically to:

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

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 copied within a reasonable time at a cost that does not exceed the cost 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 requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the Contract if the Consultant does not transfer the records to the City.

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

e) The City will consider it a breach of contract should the Consultant fail to comply with any public records request.

f) A Consultant who fails to provide the public records to the City within a reasonable time may be subject to penalties under §119.10, Florida Statutes, as amended.

g) **IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS (CITY CLERK) AT: (863) 983-1484, CITY OF CLEWISTON, 115 W. Ventura Ave., Clewiston, Florida 33440, Fransheska.berrios@clewiston-fl.gov.**

h) If the Consultant is not providing the requested public records, the burden of proof is on the Consultant to show why they did not comply with the request.

ARTICLE 18.00-HEADINGS

The headings of the articles, sections, exhibits, attachments, phases or tasks as contained in this Agreement are for the purpose of convenience only and shall not be deemed to expand, limit or change the provisions contained in such articles, sections, exhibits, attachments, phases or tasks.

ARTICLE 19.00-ENTIRE AGREEMENT

This Agreement, including referenced exhibits and attachments hereto, constitutes the entire agreement between the parties hereto and shall supersede, replace and nullify any and all prior agreements or understandings, written or oral, relating to the matters set forth herein, and any such prior agreements or understandings shall have no force or effect whatever on this Agreement.

The following listed documents, which are referred to hereinbefore, are attached to and are acknowledged, understood and agreed to be an integral part of this Agreement:

Exhibit A entitled Scope of Professional Services
dated 07/16/2026.

Exhibit B entitled Truth in Negotiation Certificate
dated 07/16/2026.

Exhibit C entitled Insurance and Bonding Requirements
dated 07/16/2026.

Exhibit D entitled Vendor's Insurance Statement
dated 07/16/2026.
Exhibit E Scrutinized Companies Statement
dated 07/16/2026.

ARTICLE 20.00-NOTICES AND ADDRESS OF RECORD

20.01 NOTICES BY CONSULTANT TO CITY

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

addressed to the following City address of record and sent to the attention of the City's Project Manager unless waived by City:

Mayor
City of Clewiston
115 W. Ventura Ave.
Clewiston, FL 33440

Copy: City Attorney
City of Clewiston
115 W. Ventura Ave.
Clewiston, FL 33440

20.02 NOTICES BY CITY TO CONSULTANT
All notices required and/or made pursuant to this Agreement to be given by the City to the Consultant shall be made in writing and shall be given by the United States Postal Service Department first class mail service, postage prepaid, addressed to the following Consultant's address of record unless waived by Consultant:

McCafferty Brinson Consulting, LLC
633 South Andrews Avenue, Suite 402
Fort Lauderdale, Florida 33301
Telephone Number: (954) 797-7100

ATTENTION: Frank A. Brinson
Project Director

20.03 CHANGE OF ADDRESS OF RECORD
Either party may change its address of record by written notice to the other party per above contacts.

ARTICLE 21.00-TERM
This Agreement is effective as of _____, 2026. The Agreement period is for ten (10) years with the option to renew for an additional five (5) years.

ARTICLE 22.00-TERMINATION
This Agreement may be terminated by the City at its convenience, or due to the fault of the Consultant, by the City giving thirty (30) calendar days written notice to the Consultant.

If the Consultant is adjudged bankrupt or insolvent; if it makes a general assignment for the benefit of its creditors; if a trustee or receiver is appointed for the Consultant or for any of its property; if it files a petition to take advantage of any debtor's act or to reorganize under the bankruptcy or similar laws; if it disregards the authority of the City's designated representatives; if it otherwise violates any provisions of this Agreement; or for any other just cause, the City may, without prejudice to any other right or remedy, and after giving the Consultant a thirty (30) calendar days written notice, terminate this Agreement.

In addition to the City's contractual right to terminate this Agreement in its entirety as set forth above, the City may also, at its convenience, stop, suspend, supplement or otherwise change all, or any part of, the Scope of Professional Services or the Project Guidelines and Criteria, or as such may be established by change order or supplemental task authorization. The City shall provide written notice to the Consultant in order to implement a stoppage, suspension, supplement or change.

The Consultant may request that this Agreement be terminated by submitting a written notice to the City dated not less than thirty (30) calendar days prior to the requested termination date and stating the reason(s) for such a request. However, the City reserves the right to accept or not accept the termination request submitted by the Consultant, effective unless and until Consultant is notified, in writing, by the City of its acceptance.

Notwithstanding anything to the contrary herein, if City fails to pay any amount when due hereunder and such failure continues for ten (10) days after City's receipt of written notice of nonpayment, then Consultant (1) may

retain all prior payments received from City in relation to the services (even if such services have not yet been performed) (2) cease providing services unless and until such breach is cured to Consultant's reasonable satisfaction, and (3) in addition to its other remedies at law or in equity, terminate this Agreement by written notice to City.

22.01 CONSULTANT TO DELIVER MATERIAL

Upon termination, the Consultant shall deliver to the City all papers, drawings, models, and other material in which the City has exclusive rights by virtue hereof or of any business done, or services or work performed by the Consultant on behalf of the City.

ARTICLE 23.00-AMENDMENTS

The covenants, terms and provisions set forth and contained in all of the articles to this Agreement may be amended upon the mutual acceptance thereof, in writing, by both parties to this Agreement. In the event of any conflicts between the requirements, provisions and/or terms of the Agreement and any written amendment, the requirements, provisions and/or terms of the amendment shall take precedence.

ARTICLE 24.00-MODIFICATIONS

Modifications to covenants, terms and provisions of this Agreement shall only be valid when issued in writing as a properly executed change order(s) or supplemental task authorization(s). In the event of any conflicts between the requirements, provisions, and/or terms of this Agreement and any written change order(s), and/or supplemental task authorizations, the latest executed change order(s), and/or supplemental task authorization(s) shall take precedence.

In the event the City issues a purchase order, memorandum, letter, or other instruments covering the professional services, work and materials to be provided and performed pursuant to this Agreement, it is hereby specifically agreed and understood that such purchase order, memorandum, letter or other instruments are for the City's internal control purposes only, and any and all terms, provisions and conditions contained herein, whether printed or written, shall in no way modify the covenants, terms and provisions of this Agreement and shall have no force or effect thereon.

No modification, waiver, or termination of the Agreement or of any terms thereof shall impair the rights of either party.

ARTICLE 25.00-ACCEPTANCE

Acceptance of this Agreement shall be indicated by the signature of the duly authorized representative of the hereinabove named parties in the space provided hereinafter and being attested and witnessed as indicated.

ARTICLE 26.00- CONSEQUENTIAL DAMAGES

Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither the City nor Consultant, their respective officers, directors, partners, employees, contractors, or subconsultants shall be liable to the other or shall make any claim for any incidental, indirect, or consequential damages arising out of or connected in any way to the project or to this Agreement. This mutual waiver of consequential damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation, or any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract, and breach of strict or implied warranty. Both the City and Consultant shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in this project or with this Agreement.

ARTICLE 27.00- DISPUTE RESOLUTION

The City and Consultant agree that they shall diligently pursue resolution of all disagreements within 45 days of either party's written notice using a mutually acceptable form of mediated dispute resolution prior to exercising their rights under law. Consultant shall continue to perform services for the Project and the City shall pay for such

ARTICLE 27.00- DISPUTE RESOLUTION

The City and Consultant agree that they shall diligently pursue resolution of all disagreements within 45 days of either party's written notice using a mutually acceptable form of mediated dispute resolution prior to exercising their rights under law. Consultant shall continue to perform services for the Project and the City shall pay for such services during the dispute resolution process unless the City issues a written notice to suspend work. Causes of action between the parties to this Agreement shall be deemed to have accrued and the applicable statutes of repose and/or limitation shall commence not later than the date of substantial completion.

ARTICLE 28.00- FORCE MAJEURE

Consultant shall not be liable for any damages caused by any delay that is beyond Consultant's reasonable control, including but not limited to unavoidable delays that may result from any acts of God, strikes, lockouts, wars, acts of terrorism, riots, acts of governmental authorities, extraordinary weather conditions or other natural catastrophes, or any other cause beyond the reasonable control or contemplation of either party.

ARTICLE 29.00- FLORIDA STATUTE SEC. 558.0035

PURSUANT TO F.S. SEC. 558.0035, AN INDIVIDUAL EMPLOYEE OR AGENT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.

ARTICLE 30.00 – MISCELLANEOUS STATUTORY COMPLAINCE

a) Public Entity Crimes – The City of Clewiston will comply with Florida Statute Section 287.133, including not conducting business in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO with any person or affiliate on the convicted vendor list for a period of 36 months following the date that person or affiliate was placed on the convicted vendor list unless that person or affiliate has been removed from the list.

b) Diversity, Equity, and Inclusion – Pursuant to Florida Statute Section 287.139, Consultant certifies that it does not and will not use City funds provided under this Agreement to require its employees, contractors, volunteers, vendors, or agents to ascribe to, study, or be instructed using materials relating to diversity, equity, and inclusion as defined in Sections 125.595 and 166.04971, Florida Statutes. Consultant acknowledges that this certification is a material representation upon which the City has relied in entering into this Agreement. Consultant shall immediately notify the City in writing if it becomes unable to comply with this certification during the term of the Agreement. Failure to comply with this provision shall constitute a material breach of this Agreement and may result in termination for cause, withholding of payment, or any other remedy available to the City under this Agreement or applicable law.

FAB

[This space intentionally left blank]

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have executed this Agreement effective the day and year first written above.

ATTEST:

BY: _____
CITY CLERK

DATE: _____

CITY OF CLEWISTON CITY COMMISSION

BY: _____
MAYOR

APPROVED AS TO FORM

BY: _____
CITY ATTORNEY'S OFFICE

ATTEST:

_____
(Witness)

_____
(Witness)

CORPORATE SEAL

MCCAFFERTY BRINSON CONSULTING LLC LIMITED LIABILITY SEAL 2006 FLORIDA

CONSULTANT

BY: Frank A. Brinson
(Authorized Signature)

Senior Vice President
(Title)

DATE: 7/16/26

EXHIBIT A

Scope of Professional Services
Water/Wastewater Engineering
Services

Date: July 16, 2026

Basic Services

Section 1 General Scope Statement

The Consultant shall provide and perform the following professional services, which shall constitute the general scope of the basic services under the covenants, terms, and provisions of this Professional Services Agreement. The Consultant was awarded work pursuant to City of Clewiston RFQ 2026-01: Request for Qualifications for Engineering Services for Water/Wastewater Engineering Services all work by Consultant under this Master Services Agreement will be subject to the scope and requirements of that solicitation.

Section 2 Tasks

Pursuant to the general scope of the basic services stated herein above, the Consultant shall perform all services and/or work necessary to pursuant to the Scope of Services for Water/Wastewater Engineering Services for the aforementioned solicitation. As anticipated and disclosed in the solicitation, each individual project is funding dependent, and the City will negotiate and issue task orders for each project separately.

Section 3 Rate Schedule

Consultant shall perform all services and/or work necessary pursuant to the Scope of Services for Water/Wastewater Engineering Services and the relevant Task Orders for the individual Project or Project(s) in accordance with Consultant's defined rate schedule attached hereto, such rate schedule setting the rates for Principles, Associates, and any costs to be attributed to City.

EXHIBIT B

Truth in Negotiation Certificate
Water/Wastewater Engineering Services

Date: 7/16/2026

This Certificate is executed and given by the undersigned as a condition precedent to entering into a Professional Services Agreement with the City Commission of the City of Clewiston for the project known as the Engineering Services Water/Wastewater Engineering Services.

Before me, the undersigned authority personally appeared, who having personal knowledge as to the facts and statements contained herein after being duly sworn, deposes and states under oath that:

1. This Certificate shall be attached to and constitute an integral part of the above-mentioned Professional Master Services Agreement as provided in Truth-In-Negotiations Certificate.

2. The undersigned hereby certifies that the wage rates and other factual unit costs supporting the compensation on which this Professional Master Services Agreement is established are accurate, complete, and current on the date set forth hereinabove.

3. The truth of statements made herein may be relied upon by the City and the undersigned is fully advised of the legal effect and obligations imposed upon him by the execution of this instrument under oath.

Executed on behalf of the Party to the Professional Master Services Agreement referred to as the Consultant, doing business as:

COMPANY NAME: McCafferty Brinson Consulting, LLC.

BY: Frank A. Brinson

TITLE: Senior Vice President

The foregoing instrument was signed and acknowledged before me this 16 day of July 2026,

by Frank A. Brinson who is (personally known) OR has produced N/A

(Print or Type Name) (Type of Identification & Number)

as identification.

Amanda Esposito
Notary Public Signature

HH 790858 4/14/2030
Notary Commission Number/Expiration

Notary Public State of Florida
Amanda T. Esposito
My Commission HH 790858
Expires 4/14/2030

	☐ Maritime Coverage (Jones Act) shall be maintained where applicable to the completion of the work. $ _____Per Occurrence ☐ Property Insurance (Or Builder's Risk) **Full insurable value of the scope of the work** ☐ Pollution $ _____Per Occurrence ☒ Professional Liability $1,000,000 per claim and in the aggregate ☐ Umbrella Excess $ _____Per Occurrence
☐ Bid bond	Shall be submitted with proposal response in the form of certified funds, cashiers' check or an irrevocable letter of credit, a cash bond posted with the City Clerk, or proposal bond in a sum equal to 5% of the cost proposal. All checks shall be made payable to the City of Clewiston on a bank or trust company located in the State of Florida and insured by the Federal Deposit Insurance Corporation.
☐ Performance and Payment Bonds	If the box is checked for a project less than $200,000, a performance bond will be required. For projects in excess of $200,000, bonds shall be submitted with the executed contract by Proposers receiving award, and written for 100% of the Contract award amount, the cost borne by the Proposer receiving an award. The Performance and Payment Bonds shall be underwritten by a surety authorized to do business in the State of Florida and otherwise acceptable to Owner; provided, however, the surety shall be rated as "A-" or better as to general policy holders rating and Class V or higher rating as to financial size category and the amount required shall not exceed 5% of the reported policy holder's surplus, all as reported in the most current Best Key Rating Guide, published by A.M. Best Company, Inc. of 75 Fulton Street, New York, New York 10038. **Per §255.05, Florida Statutes, as amended, the Contractor shall provide a certified copy of the recorded bond to the City.**

☒ Vendor shall require that all subcontractors comply with the same insurance requirements that he is required to meet. The same Vendor shall provide City with certificates of insurance meeting the required insurance provisions.

☒ The City of Clewiston must be named as **"ADDITIONAL INSURED, INCLUDING PRODUCTS AND COMPLETED OPERATIONS"** on the Insurance Certificate for Commercial General Liability.

☒ The Certificate Holder shall be named as the City of Clewiston. The Certificates of Insurance must state the Contract Number, or Project Number, or specific Project description, or must read: "For any and all work performed on behalf of the City of Clewiston."

☒ **Thirty (30) Days Cancellation Notice (Except for Non-Payment of Premium which is ten (10) days)** Provided by the Insurance Carrier and/or the Vendor.

Policy shall be endorsed for Thirty (30) Days' Notice of Cancellation by the Insurance Carrier and a copy of the endorsement provided to the City of Clewiston.

EXHIBIT C

Insurance and Bonding Requirements

All policies shall be Best's Rated "A-"or better or subject to approval

Insurance / Bond Type	**Required Limits**
☒ Worker's Compensation	Statutory Limits of Chapter 440, Florida Statutes, and all Federal Government Statutory Limits and Requirements. ☒ **The policy shall be endorsed to provide a waiver of subrogation in favor of the City.** NOTE: Any "non-construction industry" company employing more than 3 employees (not including a sole proprietor owner) must have workers' compensation coverage. ALL "construction industry" (as defined by FL Rule # 69L-6.021) companies with ANY employees must have coverage or if no statutory employees, then up to three officers or a sole proprietor MUST have a current exemption certificate from the Division of Workers' Compensation on file.
☒ Employer's Liability	$1,000,000 single limit per occurrence (Workers' Compensation Part B)
☒ Commercial General Liability (Occurrence Form) patterned after the current ISO form	Bodily Injury and Property Damage ☒ $1,000,000 per occurrence, $1,000,000 aggregate (Per Project) for Bodily Injury Liability and Property Damage Liability. This shall include Premises and Operations; Independent Contractors; Products and Completed Operations and Contractual Liability.
☒ Indemnification	Consistent with the provisions of §725.08, Florida Statutes, as amended, the Consultant agrees to indemnify hold harmless the City of Clewiston, its officers and employees from any and all liabilities, damages, losses and costs, including, but not limited to, reasonable attorneys' fees to the extent caused by the negligence recklessness, or intentional wrongful conduct of the Consultant and other persons employed or utilized by the Consultant, including, but not limited to its subconsultants, subcontractors, materialmen, in the performance of this contract, including any Change Orders or Supplemental Task Authorizations. Consistent with §768.28, Florida Statutes, as amended, the City of Clewiston agrees that the Consultant will not be liable for damages arising out of the negligence of the City of Clewiston, its officers, or employees.
☒ Automobile Liability	☒ $ 1,000,000 Each Occurrence; Bodily Injury & Property Damage, Owned/Non-owned/Hired; Automobile Included
☒ Other insurance as noted:	☐ Watercraft $ _____Per Occurrence ☐ United States Longshoreman's and Harbor Worker's Act coverage shall be maintained where applicable to the completion of the work. **STATUTORY**

EXHIBIT D

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion

Vendor Covered Transactions

(1) The prospective vendor certifies, by submission of this Annual Agreement, that neither it nor its principles are presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the vendor is unable to certify the above statement, the prospective vendor shall attach an explanation to this form.

VENDOR

McCafferty Brinson Consulting, LLC
Company Name

78 - 580 - 5883
DUNS Number

Signature

7/16/20
Date

Frank A. Brinson, Senior Vice President
Print Name and Title

633 South Andrews Avenue, Suite 402
Street Address

Fort Lauderdale, Florida 33301
City, State, Zip

For City of Clewiston use only

To access the debarment search: https://www.sam.gov/SAM/ > Search Records tab > Enter DUNS number > Click Search

Company: [ ] is debarred [ ] is not debarred

Verified by: _____ Date: _____
Name

EXHIBIT E

Scrutinized Companies Statement

SWORN STATEMENT UNDER SECTION 287.135(5), FLORIDA STATUTES: THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted with Bid, Proposal, Quote, or Contract Number RFQ 2026-01, for Engineering Services for Water/Wastewater Engineering Services.

2. This sworn statement is submitted by McCafferty Brinson Consulting, LLC whose business
[Name of entity submitting sworn statement]

address is 633 South Andrews Avenue, Suite 402, Fort Lauderdale, Florida 33301 and (if

applicable) its Federal Employer Identification Number (FEIN) is 20-4382371 (If the entity has no

FEIN, include the Social Security Number of the individual signing this sworn statement: _____.

3. My name is Frank A. Brinson and my relationship to the above is
[Please print name of individual signing]

Senior Vice President.

4. I understand that "awarding body" as defined in section 287.135(1) (a), Florida Statutes, means, for purposes of state contracts, an agency or the department, and for purposes of local contracts, the governing body of the local governmental entity.

5. I understand that "Boycott of Israel" as defined in section 287.135(1) (b), Florida Statutes, has the same meaning as defined in s. 215.4725.

6. I understand that "business operations" as defined in section 287.135(1) (c), Florida Statutes, means, for purposes specifically related to Cuba or Syria, engaging in commerce in any form in Cuba or Syria, including, but not limited to, acquiring, developing, maintaining, owning, selling, possessing, leasing, or operating equipment, facilities, personnel, products, services, personal property, real property, military equipment, or any other apparatus of business or commerce.

7. I understand that "local governmental entity" as defined in section 287.135(1) (d) means a county, municipality, special district, or other political subdivision of the state.

8. Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement.

[ ] Scrutinized Companies that Boycott Israel List (bid, proposal or contract renewal for any amount)
[X] The entity submitting this sworn statement is not on the Scrutinized Companies that Boycott Israel List.
[ ] The entity submitting this sworn statement is on the Scrutinized Companies that Boycott Israel List.

[ ] Scrutinized Companies with Activities in Sudan List (bid, proposal or contract renewal for $1

Million or more)

[X] The entity submitting this sworn statement is not on the Scrutinized Companies with Activities in Sudan List.

[ ] The entity submitting this sworn statement is on the Scrutinized Companies with Activities in Sudan List.

[ ] Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List (bid, proposal or contract renewal for $1 Million or more)

[X] The entity submitting this sworn statement is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

[ ] The entity submitting this sworn statement is on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

[ ] Business Operations in Cuba or Syria (bid, proposal or contract renewal for $1 Million or more)

[X] The entity submitting this sworn statement does not have business operations in Cuba or Syria.

[ ] The entity submitting this sworn statement does have business operations in Cuba or Syria.

The City will follow §287.135, Florida Statutes, as amended. If the City determines this Vendor has been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel after the contract is executed, the contract may be terminated by the City by written notification. If the City determines this Vendor is found to have submitted a false certification, placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or been engaged in business operations with Cuba or Syria, the City shall notify the Vendor of its determination by written notification.

By the signature(s) below, I/we, the undersigned, as authorized signatory to commit the firm, certify that the information as provided in this attachment, Scrutinized Companies Statement, is truthful and correct at the time of submission.

Frank A Brinson
AFFIANT

Frank A. Brinson
Typed Name of AFFIANT

Senior Vice President
Title

STATE OF FLORIDA COUNTY OF BROWARD

The foregoing instrument was executed before me this 16 day of July, 2026,

by Frank A. Brinson as Senior Vice President of

McLafferty Brinson Consulting, LLC, who personally swore or affirmed that he/she is authorized to execute this document and thereby bind the Corporation, and who is personally known to me OR has produced N/A as identification.

Amanda Esposito
NOTARY PUBLIC, State of Florida

(stamp)

Notary Public State of Florida
Amanda T. Esposito
My Commission HH 790856
Expires 4/14/2030

For City of Clewiston use only

To access the lists: http://www.sbafla.com/fsb/ > Funds We Manage tab > FRS Pension Plan - Global Governance Mandates > Global Governance Mandate Quarterly Reports > most current quarter

Scrutinized Companies that Boycott Israel List:
[ ] entity is **NOT** on list [ ] entity is on list

Scrutinized Companies with Activities in Sudan List:
[ ] entity is **NOT** on list [ ] entity is on list

Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List:
[ ] entity is **NOT** on list [ ] entity is on list

Business Operations in Cuba or Syria:
[ ] entity is **NOT** on list [ ] entity is on list

Verified by:_____
Date:_____
Print Name

EXHIBIT F

Human Trafficking Affidavit – Florida Statute Section 787.06

SWORN STATEMENT UNDER SECTION 787.06(14), FLORIDA STATUTES: THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted with Bid, Proposal, Quote, or Agreement for RFQ 2026-01, for Engineering Services for Water/Wastewater Engineering Services.

2. This sworn statement is submitted by McCafferty Brinson Consulting, LLC whose business
[Name of entity submitting sworn statement]

address is 633 South Andrews Avenue, Suite 402, Fort Lauderdale, Florida 33301 and (if applicable) its Federal Employer Identification Number (FEIN) is 20-4382371.

3. My name is Frank A. Brinson and my relationship to the above is
[Please print name of individual signing]

Senior Vice President.

4. The non-governmental entity submitting this sworn statement does not use coercion for labor or services as defined in Florida Statute Section 787.06.

5. I understand that the City of Clewiston is relying upon this sworn statement and that failure to comply with the representations herein shall constitute a material breach of this Agreement and result in termination for cause.

By the signature(s) below, I/we, the undersigned, as authorized signatory to commit the firm, certify that the information as provided in this attachment, Human Trafficking Affidavit, is truthful and correct at the time of submission.

AFFIANT

Frank A. Brinson
Typed Name of AFFIANT

Senior Vice President
Title

STATE OF FLORIDA COUNTY OF BROWARD

The foregoing instrument was executed before me this 11 day of AUGUST, 2026, by Frank A. Brinson as Senior Vice President of McCafferty Brinson Consulting, LLC, who personally swore or affirmed that he/she is authorized to execute this document and thereby bind the Corporation, and who is personally known to me OR has produced N/A as identification.

Mariell A. Soto
NOTARY PUBLIC, State of Florida

(stamp)

Notary Public State of Florida
Mariell A Soto
My Commission HH 383781
Expires 4/6/2027

McCafferty Brinson
consulting

City of Clewiston
Consulting/Professional Services

2026 Fee Schedule

HOURLY LABOR RATE SCHEDULE

Personnel Category	Hourly Labor Rate
Chief Engineer (PE)	$320.00
Principal Engineer (PE)	$275.00
Senior Engineer (PE)	$215.00
Engineer II (PE)	$165.00
Engineer I (PE)	$150.00
Engineer Intern (EI)	$130.00
Staff Professional	$130.00
Scientist III	$145.00
Scientist II	$130.00
Scientist I	$120.00
Staff Scientist	$110.00
Lead Designer	$170.00
Designer II	$135.00
Designer I	$110.00
Construction Manager	$280.00
Construction Associate	$225.00
Operations Specialist	$200.00
Senior Field Coordinator	$165.00
Field Coordinator	$130.00
Administrator	$115.00
Administrative Assistant	$75.00

Subconsultant Markup: 15%

Expert Witness services will be billed at 2.0 times the standard rate schedule.

Mileage billed at IRS rate.

\\192.168.1.72\mbc public\shared\pm\fee schedules\mbc 2026 fee schedule.docx

MCCABRI-01 RCONDRON

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 6/24/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER JCJ Insurance Agency, LLC 2208 Hillcrest Street Orlando, FL 32803	CONTACT NAME: PHONE (A/C, No, Ext): (321) 445-1117 FAX (A/C, No): (321) 445-1076 E-MAIL ADDRESS: certs@jcj-insurance.com
	INSURER(S) AFFORDING COVERAGE — NAIC #
	INSURER A : Hartford Underwriters Ins. Co. — 30104
INSURED McCafferty Brinson Consulting, LLC 633 S. Andrews Ave, Suite 402 Ft. Lauderdale, FL 33301	INSURER B : Berkley Insurance Company* — 32603
	INSURER C :
	INSURER D :
	INSURER E :
	INSURER F :

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR X Owner?s & Contractor GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:	X		21SBMCA9SFL	4/11/2026	4/11/2027	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 1,000,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
A	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY			21SBMCA9SFL	4/11/2026	4/11/2027	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10,000	X		21SBMCA9SFL	4/11/2026	4/11/2027	EACH OCCURRENCE AGGREGATE	$ 2,000,000 $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $
B	Professional Liab			AEC-9098833-00	4/11/2026	4/11/2027	Per Claim/Aggregate	2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

For any and all work performed on behalf of the City of Clewiston.

City of Clewiston where required by written contract is an Additional Insured with respect to Commercial General Liability. Coverages are primary & non-contributory. A Waiver of Subrogation for Workers Compensation applies when required by written contract. 30 Day Notice of Cancellation, except for 10 days for non-payment. Any person or organization is Additional insured on the General Liability for completed operations when required by written contract.

CERTIFICATE HOLDER

City of Clewiston
115 W. Ventura Ave
Clewiston, FL 33440

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

THE HARTFORD

BLANKET ADDITIONAL INSURED BY CONTRACT

This endorsement modifies insurance provided under the following:

BUSINESS LIABILITY COVERAGE FORM

Except as otherwise stated in this endorsement, the terms and conditions of the Policy apply.

A. The following is added to Section **C. WHO IS AN INSURED**:

Additional Insureds When Required By Written Contract, Written Agreement Or Permit

The person(s) or organization(s) identified in Paragraphs **a.** through **f.** below are additional insureds when you have agreed, in a written contract or written agreement, or when required by a written permit issued by a state or governmental agency or subdivision or political subdivision that such person or organization be added as an additional insured on your Coverage Part, provided the injury or damage occurs subsequent to the execution of the contract or agreement, or the issuance of the permit.

A person or organization is an additional insured under this provision only for that period of time required by the contract, agreement or permit.

However, no such person or organization is an additional insured under this provision if such person or organization is included as an additional insured by any other endorsement issued by us and made a part of this Coverage Part.

The insurance afforded to such additional insured will not be broader than that which you are required by the contract, agreement, or permit to provide for such additional insured.

The insurance afforded to such additional insured only applies to the extent permitted by law.

The limits of insurance that apply to additional insureds are described in Section **D. LIABILITY AND MEDICAL EXPENSES LIMITS OF INSURANCE**. How this insurance applies when other insurance is available to an additional insured is described in the Other Insurance Condition in Section **E. LIABILITY AND MEDICAL EXPENSES GENERAL CONDITIONS**.

a. Vendors

Any person(s) or organization(s) (referred to below as vendor), but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business and only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

(1) The insurance afforded to the vendor is subject to the following additional exclusions:

This insurance does not apply to:

(a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;

(b) Any express warranty unauthorized by you;

(c) Any physical or chemical change in the product made intentionally by the vendor;

(d) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

(e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

(f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

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(g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

(h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

(i) The exceptions contained in Paragraphs **(d)** or **(f)**; or

(ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

(2) This insurance does not apply to any insured person or organization from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

b. Lessors Of Equipment

(1) Any person or organization from whom you lease equipment; but only with respect to their liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.

(2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after you cease to lease that equipment.

c. Lessors Of Land Or Premises

(1) Any person or organization from whom you lease land or premises, but only with respect to liability arising out of the ownership, maintenance or use of that part of the land or premises leased to you.

(2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:

(a) Any "occurrence" which takes place after you cease to lease that land or be a tenant in that premises; or

(b) Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

d. Architects, Engineers Or Surveyors

(1) Any architect, engineer, or surveyor, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

(a) In connection with your premises;

(b) In the performance of your ongoing operations performed by you or on your behalf; or

(c) In connection with "your work" and included within the "products-completed operations hazard", but only if:

(i) The written contract, written agreement or permit requires you to provide such coverage to such additional insured; and

(ii) This Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

(2) With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services, including:

(i) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or

(ii) Supervisory, surveying, inspection, architectural or engineering activities.

This exclusion applies even if the claims allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by an insured, if the "bodily injury", "property

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damage", or "personal and advertising injury" arises out of the rendering of or the failure to render any professional service.

e. State Or Governmental Agency Or Subdivision Or Political Subdivision Issuing Permit

(1) Any state or governmental agency or subdivision or political subdivision, but only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued a permit.

(2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:

(a) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or

(b) "Bodily injury" or "property damage" included within the "products-completed operations hazard".

f. Any Other Party

(1) Any other person or organization who is not in one of the categories or classes listed above in Paragraphs **a.** through **e.** above, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

(a) In the performance of your ongoing operations performed by you or on your behalf;

(b) In connection with your premises owned by or rented to you; or

(c) In connection with "your work" and included within the "products-completed operations hazard", but only if:

(i) The written contract, written agreement or permit requires you to provide such coverage to such additional insured; and

(ii) This Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

(2) With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

(a) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or

(b) Supervisory, surveying, inspection, architectural or engineering activities.

This exclusion applies even if the claims allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by an insured, if the "bodily injury", "property damage", or "personal and advertising injury" arises out of the rendering of or the failure to render any professional service described in Paragraphs **f.(2)(a)** or **f.(2)(b)** above.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule.

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

SCHEDULE

Any person or organization for whom you are required by contract or agreement to obtain this waiver from us. Endorsement is not applicable in KY, NH, NJ or for any MO construction risk

Countersigned by _____

Authorized Representative

CITY OF CLEWISTON, FLORIDA
PROFESSIONAL MASTER SERVICES AGREEMENT

This Professional Services Agreement (hereinafter referred to as "Master Services Agreement" or "Agreement") is made and entered into this ___ day of _____, 2026, between the City Commission of the City of Clewiston, a municipality incorporated in the State of Florida (hereinafter referred to as the "City") and Tetra Tech, Inc. (hereinafter referred to as the "Consultant").

WITNESSETH

WHEREAS, the City desires to obtain the professional services of said Consultant to provide and perform professional services as further described hereinafter concerning the project to be referred to and identified as: Engineering Services for [Engineering Category]; and

WHEREAS, the Consultant hereby certifies that Consultant has been granted and possesses valid, current licenses to do business in the State of Florida and in the City of Clewiston, Florida, issued by the respective State Boards and Government Agencies responsible for regulating and licensing the professional services to be provided and performed by the Consultant pursuant to this Agreement; and

WHEREAS, the selection and engagement of the Consultant has been made by the City in accordance with the provisions of the Consultants Competitive Negotiation Act, §287.055, Florida Statutes, as amended.

NOW, THEREFORE, in consideration of the mutual covenants, terms and provisions contained herein, the parties hereto agree that with the mutual acceptance of this Agreement as indicated hereinafter by the execution of this Agreement by both parties that a contract shall exist between both parties consisting of:

ARTICLE 1.00-SCOPE OF PROFESSIONAL SERVICES
Consultant hereby agrees to provide and perform the professional services required and necessary to complete the services and work as set forth in the Scope of Professional Services, which is attached hereto and made a part of this Agreement.

ARTICLE 2.00-DEFINITIONS
The following definition of terms associated with this Agreement is provided to establish a common understanding between both parties to this Agreement as to the intended usage, application, and interpretation of such terms pertaining to this Agreement.

2.01 CITY
The term "City" shall refer to the City of Clewiston, a municipality incorporated within the State of Florida, and any official and/or employees thereof who shall be duly authorized to act on the City's behalf relative to this Agreement.

2.02 CONSULTANT
The term "Consultant" shall refer to the individual or firm offering professional services which by execution of this Agreement shall be legally obligated, responsible, and liable for providing and performing any and all of the services, work and materials, including services and/or work of sub-consultants and subcontractors, required under the covenants, terms and provisions contained in this Agreement and any and all change orders thereto.

2.03 PROFESSIONAL SERVICES
The term "Professional Services" shall refer to all of the services, work materials and all related professional, technical and administrative activities which are necessary to be provided and performed by the Consultant and its

employees and any and all sub-consultants and subcontractors the Consultant may engage to provide, perform and complete the services required pursuant to the covenants, terms and provisions of this Agreement.

2.04 SUB-CONSULTANT

The term "Sub-Consultant" shall refer to any individual or firm offering professional services which is engaged by the Consultant to assist the Consultant in providing and performing the professional services, work and materials for which the Consultant is contractually obligated, responsible and liable to provide and perform under this Agreement. The City shall not be a party to, responsible or liable for, or assume any obligation whatever for any agreement entered into between the Consultant and any sub-consultant.

2.05 SUBCONTRACTOR

The term "Subcontractor" shall refer to any individual, company or firm providing other than professional services which is engaged by the Consultant to assist the Consultant in contractually obligated, responsible, and liable to provide and perform under this Agreement. The City shall not be a party to, responsible or liable for, or assume any obligation whatever for any agreement entered into between the Consultant and any subcontractor.

2.06 PROJECT

The term "Project" shall refer to such facility, system, program or item as described in the summary statement set forth in the preamble of this Agreement.

2.07 BASIC SERVICES

The term "Basic Services" shall refer to the professional services set forth and required pursuant to this Agreement and as described in further detail in the attached Scope of Professional Services.

2.08 ADDITIONAL SERVICES

The term "Additional Services" shall refer to such professional services as the City may request and authorize, in writing, the Consultant to provide and perform relative to this Agreement which are not included in the basic services. Additional services shall be authorized by the execution of both parties to this Agreement by a change order agreement.

2.09 CHANGE ORDER

The term "Change Order" shall refer to a written document, change order agreement, executed by both parties to this Agreement setting forth and authorizing changes to the agreed upon scope of professional services and tasks, compensation and method of payment, time and schedule of performance, or project guidelines and criteria as such were set forth and agreed to in the initial agreement, supplemental task authorization(s), or previous change orders issued thereto. The change order document, which shall be executed on a City standard form, shall set forth the authorized changes to the: scope of professional services, tasks, work or materials to be performed or provided by the Consultant; the compensation and method of payment; the schedule or time period for performance and completion, and the guidelines, criteria and requirements pertaining thereto.

The amount of the change in contract compensation and time set forth in any and all change orders executed and issued under this Agreement shall be understood and agreed by both parties to this Agreement to be fair, equitable, adequate and complete. The changed compensation shall be understood and agreed to be the total of all costs associated with or impacted by the change order including, but not limited to, any and all direct costs, indirect costs and associated costs which may result from or be caused by the change order, and shall be understood and agreed to include a fair, equitable and adequate adjustment to cover the Consultant's general administrative and overhead costs and profit.

In the event the City decides to delete all, or portions, of the scope of services, task(s), or requirements set forth in the initial agreement, supplemental task authorizations or previously authorized change orders, the City may do so by issuance of a written change order to the Consultant.

2.10 SUPPLEMENTAL TASK AUTHORIZATION

The term "Supplemental Task Authorization" as used refers to a written document executed by both parties to an existing professional services agreement setting forth and authorizing a limited number of professional services, tasks, or work.

2.11 MAYOR

The term "Mayor" shall refer to the Mayor or his designee requesting the service, employed by the City Commission to serve and act on the City's behalf, as it relates to this project. The Mayor within the authority conferred by the City Commission, acting as the City's designated representative shall issue written notification to the Consultant of any and all changes approved by the City in the Consultant's: (1) compensation; (2) time and/or schedule of service delivery; (3) scope of services; or other change(s) relative to basic services and additional services pursuant to this Agreement or change order(s) or supplemental task authorization(s) pertaining thereto. The Mayor shall be responsible for acting on the City's behalf to administer, coordinate, interpret and otherwise manage the contractual provisions and requirements set forth in this Agreement, change order(s) or supplemental task authorization(s) issued thereunder.

2.12 PROJECT MANAGER

The term "Project Manager" shall refer to the person employed or retained by the City and designated, in writing, to serve and act on the City's behalf to provide direct contact and communication between the City and Consultant with respect to providing information, assistance, guidance, coordination, review, approval and acceptance of the professional services, work and materials to be provided and performed by the Consultant pursuant to this Agreement and such written change order(s) and supplemental task authorization(s) as are authorized. Project Manager is not authorized to, and shall not, issue any verbal, or written, request or instruction to the Consultant that would have the effect, or be interpreted to have the effect, of modifying or changing in any way whatever the: (1) scope of services to be provided and performed by the Consultant; (2) the time the Consultant is obligated to commence and complete all such services; (3) the amount of compensation the City is obligated or committed to pay the Consultant. The Project Manager shall review and make appropriate recommendations on all requests submitted by the Consultant for payment for services and work provided and performed, and reimbursable costs and expense, as provided for in this Agreement and change order(s), supplemental task authorization(s) thereto.

2.13 LUMP SUM FEE(S)

Lump Sum Fee(s), hereinafter identified as L.S., are understood and agreed to include all direct and indirect labor costs, personnel related costs, overhead and administrative costs, costs of sub-consultant(s) and/or sub-contractor(s), out-of-pocket expenses and costs, professional service fee(s) and any other costs or expenses which may pertain to the services and/or work to be performed, provided and/or furnished by the Consultant as may be required and/or necessary to complete each and every task set forth in the Scope of Professional Services, or as may be set forth in subsequent work orders, supplemental agreements, and/or change orders agreed to in writing by both parties to this Agreement.

