



# CITY OF OKEECHOBEE

55 SE THIRD AVENUE  
OKEECHOBEE, FL 34974

**JANUARY 2, 2024**

**6:00 PM**

## LIST OF EXHIBITS

### **Mayor**

Dowling R. Watford, Jr.

### **Council Members**

Noel Chandler

Monica Clark

Bob Jarriel

David McAuley

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Exhibit 1	December 5, 2023 Minutes
Exhibit 2	November, 2023 Warrant Register
Exhibit 3	Ordinance No. 1284
Exhibit 4	Ordinance No. 1285
Exhibit 5	Community Planning Technical Assistance Grand Agreement No. P0497
Exhibit 6	Planning Advisory Services Agreement with CFRPC
Exhibit 7	AccuDock Kayak Launch purchase request
Exhibit 8	Transportation Solutions and Lighting purchase request
Exhibit 9	Lake Okeechobee Projects Report



**CITY OF OKEECHOBEE, FLORIDA**  
**DECEMBER 5, 2023, REGULAR CITY COUNCIL MEETING**  
**DRAFT MEETING MINUTES**

**I. CALL TO ORDER**

Mayor Watford called the regular meeting of the City Council for the City of Okeechobee to order on December 5, 2023, at 6:00 P.M. in the City Council Chambers, located at 55 Southeast 3<sup>rd</sup> Avenue (AVE), Room 200, Okeechobee, Florida. The invocation was offered by Mayor Watford; followed by the Pledge of Allegiance led by Council Member McAuley.

**II. ATTENDANCE**

City Clerk Lane Gamiotea called the roll. Members present to establish a quorum: Mayor Dowling R. Watford, Jr., Vice Mayor Monica M. Clark, and Council Members Noel A. Chandler, Robert "Bob" J. Jarriel, and David R. McAuley.

**III. AGENDA AND PUBLIC COMMENTS**

A. Changes to the agenda were as follows: Items V.D. and E., were withdrawn from the Consent Agenda and added to New Business, items VII.D. and E., and the motions changed from "... approve the disposal ..." to "... designate as surplus and destroy ...".

B. Motion and second by Council Members Jarriel and McAuley to approve the agenda as amended.  
**Motion Carried Unanimously.**

C. There were no comment cards submitted for public participation for issues not on the agenda.

**IV. PRESENTATIONS AND PROCLAMATIONS**

A. Miss Lila Bishop, an Osceola Middle School student, and Future Farmers of America (FFA) Club member, was recognized for placing third, with her project titled "Don't Burn the Bacon," on November 3, 2023, at the National FFA Convention in Indianapolis, Indiana. Miss Alyssa Cortez and Miss Emily Hildebrand, Okeechobee 4-H Club members, were recognized for placing seventh at the Eastern National 4-H Horse Round-Up in Louisville, Kentucky last month.

**V. CONSENT AGENDA**

Motion by Council Member Jarriel, second by Vice Mayor Clark to:

A. Dispense with the reading and approve the Minutes for November 7, and 21, 2023, [as presented in **Exhibit 1**]; and

B. Reappoint Mrs. Donna Howard to the General Employees' Pension Board of Trustees, as City resident one of two appointed by the City Council, term being January 1, 2024, through December 31, 2027 [as presented in **Exhibit 2**]; and

C. Cancel the December 19, 2023, regular Council Meeting.

D. Item was moved to New Business, item VII.D.

E. Item was moved to New Business, item VII.E.

**Motion Carried Unanimously.**

**VI. MAYOR WATFORD OPENED THE PUBLIC HEARING FOR ORDINANCE ADOPTION AT 6:14 P.M.**

A. Motion by Vice Mayor Clark, second by Council Member McAuley to read by title only, proposed Ordinance No. 1281, Land Development Regulation (LDR) Text Amendment Application No. 23-004-TA, adding a definition for Medical Marijuana Dispensaries, removing them as a permitted use in the following Zoning Districts: Light Commercial (CLT), Heavy Commercial (CHV), Commercial Business District (CBD), and Industrial (IND); and existing facilities to be considered nonconforming uses [as presented in **Exhibit 5**].

