

**FRUITLAND PARK CITY COMMISSION
REGULAR MEETING AGENDA**

April 24, 2025

City Hall Commission Chambers
506 W. Berckman Street
Fruitland Park, Florida 34731

6:00 p.m.

1. CALL TO ORDER, INVOCATION AND PLEDGE OF ALLEGIANCE

Invocation – Pastor Jamie Weathers, Village Park Baptist Church

Pledge of Allegiance – Interim Police Chief

2. ROLL CALL

3. PRESENTATIONS

4. CONSENT AGENDA

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

(a) Approval of Minutes (city manager/city clerk)

April 10, 2025, Regular Meeting

(b) Resolution 2025-026 Approval of Agreement between the School Board of Lake County, Florida, and the City of Fruitland Park for School Resource Officer Program (2025-2026) (city manager/police chief)

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, ADOPTING THE AGREEMENT BETWEEN THE SCHOOL BOARD OF LAKE COUNTY, FLORIDA AND THE CITY OF FRUITLAND PARK, FLORIDA FOR SHOOOL RESOURCE OFFICER PROGRAM [2025-2026]; PROVIDING FOR AN EFFECTIVE DATE.

5. REGULAR AGENDA

(a) Resolution 2025-025 Approval of Staff Recommendation and Authority to Negotiate a Legal Services Contract between Allen,

Norton & Blue, Winter Park, Florida, and the City of Fruitland Park
(city manager/human resources and risk management director)

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, APPROVING SELECTION FOR ALLEN NORTON & BLUE TO SERVE AS LABOR COUNSEL FOR THE CITY OF FRUITLAND PARK AND AUTHORIZING CITY STAFF TO NEGOTIATE A CONTRACT WITH ALLEN NORTON & BLUE; PROVIDING FOR AN EFFECTIVE DATE.

6. PUBLIC HEARING

7. QUASI-JUDICIAL PUBLIC HEARING

END OF QUASI-JUDICIAL PUBLIC HEARING

END OF PUBLIC HEARING

8. (a) City Manager

- i. Development Update**
- ii. Commission Vacancies**
- iii. Public Safety Building Update**

(b) City Attorney

- i. Wayne Goodridge and Tammy Goodridge v. City of Fruitland Park, Lake County Case No. 2022-CA-1628**
- ii. Linda Herald v. City of Fruitland Park, Lake County Case No. 2025-CA-000116**

9. UNFINISHED BUSINESS

10. PUBLIC COMMENTS

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

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

11. COMMISSIONER COMMENTS

(a) **Commissioner Cosenza III**

(d) **Vice Mayor DeGrave**

12. MAYOR'S COMMENTS

13. ADJOURNMENT

DATES TO REMEMBER

Saturday, May 3rd

Fruitland Park Cleanup
9:00 a.m. to 12:00 p.m.
Northwest Lake Complex –
Cales Memorial Soccer Fields
300 Shiloh Street
- ***Bulk Drop-Off***
- ***Household Hazardous Waste Drop-Off***
- ***Tire Drop-Off***

May 5th – 9th

Teacher Appreciation Week

Thursday, May 8th

City Commission Meeting

For additional events, please visit [Calendar | City of Fruitland Park Florida](#).

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

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

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

PLEASE TURN OFF ELECTRONIC DEVICES OR PLACE IN VIBRATE MODE.

CITY OF FRUITLAND PARK
AGENDA ITEM SUMMARY SHEET
Item Number: **4a & 4b**

ITEM TITLE: **Draft Meeting Minutes & Resolution 2025-026**

MEETING DATE: Thursday, April 24, 2025

DATE SUBMITTED: Wednesday, April 16, 2025

SUBMITTED BY: (See below)

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

(a) Regular Minutes dated April 10, 2025 (city clerk)

(b) Resolution 2025-026, School Resource Officer Agreement between School Board of Lake County and the City of Fruitland Park for School Resource Officer Program (2025-2026)

FUNDS BUDGETED: None

ATTACHMENTS: April 10, 2025, Regular City Commission Meeting Minutes, Agenda Summary for Resolution 2025-026, Proposed Resolution 2025-026, Agreement between Lake County School Board and City of Fruitland Park

RECOMMENDATION: Approve the Consent Agenda

ACTION: Approve

**FRUITLAND PARK CITY COMMISSION REGULAR
MEETING MINUTES
April 10, 2025**

A regular meeting of the Fruitland Park City Commission was held at 506 W. Beckman Street, Fruitland Park, Florida 34731 on Thursday, April 10, 2025, at 6:00 p.m.

Members Present: Mayor Chris Cheshire, Vice Mayor Patrick DeGrave, Commissioner Joseph “Joey” Cosenza

Members Absent: Seats for Districts 2 and 5 are currently vacant.

Also Present: City Manager Karen Manila, City Attorney Anita Geraci-Carver, City Treasurer Gary Bachmann; Interim Police Chief Henry Rains; Interim Community Development Director Michael Rankin, Permit Tech II Kelli Fielder; Public Works Director Robb Dicus; Recreation Director Michelle Yoder; and City Clerk Gwen Johns

Total Attendance: 22

1. CALL TO ORDER, INVOCATION, AND PLEDGE OF ALLEGIANCE

After Mayor Cheshire called the meeting to order, Associate Pastor Ben Spangler, from Community United Methodist Church, gave the Invocation and Interim Police Chief Rains led in the Pledge of Allegiance to the flag.

ACTION: No action was taken.

2. ROLL CALL

After the Invocation and Pledge of Allegiance, Mayor Cheshire called the meeting to order and announced the decorum for this evening’s meeting. He then requested that Ms. Johns call the roll where a quorum was declared present.

ACTION: No action was taken.

3. PRESENTATIONS

(a) Proclamation Presentation to the Family of Commissioner Chris Bell (mayor/city manager/city clerk)

Mayor Cheshire read and presented a proclamation to the family of late Commissioner Chris Bell. The Proclamation was presented to Commissioner Bell’s wife, Joyce, who was joined by their son Jeff, their daughter Jackie and son-in-law Josh Blake. Chris Bell Jr. and his family were unable to attend the meeting.

Jeff Bell thanked the City Commission for the Proclamation and stated that his dad would be happy to know that a day was named after him.

Mayor Cheshire shared that Commissioner Bell was the person who encouraged him to run for a City Commission seat. He expressed kind sentiments and commended Commissioner Bell for his advocacy for the City and stated it would not be the same without him on the Commission. Vice Mayor DeGrave and Commissioner Cosenza agreed.

ACTION: The Proclamation was presented to the family of Commissioner Bell.

3. CONSENT AGENDA

(a) Approval of Minutes – March 27, 2025, Regular Meeting.

(b) Resolution 2025-023, Approval of the Purchase of a Sewer Utility Crane Truck from Rush Truck Center Using Sourcewell Purchasing Cooperative Contract #032824-RTG for \$128,860

ACTION: A motion was made by Vice Mayor DeGrave and seconded by Commissioner Cosenza that the City Commission approve the consent agenda, as presented. The motion carried by a unanimous vote.

4. REGULAR AGENDA

(a) Resolution 2025-019 Variance of Minimum Lot Width on Property Located at 1108 Lake Myrtle Breezes

Ms. Geraci-Carver read into the proposed Resolution 2025-019, the substance of which is as follows:

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, GRANTING A VARIANCE TO THE LAND DEVELOPMENT REGULATION (LDR) REQUIREMENTS TO REDUCE THE MINIMUM LOT WIDTH FROM 80 FEET TO 70 FEET AS MEASURED ALONG THE BUILDING SETBACK LINE ON THE SUBJECT PROPERTY LOCATED AT 1108 MYRTLE BREEZES COURT AND OWNED BY CRYSTAL LAKE LAND HOLDINGS, LLC, PROVIDING FOR AN EXPIRATION DATE; PROVIDING FOR SCRIVENER'S ERRORS; AND PROVIDING FOR AN EFFECTIVE DATE.

ACTION: A motion was made by Commissioner Cosenza and seconded by Vice Mayor DeGrave that the City Commission adopt Resolution 2025-019 as previously cited.

Mayor Cheshire called for a roll call vote on the motion and declared it carried unanimously.

(b) Resolution 2025-024 Agreement Between The Dive Place II, LLC, and the City of Fruitland Park for the use of Gardenia Park Swimming Pool for Scuba Diving Lessons

Ms. Geraci-Carver read into the proposed Resolution 2025-024, the substance of which is as follows:

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, ADOPTING THE AGREEMENT BETWEEN THE DIVE PLACE II, LLC, AND THE CITY OF FRUITLAND PARK FOR USE OF THE GARDENIA PARK SWIMMING POOL FOR SCUBA DIVING LESSONS; AND PROVIDING FOR AN EFFECTIVE DATE.

ACTION: A motion was made by Vice Mayor DeGrave and seconded by Commissioner Cosenza that the City Commission adopt Resolution 2025-024 as previously cited.

Mayor Cheshire called for a roll call vote on the motion and declared it carried unanimously.

5. **PUBLIC HEARING – There were none.**

6. **QUASI-JUDICIAL PUBLIC HEARING – There were none.**

7. **(a) City Manager**

i. **Discuss Naming a City Park in Honor of the late Commissioner Chris Bell**

Karen Manila, City Manager, suggested rehabilitating and renaming Olive Park after Commissioner Bell to commemorate his support of parks and recreation. The Commissioners supported the idea, which would be considered as part of the Fiscal Year 2025-2026 budget process.

Vice Mayor DeGrave asked if Olive Park was within the CRA and if CRA funds could be used. Attorney Geraci-Carver confirmed it would be an appropriate use if the park was within the CRA boundary.

Parks and Recreation Director Michelle Yoder stated that staff had discussed the idea of adding pickleball courts at Olive Park, but access issues between Parks and Public Works needed to be resolved. She clarified it was an informational discussion only.

(b) City Attorney

i. **Goodridge and Tammy Goodridge v. City of Fruitland Park, Lake County Case No. 2022-CA-1628** – Ms. Geraci-Carver stated that the plaintiffs in the Goodridge case filed a joint motion with the attorney representing the City to extend the deadline for disclosing their experts. No order had been entered yet.

ii. **Linda Harold v. City of Fruitland Park, Lake County Case No. 2025-CA-000116** – Ms. Geraci-Carver stated that discovery was ongoing in the Harold case.

9. UNFINISHED BUSINESS

There was no unfinished business to come before the city commission at this time.

ACTION: No action was taken.

10. PUBLIC COMMENTS

There were no public comments.

11. COMMISSIONERS' COMMENTS

(a) Commissioner Cosenza

ACTION: Nothing to report.

(b) Vice Mayor DeGrave

ACTION: Nothing to report.

12. MAYOR'S COMMENTS

a. Dates to Remember

Mayor Cheshire announced the following events:

Thursday, April 10th	City Commission Meeting
Saturday, May 3 rd	Fruitland Park Cleanup Day 9:00 a.m. to 12:00 noon

13. ADJOURNMENT

The meeting adjourned at 6:15 p.m.