2.14 NOT-TO-EXCEED FEE(S)

When all, or any portion, of the Consultant's compensation to provide and perform the services and work necessary and required pursuant to the tasks set forth in the Scope of Professional Services, and any change orders, supplemental task authorizations, and work orders authorized thereto, is established to be made on a not-to-exceed (NTE) amount basis, it is mutually understood and agreed that such compensation for each completed task shall be made on the following basis:

For the actual hours necessary, required and expected by the Consultant's professional and technical personnel, multiplied by the applicable hourly rates for each classification or position as set forth in the Compensation and Method of Payment, which is attached hereto and made a part of this Agreement, to the above referenced Agreement and any change orders or supplemental task authorizations authorized thereto; and

For the actual, necessary and required hours, and non-personnel expenses and costs, expended by sub-consultants and subcontractors engaged by the Consultant, multiplied by such hourly rates and unit costs as are agreed to by the City and the Consultant and as are set forth as a part of the above referenced Agreement and any change orders or supplemental task authorizations authorized thereto; and

With the understanding and agreement that the City shall pay the Consultant for all such costs and expenses within the established NTE amount for each task or sub-task subject to the Consultant presenting an itemized and detailed invoice with appropriate supporting documentation attached thereto to show evidence satisfactory to the City covering all such costs and expenses; and

With the understanding and agreement that the Consultant's invoices and all payments to be made for all NTE amounts shall be subject to the review, acceptance and approval of the City; and with the understanding and agreement that when the Consultant's compensation is established on a NTE basis for a specific task(s) or sub-task(s) the total amount of compensation to be paid the Consultant to cover all personnel costs, non-personnel reimbursable expenses and costs, and sub-consultant and subcontractor costs for any such specific task(s) or sub-task(s) shall not exceed the amount of the total NTE compensation established and agreed to for each specific task(s) or sub-task(s). In the event the amount of compensation for any task(s) or sub-task(s) to which the Consultant is entitled on the NTE basis set forth above is determined to be necessary, required and actually expended and is determined to be actually less than the NTE amount established for the specific task or sub-task, it is understood and agreed that any unexpended amount under a specific task or sub-task may not be used, applied, transferred, invoiced or paid for services or work provided or performed on any other task(s) or sub-task(s).

ARTICLE 3.00-OBLIGATIONS OF THE CONSULTANT

The obligations of the Consultant with respect to all the basic services and additional services authorized pursuant to this Agreement shall include, but not be limited to, the following:

3.01 LICENSES

The Consultant agrees to obtain and maintain throughout the period this Agreement is in effect all such licenses as are required to do business in the State of Florida, Hendry County and in the City of Clewiston, Florida, including, but not limited to, licenses required by the respective State Boards and other governmental agencies responsible for regulating and licensing the professional services provided and performed by the Consultant pursuant to this Agreement.

3.02 PERSONNEL

1) QUALIFIED PERSONNEL

The Consultant agrees when the services to be provided and performed relate to a professional service(s) which, under Florida Statutes, requires a license, certificate of authorization or other form of legal entitlement to practice such services, to employ and/or retain only qualified personnel to be in responsible charge of all basic services and additional services to be provided pursuant to this Agreement.

2) CONSULTANT'S PROJECT DIRECTOR

The Consultant agrees to employ and designate, in writing, a qualified and, if required by law, a licensed professional to serve as the Consultant's Project Director. The Consultant's Project Director shall be authorized and responsible to act on behalf of the Consultant with respect to directing, coordinating and administering all aspects of the services to be provided and performed under this Agreement thereto. The Consultant's Project Director shall have full authority to bind and obligate the Consultant on any matter arising under this Agreement unless substitute arrangements have been furnished to the City in writing. The Consultant agrees that the Project Director shall devote whatever time is required to satisfactorily direct, supervise and manage the services provided and performed by the Consultant throughout the entire period this Agreement is in effect. The person selected by the Consultant to serve as the Consultant's Project Director shall be subject to the prior approval and acceptance of the City.

3) CONSULTANT'S STAFF

Consultant will specify the technical and support staff who will be assigned to this project. Consultant will notify City's Project Manager of any changes and/or substitution of staff working on the project.

4) REMOVAL OF PERSONNEL

The Consultant agrees, within thirty (30) calendar days of receipt of a written request from the City, to promptly remove and replace the Consultant's Project Director, or any other personnel employed or retained by the Consultant, or personnel of the sub-consultant(s) or subcontractor(s) engaged by the Consultant to provide and/or perform services and/or work pursuant to the requirements of this Agreement, who the City shall request, in writing, be removed, this request may be made by the City with or without cause.

5) IMMIGRATION LAW COMPLIANCE

Contractors providing services to the City, as a condition of each contract, must use E-Verify to verify the employment of any person hired during the contract term by the contractor and assigned by the Contractor to perform work for the City. Before any contract with the City is signed, proof of enrollment with E-Verify must be provided. The Contractor acknowledges that he will comply with the Immigration Reform and Control Act of 1986 and is committed to employing only those individuals who are authorized to work in the United States, by hiring employees who properly complete, sign and date the first section of the Immigration and Naturalization Services (INS) Form I-9 and presenting to the Contractor the original necessary document(s) to prove identity and employment eligibility, as verified through E-Verify.

The Contractor must also be responsible for entering into an agreement with each and every vendor and subcontractor that states that vendors and subcontractors (and their vendors) are independently responsible for their own employment decisions, including hiring, disciplinary and termination decisions, and will comply with the Immigration Reform and Control Act of 1986 and use the E-Verify system for verification. The agreements shall also state that each business is responsible for its own I-9 and other employment record-keeping requirements, and with compliance with all immigration laws.

3.03 TIMELY ACCOMPLISHMENT OF SERVICES

The timely performance and completion of the required services, work and materials is vitally important to the interests of the City. The City may suffer damages in the event that the Consultant does not accomplish and complete the required services in a timely manner. The Consultant agrees to employ, engage, retain and/or assign an adequate number of personnel throughout the period of this Agreement so that all basic services and additional services will be provided, performed and completed in a timely and diligent manner throughout.

3.04 STANDARDS OF PROFESSIONAL SERVICE

The work and/or services to be provided and/or performed by the Consultant and by any sub-consultant(s) and/or subcontractor(s) engaged by the Consultant as set forth in the Scope of Professional Services shall be done in accordance with the generally accepted standards of professional practice and in accordance with the laws, rules, regulations, ordinances and codes issued by those governmental agencies which have jurisdiction over all or a portion of this project and which are in effect at the time the City approves this Agreement.

3.05 CORRECTION OF ERRORS, OMISSIONS OR OTHER DEFICIENCIES

1) RESPONSIBILITY TO CORRECT

The Consultant agrees to be responsible for the professional quality, technical adequacy and accuracy, timely completion, and the coordination of all data, studies, surveys, designs, specifications, calculations, estimates, plans, drawings, construction documents, photographs, reports, memoranda, other documents and instruments, and other services, work and materials performed, provided, and/or furnished by Consultant or by any sub-consultant(s) and/or subcontractor(s) retained or engaged by the Consultant pursuant to this Agreement. The Consultant shall, without additional compensation, correct or revise any errors, omissions or deficiencies in such data, studies, surveys, designs, specifications, calculations, estimates, plans, drawings, construction documents and instruments,

in its services, work and materials resulting from the negligent act, errors or omissions or intentional misconduct of Consultant or any sub-consultant(s) or subcontractor(s) engaged by the Consultant.

2) CITY'S APPROVAL SHALL NOT RELIEVE CONSULTANT OF RESPONSIBILITY

Neither review, approval, nor acceptance by the City of data, studies, surveys, designs, specifications, calculations, estimates, plans, drawings, construction documents, photographs, reports, memoranda, other documents and instruments, and incidental professional services, work and materials furnished hereunder by the Consultant, or any sub-consultant(s) or subcontractor(s) engaged by the Consultant to provide and perform services in connection with this Agreement. Neither the City's review, approval or acceptance of, nor payment for, any of the Consultant's services, work and materials shall be construed to operate as a waiver of any of the City's rights under this Agreement, or any cause of action it may have arising out of the performance of this Agreement.

3.06 LIABILITY AND HOLD HARMLESS

Consistent with the provisions of §725.08, Florida Statutes, as amended, the Consultant agrees to indemnify and hold harmless the City of Clewiston, its officers and employees from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Consultant and other persons employed or utilized by the Consultant, including, but not limited to sub-consultants, sub-contractors and materialmen, in the performance of this contract, including any Change Orders or Supplemental Task Authorizations. Consultant and City agree that the monetary limitation on the indemnification provided under this contract is limited to the full amount of the contract award (i.e. Compensation to be paid Consultant as set forth in the attached Exhibit B), including any sums added or subtracted from the contract award through Change Orders or Supplemental Task Authorizations. Consistent with §768.28, Florida Statutes, as amended, City agrees that the Consultant will not be liable for damages arising out of the negligence of the City, its officers, or employees.

3.07 NOT TO DIVULGE CERTAIN INFORMATION

Consultant agrees, during the term of this Agreement, not to divulge, furnish or make available to any third person, firm, or organization, without City's prior written consent, or unless incident to the proper performance of Consultant's obligations hereunder, or in the course of judicial or legislative proceedings where such information has been properly subpoenaed, any non-public information concerning the services to be rendered by Consultant or any sub-consultant(s) or subcontractor(s) pursuant to this Agreement. Consultant shall require all of its employees, sub-consultant(s) and subcontractor(s) to comply with the provisions of this paragraph.

3.08 CONSULTANT TO REPAIR PROPERTY DAMAGE CAUSED BY THE CONSULTANT

Consultant agrees to promptly repair and/or replace, or cause to have repaired and/or replaced, at its cost and expenses and in a manner acceptable to and approved by the City, any property damage arising out of, or caused by, the willful or negligent acts of the Consultant, or of its sub-consultants and/or subcontractors. This Consultant's obligation under this sub-article does not apply to property damage caused by any other Consultant or Contractor engaged directly by the City.

The City reserves the right, should the Consultant fail to make such repairs and/or replacement within a reasonable period of time after written notice, to cause such repairs and/or replacement to be made by others and for all costs and expenses associated with having such repairs and/or replacement done to be paid for by the Consultant, or by the Consultant reimbursing the City for all such costs and expenses.

3.09 RESPONSIBILITY FOR ESTIMATES

1) In the event the services required pursuant to this Agreement include the Consultant preparing and submitting to the City cost estimates, the Consultant, by exercise of this experience, effort, knowledge and judgment, shall develop such cost estimates as are set forth in, or as may be required under this Agreement. Any opinions or estimates of probable construction costs to be provided under this Agreement by the Consultant are to be made or reviewed on the basis of Consultant's experience and qualifications and represent the Consultant's judgment as an experienced and qualified professional,

familiar generally with the construction industry. The City agrees that the Consultant has no control over the cost of labor, materials, equipment, or services furnished by others or control over competitive bidding or market conditions, nor the Contractor's methods of determining prices. However, while Consultant cannot and does not guarantee that proposals, bids, or actual final construction costs will not vary from the opinions or estimates prepared or reviewed by the Consultant, City may choose to employ an independent cost estimator in order to achieve greater assurance of actual construction costs.

3.10 PERMITS

The Consultant, if applicable to the Consultant's Scope of Services, will be responsible for preparing and submitting all required applications and other supportive information necessary to assist the City in obtaining all reviews, approvals and permits, with respect to the Consultant's design, drawings and specifications required by any governmental body having authority over the project. Any fees required for such reviews, approvals or permits will be covered by a check issued by the City and made payable to the respective governmental body upon the Consultant furnishing the City satisfactory documentation of such fees. The Consultant will be similarly responsible for preparing and submitting all required applications and other supportive information necessary to assist the City in obtaining any renewals and/or extensions of reviews, approvals or permits that may be required while this Agreement is in effect. The City shall, at the Consultant's request, assist in obtaining required signatures and provide the Consultant with all information known to be available to the City so as to assist the Consultant in the preparation and submittal of any original, renewal or extension of required reviews, approvals or permits.

3.11 ADDITIONAL SERVICES

Should the CITY request the Consultant to provide and perform professional services for this project which are not set forth in the Scope of Professional Services, the Consultant agrees to provide and perform such additional services as may be agreed to in writing by both parties to this Agreement.

Such additional services shall constitute a continuation of the professional services covered under this Agreement and shall be provided and performed in accordance with the covenants, terms, and provisions set forth in this Agreement thereto.

Additional services shall be administered and authorized as change orders or supplemental task authorizations under this Agreement. The Consultant shall not provide or perform, nor shall the City incur or accept any obligation to compensate the Consultant for any additional services unless and until a written change order or supplemental task authorization has been agreed to and executed by both parties.

Each such change order or supplemental task authorization shall set forth a comprehensive, detailed description of: (1) the scope of the additional services requested; (2) the basis of compensation; and (3) the period of time and/or schedule for performing and completing said additional services.

3.12 TRUTH-IN-NEGOTIATIONS CERTIFICATE

The City may request the Consultant to execute a Truth-in-Negotiations Certificate ("Certificate"). The Certificate shall state that wage rates and other factual unit costs supporting the compensation are accurate, complete and current at the time this Agreement is executed. The original contract price and any additions thereto shall be adjusted to exclude any significant sums by which the City determines the contract price was increased due to inaccurate, incomplete or noncurrent wage rates or other factual unit costs.

3.13 COMPLETION OF TASKS

Unless otherwise set forth in the Agreement, the Consultant shall be responsible for providing and performing professional services, work, equipment, material, personnel, supplies, facilities, transportation and administrative support that are necessary and required to complete all of the tasks set forth in the Scope of Professional Services, change orders and supplemental task authorizations authorized. The compensation to be paid the Consultant as set forth in the Compensation and Method of Payment, change orders, and supplemental task authorizations

authorized thereto shall be understood and agreed to compensate the Consultant for providing and performing professional services, work, equipment, material, personnel, supplies, facilities, transportation and administrative support that are necessary and required to complete the tasks set forth in the Scope of Professional Services, change orders and supplemental task authorizations authorized thereto as stated above.

ARTICLE 4.00-OBLIGATIONS OF THE CITY

4.01 DESIGNATION OF PROJECT MANAGER

The City agrees after the execution of this Agreement to promptly advise the Consultant, in writing, of the person designated to serve and act as the City's Project Manager. Such notification shall be provided to the Consultant by the Project Manager.

4.02 AVAILABILITY OF CITY INFORMATION

1) PROJECT GUIDELINES AND CRITERIA

Guidelines to the Consultant regarding requirements the City has established or suggests relative to the project including, but not limited to such items as: goals, objectives, constraints, and any special financial, budgeting, space, site, operational, equipment, technical, construction, time and scheduling criteria are set forth in the Project Guidelines and Criteria, which is attached hereto and made a part of this Agreement.

2) CITY TO PROVIDE PERTINENT REFERENCE MATERIAL

At the Consultant's request, the City agrees to provide to the Consultant, at no cost to the Consultant, all pertinent information known to be available to the City to assist the Consultant in providing and performing the required professional services. Such information may include, but not be limited to: previous reports; plans, drawings and specifications; maps; property, boundary, easement, right-of-way, topographic, reference monuments, control points, plats and related survey data; data prepared or services furnished by others to the City such as sub-surface investigations, laboratory tests, inspections of natural and man-made materials, property appraisals, studies, designs and reports.

4.03 AVAILABILITY OF CITY'S DESIGNATED REPRESENTATIVES

The City agrees that the Mayor and the Project Manager shall be available within a reasonable period of time, with reasonable prior notice given by the Consultant, to meet and/or consult with the Consultant on matters pertaining to the services to be provided and performed by the Consultant. The City further agrees to respond within a reasonable period of time to written requests submitted by the Consultant.

4.04 ACCESS TO CITY PROPERTY

The City agrees, with reasonable prior written notice given by the Consultant, to provide the Consultant with access within a reasonable period of time to City property, facilities, buildings and structures to enable the Consultant to provide and perform the required professional services and work pursuant to this Agreement. Such rights of access shall not be exercised in such a manner or to such an extent as to impede or interfere with City operations, or the operations carried on by others under a lease, or other contractual arrangement with the City, or in such a manner as to adversely affect the public health and safety. Such access may, or may not be, within the Consultant's normal office and/or field work days and/or work hours.

ARTICLE 5.00-COMPENSATION AND METHOD OF PAYMENT

5.01 BASIC AND ADDITIONAL SERVICES

The City shall pay the Consultant for all requested and authorized basic services rendered hereunder by the Consultant and completed in accordance with the requirements, provisions, and/or terms of this Agreement and accepted by the City in accordance with the provisions for compensation and payment of said basic services set forth and prescribed in the Compensation and Method of Payment or on the basis of such changes to the established compensation as may be mutually agreed to by both parties to this Agreement as evidenced by a written change order executed by both parties.

5.02 METHOD OF PAYMENT

1) MONTHLY STATEMENTS

The Consultant shall be entitled to submit not more than one (1) invoice statement to the City each calendar month covering services rendered during the preceding calendar month. The Consultant's invoice statement(s) shall be itemized to correspond to the basis of compensation as set forth in the Agreement, or change order(s) and supplemental task authorization(s) thereunder.

2) PAYMENT FOR SERVICES PERFORMED

The City shall pay the Consultant for services performed using the following method:

a) The City shall pay the Consultant for services performed for tasks set forth in the Scope of Professional Services and the Compensation and Method of Payment on the basis of an invoice statement covering Consultant's work-in-progress expressed as a percentage of the total cost of the service and/or work required for each task invoiced in this manner. All such work-in-progress percentages are subject to the review and approval of the City. The decision of the City shall be final as to the work-in-progress percentages paid. Payment by the City for tasks on a work-in-progress percentage basis shall not be deemed or interpreted in any way to constitute an approval or acceptance by the City of any such service or work-in-progress. The Consultant shall be responsible for correcting, re-doing, modifying or otherwise completing the services and work required for each task before receiving final, full payment whether or not previous work-in-progress payments have been made. All tasks to be paid for on a work-in-progress percentage basis shall be agreed to by both parties to the Agreement and each task to be paid in this manner shall be identified in the Compensation and Method of Payment with the notation (WIPP). Only tasks so identified will be paid on a work-in-progress percentage basis.

3) PAYMENT SCHEDULE

The City shall issue payment to the Consultant within thirty (30) calendar days after receipt of an invoice statement from the Consultant in an acceptable form and containing the requested breakdown and detailed description and documentation of charges. Should the City object or take exception to the amount of any Consultant's invoice statement, the City shall notify the Consultant of such objection or exception within the thirty (30) calendar days payment period set forth hereinbefore. If such objection or exception remains unresolved at the end of said thirty (30) calendar days' period, the City shall withhold the disputed amount and make payment to the Consultant of the amount not in dispute. Payment of any disputed amount, or adjustments thereto, shall be made within thirty (30) calendar days of the date such disputed amount is resolved by mutual agreement of the parties to this Agreement.

5.03 PAYMENT WHEN SERVICES ARE TERMINATED AT THE CONVENIENCE OF THE CITY

In the event of termination of this Agreement at the convenience of the City, not at the fault of the Consultant, the City shall compensate the Consultant only for the services performed prior to the effective date of termination, reimbursable expenses then due and reasonable expenses incurred by the Consultant in affecting the termination of services and work, and incurred by the submittal to the City of project drawings, plans, data, and other project documents.

5.04 PAYMENT WHEN SERVICES ARE SUSPENDED

In the event the City suspends the Consultant's services and work on all or part of the services required to be provided and performed by the Consultant pursuant to this Agreement, the City shall compensate the Consultant only for the services performed prior to the effective date of suspension, reimbursable expenses then due and any reasonable expenses incurred or associated with, or as a result of such suspension.

5.05 NON-ENTITLEMENT TO ANTICIPATED FEES IN THE EVENT OF SERVICE TERMINATION, SUSPENSION, ELIMINATION, CANCELLATION AND/OR DECREASE

In the event the services required pursuant to this Agreement are terminated, eliminated, cancelled, or decreased due to: (1) termination; (2) suspension in whole or in part; (3) and/or are modified by the subsequent issuance of supplemental task authorization(s) and/or change order(s), other than receiving the compensation set forth in Payment When Services are Terminated at the Convenience of the City and Payment When Services are Suspended, the Consultant shall not be entitled to receive compensation for anticipated professional fees, profit, general and administrative overhead expenses or for any other anticipated income or expense which may be associated with the services which are terminated, suspended, eliminated, cancelled or decreased.

ARTICLE 6.00-TIME AND SCHEDULE OF PERFORMANCE

6.01 NOTICE TO PROCEED

Following the execution of this Agreement by both parties, and after the Consultant has complied with the insurance requirements set forth hereinafter, the City may authorize specific tasks to be completed. Upon agreement on the scope and fee for this work and execution of supplemental task authorization, the City will issue the Consultant a written notice to proceed. Following the issuance of such notice to proceed the Consultant shall be authorized to commence work and the Consultant thereafter shall commence work promptly and shall carry on all such services and work as may be required in a timely and diligent manner to completion.

6.02 TIME OF PERFORMANCE

The Consultant agrees to complete the services required pursuant to this Agreement within the time period(s) for completion of the various phases and/or tasks of the project services set forth and described in this Agreement, as set forth in the Schedule of Performance, which is attached hereto and made a part of this Agreement.

Should the Consultant be obstructed or delayed in the prosecution or completion of its obligations under this Agreement as a result of causes beyond the control of the Consultant, or its sub-consultant(s) and/or subcontractor(s), and not due to their fault or neglect, the Consultant shall notify the City, in writing, within five (5) calendar days after the commencement of such delay, stating the cause(s) thereof and requesting an extension of the Consultant's time of performance. Upon receipt of the Consultant's request for an extension of time, the City shall grant the extension if the City determines the delay(s) encountered by the Consultant, or its sub-consultant(s) and/or subcontractor(s), is due to unforeseen causes and not attributable to their fault or neglect.

6.03 CONSULTANT WORK SCHEDULE

The Consultant shall be required as a condition of this Agreement to prepare and submit to the City, on a monthly basis, commencing with the issuance of the notice to proceed, a Consultant's work schedule. The work schedule shall set forth the time and manpower scheduled for all of the various phases and/or tasks required to provide, perform and complete all of the services and work required completion of the various phases and/or tasks of the project services set forth and described in this Agreement, as set forth in the Schedule of Performance, pursuant to this Agreement in such a manner that the Consultant's planned and actual work progress can be readily determined. The Consultant's work schedule of planned and actual work progress shall be updated and submitted by the Consultant to the City on a monthly basis.

6.04 FAILURE TO PERFORM IN A TIMELY MANNER

Should the Consultant fail to commence, provide, perform and/or complete any of the services and work required pursuant to this Agreement in a timely and diligent manner, the City may consider such failure as justifiable cause to terminate this Agreement. As an alternative to termination, the City at its option, may, upon written notice to the Consultant, and affording Consultant reasonable time and opportunity to investigate, refute or cure, withhold any or all payments due and owing to the Consultant, not to exceed the amount of the compensation for the work in dispute, until such time as the Consultant resumes performance of its obligations in such a manner as to get back on schedule in accordance with the time and schedule of performance requirements set forth in this Agreement, or any change order(s) and supplemental task authorization(s) issued thereto.

ARTICLE 7.00-SECURING AGREEMENT

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

ARTICLE 8.00-CONFLICT OF INTEREST

The Consultant represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder. The Consultant further agrees that no person having any such interest shall be employed or engaged by the Consultant for said performance.

If Consultant, for itself and on behalf of its sub-consultants, is about to engage in representing another client, which it in good faith believes could result in a conflict of interest with the work being performed by Consultant or such sub-consultant under this Agreement, then it will promptly bring such potential conflict of interest to the City's attention, in writing. The City will advise the Consultant, in writing, within ten (10) calendar days as to the period of time required by the City to determine if such a conflict of interest exists. If the City determines that there is a conflict of interest, Consultant or such sub-consultant shall decline the representation upon written notice by the City.

If the City determines that there is not such conflict of interest, then the City shall give its written consent to such representation. If Consultant or sub-consultant accepts such a representation without obtaining the City's prior written consent, and if the City subsequently determines that there is a conflict of interest between such representation and the work being performed by Consultant or such sub-consultant under this Agreement, then the Consultant or such sub-consultant agrees to promptly terminate such representation. Consultant shall require each of such sub-consultants to comply with the provisions of this section.

Should the Consultant fail to advise or notify the City as provided hereinabove of representation which could, or does, result in a conflict of interest, or should the Consultant fail to discontinue such representation, the City may consider such failure as justifiable cause to terminate this Agreement.

ARTICLE 9.00-ASSIGNMENT, TRANSFER AND SUBCONTRACTS

The Consultant shall not assign or transfer any of its rights, benefits or obligations hereunder, except for transfers that result from: (1) the merger or consolidation of Consultant with a third party; or (2) the disestablishment of the Consultant's professional practice and the establishment of a successor Consultant, or consulting organization. Nor shall the Consultant subcontract any of its service obligations hereunder to third parties, except as otherwise authorized in this Agreement thereto, without prior written approval of the City. The Consultant shall have the right, subject to the City's prior written approval, to employ other persons and/or firms to serve as sub-consultants and/or subcontractors to Consultant in connection with Consultant providing and performing services and work pursuant to the requirements of this Agreement. The City shall have the right and be entitled to withhold such approval. Such approval shall not be unreasonably withheld.

In providing and performing the services and work required pursuant to this Agreement, Consultant intends to engage the assistance of the sub-consultant(s) and/or subcontractor(s) set forth in Consultant's Associated Sub-Consultants and Subcontractors, which is attached hereto and made a part of this Agreement.

ARTICLE 10.00-APPLICABLE LAW

Unless otherwise specified, this Agreement shall be governed by the laws, rules, regulations of the State of Florida, or the laws, rules, and regulations of the United States when providing services funded by the United States Government.

ARTICLE 11.00-COVENANTS AGAINST DISCRIMINATION FOR PROJECTS WITH FUNDS APPROPRIATED FROM CLEWISTON GENERAL REVENUES

The Consultant for itself, its successors in interest, and assigns as part of the consideration thereof, does hereby covenant and agree that in the furnishing of services to City hereunder, no person on the grounds of race, color, national origin, handicap, or sex shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination. The Consultant shall comply with the state laws in the hiring of sub-consultants.

ARTICLE 12.00-WAIVER OF BREACH

Waiver by either party of a breach of any provision of this Agreement shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms of this Agreement.

ARTICLE 13.00-INSURANCE

For the Insurance Section and Exhibit, Consultant will be referred to as "Vendor". The Vendor shall at its own expense, carry and maintain insurance coverage from responsible companies duly authorized to do business in the State of Florida as set forth in Insurance and Bonding Requirements of this solicitation.

The Vendor shall procure and maintain property insurance (Builder's Risk, Installation Floaters, etc.) upon the entire project, if required, to the full insurable value of the scope of work. The City and the Vendor waive against each other and the City's separate Vendors, Contractors, Design Consultants, Subcontractors, agents and employees of each and all of them, all damages covered by property insurance provided herein, except such rights as they may have to the proceeds of such insurance. The Vendor and City shall, where appropriate, require similar waivers of subrogation from the City's separate Vendors, Design Consultants and Subcontractors and shall require each of them to include similar waivers in their contracts. All deductibles for property insurance procured by the Vendor shall be the responsibility of the Vendor.

Certificates issued as a result of the award of this solicitation must identify: "For any and all work performed on behalf of the City of Clewiston."

The General Liability Policy provided by Vendor to meet the requirements of this solicitation shall name the City of Clewiston, Florida, as an additional insured including completed operations (and products if applicable). The policy shall be endorsed to be primary to any similar coverage carried by the City.

The Certificate Holder shall be named as: City of Clewiston. The Certificates of Insurance must state the Contract Number, or Project Number, or specific project description, or must read: "For any and all work performed on behalf of the City of Clewiston."

The amounts and types of insurance coverage shall conform to the minimum requirements set forth in Insurance and Bonding Requirements with the use of Insurance Services Office (ISO) forms and endorsements or their equivalents. If Vendor has any self-insured retentions or deductibles under any of the below listed minimum required coverage, Vendor must identify on the Certificate of Insurance the nature and amount of such self-insured retentions or deductibles and provide satisfactory evidence of financial responsibility for such obligations. All self-insured retentions or deductibles will be Vendor's sole responsibility.

Coverage(s) shall be maintained without interruption from the date of commencement of the work until at least thirty (30) days beyond the date of completion or warranty period, whichever is greater, or otherwise as specified in this solicitation if longer.

The Vendor and/or its insurance carrier shall provide thirty (30) days written notice to the City of policy cancellation or non-renewal on the part of the insurance carrier or the Vendor except for non-payment which shall be ten (10) days. The Vendor shall also notify the City, in a like manner, within twenty-four (24) hours after receipt, of any notices of expiration, cancellation, non-renewal or material change in coverage or limits received by Vendor from its insurer and nothing contained herein shall relieve Vendor of this requirement to provide notice.

Should at any time the Vendor not maintain the insurance coverage(s) required herein, the City may terminate the Agreement or at its sole discretion shall be authorized to purchase such coverage(s) and charge the Vendor for such coverage(s) purchased. If Vendor fails to reimburse the City for such costs within thirty (30) days after demand, the City has the right to offset these costs from any amount due Vendor under this Agreement or any other agreement between the City and Vendor. The City shall be under no obligation to purchase such insurance, nor shall it be responsible for the coverage(s) purchased or the insurance company or companies used. The decision of the City to purchase such insurance coverage(s) shall in no way be construed to be a waiver of any of its rights under the Contract Documents.

If the initial or any subsequently issued Certificate of Insurance expires prior to the completion of the scope of work, the Vendor shall furnish to the City renewal or replacement Certificate(s) of Insurance not later than ten (10) calendar days after the expiration date on the certificate. Failure of the Vendor to provide the City with such renewal certificate(s) shall be considered justification for the City to terminate any and all contracts.

ARTICLE 14.00-DUTIES AND OBLIGATIONS IMPOSED ON THE CONSULTANT

The duties and obligations imposed upon the Consultant by this Agreement and the rights and remedies available hereunder shall be in addition to, and not a limitation of, any otherwise imposed or available by law or statute.

ARTICLE 15.00-REPRESENTATION OF THE CITY

The Consultant in providing and performing the services and work required pursuant to this Agreement thereto shall only represent the City in this manner and to the extent specifically set forth in writing in this Agreement or thereto, and as provided in any written change order(s) and supplemental task authorization(s) issued thereunder.

In the event the Consultant's services or work involves construction contract administrative support services, the Consultant is not authorized to act on the City's behalf, and shall not act on the City's behalf, in such a manner as to result in change(s) to (1) the cost or compensation to be paid the construction contractor; or (2) the time for completing the work as required and agreed to in the construction contract; or (3) the scope of the work set forth in the construction contract documents, unless such representation is specifically provided for, set forth and authorized in this Agreement or thereto.

The City will neither assume nor accept any obligation, commitment, responsibility or liability which may result from representation by the Consultant not specifically provided for and authorized as stated hereinabove.

ARTICLE 16.00-OWNERSHIP OF DOCUMENTS

All final documents such as drawings, tracings, notes, computer files, photographs, plans, specifications, maps, evaluations, reports and other records and data relating to this project, other than working papers, specifically prepared or developed by the Consultant under this Agreement shall be property of the Consultant until the Consultant has been paid for providing and performing the services and work required to produce such documents.

Upon completion or termination of this Agreement, or upon the issuance by the City of a written change order deleting all or portions of the scope of services or task(s) to be provided or performed by the Consultant, all of the above documents, to the extent requested in writing by the City, shall be delivered by the Consultant to the City within seven (7) calendar days of the City making such a request. In the event the City gives the Consultant a written Notice of Termination of all or part of the services or work required, or upon the issuance to the Consultant by the City of a written change order deleting all or part of the services or work required, the Consultant shall deliver to the City the requested documents as set forth hereinabove, with the mutual understanding and commitment by the City that compensation earned or owing to the commitment by the City that compensation earned or owing to the Consultant for services or work provided or performed by the Consultant prior to the effective date of any such termination or deletion will be paid to the Consultant within thirty (30) calendar days of the date of issuance of the notice of termination or change order.

The Consultant, at its expense, may make and retain copies of all documents delivered to the City for reference and internal use. The Consultant shall not, and agrees not to, use any of these documents, data and information contained therein on any other project or for any other client without the prior expressed written permission of the City. However, Consultant shall retain all ownership rights to its pre-existing intellectual property and standard, non-Project specific details, designs, and specifications and shall not need prior written permission from the City for the use of same.

Any use by the City of said documents, data and information contained therein, obtained by the City under the provisions of this Agreement for therein, obtained by the City under the provisions of this Agreement for any purpose not within the scope of this Agreement shall be at the risk of the City, and without liability to the Consultant. The City shall be liable and agrees to be liable for and shall indemnify, defend and hold the Consultant harmless for any and all claims, suits, judgments or damages, losses and expenses including court costs, expert witness and professional consultation services, and attorneys' fees arising out of the City's use of such documents in a manner contrary to the provisions set forth hereinabove. The City hereby acknowledges receipt of $10.00 (ten and no hundred dollars) and other good and valuable consideration from the Consultant which has been paid as specific consideration for the indemnification provided herein.

ARTICLE 17.00-MAINTENANCE OF RECORDS

The Consultant will keep and maintain adequate records and supporting documentation applicable to all of the services, work, information, expense, costs, invoices and materials provided and performed pursuant to the requirements of this Agreement. Said records and documentation will be retained by the Consultant for a minimum of five (5) years from the date of termination of this Agreement.

The City and its authorized agents shall, with reasonable prior notice, have the right to audit, inspect and copy all such records and documentation as often as the City deems necessary during the period of this Agreement, and during the period five (5) years thereafter; provided, however, such activity shall be conducted only during normal business hours and at the expense of the City, and provided further that to the extent provided by law the City shall retain all such records confidential.

17.01 COMPLIANCE WITH PUBLIC RECORDS LAW

The Consultant must comply with Florida public records laws, specifically to:

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

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 copied within a reasonable time at a cost that does not exceed the cost 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 requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the Contract if the Consultant does not transfer the records to the City.

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

e) The City will consider it a breach of contract should the Consultant fail to comply with any public records request.

f) A Consultant who fails to provide the public records to the City within a reasonable time may be subject to penalties under §119.10, Florida Statutes, as amended.

g) **IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS (CITY CLERK) AT: (863) 983-1484, CITY OF CLEWISTON, 115 W. Ventura Ave., Clewiston, Florida 33440, Fransheska.berrios@clewiston-fl.gov.**

h) If the Consultant is not providing the requested public records, the burden of proof is on the Consultant to show why they did not comply with the request.

ARTICLE 18.00-HEADINGS

The headings of the articles, sections, exhibits, attachments, phases or tasks as contained in this Agreement are for the purpose of convenience only and shall not be deemed to expand, limit or change the provisions contained in such articles, sections, exhibits, attachments, phases or tasks.

ARTICLE 19.00-ENTIRE AGREEMENT

This Agreement, including referenced exhibits and attachments hereto, constitutes the entire agreement between the parties hereto and shall supersede, replace and nullify any and all prior agreements or understandings, written or oral, relating to the matters set forth herein, and any such prior agreements or understandings shall have no force or effect whatever on this Agreement.

The following listed documents, which are referred to hereinbefore, are attached to and are acknowledged, understood and agreed to be an integral part of this Agreement:

Exhibit A entitled Scope of Professional Services
dated _____.

Exhibit B entitled Truth in Negotiation Certificate
dated _____.

Exhibit C entitled Insurance and Bonding Requirements
dated _____.

Exhibit D entitled Vendor's Insurance Statement
dated _____.

Exhibit E Scrutinized Companies Statement
dated _____.

Exhibit F Human Trafficking Affidavit
dated _____.

ARTICLE 20.00-NOTICES AND ADDRESS OF RECORD

20.01 NOTICES BY CONSULTANT TO CITY

All notices required and/or made pursuant to this Agreement to be given by the Consultant to the City shall be in writing and shall be given by the United States Postal Service Department first class mail service postage prepaid, addressed to the following City address of record and sent to the attention of the City's Project Manager unless waived by City:

Mayor
City of Clewiston
115 W. Ventura Ave.
Clewiston, FL 33440

Copy: City Attorney
City of Clewiston
115 W. Ventura Ave.
Clewiston, FL 33440

20.02 NOTICES BY CITY TO CONSULTANT

All notices required and/or made pursuant to this Agreement to be given by the City to the Consultant shall be made in writing and shall be given by the United States Postal Service Department first class mail service, postage prepaid, addressed to the following Consultant's address of record unless waived by Consultant:

[Consultant]
[Address]
[Address]
Telephone Number:

ATTENTION: [Project Lead will be identified with each Task Order]
Project Director

20.03 CHANGE OF ADDRESS OF RECORD

Either party may change its address of record by written notice to the other party per above contacts.

ARTICLE 21.00-TERM

This Agreement is effective as of _____, 2026. The Agreement period is for ten (10) years with the option to renew for an additional five (5) years.

ARTICLE 22.00-TERMINATION

This Agreement may be terminated by the City at its convenience, or due to the fault of the Consultant, by the City giving thirty (30) calendar days written notice to the Consultant.

If the Consultant is adjudged bankrupt or insolvent; if it makes a general assignment for the benefit of its creditors; if a trustee or receiver is appointed for the Consultant or for any of its property; if it files a petition to take advantage of any debtor's act or to reorganize under the bankruptcy or similar laws; if it disregards the authority of the City's designated representatives; if it otherwise violates any provisions of this Agreement; or for any other just cause, the City may, without prejudice to any other right or remedy, and after giving the Consultant a thirty (30) calendar days written notice, terminate this Agreement.

In addition to the City's contractual right to terminate this Agreement in its entirety as set forth above, the City may also, at its convenience, stop, suspend, supplement or otherwise change all, or any part of, the Scope of Professional Services or the Project Guidelines and Criteria, or as such may be established by change order or supplemental task authorization. The City shall provide written notice to the Consultant in order to implement a stoppage, suspension, supplement or change.

The Consultant may terminate this Agreement by submitting a written notice to the City dated not less than thirty (30) calendar days prior to the requested termination date and stating the reason(s) for such a request.

Notwithstanding anything to the contrary herein, if City fails to pay any amount when due hereunder and such failure continues for ten (10) days after City's receipt of written notice of nonpayment, then Consultant (1) may retain all prior payments received from City in relation to the services (even if such services have not yet been performed) (2) cease providing services unless and until such breach is cured to Consultant's reasonable satisfaction, and (3) in addition to its other remedies at law or in equity, terminate this Agreement by written notice to City.

22.01 CONSULTANT TO DELIVER MATERIAL

Upon termination, the Consultant shall deliver to the City all papers, drawings, models, and other material in which the City has exclusive rights by virtue hereof or of any business done, or services or work performed by the Consultant on behalf of the City.