**Motion Carried Unanimously.**

City Attorney John Fumero read the title of proposed Ordinance No. 1281 into the record as follows: **"AN ORDINANCE OF THE CITY OF OKEECHOBEE, FLORIDA, PROHIBITING MEDICAL MARIJUANA DISPENSARIES WITHIN THE CITY OF OKEECHOBEE AS SUBMITTED IN LDR TEXT AMENDMENT APPLICATION NO. 23-004-TA; AMENDING THE CODE OF ORDINANCES CHAPTER 66 GENERAL PROVISIONS, SECTION 66-1 DEFINITIONS; AMENDING CHAPTER 90 ZONING, ARTICLE III DISTRICTS AND DISTRICT REGULATIONS, DIVISION 7 CLT DISTRICT SECTION 90-252 PERMITTED USES, DIVISION 8 CHV DISTRICT SECTION 90-282 PERMITTED USES, DIVISION 9 CBD DISTRICT SECTION 90-312 PERMITTED USES, AND DIVISION 10 IND DISTRICT**

**VI. PUBLIC HEARING FOR ORDINANCE ADOPTION CONTINUED**

- A. Continued. SECTION 90-342 PERMITTED USES; PROVIDING FOR EXISTING MEDICAL MARIJUANA DISPENSARIES NONCONFORMING; PROVIDING FOR CONFLICT; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE."**

Motion and second by Council Members Jarriel and Chandler to adopt proposed Ordinance No. 1281. The Planning Board recommends approval. Mayor Watford opened the floor to public comments. Mr. Carl Horbath and Ms. Lisa Dean expressed their opposition to adopting the proposed Ordinance. **Roll Call Vote: Chandler-Yea, Clark-Yea, Jarriel-Yea, McAuley-Yea, Watford-Yea.**

**Motion Carried Unanimously.**

- B.** Motion and second by Council Members Chandler and Jarriel to read by title only, proposed Ordinance No. 1282, Abandonment of Right-of-Way (R-O-W) Petition No. 23-002-AC, for the alleyway laying North to South (S) between Lots 3 through 6 and 9 through 12 of Block 34, FIRST ADDITION TO S OKEECHOBEE, Plat Book (PB) 1, Page (PG) 17, Okeechobee County public records, submitted by Steven M. Guelff, on behalf of the property owners, Guelff Family Limited Partnership and Porter Holdings of Okeechobee. The property is located between S Parrott and Southwest (SW) 2<sup>nd</sup> AVE, and SW 17<sup>th</sup> and 18<sup>th</sup> Streets (ST) [as presented in **Exhibit 6**].

**Motion Carried Unanimously.**

Attorney Fumero read the title of proposed Ordinance No. 1282 into the record as follows: **"AN ORDINANCE OF THE CITY OF OKEECHOBEE, FLORIDA; VACATING AND ABANDONING A CERTAIN R-O-W BEING AN UNIMPROVED PORTION OF AN ALLEYWAY LYING WITHIN BLOCK 34, FIRST ADDITION TO S OKEECHOBEE, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PB 1, PG 17, PUBLIC RECORDS OF OKEECHOBEE COUNTY, FLORIDA, AS SUBMITTED IN ABANDONMENT OF R-O-W PETITION NO. 23-002-AC; DIRECTING THE CITY CLERK TO RECORD THE ORDINANCE IN THE PUBLIC RECORDS OF THE CLERK OF THE CIRCUIT COURT IN AND FOR OKEECHOBEE COUNTY, FLORIDA; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE."**

Motion by Council Member Jarriel, second by Vice Mayor Clark, to adopt proposed Ordinance No. 1282. The Technical Review Committee and Planning Board recommend approval. There were no public comments. **Roll Call Vote: Chandler-Yea, Clark-Yea, Jarriel-Yea, McAuley-Yea, Watford-Yea.**

**Motion Carried Unanimously.**

**MAYOR WATFORD CLOSED THE PUBLIC HEARING AT 6:36 P.M.**

**VII. NEW BUSINESS**

- A.** Motion and second by Council Members McAuley and Jarriel to adopt proposed Resolution No. 2023-09, confirming the 2024 schedule of regular meetings [of the City Council as presented in **Exhibit 7** and adding an asterisk to the December 17, 2024, meeting as it may be canceled].

**Motion Carried Unanimously.**

- B.** Motion and second by Council Members Chandler and McAuley to approve the proposal from B & B Site Development, Inc., in the amount of \$27,960.00 to conduct emergency repairs to the Northeast 4<sup>th</sup> ST [drainage ditch East of 6<sup>th</sup> AVE, as presented in **Exhibit 8**, related to the Kimley-Horn and Associates Agreement approved on October 17, 2023].

**Motion Carried Unanimously.**

- C.** Motion and second by Council Members Chandler and McAuley to approve an Agreement [under the Awarded Contract RFQ No. ADM-01-23-07-21] in the amount of \$185,007.68 to Kimley-Horn and Associates for professional engineering services for improvements and general hardening to City Hall [as presented in **Exhibit 9**].

**Motion Carried Unanimously.**

- D.** Motion by Vice Mayor Clark, second by Council Member McAuley to designate as surplus and destroy Brite Stands for Fujitsu Tablets used by the Police Department [**Exhibit 3** will be corrected to change selling on GovDeals.com to destroying].