Gwen Keough-Johns, City Clerk

Chris Cheshire, Mayor

CITY OF FRUITLAND PARK
AGENDA ITEM SUMMARY SHEET
Item Number: **4b**

ITEM TITLE: Resolution 2025-026 Approving an Agreement between the School Board of Lake County, Florida and the City of Fruitland Park, Florida for the School Resource Officer Program (2025-2026)

MEETING DATE: Thursday, April 24, 2025

DATE SUBMITTED: April 14, 2025

SUBMITTED BY: City Manager/Chief of Police

BRIEF NARRATIVE: Each year, the School Board of Lake County and the City of Fruitland Park enter into an agreement to provide a School Resource Officer from the Fruitland Park Police Department to the Fruitland Park Elementary School. This agreement is for school year 2025/2026 beginning August 11, 2025, through the last day of school for students in May 2026.

The School Board will pay an amount equivalent to the exact services rendered for that portion of the salary and benefits of the School Resource Officer (SRO) directly attributable to services provided pursuant to the agreement. These services include, but are not limited to:

- Provide crime prevention programs that encourage students to become responsible citizens.
- Assist with traffic flow on school grounds.
- Interact with students between class breaks, during lunch periods, before and after school and at school activities.
- Be present on and around the school campus while school is in session.
- Serve as a referral resource for students, faculty, and parents to community agencies.
- Serve as a law enforcement resource to school administration.
- Be familiar with the plans and strategies for the prevention and control of dangerous situations at the school.

FUNDS BUDGETED: Salary/benefit expenses are budgeted.
Reimbursement is budgeted.

ATTACHMENTS: Proposed Resolution 2025-026, Agreement between the School Board of Lake County and the City of Fruitland Park

RECOMMENDATIONS: Staff recommends approval of the Resolution, authorizing execution of the Agreement between the School Board of Lake County and the City of Fruitland Park for the School Resource Officer Program (2025-2026).

ACTION: **Adopt Resolution 2025-026.**

RESOLUTION 2025-026

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, ADOPTING THE AGREEMENT BETWEEN THE SCHOOL BOARD OF LAKE COUNTY, FLORIDA AND THE CITY OF FRUITLAND PARK, FLORIDA FOR SCHOOL RESOURCE OFFICER PROGRAM [2025-2026]; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the School Board of Lake County, Florida has requested the City provide a School Resource Officer for the Fruitland Park Elementary School for 2025-2026 school year and the School Board will pay an amount equivalent to the exact services rendered for that portion of the salary and benefits of the School Resource Officer(s) plus pay overtime, if any; and

WHEREAS, the City Commission of the City of Fruitland Park, Florida finds that providing a City of Fruitland Park officer to act as the school resource officer at Fruitland Park Elementary for the 2025-2026 school year is beneficial to the City and its residents and is authorized by Section 163.01, Florida Statutes, with the authority to enter into an agreement for this public purpose; and

WHEREAS, the City Commission of the City of Fruitland Park, Florida desires to adopt the Agreement between the School Board of Lake County, Florida and the City of Fruitland Park, Florida for School Resource Officer Program [2024-2025].

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

Section 1. The Agreement between the School Board of Lake County, Florida, and the City of Fruitland Park, Florida for School Resource Officer Program [2025-2026], **a copy of which is attached hereto**, is approved.

Section 2. The Commission authorizes the Mayor to execute the Agreement between the School Board of Lake County, Florida and the City of Fruitland Park, Florida for School Resource Officer Program [2025-2026]

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

PASSED AND RESOLVED this 24th day of April, 2025, by the City Commission of the City of Fruitland Park, Florida.

SEAL

CITY COMMISSION OF THE CITY OF
FRUITLAND PARK, FLORIDA

Chris Cheshire, Mayor

ATTEST:

GWEN JOHNS, CITY CLERK

Mayor Cheshire	_____	(Yes),	_____	(No),	_____	(Abstained),	_____	(Absent)
Vice Mayor DeGrave	_____	(Yes),	_____	(No),	_____	(Abstained),	_____	(Absent)
Commissioner Cosenza	_____	(Yes),	_____	(No),	_____	(Abstained),	_____	(Absent)
Vacant	_____	(Yes),	_____	(No),	_____	(Abstained),	_____	(Absent)
Vacant	_____	(Yes),	_____	(No),	_____	(Abstained),	_____	(Absent)

Approved as to form and legality:

Anita Geraci-Carver, City Attorney

**AGREEMENT BETWEEN THE SCHOOL BOARD OF LAKE COUNTY, FLORIDA,
AND THE CITY OF FRUITLAND PARK, FOR
SCHOOL RESOURCE OFFICER PROGRAM [2025-2026]**

This **AGREEMENT** is entered into by and between the **City of Fruitland Park**, a Florida municipal corporation, hereinafter referred to as “LAW ENFORCEMENT AGENCY” and the **School Board of Lake County, Florida**, a political subdivision of the State of Florida, hereinafter referred to as “SCHOOL BOARD”.

WITNESSETH:

WHEREAS, the SCHOOL BOARD is seeking one (1) School Resource Officer (SRO) to interact with students during the regular class schedule and at extra-curricular school activities so as to provide additional security to students, school personnel, the school community and school property; and

WHEREAS, the LAW ENFORCEMENT AGENCY is willing to place one (1) **City of Fruitland Park** Police Officer at **Fruitland Park Elementary School (1)** for the purpose of carrying out this school program.

NOW, THEREFORE, in and for consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree that the LAW ENFORCEMENT AGENCY will provide one (1) sworn **City of Fruitland Park** Police Officer who is certified pursuant to Section 943.10(1) *Florida Statutes* to the SCHOOL BOARD to act as the SRO at the one (1) designated school under the terms and conditions of this Agreement.

1. Term of Agreement. The term of this Agreement shall be for the next school year, beginning the 11th day of August 2025 through the last day of school for students in May 2026.

2. Compensation. The SCHOOL BOARD will pay the **City of Fruitland Park** an amount equivalent to the exact services rendered for that portion of the salary and benefits of the SRO(s) directly attributable to services performed provided pursuant to the terms of this Agreement. Such compensation shall be invoiced to the SCHOOL BOARD by the LAW ENFORCEMENT AGENCY in monthly installments following the services rendered for the month, commencing on the 1st day of September 2025 for services rendered beginning August 11,

2025 and continuing on the 1st day of each month thereafter until the term of the contract has expired. Invoices shall be paid by the SCHOOL BOARD within fifteen (15) days of receipt. In the event that The Board of County Commissioners of Lake County, Florida, agrees to pay for any or all of the police officers assigned to the schools pursuant to this Agreement, then the LAW ENFORCEMENT AGENCY agrees that the SCHOOL BOARD may assign its obligation to pay under this section to The Board of County Commissioners of Lake County, Florida.

3. Scope. The LAW ENFORCEMENT AGENCY shall assign an SRO for one (1) designated school. The SRO shall interact with students and provide security at the one (1) designated school. In addition, the SRO shall have the duties and responsibilities listed in Exhibit “A” attached hereto.

4. Background Investigations. The LAW ENFORCEMENT AGENCY represents and warrants to the SCHOOL BOARD that the LAW ENFORCEMENT AGENCY has read and is familiar with Sections 1012.32, 1012.465, 1012.467 and 1012.468, *Florida Statutes* regarding background investigations. The LAW ENFORCEMENT AGENCY covenants to comply with all requirements of the above-cited statutes and shall provide SCHOOL BOARD with proof of compliance upon request. The LAW ENFORCEMENT AGENCY agrees, to the extent permitted by law and only to the extent permitted by 768.28, *Florida Statutes*, to indemnify and hold harmless the SCHOOL BOARD, its officers, agents and employees from any liability in the form of physical injury, death, or property damage resulting from the LAW ENFORCEMENT AGENCY’s failure to comply with the requirements of this paragraph or Florida Statute Sections, 1012.32, 1012.465, 1012.467 and 1012.468, *Florida Statutes*. Any claim against the LAW ENFORCEMENT AGENCY by the SCHOOL BOARD under the preceding sentence shall not include punitive damages or any interest for the period before judgment. Additionally, the LAW ENFORCEMENT AGENCY shall not be liable pursuant to this indemnity to pay a claim or judgment by any one person which exceeds the sum of \$200,000 or any claim or judgment, or portions thereof, which, when totaled with all other claims or judgments paid by the LAW ENFORCEMENT AGENCY arising out of the incident or occurrence, exceeds the sum of \$300,000. Further, nothing in this paragraph shall be construed as an admission of liability on behalf of the LAW ENFORCEMENT AGENCY.

5. Assignment of Officers. The LAW ENFORCEMENT AGENCY shall determine which SRO will be assigned under this Agreement. The LAW ENFORCEMENT AGENCY shall provide a notice of the assigned SRO to the school principals of the one (1) designated school. In the event that the principal of the school where the SRO is assigned believes that the particular SRO is not effectively performing his/her duties and responsibilities, the Principal shall notify the SCHOOL BOARD's Director of Safety and Security in writing. If the situation is not corrected within three (3) working days, the SCHOOL BOARD's Director of Safety and Security shall contact the SRO's immediate supervisor and the Superintendent in writing and provide a copy of said notice to each of them. If the situation is not resolved to the mutual satisfaction of the SRO's immediate supervisor the SCHOOL BOARD's Director of Safety and Security and the Superintendent within ten (10) days, or if, during the same contract period, the Principal determines for a second time that the SRO is not effectively performing his/her duties and responsibilities, then the Principal shall recommend to the SCHOOL BOARD's Director of Safety and Security and Superintendent that the SRO be removed from the program at his/her school, and shall state the reasons as well as the efforts to resolve the problems in writing. The Superintendent, or his/her designee, shall review the request and, if approved, shall provide written notification to the LAW ENFORCEMENT AGENCY who shall transfer the SRO or take other appropriate action within ten (10) business days. In the event the Principal considers the SRO's conduct to present a threat to the safety or well-being of the students or staff, the principal will immediately notify the SCHOOL BOARD's Director of Safety and Security, Superintendent, and the LAW ENFORCEMENT AGENCY. Upon receipt of such notification, the LAW ENFORCEMENT AGENCY shall take appropriate and necessary action.

6. Dismissal/Replacement/Absence. The LAW ENFORCEMENT AGENCY may dismiss or reassign SROs with or without cause. In the event of the resignation, dismissal, or reassignment of an SRO, or in the case of long-term absences by an SRO, the LAW ENFORCEMENT AGENCY shall provide a temporary replacement for the SRO as soon as practical.

7. Leaves/Coverage. The Chief of Police or another designated scheduling officer will approve vacations, sick leaves, and other leaves of absence for the SRO. The SRO will communicate approved vacation, sick leaves, trainings or any other leave that impacts SRO presence in schools with the SCHOOL BOARD's Director of Safety and Security. LAW ENFORCEMENT AGENCY shall provide coverage of an SRO during any time in which the SRO will be off campus of the school to include, but not be limited to vacations, sick leaves, other leaves of absence, or due to other related assignments.

8. Hours of Assignment. The SRO will be stationed at the one (1) designated school for eighty (80) hours per two-week period, Monday through Friday, as assigned and scheduled by the respective school Principal and as approved by the LAW ENFORCEMENT AGENCY.