ARTICLE 23.00-AMENDMENTS

The covenants, terms and provisions set forth and contained in all of the articles to this Agreement may be amended upon the mutual acceptance thereof, in writing, by both parties to this Agreement. In the event of any conflicts between the requirements, provisions and/or terms of the Agreement and any written amendment, the requirements, provisions and/or terms of the amendment shall take precedence.

ARTICLE 24.00-MODIFICATIONS

Modifications to covenants, terms and provisions of this Agreement shall only be valid when issued in writing as a properly executed change order(s) or supplemental task authorization(s). In the event of any conflicts between the requirements, provisions, and/or terms of this Agreement and any written change order(s), and/or supplemental task authorizations, the latest executed change order(s), and/or supplemental task authorization(s) shall take precedence.

In the event the City issues a purchase order, memorandum, letter, or other instruments covering the professional services, work and materials to be provided and performed pursuant to this Agreement, it is hereby specifically agreed and understood that such purchase order, memorandum, letter or other instruments are for the City's internal control purposes only, and any and all terms, provisions and conditions contained herein, whether printed or written, shall in no way modify the covenants, terms and provisions of this Agreement and shall have no force or effect thereon.

No modification, waiver, or termination of the Agreement or of any terms thereof shall impair the rights of either party.

ARTICLE 25.00-ACCEPTANCE

Acceptance of this Agreement shall be indicated by the signature of the duly authorized representative of the hereinabove named parties in the space provided hereinafter and being attested and witnessed as indicated.

ARTICLE 26.00- CONSEQUENTIAL DAMAGES

Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither the City nor Consultant, their respective officers, directors, partners, employees, contractors, or subconsultants shall be liable to the other or shall make any claim for any incidental, indirect, or consequential damages arising out of or connected in any way to the project or to this Agreement. This mutual waiver of consequential damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation, or any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract, and breach of strict or implied warranty. Both the City and Consultant shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in this project or with this Agreement.

ARTICLE 27.00- DISPUTE RESOLUTION

The City and Consultant agree that they shall diligently pursue resolution of all disagreements within 45 days of either party's written notice using a mutually acceptable form of mediated dispute resolution prior to exercising their rights under law. Consultant shall continue to perform services for the Project and the City shall pay for such services during the dispute resolution process unless the City issues a written notice to suspend work. Causes of action between the parties to this Agreement shall be deemed to have accrued and the applicable statutes of repose and/or limitation shall commence not later than the date of substantial completion.

ARTICLE 28.00- FORCE MAJEURE

Consultant shall not be liable for any damages caused by any delay that is beyond Consultant's reasonable control, including but not limited to unavoidable delays that may result from any acts of God, strikes, lockouts, wars, acts of terrorism, riots, acts of governmental authorities, extraordinary weather conditions or other natural catastrophes, or any other cause beyond the reasonable control or contemplation of either party.

ARTICLE 29.00- FLORIDA STATUTE SEC. 558.0035

PURSUANT TO F.S. SEC. 558.0035, AN INDIVIDUAL EMPLOYEE OR AGENT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.

ARTICLE 30.00 – MISCELLANEOUS STATUTORY COMPLAINCE

a) Public Entity Crimes – The City of Clewiston will comply with Florida Statute Section 287.133, including not conducting business in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO with any person or affiliate on the convicted vendor list for a period of 36 months following the date that person or affiliate was placed on the convicted vendor list unless that person or affiliate has been removed from the list.

b) Diversity, Equity, and Inclusion – Pursuant to Florida Statute Section 287.139, Consultant certifies that it does not and will not use City funds provided under this Agreement to require its employees, contractors, volunteers, vendors, or agents to ascribe to, study, or be instructed using materials relating to diversity, equity, and inclusion as defined in Sections 125.595 and 166.04971, Florida Statutes. Consultant acknowledges that this certification is a material representation upon which the City has relied in entering into this Agreement. Consultant shall immediately notify the City in writing if it becomes unable to comply with this certification during the term of the Agreement. Failure to comply with this provision shall constitute a material breach of this Agreement and may result in termination for cause, withholding of payment, or any other remedy available to the City under this Agreement or applicable law.

[This space intentionally left blank]

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have executed this Agreement effective the day and year first written above.

ATTEST:

CITY OF CLEWISTON CITY COMMISSION

BY: _____
CITY CLERK

BY: _____
MAYOR

DATE: _____

APPROVED AS TO FORM

BY: _____
CITY ATTORNEY'S OFFICE

ATTEST:

_____
(Witness)

_____
(Witness)

CONSULTANT

BY: _____
(Authorized Signature)

Vice President
(Title)

DATE: 8-14-2024

CORPORATE SEAL

TETRA TECH, INC. INCORPORATED FEB 4 1988 DELAWARE

EXHIBIT A

Scope of Professional Services
[Engineering Category]

Date: _____, 2026

Basic Services

Section 1 General Scope Statement

The Consultant shall provide and perform the following professional services, which shall constitute the general scope of the basic services under the covenants, terms, and provisions of this Professional Services Agreement. The Consultant was awarded work pursuant to City of Clewiston RFQ 2026-01: Request for Qualifications for Engineering Services for [Engineering Category]; all work by Consultant under this Master Services Agreement will be subject to the scope and requirements of that solicitation.

Section 2 Tasks

Pursuant to the general scope of the basic services stated herein above, the Consultant shall perform all services and/or work necessary to pursuant to the Scope of Services for [Engineering Category] for the aforementioned solicitation. As anticipated and disclosed in the solicitation, each individual project is funding dependent, and the City will negotiate and issue task orders for each project separately.

Section 3 Rate Schedule

Consultant shall perform all services and/or work necessary pursuant to the Scope of Services for [Engineering Category] and the relevant Task Orders for the individual Project or Project(s) in accordance with Consultant's defined rate schedule attached hereto, such rate schedule setting the rates for Principles, Associates, and any costs to be attributed to City.

EXHIBIT B

Truth in Negotiation Certificate
[Engineering Category]

Date: 8-14-2026

This Certificate is executed and given by the undersigned as a condition precedent to entering into a Professional Services Agreement with the City Commission of the City of Clewiston for the project known as the Engineering Services [Engineering Category].

Before me, the undersigned authority personally appeared, who having personal knowledge as to the facts and statements contained herein after being duly sworn, deposes and states under oath that:

1. This Certificate shall be attached to and constitute an integral part of the above-mentioned Professional Master Services Agreement as provided in Truth-In-Negotiations Certificate.

2. The undersigned hereby certifies that the wage rates and other factual unit costs supporting the compensation on which this Professional Master Services Agreement is established are accurate, complete, and current on the date set forth hereinabove.

3. The truth of statements made herein may be relied upon by the City and the undersigned is fully advised of the legal effect and obligations imposed upon him by the execution of this instrument under oath.

Executed on behalf of the Party to the Professional Master Services Agreement referred to as the Consultant, doing business as:

COMPANY NAME: Tetra Tech, Inc.

BY: [signature]

TITLE: Vice President

The foregoing instrument was signed and acknowledged before me this 14th day of Aug,

by Danny Wilson who is (personally known) OR has produced

(Print or Type Name) (Type of Identification & Number)

as identification.

CHRISTINE V. SUMMA
MY COMMISSION # HH 709055
EXPIRES: December 10, 2029

Christine V Summa
Notary Public Signature

Notary Commission Number/Expiration

EXHIBIT C

Insurance and Bonding Requirements

All policies shall be Best's Rated "A-"or better or subject to approval

Insurance / Bond Type	**Required Limits**
☒ Worker's Compensation	Statutory Limits of Chapter 440, Florida Statutes, and all Federal Government Statutory Limits and Requirements. ☒ **The policy shall be endorsed to provide a waiver of subrogation in favor of the City.** NOTE: Any "non-construction industry" company employing more than 3 employees (not including a sole proprietor owner) must have workers' compensation coverage. ALL "construction industry" (as defined by FL Rule # 69L-6.021) companies with ANY employees must have coverage or if no statutory employees, then up to three officers or a sole proprietor MUST have a current exemption certificate from the Division of Workers' Compensation on file.
☒ Employer's Liability	$1,000,000 single limit per occurrence (Workers' Compensation Part B)
☒ Commercial General Liability (Occurrence Form) patterned after the current ISO form	Bodily Injury and Property Damage ☒ $1,000,000 per occurrence, $1,000,000 aggregate (Per Project) for Bodily Injury Liability and Property Damage Liability. This shall include Premises and Operations; Independent Contractors; Products and Completed Operations and Contractual Liability.
☒ Indemnification	Consistent with the provisions of §725.08, Florida Statutes, as amended, the Consultant agrees to indemnify hold harmless the City of Clewiston, its officers and employees from any and all liabilities, damages, losses and costs, including, but not limited to, reasonable attorneys' fees to the extent caused by the negligence recklessness, or intentional wrongful conduct of the Consultant and other persons employed or utilized by the Consultant, including, but not limited to its subconsultants, subcontractors, materialmen, in the performance of this contract, including any Change Orders or Supplemental Task Authorizations. Consistent with §768.28, Florida Statutes, as amended, the City of Clewiston agrees that the Consultant will not be liable for damages arising out of the negligence of the City of Clewiston, its officers, or employees.
☒ Automobile Liability	☒ $ 1,000,000 Each Occurrence; Bodily Injury & Property Damage Owned/Non-owned/Hired; Automobile Included
☒ Other insurance as noted:	☐ Watercraft $ _____ Per Occurrence ☐ United States Longshoreman's and Harbor Worker's Act coverage shall be maintained where applicable to the completion of the work. **STATUTORY**

	☐ Maritime Coverage (Jones Act) shall be maintained where applicable to the completion of the work. $ _____ Per Occurrence ☐ Property Insurance (Or Builder's Risk) **Full insurable value of the scope of the work** ☐ Pollution $ _____ Per Occurrence ☒ Professional Liability $1,000,000 per claim and in the aggregate ☐ Umbrella Excess $ _____ Per Occurrence
☐ Bid bond	Shall be submitted with proposal response in the form of certified funds, cashiers' check or an irrevocable letter of credit, a cash bond posted with the City Clerk, or proposal bond in a sum equal to 5% of the cost proposal. All checks shall be made payable to the City of Clewiston on a bank or trust company located in the State of Florida and insured by the Federal Deposit Insurance Corporation.
☐ Performance and Payment Bonds	If the box is checked for a project less than $200,000, a performance bond will be required. For projects in excess of $200,000, bonds shall be submitted with the executed contract by Proposers receiving award, and written for 100% of the Contract award amount, the cost borne by the Proposer receiving an award. The Performance and Payment Bonds shall be underwritten by a surety authorized to do business in the State of Florida and otherwise acceptable to Owner; provided, however, the surety shall be rated as "A-" or better as to general policy holders rating and Class V or higher rating as to financial size category and the amount required shall not exceed 5% of the reported policy holder's surplus, all as reported in the most current Best Key Rating Guide, published by A.M. Best Company, Inc. of 75 Fulton Street, New York, New York 10038. **Per §255.05, Florida Statutes, as amended, the Contractor shall provide a certified copy of the recorded bond to the City.**

☒ Vendor shall require that all subcontractors comply with the same insurance requirements that he is required to meet. The same Vendor shall provide City with certificates of insurance meeting the required insurance provisions.

☒ The City of Clewiston must be named as **"ADDITIONAL INSURED, INCLUDING PRODUCTS AND COMPLETED OPERATIONS"** on the Insurance Certificate for Commercial General Liability.

☒ The Certificate Holder shall be named as the City of Clewiston. The Certificates of Insurance must state the Contract Number, or Project Number, or specific Project description, or must read: "For any and all work performed on behalf of the City of Clewiston."

☒ **Thirty (30) Days Cancellation Notice (Except for Non-Payment of Premium which is ten (10) days)** Provided by the Insurance Carrier and/or the Vendor.

Policy shall be endorsed for Thirty (30) Days' Notice of Cancellation by the Insurance Carrier and a copy of the endorsement provided to the City of Clewiston.

EXHIBIT D

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion

Vendor Covered Transactions

(1) The prospective vendor certifies, by submission of this Annual Agreement, that neither it nor its principles are presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the vendor is unable to certify the above statement, the prospective vendor shall attach an explanation to this form.

VENDOR

Tetra Tech, Inc. — Company Name

04-522-4250 — DUNS Number

Signature

8-14-2024

Date

Daniel M Nelson, P.E., Vice President

Print Name and Title

10600 Chevrolet Way, Suite 102

Street Address

Estero, FL 33928

City, State, Zip

For City of Clewiston use only

To access the debarment search: https://www.sam.gov/SAM/ > Search Records tab > Enter DUNS number > Click Search

Company: [ ] is debarred [ ] is not debarred

Verified by: _____ Date: _____

Name

EXHIBIT E

Scrutinized Companies Statement

SWORN STATEMENT UNDER SECTION 287.135(5), FLORIDA STATUTES: THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted with Bid, Proposal, Quote, or Agreement for RFQ 2026-01, for Engineering Services for [Engineering Category].

2. This sworn statement is submitted by Tetra Tech, Inc. whose business
[Name of entity submitting sworn statement]

address is 10600 Chevrolet Way, Suite 102, Estero, FL 33928 and (if

applicable) its Federal Employer Identification Number (FEIN) is 95-4148514 (If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____.

3. My name is Daniel M Nelson, P.E. and my relationship to the above is
[Please print name of individual signing]

Vice President.

4. I understand that "awarding body" as defined in section 287.135(1) (a), Florida Statutes, means, for purposes of state contracts, an agency or the department, and for purposes of local contracts, the governing body of the local governmental entity.

5. I understand that "Boycott of Israel" as defined in section 287.135(1) (b), Florida Statutes, has the same meaning as defined in s. 215.4725.

6. I understand that "business operations" as defined in section 287.135(1) (c), Florida Statutes, means, for purposes specifically related to Cuba or Syria, engaging in commerce in any form in Cuba or Syria, including, but not limited to, acquiring, developing, maintaining, owning, selling, possessing, leasing, or operating equipment, facilities, personnel, products, services, personal property, real property, military equipment, or any other apparatus of business or commerce.

7. I understand that "local governmental entity" as defined in section 287.135(1) (d) means a county, municipality, special district, or other political subdivision of the state.

8. Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement.

[ ] Scrutinized Companies that Boycott Israel List (bid, proposal or contract renewal for any amount)

[X] The entity submitting this sworn statement is not on the Scrutinized Companies that Boycott Israel List.

[ ] The entity submitting this sworn statement is on the Scrutinized Companies that Boycott Israel List.

[ ] Scrutinized Companies with Activities in Sudan List (bid, proposal or contract renewal for $1 Million or more)

[X] The entity submitting this sworn statement is not on the Scrutinized Companies with Activities in Sudan List.

[ ] The entity submitting this sworn statement is on the Scrutinized Companies with Activities in Sudan List.

[ ] Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List (bid, proposal or contract renewal for $1 Million or more)

[X] The entity submitting this sworn statement is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

[ ] The entity submitting this sworn statement is on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

[ ] Business Operations in Cuba or Syria (bid, proposal or contract renewal for $1 Million or more)

[X] The entity submitting this sworn statement does not have business operations in Cuba or Syria.

[ ] The entity submitting this sworn statement does have business operations in Cuba or Syria.

The City will follow §287.135, Florida Statutes, as amended. If the City determines this Vendor has been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel after the contract is executed, the contract may be terminated by the City by written notification. If the City determines this Vendor is found to have submitted a false certification, placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or been engaged in business operations with Cuba or Syria, the City shall notify the Vendor of its determination by written notification.

By the signature(s) below, I/we, the undersigned, as authorized signatory to commit the firm, certify that the information as provided in this attachment, Scrutinized Companies Statement, is truthful and correct at the time of submission.

DMN

AFFIANT

Daniel M. Nelson, P.E.
Typed Name of AFFIANT

Vice President
Title

STATE OF FL COUNTY OF Lee

The foregoing instrument was executed before me this 14th day of Aug., 20 26,

by Daniel Nelson as Vice President of

Tetra Tech, who personally swore or affirmed that he/she is authorized to execute this document and thereby bind the Corporation, and who is personally known to me OR has

produced _____ as identification.

(stamp)

CHRISTINE V. SUMMA
MY COMMISSION # HH 709055
EXPIRES: December 10, 2029

Christine V. Summa
NOTARY PUBLIC, State of _____

For City of Clewiston use only

To access the lists: http://www.sbafla.com/fsb/ > Funds We Manage tab > FRS Pension Plan - Global Governance Mandates > Global Governance Mandate Quarterly Reports > most current quarter

Scrutinized Companies that Boycott Israel List:
[ ] entity is **NOT** on list [ ] entity is on list

Scrutinized Companies with Activities in Sudan List:
[ ] entity is **NOT** on list [ ] entity is on list

Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List:
[ ] entity is **NOT** on list [ ] entity is on list

Business Operations in Cuba or Syria:
[ ] entity is **NOT** on list [ ] entity is on list

Verified by:_____
Date:_____
Print Name

EXHIBIT F

Human Trafficking Affidavit – Florida Statute Section 787.06

SWORN STATEMENT UNDER SECTION 787.06(14), FLORIDA STATUTES: THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted with Bid, Proposal, Quote, or Agreement for RFQ 2026-01, for Engineering Services for [Engineering Category].

2. This sworn statement is submitted by Tetra Tech, Inc. whose business
[Name of entity submitting sworn statement]

address is 10600 Chevrolet Way, Suite 102, Estero, FL 33928 and (if applicable) its Federal Employer Identification Number (FEIN) is 95-4148514.

3. My name is Daniel M Nelson, P.E. and my relationship to the above is
[Please print name of individual signing]

Vice President.

4. The non-governmental entity submitting this sworn statement does not use coercion for labor or services as defined in Florida Statute Section 787.06.

5. I understand that the City of Clewiston is relying upon this sworn statement and that failure to comply with the representations herein shall constitute a material breach of this Agreement and result in termination for cause.

By the signature(s) below, I/we, the undersigned, as authorized signatory to commit the firm, certify that the information as provided in this attachment, Human Trafficking Affidavit, is truthful and correct at the time of submission.

AFFIANT

Daniel M. Nelson, P.E.
Typed Name of AFFIANT

Vice President
Title

STATE OF FL COUNTY OF Lee

The foregoing instrument was executed before me this 14th day of Aug, 20 26, by Daniel Nelson as VP of Tetra Tech, who personally swore or affirmed that he/she is authorized to execute this document and thereby bind the Corporation, and who is personally known to me OR has produced _____ as identification.

(stamp)

CHRISTINE V. SUMMA
MY COMMISSION # HH 709055
EXPIRES: December 10, 2029

NOTARY PUBLIC, State of _____

TETRA TECH

Billing Title	CY26 Standard Rate Schedule
Principal in Charge	395
Project Manager 1	230
Project Manager 2	255
Sr Project Manager	310
Program Manager	325
Engineer 1	130
Engineer 2	145
Engineer 3	160
Project Engineer 1	200
Project Engineer 2	220
Sr Engineer 1	250
Sr Engineer 2	290
Sr Engineer 3	300
Principal Engineer	370
Engineering Technician	90
Engineering Designer 1	110
Engineering Designer 2	130
Engineering Designer 3	155
Sr Eng Designer 1	195
Sr Eng Designer 2	215
Sr Eng Designer 3	225
Sys Analyst / Programmer 1	185
Sys Analyst / Programmer 2	195
Sr Sys Analyst / Programmer 1	230
Sr Sys Analyst / Programmer 2	290
Scientist 1	95
Scientist 2	115
Scientist 3	140
Sr Scientist 1	160
Sr Scientist 2	195
Sr Scientist 3	250
Principal Scientist	275
Planner 1	110
Planner 2	130
Planner 3	140
Sr Planner 1	160
Sr Planner 2	185
Sr Planner 3	210

Principal Planner	235
Construction Project Rep 1	135
Construction Project Rep 2	150
Sr Constr Project Rep 1	175
Sr Constr Project Rep 2	225
Construction Administrator	120
Sr Construction Administrator	140
Construction Manager 1	225
Construction Manager 2	250
Sr Construction Manager	260
Construction Director	290
Survey Tech 1	100
Survey Tech 2	125
Survey Tech 3	150
Survey Crew Chief	170
Surveying Specialist	175
Land Surveyor	165
Sr Land Surveyor	200
Technician 1	90
Technician 2	105
Technician 3	120
Sr Technician 1	160
Sr Technician 2	165
Sr Technician 3	170
CAD Technician 1	95
CAD Technician 2	110
CAD Technician 3	120
CAD Designer	140
Sr CAD Designer 1	170
Sr CAD Designer 2	185
CAD Director	210
GIS Analyst 1	105
GIS Analyst 2	120
Sr GIS Analyst	155
GIS Application Developer	185
Sr GIS Application Developer	225
Project Assistant 1	80
Project Assistant 2	100
Project Administrator	125
Sr Project Administrator	145
Contract Administrator	140
Sr Contract Administrator	170
Project Analyst 1	115
Project Analyst 2	140

Sr Project Analyst	180
Project Accounting Director	250
Graphic Artist	175
Consultant 1	115
Consultant 2	155
Sr Consultant 1	190
Sr Consultant 2	235
Sr Consultant 3	245
Architect	145
Sr Architect	200

CITY OF CLEWISTON, FLORIDA
PROFESSIONAL MASTER SERVICES AGREEMENT

This Professional Services Agreement (hereinafter referred to as "Master Services Agreement" or "Agreement") is made and entered into this ___ day of _____, 2026, between the City Commission of the City of Clewiston, a municipality incorporated in the State of Florida (hereinafter referred to as the "City") and Woodard and Curran, Inc. (hereinafter referred to as the "Consultant").

WITNESSETH

WHEREAS, the City desires to obtain the professional services of said Consultant to provide and perform professional services as further described hereinafter concerning the project to be referred to and identified as: Engineering Services for [Engineering Category]; and

WHEREAS, the Consultant hereby certifies that Consultant has been granted and possesses valid, current licenses to do business in the State of Florida and in the City of Clewiston, Florida, issued by the respective State Boards and Government Agencies responsible for regulating and licensing the professional services to be provided and performed by the Consultant pursuant to this Agreement; and

WHEREAS, the selection and engagement of the Consultant has been made by the City in accordance with the provisions of the Consultants Competitive Negotiation Act, §287.055, Florida Statutes, as amended.

NOW, THEREFORE, in consideration of the mutual covenants, terms and provisions contained herein, the parties hereto agree that with the mutual acceptance of this Agreement as indicated hereinafter by the execution of this Agreement by both parties that a contract shall exist between both parties consisting of:

ARTICLE 1.00-SCOPE OF PROFESSIONAL SERVICES
Consultant hereby agrees to provide and perform the professional services required and necessary to complete the services and work as set forth in the Scope of Professional Services, which is attached hereto and made a part of this Agreement.

ARTICLE 2.00-DEFINITIONS
The following definition of terms associated with this Agreement is provided to establish a common understanding between both parties to this Agreement as to the intended usage, application, and interpretation of such terms pertaining to this Agreement.

2.01 CITY
The term "City" shall refer to the City of Clewiston, a municipality incorporated within the State of Florida, and any official and/or employees thereof who shall be duly authorized to act on the City's behalf relative to this Agreement.

2.02 CONSULTANT
The term "Consultant" shall refer to the individual or firm offering professional services which by execution of this Agreement shall be legally obligated, responsible, and liable for providing and performing any and all of the services, work and materials, including services and/or work of sub-consultants and subcontractors, required under the covenants, terms and provisions contained in this Agreement and any and all change orders thereto.

2.03 PROFESSIONAL SERVICES
The term "Professional Services" shall refer to all of the services, work materials and all related professional, technical and administrative activities which are necessary to be provided and performed by the Consultant and its

employees and any and all sub-consultants and subcontractors the Consultant may engage to provide, perform and complete the services required pursuant to the covenants, terms and provisions of this Agreement.

2.04 SUB-CONSULTANT

The term "Sub-Consultant" shall refer to any individual or firm offering professional services which is engaged by the Consultant to assist the Consultant in providing and performing the professional services, work and materials for which the Consultant is contractually obligated, responsible and liable to provide and perform under this Agreement. The City shall not be a party to, responsible or liable for, or assume any obligation whatever for any agreement entered into between the Consultant and any sub-consultant.

2.05 SUBCONTRACTOR

The term "Subcontractor" shall refer to any individual, company or firm providing other than professional services which is engaged by the Consultant to assist the Consultant in contractually obligated, responsible, and liable to provide and perform under this Agreement. The City shall not be a party to, responsible or liable for, or assume any obligation whatever for any agreement entered into between the Consultant and any subcontractor.

2.06 PROJECT

The term "Project" shall refer to such facility, system, program or item as described in the summary statement set forth in the preamble of this Agreement.

2.07 BASIC SERVICES

The term "Basic Services" shall refer to the professional services set forth and required pursuant to this Agreement and as described in further detail in the attached Scope of Professional Services.

2.08 ADDITIONAL SERVICES

The term "Additional Services" shall refer to such professional services as the City may request and authorize, in writing, the Consultant to provide and perform relative to this Agreement which are not included in the basic services. Additional services shall be authorized by the execution of both parties to this Agreement by a change order agreement.

2.09 CHANGE ORDER

The term "Change Order" shall refer to a written document, change order agreement, executed by both parties to this Agreement setting forth and authorizing changes to the agreed upon scope of professional services and tasks, compensation and method of payment, time and schedule of performance, or project guidelines and criteria as such were set forth and agreed to in the initial agreement, supplemental task authorization(s), or previous change orders issued thereto. The change order document, which shall be executed on a City standard form, shall set forth the authorized changes to the: scope of professional services, tasks, work or materials to be performed or provided by the Consultant; the compensation and method of payment; the schedule or time period for performance and completion, and the guidelines, criteria and requirements pertaining thereto.

The amount of the change in contract compensation and time set forth in any and all change orders executed and issued under this Agreement shall be understood and agreed by both parties to this Agreement to be fair, equitable, adequate and complete. The changed compensation shall be understood and agreed to be the total of all costs associated with or impacted by the change order including, but not limited to, any and all direct costs, indirect costs and associated costs which may result from or be caused by the change order, and shall be understood and agreed to include a fair, equitable and adequate adjustment to cover the Consultant's general administrative and overhead costs and profit.

In the event the City decides to delete all, or portions, of the scope of services, task(s), or requirements set forth in the initial agreement, supplemental task authorizations or previously authorized change orders, the City may do so by issuance of a written change order to the Consultant.

2.10 SUPPLEMENTAL TASK AUTHORIZATION

The term "Supplemental Task Authorization" as used refers to a written document executed by both parties to an existing professional services agreement setting forth and authorizing a limited number of professional services, tasks, or work.

2.11 MAYOR

The term "Mayor" shall refer to the Mayor or his designee requesting the service, employed by the City Commission to serve and act on the City's behalf, as it relates to this project. The Mayor within the authority conferred by the City Commission, acting as the City's designated representative shall issue written notification to the Consultant of any and all changes approved by the City in the Consultant's: (1) compensation; (2) time and/or schedule of service delivery; (3) scope of services; or other change(s) relative to basic services and additional services pursuant to this Agreement or change order(s) or supplemental task authorization(s) pertaining thereto. The Mayor shall be responsible for acting on the City's behalf to administer, coordinate, interpret and otherwise manage the contractual provisions and requirements set forth in this Agreement, change order(s) or supplemental task authorization(s) issued thereunder.

2.12 PROJECT MANAGER

The term "Project Manager" shall refer to the person employed or retained by the City and designated, in writing, to serve and act on the City's behalf to provide direct contact and communication between the City and Consultant with respect to providing information, assistance, guidance, coordination, review, approval and acceptance of the professional services, work and materials to be provided and performed by the Consultant pursuant to this Agreement and such written change order(s) and supplemental task authorization(s) as are authorized. Project Manager is not authorized to, and shall not, issue any verbal, or written, request or instruction to the Consultant that would have the effect, or be interpreted to have the effect, of modifying or changing in any way whatever the: (1) scope of services to be provided and performed by the Consultant; (2) the time the Consultant is obligated to commence and complete all such services; (3) the amount of compensation the City is obligated or committed to pay the Consultant. The Project Manager shall review and make appropriate recommendations on all requests submitted by the Consultant for payment for services and work provided and performed, and reimbursable costs and expense, as provided for in this Agreement and change order(s), supplemental task authorization(s) thereto.

2.13 LUMP SUM FEE(S)

Lump Sum Fee(s), hereinafter identified as L.S., are understood and agreed to include all direct and indirect labor costs, personnel related costs, overhead and administrative costs, costs of sub-consultant(s) and/or sub-contractor(s), out-of-pocket expenses and costs, professional service fee(s) and any other costs or expenses which may pertain to the services and/or work to be performed, provided and/or furnished by the Consultant as may be required and/or necessary to complete each and every task set forth in the Scope of Professional Services, or as may be set forth in subsequent work orders, supplemental agreements, and/or change orders agreed to in writing by both parties to this Agreement.

2.14 NOT-TO-EXCEED FEE(S)

When all, or any portion, of the Consultant's compensation to provide and perform the services and work necessary and required pursuant to the tasks set forth in the Scope of Professional Services, and any change orders, supplemental task authorizations, and work orders authorized thereto, is established to be made on a not-to-exceed (NTE) amount basis, it is mutually understood and agreed that such compensation for each completed task shall be made on the following basis:

For the actual hours necessary, required and expected by the Consultant's professional and technical personnel, multiplied by the applicable hourly rates for each classification or position as set forth in the Compensation and Method of Payment, which is attached hereto and made a part of this Agreement, to the above referenced Agreement and any change orders or supplemental task authorizations authorized thereto; and

For the actual, necessary and required hours, and non-personnel expenses and costs, expended by sub-consultants and subcontractors engaged by the Consultant, multiplied by such hourly rates and unit costs as are agreed to by the City and the Consultant and as are set forth as a part of the above referenced Agreement and any change orders or supplemental task authorizations authorized thereto; and

With the understanding and agreement that the City shall pay the Consultant for all such costs and expenses within the established NTE amount for each task or sub-task subject to the Consultant presenting an itemized and detailed invoice with appropriate supporting documentation attached thereto to show evidence satisfactory to the City covering all such costs and expenses; and

With the understanding and agreement that the Consultant's invoices and all payments to be made for all NTE amounts shall be subject to the review, acceptance and approval of the City; and with the understanding and agreement that when the Consultant's compensation is established on a NTE basis for a specific task(s) or sub-task(s) the total amount of compensation to be paid the Consultant to cover all personnel costs, non-personnel reimbursable expenses and costs, and sub-consultant and subcontractor costs for any such specific task(s) or sub-task(s) shall not exceed the amount of the total NTE compensation established and agreed to for each specific task(s) or sub-task(s). In the event the amount of compensation for any task(s) or sub-task(s) to which the Consultant is entitled on the NTE basis set forth above is determined to be necessary, required and actually expended and is determined to be actually less than the NTE amount established for the specific task or sub-task, it is understood and agreed that any unexpended amount under a specific task or sub-task may not be used, applied, transferred, invoiced or paid for services or work provided or performed on any other task(s) or sub-task(s).

ARTICLE 3.00-OBLIGATIONS OF THE CONSULTANT

The obligations of the Consultant with respect to all the basic services and additional services authorized pursuant to this Agreement shall include, but not be limited to, the following:

3.01 LICENSES

The Consultant agrees to obtain and maintain throughout the period this Agreement is in effect all such licenses as are required to do business in the State of Florida, Hendry County and in the City of Clewiston, Florida, including, but not limited to, licenses required by the respective State Boards and other governmental agencies responsible for regulating and licensing the professional services provided and performed by the Consultant pursuant to this Agreement.

3.02 PERSONNEL

1) QUALIFIED PERSONNEL

The Consultant agrees when the services to be provided and performed relate to a professional service(s) which, under Florida Statutes, requires a license, certificate of authorization or other form of legal entitlement to practice such services, to employ and/or retain only qualified personnel to be in responsible charge of all basic services and additional services to be provided pursuant to this Agreement.

2) CONSULTANT'S PROJECT DIRECTOR

The Consultant agrees to employ and designate, in writing, a qualified and, if required by law, a licensed professional to serve as the Consultant's Project Director. The Consultant's Project Director shall be authorized and responsible to act on behalf of the Consultant with respect to directing, coordinating and administering all aspects of the services to be provided and performed under this Agreement thereto. The Consultant's Project Director shall have full authority to bind and obligate the Consultant on any matter arising under this Agreement unless substitute arrangements have been furnished to the City in writing. The Consultant agrees that the Project Director shall devote whatever time is required to satisfactorily direct, supervise and manage the services provided and performed by the Consultant throughout the entire period this Agreement is in effect. The person selected by the Consultant to serve as the Consultant's Project Director shall be subject to the prior approval and acceptance of the City.

3) CONSULTANT'S STAFF

Consultant will specify the technical and support staff who will be assigned to this project. Consultant will notify City's Project Manager of any changes and/or substitution of staff working on the project.

4) REMOVAL OF PERSONNEL

The Consultant agrees, within thirty (30) calendar days of receipt of a written request from the City, to promptly remove and replace the Consultant's Project Director, or any other personnel employed or retained by the Consultant, or personnel of the sub-consultant(s) or subcontractor(s) engaged by the Consultant to provide and/or perform services and/or work pursuant to the requirements of this Agreement, who the City shall request, in writing, be removed, this request may be made by the City with or without cause.

5) IMMIGRATION LAW COMPLIANCE

Contractors providing services to the City, as a condition of each contract, must use E-Verify to verify the employment of any person hired during the contract term by the contractor and assigned by the Contractor to perform work for the City. Before any contract with the City is signed, proof of enrollment with E-Verify must be provided. The Contractor acknowledges that he will comply with the Immigration Reform and Control Act of 1986 and is committed to employing only those individuals who are authorized to work in the United States, by hiring employees who properly complete, sign and date the first section of the Immigration and Naturalization Services (INS) Form I-9 and presenting to the Contractor the original necessary document(s) to prove identity and employment eligibility, as verified through E-Verify.

The Contractor must also be responsible for entering into an agreement with each and every vendor and subcontractor that states that vendors and subcontractors (and their vendors) are independently responsible for their own employment decisions, including hiring, disciplinary and termination decisions, and will comply with the Immigration Reform and Control Act of 1986 and use the E-Verify system for verification. The agreements shall also state that each business is responsible for its own I-9 and other employment record-keeping requirements, and with compliance with all immigration laws.

3.03 TIMELY ACCOMPLISHMENT OF SERVICES

The timely performance and completion of the required services, work and materials is vitally important to the interests of the City. The City may suffer damages in the event that the Consultant does not accomplish and complete the required services in a timely manner. The Consultant agrees to employ, engage, retain and/or assign an adequate number of personnel throughout the period of this Agreement so that all basic services and additional services will be provided, performed and completed in a timely and diligent manner throughout.

3.04 STANDARDS OF PROFESSIONAL SERVICE

The work and/or services to be provided and/or performed by the Consultant and by any sub-consultant(s) and/or subcontractor(s) engaged by the Consultant as set forth in the Scope of Professional Services shall be performed consistent with the professional skill and care ordinarily provided by consultants practicing in the same or similar locality under the same or similar conditions and in accordance with the laws, rules, regulations, ordinances and codes issued by those governmental agencies which have jurisdiction over all or a portion of this project and which are in effect at the time the City approves this Agreement. The Consultant shall perform its services as expeditiously as is consistent with such professional skill, care, and orderly progress of the Project.

3.05 CORRECTION OF ERRORS, OMISSIONS OR OTHER DEFICIENCIES

1) RESPONSIBILITY TO CORRECT

The Consultant agrees to be responsible for the professional quality, technical adequacy and accuracy, timely completion, and the coordination of all data, studies, surveys, designs, specifications, calculations, estimates, plans, drawings, construction documents, photographs, reports, memoranda, other documents and instruments, and other services, work and materials performed, provided, and/or furnished by Consultant or by any sub-consultant(s) and/or subcontractor(s) retained or engaged by the Consultant pursuant to this Agreement. The Consultant shall, without additional compensation, correct or revise any errors, omissions or deficiencies in such data, studies,

surveys, designs, specifications, calculations, estimates, plans, drawings, construction documents and instruments, in its services, work and materials to the extent resulting from the negligent act, errors or omissions or intentional misconduct of Consultant or any sub-consultant(s) or subcontractor(s) engaged by the Consultant.

2) CITY'S APPROVAL SHALL NOT RELIEVE CONSULTANT OF RESPONSIBILITY

Neither review, approval, nor acceptance by the City of data, studies, surveys, designs, specifications, calculations, estimates, plans, drawings, construction documents, photographs, reports, memoranda, other documents and instruments, and incidental professional services, work and materials furnished hereunder by the Consultant, or any sub-consultant(s) or subcontractor(s) engaged by the Consultant to provide and perform services in connection with this Agreement. Neither the City's review, approval or acceptance of, nor payment for, any of the Consultant's services, work and materials shall be construed to operate as a waiver of any of the City's rights under this Agreement, or any cause of action it may have arising out of the performance of this Agreement.

3.06 LIABILITY AND HOLD HARMLESS

Consistent with the provisions of §725.08, Florida Statutes, as amended, the Consultant agrees to indemnify and hold harmless the City of Clewiston, its officers and employees from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Consultant and other persons employed or utilized by the Consultant, including, but not limited to sub-consultants, sub-contractors and materialmen, in the performance of this Agreement, including any Change Orders or Supplemental Task Authorizations. Consultant and City agree that the monetary limitation on the indemnification and any damages or each task order provided under this Agreement is limited to the full amount of the applicable contract award (i.e. Compensation to be paid Consultant as set forth in the attached Exhibit B), including any sums added or subtracted from the contract award through Change Orders or Supplemental Task Authorizations. Consistent with §768.28, Florida Statutes, as amended, City agrees that the Consultant will not be liable for damages arising out of the negligence of the City, its officers, or employees.

3.07 NOT TO DIVULGE CERTAIN INFORMATION

Consultant agrees, during the term of this Agreement, not to divulge, furnish or make available to any third person, firm, or organization, without City's prior written consent, or unless incident to the proper performance of Consultant's obligations hereunder, or in the course of judicial or legislative proceedings where such information has been properly subpoenaed, any non-public information concerning the services to be rendered by Consultant or any sub-consultant(s) or subcontractor(s) pursuant to this Agreement. Consultant shall require all of its employees, sub-consultant(s) and subcontractor(s) to comply with the provisions of this paragraph.

3.08 CONSULTANT TO REPAIR PROPERTY DAMAGE CAUSED BY THE CONSULTANT

Consultant agrees to promptly repair and/or replace, or cause to have repaired and/or replaced, at its cost and expenses and in a manner reasonably acceptable to and approved by the City, any property damage arising out of, or caused by, the willful or negligent acts of the Consultant, or of its sub-consultants and/or subcontractors. This Consultant's obligation under this sub-article does not apply to property damage caused by any other Consultant or Contractor engaged directly by the City.

The City reserves the right, should the Consultant fail to make such repairs and/or replacement within a reasonable period of time after written notice, to cause such repairs and/or replacement to be made by others and for all costs and expenses associated with having such repairs and/or replacement done to be paid for by the Consultant, or by the Consultant reimbursing the City for all such costs and expenses.