9. Additional Hours of Assignment. Additional hours of assignment during a two-week period may be made with prior approval of the LAW ENFORCEMENT AGENCY, if requested by the respective school Principal. If the additional hours worked requires additional compensation be paid to the SRO, the LAW ENFORCEMENT AGENCY will include this additional compensation on the next monthly invoice to be paid by the SCHOOL BOARD.

10. Off Campus Assignments. Upon the request of the respective school Principal and with the prior approval of the LAW ENFORCEMENT AGENCY, an SRO's duties may occasionally include his/her assignment at school functions and activities that are held off campus.

11. Reassignment in Emergency Situations. Nothing in this Agreement shall prevent or interfere with the ability of the LAW ENFORCEMENT AGENCY to temporarily withdraw an assigned SRO from his/her post at the one (1) designated school to respond to emergency situations as determined in the sole judgment and discretion of the LAW ENFORCEMENT AGENCY.

12. Supervising Authority. During the term of this Agreement, the SRO assigned shall remain employees of the LAW ENFORCEMENT AGENCY, under the authority of the chain of command of the LAW ENFORCEMENT AGENCY, and subject to all other rules and regulations of the LAW ENFORCEMENT AGENCY. The SRO will report to their respective school Principal for assignment of duties and work schedules, including the extracurricular activities during the regular school day, for up to eighty (80) hours for each officer per two-week period.

Each SRO shall remain, at all times, an employee of the LAW ENFORCEMENT AGENCY. Workers Compensation coverage, as required by law, will be provided for the officer by the LAW ENFORCEMENT AGENCY.

13. Salary and Benefits. The LAW ENFORCEMENT AGENCY will provide the salary and benefits to each SRO assigned, including uniforms and equipment and any applicable overtime pay as agreed to above.

14. Vehicle. The LAW ENFORCEMENT AGENCY will provide vehicles for SROs if or when determined necessary by the LAW ENFORCEMENT AGENCY.

15. Threats to School Safety.

A. Pursuant to Section 1006.13(4), *Florida Statutes*, any acts that pose a threat to school safety, whether committed by a student or adult, shall be reported to the School Principal, or his or her designee, who shall report the acts to the SRO and the SCHOOL BOARD's Director of Safety and Security or SCHOOL BOARD's District Threat Management Coordinator.

B. If requested by the School Principal, or his or her designee, the SRO, or other appropriate law enforcement officers, shall assist in the investigation of the acts that pose a threat to school safety; upon conclusion of the investigation, the SRO shall report the findings of the investigation to the SCHOOL BOARD's Director of Safety and Security, or SCHOOL BOARD's District Threat Management Coordinator to properly document the disposition of the incident. Additionally, the School Principal, or his or her designee, shall consult with SRO concerning appropriate delinquent acts and crimes.

16. Termination of Agreement. This Agreement may be terminated by either party upon thirty (30) days written notice. Notice shall be deemed given as of the date of deposit of such written NOTICE in the course of transmission in the United States Postal Service and addressed as follows:

SCHOOL BOARD:

Superintendent of Schools
School Board of Lake County
201 West Burleigh Boulevard
Tavares, FL 32778

LAW ENFORCEMENT
AGENCY:

Chief of Police
Fruitland Park Police Department
506 West Berckman Street
Fruitland Park, FL 34731

Upon termination pursuant to this subsection, payment will be made by the SCHOOL BOARD or reimbursement made by the LAW ENFORCEMENT AGENCY based on a pro rata charge for services for that portion of the school year covered by this Agreement prior to termination.

17. Entire Agreement. This Agreement embodies the entire agreement and understanding between the parties with respect to the subject matter hereto and supersedes all prior Agreements, representations and understandings either oral, written or otherwise relating thereto.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the respective dates under each signature.

“SCHOOL BOARD”

**THE SCHOOL BOARD OF LAKE COUNTY,
FLORIDA**

By: _____
Tyler Brandeburg, Chairperson

Date: _____

Approved as to form:

Attest: _____
Diane S. Kornegay, Superintendent

School Board Attorney

“LAW ENFORCEMENT AGENCY”

CITY OF FRUITLAND PARK

By: _____
Chris Cheshire, Mayor

Date: _____

Approved as to form:

Attest: _____
Gwen Johns, City Clerk

Anita Geraci-Carver
City of Fruitland Park Attorney

EXHIBIT “A”

In addition to the routine duties and responsibilities of the SROs, the SROs shall have the following specific duties and responsibilities:

1. Each SRO shall at all times perform his/her duties in accordance with City of Fruitland Park Police Department’s standard operating procedures.
2. The SRO shall serve as resource instructors providing programs in crime prevention that encourage students to become responsible citizens.
3. The SRO shall also assist the orderly flow of traffic on school grounds.
4. Each SRO shall maintain all law enforcement powers, duties, and responsibilities inclusive of his/her position as City of Fruitland Park Police Officers while assigned to the SRO program.
5. Each SRO shall be responsible to his/her agency in all matters relating to employment; however, activities conducted by the SRO which are part of the regular school instruction program shall be under the direction of the Principal or his/her designee.
6. Each SRO shall be at his/her school during normal school hours of operation and shall utilize the school’s computer-based visitor management system to sign in and out to verify attendance. During times that the SRO is unable to be on campus or need to leave campus, those times will be coordinated with the Principal or his/her designee and each SRO’s supervisor. The SRO supervisor will assure that the School has a replacement SRO on campus.
7. The SRO shall perform such duties as directed by his/her agency when school is not in session. The Principal or his/her designee shall advise the Officer’s supervisor of the school’s calendar.
8. The SRO may contact students during school hours in conjunction with a criminal investigation so long as such contact does not interfere with or impede the orderly operation of the school or the rights of the individual students.
9. All student record information will be maintained in accordance with the provisions of Florida Statutes.
10. The SRO shall interface with students between class breaks, during lunch periods, before and after school and at school activities at which the SRO is in attendance. The SRO will not be assigned to a permanent school related duty post so as not to establish predictable patterns.
11. In the interest of maintaining a safe and orderly school environment, student and campus supervision is of critical importance. The SRO shall take a prominent role in supervision responsibilities, which shall be coordinated with and agreed to by the SRO and the designated

school Principal. While school is in session, the SRO shall be present on and around the school campus except as permitted in paragraph 6 of this Exhibit A.

12. The SRO shall serve as a referral resource for students, faculty, and parents to community agencies.

13. The SRO shall serve as a Law Enforcement resource to school administration and the District Director of Safety and Security.

14. The SRO shall be familiar and offer support with the plans and strategies for the prevention and control of dangerous situations at the school.

15. The SRO shall be familiar with and shall remain up to date with school safety legislation, specifically Rule 6A-1.0018, F.A.C. and all corresponding Florida Statutes. Accordingly, the SRO shall assist school administration with ensuring compliance with State legislation and District best practices.

16. The SRO, or a designated officer of the LAW ENFORCEMENT AGENCY, shall serve as the mandated sworn law enforcement officer on the School-Based Threat Management Team (SBTMT); and accordingly will complete the required Florida Harm Prevention and Threat Management Model (Florida Model) training in accordance with State Board Rule 6A-1.0018, F.A.C. and §1006.07, Florida Statutes.

17. The SRO and responding LAW ENFORCEMENT AGENCY shall be present and shall actively participate in all active assailant drills, as per State Board Rule 6A-1.0018, F.A.C. [House Bill 1421 (2022)]. The presence of the SRO and each Officer shall be documented in the After Action Report submitted by school administration.

18. The SRO, in accordance with §394.463, Florida Statutes, shall take the lead with or assist District mental health personnel with initiating involuntary examinations for students and staff who meet criteria as defined in Statutes.

19. The SRO will coordinate / consult with the Florida Department of Children and Families (DCF) as necessary to provide necessary support for children and / or families in need.

20. The SRO shall coordinate activities with the school administration and the school guidance department in an effort to identify those students who exhibit indications of early delinquent behavior.

21. The SRO shall attend meetings of school faculty and requested administrative meetings during school hours on a regular basis.

22. The SRO shall not act as a school disciplinarian, as disciplining students is a school responsibility. However, the principal shall contact the SRO for any violations of the law, and the SRO shall determine whether law enforcement action is appropriate.

23. The SRO shall take law enforcement action as necessary and as permitted under Florida law and shall inform the school Principal of such action unless it would impede a criminal investigation, under such circumstances as practical. The SRO shall take appropriate law enforcement action against intruders and unwanted guests who may appear at the school and related school functions, to the extent that the SRO may do so under the authority of law. Whenever practical, the SRO shall advise the Principal before requesting additional law enforcement assistance on campus.

24. The SRO shall be informed by school personnel of any situation occurring on school grounds that would appear to be a violation of the law of criminal nature.

25. The SRO shall maintain detailed accurate records of his/her activities, and provide a written daily report to the LAW ENFORCEMENT AGENCY who shall provide such information to the Safety and Security Department of the SCHOOL BOARD.

26. The SRO and school administration shall work together to keep each other informed during the course of all criminal investigations as permitted by law and as practical. This provision shall not be interpreted so as to interfere with or impede the SRO's law enforcement duties, obligations, and/or powers.

27. The SRO shall work with school administration when determining whether an arrest should be made, or if there is an alternative solution to the incident which would still be in compliance with Florida law. The final decision on whether arrest is appropriate will lie with the attending SRO or other law enforcement officer on scene at the incident. This provision shall not be interpreted so as to interfere with or impede the SRO's law enforcement duties, obligations, or powers.

28. The SRO shall affect a physical arrest for felonies committed on school grounds, particularly those that are "Zero Tolerance", as permitted by law.

29. The SRO shall give assistance to other law enforcement officers and government agencies in matters regarding his/her school assignment, whenever necessary.

30. The parties shall comply with the provisions of the Family Educational Rights and Privacy Act ("FERPA").

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

ITEM TITLE: Resolution 2025-025 Approving Staff Recommendation and Authority to Negotiate a Legal Services Contract between Allen, Norton & Blue, Winter Park, Florida and the City of Fruitland Park, Florida

MEETING DATE: Thursday, April 24, 2025

DATE SUBMITTED: April 15, 2025

SUBMITTED BY: City Manager/Human Resources Director

BRIEF NARRATIVE: On December 20, 2024, the Request for Proposals (RFP) for Labor Attorney Services was issued. The RFP was published on the City's website, DemandStar, and advertised in The Villages Daily Sun. The deadline to submit proposals to the RFP was set at January 17, 2025.

On January 17, 2025, only 2 proposals were received. Due to the small number of proposals, staff sought Commission approval to extend the submission deadline with the hope that more interest would come forward. The deadline for submissions was moved to February 28, 2025.

On February 28, 2025, the City Manager and the Human Resources and Risk Management Director opened the sealed proposals. The 5 law firms that submitted proposals were as follows:

- Allen Norton & Blue
- Bowen | Schroth
- Brionez + Brionez
- Gray Robinson
- Sabatini Law

A staff committee was established and given responsibility to review all the proposals and make a recommendation as to who would be the best fit to provide Labor Attorney Services. The committee was made up of the Human Resources and Risk Management Director, John Klein (committee chairperson), Finance Director, Gary Bachmann, Library Director, Jo-Ann Glendinning, and Interim Police Chief Henry Rains IV.