3.09 RESPONSIBILITY FOR ESTIMATES

1) In the event the services required pursuant to this Agreement include the Consultant preparing and submitting to the City cost estimates, the Consultant, by exercise of this experience, effort, knowledge and judgment, shall develop such cost estimates as are set forth in, or as may be required under this Agreement. Any opinions or estimates of probable construction costs to be provided under this Agreement by the Consultant are to be made or reviewed on the basis of Consultant's experience and

qualifications and represent the Consultant's judgment as an experienced and qualified professional, familiar generally with the construction industry. The City agrees that the Consultant has no control over the cost of labor, materials, equipment, or services furnished by others or control over competitive bidding or market conditions, nor the Contractor's methods of determining prices. However, while Consultant cannot and does not guarantee that proposals, bids, or actual final construction costs will not vary from the opinions or estimates prepared or reviewed by the Consultant, City may choose to employ an independent cost estimator in order to achieve greater assurance of actual construction costs. Consultant shall have no obligations, responsibilities, and/or related liabilities for opinions or estimates provided by any independent cost estimator employed by the City.

3.10 PERMITS

The Consultant, if applicable to the Consultant's Scope of Services, will be responsible for preparing and submitting all required applications and other supportive information necessary to assist the City in obtaining all reviews, approvals and permits, with respect to the Consultant's design, drawings and specifications required by any governmental body having authority over the project. Any fees required for such reviews, approvals or permits will be covered by a check issued by the City and made payable to the respective governmental body upon the Consultant furnishing the City satisfactory documentation of such fees. The Consultant will be similarly responsible for preparing and submitting all required applications and other supportive information necessary to assist the City in obtaining any renewals and/or extensions of reviews, approvals or permits that may be required while this Agreement is in effect. The City shall, at the Consultant's request, assist in obtaining required signatures and provide the Consultant with all information known to be available to the City so as to assist the Consultant in the preparation and submittal of any original, renewal or extension of required reviews, approvals or permits.

3.11 ADDITIONAL SERVICES

Should the CITY request the Consultant to provide and perform professional services for this project which are not set forth in the Scope of Professional Services, the Consultant agrees to provide and perform such additional services as may be agreed to in writing by both parties to this Agreement.

Such additional services shall constitute a continuation of the professional services covered under this Agreement and shall be provided and performed in accordance with the covenants, terms, and provisions set forth in this Agreement thereto.

Additional services shall be administered and authorized as change orders or supplemental task authorizations under this Agreement. The Consultant shall not provide or perform, nor shall the City incur or accept any obligation to compensate the Consultant for any additional services unless and until a written change order or supplemental task authorization has been agreed to and executed by both parties.

Each such change order or supplemental task authorization shall set forth a comprehensive, detailed description of: (1) the scope of the additional services requested; (2) the basis of compensation; and (3) the period of time and/or schedule for performing and completing said additional services.

3.12 TRUTH-IN-NEGOTIATIONS CERTIFICATE

The City may request the Consultant to execute a Truth-in-Negotiations Certificate ("Certificate"). The Certificate shall state that wage rates and other factual unit costs supporting the compensation are accurate, complete and current at the time this Agreement is executed. The original contract price and any additions thereto shall be adjusted to exclude any significant sums by which the City determines the contract price was increased due to inaccurate, incomplete or noncurrent wage rates or other factual unit costs.

3.13 COMPLETION OF TASKS

Unless otherwise set forth in the Agreement, the Consultant shall be responsible for providing and performing professional services, work, equipment, material, personnel, supplies, facilities, transportation and administrative support that are necessary and required to complete all of the tasks set forth in the Scope of Professional Services,

change orders and supplemental task authorizations authorized. The compensation to be paid the Consultant as set forth in the Compensation and Method of Payment, change orders, and supplemental task authorizations authorized thereto shall be understood and agreed to compensate the Consultant for providing and performing professional services, work, equipment, material, personnel, supplies, facilities, transportation and administrative support that are necessary and required to complete the tasks set forth in the Scope of Professional Services, change orders and supplemental task authorizations authorized thereto as stated above.

ARTICLE 4.00-OBLIGATIONS OF THE CITY

4.01 DESIGNATION OF PROJECT MANAGER

The City agrees after the execution of this Agreement to promptly advise the Consultant, in writing, of the person designated to serve and act as the City's Project Manager. Such notification shall be provided to the Consultant by the Project Manager.

4.02 AVAILABILITY OF CITY INFORMATION

1) PROJECT GUIDELINES AND CRITERIA

Guidelines to the Consultant regarding requirements the City has established or suggests relative to the project including, but not limited to such items as: goals, objectives, constraints, and any special financial, budgeting, space, site, operational, equipment, technical, construction, time and scheduling criteria are set forth in the Project Guidelines and Criteria, which is attached hereto and made a part of this Agreement.

2) CITY TO PROVIDE PERTINENT REFERENCE MATERIAL

At the Consultant's request, the City agrees to provide to the Consultant, at no cost to the Consultant, all pertinent information known to be available to the City to assist the Consultant in providing and performing the required professional services. Such information may include, but not be limited to: previous reports; plans, drawings and specifications; maps; property, boundary, easement, right-of-way, topographic, reference monuments, control points, plats and related survey data; data prepared or services furnished by others to the City such as sub-surface investigations, laboratory tests, inspections of natural and man-made materials, property appraisals, studies, designs and reports. Consultant shall be entitled to reasonably rely on such information provided by the City.

4.03 AVAILABILITY OF CITY'S DESIGNATED REPRESENTATIVES

The City agrees that the Mayor and the Project Manager shall be available within a reasonable period of time, with reasonable prior notice given by the Consultant, to meet and/or consult with the Consultant on matters pertaining to the services to be provided and performed by the Consultant. The City further agrees to respond within a reasonable period of time to written requests submitted by the Consultant.

4.04 ACCESS TO CITY PROPERTY

The City agrees, with reasonable prior written notice given by the Consultant, to provide the Consultant with access within a reasonable period of time to City property, facilities, buildings and structures to enable the Consultant to provide and perform the required professional services and work pursuant to this Agreement. Such rights of access shall not be exercised in such a manner or to such an extent as to impede or interfere with City operations, or the operations carried on by others under a lease, or other contractual arrangement with the City, or in such a manner as to adversely affect the public health and safety. Such access may, or may not be, within the Consultant's normal office and/or field work days and/or work hours.

ARTICLE 5.00-COMPENSATION AND METHOD OF PAYMENT

5.01 BASIC AND ADDITIONAL SERVICES

The City shall pay the Consultant for all requested and authorized basic services rendered hereunder by the Consultant and completed in accordance with the requirements, provisions, and/or terms of this Agreement and accepted by the City in accordance with the provisions for compensation and payment of said basic services set forth and prescribed in the Compensation and Method of Payment or on the basis of such changes to the established

compensation as may be mutually agreed to by both parties to this Agreement as evidenced by a written change order executed by both parties.

5.02 METHOD OF PAYMENT

1) MONTHLY STATEMENTS

The Consultant shall be entitled to submit not more than one (1) invoice statement to the City each calendar month covering services rendered during the preceding calendar month. The Consultant's invoice statement(s) shall be itemized to correspond to the basis of compensation as set forth in the Agreement, or change order(s) and supplemental task authorization(s) thereunder.

2) PAYMENT FOR SERVICES PERFORMED

The City shall pay the Consultant for services performed using either of the following methods, or using a combination thereof:

a) The City shall pay Consultant on the basis of services completed for tasks set forth in the Scope of Professional Services and the Compensation and Method of Payment, as evidenced by work products such as reports, drawings, specifications, etc., submitted by the Consultant and accepted by the City. No payments shall be made for Consultant's work-in-progress until service items for which payment amounts have been established and set forth in this Agreement have been completed by the Consultant and accepted by the City.

b) The City shall pay the Consultant for services performed for tasks set forth in the Scope of Professional Services and the Compensation and Method of Payment on the basis of an invoice statement covering Consultant's work-in-progress expressed as a percentage of the total cost of the service and/or work required for each task invoiced in this manner. All such work-in-progress percentages are subject to the review and approval of the City. The decision of the City shall be final as to the work-in-progress percentages paid. Payment by the City for tasks on a work-in-progress percentage basis shall not be deemed or interpreted in any way to constitute an approval or acceptance by the City of any such service or work-in-progress. The Consultant shall be responsible for correcting, re-doing, modifying or otherwise completing the services and work required for each task before receiving final, full payment, as otherwise provided in this Agreement, whether or not previous work-in-progress payments have been made. All tasks to be paid for on a work-in-progress percentage basis shall be agreed to by both parties to the Agreement and each task to be paid in this manner shall be identified in the Compensation and Method of Payment with the notation (WIPP). Only tasks so identified will be paid on a work-in-progress percentage basis.

3) PAYMENT SCHEDULE

The City shall issue payment to the Consultant within thirty (30) calendar days after receipt of an invoice statement from the Consultant in an acceptable form and containing the requested breakdown and detailed description and documentation of charges. Should the City object or take exception to the amount of any Consultant's invoice statement, the City shall notify the Consultant of such objection or exception within the thirty (30) calendar days payment period set forth hereinbefore. If such objection or exception remains unresolved at the end of said thirty (30) calendar days' period, the City shall withhold the disputed amount and make payment to the Consultant of the amount not in dispute. Payment of any disputed amount, or adjustments thereto, shall be made within thirty (30) calendar days of the date such disputed amount is resolved by mutual agreement of the parties to this Agreement.

5.03 PAYMENT WHEN SERVICES ARE TERMINATED AT THE CONVENIENCE OF THE CITY

In the event of termination of this Agreement at the convenience of the City, not at the fault of the Consultant, the City shall compensate the Consultant only for the services performed prior to the effective date of termination, reimbursable expenses then due and reasonable expenses incurred by the Consultant in affecting the termination

of services and work, and incurred by the submittal to the City of project drawings, plans, data, and other project documents.

5.04 PAYMENT WHEN SERVICES ARE SUSPENDED

In the event the City suspends the Consultant's services and work on all or part of the services required to be provided and performed by the Consultant pursuant to this Agreement, the City shall compensate the Consultant only for the services performed prior to the effective date of suspension, reimbursable expenses then due and any reasonable expenses incurred or associated with, or as a result of such suspension.

5.05 NON-ENTITLEMENT TO ANTICIPATED FEES IN THE EVENT OF SERVICE TERMINATION, SUSPENSION, ELIMINATION, CANCELLATION AND/OR DECREASE

In the event the services required pursuant to this Agreement are terminated, eliminated, cancelled, or decreased due to: (1) termination; (2) suspension in whole or in part; (3) and/or are modified by the subsequent issuance of supplemental task authorization(s) and/or change order(s), other than receiving the compensation set forth in Payment When Services are Terminated at the Convenience of the City and Payment When Services are Suspended, the Consultant shall not be entitled to receive compensation for anticipated professional fees, profit, general and administrative overhead expenses or for any other anticipated income or expense which may be associated with the services which are terminated, suspended, eliminated, cancelled or decreased.

ARTICLE 6.00-TIME AND SCHEDULE OF PERFORMANCE

6.01 NOTICE TO PROCEED

Following the execution of this Agreement by both parties, and after the Consultant has complied with the insurance requirements set forth hereinafter, the City may authorize specific tasks to be completed. Upon agreement on the scope and fee for this work and execution of supplemental task authorization, the City will issue the Consultant a written notice to proceed. Following the issuance of such notice to proceed the Consultant shall be authorized to commence work and the Consultant thereafter shall commence work promptly and shall carry on all such services and work as may be required in a timely and diligent manner to completion.

6.02 TIME OF PERFORMANCE

The Consultant agrees to complete the services required pursuant to this Agreement within the time period(s) for completion of the various phases and/or tasks of the project services set forth and described in this Agreement, as set forth in the Schedule of Performance, which is attached hereto and made a part of this Agreement.

Should the Consultant be obstructed or delayed in the prosecution or completion of its obligations under this Agreement as a result of causes beyond the control of the Consultant, or its sub-consultant(s) and/or subcontractor(s), and not due to their fault or neglect, the Consultant shall notify the City, in writing, within five (5) calendar days after the commencement of such delay, stating the cause(s) thereof and requesting an extension of the Consultant's time of performance. Upon receipt of the Consultant's request for an extension of time, the City shall grant the extension if the City determines the delay(s) encountered by the Consultant, or its sub-consultant(s) and/or subcontractor(s), is due to unforeseen causes and not attributable to their fault or neglect.

6.03 CONSULTANT WORK SCHEDULE

The Consultant shall be required as a condition of this Agreement to prepare and submit to the City, on a monthly basis, commencing with the issuance of the notice to proceed, a Consultant's work schedule. The work schedule shall set forth the time and manpower scheduled for all of the various phases and/or tasks required to provide, perform and complete all of the services and work required completion of the various phases and/or tasks of the project services set forth and described in this Agreement, as set forth in the Schedule of Performance, pursuant to this Agreement in such a manner that the Consultant's planned and actual work progress can be readily determined. The Consultant's work schedule of planned and actual work progress shall be updated and submitted by the Consultant to the City on a monthly basis.

6.04 FAILURE TO PERFORM IN A TIMELY MANNER

Should the Consultant fail to commence, provide, perform and/or complete any of the services and work required pursuant to this Agreement in a timely and diligent manner, the City may consider such failure as justifiable cause to terminate this Agreement. As an alternative to termination, the City at its option, may, upon written notice to the Consultant, and affording Consultant reasonable time and opportunity to investigate, refute or cure, withhold any or all payments due and owing to the Consultant, not to exceed the amount of the compensation for the work in dispute, until such time as the Consultant resumes performance of its obligations in such a manner as to get back on schedule in accordance with the time and schedule of performance requirements set forth in this Agreement, or any change order(s) and supplemental task authorization(s) issued thereto.

ARTICLE 7.00-SECURING AGREEMENT

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

ARTICLE 8.00-CONFLICT OF INTEREST

The Consultant represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder. The Consultant further agrees that no person having any such interest shall be employed or engaged by the Consultant for said performance.

If Consultant, for itself and on behalf of its sub-consultants, is about to engage in representing another client, which it in good faith believes could result in a conflict of interest with the work being performed by Consultant or such sub-consultant under this Agreement, then it will promptly bring such potential conflict of interest to the City's attention, in writing. The City will advise the Consultant, in writing, within ten (10) calendar days as to the period of time required by the City to determine if such a conflict of interest exists. If the City determines that there is a conflict of interest, Consultant or such sub-consultant shall decline the representation upon written notice by the City.

If the City determines that there is not such conflict of interest, then the City shall give its written consent to such representation. If Consultant or sub-consultant accepts such a representation without obtaining the City's prior written consent, and if the City subsequently determines that there is a conflict of interest between such representation and the work being performed by Consultant or such sub-consultant under this Agreement, then the Consultant or such sub-consultant agrees to promptly terminate such representation. Consultant shall require each of such sub-consultants to comply with the provisions of this section.

Should the Consultant fail to advise or notify the City as provided hereinabove of representation which could, or does, result in a conflict of interest, or should the Consultant fail to discontinue such representation, the City may consider such failure as justifiable cause to terminate this Agreement.

ARTICLE 9.00-ASSIGNMENT, TRANSFER AND SUBCONTRACTS

The Consultant shall not assign or transfer any of its rights, benefits or obligations hereunder, except for transfers that result from: (1) the merger or consolidation of Consultant with a third party; or (2) the disestablishment of the Consultant's professional practice and the establishment of a successor Consultant, or consulting organization. Nor shall the Consultant subcontract any of its service obligations hereunder to third parties, except as otherwise authorized in this Agreement thereto, without prior written approval of the City. The Consultant shall have the right, subject to the City's prior written approval, to employ other persons and/or firms to serve as sub-consultants and/or subcontractors to Consultant in connection with Consultant providing and performing services and work pursuant to the requirements of this Agreement. The City shall have the right and be entitled to withhold such approval. Such approval shall not be unreasonably withheld.

In providing and performing the services and work required pursuant to this Agreement, Consultant intends to engage the assistance of the sub-consultant(s) and/or subcontractor(s) set forth in Consultant's Associated Sub-Consultants and Subcontractors, which is attached hereto and made a part of this Agreement.

ARTICLE 10.00-APPLICABLE LAW

Unless otherwise specified, this Agreement shall be governed by the laws, rules, regulations of the State of Florida, or the laws, rules, and regulations of the United States when providing services funded by the United States Government.

ARTICLE 11.00-COVENANTS AGAINST DISCRIMINATION FOR PROJECTS WITH FUNDS APPROPRIATED FROM CLEWISTON GENERAL REVENUES

The Consultant for itself, its successors in interest, and assigns as part of the consideration thereof, does hereby covenant and agree that in the furnishing of services to City hereunder, no person on the grounds of race, color, national origin, handicap, or sex shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination. The Consultant shall comply with the state laws in the hiring of sub-consultants.

ARTICLE 12.00-WAIVER OF BREACH

Waiver by either party of a breach of any provision of this Agreement shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms of this Agreement.

ARTICLE 13.00-INSURANCE

For the Insurance Section and Exhibit, Consultant will be referred to as "Vendor". The Vendor shall at its own expense, carry and maintain insurance coverage from responsible companies duly authorized to do business in the State of Florida as set forth in Insurance and Bonding Requirements of this solicitation.

The Vendor shall procure and maintain property insurance (Builder's Risk, Installation Floaters, etc.) upon the entire project, if required, to the full insurable value of the scope of work. The City and the Vendor waive against each other and the City's separate Vendors, Contractors, Design Consultants, Subcontractors, agents and employees of each and all of them, all damages covered by property insurance provided herein, except such rights as they may have to the proceeds of such insurance. The Vendor and City shall, where appropriate, require similar waivers of subrogation from the City's separate Vendors, Design Consultants and Subcontractors and shall require each of them to include similar waivers in their contracts. All deductibles for property insurance procured by the Vendor shall be the responsibility of the Vendor.

Certificates issued as a result of the award of this solicitation must identify: "For any and all work performed on behalf of the City of Clewiston."

The General Liability Policy provided by Vendor to meet the requirements of this solicitation shall name the City of Clewiston, Florida, as an additional insured including completed operations (and products if applicable). The policy shall be endorsed to be primary to any similar coverage carried by the City.

The Certificate Holder shall be named as: City of Clewiston. The Certificates of Insurance must state the Contract Number, or Project Number, or specific project description, or must read: "For any and all work performed on behalf of the City of Clewiston."

The amounts and types of insurance coverage shall conform to the minimum requirements set forth in Insurance and Bonding Requirements with the use of Insurance Services Office (ISO) forms and endorsements or their equivalents. If Vendor has any self-insured retentions or deductibles under any of the below listed minimum required coverage, Vendor must identify on the Certificate of Insurance the nature and amount of such self-insured retentions or deductibles and provide satisfactory evidence of financial responsibility for such obligations. All self-insured retentions or deductibles will be Vendor's sole responsibility.

Coverage(s) shall be maintained without interruption from the date of commencement of the work until at least thirty (30) days beyond the date of completion or warranty period, whichever is greater, or otherwise as specified in this solicitation if longer.

The Vendor and/or its insurance carrier shall provide thirty (30) days written notice to the City of policy cancellation or non-renewal on the part of the insurance carrier or the Vendor except for non-payment which shall be ten (10) days. The Vendor shall also notify the City, in a like manner, within twenty-four (24) hours after receipt, of any notices of expiration, cancellation, non-renewal or material change in coverage or limits received by Vendor from its insurer and nothing contained herein shall relieve Vendor of this requirement to provide notice.

Should at any time the Vendor not maintain the insurance coverage(s) required herein, the City may terminate the Agreement or at its sole discretion shall be authorized to purchase such coverage(s) and charge the Vendor for such coverage(s) purchased. If Vendor fails to reimburse the City for such costs within thirty (30) days after demand, the City has the right to offset these costs from any amount due Vendor under this Agreement or any other agreement between the City and Vendor. The City shall be under no obligation to purchase such insurance, nor shall it be responsible for the coverage(s) purchased or the insurance company or companies used. The decision of the City to purchase such insurance coverage(s) shall in no way be construed to be a waiver of any of its rights under the Contract Documents.

If the initial or any subsequently issued Certificate of Insurance expires prior to the completion of the scope of work, the Vendor shall furnish to the City renewal or replacement Certificate(s) of Insurance not later than ten (10) calendar days after the expiration date on the certificate. Failure of the Vendor to provide the City with such renewal certificate(s) shall be considered justification for the City to terminate any and all contracts.

ARTICLE 14.00-DUTIES AND OBLIGATIONS IMPOSED ON THE CONSULTANT

The duties and obligations imposed upon the Consultant by this Agreement and the rights and remedies available hereunder shall be in addition to, and not a limitation of, any otherwise imposed or available by law or statute.

ARTICLE 15.00-REPRESENTATION OF THE CITY

The Consultant in providing and performing the services and work required pursuant to this Agreement thereto shall only represent the City in this manner and to the extent specifically set forth in writing in this Agreement or thereto, and as provided in any written change order(s) and supplemental task authorization(s) issued thereunder.

In the event the Consultant's services or work involves construction contract administrative support services, the Consultant is not authorized to act on the City's behalf, and shall not act on the City's behalf, in such a manner as to result in change(s) to (1) the cost or compensation to be paid the construction contractor; or (2) the time for completing the work as required and agreed to in the construction contract; or (3) the scope of the work set forth in the construction contract documents, unless such representation is specifically provided for, set forth and authorized in this Agreement or thereto.

The City will neither assume nor accept any obligation, commitment, responsibility or liability which may result from representation by the Consultant not specifically provided for and authorized as stated hereinabove.

ARTICLE 16.00-OWNERSHIP OF DOCUMENTS

All final documents such as drawings, tracings, notes, computer files, photographs, plans, specifications, maps, evaluations, reports and other records and data relating to this project, other than working papers, specifically prepared or developed by the Consultant under this Agreement shall be property of the Consultant until the Consultant has been paid for providing and performing the services and work required to produce such documents.

Upon completion or termination of this Agreement, or upon the issuance by the City of a written change order deleting all or portions of the scope of services or task(s) to be provided or performed by the Consultant, all of the

above documents, to the extent requested in writing by the City, shall be delivered by the Consultant to the City within seven (7) calendar days of the City making such a request. In the event the City gives the Consultant a written Notice of Termination of all or part of the services or work required, or upon the issuance to the Consultant by the City of a written change order deleting all or part of the services or work required, the Consultant shall deliver to the City the requested documents as set forth hereinabove, with the mutual understanding and commitment by the City that compensation earned or owing to the commitment by the City that compensation earned or owing to the Consultant for services or work provided or performed by the Consultant prior to the effective date of any such termination or deletion will be paid to the Consultant within thirty (30) calendar days of the date of issuance of the notice of termination or change order.

The Consultant, at its expense, may make and retain copies of all documents delivered to the City for reference and internal use. The Consultant shall not, and agrees not to, use any of these documents, data and information contained therein on any other project or for any other client without the prior expressed written permission of the City. However, Consultant shall retain all ownership rights to its pre-existing intellectual property and standard, non-Project specific details, designs, and specifications and shall not need prior written permission from the City for the use of same.

Any use by the City of said documents, data and information contained therein, obtained by the City under the provisions of this Agreement, or obtained by the City under the provisions of this Agreement for any purpose not within the scope of this Agreement shall be at the risk of the City, and without liability to the Consultant. The City shall be liable and agrees to be liable for and shall indemnify, defend and hold the Consultant harmless for any and all claims, suits, judgments or damages, losses and expenses including court costs, expert witness and professional consultation services, and attorneys' fees arising out of the City's use of such documents in a manner contrary to the provisions set forth hereinabove. The City hereby acknowledges receipt of $10.00 (ten and no hundred dollars) and other good and valuable consideration from the Consultant which has been paid as specific consideration for the indemnification provided herein.

ARTICLE 17.00-MAINTENANCE OF RECORDS

The Consultant will keep and maintain adequate records and supporting documentation applicable to all of the services, work, information, expense, costs, invoices and materials provided and performed pursuant to the requirements of this Agreement. Said records and documentation will be retained by the Consultant for a minimum of five (5) years from the date of termination of this Agreement.

The City and its authorized agents shall, with reasonable prior notice, have the right to audit, inspect and copy all such records and documentation as often as the City deems necessary during the period of this Agreement, and during the period five (5) years thereafter; provided, however, such activity shall be conducted only during normal business hours and at the expense of the City, and provided further that to the extent provided by law the City shall retain all such records confidential.

17.01 COMPLIANCE WITH PUBLIC RECORDS LAW

The Consultant must comply with Florida public records laws, specifically to:

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

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 copied within a reasonable time at a cost that does not exceed the cost 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 requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the Agreement if the Consultant does not transfer the records to the City.

d) Upon completion of the Agreement, transfer, at no cost, to the City of Clewiston all public records in possession of the Consultant or keep and maintain public records required by the City to perform the service. If the Consultant transfers all public records to the City upon completion of the Agreement, the Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Consultant keeps and maintains public records upon completion of the Agreement, the Consultant shall 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, with any resulting costs for reformatting to be charged to the City.

e) The City will consider it a breach of contract should the Consultant fail to comply with any public records request.

f) A Consultant who fails to provide the public records to the City within a reasonable time may be subject to penalties under §119.10, Florida Statutes, as amended.

g) **IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS (CITY CLERK) AT: (863) 983-1484, CITY OF CLEWISTON, 115 W. Ventura Ave., Clewiston, Florida 33440, Fransheska.berrios@clewiston-fl.gov.**

h) If the Consultant is not providing the requested public records, the burden of proof is on the Consultant to show why they did not comply with the request.

ARTICLE 18.00-HEADINGS

The headings of the articles, sections, exhibits, attachments, phases or tasks as contained in this Agreement are for the purpose of convenience only and shall not be deemed to expand, limit or change the provisions contained in such articles, sections, exhibits, attachments, phases or tasks.

ARTICLE 19.00-ENTIRE AGREEMENT

This Agreement, including referenced exhibits and attachments hereto, constitutes the entire agreement between the parties hereto and shall supersede, replace and nullify any and all prior agreements or understandings, written or oral, relating to the matters set forth herein, and any such prior agreements or understandings shall have no force or effect whatever on this Agreement.

The following listed documents, which are referred to hereinbefore, are attached to and are acknowledged, understood and agreed to be an integral part of this Agreement:

Exhibit A entitled Scope of Professional Services
dated August 12, 2026.

Exhibit B entitled Truth in Negotiation Certificate
dated August 12, 2026.

Exhibit C entitled Insurance and Bonding Requirements
dated August 12, 2026.

Exhibit D entitled Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
dated August 12, 2026.

Exhibit E Scrutinized Companies Statement

dated August 12, 2026.

Exhibit F Human Trafficking Affidavit
dated August 12, 2026.

ARTICLE 20.00-NOTICES AND ADDRESS OF RECORD

20.01 NOTICES BY CONSULTANT TO CITY

All notices required and/or made pursuant to this Agreement to be given by the Consultant to the City shall be in writing and shall be given by the United States Postal Service Department first class mail service postage prepaid, addressed to the following City address of record and sent to the attention of the City's Project Manager unless waived by City:

Mayor
City of Clewiston
115 W. Ventura Ave.
Clewiston, FL 33440

Copy: City Attorney
City of Clewiston
115 W. Ventura Ave.
Clewiston, FL 33440

20.02 NOTICES BY CITY TO CONSULTANT

All notices required and/or made pursuant to this Agreement to be given by the City to the Consultant shall be made in writing and shall be given by the United States Postal Service Department first class mail service, postage prepaid, addressed to the following Consultant's address of record unless waived by Consultant:

Woodard & Curran, Inc.
1511 N. Westshore Blvd. Suite 420
Tampa, FL 33607
Telephone Number: (800) 426-4262

ATTENTION: [Project Lead will be identified with each Task Order]
Project Director

20.03 CHANGE OF ADDRESS OF RECORD

Either party may change its address of record by written notice to the other party per above contacts.

ARTICLE 21.00-TERM

This Agreement is effective as of _____, 2026. The Agreement period is for ten (10) years with the option to renew for an additional five (5) years.

ARTICLE 22.00-TERMINATION

This Agreement may be terminated by the City at its convenience, or due to the fault of the Consultant, by the City giving thirty (30) calendar days written notice to the Consultant.

If the Consultant is adjudged bankrupt or insolvent; if it makes a general assignment for the benefit of its creditors; if a trustee or receiver is appointed for the Consultant or for any of its property; if it files a petition to take advantage of any debtor's act or to reorganize under the bankruptcy or similar laws; if it disregards the authority of the City's designated representatives; if it otherwise violates any provisions of this Agreement; or for any other just cause, the City may, without prejudice to any other right or remedy, and after giving the Consultant a thirty (30) calendar days written notice, terminate this Agreement.

In addition to the City's contractual right to terminate this Agreement in its entirety as set forth above, the City may also, at its convenience, stop, suspend, supplement or otherwise change all, or any part of, the Scope of

Professional Services or the Project Guidelines and Criteria, or as such may be established by change order or supplemental task authorization. The City shall provide written notice to the Consultant in order to implement a stoppage, suspension, supplement or change.

The Consultant may request that this Agreement be terminated by submitting a written notice to the City dated not less than thirty (30) calendar days prior to the requested termination date and stating the reason(s) for such a request. However, the City reserves the right to accept or not accept the termination request submitted by the Consultant, as effective unless and until Consultant is notified, in writing, by the City of its acceptance.

Notwithstanding anything to the contrary herein, if City fails to pay any amount when due hereunder and such failure continues for ten (10) days after City's receipt of written notice of nonpayment, then Consultant (1) may retain all prior payments received from City in relation to the services (even if such services have not yet been performed) (2) cease providing services unless and until such breach is cured to Consultant's reasonable satisfaction, and (3) in addition to its other remedies at law or in equity, terminate this Agreement by written notice to City.

22.01 CONSULTANT TO DELIVER MATERIAL

Upon termination, the Consultant shall deliver to the City all papers, drawings, models, and other material in which the City has exclusive rights by virtue hereof or of any business done, or services or work performed by the Consultant on behalf of the City.

ARTICLE 23.00-AMENDMENTS

The covenants, terms and provisions set forth and contained in all of the articles to this Agreement may be amended upon the mutual acceptance thereof, in writing, by both parties to this Agreement. In the event of any conflicts between the requirements, provisions and/or terms of the Agreement and any written amendment, the requirements, provisions and/or terms of the amendment shall take precedence.

ARTICLE 24.00-MODIFICATIONS

Modifications to covenants, terms and provisions of this Agreement shall only be valid when issued in writing as a properly executed change order(s) or supplemental task authorization(s). In the event of any conflicts between the requirements, provisions, and/or terms of this Agreement and any written change order(s), and/or supplemental task authorizations, the latest executed change order(s), and/or supplemental task authorization(s) shall take precedence.

In the event the City issues a purchase order, memorandum, letter, or other instruments covering the professional services, work and materials to be provided and performed pursuant to this Agreement, it is hereby specifically agreed and understood that such purchase order, memorandum, letter or other instruments are for the City's internal control purposes only, and any and all terms, provisions and conditions contained herein, whether printed or written, shall in no way modify the covenants, terms and provisions of this Agreement and shall have no force or effect thereon.

No modification, waiver, or termination of the Agreement or of any terms thereof shall impair the rights of either party.

ARTICLE 25.00-ACCEPTANCE

Acceptance of this Agreement shall be indicated by the signature of the duly authorized representative of the hereinabove named parties in the space provided hereinafter and being attested and witnessed as indicated.

ARTICLE 26.00- CONSEQUENTIAL DAMAGES

Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither the City nor Consultant, their respective officers, directors, partners, employees, contractors, or subconsultants shall be liable to the other or shall make any claim for any incidental, indirect, or consequential damages arising out of or

connected in any way to the project or to this Agreement. This mutual waiver of consequential damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation, or any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract, and breach of strict or implied warranty. Both the City and Consultant shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in this project or with this Agreement.

ARTICLE 27.00- DISPUTE RESOLUTION

The City and Consultant agree that they shall diligently pursue resolution of all disagreements within 45 days of either party's written notice using a mutually acceptable form of mediated dispute resolution prior to exercising their rights under law. Consultant shall continue to perform services for the Project and the City shall pay for such services during the dispute resolution process unless the City issues a written notice to suspend work. Causes of action between the parties to this Agreement shall be deemed to have accrued and the applicable statutes of repose and/or limitation shall commence not later than the date of substantial completion.

ARTICLE 28.00- FORCE MAJEURE

Consultant shall not be liable for any damages caused by any delay that is beyond Consultant's reasonable control, including but not limited to unavoidable delays that may result from any acts of God, strikes, lockouts, wars, acts of terrorism, riots, acts of governmental authorities, extraordinary weather conditions or other natural catastrophes, or any other cause beyond the reasonable control or contemplation of either party.

ARTICLE 29.00- FLORIDA STATUTE SEC. 558.0035

PURSUANT TO F.S. SEC. 558.0035, AN INDIVIDUAL EMPLOYEE OR AGENT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.

ARTICLE 30.00 – MISCELLANEOUS STATUTORY COMPLAINCE

a) Public Entity Crimes – The City of Clewiston will comply with Florida Statute Section 287.133, including not conducting business in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO with any person or affiliate on the convicted vendor list for a period of 36 months following the date that person or affiliate was placed on the convicted vendor list unless that person or affiliate has been removed from the list.

b) Diversity, Equity, and Inclusion – Pursuant to Florida Statute Section 287.139, Consultant certifies that it does not and will not use City funds provided under this Agreement to require its employees, contractors, volunteers, vendors, or agents to ascribe to, study, or be instructed using materials relating to diversity, equity, and inclusion as defined in Sections 125.595 and 166.04971, Florida Statutes. Consultant acknowledges that this certification is a material representation upon which the City has relied in entering into this Agreement. Consultant shall immediately notify the City in writing if it becomes unable to comply with this certification during the term of the Agreement. Failure to comply with this provision shall constitute a material breach of this Agreement and may result in termination for cause, withholding of payment, or any other remedy available to the City under this Agreement or applicable law.

[This space intentionally left blank]

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have executed this Agreement effective the day and year first written above.

ATTEST:

BY: _____
CITY CLERK

DATE: _____

CITY OF CLEWISTON CITY COMMISSION

BY: _____
MAYOR

APPROVED AS TO FORM

BY: _____
CITY ATTORNEY'S OFFICE

ATTEST:

_____
(Witness)

_____
(Witness)

CORPORATE SEAL

CONSULTANT

BY: _____
(Authorized Signature)

Senior Vice President
(Title)

DATE: August 12, 2026

EXHIBIT A

Scope of Professional Services
[Engineering Category]

Date: August 12, 2026

Basic Services

Section 1 General Scope Statement

The Consultant shall provide and perform the following professional services, which shall constitute the general scope of the basic services under the covenants, terms, and provisions of this Professional Services Agreement. The Consultant was awarded work pursuant to City of Clewiston RFQ 2026-01: Request for Qualifications for Engineering Services for [Engineering Category]; all work by Consultant under this Master Services Agreement will be subject to the scope and requirements of that solicitation.

Section 2 Tasks

Pursuant to the general scope of the basic services stated herein above, the Consultant shall perform all services and/or work necessary to pursuant to the Scope of Services for [Engineering Category] for the aforementioned solicitation. As anticipated and disclosed in the solicitation, each individual project is funding dependent, and the City will negotiate and issue task orders for each project separately.

Section 3 Rate Schedule

Consultant shall perform all services and/or work necessary pursuant to the Scope of Services for [Engineering Category] and the relevant Task Orders for the individual Project or Project(s) in accordance with Consultant's defined rate schedule attached hereto, such rate schedule setting the rates for Principles, Associates, and any costs to be attributed to City.

EXHIBIT B

Truth in Negotiation Certificate
[Engineering Category]

Date: August 12, 2026

This Certificate is executed and given by the undersigned as a condition precedent to entering into a Professional Services Agreement with the City Commission of the City of Clewiston for the project known as the Engineering Services [Engineering Category].

Before me, the undersigned authority personally appeared, who having personal knowledge as to the facts and statements contained herein after being duly sworn, deposes and states under oath that:

1. This Certificate shall be attached to and constitute an integral part of the above-mentioned Professional Master Services Agreement as provided in Truth-In-Negotiations Certificate.

2. The undersigned hereby certifies that the wage rates and other factual unit costs supporting the compensation on which this Professional Master Services Agreement is established are accurate, complete, and current on the date set forth hereinabove.

3. The truth of statements made herein may be relied upon by the City and the undersigned is fully advised of the legal effect and obligations imposed upon him by the execution of this instrument under oath.

Executed on behalf of the Party to the Professional Master Services Agreement referred to as the Consultant, doing business as:

COMPANY NAME: Woodard & Curran, Inc.

BY: Scott Channon

TITLE: Senior Vice President

The foregoing instrument was signed and acknowledged before me this 12 day of August,

by Scott Channon who is personally known OR has produced FL DL
(Print or Type Name) (Type of Identification & Number)
FL DL - S444-666-63-000-0

as identification.

Caleb Gonzalez
Notary Public Signature

08-14-2027 #HH433091
Notary Commission Number/Expiration

CALEB GONZALEZ
Notary Public
State of Florida
Comm# HH433091
Expires 8/14/2027

EXHIBIT C

Insurance and Bonding Requirements

All policies shall be Best's Rated "A-"or better or subject to approval

Insurance / Bond Type	**Required Limits**
☒ Worker's Compensation	Statutory Limits of Chapter 440, Florida Statutes, and all Federal Government Statutory Limits and Requirements. ☒ **The policy shall be endorsed to provide a waiver of subrogation in favor of the City.** NOTE: Any "non-construction industry" company employing more than 3 employees (not including a sole proprietor owner) must have workers' compensation coverage. ALL "construction industry" (as defined by FL Rule # 69L-6.021) companies with ANY employees must have coverage or if no statutory employees, then up to three officers or a sole proprietor MUST have a current exemption certificate from the Division of Workers' Compensation on file.
☒ Employer's Liability	$1,000,000 single limit per occurrence (Workers' Compensation Part B)
☒ Commercial General Liability (Occurrence Form) patterned after the current ISO form	Bodily Injury and Property Damage ☒ $1,000,000 per occurrence, $1,000,000 aggregate (Per Project) for Bodily Injury Liability and Property Damage Liability. This shall include Premises and Operations; Independent Contractors; Products and Completed Operations and Contractual Liability.
☒ Indemnification	Consistent with the provisions of §725.08, Florida Statutes, as amended, the Consultant agrees to indemnify hold harmless the City of Clewiston, its officers and employees from any and all liabilities, damages, losses and costs, including, but not limited to, reasonable attorneys' fees to the extent caused by the negligence recklessness, or intentional wrongful conduct of the Consultant and other persons employed or utilized by the Consultant, including, but not limited to its subconsultants, subcontractors, materialmen, in the performance of this contract, including any Change Orders or Supplemental Task Authorizations. Consistent with §768.28, Florida Statutes, as amended, the City of Clewiston agrees that the Consultant will not be liable for damages arising out of the negligence of the City of Clewiston, its officers, or employees.
☒ Automobile Liability	☒ $ 1,000,000 Each Occurrence; Bodily Injury & Property Damage; Owned/Non-owned/Hired; Automobile Included
☒ Other insurance as noted:	☐ Watercraft $ _____ Per Occurrence ☐ United States Longshoreman's and Harbor Worker's Act coverage shall be maintained where applicable to the completion of the work. **STATUTORY**

	☐ Maritime Coverage (Jones Act) shall be maintained where applicable to the completion of the work. $ _____ Per Occurrence ☐ Property Insurance (Or Builder's Risk) **Full insurable value of the scope of the work** ☐ Pollution $ _____ Per Occurrence ☒ Professional Liability $1,000,000 per claim and in the aggregate ☐ Umbrella Excess $ _____ Per Occurrence
☐ Bid bond	Shall be submitted with proposal response in the form of certified funds, cashiers' check or an irrevocable letter of credit, a cash bond posted with the City Clerk, or proposal bond in a sum equal to 5% of the cost proposal. All checks shall be made payable to the City of Clewiston on a bank or trust company located in the State of Florida and insured by the Federal Deposit Insurance Corporation.
☐ Performance and Payment Bonds	If the box is checked for a project less than $200,000, a performance bond will be required. For projects in excess of $200,000, bonds shall be submitted with the executed contract by Proposers receiving award, and written for 100% of the Contract award amount, the cost borne by the Proposer receiving an award. The Performance and Payment Bonds shall be underwritten by a surety authorized to do business in the State of Florida and otherwise acceptable to Owner; provided, however, the surety shall be rated as "A-" or better as to general policy holders rating and Class V or higher rating as to financial size category and the amount required shall not exceed 5% of the reported policy holder's surplus, all as reported in the most current Best Key Rating Guide, published by A.M. Best Company, Inc. of 75 Fulton Street, New York, New York 10038. **Per §255.05, Florida Statutes, as amended, the Contractor shall provide a certified copy of the recorded bond to the City.**

☒ Vendor shall require that all subcontractors comply with the same insurance requirements that he is required to meet. The same Vendor shall provide City with certificates of insurance meeting the required insurance provisions.

☒ The City of Clewiston must be named as **"ADDITIONAL INSURED, INCLUDING PRODUCTS AND COMPLETED OPERATIONS"** on the Insurance Certificate for Commercial General Liability.

☒ The Certificate Holder shall be named as the City of Clewiston. The Certificates of Insurance must state the Contract Number, or Project Number, or specific Project description, or must read: "For any and all work performed on behalf of the City of Clewiston."

☒ **Thirty (30) Days Cancellation Notice (Except for Non-Payment of Premium which is ten (10) days)** Provided by the Insurance Carrier and/or the Vendor. Policy shall be endorsed for Thirty (30) Days' Notice of Cancellation by the Insurance Carrier and a copy of the endorsement provided to the City of Clewiston.

EXHIBIT D

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion

Vendor Covered Transactions

(1) The prospective vendor certifies, by submission of this Annual Agreement, that neither it nor its principles are presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the vendor is unable to certify the above statement, the prospective vendor shall attach an explanation to this form.

VENDOR

Woodard & Curran, Inc.
Company Name

037708708
DUNS Number

Signature

August 12, 2026
Date

Scott C. Shannon, Senior Vice President
Print Name and Title

1511 N Westshore Blvd, Suite 420
Street Address

Tampa, FL 33607
City, State, Zip

For City of Clewiston use only

To access the debarment search: https://www.sam.gov/SAM/ > Search Records tab > Enter DUNS number > Click Search

Company: [ ] is debarred [ ] is not debarred

Verified by: _____ Date: _____
Name

EXHIBIT E

Scrutinized Companies Statement

SWORN STATEMENT UNDER SECTION 287.135(5), FLORIDA STATUTES: THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted with Bid, Proposal, Quote, or Contract Number RFQ 2026-01, for Engineering Services for [Engineering Category].

2. This sworn statement is submitted by Woodard & Curran, Inc. whose business
[Name of entity submitting sworn statement]

address is 1511 N Westshore Blvd, Ste 420 Tampa FL 33607 and (if

applicable) its Federal Employer Identification Number (FEIN) is 01-0363222 (If the entity has no

FEIN, include the Social Security Number of the individual signing this sworn statement:

_____.

3. My name is Scott C. Shannon and my relationship to the above is
[Please print name of individual signing]

Senior Vice President.

4. I understand that "awarding body" as defined in section 287.135(1) (a), Florida Statutes, means, for purposes of state contracts, an agency or the department, and for purposes of local contracts, the governing body of the local governmental entity.

5. I understand that "Boycott of Israel" as defined in section 287.135(1) (b), Florida Statutes, has the same meaning as defined in s. 215.4725.

6. I understand that "business operations" as defined in section 287.135(1) (c), Florida Statutes, means, for purposes specifically related to Cuba or Syria, engaging in commerce in any form in Cuba or Syria, including, but not limited to, acquiring, developing, maintaining, owning, selling, possessing, leasing, or operating equipment, facilities, personnel, products, services, personal property, real property, military equipment, or any other apparatus of business or commerce.

7. I understand that "local governmental entity" as defined in section 287.135(1) (d) means a county, municipality, special district, or other political subdivision of the state.

8. Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement.

[ ] **Scrutinized Companies that Boycott Israel List (bid, proposal or contract renewal for any amount)**
[X] The entity submitting this sworn statement is not on the Scrutinized Companies that Boycott Israel List.
[ ] The entity submitting this sworn statement is on the Scrutinized Companies that Boycott Israel List.

[ ] **Scrutinized Companies with Activities in Sudan List (bid, proposal or contract renewal for $1**

Million or more)

[X] The entity submitting this sworn statement is not on the Scrutinized Companies with Activities in Sudan List.

[ ] The entity submitting this sworn statement is on the Scrutinized Companies with Activities in Sudan List.

[ ] Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List (bid, proposal or contract renewal for $1 Million or more)

[X] The entity submitting this sworn statement is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

[ ] The entity submitting this sworn statement is on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

[ ] Business Operations in Cuba or Syria (bid, proposal or contract renewal for $1 Million or more)

[X] The entity submitting this sworn statement does not have business operations in Cuba or Syria.

[ ] The entity submitting this sworn statement does have business operations in Cuba or Syria.

The City will follow §287.135, Florida Statutes, as amended. If the City determines this Vendor has been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel after the contract is executed, the contract may be terminated by the City by written notification. If the City determines this Vendor is found to have submitted a false certification, placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or been engaged in business operations with Cuba or Syria, the City shall notify the Vendor of its determination by written notification.

By the signature(s) below, I/we, the undersigned, as authorized signatory to commit the firm, certify that the information as provided in this attachment, Scrutinized Companies Statement, is truthful and correct at the time of submission.

Scott C

AFFIANT

Scott C. Shannon

Typed Name of AFFIANT

Senior Vice President

Title

STATE OF Florida COUNTY OF Seminole

The foregoing instrument was executed before me this 12 day of August, 2026,

by Scott Shannon as Senior Vice President of

Woodard and Curran, Inc, who personally swore or affirmed that he/she is authorized to execute this document and thereby bind the Corporation, and who is personally known to me OR has

produced FL DL as identification.

Caleb Gonzalez

NOTARY PUBLIC, State of Florida

(stamp)

CALEB GONZALEZ
Notary Public
State of Florida
Comm# HH433091
Expires 8/14/2027

EXHIBIT F

Human Trafficking Affidavit – Florida Statute Section 787.06

SWORN STATEMENT UNDER SECTION 787.06(14), FLORIDA STATUTES: THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted with Bid, Proposal, Quote, or Agreement for RFQ 2026-01, for Engineering Services for [Engineering Category].

2. This sworn statement is submitted by Woodard & Curran, Inc. whose business
[Name of entity submitting sworn statement]
address is 1511 N Westshore Blvd Ste 420, Tampa FL 33607 and (if applicable) its Federal Employer Identification Number (FEIN) is 01-0363222.

3. My name is Scott C. Shannon and my relationship to the above is
[Please print name of individual signing]
Senior Vice President.

4. The non-governmental entity submitting this sworn statement does not use coercion for labor or services as defined in Florida Statute Section 787.06.

5. I understand that the City of Clewiston is relying upon this sworn statement and that failure to comply with the representations herein shall constitute a material breach of this Agreement and result in termination for cause.

By the signature(s) below, I/we, the undersigned, as authorized signatory to commit the firm, certify that the information as provided in this attachment, Human Trafficking Affidavit, is truthful and correct at the time of submission.

Scott C. Shannon
AFFIANT

Scott C. Shannon
Typed Name of AFFIANT

Senior Vice President
Title

STATE OF Florida COUNTY OF Seminole

The foregoing instrument was executed before me this 12 day of August, 2026, by Scott Shannon as Senior Vice President of Woodard and Curran, Inc who personally swore or affirmed that he/she is authorized to execute this document and thereby bind the Corporation, and who is personally known to me OR has produced FL DL as identification.

(stamp)

CALEB GONZALEZ
Notary Public
State of Florida
Comm# HH433091
Expires 8/14/2027

Caleb Gonzalez
NOTARY PUBLIC, State of Florida

Woodard & Curran

Rate Schedule

Public 2026

STAFF TYPE	HOURLY RATE
Administrative	$125
Drafter / Project Assistant / Technician 1	$140
Graphic Artist / Project Specialist	$150
Graphics Manager / Senior Project Assistant	$160
Designer 1 / Geologist 1 / GIS Analyst 1 / Planner 1 / Scientist 1 / Technician 2	$165
Designer 2 / Engineer 1 / Geologist 2 / GIS Analyst 2 / Scientist 2 / Specifications Manager	$170
Planner 2 / Technical Specialist 1 / Technician 3	$175
Contract Document Specialist / Geologist 3 / GIS Analyst 3 / Scientist 3	$180
Designer 3 / Engineer 2 / Plant Manager / Procurement Specialist / Programmer 1 / Project Geologist 1 / Project Scientist 1 / Technical Specialist 2	$190
Engineer 3 / GIS Solutions Analyst / Planner 3 / Programmer 2 / Technical Specialist 3	$205
Programmer 3 / Project Geologist 2 / Project Scientist 2 / Project Tech Specialist 1 / Senior Designer	$210
Project Electrical Engineer 1 / Project Engineer 1 / Project Planner 1	$215
Project Engineer 2 / Project Planner 2 / Project Tech Specialist 2 / Senior Project Geologist / Senior Project Scientist / Senior Resident Project Representative	$225
Senior Cost Estimator / Senior Planner	$230
GIS Manager / Project Manager 1 / Technical Manager 1	$240
Construction Manager / Project Manager 2 / Technical Manager 2	$260
Program Manager	$265
Senior Project Manager / Senior Technical Manager	$270
Senior Consultant / Senior Delivery Leader / Senior Program Leader / Senior Technical Leader	$275
Principal in Charge / Senior Technical Consultant	$280
National Technical Leader / Senior Practice Leader	$290

EXPENSES	
Travel	$0.73 / mile
Other Direct Costs	At Cost Plus 15%
Subconsultants/Subcontractors	At Cost Plus 15%

NOTES

Mileage rate will change as the federal allowable rate is modified.

This rate schedule is confidential and for customer internal use only.
Woodard & Curran reserves the right to adjust billing rates annually.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 6/24/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Greyling COI Specialist
Edgewood Partners Ins Center 3780 Mansell Rd. Suite 370 Alpharetta GA 30022	PHONE (A/C, No, Ext): 770.756.6599 FAX (A/C, No): 770.756.6599 E-MAIL ADDRESS: greylingcerts@greyling.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Continental Casualty Company	20443
INSURER B : National Union Fire Ins Co of Pittsburg	19445
INSURER C : New Hampshire Insurance Company	23841
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Woodard & Curran, Inc.
12 Mountfort Street
Portland, ME 04101

COVERAGES **CERTIFICATE NUMBER:** 1983893870 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
B	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT X LOC OTHER:			GL3960965	4/1/2026	4/1/2027	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 2,000,000 $ 500,000 $ 25,000 $ 2,000,000 $ 4,000,000 $ 4,000,000 $
B	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY X HIRED AUTOS ONLY SCHEDULED AUTOS X NON-OWNED AUTOS ONLY			CA4629109	4/1/2026	4/1/2027	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ 2,000,000 $ $ $ $
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE AGGREGATE $	$ $ $
C C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N: N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		WC13711874 (AOS) WC13711873 (CA)	4/1/2026 4/1/2026	4/1/2027 4/1/2027	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 2,000,000 $ 2,000,000 $ 2,000,000
A	Professional Liability incl. Pollution			AEH114135520	4/1/2026	4/1/2027	Per Claim Aggregate	$1,000,000 $1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Re: For any and all work performed on behalf of the City of Clewiston.
The City of Clewiston is named as an Additional Insured with respects to General & Automobile Liability where required by written contract. Waiver of Subrogation in favor of Additional Insured where required by written contract & allowed by law. Should any of the above described policies be cancelled by the issuing insurer before the expiration date thereof, we will endeavor to provide 30 days' written notice (except 10 days for nonpayment of premium) to the Certificate Holder. The above referenced liability policies are primary & non-contributory where required by written contract.

CERTIFICATE HOLDER

The City of Clewiston
115 W. Ventura Ave.
Clewiston, FL 33440

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Gregg Bachelder

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115 West Ventura Avenue, Clewiston, FL 33440

Agenda Item Memorandum

TO: City Commission of the City of Clewiston

FROM: Jeanie Orozco, Director of Recreation & Leisure Services

VIA: Danny Williams, City Manager

DATE: August 13, 2026

SUBJECT: Discussion of Fee Waiver on Special Event Applications for AYSO & Cougar Football

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Background:

The City of Clewiston Parks & Recreation Advisory Board is recommending to review and discuss the Fee Waiver on the Special Event Applications for the upcoming Cougars football games and AYSO soccer games.

Attachment:

Special Event Applications

- Cougar Football games
- AYSO Soccer games

EVENT APPLICATION

City of Clewiston
115 W. Ventura Ave.
Clewiston, FL 33440

Telephone: (863) 983-1484
Fax : (863) 983-4055

INSTRUCTIONS: Applicant to submit Event Application and required fee to the City of Clewiston no less than four weeks before the event.

Date of Event: 08/15, 08/22, 09/05, 09/26 10/3, 10/17	Applicant's Name: Robbriannia Johnson	Event: Football games
Mailing Address: P.O. Box 2416	City: Clewiston	State/Zip Code: FL 33440
Telephone No. 561-449-6381	Email Address: clewistoncougars@aol.com	Fax No.
Representative to Contact: Lovely Aviles	Telephone No: 561-449-6381	
Site/Facility for Event: Sugarland park	Time Event Starts: 7:00 a.m. / p.m.	Will Street be Closed? Yes / No (No)
Estimated No. of Attendance: 50-70	Time Event Ends: a.m. / 4:30 p.m.	Beginning Time: a.m. / p.m.
		Ending Time: a.m. / p.m.

Description of Event: Football / cheer games w/ a concession stand at each game selling hotdogs, chicken, etc.

Will Food be Served?	Yes (Yes) / No	Will Alcohol be Served?*	Yes / No (No)	Are Dumpsters Needed?	Yes / No (No)
Is Electricity Needed?	Yes / No (No)	*Minimum of (2) officers required** Officers x $35/$50 =	$	Mandatory Cleaning Fee *(Determined by type of Event):*	$
Any other City Service/Equipment Needed? *If Yes, explain:*			Yes / No (No)	City Supervisors Needed?	Yes / No (No)
				Supervisors @$20 per hour =	$

The premises shall not be used for any illegal, improper, or immoral purpose. Renter will promptly and fully observe and comply with requirements, rules, laws, and ordinances of all lawfully constituted governmental authorities in any manner affecting the premises herein and hereby rented. Two weeks cancellation notice is required. Facility and/or site plan to be attached to form.

Applicant's Signature: RJohnson Date: 06/29/2026

Fees (to be completed by City representative):

Bldg/Site Rental:	Cleaning:	Security:	Supervisors:	Other:	Subtotal:	25% Deposit if applicable	TOTAL:
$	$	$	$	$	$	$	$

Remarks:

Date submitted to the City: **Date considered by City:** **Approved?**

CITY OF CLEWISTON
FINANCE DEPARTMENT
JUN 30 2026
RECEIVED

Remarks:

Revised 10/17/11

***$35 Non-Alcohol / $50 Alcohol is served. Any teen event minimum of (4) officers required.**

Clewiston Fire Department
East Hendry County
121 Central Avenue, Clewiston, FL 33440
Phone (863) 983-1500 **Fax (863) 983-1430**

Plan Submittal Requirements for Special Events

Upon application for a special event permit, a site plan is required. All required distances shall be indicated on the site plan. Permits shall be obtained and all requirements completed prior to a fire inspection.

1-Temporary tents and membrane structures must comply with the individual occupancy requirements for which the tent is being used (Example: mercantile, assembly, industrial, etc.)

2-All plans must include the following general items:

- Dates and hours of the event or usage period (must be located on the site plan or the floor plan)
- "Certificate of Fire Resistance" for the structure
- "Certificate of Fire Resistance" or flame spread documentation for all draperies, curtains, decorations, stage scenery, etc.
- Provide a notarized affidavit indicating that the wiring will comply with NFPA 70 and the name and license number of the electrician installing any electrical wiring in the tent.

3-All plans must include a separate FLOOR PLAN showing all, but not limited to, the following items:

- Locations of required number of exits, and exit capacity (width) based on occupant loads calculated by square footage.
- Dimensions of required aisles and seating row widths shall be accordance with the provisions of aisles and shall not be less than 44 inches in width. Seating row widths shall not be less than 12 inches. Rows shall be increased by 0.3 inch for every additional seat beyond 14, but the width need not be more than 22 inches. When more than 200 loose seats or folding chairs are used they shall be bonded together in groups of three or more.
- Locations of battery back-up exit signs. Exception: Non-illuminated exit signs may be used for events held during daylight hours only.
- Locations of emergency lighting fixtures. Exception: Emergency lighting can be omitted for events held during daylight hours only.
- Seating arrangements for table and chairs with distances between tables (if seating arrangements are provided).
- Location of bleacher/grandstand and their details (if bleachers are provided).

- Stage plan (including mobile stages) and location of egress points, including stair details, ramp details, handrail and guardrail details, etc. (if stage is provided).
- Location of fire extinguishers (1 for each 400 sq.ft. up to 1200 sq.ft., then one for each 1000 sq.ft. thereafter).
- Location of "NO SMOKING" signs

4-All plans must include a separate SITE PLAN including the following:

- Location of the tent in relation to all buildings or structures, roads, parking areas, storage containers, etc. (Minimum 20' separation required).
- Location of generator if applicable (minimum 20' from tent).
- Fire extinguishers are to have a minimum rating of 2A:10BC and be permanently mounted on a support member.

5-All plans submitted for SPARKLER SALES must also include the following:

- State sparkler certificate.
- Copy of state ID of applicant.

6-All cooking operations under a tent or membrane structure must comply with NFPA 1, chapter 50.

- Open or Exposed Flame– Open Flame or other devices emitting flame, fire or heat or any flammable or combustible liquid, gas, charcoal or other cooking device or any other unapproved devices shall not be permitted inside or located within 20 feet of the tent, canopy or membrane structures while open to the public unless approved by the fire department official.
- If approved by fire department official, cooking and heating equipment shall be vented to the outside air by approved means. Cooking and heating equipment shall not be located within 10 feet of an exit or combustible material. Outdoor cooking that produces sparks or grease-laden vapors shall be at least 20 feet from tents, canopies, and membrane structures. The warming of previously prepared food is not considered to be cooking and is exempt from these requirements.
- **Class K Portable Fire Extinguishers** - Concession stands or vendors with cooking operations that include deep fat fryers shall provide a Class K wet chemical extinguisher. A minimum 2A:10BC fire extinguisher shall also be provided.

7- All Generators and power sources- Generators and other internal combustion power sources shall be separated from tents, canopies, and temporary membrane structures by a minimum of 20 feet.

8-Fire Watch-

- All temporary assembly tents with an occupant load of greater than 300 may be required to provide Fire Watch for the duration of the event.
- All permits will be reviewed and may require a fire watch based on information from application and site visit, if appropriate.

Clewiston Fire Department
East Hendry County
121 Central Avenue, Clewiston, FL 33440
Phone (863) 983-1500 **Fax (863) 983-1430**

GENERAL INFORMATION SHEET
REGARDING SPECIAL EVENTS, CARNIVALS AND FAIRS

Special Event: An event whether indoors or outdoors, that is held on public property or streets, non-profit organization property or non-residential private property that can reasonably be expected to cause a public gathering that is not part of the normal course of business at the location.

Carnival: A mobile enterprise principally devoted to offering amusement or entertainment to the public in, upon or by means of portable amusement rides or devices or temporary structures in any number or combination, whether or not associated with other structures or forms of public attraction.

Fair: An enterprise principally devoted to the exhibition of products of agriculture or industry in connection with the operation of amusement rides or devices, or concession booths.

• A permit is required from the Fire Department to conduct a carnival or fair. ***NFPA 1: 1.12***

• A permit is required from the Fire Department for all tents over 200 square feet or canopies over 400 square feet in size, which are used on the premises. ***NFPA 1: 1.12***

• A permit is required from the Fire Department to conduct a parade. ***NFPA 1: 1.12***

• Tents and canopies described above are to be in compliance with ***NFPA 1, Chapter 25.***

• Size and location of the carnival or fair may require fire apparatus access roads. ***NFPA 1: 10.16.2***

• Fire extinguishers shall have a minimum rating of 2-A:10-B:C. Maximum travel distance to a portable fire extinguisher shall not exceed 75 feet. All fire extinguishers shall be serviced and tagged according to the State Fire Code. ***NFPA 1: 10.16.5 & 10.16.10.4***

• Electrical equipment and installation shall comply with the Electrical Code, and subject to approval by the Building Department. ***NFPA 1: 10.16.7***

• Concession stands utilized for cooking shall have a minimum of 10 feet of clearance on two sides and shall not be located within 10 feet of amusement rides or devices. ***NFPA 1: 10.16.8***

• A "K" rated dry chemical fire extinguisher shall be provided where deep-fat fryers are used. ***NFPA 1: 13.6.6.7.1***

• Internal combustion power sources shall have fuel tanks of adequate capacity to permit uninterrupted operation during normal operating hours. Refueling shall be conducted only when the ride is not in use. ***NFPA 1: 10.16.10.1 & 10.16.10.2***

• Internal combustion power sources shall be isolated from contact with the public by either physical guards, fencing or an enclosure. A minimum of one fire extinguisher with a rating of not less than 2-A:10-B:C shall be provided. ***NFPA 1: 10.16.10.3 & 10.16.10.4*** (This is in addition to the normally required fire extinguishers.)

• For reviewing stands, grandstands, bleachers and folding and telescoping seating see ***NFPA 1, Chapter 25.***

The items listed are general information only. Codes are subject to change. Additional requirements may apply.

Clewiston Fire Department
East Hendry County
121 Central Avenue, Clewiston, FL 33440
Phone (863) 983-1500 **Fax (863) 983-1430**

FIRE SAFETY PERMIT APPLICATION

A Fire Safety Permit is required for any gathering that takes place on public or private property, an event whether indoors or outdoors, that is held on public property or streets, non-profit organization property or non-residential private property that can reasonably be expected to cause a public gathering that is not part of the normal course of business at the location.

The Fire Safety permit application form must be completed and submitted not less than thirty (30) days in advance of the event.

REQUIREMENTS:

1. Completed application and non-refundable permit fee of $50.00.

2. Site plan of the event showing all temporary installations in relation to the surroundings. The site plan must show a detailed diagram of the event including the location of concession booths, portable toilets, dumpsters, public, emergency and accessible routes, parking, banners and signs, location of tents, stages, entertainment and orientation of loudspeakers, locations for electricity and water, and other relevant information.

3. If your event includes construction, electrical, plumbing or mechanical work, then the work must receive a final inspection prior to the commencement of the event. If the inspection must be completed after 3:00 p.m. Monday through Friday, over a weekend, or on a National Holiday, then the cost of each inspection will be $60.00 per hour per inspector (minimum 2 hours, if available). Please note that the specific contractor for the applicable inspection must be on-site at time of inspection. If not, the inspection will be cancelled.

The person or designee in charge of the event must be present at the event and remain at the location for the entire duration of the event.

FIRE SAFETY PERMIT APPLICATION

Title of Event: Clewiston Cougars Football & Cheer Home Games

Date(s) of Event: 08/15, 08/22, 9/5, 9/26, 10/3, 10/17/26 Estimated Attendance: 50-70 per day

Times of Event: 07AM to 4:30pm Set-up: 7:00AM Breakdown: 4:00PM

Event Location: Sugarland Park Soccer Fields (high school area)

(Attach Site Diagram: Set-up sketch, staging items, food vendors, parking area, security, etc.)

SPECIFIC TYPE OF EVENT (Check all that apply):

☑ Athletic Event	☐ Business Event	☐ Celebrations	☑ Community Event
☐ Concert/Band	☐ Fair/Carnival	☐ Fireworks	☑ Fundraiser
☐ Grand Opening	☐ Parade	☐ Political Event	☐ Place of Worship
☐ Wedding	☐ Other _____		

Description of Event: Football/cheer games with a concession stand selling chicken wings, hamburgers, hotdogs, etc.

Will Vendors be cooking or heating food? (Please read fire watch requirements for cooking.)

☑ Gas ☐ Electric ☐ Charcoal ☐ Other: _____

Will any of the following event staging items be used?

☐ Canopy(ies)	Quantity: N/A	Sizes(s) LxWxH:
☐ Stage(s)	Quantity:	Sizes(s) LxWxH:
☐ Tent(s)	Quantity:	Sizes(s) LxWxH:

Please attach:

1) **Structural information, anchoring details, flame certificates, etc.**
2) **A floor plan including seating arrangements, locations of means of egress, extinguishers and exit signs.**

Producing Organization/Entity: Clewiston Cougars Football & Cheer

Contact Name: Lovely Aviles

Phone: 561-449-4381 Emergency contact: Lovely Aviles

(Please include a letter of permission from the property management/owner for this event if the applicant is not the responsible entity for the property at the location this event is scheduled. Events taking place on city or county property may require permission from the City Commission.)

APPLICANT INFORMATION:

Name (Please Print): RaQuonnia Johnson Signature: RJohnson

Mailing Address: P.O. Box 2416 Clewiston FL 33440

Phone: Cell: 863-253-4628

Email: clewiscougars@aol.com

SPECIAL EVENT PERMIT
HOLD HARMLESS AGREEMENT

I/We the undersigned, being of lawful age, by affixing my/our signatures hereto, do hereby agree to indemnify and to hold harmless the City of Clewiston, its officers, employees, elected officials and agents, from and against any and all liability claims, actions, causes of action, demands, rights, damages, cost, loss of service, expenses, and compensation for all negligence whether active or passive arising out of or in any way connected or related to Clewiston Cougars Football & Cheer games to be held on 08/15/26, 08/22/26, 9/5/26, 9/26/26, 10/3/26, 10/17/26

(Name of Event) *(Date of Event)*

Clewiston Cougars Football & Cheer
Name of sponsoring Individual(s) or Organization/Group

P.O. Box 2416 Clewiston, FL 33440
Address

561-449-6381 Phone No. (include Area Code)

ClewistonCougars@aol.com Email Address

I understand by affixing my signature to this release, that I do assume all risks and waive defendant's negligence, including a release of heirs.

Furthermore, the undersigned hereby acknowledges receipt of the Special Event Permit Application and willingness to adhere to its provisions.

AUTHORIZED REPRESENTATIVE

(To be completed by individuals representing an Organization or Group)

I, Robbiannia Johnson, warrant that I have authority to bind Clewiston Cougars Football & Cheer to this Hold Harmless Agreement and by my signature hereon do so bind this individual/organization. By executing this waiver as an authorized representative you are hereby binding all of your organization/group's individuals participating in this event to this waiver and hereby assume responsibility for these individuals.

(Name of individual) *(Name of Organization/Group)*

RJohnson
Signature

06/29/2026
Date

Signature

Date

For Minors: (required for participants under the age of 18 at the time of the event)

This is to certify that I, as parent or legal guardian, have legal responsibility for this participant. I have read and understand the significance of this waiver and release and do consent and agree to his/her waiver, release and assumption of the risk as provided above.

Robbiannia Johnson
(Print Name of Parent/Legal Guardian)

RJohnson
Signature

06/29/2026
Date

CITY OF CLEWISTON PARKS & RECREATION DEPARTMENT

SUGARLAND PARK FIELD RESERVATION

League/Organization Information (Please print all information)

Organization Name	Address	City/State/Zip
Clewiston Cougars Football & Cheer	P.O. Box 2416	Clewiston FL 33440

Contact Person	Phone Number	Fax Number
Robbrianna Johnson	863-233-4628	N/A

Description of Facility	Date / Time
Fields at sugarland park for football/cheer season	* set schedule * *Attach schedule, if available

Fees (ALL payments are due at time of booking. Make check payable to the City of Clewiston) ***Rental fee can be waived for local non-profits (501c3) only by the City Commission**		
	***Rental** - $1,000 for season	$ 1000
	$500 Security Deposit	$ 500
	TOTAL	$ 1500
	Requesting fees to be waived by City Commission? (Yes or No)	yes

Team Insurance: ☑ Yes ☐ No Attach copy of Certificate of Insurance to this form.

All field use is by permit only unless an exception is made by the Director of Recreation & Leisure Services. Coaches are responsible for leaving fields, dugouts, and spectators' areas clean. Extra field maintenance for any play, tournament, or special event is considered a "billable" event. It is the responsibility of the user group to maintain a clean and safe concession. The Director of Recreation & Leisure Services is to be notified of all accidents/incidents requiring medical attention. Athletic fields can be used only when field conditions are deemed safe and when use will not create conditions which may cause damage to the fields. If field conditions change during the permit period, the Director of Recreation & Leisure Services reserves the right to close the fields. Security deposit is fully refundable upon cancellation or no damage to the fields.

AGREEMENT OF UNDERSTANDING

I understand the rules and policies of the City of Clewiston and agree to abide by the stated guidelines. I understand any non-compliance may result in the revocation of existing permits, the loss of permits in the future, and loss of security deposit. I also understand non-compliance may result in the revocation of field privileges and/or a fee assessment for damages.

R Johnson
Signature of Organization Representative

Clewiston Cougars Football & Cheer
Organization

06/29/2026
Date

Director of Recreation & Leisure Services

Phone (863-983-1492) ext. 704 | Email:jeanie.orozco@clewiston-fl.gov | 110 W. Osceola Ave, Clewiston, FL 33440

Revised December 2025

CITY OF CLEWISTON PARKS & RECREATION DEPARTMENT

SUGARLAND PARK FIELD RESERVATION

Field Playability, Rules and Regulations

The Park Personnel will decide if the field is playable. This person will use common sense and good judgment in the decision to play. The soil must be firm and free of obstacles that could cause personal injury or field damage before play begins. Water can be broom-dried to remove puddles from infield to expedite play.

- All persons, if given permission to use a field, will abide by all and any directives from the City of Clewiston & Parks and Recreation Personnel.
- All teams and individuals given permission to use a field assume all responsibilities in regards to injury and/or accident and all liabilities, as per insurance requirements listed on Page 1 & 3.
- Permits must be kept with team while using field at all times.
- Teams and individuals given permission to use a field must use the field assigned.
- No exchanging of field permits with another team or individual is allowed.

Rain-outs Rescheduling Procedures

If you are rained out on a given night, you must contact Parks & Recreation Department within 24 hours or the next business day in order to receive a rain-date. A failure to contact this office within the allotted time will result in forfeiture of the rain-date. Rain dates will be scheduled on the same day of the week and the same time period, as your regularly scheduled play dates, unless a mutually agreed upon time and date is reserved. It will be added to your schedules accordingly. All attempts to schedule your rain-date for the earliest possible time will be made.

Parking

All parking must be in designated areas. No vehicles are permitted to park on grassy areas, behind backstops or along the side of fields. Any vehicle parked illegally will be tagged and/or towed at the discretion of the City Police Department.

By signing below, I agree to comply with the above stated rules and regulations concerning the use of the Ball Park Fields.

Signature: R Johnson Date: 06/29/2026

Phone (863-983-1492) ext. 704 | Email:jeanie.orozco@clewiston-fl.gov | 110 W. Osceola Ave, Clewiston, FL 33440

Revised December 2025

CITY OF CLEWISTON PARKS & RECREATION DEPARTMENT

SUGARLAND PARK FIELD RESERVATION

HOLD HARMLESS AGREEMENT

(Please type or print)

BETWEEN THE CITY OF CLEWISTON, FLORIDA AND Clewiston Cougars Football Cheer
(Applicant)

WITNESSETH:

1. In consideration of permission to use the public facility described below on the 29th day of, June 2026, the application does hereby covenant and agree to save and hold the City of Clewiston, its agents, servants and employees harmless from any and all liabilities of costs arising out of the described premises by the applicant, the applicant's invitees or other persons.
2. The facilities will be used for the following purpose and no other Football games. Number of persons expected to attend: 50-60
3. The applicant is: (check one) _____ An Individual ✓ Non-profit Organization _____A Profit Organization _____Other (describe)_____.

If applicant is an Association or Corporation, the undersigned certifies that the execution of the HOLD HARMLESS AGREEMENT has been duly authorized.

4. The applicant acknowledges that the permission to utilize the facilities is limited to the portion of the premises herein described (if applicable) and the permission to use the facility is valid only for the activity herein described. Not withstanding the foregoing, however, this HOLD HARMLESS AGREEMENT shall be applicable to any claim asserted against the City of Clewiston or any loss incurred arising out of the applicant's activity whether or not the same extends beyond the permitted type or locale of activity or occurs on a different date out of the applicant's activity whether or not the same extends beyond the permitted type or locale of activity or occurs on a different date than specified. The applicant further HOLDS HARMLESS, the City of Clewiston and its agents, from all liability or costs arising from any interaction or contact between the applicant and other applicants/activities taking place on municipal property, or arising from adjoining private property.

5. The applicant specifically agrees that this Indemnification and Hold Harmless Agreement shall include the responsibility to provide legal defense for the City of Clewiston for any suit arising out of the applicant's use of premises, and that should the applicant or the applicant's insurance carrier fail or refuse to provide such a defense, the applicant will reimburse the City of Clewiston for any costs incurred by it for any person or organization acting on its behalf.

Phone (863-983-1492) ext. 704 | Email:jeanie.orozco@clewiston-fl.gov | 110 W. Osceola Ave, Clewiston, FL 33440

SUGARLAND PARK FIELD RESERVATION

6. The undersigned is authorized to execute this HOLD HARMLESS AGREEMENT as the binding act of the applicant.

X R Johnson 06/29/2026

Signature of Applicant Date

X _____ _____

Signature of Witness Date

If you (the applicant) are a Corporation, Association or Company carrying Insurance, please complete the information below. The applicant has furnished the Certificate of Insurance described below as an additional inducement for the permission to use of the premises.

NAME OF INSURANCE CARRIER: Keen Battle Mead & Company

CERTIFICATE NUMBER: CL2591521915

LIMITS OF LIABILITY: Property Damage $300,000

Public Liability $1,000,000

A true copy of the Certificate of Insurance is attached. NOTE: Requires $1,000,000 per loss liability insurance for Special Events, subject to review and approval by the City of Clewiston. The following additional documents form a part of the agreement:

✓ **Rental Application Forms**

Phone (863-983-1492) ext. 704 | Email:jeanie.orozco@clewiston-fl.gov | 110 W. Osceola Ave, Clewiston, FL 33440

EVENT APPLICATION

City of Clewiston
115 W. Ventura Ave.
Clewiston, FL 33440

Telephone: (863) 983-1484
Fax : (863) 983-4055

INSTRUCTIONS: Applicant to submit Event Application and required fee to the City of Clewiston no less than four weeks before the event.

Date of Event: 08/01/2026-11/23/26	Applicant's Name: Robbiannia Johnson	Event: AYSO Soccer Games
Mailing Address: 2205 13th St.	City: Clewiston	State/Zip Code: FL 33440
Telephone No. 863-233-4628	Email Address: Rjohnson22217@gmail.com	Fax No.
Representative to Contact: Robbiannia Johnson	Telephone No: 863-233-4628	

Site/Facility for Event: Sugarland Park	Time Event Starts: 5:00	a.m.	(p.m.)	Will Street be Closed?	Yes	(No)	
Estimated No. of Attendance: 50-70	Time Event Ends: 9:00	a.m.	(p.m.)	Beginning Time:		a.m.	p.m.
				Ending Time:		a.m.	p.m.

Description of Event: will be soccer games at sugar land park- food vendors present

Will Food be Served?	(Yes)	No	Will Alcohol be Served?*	Yes	(No)	Are Dumpsters Needed?	Yes (No)
Is Electricity Needed?	(Yes)	No	*Minimum of (2) officers required** Officers x $35/$50 =	$		Mandatory Cleaning Fee *(Determined by type of Event):*	$
~~Any other City Service/Equipment Needed?~~ ~~*If Yes, explain:*~~				~~Yes~~	(No)	~~City Supervisors Needed?~~	~~Yes~~ (No)
						~~Supervisors @$20 per hour =~~	$

The premises shall not be used for any illegal, improper, or immoral purpose. Renter will promptly and fully observe and comply with requirements, rules, laws, and ordinances of all lawfully constituted governmental authorities in any manner affecting the premises herein and hereby rented. Two weeks cancellation notice is required. Facility and/or site plan to be attached to form.

Applicant's Signature: Rjohnson Date: 06/29/2026

Fees (to be completed by City representative):

Bldg/Site Rental:	Cleaning:	Security:	Supervisors:	Other:	Subtotal:	25% Deposit if applicable	TOTAL:
$	$	$	$	$	$	$	$

Remarks:

Date submitted to the City: **Date considered by City:**

CITY OF CLEWISTON
FINANCE DEPARTMENT
JUN 30 2026

Remarks:

Revised 10/17/11

***$35 Non-Alcohol / $50 Alcohol is served. Any teen event minimum of (4) officers required.**

RECEIVED

Clewiston Fire Department
East Hendry County
121 Central Avenue, Clewiston, FL 33440
Phone (863) 983-1500 **Fax (863) 983-1430**

Plan Submittal Requirements for Special Events

Upon application for a special event permit, a site plan is required. All required distances shall be indicated on the site plan. Permits shall be obtained and all requirements completed prior to a fire inspection.

1-Temporary tents and membrane structures must comply with the individual occupancy requirements for which the tent is being used (Example: mercantile, assembly, industrial, etc.)

2-All plans must include the following general items:

- Dates and hours of the event or usage period (must be located on the site plan or the floor plan)
- "Certificate of Fire Resistance" for the structure
- "Certificate of Fire Resistance" or flame spread documentation for all draperies, curtains, decorations, stage scenery, etc.
- Provide a notarized affidavit indicating that the wiring will comply with NFPA 70 and the name and license number of the electrician installing any electrical wiring in the tent.