The committee chairperson distributed the proposals from each law firm along with a scoring sheet for each committee member to use when evaluating proposals. The scoring sheet aligned with the scoring criteria outlined in the RFP.

On March 24, 2025, the Legal Services – Labor/Employment Attorney committee met. Much discussion about each law firm occurred with each committee member expressing what they liked and did not like about each proposal along with sharing their scoring of each firm. After discussion, the committee agreed that they would conduct in-person interviews with 3 law firms. Those firms were Allen Norton & Blue, Bowen | Schroth, and Sabatini Law.

Over 3 separate days, the committee held in-person interviews with each law firm to get to know them better and to get more details about how they would advise the City of Fruitland Park in all labor and employment legal issues. The interviews took place on April 3, 4 and 7, 2025. A standard list of questions was generated ahead of the interviews that all committee members had input on. The final questionnaire was distributed to the committee members prior to the start of the interviews. At the completion of each interview session, the committee spent time talking about the things they learned from the in-person interview including positive and negative impressions, availability, resources, cost, expertise in labor and employment law, and how each firm interacts with the clients they serve.

On April 7, 2025, at the completion of the final interview, the committee discussed whether they had enough information to make a recommendation as to who should be the next Labor/Employment law firm for the City of Fruitland Park. The committee felt they had enough information and after further discussion agreed that Allen Norton & Blue would be the recommendation to present to the City Manager and the City Commission.

On April 9, 2025, the Legal Services – Labor/Employment Attorney committee chairperson sent a memo to the City Manager with a recommendation to use Allen, Norton & Blue as the next Labor/Employment law firm for the City of Fruitland Park. Additionally, the recommendation included approval of the recommendation with the following sequence presenting this same recommendation to the City Commission for their approval and authority for staff working with Ms. Geraci-Carver to negotiate a contract with Allen, Norton & Blue.

Attached with this Agenda Summary is the proposal by the recommended law firm of Allen, Norton & Blue. In the proposal you will find the attorney's biographies, history of the law firm, pricing and how they intend to work with and serve the City of Fruitland Park in all labor and employment legal matters.

The attached resolution approves the Labor Attorney Services recommendation and provides staff and the City Attorney authority to negotiate a contract services agreement.

FUNDS BUDGETED: Legal Services expenses are budgeted.

ATTACHMENTS: Proposed Resolution 2025-025, Request for Proposal 2025-02 for Labor Attorney Services from Allen, Norton & Blue

RECOMMENDATIONS: Staff recommends approval of the resolution and authorization of the staff and City Attorney to negotiate a legal services contract with Allen, Norton & Blue law firm.

ACTION: **Adopt Resolution 2025-025.**

RESOLUTION 2025-025

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, APPROVING SELECTION OF ALLEN NORTON & BLUE TO SERVE AS LABOR COUNSEL FOR THE CITY OF FRUITLAND PARK AND AUTHORIZING CITY STAFF TO NEGOTIATE A CONTRACT WITH ALLEN NORTON & BLUE; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Fruitland Park issued Request for Proposals 2025-02 seeking qualified attorneys and firms to serve as labor counsel for the City of Fruitland Park; and

WHEREAS, a committee comprised of City staff reviewed the responses received to RFP 2025-02 and conducted interview of each firm who submitted a response; and

WHEREAS, the committee recommends the City select and contract with the law firm of Allen Norton & Blue; and

WHEREAS, has home rule authority to take any action in the furtherance of the interest of the City that is not in conflict with general law, and taking action authorized in this resolution is not in conflict.

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

Section 1. The City Commission approves selection of the law firm of Allen Norton & Blue to serve as labor counsel to the City of Fruitland Park.

Section 2. The City Commission authorizes the city manager or designee to negotiate a legal services agreement with Allen Norton & Blue to serve as labor counsel.

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

PASSED AND RESOLVED this 24th day of April, 2025, by the City Commission of the City of Fruitland Park, Florida.

CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA

CHRIS CHESHIRE, MAYOR

SEAL

ATTEST:

GWEN JOHNS, CITY CLERK

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

Approved as to form:

Anita Geraci-Carver, City Attorney



ALLEN NORTON & BLUE
PROFESSIONAL ASSOCIATION

CITY OF FRUITLAND PARK
REQUEST FOR PROPOSAL 2025-02
FOR LABOR ATTORNEY SERVICES

Submitted by:

Brian Koji

ALLEN NORTON & BLUE, P.A.
324 S. Hyde Park Ave., Ste. 225
Tampa, Florida 33606
(813) 251-1210

John "JK" W. Keller, IV
ALLEN NORTON & BLUE, P.A.
1477 W. Fairbanks Ave., Suite 100
Winter Park, Florida 32789
(407) 571-2152
(407) 571-1496 Facsimile
(786) 390-8269 Cellular
jkeller@anblaw.com



ALLEN NORTON & BLUE

PROFESSIONAL ASSOCIATION

1477 West Fairbanks Avenue, Suite 100 • Winter Park, Florida 32789

Telephone 407-571-2152 • Facsimile 407-571-1496

February 21, 2025

Ms. Esther Coulson
City Clerk
City of Fruitland Park
506 W. Berckman Street
Fruitland Park, Florida 34731

Re: Response to Request for Proposals # 2025-02 for
The City of Fruitland Park ~ Labor Attorney Services

Allen Norton & Blue, P.A. is pleased to respond to the City of Fruitland Park's Request for Proposal to provide Labor Attorney Services. The lawyers of Allen Norton & Blue, P.A. have practiced exclusively in the areas of labor and employment law on behalf of management for over fifty years. We have offices in Winter Park, Tallahassee, Tampa, and Coral Gables. The firm currently has nineteen attorneys. It is "A" rated by Martindale-Hubbell and our attorneys are consistently recognized by Best Lawyers®, Super Lawyers®, and U.S. News.

Allen Norton & Blue's attorneys have considerable experience providing counsel to the firm's clients regarding compliance with all local, state, and federal labor and employment laws, including, by way of example, the Florida Public Employees Relations Act, the Florida Civil Rights Act, the Florida Whistleblower Act, the Fair Labor Standards Act, Title VII of the Civil Rights Act of 1964, the Americans with Disabilities Act, the Age Discrimination in Employment Act, and the Family Medical Leave Act. In that regard, we regularly review and revise our clients' personnel policies, employee benefit plans, and employee handbooks to ensure compliance with ever-evolving legal requirements.

Allen Norton & Blue currently represents and has represented over two hundred public employers throughout the State of Florida. It is our belief that no other management side labor and employment law firm in the State of Florida represents as many public entities as we do. In the Central Florida area alone, this includes the City of Wildwood, City of Ocala, City of New Smyrna Beach, City of Port Orange, City of St. Augustine, City of Orlando, Orange County Board of County Commissioners, Town of Lady Lake, City of Tavares, City of Groveland, City of Winter Garden, City of Longwood, City of Lake Mary, City of Eustis, Levy County Board of County Commissioners, Lake-Sumter State College, Lake County Sheriff's Office, Brevard County Sheriff's Office, Marion County Sheriff's Office, Clay County Sheriff's Office, and Osceola County Sheriff's Office. Working with clients such as these, the firm's lawyers have

Miami • Orlando • Tallahassee • Tampa

developed extensive knowledge of and experience dealing with matters related to laws and regulations applicable only to public entities, including Florida's "Sunshine" laws and the Public Employees Relations Act.

Primary Attorney Contact Information

Brian Koji
Allen Norton & Blue, P.A.
324 S. Hyde Park Ave., Ste. 225
Tampa, Florida 33606
(813) 251-1210
(813) 253-2006 Facsimile
(813) 505-0863 Cellular
bkoji@anblaw.com
www.anblaw.com

John "JK" W. Keller, IV, Esquire
Allen Norton & Blue, P.A.
1477 W. Fairbanks Ave., Suite 100
Winter Park, Florida 32789
(407) 571-2152
(407) 571-1496 Facsimile
(786) 390-8269 Cellular
jkeller@anblaw.com
www.anblaw.com

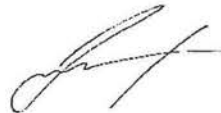
As mentioned above, Allen Norton & Blue, P.A. has provided superior labor and employment law services to numerous public-sector clients for over fifty years. We would welcome the opportunity to do so for the City of Fruitland Park as well. Please do not hesitate to contact me if you need any additional information or have any questions about the materials contained herein.

Thank you for your consideration of our response.

Sincerely,

/s/ *Brian Koji*

Brian Koji
Florida Bar No. 0116297



John "J.K." W. Keller, IV
Florida Bar No. 119542

EXHIBIT "A"

CONTACT SHEET

Name: John W. Keller, IV

Federal Taxpayer ID: 59-1287-650

Mailing Address: Allen Norton & Blue, 1477 W. Fairbanks Ave., Suite 100

City, State, & Zip Code: Winter Park, FL 32789

Telephone: 407-571-2152 **Fax:** 407-571-1496

Email: jkeller@anblaw.com

Submitted By: John W. Keller, IV

Title: Shareholder

ATTORNEY/FIRM Accepts Credit Cards:

Yes

☒ **No**

Accounting Contact:

Name: Barbara Hernandez **Title:** Billing Manager

Email Address: bhernandez@anblaw.com **Phone:** 305-445-7801

Proposal TAB 1

Company Background

The lawyers of Allen Norton & Blue, P.A. have practiced exclusively in the areas of labor and employment law on behalf of management for over fifty years. The firm currently has twenty lawyers, all of whom exclusively practice labor and employment law on behalf of public and private employers. It is "A" rated by Martindale-Hubbell.

The firm's office locations are as follows:

Winter Park Office

1477 West Fairbanks Avenue
Suite 100
Winter Park, Florida 32789-7113
(407) 571-2152
(407) 571-1496 Fax

Tampa Office

Hyde Park Plaza, Suite 225
324 South Hyde Park Avenue
Tampa, Florida 33606
(813) 251-1210
(813) 253-2006 Fax

Tallahassee Office

906 North Monroe Street
Suite 100
Tallahassee, Florida 32303
(850) 561-3503
(850) 561-0332 Fax

Miami Office

121 Majorca Avenue
Suite 300
Coral Gables, Florida 33134
(305) 445-7801
(305) 442-1578 Fax

In addition to having offices strategically located throughout the state, Allen Norton & Blue's attorneys are linked by a robust database and electronic networking. The firm's attorneys, regardless of location, collaborate and communicate regularly on legal developments and activities within the firm's specialized expertise of labor and employment law matters. Allen Norton & Blue attorneys have also previously served in key positions, such as Chairman of the Public Employees Relations Commission, General Counsel of the Florida Sheriffs Association, General Counsels of several Florida State Colleges, and labor and employment counsel of Public Risk Management of Florida. This experience, along with the firm's comprehensive collaboration and communication among its attorneys, are key ingredients in the firm's ability to provide effective and efficient representation to the City of Fruitland Park.

Allen Norton & Blue's attorneys have considerable experience providing counsel to and the defense of clients regarding the numerous federal, state, and local laws and regulations with which employers must comply, including the Florida Public Employees Relations Act, the Florida Civil Rights Act, the Fair Labor Standards Act, the Family Medical Leave Act, and all other federal and state employment laws.

Allen Norton & Blue is Florida's exclusive member of the Worklaw Network. The Worklaw Network is a nationwide network of twenty-nine independent management-side employment and labor law firms. Membership is by invitation only. Worklaw attorneys are linked by e-mail and share a computerized database containing research memoranda, briefs, and other pooled but non-client specific information. As a result, the resources of more than three hundred twenty-six employment and labor law attorneys are always available to Allen Norton & Blue.

Allen Norton & Blue also provides counseling for employers on employment and labor issues, designed to proactively address issues before they arise. The firm's clients frequently contact attorneys in the firm with questions and receive advice and counseling before taking employment actions and changes to benefits. The firm also regularly drafts and revises employment policies, employee benefit plans and handbooks for its clients, and conducts internal audits and investigations regarding employment practices and internal complaints.

As mentioned earlier, Allen Norton & Blue currently represents more than two hundred public employers throughout the State of Florida. The firm provides employment lawsuit defense, management training, consultation, and collective bargaining representation to these clients. The firm also represents its public employer clients in all state and federal courts in Florida as well as the United States Court of Appeals for the Eleventh Circuit. We also regularly appear in front of the Public Employees Relations Commission, the Division of Administrative Hearings, and other administrative bodies on behalf of our clients.

References

The City of Fruitland Park is encouraged to contact the following Allen Norton & Blue clients as references:

Ms. Heather Kidd
HR Director
City of New Smyrna Beach
210 Sams Avenue
New Smyrna Beach, Florida 32168
(386) 410-2641
HKidd@cityofnsb.com

Mr. Christopher Watt
Chief of Staff
City of Ocala
110 SE Watula Ave.
Ocala, FL 34471
(352) 401-3994
cwatt@ocalafl.gov

Alexander Card, Esq.
General Counsel
Osceola County Sheriff's Office
2601 East Irlo Bronson Memorial Hwy.
Kissimmee, FL 34744
(407) 348-4371

Ms. Jacqueline Martin
Human Resource Manager
Levy County Board of County Commissioners
310 School Street, Room 113
Bronson, Florida 32621
(352) 486-5219
martin-jacqueline@levycounty.org

Mr. Reginald Davis, MHR
HR Section Manager
Orange County Board of County Commissioners
Internal Operations Centre I, 2nd Floor
450 E. South Street
Orlando, Florida 32801
(407) 836-5479
Reginald.Davis@ocfl.net

Dr. Laura Byrd
Interim President and Sr. Vice President of Institutional Advancement
Lake-Sumter State College
9501 U.S. Highway 441
Leesburg, Florida 34788
(352) 365-3515
ByrdL@LSSC.edu

Anita Geraci-Carver, Esq.
Law Office of Anita R. Geraci-Carver, P.A.
1560 Bloxam Ave.
Clermont, Florida 34711
(352) 243-2801
anita@agclaw.net

Carlos L. Woody, Esq.
Chief Deputy General Counsel
Orlando Utilities Commission
100 West Anderson Street
Orlando, Florida 32801
(407) 434-2162
CWoody@ouc.com

Jody Litchford, Esq.
Deputy City Attorney
City of Orlando
400 S Orange Avenue, Third Floor
Orlando, Florida 32801
(407) 246-2295
jody.litchford@cityoforlando.net

Proposal TAB 2

Proposed Attorneys

The lead attorney assigned to the City of Fruitland Park would be Brian Koji (Florida Bar No. 0116297, Admitted September 26, 1997, bkoji@anblaw.com), a partner with Allen Norton & Blue. Mr. Koji would be assisted, as needed by John "J.K." W. Keller, IV (Florida Bar No. 119542, Admitted October 8, 2015, jkeller@anblaw.com). Mr. Keller is in Allen Norton & Blue's Winter Park office located at 1477 W. Fairbanks Ave., Suite 100, Winter Park, Florida 32789. Both Mr. Koji and Mr. Keller are licensed and in good standing with the Florida Bar and have never been disciplined by the Bar. Neither is the subject of any criminal or ethical investigation or complaint.

Mr. Koji is located in Allen Norton & Blue's Tampa office located at 324 S. Hyde Park Ave., Ste. 225, Tampa, Florida 33606 and is a partner with Allen Norton & Blue, and has been with the firm approximately 28 years. His practice has been devoted entirely to representing employers with respect to labor and employment law issues and disputes. He is Board Certified by the Florida Bar in labor and employment law and has received an "AV" rating by Martindale-Hubbell. He has been selected for inclusion in *Best Lawyers in America* (2013-current) and *Florida Super Lawyers* (2014-current). He is admitted to practice before all State and federal courts in Florida, as well as the United States Supreme Court, the Eleventh Circuit of Appeals, the D.C. Circuit Court of Appeals, the Federal Circuit Court of Appeals, and the United States Court of Federal Claims.

Mr. Koji has also served as the ABA Litigation Section's co-chair of its *Employment and Labor Relations Committee*, and previously served as the editor of the ABA Litigation Section's national *Employment and Labor Relations Law* newsletter for seven years. Brian also previously served on the ABA Litigation Section's *Economics of Litigation* Task Force for

several years and as co-chair of the ABA Litigation Section's Social Media Committee.

Mr. Keller's practice is focused on representation of public and private sector employers in all aspects of labor and employment law. He has represented employers in labor arbitrations, collective bargaining, unfair labor practice charges, employment discrimination claims, retaliation claims, whistleblower actions, challenges to employee discipline and discharge, and other labor and employment claims. He also regularly advises employers on employment policies. Additionally, Mr. Keller has extensive litigation experience, having litigated nearly 30 jury trials to verdict, as well as multiple arbitrations, hearings with the Department of Administrative Hearings, unfair labor practice hearings, and multiple appeals. He is admitted to practice in all Florida State courts, as well as the Middle and Southern Districts of Florida and the Eleventh Circuit Court of Appeals.

Enclosed are statements of qualifications for Mr. Koji and Mr. Keller. Of course, the entire firm's other attorneys, who are all in good standing with the Florida Bar and have considerable labor law experience, are available to assist the City of Fruitland Park as needed.

When appropriate, Allen Norton & Blue may also use the services of its Tampa and/or Winter Park paralegals, Marie McAdams and Kimberly Maxson, both of whom have extensive experience with the Firm.

While the firm's current workload is consistent, we are confident we have the staffing necessary to meet the needs of the City of Fruitland Park. Both Mr. Keller and Mr. Koji make themselves readily accessible to their clients and the listed references will confirm that has been their experience working with Mr. Koji and/or Mr. Keller.

Service Approach

The Firm envisions its role as both a partner in making employment policy related decisions and as a resource to be utilized prior to making personnel decisions. In this capacity, the City's Human Resource professionals and Administrators will be able to contact the Firm's attorneys regardless of day and time to discuss the legal ramifications of any potential personnel and/or labor action. This relationship involves the Firm in these matters prior to the commencement of any legal action against the City so that it will be in the best defensive posture should a legal action be filed.

Enclosed is a list of governmental entities that Allen Norton & Blue has represented in the last five years and provided similar legal services as the firm would be available to handle on behalf of the City, if requested. For these clients, Allen Norton & Blue has provided the following similar legal services in the past five years:

- Defending litigation against these governmental entities in state and federal court alleging violations of the Florida Civil Rights Act, the Fair Labor Standards Act, Title VII of the Civil Rights Act of 1964, the Americans with Disabilities Act, the Age Discrimination in Employment Act, the Family Medical Leave Act, 42 U.S.C. §§ 1981 and 1983, the Florida Whistleblower Acts, Florida common law claims (including tort claims and breach of contract claims);
- Defending these governmental entities against claims of unfair labor practices with the Public Employees Relations Commission;
- Representing these governmental entities in collective bargaining negotiations with labor organizations representing the entity's public employees;
- Representing these governmental entities in grievances and arbitrations filed against them;
- Drafting, reviewing, and revising employment policies for these governmental entities;

- Advising these governmental entities as to potential and proffered disciplinary actions involving their employees, including drafting, reviewing, and revising disciplinary documentation;
- Providing training to the human resources personnel, management, and non-managerial personnel in the areas of labor and employment law and practices;
- Conducting employment-related investigations and audits; and,
- Representing these governmental entities before the EEOC and the FCHR in response to any claims of discrimination, harassment, and retaliation filed with those agencies.

Non-discrimination Clause and Hiring Commitment

Allen Norton & Blue does not discriminate in the hiring of attorneys, paralegals, and other employees on the basis of race, sex, religion or national origin, sexual orientation, color, pregnancy, age, marital status, familial status, disability, gender identification, genetic information, ethnicity, or any other basis prohibited by applicable federal, state, or local law. Allen Norton & Blue is committed to employing a diverse workforce because it creates a culture that attracts the best talent and evidence shows a diverse workforce leads to increased success. Not only does our Firm employ individuals regardless of any protected classification, but we actively recruit, employ, mentor, and promote minorities and women in the practice of law. Our current associates and shareholders include individuals of different ethnicities, race, religion, gender, and background. Our Firm prides itself on a rich tradition of diversity and will continue to work towards this goal in the future.

John "J.K." W. Keller, IV

Shareholder



Orlando Office
407-571-2152
jkeller@anblaw.com

John "J.K." Keller is a Shareholder at Allen Norton & Blue's Orlando Office. J.K. began his career as a prosecutor at the State Attorney's Office for the Ninth Judicial Circuit, where he tried nearly 30 jury trials to verdict. He now focuses his practice on representation of public and private sector employers in all aspects of labor and employment law. This includes representing employers in employment discrimination claims, retaliation claims, whistleblower actions, and challenges to employee discipline and discharge. A significant portion of J.K.'s practice also includes representing clients in grievance arbitrations and unfair labor practice proceedings, negotiating collective bargaining agreements, and other traditional labor law matters.

JK also spends a large amount of time counseling employers in day-to-day labor and employment matters, including counseling employers on litigation avoidance and preparation, as well as conducting management and employment trainings, conducting various employment investigations, and providing guidance with respect to potential personnel actions.

Professional Recognition and Associations

Florida Bar (2015)
Labor and Employment Law Scholarship Award (2015)
Florida A&M University College of Law Dean's List (2015)
Business Organizations Book Award (2014)

Court Admissions

Eleventh Circuit United States Court of Appeals
U.S. District Court, Middle District of Florida
U.S. District Court, Southern District of Florida
All Florida State Courts and Courts of Appeal

Education

Florida A&M University College of Law (Juris Doctor 2015)
Florida Gulf Coast University 2011 (B.S. Legal Studies 2011)

AV®, AV® Preeminent™, Martindale-Hubbell DistinguishedSM and Martindale-Hubbell NotableSM are certification marks used under license in accordance with the Martindale-Hubbell® certification procedures, standards and policies.

Super Lawyers® is a registered trademark of Thomson Reuters. Best Lawyers® and The Best Lawyers in America® are registered trademarks of Woodward/White, Inc.