3-All plans must include a separate FLOOR PLAN showing all, but not limited to, the following items:

- Locations of required number of exits, and exit capacity (width) based on occupant loads calculated by square footage.
- Dimensions of required aisles and seating row widths shall be accordance with the provisions of aisles and shall not be less than 44 inches in width. Seating row widths shall not be less than 12 inches. Rows shall be increased by 0.3 inch for every additional seat beyond 14, but the width need not be more than 22 inches. When more than 200 loose seats or folding chairs are used they shall be bonded together in groups of three or more.
- Locations of battery back-up exit signs. Exception: Non-illuminated exit signs may be used for events held during daylight hours only.
- Locations of emergency lighting fixtures. Exception: Emergency lighting can be omitted for events held during daylight hours only.
- Seating arrangements for table and chairs with distances between tables (if seating arrangements are provided).
- Location of bleacher/grandstand and their details (if bleachers are provided).

- Stage plan (including mobile stages) and location of egress points, including stair details, ramp details, handrail and guardrail details, etc. (if stage is provided).
- Location of fire extinguishers (1 for each 400 sq.ft. up to 1200 sq.ft., then one for each 1000 sq.ft. thereafter).
- Location of "NO SMOKING" signs

4-All plans must include a separate SITE PLAN including the following:

- Location of the tent in relation to all buildings or structures, roads, parking areas, storage containers, etc. (Minimum 20' separation required).
- Location of generator if applicable (minimum 20' from tent).
- Fire extinguishers are to have a minimum rating of 2A:10BC and be permanently mounted on a support member.

5-All plans submitted for SPARKLER SALES must also include the following:

- State sparkler certificate.
- Copy of state ID of applicant.

6-All cooking operations under a tent or membrane structure must comply with NFPA 1, chapter 50.

- Open or Exposed Flame– Open Flame or other devices emitting flame, fire or heat or any flammable or combustible liquid, gas, charcoal or other cooking device or any other unapproved devices shall not be permitted inside or located within 20 feet of the tent, canopy or membrane structures while open to the public unless approved by the fire department official.
- If approved by fire department official, cooking and heating equipment shall be vented to the outside air by approved means. Cooking and heating equipment shall not be located within 10 feet of an exit or combustible material. Outdoor cooking that produces sparks or grease-laden vapors shall be at least 20 feet from tents, canopies, and membrane structures. The warming of previously prepared food is not considered to be cooking and is exempt from these requirements.
- **Class K Portable Fire Extinguishers** - Concession stands or vendors with cooking operations that include deep fat fryers shall provide a Class K wet chemical extinguisher. A minimum 2A:10BC fire extinguisher shall also be provided.

7- **All Generators and power sources-** Generators and other internal combustion power sources shall be separated from tents, canopies, and temporary membrane structures by a minimum of 20 feet.

8-Fire Watch-

- All temporary assembly tents with an occupant load of greater than 300 may be required to provide Fire Watch for the duration of the event.
- All permits will be reviewed and may require a fire watch based on information from application and site visit, if appropriate.

Clewiston Fire Department
East Hendry County
121 Central Avenue, Clewiston, FL 33440
Phone (863) 983-1500 **Fax (863) 983-1430**

GENERAL INFORMATION SHEET
REGARDING SPECIAL EVENTS, CARNIVALS AND FAIRS

Special Event: An event whether indoors or outdoors, that is held on public property or streets, non-profit organization property or non-residential private property that can reasonably be expected to cause a public gathering that is not part of the normal course of business at the location.

Carnival: A mobile enterprise principally devoted to offering amusement or entertainment to the public in, upon or by means of portable amusement rides or devices or temporary structures in any number or combination, whether or not associated with other structures or forms of public attraction.

Fair: An enterprise principally devoted to the exhibition of products of agriculture or industry in connection with the operation of amusement rides or devices, or concession booths.

• A permit is required from the Fire Department to conduct a carnival or fair. ***NFPA 1: 1.12***

• A permit is required from the Fire Department for all tents over 200 square feet or canopies over 400 square feet in size, which are used on the premises. ***NFPA 1: 1.12***

• A permit is required from the Fire Department to conduct a parade. ***NFPA 1: 1.12***

• Tents and canopies described above are to be in compliance with ***NFPA 1, Chapter 25.***

• Size and location of the carnival or fair may require fire apparatus access roads. ***NFPA 1: 10.16.2***

• Fire extinguishers shall have a minimum rating of 2-A:10-B:C. Maximum travel distance to a portable fire extinguisher shall not exceed 75 feet. All fire extinguishers shall be serviced and tagged according to the State Fire Code. ***NFPA 1: 10.16.5 & 10.16.10.4***

• Electrical equipment and installation shall comply with the Electrical Code, and subject to approval by the Building Department. ***NFPA 1: 10.16.7***

• Concession stands utilized for cooking shall have a minimum of 10 feet of clearance on two sides and shall not be located within 10 feet of amusement rides or devices. ***NFPA 1: 10.16.8***

• A "K" rated dry chemical fire extinguisher shall be provided where deep-fat fryers are used. ***NFPA 1: 13.6.6.7.1***

• Internal combustion power sources shall have fuel tanks of adequate capacity to permit uninterrupted operation during normal operating hours. Refueling shall be conducted only when the ride is not in use. ***NFPA 1: 10.16.10.1 & 10.16.10.2***

• Internal combustion power sources shall be isolated from contact with the public by either physical guards, fencing or an enclosure. A minimum of one fire extinguisher with a rating of not less than 2-A:10-B:C shall be provided. ***NFPA 1: 10.16.10.3 & 10.16.10.4*** (This is in addition to the normally required fire extinguishers.)

• For reviewing stands, grandstands, bleachers and folding and telescoping seating see ***NFPA 1, Chapter 25.***

The items listed are general information only. Codes are subject to change. Additional requirements may apply.

Clewiston Fire Department
East Hendry County
121 Central Avenue, Clewiston, FL 33440
Phone (863) 983-1500 **Fax (863) 983-1430**

FIRE SAFETY PERMIT APPLICATION

A Fire Safety Permit is required for any gathering that takes place on public or private property, an event whether indoors or outdoors, that is held on public property or streets, non-profit organization property or non-residential private property that can reasonably be expected to cause a public gathering that is not part of the normal course of business at the location.

The Fire Safety permit application form must be completed and submitted not less than thirty (30) days in advance of the event.

REQUIREMENTS:

1. Completed application and non-refundable permit fee of $50.00.

2. Site plan of the event showing all temporary installations in relation to the surroundings. The site plan must show a detailed diagram of the event including the location of concession booths, portable toilets, dumpsters, public, emergency and accessible routes, parking, banners and signs, location of tents, stages, entertainment and orientation of loudspeakers, locations for electricity and water, and other relevant information.

3. If your event includes construction, electrical, plumbing or mechanical work, then the work must receive a final inspection prior to the commencement of the event. If the inspection must be completed after 3:00 p.m. Monday through Friday, over a weekend, or on a National Holiday, then the cost of each inspection will be $60.00 per hour per inspector (minimum 2 hours, if available). Please note that the specific contractor for the applicable inspection must be on-site at time of inspection. If not, the inspection will be cancelled.

The person or designee in charge of the event must be present at the event and remain at the location for the entire duration of the event.

FIRE SAFETY PERMIT APPLICATION

Title of Event: Clewiston AYSO Soccer Games

Date(s) of Event: 08/01/26 - 11/23/26 Estimated Attendance: 50 per day

Times of Event: 5pm to 9pm Set-up: 4:30pm Breakdown: 8:30pm

Event Location: Sugarland soccer fields

(Attach Site Diagram: Set-up sketch, staging items, food vendors, parking area, security, etc.)

SPECIFIC TYPE OF EVENT (Check all that apply):

☑ Athletic Event	☐ Business Event	☐ Celebrations	☑ Community Event
☐ Concert/Band	☐ Fair/Carnival	☐ Fireworks	☐ Fundraiser
☐ Grand Opening	☐ Parade	☐ Political Event	☐ Place of Worship
☐ Wedding	☐ Other _____		

Description of Event: soccer games - will include food vendor trucks to be available

Will Vendors be cooking or heating food? (Please read fire watch requirements for cooking.)

☑ Gas ☑ Electric ☐ Charcoal ☐ Other: Vendors have their own equipment

Will any of the following event staging items be used?

☐ Canopy(ies)	Quantity: N/A	Sizes(s) LxWxH:
☐ Stage(s)	Quantity:	Sizes(s) LxWxH:
☐ Tent(s)	Quantity:	Sizes(s) LxWxH:

Please attach:

1) **Structural information, anchoring details, flame certificates, etc.**
2) **A floor plan including seating arrangements, locations of means of egress, extinguishers and exit signs.**

Producing Organization/Entity: Clewiston AYSO

Contact Name: Robbiannia Johnson

Phone: 863-233-4628 Emergency contact: Robbiannia Johnson

(Please include a letter of permission from the property management/owner for this event if the applicant is not the responsible entity for the property at the location this event is scheduled. Events taking place on city or county property may require permission from the City Commission.)

APPLICANT INFORMATION:

Name (Please Print): Robbiannia Johnson Signature: RJohnson

Mailing Address: 2205 13th St. Clewiston, FL 33440

Phone: 863-233-4628 Cell: _____

Email: Rjohnson22217@gmail.com

SPECIAL EVENT PERMIT
HOLD HARMLESS AGREEMENT

I/We the undersigned, being of lawful age, by affixing my/our signatures hereto, do hereby agree to indemnify and to hold harmless the City of Clewiston, its officers, employees, elected officials and agents, from and against any and all liability claims, actions, causes of action, demands, rights, damages, cost, loss of service, expenses, and compensation for all negligence whether active or passive arising out of or in any way connected or related to soccer games at Sugarland Park to be held on 08/01/2026-11/23/2026

(Name of Event) *(Date of Event)*

Clewiston AYSO Soccer- Region 1267
Name of sponsoring Individual(s) or Organization/Group

2205 13th St. Clewiston, FL 33440
Address

863-233-4628 Rjohnson22217@gmail.com
Phone No. (include Area Code) Email Address

I understand by affixing my signature to this release, that I do assume all risks and waive defendant's negligence, including a release of heirs.

Furthermore, the undersigned hereby acknowledges receipt of the Special Event Permit Application and willingness to adhere to its provisions.

AUTHORIZED REPRESENTATIVE

(To be completed by individuals representing an Organization or Group)

I, Robbriannia Johnson, warrant that I have authority to bind Clewiston AYSO Soccer- 1267 to this Hold Harmless Agreement and by my signature hereon do so bind this individual/organization. By executing this waiver as an authorized representative you are hereby binding all of your organization/group's individuals participating in this event to this waiver and hereby assume responsibility for these individuals.

(Name of individual) *(Name of Organization/Group)*

RJohnson 06/29/2026
Signature Date

Signature Date

For Minors: (required for participants under the age of 18 at the time of the event)

This is to certify that I, as parent or legal guardian, have legal responsibility for this participant. I have read and understand the significance of this waiver and release and do consent and agree to his/her waiver, release and assumption of the risk as provided above.

Robbriannia Johnson
(Print Name of Parent/Legal Guardian)

RJohnson 06/29/2026
Signature Date

CITY OF CLEWISTON PARKS & RECREATION DEPARTMENT

SUGARLAND PARK FIELD RESERVATION

League/Organization Information (Please print all information)

Organization Name	Address	City/State/Zip
Clewiston AYSO Soccer		Clewiston, FL 33440

Contact Person	Phone Number	Fax Number
Rodrianna Johnson	863-2334628	

Description of Facility	Date / Time
Usage for practices/ games @ sugarland park	Date 08/01/26 - 11/23/2026 Time 4:30 PM - 9:00 PM *Attach schedule, if available

Fees (ALL payments are due at time of booking. Make check payable to the City of Clewiston) ***Rental fee can be waived for local non-profits (501c3) only by the City Commission**		
	***Rental** - $1,000 for season	$ 1,000
	$500 Security Deposit	$ 500
	TOTAL	$ 1500.00
	Requesting fees to be waived by City Commission? (Yes or No)	Yes

Team Insurance: ☐ Yes ☐ No Attach copy of Certificate of Insurance to this form.

All field use is by permit only unless an exception is made by the Director of Recreation & Leisure Services. Coaches are responsible for leaving fields, dugouts, and spectators' areas clean. Extra field maintenance for any play, tournament, or special event is considered a "billable" event. It is the responsibility of the user group to maintain a clean and safe concession. The Director of Recreation & Leisure Services is to be notified of all accidents/incidents requiring medical attention. Athletic fields can be used only when field conditions are deemed safe and when use will not create conditions which may cause damage to the fields. If field conditions change during the permit period, the Director of Recreation & Leisure Services reserves the right to close the fields. Security deposit is fully refundable upon cancellation or no damage to the fields.

AGREEMENT OF UNDERSTANDING

I understand the rules and policies of the City of Clewiston and agree to abide by the stated guidelines. I understand any non-compliance may result in the revocation of existing permits, the loss of permits in the future, and loss of security deposit. I also understand non-compliance may result in the revocation of field privileges and/or a fee assessment for damages.

R Johnson
Signature of Organization Representative

Clewiston AYSO - Region 1267
Organization

06/29/2026
Date

Director of Recreation & Leisure Services

Phone (863-983-1492) ext. 704 | Email:jeanie.orozco@clewiston-fl.gov | 110 W. Osceola Ave, Clewiston, FL 33440

Revised December 2025

CITY OF CLEWISTON PARKS & RECREATION DEPARTMENT

SUGARLAND PARK FIELD RESERVATION

Field Playability, Rules and Regulations

The Park Personnel will decide if the field is playable. This person will use common sense and good judgment in the decision to play. The soil must be firm and free of obstacles that could cause personal injury or field damage before play begins. Water can be broom-dried to remove puddles from infield to expedite play.

- All persons, if given permission to use a field, will abide by all and any directives from the City of Clewiston & Parks and Recreation Personnel.
- All teams and individuals given permission to use a field assume all responsibilities in regards to injury and/or accident and all liabilities, as per insurance requirements listed on Page 1 & 3.
- Permits must be kept with team while using field at all times.
- Teams and individuals given permission to use a field must use the field assigned.
- No exchanging of field permits with another team or individual is allowed.

Rain-outs Rescheduling Procedures

If you are rained out on a given night, you must contact Parks & Recreation Department within 24 hours or the next business day in order to receive a rain-date. A failure to contact this office within the allotted time will result in forfeiture of the rain-date. Rain dates will be scheduled on the same day of the week and the same time period, as your regularly scheduled play dates, unless a mutually agreed upon time and date is reserved. It will be added to your schedules accordingly. All attempts to schedule your rain-date for the earliest possible time will be made.

Parking

All parking must be in designated areas. No vehicles are permitted to park on grassy areas, behind backstops or along the side of fields. Any vehicle parked illegally will be tagged and/or towed at the discretion of the City Police Department.

By signing below, I agree to comply with the above stated rules and regulations concerning the use of the Ball Park Fields.

Signature: RJohnson Date: 06/29/2026

Phone (863-983-1492) ext. 704 | Email:jeanie.orozco@clewiston-fl.gov | 110 W. Osceola Ave, Clewiston, FL 33440

Revised December 2025

CITY OF CLEWISTON PARKS & RECREATION DEPARTMENT

SUGARLAND PARK FIELD RESERVATION

HOLD HARMLESS AGREEMENT

(Please type or print)

BETWEEN THE CITY OF CLEWISTON, FLORIDA AND Clewiston AYSO - Region 1267
(Applicant)

WITNESSETH:

1. In consideration of permission to use the public facility described below on the 29th day of, June 2026, the application does hereby covenant and agree to save and hold the City of Clewiston, its agents, servants and employees harmless from any and all liabilities of costs arising out of the described premises by the applicant, the applicant's invitees or other persons.
2. The facilities will be used for the following purpose and no other Soccer games. Number of persons expected to attend: 50-70
3. The applicant is: (check one) _____ An Individual ✓ Non-profit Organization _____A Profit Organization _____Other (describe)_____.

If applicant is an Association or Corporation, the undersigned certifies that the execution of the HOLD HARMLESS AGREEMENT has been duly authorized.

4. The applicant acknowledges that the permission to utilize the facilities is limited to the portion of the premises herein described (if applicable) and the permission to use the facility is valid only for the activity herein described. Not withstanding the foregoing, however, this HOLD HARMLESS AGREEMENT shall be applicable to any claim asserted against the City of Clewiston or any loss incurred arising out of the applicant's activity whether or not the same extends beyond the permitted type or locale of activity or occurs on a different date out of the applicant's activity whether or not the same extends beyond the permitted type or locale of activity or occurs on a different date than specified. The applicant further HOLDS HARMLESS, the City of Clewiston and its agents, from all liability or costs arising from any interaction or contact between the applicant and other applicants/activities taking place on municipal property, or arising from adjoining private property.

5. The applicant specifically agrees that this Indemnification and Hold Harmless Agreement shall include the responsibility to provide legal defense for the City of Clewiston for any suit arising out of the applicant's use of premises, and that should the applicant or the applicant's insurance carrier fail or refuse to provide such a defense, the applicant will reimburse the City of Clewiston for any costs incurred by it for any person or organization acting on its behalf.

Phone (863-983-1492) ext. 704 | Email:jeanie.orozco@clewiston-fl.gov | 110 W. Osceola Ave, Clewiston, FL 33440

SUGARLAND PARK FIELD RESERVATION

6. The undersigned is authorized to execute this HOLD HARMLESS AGREEMENT as the binding act of the applicant.

X C Johnson 06/29/2026

Signature of Applicant Date

X _____ _____

Signature of Witness Date

If you (the applicant) are a Corporation, Association or Company carrying Insurance, please complete the information below. The applicant has furnished the Certificate of Insurance described below as an additional inducement for the permission to use of the premises.

NAME OF INSURANCE CARRIER: _____

CERTIFICATE NUMBER: _____

LIMITS OF LIABILITY: Property Damage _____

Public Liability _____

A true copy of the Certificate of Insurance is attached. NOTE: Requires $1,000,000 per loss liability insurance for Special Events, subject to review and approval by the City of Clewiston. The following additional documents form a part of the agreement:

✓ **Rental Application Forms**

Clewiston AYSO

* Awaiting insurance info. will send ASAP *

Phone (863-983-1492) ext. 704 | Email:jeanie.orozco@clewiston-fl.gov | 110 W. Osceola Ave, Clewiston, FL 33440

Agenda Item Memorandum

TO: City Commission of the City of Clewiston

FROM: Christopher Cooper, Community Development Director

VIA: Danny Williams, City Manager

DATE: August 17, 2026

SUBJECT: Second Reading – **Ordinance No. 2026-04**, Floodplain Management Amendments

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Background:

The Florida Division of Emergency Management (FDEM) reviewed the City's current floodplain management regulations and recommended several amendments to maintain consistency with National Flood Insurance Program (NFIP) requirements and Community Rating System (CRS) standards. The proposed ordinance updates references to the current Flood Insurance Study, revises floodplain management definitions to align with state guidance, and modifies elevation requirements for certain manufactured homes located within Special Flood Hazard Areas.

The City currently participates in the NFIP and maintains a CRS Class 9 rating. Adoption of these amendments will assist the City in maintaining compliance with NFIP requirements and preserving CRS eligibility, which may provide flood insurance premium discounts to qualifying policyholders.

Fiscal Impact:

No direct fiscal impact is anticipated.

Recommendation:

Staff recommends approval of **Ordinance No. 2026-04** on second reading.

CITY OF CLEWISTON

ORDINANCE NO. 2026-04

AN ORDINANCE BY THE CITY OF CLEWISTON COMMISSION AMENDING THE CHAPTER 98 ARTICLE V FLOODPLAIN MANAGEMENT AND CHAPTER 18 BUILDINGS AND BUILDING REGULATIONS TO SPECIFY ELEVATION OF MANUFACTURED HOMES IN FLOOD HAZARD AREAS; TO REVISE THE EFFECTIVE DATE OF THE FLOOD INSURANCE STUDY; PROVIDING FOR APPLICABILITY AND SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Legislature of the State of Florida has, in **Chapter 166 – Municipalities**, Florida Statutes, conferred upon local governments the authority to adopt regulations designed to promote the public health, safety, and general welfare of its citizenry; and

WHEREAS, the **City Commission of the City of Clewiston, FL** participates in the National Flood Insurance Program and participates in the NFIP's Community Rating System, a voluntary incentive program that recognizes and encourages community floodplain management activities that exceed the minimum program requirements and achieved a CRS rating of Class 9, making citizens who purchase NFIP flood insurance policies eligible for premium discounts; and

WHEREAS, in 2020 the NFIP Community Rating System established certain minimum prerequisites for communities to qualify for or maintain class ratings of Class 8 or better; and

WHEREAS, to satisfy the prerequisite and for **City of Clewiston** to maintain the current CRS rating, all manufactured homes installed or replaced in special flood hazard areas must be elevated to or above at least the base flood elevation plus 1 foot, which necessitates modification of the existing requirements; and

WHEREAS, the **City of Clewiston Commission** determined that it is in the public interest to amend the floodplain management regulations to better protect manufactured homes and to continue participating in the Community Rating System at the current class rating.

WHEREAS, the **City of Clewiston** participates in the National Flood Insurance Program and the **City Commission of the City of Clewiston, FL** desires to continue to meet the requirements of Title 44 Code of Federal Regulations, Parts 59 and 60, necessary for such participation; and

WHEREAS, the **City of Clewiston Commission** has determined that it is in the public interest to amend its Flood Damage Prevention Ordinance to update the definition of Appeal, Market Value, and Start of Construction to be consistent with the guidance issued by the Florida Division of Emergency Management.

NOW, THEREFORE, BE IT ORDAINED by the **City Commission** of the **City of Clewiston, FL** that the **Chapter 98 Article V Floodplain Management and Chapter 18 Buildings and Building Regulations** are amended as set forth in the following amendments, as shown in ~~strikethrough~~ and underline format in Section 1 and Section 2.

SECTION 1. AMENDMENTS

The Chapter 98 Article V Floodplain Management, is hereby amended by the following amendments.

ARTICLE V. FLOODPLAIN MANAGEMENT

DIVISION 1. ADMINISTRATION

Sec. 98-109. General.

(a) *Title.* These regulations shall be known as the floodplain management ordinance of the city, hereinafter referred to as "this article."

(b) *Scope.* The provisions of this article shall apply to all development that is wholly within or partially within any flood hazard area, including but not limited to the subdivision of land; filling, grading, and other site improvements and utility installations; construction, alteration, remodeling, enlargement, improvement, replacement, repair, relocation or demolition of buildings, structures, and facilities that are exempt from the Florida Building Code; placement, installation, or replacement of manufactured homes and manufactured buildings; installation or replacement of tanks; placement of recreational vehicles; installation of swimming pools; and any other development.

(c) *Intent.* The purposes of this article and the flood load and flood resistant construction requirements of the Florida Building Code are to establish minimum requirements to safeguard the public health, safety, and general welfare and to minimize public and private losses due to flooding through regulation of development in flood hazard areas to:

(1) Minimize unnecessary disruption of commerce, access and public service during times of flooding;

(2) Require the use of appropriate construction practices in order to prevent or minimize future flood damage;

(3) Manage filling, grading, dredging, mining, paving, excavation, drilling operations, storage of equipment or materials, and other development which may increase flood damage or erosion potential;

(4) Manage the alteration of flood hazard areas, watercourses, and shorelines to minimize the impact of development on the natural and beneficial functions of the floodplain;

(5) Minimize damage to public and private facilities and utilities;

(6) Help maintain a stable tax base by providing for the sound use and development of flood hazard areas;

(7) Minimize the need for future expenditure of public funds for flood control projects and response to and recovery from flood events; and

(8) Meet the requirements of the National Flood Insurance Program for community participation as set forth in the 44 CFR 59.22.

(d) *Coordination with the Florida Building Code.* This article is intended to be administered and enforced in conjunction with the Florida Building Code. Where cited. ASCE 24 refers to the edition of the standard that is referenced by the Florida Building Code.

(e) *Warning.* The degree of flood protection required by this article and the Florida Building Code, as amended by this community, is considered the minimum reasonable for regulatory purposes and is based on scientific and engineering considerations. Larger floods can and will occur. Flood heights may be increased by manmade or natural causes. This article does not imply that land outside of mapped special flood hazard areas, or that uses permitted within such flood hazard areas, will be free from flooding or flood damage. The flood hazard areas and base flood elevations contained in the flood insurance study and shown on flood insurance rate maps and the requirements of 44 CFR 59 and 60 may be revised by the Federal Emergency Management Agency, requiring this community to revise these regulations to remain eligible for participation in the National Flood Insurance Program. No guaranty of vested use, existing use, or future use is implied or expressed by compliance with this article.

(f) *Disclaimer of liability.* This article shall not create liability on the part of the city commission or by any officer or employee thereof for any flood damage that results from reliance on this article or any administrative decision lawfully made thereunder.

(Ord. No. 2015-01, § 3(§ 101), 4-20-2015)

Sec. 98-110. Applicability.

(a) *General.* Where there is a conflict between a general requirement and a specific requirement, the specific requirement shall be applicable.

(b) *Areas to which this article applies.* This article shall apply to all flood hazard areas within the City of Clewiston, as established in subsection (c) of this section.

(c) *Basis for establishing flood hazard areas.* The Flood Insurance Study for Hendry County, Florida and Incorporated Areas dated ~~July 6, 2015~~ May 15, 2020, and all subsequent amendments and revisions, and the accompanying flood insurance rate maps (FIRM), and all subsequent amendments and revisions to such maps, are adopted by reference as a part of this article and shall serve as the minimum basis for establishing flood hazard areas. Studies and maps that establish flood hazard areas are on file at the City Hall, 115 West Ventura Ave., Clewiston, FL 33440.

(d) *Submission of additional data to establish flood hazard areas.* To establish flood hazard areas and base flood elevations, pursuant to section 98-113 of this article, the floodplain administrator may require submission of additional data. Where field surveyed topography prepared by a Florida licensed professional surveyor or digital topography accepted by the community indicates that ground elevations:

(1) Are below the closest applicable base flood elevation, even in areas not delineated as a special flood hazard area on a FIRM, the area shall be considered as flood hazard area and subject to the requirements of this article and, as applicable, the requirements of the Florida Building Code.

(2) Are above the closest applicable base flood elevation, the area shall be regulated as special flood hazard area unless the applicant obtains a letter of map change that removes the area from the special flood hazard area.

(e) *Other laws.* The provisions of this article shall not be deemed to nullify any provisions of local, state or federal law.

(f) *Abrogation and greater restrictions.* This article supersedes any ordinance in effect for management of development in flood hazard areas. However, it is not intended to repeal or abrogate any existing ordinances including but not limited to land development regulations, zoning ordinances, stormwater management regulations, or the Florida Building Code. In the event of a conflict between this article and any other ordinance, the more restrictive shall govern. This article shall not impair any deed restriction, covenant or easement, but any land that is subject to such interests shall also be governed by this article.

(g) *Interpretation.* In the interpretation and application of this article, all provisions shall be:

(1) Considered as minimum requirements;

(2) Liberally construed in favor of the governing body; and

(3) Deemed neither to limit nor repeal any other powers granted under state statutes.

(Ord. No. 2015-01, § 3(§ 102), 4-20-2015)

Sec. 98-111. Duties and powers of the floodplain administrator.

(a) *Designation.* The building official is designated as the floodplain administrator. The floodplain administrator may delegate performance of certain duties to other employees.

(b) *General.* The floodplain administrator is authorized and directed to administer and enforce the provisions of this article. The floodplain administrator shall have the authority to render interpretations of this article consistent with the intent and purpose of this article and may establish policies and procedures in order to clarify the application of its provisions. Such interpretations, policies, and procedures shall not have the effect of waiving requirements specifically provided in this article without the granting of a variance pursuant to section 98-115 of this article.

(c) *Applications and permits.* The floodplain administrator, in coordination with other pertinent offices of the community, shall:

(1) Review applications and plans to determine whether proposed new development will be located in flood hazard areas;

(2) Review applications for modification of any existing development in flood hazard areas for compliance with the requirements of this article;

(3) Interpret flood hazard area boundaries where such interpretation is necessary to determine the exact location of boundaries; a person contesting the determination shall have the opportunity to appeal the interpretation;

(4) Provide available flood elevation and flood hazard information;

(5) Determine whether additional flood hazard data shall be obtained from other sources or shall be developed by an applicant;

(6) Review applications to determine whether proposed development will be reasonably safe from flooding;

(7) Issue floodplain development permits or approvals for development other than buildings and structures that are subject to the Florida Building Code, including buildings, structures and facilities exempt from the Florida Building Code, when

compliance with this article is demonstrated, or disapprove the same in the event of noncompliance; and

(8) Coordinate with and provide comments to the building official to assure that applications, plan reviews, and inspections for buildings and structures in flood hazard areas comply with the applicable provisions of this article.

(d) *Substantial improvement and substantial damage determinations.* For applications for building permits to improve buildings and structures, including alterations, movement, enlargement, replacement, repair, change of occupancy, additions, rehabilitations, renovations, substantial improvements, repairs of substantial damage, and any other improvement of or work on such buildings and structures, the floodplain administrator, in coordination with the building official, shall:

(1) Estimate the market value, or require the applicant to obtain an appraisal of the market value prepared by a qualified independent appraiser, of the building or structure before the start of construction of the proposed work; in the case of repair, the market value of the building or structure shall be the market value before the damage occurred and before any repairs are made;

(2) Compare the cost to perform the improvement, the cost to repair a damaged building to its pre-damaged condition, or the combined costs of improvements and repairs, if applicable, to the market value of the building or structure;

(3) Determine and document whether the proposed work constitutes substantial improvement or repair of substantial damage; and

(4) Notify the applicant if it is determined that the work constitutes substantial improvement or repair of substantial damage and that compliance with the flood resistant construction requirements of the Florida Building Code and this article is required.

(e) *Modifications of the strict application of the requirements of the Florida Building Code.* The floodplain administrator shall review requests submitted to the building official that seek approval to modify the strict application of the flood load and flood resistant construction requirements of the Florida Building Code to determine whether such requests require the granting of a variance pursuant to section 98-115 of this article.

(f) *Notices and orders.* The floodplain administrator shall coordinate with appropriate local agencies for the issuance of all necessary notices or orders to ensure compliance with this article.

(g) *Inspections.* The floodplain administrator shall make the required inspections as specified in section 98-114 of this article for development that is not subject to the Florida Building Code, including buildings, structures and facilities exempt from the Florida Building Code. The floodplain administrator shall inspect flood hazard areas to determine if development is undertaken without issuance of a permit.

(h) *Other duties of the floodplain administrator.* The floodplain administrator shall have other duties, including but not limited to:

(1) Establish, in coordination with the building official, procedures for administering and documenting determinations of substantial improvement and substantial damage made pursuant to subsection (d) of this section;

(2) Require that applicants proposing alteration of a watercourse notify adjacent communities and the Florida Division of Emergency Management, State Floodplain

Management Office, and submit copies of such notifications to the Federal Emergency Management Agency (FEMA);

(3) Require applicants who submit hydrologic and hydraulic engineering analyses to support permit applications to submit to FEMA the data and information necessary to maintain the flood insurance rate maps if the analyses propose to change base flood elevations, flood hazard area boundaries, or floodway designations; such submissions shall be made within six months of such data becoming available;

(4) Review required design certifications and documentation of elevations specified by this article and the Florida Building Code and this article to determine that such certifications and documentations are complete; and

(5) Notify the Federal Emergency Management Agency when the corporate boundaries of the City of Clewiston are modified.

(i) *Floodplain management records.* Regardless of any limitation on the period required for retention of public records, the floodplain administrator shall maintain and permanently keep and make available for public inspection all records that are necessary for the administration of this article and the flood resistant construction requirements of the Florida Building Code, including flood insurance rate maps; letters of map change; records of issuance of permits and denial of permits; determinations of whether proposed work constitutes substantial improvement or repair of substantial damage; required design certifications and documentation of elevations specified by the Florida Building Code and this article; notifications to adjacent communities, FEMA, and the state related to alterations of watercourses; assurances that the flood carrying capacity of altered watercourses will be maintained; documentation related to appeals and variances, including justification for issuance or denial; and records of enforcement actions taken pursuant to this article and the flood resistant construction requirements of the Florida Building Code. These records shall be available for public inspection at City Hall, 115 West Ventura Ave., Clewiston, FL 33440.

(Ord. No. 2015-01, § 3(§ 103), 4-20-2015)

Sec. 98-112. Permits.

(a) *Permits required.* Any owner or owner's authorized agent (hereinafter "applicant") who intends to undertake any development activity within the scope of this article, including buildings, structures and facilities exempt from the Florida Building Code, which is wholly within or partially within any flood hazard area shall first make application to the floodplain administrator, and the building official if applicable, and shall obtain the required permit(s) and approval(s). No such permit or approval shall be issued until compliance with the requirements of this article and all other applicable codes and regulations has been satisfied.

(b) *Floodplain development permits or approvals.* Floodplain development permits or approvals shall be issued pursuant to this article for any development activities not subject to the requirements of the Florida Building Code. Including buildings, structures and facilities exempt from the Florida Building Code. Depending on the nature and extent of proposed development that includes a building or structure, the floodplain administrator may determine that a floodplain development permit or approval is required in addition to a building permit.

(c) *Buildings, structures and facilities exempt from the Florida Building Code.* Pursuant to the requirements of federal regulation for participation in the National Flood Insurance Program

(44 CFR 59 and 60), floodplain development permits or approvals shall be required for the following buildings, structures and facilities that are exempt from the Florida Building Code and any further exemptions provided by law, which are subject to the requirements of this article:

(1) Railroads and ancillary facilities associated with the railroad.

(2) Nonresidential farm buildings on farms, as provided in F.S. § 604.50.

(3) Temporary buildings or sheds used exclusively for construction purposes.

(4) Mobile or modular structures used as temporary offices.

(5) Those structures or facilities of electric utilities, as defined in F.S. § 366.02, which are directly involved in the generation, transmission, or distribution of electricity.

(6) Chickees constructed by the Miccosukee Tribe of Indians of Florida or the Seminole Tribe of Florida. As used in this subsection, the term "chickee" means an open-sided wooden hut that has a thatched roof of palm or palmetto or other traditional materials, and that does not incorporate any electrical, plumbing, or other non-wood features.

(7) Family mausoleums not exceeding 250 square feet in area which are prefabricated and assembled on site or preassembled and delivered on site and have walls, roofs, and a floor constructed of granite, marble, or reinforced concrete.

(8) Temporary housing provided by the department of corrections to any prisoner in the state correctional system.

(9) Structures identified in F.S. § 553.73(10)(k) are not exempt from the Florida Building Code if such structures are located in flood hazard areas established on flood insurance rate maps.

(d) *Application for a permit or approval.* To obtain a floodplain development permit or approval the applicant shall first file an application in writing on a form furnished by the community. The information provided shall:

(1) Identify and describe the development to be covered by the permit or approval.

(2) Describe the land on which the proposed development is to be conducted by legal description, street address or similar description that will readily identify and definitively locate the site.

(3) Indicate the use and occupancy for which the proposed development is intended.

(4) Be accompanied by a site plan or construction documents as specified in section 98-113 of this article.

5. State the valuation of the proposed work.

6. Be signed by the applicant or the applicant's authorized agent.

7. Give such other data and information as required by the floodplain administrator.

(e) *Validity of permit or approval.* The issuance of a floodplain development permit or approval pursuant to this article shall not be construed to be a permit for, or approval of, any violation of this article, the Florida Building Codes, or any other ordinance of this community. The issuance of permits based on submitted applications, construction documents, and information shall not prevent the floodplain administrator from requiring the correction of errors and omissions.

(f) *Expiration.* A floodplain development permit or approval shall become invalid unless the work authorized by such permit is commenced within 180 days after its issuance, or if the work authorized is suspended or abandoned for a period of 180 days after the work commences. Extensions for periods of not more than 180 days each shall be requested in writing and justifiable cause shall be demonstrated.

(g) *Suspension or revocation.* The floodplain administrator is authorized to suspend or revoke a floodplain development permit or approval if the permit was issued in error, on the basis of incorrect, inaccurate or incomplete information, or in violation of this article or any other ordinance, regulation or requirement of this community.

(h) *Other permits required.* Floodplain development permits and building permits shall include a condition that all other applicable state or federal permits be obtained before commencement of the permitted development, including but not limited to the following:

(1) The South Florida Water Management District; F.S. § 373.036.

(2) Florida Department of Health for on-site sewage treatment and disposal systems; F.S. § 381.0065 and F.A.C. ch. 64E-6.

(3) Florida Department of Environmental Protection for activities subject to the joint coastal permit; F.S. § 161.055.

(4) Florida Department of Environmental Protection for activities that affect wetlands and alter surface water flows, in conjunction with the U.S. Army Corps of Engineers; Section 404 of the Clean Water Act.

(5) Federal permits and approvals.

(Ord. No. 2015-01, § 3(§ 104), 4-20-2015)

Sec. 98-113. Site plans and construction documents.

(a) *Information for development in flood hazard areas.* The site plan or construction documents for any development subject to the requirements of this article shall be drawn to scale and shall include, as applicable to the proposed development:

(1) Delineation of flood hazard areas, floodway boundaries and flood zone(s), base flood elevation(s), and ground elevations if necessary for review of the proposed development.

(2) Where flood hazard areas, base flood elevations, or floodway data are not included on the FIRM or in the flood insurance study, they shall be established in accordance with subsection (b)(2) or (3) of this section.

(3) Where the parcel on which the proposed development will take place will have more than 50 lots or is larger than five acres and the base flood elevations are not included on the FIRM or in the flood insurance study, such elevations shall be established in accordance with subsection (b)(1) of this section.

(4) Location of the proposed activity and proposed structures, and locations of existing buildings and structures.

(5) Location, extent, amount, and proposed final grades of any filling, grading, or excavation.

(6) Where the placement of fill is proposed, the amount, type, and source of fill material; compaction specifications; a description of the intended purpose of the fill areas; and

evidence that the proposed fill areas are the minimum necessary to achieve the intended purpose.

(7) Existing and proposed alignment of any proposed alteration of a watercourse.

The floodplain administrator is authorized to waive the submission of site plans, construction documents, and other data that are required by this article but that are not required to be prepared by a registered design professional if it is found that the nature of the proposed development is such that the review of such submissions is not necessary to ascertain compliance with this article.

(b) *Information in flood hazard areas without base flood elevations (approximate Zone A).* Where flood hazard areas are delineated on the FIRM and base flood elevation data have not been provided, the floodplain administrator shall:

(1) Require the applicant to include base flood elevation data prepared in accordance with currently accepted engineering practices.

(2) Obtain, review, and provide to applicants base flood elevation and floodway data available from a federal or state agency or other source or require the applicant to obtain and use base flood elevation and floodway data available from a federal or state agency or other source.

(3) Where base flood elevation and floodway data are not available from another source, where the available data are deemed by the floodplain administrator to not reasonably reflect flooding conditions, or where the available data are known to be scientifically or technically incorrect or otherwise inadequate:

a. Require the applicant to include base flood elevation data prepared in accordance with currently accepted engineering practices; or

b. Specify that the base flood elevation is two feet above the highest adjacent grade at the location of the development, provided there is no evidence indicating flood depths have been or may be greater than two feet.

(4) Where the base flood elevation data are to be used to support a letter of map change from FEMA, advise the applicant that the analyses shall be prepared by a Florida licensed engineer in a format required by FEMA, and that it shall be the responsibility of the applicant to satisfy the submittal requirements and pay the processing fees.

(c) *Additional analyses and certifications.* As applicable to the location and nature of the proposed development activity, and in addition to the requirements of this section, the applicant shall have the following analyses signed and sealed by a Florida licensed engineer for submission with the site plan and construction documents:

(1) For development activities proposed to be located in a regulatory floodway, a floodway encroachment analysis that demonstrates that the encroachment of the proposed development will not cause any increase in base flood elevations; where the applicant proposes to undertake development activities that do increase base flood elevations, the applicant shall submit such analysis to FEMA as specified in subsection (d) of this section and shall submit the conditional letter of map revision, if issued by FEMA, with the site plan and construction documents.

(2) For development activities proposed to be located in a riverine flood hazard area for which base flood elevations are included in the flood insurance study or on the FIRM and floodways have not been designated, hydrologic and hydraulic analyses that demonstrate that the cumulative effect of the proposed development, when combined

with all other existing and anticipated flood hazard area encroachments, will not increase the base flood elevation more than one foot at any point within the community. This requirement does not apply in isolated flood hazard areas not connected to a riverine flood hazard area or in flood hazard areas identified as Zone AO or Zone AH.

(3) For alteration of a watercourse, an engineering analysis prepared in accordance with standard engineering practices which demonstrates that the flood-carrying capacity of the altered or relocated portion of the watercourse will not be decreased, and certification that the altered watercourse shall be maintained in a manner which preserves the channel's flood-carrying capacity; the applicant shall submit the analysis to FEMA as specified in subsection (d) of this section.

(d) *Submission of additional data.* When additional hydrologic, hydraulic or other engineering data, studies, and additional analyses are submitted to support an application, the applicant has the right to seek a letter of map change from FEMA to change the base flood elevations, change floodway boundaries, or change boundaries of flood hazard areas shown on FIRMs, and to submit such data to FEMA for such purposes. The analyses shall be prepared by a Florida licensed engineer in a format required by FEMA. Submittal requirements and processing fees shall be the responsibility of the applicant.

(Ord. No. 2015-01, § 3(§ 105), 4-20-2015)

Sec. 98-114. Inspections.

(a) *General.* Development for which a floodplain development permit or approval is required shall be subject to inspection.

(b) *Development other than buildings and structures.* The floodplain administrator shall inspect all development to determine compliance with the requirements of this article and the conditions of issued floodplain development permits or approvals.

(c) *Buildings, structures and facilities exempt from the Florida Building Code.* The floodplain administrator shall inspect buildings, structures and facilities exempt from the Florida Building Code to determine compliance with the requirements of this article and the conditions of issued floodplain development permits or approvals.

(1) *Buildings, structures and facilities exempt from the Florida Building Code, lowest floor inspection.* Upon placement of the lowest floor, including basement, and prior to further vertical construction, the owner of a building, structure or facility exempt from the Florida Building Code, or the owner's authorized agent, shall submit to the floodplain administrator.

a. If a design flood elevation was used to determine the required elevation of the lowest floor, the certification of elevation of the lowest floor prepared and sealed by a Florida licensed professional surveyor; or

b. If the elevation used to determine the required elevation of the lowest floor was determined in accordance with section 98-113(b)(3)b. of this article, the documentation of height of the lowest floor above highest adjacent grade, prepared by the owner or the owner's authorized agent.

(2) *Buildings, structures and facilities exempt from the Florida Building Code, final inspection.* As part of the final inspection, the owner or owner's authorized agent shall submit to the floodplain administrator a final certification of elevation of the lowest floor or final documentation of the height of the lowest floor above the highest adjacent

grade; such certifications and documentations shall be prepared as specified in subsection (c)(1) of this section.

(d) *Manufactured homes.* The floodplain administrator shall inspect manufactured homes that are installed or replaced in flood hazard areas to determine compliance with the requirements of this article and the conditions of the issued permit. Upon placement of a manufactured home, certification of the elevation of the lowest floor shall be submitted to the floodplain administrator.

(Ord. No. 2015-01, § 3(§ 106), 4-20-2015)

Sec. 98-115. Variances and appeals.

(a) *General.* The planning and zoning board shall hear and decide on requests for appeals and requests for variances from the strict application of this article. Pursuant to F.S. § 553.73(5), the planning and zoning board shall hear and decide on requests for appeals and requests for variances from the strict application of the flood resistant construction requirements of the Florida Building Code.

(b) *Appeals.* The planning and zoning board shall hear and decide appeals when it is alleged there is an error in any requirement, decision, or determination made by the floodplain administrator in the administration and enforcement of this article. Any person aggrieved by the decision of the planning and zoning board may appeal such decision to the circuit court, as provided by Florida Statutes.

(c) *Limitations on authority to grant variances.* The planning and zoning board shall base its decisions on variances on technical justifications submitted by applicants, the considerations for issuance in subsection (g) of this section, the conditions of issuance set forth in subsection (h) of this section, and the comments and recommendations of the floodplain administrator and the building official. The planning and zoning board has the right to attach such conditions as it deems necessary to further the purposes and objectives of this article.

(d) *Restrictions in floodways.* A variance shall not be issued for any proposed development in a floodway if any increase in base flood elevations would result, as evidenced by the applicable analyses and certifications required in section 98-113(c) of this article.

(e) *Historic buildings.* A variance is authorized to be issued for the repair, improvement, or rehabilitation of a historic building that is determined eligible for the exception to the flood resistant construction requirements of the Florida Building Code, Existing Building, Chapter ~~11~~ 12 Historic Buildings, upon a determination that the proposed repair, improvement, or rehabilitation will not preclude the building's continued designation as a historic building and the variance is the minimum necessary to preserve the historic character and design of the building. If the proposed work precludes the building's continued designation as a historic building, a variance shall not be granted and the building and any repair, improvement, and rehabilitation shall be subject to the requirements of the Florida Building Code.

(f) *Functionally dependent uses.* A variance is authorized to be issued for the construction or substantial improvement necessary for the conduct of a functionally dependent use, as defined in this article, provided the variance meets the requirements of subsection (d) of this section, is the minimum necessary considering the flood hazard, and all due consideration has been given to use of methods and materials that minimize flood damage during occurrence of the base flood.

(g) *Considerations for issuance of variances.* In reviewing requests for variances, the planning and zoning board shall consider all technical evaluations, all relevant factors, all other applicable provisions of the Florida Building Code, this article, and the following:

(1) The danger that materials and debris may be swept onto other lands resulting in further injury or damage;

(2) The danger to life and property due to flooding or erosion damage;

(3) The susceptibility of the proposed development, including contents, to flood damage and the effect of such damage on current and future owners;

(4) The importance of the services provided by the proposed development to the community;

(5) The availability of alternate locations for the proposed development that are subject to lower risk of flooding or erosion;

(6) The compatibility of the proposed development with existing and anticipated development;

(7) The relationship of the proposed development to the comprehensive plan and floodplain management program for the area;

(8) The safety of access to the property in times of flooding for ordinary and emergency vehicles;

(9) The expected heights, velocity, duration, rate of rise and debris and sediment transport of the floodwaters and the effects of wave action, if applicable, expected at the site; and

(10) The costs of providing governmental services during and after flood conditions including maintenance and repair of public utilities and facilities such as sewer, gas, electrical and water systems, streets and bridges.

(h) *Conditions for issuance of variances.* Variances shall be issued only upon:

1. Submission by the applicant, of a showing of good and sufficient cause that the unique characteristics of the size, configuration, or topography of the site limit compliance with any provision of this article or the required elevation standards;

2. Determination by the planning and zoning board that:

   a. Failure to grant the variance would result in exceptional hardship due to the physical characteristics of the land that render the lot undevelopable; increased costs to satisfy the requirements or inconvenience do not constitute hardship;

   b. The granting of a variance will not result in increased flood heights, additional threats to public safety, extraordinary public expense, nor create nuisances, cause fraud on or victimization of the public or conflict with existing local laws and ordinances; and

   c. The variance is the minimum necessary, considering the flood hazard, to afford relief;

3. Receipt of a signed statement by the applicant that the variance, if granted, shall be recorded in the office of the clerk of the court in such a manner that it appears in the chain of title of the affected parcel of land; and

4. If the request is for a variance to allow construction of the lowest floor of a new building, or substantial improvement of a building, below the required elevation, a copy in the record of a written notice from the floodplain administrator to the applicant for the variance, specifying the difference between the base flood elevation and the proposed elevation of the lowest floor, stating that the cost of federal flood insurance will be commensurate with the increased risk resulting from the reduced floor elevation (up to amounts as high as $25.00 for $100.00 of insurance coverage), and stating that construction below the base flood elevation increases risks to life and property.

(Ord. No. 2015-01, § 3(§ 107), 4-20-2015)

Sec. 98-116. Violations.

(a) *Violations.* Any development that is not within the scope of the Florida Building Code but that is regulated by this article that is performed without an issued permit, that is in conflict with an issued permit, or that does not fully comply with this article, shall be deemed a violation of this article. A building or structure without the documentation of elevation of the lowest floor, other required design certifications, or other evidence of compliance required by this article or the Florida Building Code is presumed to be a violation until such time as that documentation is provided.

(b) *Authority.* For development that is not within the scope of the Florida Building Code but that is regulated by this article and that is determined to be a violation, the floodplain administrator is authorized to serve notices of violation or stop work orders to owners of the property involved, to the owner's agent, or to the person or persons performing the work.

(c) *Unlawful continuance.* Any person who shall continue any work after having been served with a notice of violation or a stop work order, except such work as that person is directed to perform to remove or remedy a violation or unsafe condition, shall be subject to penalties as prescribed by law.

(Ord. No. 2015-01, § 3(§ 108), 4-20-2015)

DIVISION 2. DEFINITIONS

Sec. 98-117. General.

(a) *Scope.* Unless otherwise expressly stated, the following words and terms shall, for the purposes of this article, have the meanings shown in this section.

(b) *Terms defined in the Florida Building Code.* Where terms are not defined in this article and are defined in the Florida Building Code, such terms shall have the meanings ascribed to them in that code.

(c) *Terms not defined.* Where terms are not defined in this article or the Florida Building Code, such terms shall have ordinarily accepted meanings such as the context implies.

(Ord. No. 2015-01, § 3(§ 201), 4-20-2015)

Sec. 98-118. Definitions.

[The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:]

Alteration of a watercourse. A dam, impoundment, channel relocation, change in channel alignment, channelization, or change in cross-sectional area of the channel or the channel capacity, or any other form of modification which may alter, impede, retard or change the direction and/or velocity of the riverine flow of water during conditions of the base flood.

Appeal. A request for a review of the floodplain administrator's interpretation of any provision of this article ~~or a request for a variance~~.

ASCE 24. A standard titled *Flood Resistant Design and Construction* that is referenced by the Florida Building Code. ASCE 24 is developed and published by the American Society of Civil Engineers, Reston, VA.

Base flood. A flood having a one percent chance of being equaled or exceeded in any given year. (Also defined in FBC, B, Section 1612.2.) The base flood is commonly referred to as the "100-year flood" or the "one-percent-annual chance flood."

Base flood elevation. The elevation of the base flood, including wave height, relative to the National Geodetic Vertical Datum (NGVD), North American Vertical Datum (NAVD) or other datum specified on the flood insurance rate map (FIRM). (Also defined in FBC, B, Section 1612.2.)

Basement. The portion of a building having its floor subgrade (below ground level) on all sides. (Also defined in FBC, B, Section 1612.2.)

Design flood. The flood associated with the greater of the following two areas: (Also defined in FBC, B, Section 1612.2.)

(1) Area with a floodplain subject to a one percent or greater chance of flooding in any year; or

(2) Area designated as a flood hazard area on the community's flood hazard map, or otherwise legally designated.

Design flood elevation. The elevation of the "design flood," including wave height, relative to the datum specified on the community's legally designated flood hazard map. In areas designated as Zone AO, the design flood elevation shall be the elevation of the highest existing grade of the building's perimeter plus the depth number (in feet) specified on the flood hazard map. In areas designated as Zone AO where the depth number is not specified on the map, the depth number shall be taken as being equal to two feet. (Also defined in FBC, B, Section 1612.2.)

Development. Any manmade change to improved or unimproved real estate, including but not limited to, buildings or other structures, tanks, temporary structures, temporary or permanent storage of equipment or materials, mining, dredging, filling, grading, paving, excavations, drilling operations or any other land disturbing activities.

Encroachment. The placement of fill, excavation, buildings, permanent structures or other development into a flood hazard area which may impede or alter the flow capacity of riverine flood hazard areas.

Existing building and existing structure. Any buildings and structures for which the "start of construction" commenced before March 15, 1977. (Also defined in FBC, B, Section 1612.2.)

~~*Existing manufactured home park or subdivision.* A manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including, at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed before March 15, 1977.~~

~~*Expansion to an existing manufactured home park or subdivision.* The preparation of additional sites by the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads).~~

Federal Emergency Management Agency (FEMA). The federal agency that, in addition to carrying out other functions, administers the National Flood Insurance Program.

Flood or *flooding.* A general and temporary condition of partial or complete inundation of normally dry land from: (Also defined in FBC, B, Section 1612.2.)

(1) The overflow of inland or tidal waters.

(2) The unusual and rapid accumulation or runoff of surface waters from any source.

Flood damage-resistant materials. Any construction material capable of withstanding direct and prolonged contact with floodwaters without sustaining any damage that requires more than cosmetic repair. (Also defined in FBC, B, Section 1612.2.)

Flood hazard area. The greater of the following two areas: (Also defined in FBC, B, Section 1612.2.)

(1) The area within a floodplain subject to a one percent or greater chance of flooding in any year.

(2) The area designated as a flood hazard area on the community's flood hazard map, or otherwise legally designated.

Flood insurance rate map (FIRM). The official map of the community on which the Federal Emergency Management Agency has delineated both special flood hazard areas and the risk premium zones applicable to the community. (Also defined in FBC, B, Section 1612.2.)

Flood insurance study (FIS). The official report provided by the Federal Emergency Management Agency that contains the flood insurance rate map, the flood boundary and floodway map (if applicable), the water surface elevations of the base flood, and supporting technical data. (Also defined in FBC, B, Section 1612.2.)

Floodplain administrator. The office or position designated and charged with the administration and enforcement of this article (may be referred to as the floodplain manager).

Floodplain development permit or approval. An official document or certificate issued by the community, or other evidence of approval or concurrence, which authorizes performance of specific development activities that are located in flood hazard areas and that are determined to be compliant with this article.

Floodway. The channel of a river or other riverine watercourse and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than one foot. (Also defined in FBC, B, Section 1612.2.)

Floodway encroachment analysis. An engineering analysis of the impact that a proposed encroachment into a floodway is expected to have on the floodway boundaries and base flood elevations; the evaluation shall be prepared by a qualified Florida licensed engineer using standard engineering methods and models.

Florida Building Code. The family of codes adopted by the Florida Building Commission, including: Florida Building Code, Building; Florida Building Code, Residential; Florida Building Code, Existing Building; Florida Building Code, Mechanical; Florida Building Code, Plumbing; Florida Building Code, Fuel Gas.

Functionally dependent use. A use which cannot perform its intended purpose unless it is located or carried out in close proximity to water, including only docking facilities, port facilities that are necessary for the loading and unloading of cargo or passengers, and ship building and ship repair facilities; the term does not include long-term storage or related manufacturing facilities.

Highest adjacent grade. The highest natural elevation of the ground surface prior to construction next to the proposed walls or foundation of a structure.

Historic structure. Any structure that is determined eligible for the exception to the flood hazard area requirements of the Florida Building Code, Existing Building, Chapter ~~11~~ 12 Historic Buildings.

Letter of map change (LOMC). An official determination issued by FEMA that amends or revises an effective flood insurance rate map or flood insurance study. Letters of map change include:

(1) *Letter of map amendment (LOMA):* An amendment based on technical data showing that a property was incorrectly included in a designated special flood hazard area. A LOMA amends the current effective flood insurance rate map and establishes that a specific property, portion of a property, or structure is not located in a special flood hazard area.

(2) *Letter of map revision (LOMR):* A revision based on technical data that may show changes to flood zones, flood elevations, special flood hazard area boundaries and floodway delineations, and other planimetric features.

(3) *Letter of map revision based on fill (LOMR-F):* A determination that a structure or parcel of land has been elevated by fill above the base flood elevation and is, therefore, no longer located within the special flood hazard area. In order to qualify for this determination, the fill must have been permitted and placed in accordance with the community's floodplain management regulations.

(4) *Conditional letter of map revision (CLOMR):* A formal review and comment as to whether a proposed flood protection project or other project complies with the minimum NFIP requirements for such projects with respect to delineation of special flood hazard areas. A CLOMR does not revise the effective flood insurance rate map or flood insurance study; upon submission and approval of certified as-built documentation, a letter of map revision may be issued by FEMA to revise the effective FIRM.

Light-duty truck. As defined in 40 CFR 86.082-2, any motor vehicle rated at 8.500 pounds gross vehicular weight rating or less which has a vehicular curb weight of 6,000 pounds or less and which has a basic vehicle frontal area of 45 square feet or less, which is:

(1) Designed primarily for purposes of transportation of property or is a derivation of such a vehicle;

(2) Designed primarily for transportation of persons and has a capacity of more than 12 persons; or

(3) Available with special features enabling off-street or off-highway operation and use.

Lowest floor. The lowest floor of the lowest enclosed area of a building or structure, including basement, but excluding any unfinished or flood-resistant enclosure, other than a basement, usable solely for vehicle parking, building access or limited storage provided that such enclosure is not built so as to render the structure in violation of the non-elevation

requirements of the Florida Building Code or ASCE 24. (Also defined in FBC, B, Section 1612.2.)

Manufactured home. A structure, transportable in one or more sections, which is eight feet or more in width and greater than 400 square feet, and which is built on a permanent, integral chassis and is designed for use with or without a permanent foundation when attached to the required utilities. The term "manufactured home" does not include a "recreational vehicle" or "park trailer." (Also defined in 15C-1.0101, F.A.C.)

Manufactured home park or subdivision. A parcel (or contiguous parcels) of land divided into two or more manufactured home lots for rent or sale.

Market value. ~~The price at which a property will change hands between a willing buyer and a willing seller, neither party being under compulsion to buy or sell and both having reasonable knowledge of relevant facts. As used in this article, the term refers to the market~~ The value of buildings and structures, excluding the land and other improvements on the parcel. Market value ~~may be established by a qualified independent appraiser,~~ is the actual cash value (in-kind replacement cost depreciated for age, wear and tear, neglect, and quality of construction) determined by a qualified independent appraiser, or tax assessment value adjusted to approximate market value by a factor provided by the county property appraiser.

New construction. For the purposes of administration of this article and the flood resistant construction requirements of the Florida Building Code, structures for which the "start of construction" commenced on or after March 15, 1977 and includes any subsequent improvements to such structures.

~~*New manufactured home park or subdivision.* A manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed on or after March 15, 1977.~~

Park trailer. A transportable unit which has a body width not exceeding 14 feet and which is built on a single chassis and is designed to provide seasonal or temporary living quarters when connected to utilities necessary for operation of installed fixtures and appliances. (Defined in F.S. § 320.01.)

Recreational vehicle. A vehicle, including a park trailer, which is: (See F.S. § 320.01.)

(1) Built on a single chassis;

(2) Four hundred square feet or less when measured at the largest horizontal projection;

(3) Designed to be self-propelled or permanently towable by a light-duty truck; and

(4) Designed primarily not for use as a permanent dwelling but as temporary living quarters for recreational, camping, travel, or seasonal use.

Special flood hazard area. An area in the floodplain subject to a 1 percent or greater chance of flooding in any given year. Special flood hazard areas are shown on FIRMs as Zone A, AO, A1-A30, AE, A99, AH, V1-V30, VE or V. (Also defined in FBC, B Section 1612.2.)

Start of construction. The date of issuance of permits for new construction and substantial improvements ~~to existing structures~~, provided the actual start of construction, repair, reconstruction, rehabilitation, addition, placement, or other improvement is within 180 days of the date of the issuance. The actual start of construction means either the first placement of permanent construction of a building (including a manufactured home) on a site, such as the pouring of slab or footings, the installation of piles, the construction of columns.

Permanent construction does not include land preparation (such as clearing, grading, or filling), the installation of streets or walkways, excavation for a basement, footings, piers, or foundations, the erection of temporary forms or the installation of accessory buildings such as garages or sheds not occupied as dwelling units or not part of the main buildings. For a substantial improvement, the actual "start of construction" means the first alteration of any wall, ceiling, floor or other structural part of a building, whether or not that alteration affects the external dimensions of the building. (Also defined in FBC, B, Section 1612.2.)

Substantial damage. Damage of any origin sustained by a building or structure whereby the cost of restoring the building or structure to its before-damaged condition would equal or exceed 50 percent of the market value of the building or structure before the damage occurred. (Also defined in FBC, B, Section 1612.2.)

Substantial improvement. Any repair, reconstruction, rehabilitation, addition, or other improvement of a building or structure, the cost of which equals or exceeds 50 percent of the market value of the building or structure before the improvement or repair is started. If the structure has incurred "substantial damage," any repairs are considered substantial improvement regardless of the actual repair work performed. The term does not, however, include either (Also defined in FBC, B, Section 1612.2.)

(1) Any project for improvement of a building required to correct existing health, sanitary, or safety code violations identified by the building official and that are the minimum necessary to assure safe living conditions.

(2) Any alteration of a historic structure provided the alteration will not preclude the structure's continued designation as a historic structure and the alteration is approved by variance issued pursuant to section 98-115 of this article.

Variance. A grant of relief from the requirements of this article, or the flood resistant construction requirements of the Florida Building Code, which permits construction in a manner that would not otherwise be permitted by this article or the Florida Building Code.

Watercourse. A river, creek, stream, channel or other topographic feature in, on, through, or over which water flows at least periodically.

(Ord. No. 2015-01, § 3(§ 202), 4-20-2015)

DIVISION 3. FLOOD RESISTANT DEVELOPMENT

Sec. 98-119. Buildings and structures.

Design and construction of buildings, structures and facilities exempt from the Florida Building Code. Pursuant to section 98-112(c) of this article, buildings, structures, and facilities that are exempt from the Florida Building Code, including substantial improvement or repair of substantial damage of such buildings, structures and facilities, shall be designed and constructed in accordance with the flood load and flood resistant construction requirements of ASCE 24. Structures exempt from the Florida Building Code that are not walled and roofed buildings shall comply with the requirements of section 98-125 of this article.

(Ord. No. 2015-01, § 3(§ 301), 4-20-2015)

Sec. 98-120. Subdivisions.

(a) *Minimum requirements.* Subdivision proposals, including proposals for manufactured home parks and subdivisions, shall be reviewed to determine that:

(1) Such proposals are consistent with the need to minimize flood damage and will be reasonably safe from flooding;

(2) All public utilities and facilities such as sewer, gas, electric, communications, and water systems are located and constructed to minimize or eliminate flood damage; and

(3) Adequate drainage is provided to reduce exposure to flood hazards; in Zones AH and AO, adequate drainage paths shall be provided to guide floodwaters around and away from proposed structures.

(b) *Subdivision plats.* Where any portion of proposed subdivisions, including manufactured home parks and subdivisions, lies within a flood hazard area, the following shall be required:

(1) Delineation of flood hazard areas, floodway boundaries and flood zones, and design flood elevations, as appropriate, shall be shown on preliminary plats;

(2) Where the subdivision has more than 50 lots or is larger than five acres and base flood elevations are not included on the FIRM, the base flood elevations determined in accordance with section 98-113(b)(1) of this article; and

~~3.~~(3) Compliance with the site improvement and utilities requirements of section 98-121 of this article.

(Ord. No. 2015-01, § 3(§ 302), 4-20-2015)

Sec. 98-121. Site improvements, utilities and limitations.

(a) *Minimum requirements.* All proposed new development shall be reviewed to determine that:

(1) Such proposals are consistent with the need to minimize flood damage and will be reasonably safe from flooding;

(2) All public utilities and facilities such as sewer, gas, electric, communications, and water systems are located and constructed to minimize or eliminate flood damage; and

(3) Adequate drainage is provided to reduce exposure to flood hazards; in Zones AH and AO, adequate drainage paths shall be provided to guide floodwaters around and away from proposed structures.

(b) *Sanitary sewage facilities.* All new and replacement sanitary sewage facilities, private sewage treatment plants (including all pumping stations and collector systems), and on-site waste disposal systems shall be designed in accordance with the standards for on-site sewage treatment and disposal systems in F.A.C. ch. 64E-6 and ASCE 24 Chapter 7 to minimize or eliminate infiltration of floodwaters into the facilities and discharge from the facilities into flood waters, and impairment of the facilities and systems.

(c) *Water supply facilities.* All new and replacement water supply facilities shall be designed in accordance with the water well construction standards in F.A.C. ch. 62-532.500 and ASCE 24 Chapter 7 to minimize or eliminate infiltration of floodwaters into the systems.

(d) *Limitations on sites in regulatory floodways.* No development, including but not limited to site improvements, and land disturbing activity involving fill or regrading, shall be authorized in the regulatory floodway unless the floodway encroachment analysis required

in section 98-113(c)(1) of this article demonstrates that the proposed development or land disturbing activity will not result in any increase in the base flood elevation.

(e) *Limitations on placement of fill.* Subject to the limitations of this article, fill shall be designed to be stable under conditions of flooding including rapid rise and rapid drawdown of floodwaters, prolonged inundation, and protection against flood-related erosion and scour. In addition to these requirements, if intended to support buildings and structures (Zone A only), fill shall comply with the requirements of the Florida Building Code.

(Ord. No. 2015-01, § 3(§ 303), 4-20-2015)

Sec. 98-122. Manufactured homes.

(a) *General.* All manufactured homes installed in flood hazard areas shall be installed by an installer that is licensed pursuant to F.S. § 320.8249, and shall comply with the requirements of F.A.C. ch. 15C-1 and the requirements of this article.

(b) *Foundations.* All new manufactured homes and replacement manufactured homes installed in flood hazard areas shall be installed on permanent, reinforced foundations that are designed in accordance with the foundation requirements of the Florida Building Code, Residential, Section R322.2 and this article.

(c) *Anchoring.* All new manufactured homes and replacement manufactured homes shall be installed using methods and practices which minimize flood damage and shall be securely anchored to an adequately anchored foundation system to resist flotation, collapse or lateral movement. Methods of anchoring include, but are not limited to, use of over-the-too or frame ties to around anchors. This anchoring requirement is in addition to applicable state and local anchoring requirements for wind resistance.

(d) *Elevation.* All manufactured homes that are placed, replaced, or substantially improved in flood hazard areas shall be elevated such that the bottom of the frame is at or above the elevation required in the *Florida Building Code, Residential* Section R3222.2 (Zone A). ~~Manufactured homes that are placed, replaced, or substantially improved shall comply with subsection (d)(1) or (2) of this section, as applicable.~~

~~(1) *General elevation requirement.* Unless subject to the requirements of subsection (d)(2) of this section, all manufactured homes that are placed, replaced, or substantially improved on sites located:~~

~~a. Outside of a manufactured home park or subdivision;~~

~~b. In a new manufactured home park or subdivision;~~

~~c. In an expansion to an existing manufactured home park or subdivision; or~~

~~d. In an existing manufactured home park or subdivision upon which a manufactured home has incurred "substantial damage" as the result of a flood,~~

~~shall be elevated such that the bottom of the frame is at or above the elevation required, as applicable to the flood hazard area, in the Florida Building Code, Residential, Section R322.2 (Zone A).~~

~~(2) *Elevation requirement for certain existing manufactured home parks and subdivisions.* Manufactured homes that are not subject to subsection (d)(1) of this section, including manufactured homes that are placed, replaced, or substantially improved on sites located in an existing manufactured home park or subdivision, unless on a site where~~

~~substantial damage as result of flooding has occurred, shall be elevated such that either the:~~

~~a. Bottom of the frame of the manufactured home is at or above the elevation required in the Florida Building Code, Residential, Section R322.2 (Zone A); or~~

~~b. Bottom of the frame is supported by reinforced piers or other foundation elements of at least equivalent strength that are not less than 36 inches in height above grade.~~

(e) *Enclosures.* Enclosed areas below elevated manufactured homes shall comply with the requirements of the Florida Building Code, Residential, Section R322 for such enclosed areas.

(f) *Utility equipment.* Utility equipment that serves manufactured homes, including electric, heating, ventilation, plumbing, and air conditioning equipment and other service facilities, shall comply with the requirements of the Florida Building Code, Residential, Section R322.

(Ord. No. 2015-01, § 3(§ 304), 4-20-2015)

Sec. 98-123. Recreational vehicles and park trailers.

(a) *Temporary placement.* Recreational vehicles and park trailers placed temporarily in flood hazard areas shall:

(1) Be on the site for fewer than 180 consecutive days; or

(2) Be fully licensed and ready for highway use, which means the recreational vehicle or park model is on wheels or jacking system, is attached to the site only by quick-disconnect type utilities and security devices, and has no permanent attachments such as additions, rooms, stairs, decks and porches.

(b) *Permanent placement.* Recreational vehicles and park trailers that do not meet the limitations in subsection (a) of this section for temporary placement shall meet the requirements of section 98-122 of this article for manufactured homes.

(Ord. No. 2015-01, § 3(§ 305), 4-20-2015)

Sec. 98-124. Tanks.

(a) *Underground tanks.* Underground tanks in flood hazard areas shall be anchored to prevent flotation, collapse or lateral movement resulting from hydrodynamic and hydrostatic loads during conditions of the design flood, including the effects of buoyancy assuming the tank is empty.

(b) *Above-ground tanks, not elevated.* Above-ground tanks that do not meet the elevation requirements of subsection (c) of this section shall be permitted in flood hazard areas provided the tanks are anchored or otherwise designed and constructed to prevent flotation, collapse or lateral movement resulting from hydrodynamic and hydrostatic loads during conditions of the design flood, including the effects of buoyancy assuming the tank is empty and the effects of flood-borne debris.

(c) *Above-ground tanks, elevated.* Above-ground tanks in flood hazard areas shall be attached to and elevated to or above the design flood elevation on a supporting structure that is designed to prevent flotation, collapse or lateral movement during conditions of the design flood. Tank-supporting structures shall meet the foundation requirements of the applicable flood hazard area.

(d) *Tank inlets and vents.* Tank inlets, fill openings, outlets and vents shall be:

(1) At or above the design flood elevation or fitted with covers designed to prevent the inflow of floodwater or outflow of the contents of the tanks during conditions of the design flood; and

(2) Anchored to prevent lateral movement resulting from hydrodynamic and hydrostatic loads, including the effects of buoyancy, during conditions of the design flood.

(Ord. No. 2015-01, § 3(§ 306), 4-20-2015)

Sec. 98-125. Other development.

(a) *General requirements for other development.* All development, including manmade changes to improved or unimproved real estate for which specific provisions are not specified in this article or the Florida Building Code, shall:

1. Be located and constructed to minimize flood damage;

2. Meet the limitations of section 98-121(d) of this article if located in a regulated floodway;

3. Be anchored to prevent flotation, collapse or lateral movement resulting from hydrostatic loads, including the effects of buoyancy, during conditions of the design flood;

4. Be constructed of flood damage-resistant materials; and

5. Have mechanical, plumbing, and electrical systems above the design flood elevation, except that minimum electric service required to address life safety and electric code requirements is permitted below the design flood elevation provided it conforms to the provisions of the electrical part of building code for wet locations.

(b) *Fences in regulated floodways.* Fences in regulated floodways that have the potential to block the passage of floodwaters, such as stockade fences and wire mesh fences, shall meet the limitations of section 98-121(d) of this article.

(c) *Retaining walls, sidewalks and driveways in regulated floodways.* Retaining walls and sidewalks and driveways that involve the placement of fill in regulated floodways shall meet the limitations of section 98-121(d) of this article.

(d) *Roads and watercourse crossings in regulated floodways.* Roads and watercourse crossings, including roads, bridges, culverts, low-water crossings and similar means for vehicles or pedestrians to travel from one side of a watercourse to the other side, that encroach into regulated floodways shall meet the limitations of section 98-121(d) of this article. Alteration of a watercourse that is part of a road or watercourse crossing shall meet the requirements of section 98-113(c)(3) of this article.

(Ord. No. 2015-01, § 3(§ 307), 4-20-2015)

Secs. 98-126—98-147. Reserved.

SECTION 2. AMENDMENTS

The Chapter 18 Buildings and Building Regulations, is hereby amended by the following amendments.

Sec. 18-70. Reserved. ~~Administrative amendments to Florida Building Code.~~

~~The following administrative amendments are hereby adopted to the Florida Building Code, Building:~~

~~Add a new Sec. 104.10.1 as follows:~~

~~**104.10.1 Modifications of the strict application of the requirements of the *Florida Building Code.*** The building official shall coordinate with the floodplain administrator to review requests submitted to the building official that seek approval to modify the strict application of the flood resistant construction requirements of the Florida Building Code to determine whether such requests require the granting of a variance pursuant to Section 117.~~

~~Add a new Sec. 107.6.1 as follows:~~

~~**107.6.1 Building permits issued on the basis of an affidavit.** Pursuant to the requirements of federal regulation for participation in the National Flood Insurance Program (44 CFR Sections 59 and 60), the authority granted to the building official to issue permits, to rely on inspections, and to accept plans and construction documents on the basis of affidavits and plans submitted pursuant to Section 105.14 and Section 107.6, shall not extend to the flood load and flood resistance construction requirements of the Florida Building Code.~~

~~Add a new Sec. 117 as follows:~~

~~**117 VARIANCES IN FLOOD HAZARD AREAS**~~

~~**117.1 Flood hazard areas.** Pursuant to section 553.73(5), F.S., the variance procedures adopted in the local floodplain management ordinance shall apply to requests submitted to the building official for variances to the provisions of Section 1612.4 of the Florida Building Code, *Building* or, as applicable, the provisions of R322 of the Florida Building Code, *Residential.* This section shall not apply to Section 3109 of the Florida Building Code, *Building.*~~

SECTION 2. APPLICABILITY.

For the purposes of jurisdictional applicability, this ordinance shall apply in **The City of Clewiston**. This ordinance shall apply to all applications for development in flood hazard areas submitted on or after the effective date of this ordinance.

SECTION 3. INCLUSION INTO THE CODE OF ORDINANCES.

It is the intent of the **City Commission of the City of Clewiston, FL** that the provisions of this ordinance shall become and be made a part of the **City Commission of the City of Clewiston** Code of Ordinances, and that the sections of this ordinance may be renumbered or re-lettered. The word “ordinance” may be changed to “section,” “article,” “regulation,” or such other appropriate word or phrase in order to accomplish such intentions.

SECTION 4. SEVERABILITY.

If any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, declared by the courts to be unconstitutional or invalid, such decision shall not affect the validity of the ordinance as a whole, or any part thereof, other than the part so declared.

SECTION 5. EFFECTIVE DATE. This Ordinance shall take effect immediately upon its adoption by the City Commission.

Commissioner _____offered the foregoing ordinance. Commissioner _____ seconded the motion, and upon being put to a vote, the vote was as follows:

	Aye	Nay	Absent
JAMES PITTMAN, MAYOR	□	□	□
HILLARY HYSLOPE, VICE MAYOR	□	□	□
BARBARA EDMONDS, COMMISSIONER	□	□	□
MALI GARDNER, COMMISSIONER	□	□	□
JASON WILLIAMS, COMMISSIONER	□	□	□

PASSED AND ADOPTED by the City Commission of the City of Clewiston, on first reading, this ___day of_____, 2026.

Commissioner _____offered the foregoing ordinance. Commissioner _____ seconded the motion, and upon being put to a vote, the vote was as follows:

	Aye	Nay	Absent
JAMES PITTMAN, MAYOR	□	□	□
HILLARY HYSLOPE, VICE MAYOR	□	□	□
BARBARA EDMONDS, COMMISSIONER	□	□	□
MALI GARDNER, COMMISSIONER	□	□	□
JASON WILLIAMS, COMMISSIONER	□	□	□

PASSED AND ADOPTED by the City Commission of the City of Clewiston, on second reading, this __ day of_____, 2026.

ATTEST:

_____

Fransheska Berrios, City Clerk

(MUNICIPAL SEAL)

CITY OF CLEWISTON, FLORIDA

_____

James Pittman, Mayor

APPROVED AS TO FORM

AND LEGAL SUFFICIENCY

By: _____

Kaylee Tuck, City Attorney

NOTICE OF PROPOSED ENACTMENT OF ORDINANCE

NOTICE IS HEREBY GIVEN that the Clewiston City Commission will conduct a PUBLIC HEARING on **August 17, 2026 at 5:00p.m.** or as soon as practical thereafter, in the City Hall Commission Chambers, 115 West Ventura Avenue, Clewiston, Florida. During the Public Hearing, the City Commission proposes to enact second reading and final adoption of an ordinance which is set forth as follows:

Ordinance No. 2026-04

CHAPTER 98 Article V Floodplain Management

A copy of the proposed ordinance is available in the City Clerk's office, City Hall, 115 West Ventura Avenue, Clewiston, Florida, for the inspection of any interested parties. Interested parties may appear at the meeting and be heard with respect to the proposed ordinance. If any person decides to appeal any decision made with respect to any matter considered at this meeting or public hearing, such person may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and any evidence upon which the appeal is to be based.

City Hall is wheelchair accessible and accessible parking spaces are available. Accommodation requests or interpretive services must be made 48 hours prior to the meeting. Please contact the City Clerk's office at (863) 983-1484, extension 104 or FAX (863) 983-4055 for information or assistance. The City of Clewiston is an equal opportunity provider and employer.

Fransheska Berrios, City Clerk
City of Clewiston, Florida

Arizona • Delaware • Florida • Maryland
Delaware Printing Company • Valley Newspapers
INDEPENDENT NEWSMEDIA
Celebrating & Connecting Our Communities

Proof of Publication

8/11/2026

STATE OF FLORIDA:
COUNTY OF HENDRY:

Before the undersigned authority personally appeared **Katrina Elsken Muros**, who on oath says that she is **Editor in Chief** of the **Lake Okeechobee News**, a weekly newspaper published in **Hendry County**, **Florida**; that the attached copy of advertisement, being a **Public Notice** in the matter of

Public Notice

in the **20th Judicial District of the Circuit Court of Hendry County, Florida**, was published in said newspaper in the issues of or by publication on the newspaper's website, if authorized, on
LAKO: 8/5/2026, 8/6/2026, 8/7/2026, 8/8/2026, 8/9/2026, 8/10/2026, 8/11/2026
LON: 8/5/2026

Affiant further says that the newspaper complies with all legal requirements for publication in Chapter 50, Florida Statutes.