Brian Koji
Shareholder

Tampa Office
813-251-1210
bkoji@anblaw.com

For over 20 years, Brian has devoted his practice to all aspects of labor and employment law. His work includes counseling employers on such issues as labor relations, employee discipline and discharge, wage and hour, handbook and policy development, FMLA, ADA, EEO, Affirmative Action compliance, workplace privacy, First Amendment, due process, employment investigations, social media issues, and many other areas.

Brian is certified by the Florida Bar as a Specialist in Employment and Labor Law. He has defended and represented employers in state and federal courts, arbitration forums, and before administrative agencies. Brian also has extensive experience representing employers in labor relations matters, including collective bargaining negotiations, impasse resolution proceedings, unfair labor practice hearings, and grievance arbitrations.

Brian also spends a great deal of time counseling employers on litigation avoidance techniques through such activities as conducting on-site management and employee trainings, producing client webinars, developing proactive policies and procedures, handling employer investigations, and providing pre-defense reviews of anticipated or planned personnel actions.



AV®, AV® Preeminent™, Martindale-Hubbell DistinguishedSM and Martindale-Hubbell NotableSM are certification marks used under license in accordance with the Martindale-Hubbell® certification procedures, standards and policies. Super Lawyers® is a registered trademark of Thomson Reuters. Best Lawyers® and The Best Lawyers in America® are registered trademarks of Woodward/White, Inc.

Professional Experience

Partner for the Firm
Practicing exclusively in Labor and Employment Law since 1997

Professional Recognition and Associations

AV Preeminent rated by Martindale Hubbell
Florida Bar Board Certified in Labor and Employment Law
The Florida Bar Association
American Bar Association
Hillsborough County Bar Association
Florida Bar Labor and Employment Law Section's Publications Committee, 2002-2003
ABA Litigation Section's Employment and Labor Relations Committee (Member 2012-Present, Vice-Chair 2009-2012, Co-Chair 2012-Present)
Academy of Florida Management Attorneys (Member)
ABA Litigation Section's *Economics of Litigation* Task Force (2010-2012)

Court Admissions

U.S. Court of Appeals for the Eleventh Circuit, 2000
U.S. District Courts for the Middle, Southern and Northern Districts of Florida
US Court of Federal Claims, 2007
United States Supreme Court, 2008
D.C. Circuit Court of Appeals, 2013
Federal Circuit Court of Appeals, 2016

Education

University of Central Florida, *summa cum laude*, Economics (B.S., B.A., 1994)
Duke University School of Law (J.D., 1997); Served on Moot Court Board (1996-1997) and Member of DELPF Journal Staff (1995)

Publications

Contributing Author, "BNA Employment at Will: A State-by-State Survey"
Served as a Co-editor of the ABA Litigation Section's Employment and Labor Relations Law Committee Newsletter, 2005 – 2012
Contributor, ABA Model Jury Instructions, Employment Litigation, 2nd Edition (2005)
"Supreme Court Reviews Employer's Obligation Under the ADA To Rehire Employee Previously Dismissed for Violating Employer's Drug and Alcohol Policy," *The Checkoff*, Vol. XLII, No. 3, May 2004
"Public Employers Are Not Obligated To Collectively Bargain Over The Decision To Subcontract," *The Agenda* (2000)

ALLEN NORTON & BLUE, P.A. PUBLIC SECTOR CLIENT LIST

Alachua County	Belleair, Town of	Captiva Island Fire Control
Alachua County Sheriff's Office	Bethune-Cookman University	Charlotte County Sheriff's Ofc
Anna Maria, City of	Boca Raton, City of	Charlotte County, Clerk of
Apalachicola, City of	Bonita Springs Fire Control	Chattahoochee, City of
Apopka, City of	Bradford County Sheriff's Office	Chipola College
Arcadia, City of	Brevard County School Board	Citrus County
Area Agency on Aging/Pasco	Brevard County Sheriff's Office	Citrus County Sheriff's Office
Avon Park, City of	Brevard County. Tax Collector	Citrus County. Property Appraiser
Baker County Supervisor of Election	Brooksville, City of	City of Belle Isle
Barron Water Control District	Broward County. Sheriff's Office	Clearwater, City of
Bartow, City of	Calhoun County Sheriff's Office	Clewiston, City of
Bay County Sheriff's Office	Cape Coral, City of	College of Central Florida

ALLEN NORTON & BLUE, P.A. PUBLIC SECTOR CLIENT LIST

College of the Florida Keys	Deltona, City of	Eustis, City of
Collier County Sheriff's Office	DeSoto County School Board	Flagler County Bd. of Comm.
Collier County, Clerk of Court	Desoto County Sheriff's Office	Flagler County Sheriff's Office
Collier County Supervisor of Elec.	Desoto County. Board of County. Comm	Florida A & M University
Columbia County Sheriff's Office	Destin Fire Control District	Florida Atlantic University
Columbia County Bd of County Comm	Destin, City of	Florida Department of Lottery
Crestview, City of	Dixie County Sheriff	Florida Department of Management
Crystal River, City of	Duval County Public Schools	Florida Dept. of Education
Dania Beach, City of	East Niceville Fire District	Florida Gateway College
Daytona Beach Shores, City of	Eastern Fla. State College	Florida Gulf Coast University
Deland, City of	Escambia County	Florida International Univ.
Delray Beach, City of	Escambia County Sheriff's Office	Florida Keys Aqueduct Authority

ALLEN NORTON & BLUE, P.A. PUBLIC SECTOR CLIENT LIST

Florida Memorial University	Gulf Coast State College	Holly Hill, City of
Florida Public Media	Gulf County Clerk of Court	Holmes County Sheriff's Office
Florida Sheriff's Youth Ranch	Gulfport, City of	Holmes County Board of County Commissioners
Florida State College at Jax	Habitat for Humanity Upper Key	Indian River County School Bd.
Florida State University	Hardee County	Indian River County Sheriff
Fort Meade, City of	Hardee County Sheriff's Office	Indian River Shores Public SD
Gadsden County Sheriff's Off.	Hardee County Economic Development Counsel	Inverness, City of
Gilchrist County Sheriff's Ofc	Hendry County Board of Commissioners	Jackson County School Board
Glades County Bd. of Comm.	Hendry County Sheriff's Office	Jackson County Sheriff's Off
Greater Naples Fire District	Highlands County Sheriff's Ofc	Jacksonville, City of
Greater Naples Fire R. Foundation	Hillsborough Community College	Jefferson County Sheriff's Of.
Groveland, City of	Holley Navarre Fire District	Juno Beach, Town of

ALLEN NORTON & BLUE, P.A. PUBLIC SECTOR CLIENT LIST

LaBelle, City of	Leon County Super. of Election	Martin County. Tax Collector
Lady Lake, Town of	Levy County Board of County. Comm	Martin County Property Appraiser
Lake City, City of	Levy County. Supervisor of Election	Melbourne Tillman Water Ctrl D
Lake County Sheriff's Office	Live Oak, City of	Miami Beach, City of
Lake Mary, City of	Longboat Key, Town of	Miami Dade College
Lake Placid, Town of	Longwood, City of	Midway Fire District
Lake Sumter State College	Manatee County Sheriff's Office	Monroe County Board of County Com
Lake Wales, City of	Marianna, City of	Monroe County School Bd.
Lakeland, City of	Marion County Sheriff's Office	Monroe County Sheriff's Office
Lantana, Town of	Martin County	Naples, City of
Lee County Courts	Martin County Sheriff's Office	Nassau County Sheriff's Office
Lee County Sheriff's Office	Martin County Super. of Elections	Nassau County. Clerk of Court

ALLEN NORTON & BLUE, P.A. PUBLIC SECTOR CLIENT LIST

Nassau County. Supervisor of Elect.	Okaloosa County School Board	Osceola County Sheriff's Off.
New Port Richey, City of	Okaloosa County Sheriff's Office	Oviedo, City of
New Smyrna Beach, City of	Okaloosa County, Clerk of Court	Pace Fire Rescue District
Niceville, City of	Okaloosa Gas District	Palm Beach Atlantic University
North Bay Fire Department	Okeechobee County Bd of Comm.	Palm Beach County Sheriff
North Ft. Myers Fire Control District	Okeechobee, City of	Palm Beach County. Fire Rescue
North Miami Beach, City of	Orange County Bd. of Comm.	Palm Beach Gardens, City of
North Palm Beach, Village of	Orange County Clerk of Court	Palm Beach Shores, Town of
Northwest Florida State College	Orange County Sheriff's Office	Palm Beach State College
Ocala, City of	Orange County. Sup. of Elections	Panama City, City of
Ocean City-Wright Fire C.D.	Orlando Utilities Commission	Pasco County Sheriff's Office
Okaloosa County Commission	Orlando, City of	Pasco Hernando State College

ALLEN NORTON & BLUE, P.A. PUBLIC SECTOR CLIENT LIST

Pensacola State College	Sanibel Fire & Rescue District	St. Lucie County Fire District
Pensacola, City of	Sanibel, City of	St. Lucie County Sheriff's Off
Picerne Development Corp of FL	Santa Rosa County Sheriff Off	St. Pete Beach, City of
Pinecrest, Village of	Satellite Beach, City of	State College of FL/Manatee/Sa
Polk County School Board	Sebring, City of	Sumter County School Board
Port Orange, City of	Seminole County Sheriff's Off	Sumter County Sheriff's Office
Port Richey, City of	South Daytona, City of	Sun 'N Lake of Sebring
Port Tampa Bay	South Florida State College	Sunny Isles Beach, City of
Punta Gorda, City of	South Miami, City of	Suwannee County Bd. of County. Co
Putnam County Sheriff's Office	South Walton Fire District	Suwannee County Sheriff's Office
Quincy, City of	St. Augustine, City of	Suwannee Valley Transit Authority
Royal Palm Beach, Village of	St. Johns County Sheriff's Ofc	Tallahassee, City of

ALLEN NORTON & BLUE, P.A. PUBLIC SECTOR CLIENT LIST

Tampa, City of	University of North Florida	Wakulla County Sheriff's Office
Tavares, City of	University of West Florida	Walton County
Temple Terrace, City of	Valencia College	Walton County Sheriff's Office
Umatilla, City of	Valparaiso, City of	Washington County Sheriff's Office
Union County Sheriff's Office	Vero Beach, City of	Wauchula, City of
University of Central Florida	Village of Tequesta	Wildwood, City of
University of Dayton	Volusia County Clerk of Court	Zephyrhills, City of
University of Florida	Volusia County Sheriff	

Proposal TAB 3

Proposed Fee Schedule

Allen Norton & Blue, P.A. would propose a three (3) year proposal and that its services be compensated on an hourly basis at the following rates: Year 1: \$300.00 per hour for shareholders' and associates' time, and \$125.00 per hour for paralegal's time; Year 2: \$325.00 per hour for shareholders' and associates' time, and \$125.00 per hour for paralegal's time; and, Year 3: \$350.00 per hour for shareholders' and associates' time, and \$125.00 per hour for paralegal's time. The Firm bills in six (6) minute increments. Charges for legal services include, but are not necessarily limited to, all conference time with you and other parties, time spent on legal research and in preparing memoranda, letters, legal documents and other written materials, time spent in travel or on the telephone regarding your legal matters, and conference time between attorneys in this office as we may deem necessary. Further, we will bill you for all out-of-pocket expenses such as overnight delivery services, messenger services, travel expenses, and filing fees, which may be incurred. Enclosed is a draft Proposed Service Agreement.

AGREEMENT FOR EMPLOYMENT AND LABOR LAW LEGAL SERVICES

THIS AGREEMENT is made and entered into effective on date last signed below by and between the City of Fruitland Park, Florida ("City") and Allen Norton & Blue, P.A. ("Law Firm").

WITNESSETH:

WHEREAS, the City desires to retain the services of the Law Firm in connection with general consultation and representation on labor and employment matters, and

WHEREAS, the Law Firm has been selected to represent the City's interests in these matters.

NOW THEREFORE, in consideration of the following mutual covenants and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged by all parties hereto, Law Firm and the City hereby agree as follows:

1. The City hereby engages Law Firm to provide legal representation to the City for labor and employment related legal matters as set forth in this Agreement in a timely, professional, and competent manner.
2. The services to be rendered under this Agreement are as follows:
 - a. Representation of the City's interests with regard to labor and employment matters, as requested by the City;
 - b. Consultation with the City Attorney's office as needed concerning labor and employment legal issues; and
 - c. Legal services related to the above.
3. The Billing Rates are: Year 1: \$300.00 per hour for shareholders' and associates' time, and \$125.00 per hour for paralegal's time; Year 2: \$325.00 per hour for shareholders' and associates' time, and \$125.00 per hour for paralegal's time; and, Year 3: \$350.00 per hour for shareholders' and associates' time, and \$125.00 per hour for paralegal's time.
4. The City will pay reasonable costs and out-of-pocket expenses.
5. Law Firm will send a monthly itemized billing statement showing the correct amount of time for each person who renders billable services, the hourly rate, the amount of fees for the services and the services provided. Clerical services are deemed to be overhead and not billable as paralegal time. The billing will also itemize the expenses. The City will pay upon correct billings at its next billing cycle, not to exceed forty-five (45) days.

6. For the duration of this Agreement the Law Firm will not accept or represent clients in matters adverse to the City without prior written authorization.
7. The term of this Agreement shall commence on date set forth below and shall remain in effect for three (3) years. This Agreement is terminable by either party upon fifteen (15) days written notice by one to the other. As long as the Law Firm is not in breach of this Agreement, the City will pay the Law Firm for all services rendered to the date of the receipt of the notice of termination. The Law Firm will not terminate the Agreement at such a time or in such a manner that the rights of the City in any proceeding will be prejudiced.
8. This Agreement shall be modified only by a written agreement duly executed by the City and Law Firm.
9. This Agreement contains all agreements between the Parties. There are no other representations, warranties, promises, agreements, or understandings, oral, written, or implied, among the Parties, except to the extent reference is made thereto in this Agreement.

IN WITNESS WHEREOF, the parties have signed this Agreement as the dates and year written below.

CITY OF FRUITLAND PARK

Attest: _____

By: _____

Date: _____, 2025

Date: _____, 2025

ALLEN NORTON & BLUE, P.A.

By: _____
John "J.K." W. Keller, IV

Date: _____, 2025

Proposal TAB 4

Professional Liability Insurance

Our Firm maintains a five million dollar (\$5,000,000.00) professional liability insurance policy. Allen Norton & Blue, P.A. shall provide and maintain Workers Compensation, Employers Liability and Automobile Liability insurance in such amounts and retentions as are required by the City of Fruitland Park.

There are no active or pending malpractice claims, judgments, lawsuits or Bar complaints against any shareholder or associate of the firm.



ALLEN-9

OP ID: ZM

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

06/19/2024

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 SGP Advisors (Tampa) Mike Shea 501 E. Kennedy Blvd, #1000 Tampa, FL 33602 Jack Compton	813-251-2580	CONTACT NAME: Jack Compton PHONE (A/C, No, Ext): 813-251-2580 FAX (A/C, No): 813-251-2585 E-MAIL ADDRESS: jcompton@sgpadv.com	
		INSURER(S) AFFORDING COVERAGE	NAIC #
		INSURER A: National Union Fire Ins Cmpy	19445
		INSURER B:	
		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 SUBR INSD WVP	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY					
	☐ CLAIMS-MADE ☐ OCCUR					EACH OCCURRENCE \$
						DAMAGE TO RENTED PREMISES (Ea occurrence) \$
						MED EXP (Any one person) \$
						PERSONAL & ADV INJURY \$
						GENERAL AGGREGATE \$
						PRODUCTS - COMP/OP AGG \$
						\$
	GEN'L AGGREGATE LIMIT APPLIES PER:					
	☐ POLICY ☐ PRO-JECT ☐ LOC					
	OTHER:					
	AUTOMOBILE LIABILITY					
	☐ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident) \$
						BODILY INJURY (Per person) \$
						BODILY INJURY (Per accident) \$
						PROPERTY DAMAGE (Per accident) \$
						\$
	UMBRELLA LIAB	☐ OCCUR				EACH OCCURRENCE \$
	EXCESS LIAB	☐ CLAIMS-MADE				AGGREGATE \$
	DED ☐ RETENTION \$					\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	☐ Y ☐ N				PER STATUTE ☐ OTH-ER ☐
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. EACH ACCIDENT \$
						E.L. DISEASE - EA EMPLOYEE \$
						E.L. DISEASE - POLICY LIMIT \$
A	Prof. Liab.		045810031-24	06/24/2024	06/24/2025	Per claim 5,000,000
	Deductible		\$50,000 PER CLAIM			Aggregate 5,000,000

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

Retro Date: Full Prior Acts. Proof of insurance only.

CERTIFICATE HOLDER	CANCELLATION
ALLENNO Allen, Norton & Blue, P.A. 121 Majorca Ave. Coral Gables, FL 33134	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

ACORD 25 (2016/03)

© 1988-2015 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD

Client#: 706193

ALLENORTO3

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/18/2024

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 any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Marsh & McLennan Agency Boulevard Region 101 N. Starcrest Drive Clearwater, FL 33765		CONTACT NAME: PHONE (A/C, No, Ext): 727 447-6481 FAX (A/C, No): E-MAIL ADDRESS: clicerts@MarshMMA.com	
INSURED Allen, Norton & Blue, PA 121 Majorca Ave. Coral Gables, FL 33134		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Zurich American Insurance Company	
		INSURER B: Zenith Insurance Company	
		INSURER C:	
		INSURER D:	
		INSURER E:	

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 SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GENL AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PROJECT ☐ LOC ☐ OTHER:	Y	CPO753897000	03/16/2024	03/16/2025	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
A	AUTOMOBILE LIABILITY ☐ ANY AUTO OWNED AUTOS ONLY ☒ HIRE AUTOS ONLY ☐ SCHEDULED AUTOS NON-OWNED AUTOS ONLY		CPO753897000	03/16/2024	03/16/2025	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☒ UMBRELLA LIAB ☐ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION \$		AUC753897500	03/16/2024	03/16/2025	EACH OCCURRENCE \$5,000,000 AGGREGATE \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☒ Y ☐ N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y	Z127531509	01/01/2025	01/01/2026	☒ PER STATUTE ☐ OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000

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

Certificate holder is included as Additional Insured when required by written contract, agreement or permit, but only with respect to the General Liability insurance and subject to the provisions and limitations of the policy.

Waiver of subrogation applies to Workers Compensation when required by written contract, agreement or (See Attached Descriptions)

CERTIFICATE HOLDER INFORMATIONAL PURPOSES	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 
--	--

© 1988-2015 ACORD CORPORATION. All rights reserved.

ACORD 25 (2016/03) 1 of 2
 #S14553967/M14553960

The ACORD name and logo are registered marks of ACORD

RCSOV

Proposal TAB 5

EXHIBIT "B"

SWORN STATEMENT UNDER F.S. SECTION 287.133(3) (A), ON PUBLIC ENTITY CRIMES

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 or contract for Labor Attorney Services.
2. This sworn statement is submitted by (entity) Allen Norton & Blue, P.A. whose business address is 1477 W. Fairbanks Ave., Suite 100, Winter Park, FL 32789 and (if applicable) Federal Employer Identification Number (FEIN) is 59-1287-650 (If a Sole Proprietor and you have no FEIN, include the last four digits of your Social Security Number: _____.)
3. My name is John W. Keller, IV and my relationship to the entity named above is Shareholder.
4. I understand that a "public entity crime" as defined in Paragraph 287.133(a) (g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any proposal or contract for goods or services to be provided to any public entity or any agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
5. I understand that "convicted" or "conviction" as defined in paragraph 287.133(a) (b), Florida Statutes, means finding of guilt or a conviction of a public entity crime with or without an adjudication of guilt, in any federal or state trial court of records relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
6. I understand that an "affiliate" as defined in Paragraph 287.133(1) (a), Florida Statutes, means:
 1. A predecessor or successor of a person convicted of a public entity crime; or
 2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The City of Fruitland Park, Florida ownership by one of shares constituting a controlling income among persons when not for fair interest in another person, or a pooling of equipment or income among persons when not for fair market value under a length agreement, will be a prima facie case that one person controls another person. A person who was knowingly convicted of a public entity crime, in Florida during the preceding 36 months will be considered an affiliate.
7. I understand that a "person" as defined in Paragraph 287.133(1) (e), Florida Statutes, means any natural person or entity organized under the laws of the state or of the United States with the legal power to enter into a binding contract for provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and

agents who are active in management of an entity.

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

☒ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

☐ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. (Please attach a copy of the final order.)

☐ The person or affiliate was placed on the convicted ATTORNEY/FIRM list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in public interest to remove the person or affiliate from the convicted ATTORNEY/FIRM list. (Please attach a copy of the final order.)

☐ The person or affiliate has not been placed on the convicted ATTORNEY/FIRM list. (Please describe any action taken by, or pending with, the Department of General Services.)

Signature

Date:

STATE OF FLORIDA
COUNTY OF Orange

PERSONALLY APPEARED BEFORE ME, the undersigned authority, John W. Keller, IV who, after first being sworn by me, affixed his/her signature at the space provided above on this 24th day of February, 2025, and is personally known to me, or has provided _____ as identification.

Kimberly Maxson

Notary Public

My Commission expires: 9/2/27

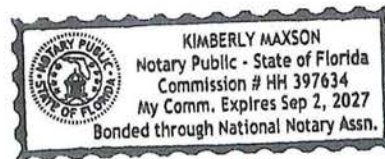


EXHIBIT "C"

DRUG-FREE WORKPLACE CERTIFICATION

The below-signed ATTORNEY/FIRM certifies that it has implemented a drug-free workplace program. In order to have a drug-free workplace prepare, a business must:

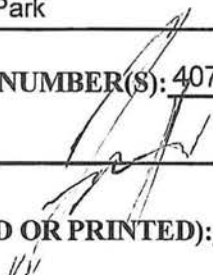
1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violation of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or services a copy of the statement specified in paragraph 1.
4. In the statement in paragraph 1., notify the employees that, as a condition of working on the commodities or contractual services that are under proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of nolo contendere to, any violation occurring in the workplace no later than five (5) working days after such conviction.
5. Impose a sanction on, or require fine satisfactory participation in drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign this statement, I Certify that this firm complies fully with the above drug-free workplace requirements.