Katrina Elsken Muros

Sworn to and subscribed before me by means of
Physical Presence **X Online Notarization**
physical presence or online notarization, this
8/11/2026

Nancy A Wills
Notary Public
State of Florida
My Commission Expires 02/18/2030
Commission No. HH 768572

Name	CITY OF CLEWISTON
Order Number	46467
Ordered By	Fransheska Berrios
Order Date	7/28/2026
Description	Ordinance No. 2026-04
Number Issues	8
Pub Count	2
First Issue	8/5/2026
Last Issue	8/11/2026
Publications	Lake Okeechobee News, LakeONews.com

CITY OF CLEWISTON
NOTICE OF PROPOSED ENACTMENT OF ORDINANCE

NOTICE IS HEREBY GIVEN that the Clewiston City Commission will conduct a PUBLIC HEARING on **August 17, 2026 at 5:00 p.m.** or as soon as practical thereafter, in the City Hall Commission Chambers, 115 West Ventura Avenue, Clewiston, Florida. During the Public Hearing, the City Commission proposes to enact second reading and final adoption of an ordinance which is set forth as follows:

ORDINANCE NO. 2026-04
AN ORDINANCE BY THE CITY OF CLEWISTON COMMISSION AMENDING THE CHAPTER 98 ARTICLE V FLOODPLAIN MANAGEMENT AND CHAPTER 18 BUILDINGS AND BUILDING REGULATIONS TO SPECIFY ELEVATION OF MANUFACTURED HOMES IN FLOOD HAZARD AREAS; TO REVISE THE EFFECTIVE DATE OF THE FLOOD INSURANCE STUDY; PROVIDING FOR APPLICABILITY AND SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

A copy of the proposed ordinance is available in the City Clerk's office, City Hall, 115 West Ventura Avenue, Clewiston, Florida, for the inspection of any interested parties. Interested parties may appear at the meeting and be heard with respect to the proposed ordinance. If any person decides to appeal any decision made with respect to any matter considered at this meeting or public hearing, such person may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and any evidence upon which the appeal is to be based.

City Hall is wheelchair accessible and accessible parking spaces are available. Accommodation requests or interpretive services must be made 48 hours prior to the meeting. Please contact the City Clerk's office at (863) 983-1484, extension 104 or FAX (863) 983-4055 for information or assistance. The City of Clewiston is an equal opportunity provider and employer.

Fransheska Berrios, City Clerk
City of Clewiston, Florida
46467 HEND 8/5/2026

Agenda Item Memorandum

TO: City of Clewiston Commission

FROM: Kaylee Tuck, City Attorney

DATE: August 17, 2026

SUBJECT: Settlement Agreement with Brian Sullivan Contracting

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Background: Resolution No. 2026-42

Brian Sullivan previously submitted a public records request that was not fully responded to. As a result, Brian Sullivan Contracting initiated an action in Hendry County Circuit Court. Pending Board approval, the parties have agreed to settlement terms wherein the City will fully comply with the public records request on or before October 15, 2026, and each party shall be responsible for their own attorneys fees and costs.

Financial Impact: None

Attachments:

- **a.** Resolution No. 2026-42
- **b.** Settlement Agreement

Actions/Options/Recommendations: Recommended motion is to approve Resolution No. 2026-42.

IN THE CIRCUIT COURT OF THE 20TH JUDICIAL CIRCUIT IN AND
FOR HENDRY COUNTY, FLORIDA

BRIAN SULLIVAN CONTRACTOR, INC.,
Plaintiff CASE NO.: 25-CA-280
v.

CITY OF CLEWISTON,
Defendant.
_____/

SETTLEMENT AGREEMENT AND MUTUAL RELEASE

This Settlement Agreement and Mutual Release (hereinafter the "**Agreement**") is made by and between (i) **BRIAN SULLIVAN CONTRACTOR, INC.** ("**PLAINTIFF**") and (ii) **CITY OF CLEWISTON** ("**DEFENDANT**"), referred herein collectively as the "**Parties**."

RECITALS

A. On March 26, 2025, PLAINTIFF made a Public Records Request ("PRR") to DEFENDANT c/o its Clerk pursuant to Fla. Stat. Section ___.

B. The PRR was not timely responded to necessitating the filing of this action.

C. DEFENDANT partially provided records but has not fully complied and has requested time to gather said documents.

D. Without any admission of liability, which is expressly denied, the Parties now wish to resolve any and all claims between them, arising out of or in any way relating to the Lawsuit, and any other related dispute.

E. The Parties understand that they each may be waiving significant legal rights or claims by signing this Agreement and voluntarily enter into this Agreement with the full and complete understanding of its terms and legal effect, and with the intent to be bound thereby.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises and other consideration, all of which are deemed by the Parties to be valid and sufficient consideration for this Agreement, the Parties agree as follows:

1. Effective Date. The Agreement shall become effective ("Effective Date") when it is signed and transmitted to all Parties.

2. Settlement with PLAINTIFF.

a. DEFENDANT shall provide PLAINTIFF with all applicable records on or before October 15, 2026;

b. In the event DEFENDANT claims any records are privileged, a Privilege Log shall be provided to PLAINTIFF;

3. Stipulation of Dismissal of Lawsuit. Within ten (10) business days of the parties execution, PLAINTIFF shall execute a VOLUNTARY DISMISSAL Without Prejudice under the Florida Rules of Civil Procedure, dismissing without prejudice all claims asserted in the Lawsuit.

4. Procedure for failure to produce. If PLAINTIFF claims in writing that DEFENDANT has not fully complied with the requirements set forth above or that documents claimed as privileged cannot be produced, the parties, through their respective counsel, shall confer to attempt to resolve any dispute without court involvement.

5. Attorney fees and costs. The parties shall waive any claims for costs for the production of the records contemplated herein and for those attorney fees and court costs in the bringing of this action. It is contemplated herein that each party shall pay their own attorneys' fees and costs.

6. Procedure to resolve dispute. In the event the parties are unable to resolve their dispute, either party may declare an impasse, reopen this action and schedule a hearing before the Court to resolve the dispute. In that event, the prevailing party shall be entitled to its attorney fees and court costs.

7. Council Approval. This Settlement Agreement and Mutual Release is expressly contingent upon approval by the City Council for the City of Clewiston.

8. Opportunity for Independent Representation of Counsel. The Parties acknowledge that they have either received, or had the opportunity to seek, independent legal advice from counsel with respect to the advisability of entering into this Agreement.

9. Entire Agreement. The Parties represent and acknowledge that this Agreement contains the entire understanding and agreement between the Parties with respect to the matters referred to in this document. No other representations, covenants, undertakings or other prior or contemporaneous agreement, oral or written, respecting such matters, which are not specifically incorporated herein, shall be deemed in any way to exist or bind any of the Parties. The Parties, and each of them, further acknowledge that they have not executed this Agreement in reliance on any such promise, representation or warranty.

10. Non-Assignment or Transfer. The Parties represent and warrant that they are presently the sole owners of all of the rights and claims that each has asserted in the Lawsuit, if any, that each has not assigned, transferred, encumbered, granted a security interest in, or conveyed such rights, claims or judgments to any third party, and that no person or party other than each warranting Party owns any interest in or has the right to prosecute any such rights or claims or

enforce any judgments including the right to possess and enforce the Promissory Note made subject to this Lawsuit.

11. Authority and Acknowledgment. Each person executing this Agreement on behalf of a Party or Parties hereby warrants and represents that he or she has read the entire Agreement, understands its terms and provisions and has the power and authority to execute this Agreement on behalf of such Party or Parties.

12. Successors and Assigns. The provisions of this Agreement shall be deemed to extend to, be binding upon, and inure to the benefit of the Parties and their respective heirs, personal representatives, successors and assigns. Notwithstanding the foregoing, no Party may assign any of its rights or obligations under this Agreement without the written and signed agreement of the other Party.

13. Governing Law. This Agreement shall be interpreted and enforced in accordance with the laws of the State of Florida.

14. Jurisdiction and Venue. The Parties agree to submit to the personal and exclusive jurisdiction and venue of the courts located within Hendry County, Florida for any disputes arising out of or relating in any respect to this Agreement.

15. No Third-Party Beneficiary Interests. Except as expressly provided herein, nothing contained in this Agreement is intended to benefit any person or entity other than the Parties to this Agreement; and no representation or warranty is intended for the benefit of, or to be relied upon by, any person or entity which is not a party to this Agreement.

16. Counterparts and Facsimile Signature Pages. This Agreement may be signed in multiple counterparts and facsimile/pdf email signature pages shall have the same binding effect as original signature pages.

PLAINTIFF	DEFENDANT
BRIAN SULLIVAN CONTRACTOR, INC.	CITY OF CLEWISTON
By: _____ JUDY SULLIVAN, President	By: _____ James Pittman, Mayor
Date: _____	Date: _____

CITY OF CLEWISTON

RESOLUTION NO. 2026-42

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF CLEWISTON APPROVING AND AUTHORIZING THE APPROPRIATE CITY OFFICIALS TO IMPLEMENT THE SETTLEMENT AGREEMENT; PROVIDING FOR SEVERABILITY, CONFLICT, AND AN EFFECTIVE DATE.

WHEREAS, on March 26, 2025, Brian Sullivan Contracting submitted a public records request to the City of Clewiston; and

WHEREAS, the City of Clewiston partially responded to the public records request, but did not fully comply with the public records request; and

WHEREAS, Brian Sullivan Contracting initiated an action in Hendry County Circuit Court having Case No. 25-CA-280; and

WHEREAS, the parties have come to terms of settlement providing for a date for full compliance of the public records request.

NOW THEREFORE, be it resolved by the City Commission of the City of Clewiston, Florida, that:

Section 1. The foregoing “WHEREAS’ clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this Resolution.

Section 2. The attached settlement agreement is approved, and the appropriate City officials are authorized to execute all documents required for implementation of the settlement, together with such non-material changes as may be subsequently agreed to by the City Manager and approved as to form and legal sufficiency by the City Attorney.

Section 3. All resolutions or parts of resolutions in conflict herewith are repealed to the extent of such conflict.

Section 4. If any section, subsection, paragraph, sentence, clause, or phrase of this resolution is declared invalid or unenforceable for any reason, such decision shall not affect the remaining portions of this resolution, which shall remain in full force and effect.

Section 5. This resolution shall become effective immediately upon its passage and adoption.

Commissioner _____ offered the foregoing resolution. Commissioner _____ seconded the motion, and upon being put to a vote, the vote was as follows:

	Aye	Nay	Absent
JAMES PITTMAN, MAYOR	□	□	□
HILLARY HYSLOPE, VICE MAYOR	□	□	□
MALI GARDNER, COMMISSIONER	□	□	□
BARBARA EDMONDS, COMMISSIONER	□	□	□
JASON WILLIAMS, COMMISSIONER	□	□	□

PASSED AND APPROVED by the City Commission of the City of Clewiston this _____ day of _____, 2026.

ATTEST:

_____

Fransheska Berrios, City Clerk

(MUNICIPAL SEAL)

CITY OF CLEWISTON, FLORIDA

_____

James Pittman, Mayor

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By: _____
Kaylee Tuck, City Attorney

Agenda Item Memorandum

TO: City of Clewiston Commission

FROM: Kaylee Tuck, City Attorney

DATE: August 17, 2026

SUBJECT: City Public Records Policies

Background: City Public Records Policies

This policy provides a general public records policy and staff guidance with processing and fulfillment of public records. Also included in a supplemental policy that provides specific guidance for handling of public records with regard to the sensitive information held by the Clewiston Police Department.

Financial Impact: None

Attachments:

a. City of Clewiston Public Records Policy
b. Clewiston Police Department Public Records Policy

Actions/Options/Recommendations: Recommended motion is to approve policies.

CITY OF CLEWISTON, FLORIDA

Public Records Policy

Section: Records Management
Title: PUBLIC RECORDS
Status: Draft – Pending City Commission Adoption
Adopted: [Date of Adoption by City Commission]

PUBLIC RECORDS

The City Commission recognizes the City of Clewiston's responsibility, as a public agency of the State of Florida, to maintain the public records of the City and to make such records available for inspection and reproduction in accordance with Chapter 119, Florida Statutes, and Article I, Section 24 of the Florida Constitution.

Exemptions from Public Records

"Public records" generally means all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official City business. Due to the growing number of exemptions set forth in Florida law, it is impracticable for the City to provide an all-inclusive list of every document that may be exempt from the definition of public records. However, public records do not typically include active criminal investigative and intelligence information, medical records, documents containing genetic information, trial preparation records, security system plans, and other records specifically exempted or made confidential by Florida Statutes. The determination of whether a particular document is exempt will be made by the Custodian of Records upon receipt of a request for release of the document as a public record.

Fees and Costs

1. Copies of public records may be obtained by making a request to the lawful custodian of the records. Charges for copies of public records not exceeding 8½" x 14" in size shall be $0.15 for each one-sided copy or $0.20 for each two-sided copy, unless a different fee is otherwise prescribed or permitted by Florida Statutes. A $1.00 fee shall be assessed for a certified copy of a public record.
2. If the nature or volume of the public records requested to be inspected or copied will require extensive use of information technology resources or extensive clerical or supervisory assistance by City personnel, or both, a special service charge will be collected as permitted by State law. For purposes of this policy, "extensive" means that it will take more than fifteen (15) minutes to locate, review for confidential or exempt information, process, compile, copy, and re-file the requested material.
3. Copies shall be made by the appropriate staff members and reproduced within a reasonable time.

If the request for inspection or copies of public records in any form could result in the collection of a special service charge, an estimate of the special service charge and, if applicable, the copy fees, shall be provided to the requestor. Production and duplication of the requested records will commence upon payment of the estimated fee by the requestor.

Access to Public Records

The City Clerk shall serve as the City's Custodian of Records. Any individual may inspect and request copies of public records of the City during the regular business hours of the office in which such records are maintained.

A custodian of public records and/or his or her designee must promptly acknowledge, in writing, requests to inspect or copy records and respond to such requests in good faith. A good faith response includes making reasonable efforts to determine from other City officers or employees whether such a record exists, and, if so, the location at which the record can be accessed. Upon determination that the requested record exists, it must be reviewed to determine whether it contains any information that is statutorily exempt from public inspection or copying.

Duplicated copies or certified copies of the City's public records shall be provided upon payment of the appropriate fee set forth in the Florida Statutes. If the nature or volume of the public records requested will require extensive use of information technology resources or more than fifteen (15) minutes of clerical or supervisory assistance by City personnel, a special service charge attributable to the extensive use of information technology resources and/or the labor cost of the personnel providing the service will be collected as permitted by State law.

In addition, the actual cost of duplication will be collected for copies of the City's public records provided in a form other than a duplicated copy. The special service charge will also be collected if the requested copies of public records in a form other than a duplicated copy will require extensive use of information technology resources or more than fifteen (15) minutes of clerical or supervisory assistance by City personnel, as permitted by State law.

If the request for copies of a public record in any form could result in the collection of a special service charge, an estimate of the fee that will be due and payable shall be provided to the requestor. Duplication of the requested records will commence upon payment of the estimated fee by the requestor.

No public record may be removed from the office in which it is maintained, except by a City employee in the course of the performance of his or her duties.

All City records will be maintained and disposed of in accordance with the General Records Schedules established by the Florida Department of State, Division of Library and Information Services (including, as applicable, GS1-SL and GS2 for local government agencies).

This Public Records Policy shall be the overall guiding policy for all public records requests submitted to the City of Clewiston, provided, however, that supplemental policies may be permitted under specific circumstances if so approved by the City Commission. To the extent there is any conflict between this policy and a supplemental policy, this policy shall control.

STAFF GUIDANCE FOR FULFILLMENT OF PUBLIC RECORDS REQUESTS

Initial Steps upon Receiving a Request:

- **Log the Request:**
  - Record the date of receipt, the requester's identification, contact information, and a description of the requested documents.
  - If the request was not received via the NextRequest platform, a log of the request should be immediately submitted to the Records Custodian for recordation on the NextRequest platform.
- **Clarification:**
  - Encourage requesters to submit their requests in writing to clarify the scope if the request was not delivered in writing.
  - *This cannot be required but should be encouraged*.
- **Acknowledge Receipt:**
  - Send a written acknowledgment to the requester within two business days of receipt.
- **Communicate the Request to Records Custodian:**
  - Once a public records request is received by any City employee, the public records request should be sent immediately to the Records Custodian. The Records Custodian shall be the primary point of contact for all public records requests.
- **Readily Available Documents:**
  - These include documents that are easily retrievable, such as meeting minutes and program information sheets. These should be provided promptly without additional labor charges.

Preliminary Processing and Communication:

- **Identify the Scope and Responsive Records:**
  - The Records Custodian shall determine the location and format of the requested records. This includes identifying if the records are held in paper or electronic form.
- **Identify Who should be Involved:**
  - Although there is a single public records custodian a request may require more individuals in order to produce all responsive records; such as professional services like a CPA or other staff.
- **Confidential Records:**
  - Clearly inform requesters of any records that are confidential or exempt, citing the specific statutes (e.g., F.S. § 119.07, F.S. § 288.075)
- **Estimate Fees and Notify the Requester of Fees:**
  - Once responsive documents are identified, estimate any fees that may be applicable to the request.
  - A written estimate of fees should be promptly provided to the requester.
  - Provide the requester with an estimate of fees before any production work is undertaken. Receive written confirmation from the requester that all estimated

fees are accepted and will be paid. A deposit may be requested if the estimated fees and costs for the request are more than $50.00.
    - If the requester does not approve the fees within thirty (30) days of notification of the estimated fees, the request is considered VOID and written communication should be provided to the requester stating such.
- **Collection of Fees:**
    - If the requester approves the estimated fees and costs, collect the deposit, if applicable, and process the request.
    - Once the request is processed, an updated fee schedule should be produced stating the actual fees and costs attributable to the request. All fees and costs attributable to the request should be collected from the requester prior to production of records.

Processing and Responding:

- **Complete the collection of all responsive records:**
    - Gather all responsive records in the format requested.
- **Check for Exemptions:**
    - Review the requested records for any information that is exempt from public disclosure under Florida law. Common exemptions include personal identifying information, certain investigative records, and proprietary business information (Florida Statutes Chapter 119 and 288.075).
- **Redact Exempt Information:**
    - If any part of the record is exempt, redact the exempt portions and provide the remainder of the document.
- **Consult Legal Counsel:**
    - If there is any uncertainty about the applicability of exemptions, consult with legal counsel.
- **Provide the Records:**
    - Make the records available for inspection or provide copies in the requested format. If the records are in electronic form, ensure they are provided in a common, accessible format.

STANDARD OPERATING PROCEDURE			119.00
	CENTRAL RECORDS		
ISSUED: 12-8-2021	**SUPERCEDES:** 02-12-2026	**LATEST REVISION:** 07-10-2026	**CFA REFERENCE:** 26.01, 26.02, 26.03, 26.04, 26.07, 26.08

PURPOSE:

The purpose of this standard operating procedure is to establish guidelines for the accountability, maintenance, security, retrieval, and dissemination of all records of police activities as well as the privacy and security of the central records area.

SCOPE:

This procedure shall apply to all Clewiston Police Department personnel.

DISCUSSION:

Members will follow agency administrative and management control procedures, the Florida Administrative Code, the Florida Public Records Law, the Florida Archives, History, and Records Management Act, and the General Records Schedule for Law Enforcement Agencies for the orderly retention and disposition of documents considered public records.

DEFINITIONS:

1. **SmartCop System -** the police department's computer operating system.

2. **Alteration -** any addition or deletion that materially changes the substantive content of a public record subject to access under F.S. 119.

3. **CAD -** the Clewiston Police Department Computer-Aided Dispatch System.

4. **Report Number –** a sequential and chronological number used by the police department for the purpose of assigning accountability for a specific police action or activity.

5. **Competent Authority –** a Command Staff Officer.

6. **Expunction** - the file is physically destroyed, no record of the arrest will be available.

7. **FDLE -** Florida Department of Law Enforcement.

8. **Florida Department of State Bureau of Archives and Records Management Division of Library and Information Services (FDSBARM)** – the oversight agency responsible for General Records Retention Schedules that govern records maintenance and retention, within the Clewiston Police Department.

9. **General Records Schedule for Law Enforcement Agencies (GRSLEA) -** a listing of documents that are common to and maintained by law enforcement agencies with recommended and approved retention periods for each. The schedule, which is issued by the Florida Department of State, Division of Library and Information Services, describes the records and shows the minimum length of time that a record series or individual record must be retained to meet administrative, legal, fiscal, and historical needs. Each records series or individual record listed in the general schedule is numbered in alphabetical order. A copy of the schedule can be obtained from the Deputy Chief.

10. **Public Records -** all papers, letters, maps, books, tapes, disks, photographs, films, sound recordings, or other material regardless of physical form or characteristics made or received pursuant to law or ordinance in connection with the transaction of official business by any agency. Public records are intended to perpetuate, communicate, or formalize knowledge of some type.

11. **Sealing** - removes the record from public access; the arrest record must be maintained in a separate, confidential file and may be accessed by law enforcement pursuant to a court order to "unseal" signed by a judge.
12. **HALO Vault** – cloud based website that collects, stores and analyzes Body Worn Camera Footage.

PROCEDURE:

I. DUTIES AND RESPONSIBILITIES

A. The Records Section shall be under the direct supervision of the Deputy Chief.

B. The Records Section shall be responsible for:

1. Maintenance and dissemination of all records in accordance with local, state and federal laws, and this procedure.

2. Receipt, maintenance and control of all records in an orderly and systematic manner to include:

   a. Entry and verification of information entered into the SmartCop Records Management System. The SmartCop program shall have in place a security system to safeguard against unauthorized attempts to access, alter, remove, disclose or destroy stored information.

   b. The program shall include computer files maintenance, backup, and retention.

   c. Upon a separation of employment or other need, the Records Section shall be responsible to coordinate with the Information Technology (IT) staff to remove unauthorized personnel from access to any central records within 5 business days.

   d. Information Technology (IT) shall continually monitor to verify all password, access codes and access violations.

3. Central records information shall be available 24 hours per day via the SmartCop system to authorized agency members. In the event that hardcopy reports are required after hours, the Deputy Chief or his/her designee will be notified and shall respond to retrieve the records.

4. Media requests for central records information will be directed to the Public Information Officer and handled in accordance with the procedure indexed as Public Information.

5. The Deputy Chief, or his/her designee, shall conduct periodic reviews of records maintained by the Records Section. Records will be designated that may be destroyed or sent to the records storage area for action under state retention schedules.

II. GENERAL PROCEDURES

A. Direct Access - All electronic records can be retrieved directly from the Records Management System or internal electronic files.

B. Filing Methods

1. All paper files will be orderly and maintained in cabinets or storage containers. There are six basic types of filing arrangements designed to file and reference records in different ways:

   a. Alphabetical;

   b. Numerical;

   c. Chronological;

   d. Subject;

   e. Geographic; and

   f. Alphanumeric.

2. The user may use any of these systems based on their particular needs. However, consideration should be given to grouping records by series or numbers found in the General Records Schedule. Grouping records in this manner will allow individuals charged with file maintenance to establish timetables and procedures for the orderly review and disposition of files.

C. Arrest Records

1. Arrest record files will be maintained in compliance with state and federal law. These records are available to authorized persons upon request.

2. Arrest reports shall be completed by the arresting officer.

3. The Florida Department of Law Enforcement administers a statewide fingerprint records system (AFIS), a statewide computerized criminal information system (FCIC), and a statewide crime reporting system (UCR/FIBRS). The Clewiston

Police Department participates in these systems and will follow all rules and procedures included in the FDLE Identification Manual, the FCIC Operations Manual, and the Florida Uniform Crime Reports/FIBRS Guide Manual.

4. All arrestees, except those specified by FDLE, shall be fingerprinted and photographed.

5. Upon making an arrest, the staff will scan all documents into the Records Management System Arrest Module/Incident Report.

6. Juvenile Records

   a. Agency members will strictly control access to juvenile records information. All reports, supplements, documents, fingerprints, palm prints, and prisoner control records containing photographs pertaining to juvenile offenders will be appropriately noted as pertaining to juvenile(s). Juvenile fingerprints and photographs shall be stamped "JUVENILE CONFIDENTIAL" in conformance with Florida State Statute (FS) 985.11 – *Fingerprinting and Photographing*. These records are confidential and not for dissemination unless specific criteria is met. These documents will not be available for public disclosure and inspection, but are available to other law enforcement agencies, state attorneys, the courts, the juvenile, the parents or legal custodians of the juvenile, attorneys representing the juvenile, the victim, the victim's parents or guardians, the victim's lawful representatives, or any other person authorized by the court to have access to such records.

   b. Pursuant to Florida Rule of Judicial Administration 2.420 (d) (2) the Notice of Confidential Information within court filing form shall be completed and submitted with the issuance of a Notice to Appear to a juvenile. The rule requires that the filer of court documents be responsible for notifying the Clerk of the Court that it contains confidential information so that the Clerk can redact that information from public view.

   c. Criteria for Dissemination - The following information pertaining to juveniles shall not be released:

      1) Any criminal intelligence or criminal investigative information, active or not, including the prisoner control record containing the photograph, name, address, or other fact or information that would identify the victim of any sexual offense; lewd, lascivious or indecent assault upon, or in the presence of, a child; or child abuse.

      2) The identity, name, age, race, sex or address of any juvenile charged with a misdemeanor, unless the juvenile has at least three prior misdemeanor convictions.

      3) The identity of any juvenile under the age of 16, who is a suspect or a defendant in any case over which the Juvenile Court of the County has jurisdiction.

D. Body Worn Camera Data – All data related to the use of Body Worn Cameras (BWC) is in the HALO Vault. BWC data is stored within the vault and available to be released under the following guidelines:

1. Body Worn Camera Data is categorized in the vault to determine the retention time and circumstances:

    a. Accidental – BWC activation that was done in error or be accident. Accidental activations will be retained for 30 (calendar) days from the date of upload and available for release in accordance with State Law and agency SOP.

    b. Private – If the member has their BWC activated and enters a location where the member would have reasonable expectation of privacy. BWC Data that is categorized as private is retained for 30 (calendar) days from the date of upload and is not available to be released. Members with the proper HALO Vault access may view BWC data to determine if the data is private and categorize it appropriately.

    c. Evidential – BWC data that is for evidentiary purposes is retained indefinitely and available to be released in accordance with State Law and agency SOP.

E. Distribution

1. Incident Reports - Copies of all incident reports shall be made available daily to:

    a. Departmental staff;

    b. Media, upon request;

    c. Criminal Investigations Division;

    d. Local Domestic Violence or Crisis Center – domestic violence and dating violence incident reports;

    e. Other City departments, as necessary;

    f. The public upon request.

2. Crash Reports shall be distributed to:

    a. Florida Department of Transportation, upon request.

    b. County Traffic Engineering Department, upon request;

    c. The public upon request in accordance to Florida State Statute (FS) 316.066 (3) (C).

3. DUI (Driving Under the Influence) Arrest Packages shall be sent to Department of Highway Safety – Driver Improvement Office.

4. Confiscated Drivers Licenses are forwarded to the State of Florida Division of Drivers Licenses.

5. Confiscated Vehicle Tags are forwarded to Florida Department of Highway Safety and Motor Vehicles Tag office.

F. Traffic Record System **-** The Department maintains records on traffic crashes, including reports, investigations, and locations. The Department also maintains records on traffic enforcement, including citations, arrests, and locations. Reports are available to the public upon request to the Records Section.

G. Security

1. Only Command Staff and personnel assigned to the Records Section shall have direct access to the Central Records area and/or files. All other personnel of the Police Department shall make information requests through Records Section personnel unless direct access is specifically authorized by a Command Staff Officer or higher.

2. Every member of the Police Department is responsible for the security and maintenance of public records in their possession. Every member shall ensure that they restrict viewing of files and computer monitors to only those that have approved access.

H. Records Retention

1. Chapter 257, Florida Statutes, is the Florida Archives, History and Records Management Act. This act establishes the State's records management and archives program under the direction of the State Library and Archives of Florida (SLAF), Department of State; it specifically provides for a system for the scheduling and disposal of public records.

2. Retention of records shall be in accordance with General Records Schedule GS1-SL - *State and Local Government Agencies* and General Records Schedule GS2 - *Law Enforcement, Correctional Facilities, and District Medical Examiners* published by SLAF unless otherwise directed by the Chief of Police. If a record is not listed in either schedule, SLAF should be consulted to establish a local retention schedule. Files that contain different types of records must be kept for a period equal to the longest retention period for any record in the file.

3. A manual containing the Records Management Program and a listing of all records destroyed will be maintained by the Deputy Chief.

4. Procedures for Records Disposition - The Deputy Chief, or his/her designee, will, as needed, create a Records Disposition Document stating which records have met their minimum retention times and are scheduled for disposal. This form will contain the following standards: schedule number, item number, records series title, inclusive dates and volume in cubic feet.

I. Records Destruction **-** The Records Section is responsible for coordinating the destruction of agency records and for maintaining records of destruction requests and retention schedules. All destructions will be completed in accordance with the rules and procedures established by the State Library and Archives of Florida unless

otherwise directed by the Chief of Police. The Records Section will destroy the records. Florida Statute 92.29 – *Photographic or Electronic Copies* identifies electronic records as a legally accepted recordkeeping practice and electronic records may be held as an original in lieu of the original document. The following procedures for destruction will be followed by Records Section personnel:

1. The Deputy Chief, or his/her designee will, as needed, review the records located in departmental archives and remove all records having met their retention times. Records which are electronically scanned may be disposed of as long as the electronic record is maintained in accordance with retention schedules.

2. Records that have been scanned into the SmartCop Records Management System are prohibited from deletion. Only the Deputy Chief, his/her designee, and the IT section will have authority to delete files in the system.

3. Original hard copy documents related to the following will be maintained in accordance with records retention schedules regardless of whether they are also maintained electronically:

   a. Background Investigations;

   b. Internal Affairs Investigations;

   c. Criminal Investigations, as requested by Criminal Investigations Section;

   d. Traffic Homicide Investigations; and

   e. Personnel Files.

J. Records Storage **-** The security of public records will be achieved by restricting access to files and filing areas. Special precautions will be taken to limit access to files containing administrative investigations, personnel records, juvenile records, intelligence records, etc.

1. Temporary Storage - Records that are active or to be used as reference material should be maintained within the department in a secured storage area.

2. Permanent Storage - Records will be housed according to the retention periods and guidelines in GRSLEA. Agency records that must be kept more than 10 years may be scanned for easier storage. All documents sent for permanent storage must be inventoried and packed for easy identification and retrieval. The records must be placed in archive boxes that are properly labeled before being sent to the Records Section. Records stored in a box must be of similar size, type, and nature, and be grouped in alphabetical, numerical, or monthly chronological order. (Different record series will not be mixed within individual boxes.) Boxes that bulge at the sides or have lids that do not completely seat will not be accepted.

K. Uniform Crime Report/FIBRS Reporting **-** The Records Section shall perform Uniform Crime/FIBRS Reporting and enter necessary offense data. Statistics shall then be forwarded to FDLE.

L. Traffic Citations **-** All members are reminded that FS 316.650(8) states, "It is unlawful and official misconduct for any traffic officer or other officer or public employee to dispose of a traffic citation or copies thereof or of the record of the issuance of same in a manner other than as required herein."

1. The Records Clerk shall issue paper traffic citations (Uniform Traffic Citations, DUI Uniform Traffic Citations, and Warning Citations), as needed, via a validation log for distribution. Only Records Section personnel are authorized to order citations. The citation books shall be stored in a secure location. The Deputy Chief will ensure that accurate records are maintained for all traffic citation, DUI citation, and warning books. As books are issued, the following apply:

    a. The receiving officer will ensure that all citations are present and sign the accountability receipts at the front of the book (traffic and DUI citations only).

    b. The receiving officer will retain the first copy and the second copy will be returned to the Records Section.

    c. Records Section personnel shall maintain the citation validation log for validation purposes.

2. Officers will issue citations and remit them to the Records Section. Records Section personnel will distribute copies according to procedures outlined in the Department of Highway Safety and Motor Vehicle Uniform Traffic Citation Procedures Manual.

3. Upon receipt of completed citations, records personnel will complete a Department of Highway Safety and Motor Vehicle (DHSMV) citation transmittal form. The transmittal form and copies of citations will be distributed in compliance with DHSMV Uniform Traffic Citation Procedures Manual guidelines.

4. Unused Citations - Upon retirement, resignation, or termination, the officer's citation book(s) will be surrendered to the Property Control Officer who will turn these over to the records section. Citations that are unserviceable will be voided and a citation voidance request shall be submitted to the Chief of Police as in paragraph II(K)(8) of this procedure. Partially used citation books that can be reused shall be issued to a shift supervisor to be reissued to an officer. The shift supervisor shall reissue the partial books and document their issue via a memorandum to the Records Section. The memorandum shall include the numbers of the unused citations, the date of issue, and the officer to whom the citations were issued to ensure accountability.

5. Lost or Stolen Citations - If a citation is lost or stolen, the officer shall generate a memo that explains the circumstances of the missing citation through the chain of command to the Chief of Police. When approved, the memo shall be forwarded to the Records Section. The Records Section shall report lost or stolen

citations to DHSMV. All citations must be validated by the Records Section to ensure accountability.

6. If an officer wishes to amend a UTC, he may do so in one of the following ways:

    a. The issuing officer may request a county judge issue an order to effect the proper change; or

    b. The UTC may be amended in open court at the time of the hearing where a citation has been contested. Granting the amendment is the option of the judge.

7. Voided Citations - Voided citations shall be forwarded, along with a 'citation voidance request' memorandum indicating the reason the citation had to be voided, to the Chief of Police for approval. Once approved, the Citation Voidance Request and voided citation shall be forwarded to the Records Section to be entered in the Records Management System. All copies of the voided citation will be forwarded to the Department of Highway Safety and Motor Vehicles. Records personnel will list voided citations on a transmittal form in accordance with DHSMV guidelines.

8. Dismissing Citations - Once a citation has been filed with the Clerk of the Court, a memorandum indicating the reason for the dismissal request shall be forwarded with a copy of the citation to the Chief of Police through the Operations Commander for approval. Once approved, the memorandum and the copy of the citation shall be forwarded to the Clerk of the Court and Department of Highway Safety and Motor Vehicles.

9. Amended Citations - Once a citation has been filed, a memorandum indicating the reason for the amendment (charge/name/tag/date of offense) shall be forwarded with a copy of the citation to the Chief of Police for approval. Once approved, the memorandum and the copy of the citation shall be forwarded to the Department of Highway Safety and Motor Vehicles.

10. External Audit - The Department of Highway Safety and Motor Vehicles conducts periodic audits of Uniform Traffic Citations.

11. Internal Audits - The Deputy Chief shall cause periodic internal audits of citation books. The internal audit shall be conducted in the following manner:

    a. Citation books issued to individual officers shall be validated to ensure that each individual citation within that book has been accounted for and utilized in the appropriate manner.

    b. If all citations are not accounted for after verification through the Hendry County Clerk's Office computer system, the officer shall be contacted by the Records Section in reference to the missing citation. If the citation(s) cannot be accounted for, the officer shall indicate the same, in writing, to the Deputy Chief with an explanation of the circumstances.

    c. Once all citations are accounted for, the book will be validated by the Records Clerk.

M. Disposition of Fees

1. The Deputy Chief shall be directly accountable for all funds received. Records clerks assigned to the Records Section are authorized to collect fees for the duplication of records. The clerks will be held accountable for the security of monies received.

2. Numbered, duplicated receipts shall be utilized for all cash/check financial transactions when monies are received. Funds will be stored in a cash bag secured by the Records Supervisor.

3. A sequentially numbered receipting system shall be used to identify and account for fees received for correction citations and official police reports of incidents, offenses, and fingerprints.

4. Any sequentially numbered receipt which is voided, lost or destroyed shall be reported.

5. Fees collected and fine monies shall be forwarded daily to the City Finance Department.

6. Unannounced audits may be conducted periodically by the City of Clewiston Finance Department.

N. Case Status Accounting

1. The status of all cases can be determined through the Records Management System.

2. Cases which are under active investigation to include the assigned investigator and the current status of the case are maintained in the Records Management System.

O. Public Records Request Copies

1. Florida Statute, Chapter 119.07, authorizes the collection of fees for duplicating copies of public records as follows:

   a. The custodian shall furnish a copy of the record upon payment of the fee prescribed by law or City policy. Should the requestor desire a certified copy of the record, the Records Section shall certify the copy and provide it to the requestor.

   b. The phrase “actual cost of duplication” means the cost of the material and supplies used to duplicate the record, but it does not include the labor cost or overhead cost associated with such duplication.

   c. The agency may charge, in addition to the actual cost of duplication, a special service charge, which shall be reasonable and shall be based on the cost incurred for such extensive use of information technology resources or the labor cost of the personnel providing the service that is actually incurred

by the agency or attributable to the agency for the clerical and supervisory assistance required, or both.

2. Public records requests that require more than fifteen (15) minutes to locate, review for confidential information, copy, and re-file, shall be charged for each additional fifteen (15) minutes, or any portion thereof, that it takes to satisfy the request.

3. A receipt will be issued each time monies are collected for copies of records.

4. Monies collected for copies will be forwarded, on a daily basis, to the City of Clewiston Finance Department and Records Custodian.

5. Responses to public records requests that are lengthy, the result of a subpoena, intended to support civil litigation, or of particular interest to the department (e.g. a department member is the subject of the request, pending media stories, etc.) shall be scanned into the appropriate folder on the internal department network.

P. Seal/Expunction

1. The courts may order the sealing or expunction of a criminal history record.

2. The Deputy Chief, or his/her designee, will check the appropriate department email account on the Florida Criminal Justice Network (CJNET) for FDLE expunction notifications on a monthly basis. These notifications alone are not sufficient for sealing or expunction, a valid court order is still necessary in order to seal or expunge a record.

3. Upon receipt of a court order sealing or expunging a criminal history record, the Deputy Chief, or his/her designee, shall:

   a. Confirm that the order has been signed and certified as a true copy bearing the court seal;

   b. Remove the arrest paperwork from the arrest file and detective folder and delete the arrest from the computer with the assistance of the Information Technology Department, if needed. Retrieve the fingerprint card and arrest paperwork from the arrest module from the computer;

   c. All expunged records will be deleted from the Records Management System, and pertinent records pulled from the files;

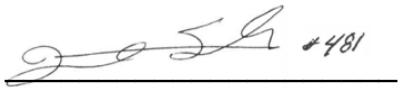
   d. Send a transmittal letter and the court order to FDLE for Clewiston Police Department arrests only;

   e. If the record is sealed, scan the entire packet into RMS or other appropriate electronic file;

f. If the record is expunged, the record is to be held until FDLE confirmation of the expunction has been obtained from CJNET, then the entire file will be shredded; and

g. A copy of the court order will be kept with the FDLE confirmation letter and scanned.

APPROVED:



Tico Salgado
Chief of Police