COMPANY: Allen Norton & Blue, P.A.

CITY: Winter Park **STATE:** FL **ZIP CODE:** 32789

TELEPHONE NUMBER(S): 407-571-2152

SIGNATURE: 

NAME (TYPED OR PRINTED): John W. Keller, IV **TITLE:** Shareholder

EXHIBIT "D"

E-VERIFY STATEMENT

Bid/Proposal Number: 2025-02

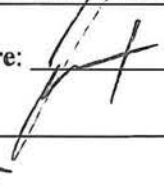
Project Description: Labor Attorney Services

ATTORNEY/FIRM acknowledges and agrees to the following:

ATTORNEY/FIRM will utilize the U.S. Department of Homeland Security's E-Verify system, in accordance with the terms governing use of the system, to confirm the employment eligibility of:

1. All persons employed by the ATTORNEY/FIRM during the term of the Contract to perform employment duties within Florida; and
2. All persons assigned by the ATTORNEY/FIRM to perform work pursuant to the contract with the Department.

Company/Firm: Allen Norton & Blue, P.A.

Authorized Signature: 

Title: Shareholder

Date: 2/24/25

EXHIBIT "E"

Proposer Acknowledgements and Agreements

The undersigned, as an employee or agent of the Proposer, having the authority to sign a binding agreement on behalf of the corporation, company, or firm presenting this submittal, confirms understanding and/or agreement and/or takes exception with any statement in the following sections of this RFP document.

1. INTRODUCTION AND GENERAL INFORMATION
Understands and agrees to all terms.
2. PROPOSAL INSTRUCTIONS, TERMS AND CONDITIONS
Understands and agrees to all terms.
3. EVALUATION
Understands and agrees to all terms.
4. PROPOSER'S RESPONSE: FIRM INFORMATION
Understands and agrees to all terms.
5. PROPOSER'S RESPONSE: PROPOSED LABOR ATTORNEY/TEAM
Understands and agrees to all terms.
6. PROPOSER'S RESPONSE: ACCESSIBILITY AND RESPONSIVENESS
Understands and agrees to all terms.
7. PROPOSER'S RESPONSE: PROPOSED COMPENSATION
Understands and agrees to all terms.

Name: John W. Keller, IV Title: Shareholder

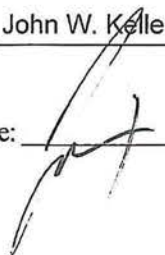
Signature:  Date: 2/24/25

EXHIBIT "F"

CONFLICT OF INTEREST STATEMENT

This sworn statement is submitted with Bid, Proposal or Contract for Labor Attorney Services.

This sworn statement is submitted by (entity) Allen Norton & Blue, P.A. whose business address is 1477 W. Fairbanks Ave., Suite 100, Winter Park, FL 32789 and (if applicable) Federal Employer Identification Number (FEIN) is 59-1287-650 (If a sole proprietor and you have no FEIN, include the last four (4) digits of your Social Security Number: _____.)

My name is John W. Keller, IV and my relationship to the entity named above is Shareholder.

1. The above-named entity is submitting a Proposal for the City of Fruitland Park.
2. The Affiant has made a diligent inquiry and provides the information contained in the Affidavit based upon his/her own knowledge.
3. The Affiant states that only one submittal for the above proposal is being submitted and that the above-named entity has no financial interest in other entities submitting proposals for the same project.
4. Neither the Affiant nor the above-named entity has directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraints of free competitive pricing in connection with the entity's submittal for the above proposal. This statement restricts the discussion of pricing data until the completion of negotiations if necessary and execution of the Contract for this project.
5. Neither the entity nor its affiliates, nor anyone associated with them, is presently suspended or otherwise ineligible from participation in contract letting by any local, State, or Federal Agency.
6. Neither the entity nor its affiliates, nor anyone associated with them have any potential conflict of interest due to any other clients, contracts, or property interests for this project.
7. I certify that no member of the entity's ownership or management is presently applying for an employee position or actively seeking an elected position with the City of Fruitland Park.
8. I certify that no member of the entity's ownership or management, or staff has a vested interest in any aspect of the City of Fruitland Park.
9. In the event that a conflict of interest is identified in the provision of services, I, on behalf of the above-named entity, will immediately notify the City of Fruitland Park.

[Signature] 2/24/25
Signature Date:

STATE OF FLORIDA
COUNTY OF Orange

PERSONALLY APPEARED BEFORE ME, the undersigned authority, who, after first being sworn by me, affixed his/her signature at the space provided above on this 24th day of February, 2025, and is personally known to me, or has provided _____ as identification.

[Signature]
Notary Signature

My Commission expires: 9/2/27

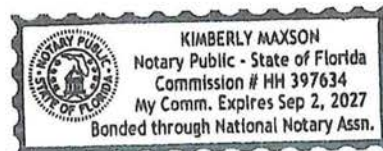


EXHIBIT "G"
Non-Collusion Affidavit

This sworn statement is submitted with Bid, Proposal or Contract for Labor Attorney Services.

This sworn statement is submitted by (entity) Allen Norton & Blue, P.A. whose business address is 1477 W. Fairbanks Ave., Suite 100, Winter Park, FL 32789 and (if applicable) Federal Employer Identification Number (FEIN) is 59-1287-650 (If a Sole Proprietor and you have no FEIN, include the last four (4) digits of your Social Security Number: _____.)

My name is John W. Keller, IV and my relationship to the entity named above is Shareholder.

1. The above named is fully informed respecting the preparation and contents of the attached proposal and of all pertinent circumstances respecting such proposal;
2. Such Proposal is genuine and is not a collusive or sham proposal;
3. Neither the said Proposer nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, connived, or agreed, directly or indirectly, with any other Bidder, firm or person to submit a collusive or sham Proposal in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm, or person to fix the price or prices in the attached proposal or any other Bidder, or to fix any overhead, profit or cost element of the proposal price or the proposal price of any other Bidder, or to secure through any collusion, connivance, or unlawful agreement any advantage against the City of Fruitland Park, Florida or any person interested in the proposed Contract; and
4. The price or prices quoted in the attached proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

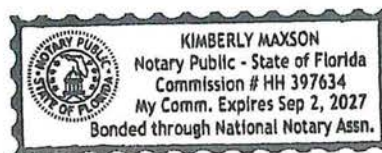
[Signature] 2/24/25
Signature Date:

STATE OF FLORIDA
COUNTY OF Orange

PERSONALLY APPEARED BEFORE ME, the undersigned authority, who, after first being sworn by me, affixed his/her signature at the space provided above on this 24th day of February, 2025, and is personally known to me, or has provided _____ as identification.

[Signature]
Notary Signature

My Commission expires: 9/2/27



Pending Litigation

There is no litigation responsive to Exhibit H that involves any attorney that is currently employed with our firm. However, Allen Norton & Blue, P.A. is currently the named defendant in a lawsuit filed by the former Superintendent of Marion County School District. The lawsuit arose out of an internal investigation conducted by one of our former attorneys (also a named Defendant) in our Orlando Office which led to the Superintendent's separation from employment. The lawsuit was dismissed and summary judgment granted in our favor in November 2023. The Plaintiff filed an appeal which remains pending in the 5th DCA at this time. (*Maier, Heidi F. v. Mark E. Levitt and Allen, Norton & Blue, P.A.*). We are happy to answer any questions the City may have regarding this matter to the extent we are able.

EXHIBIT "H"

DISPUTES DISCLOSURE FORM

Answer the following questions by placing an "X" after "YES" or "NO". If you answer "YES", please explain in the space provided, or via attachment.

Has your firm or any of its officers received a reprimand of any nature or been suspended by the Florida Supreme Court or any other regulatory agency or professional association within the last five years?

YES ___ NO X

Has your firm, or any member of your firm, been declared in default, terminated or removed from a contract or job related to the services your firm provides in the regular course of business within the last five years?

YES ___ NO X

Has your firm had against it or filed any request for equitable adjustment, contract claims, bid protest, or litigation in the past five years that is related to the services your firm provides in the regular course of business?

YES X NO ___

If yes, state the nature of the request for equitable adjustment, contract claim, litigation, or protest, and state a brief description of the case, the outcome or status of the suit and the monetary amounts or extended contract time involved.

I hereby certify that all statements made are true and agree and understand that any misstatement or misrepresentation or falsification of facts will be cause for forfeiture of rights for further consideration of this proposal for the City of Fruitland Park.

Allen Norton & Blue, P.A.

Firm

Date

2/24/25

John W. Keller, IV, Shareholder

Authorized Signature

Printed or Typed Name and Title

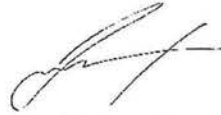
Conclusion

Allen Norton & Blue, P.A. has provided superior labor and employment law services to numerous public-sector clients for over fifty years. We would welcome the opportunity to do so for the City of Fruitland Park as well. Please do not hesitate to contact me if you need any additional information or have any questions about the materials contained herein.

Sincerely,

/s/ *Brian Koji*

Brian Koji
Florida Bar No. 011629

A handwritten signature in black ink, appearing to read 'John W. Keller, IV', with a stylized flourish at the end.

John "J.K." W. Keller, IV
Florida Bar No. 119542

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

ITEM TITLE: CITY ATTORNEY REPORT

MEETING DATE: April 24, 2025

DATE SUBMITTED: April 17, 2025

SUBMITTED BY: City Attorney

Wayne Goodridge and Tammy Goodridge v. City of Fruitland Park, Lake County Case No. 2022-CA-1628: On May 1, 2024 the Stipulated Civil Case Management Order Requiring Disclosures was entered by Judge Takac. On June 18, 2024 the Court approved the substitution of counsel. Plaintiffs' attorney is Zachary J. McCormick. The depositions of the Plaintiffs have been scheduled for April 23, 2025 at City Hall; however, on February 19th the City filed a Notice of Cancellation of Deposition of Tammy Goodridge. On February 20th the City served Expert Interrogatories on Plaintiff Wayne Goodridge. On March 27th the attorney for Plaintiffs and the attorney representing the City stipulated in a joint motion requesting the Court grant an extension to the deadlines for each of the parties to disclose their expert witnesses. An order has not yet been entered.

Linda Herald v. City of Fruitland Park, Lake County Case No. 2025-CA-000116: On January 21, 2025, Ms. Herald filed a two-count complaint against the City for negligent hiring and negligent supervision of former City employee Jabari Hopkins. Ms. Herald seeks damages in excess of \$50,000 for emotional distress associated with Mr. Hopkins' criminal activities of reselling an occupied crematory vault and disturbing the remains of her late husband. On September 21, 2023 Mr. Hopkins entered a plea to the charges and was adjudicated guilty and sentenced to 5 years probation. Attorney Joshua Walker of Walker, Revels, Greninger, PLLC has been appointed to defend the City. On March 14, 2025 an Answer and Affirmative Defenses were filed on behalf of the City. On March 26th the City served interrogatories to Plaintiff to be answered in writing and served a Request to Produce to Plaintiff requiring production of documents.

FUNDS BUDGETED: N/A

ATTACHMENT: N/A

RECOMMENDATION: N/A

ACTION: N/A