**Motion Carried Unanimously.**

- E.** Motion by Vice Mayor Clark, second by Council Member McAuley to designate as surplus and destroy Fujitsu Tablets and Scanners used by the Police Department [**Exhibit 4** will be corrected to change selling on GovDeals.com to destroying].

**Motion Carried Unanimously.**

**VIII. CITY ATTORNEY UPDATE**

- Researched a Conflict of Interest ethics question whether a Planning Board Member can vote on a Rezoning Petition when they are a surrounding property owner, the answer is yes.
- Continuing to review the proposed Stormwater Management ordinance.
- Distributed to the representatives of Hamrick Trust an official Opinion of Title for Cattlemen's Square [Block L, Park 5 of FLAGLER PARK], the City is considered a co-owner.
- Working on a Memorandum of Understanding with Freedom Baptist Church to address maintenance and insurance issues related to their use of City property for overflow parking.
- Mayor Watford inquired whether an ordinance is needed to allow Okeechobee Main Street to continue working toward new signage for the downtown area, Administrator Ritter responded Staff is working on this.

**IX. CITY ADMINISTRATOR UPDATE**

- In response to Council Member McAuley's question regarding homeowners being notified of mandatory water and wastewater connections, the Okeechobee Utility Authority (OUA) is currently focusing on various construction projects but will eventually provide notification.
- Mr. Al Lewis, of Gator Security, has provided a survey of the property [legal description: Lot 1 of Block 220, FIRST ADDITION TO OKEECHOBEE, PB 1, PG 11 AND PB 5, PG 6, Okeechobee County public records, located at the corner of SE 5<sup>th</sup> ST and 2<sup>nd</sup> AVE], Attorney to work on real estate transaction documents for the City to sell the property.
- Inquired whether Council Members were interested in scheduling a visit to Advanced Medical Sanitation in Miami. All responded yes. Attorney Fumero advised that due to Sunshine Laws, the Mayor and each Council Member would have to tour the facility one at a time. Council Member Chandler added he called the two restaurants located next to the biomedical facility, both said there were no issues of bad smells from the facility. The visit will be scheduled after the first of the year.

**X. COUNCIL COMMENTS**

Council Member Chandler thanked Staff for their hard work on the Annual Tree Lighting Ceremony.

Council Member Jarriel wished all Merry Christmas and reminded everyone about the Lighted Christmas Parade on December 9, 2023.

Vice Mayor Clark wished everyone a Merry Christmas.

**XI. ADJOURNMENT**

There being no further items of discussion, Mayor Watford adjourned the meeting at 7:08 P.M.

Submitted By:

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Lane Gamiotea, CMC, City Clerk

Please take notice and be advised that when a person decides to appeal any decision made by the City Council with respect to any matter considered at this meeting, s/he may need to ensure that a verbatim record of the proceeding is made, which record includes the testimony and evidence upon which the appeal is to be based. City Clerk media are for the sole purpose of backup for official records of the Clerk.



Okeechobee, FL

# Check Report

By Check Number

Date Range: 11/01/2023 - 11/30/2023

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
<b>Bank Code: CapVeh Fund-Capital Vehicle Fund Truist Checking</b>						
ICS	ICS Computers Inc.	11/16/2023	Regular	0.00	828.00	1971
Celeste Watford Tax	Celeste Watford Tax Collector	11/30/2023	Regular	0.00	524.25	1972
Culpepper & Terpenin	Culpepper & Terpening, Inc.	11/30/2023	Regular	0.00	850.00	1973
ICS	ICS Computers Inc.	11/30/2023	Regular	0.00	887.95	1974
Woody Folsom CDJR of	Woody Folsom CDJR of Douglas	11/30/2023	Regular	0.00	190,000.00	1975

## Bank Code CapVeh Fund Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	5	5	0.00	193,090.20
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	0	0	0.00	0.00
EFT's	0	0	0.00	0.00
	<b>5</b>	<b>5</b>	<b>0.00</b>	<b>193,090.20</b>

## Check Report

Date Range: 11/01/2023 - 11/30/2023

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
<b>Bank Code: GenFund-General Fund Checking-Truist Checking</b>						
City Of Okeechobee P	City Of Okeechobee Payroll Account	11/01/2023	EFT	0.00	117,469.10	220
City Of Okeechobee P	City Of Okeechobee Payroll Account	11/15/2023	EFT	0.00	121,724.85	221
1644	PRM - Health Insurance	11/16/2023	EFT	0.00	60,805.73	222
1770	PRM - Life, LTD & STD	11/16/2023	EFT	0.00	1,525.22	223
1770	PRM - Life, LTD & STD	11/16/2023	EFT	0.00	2,459.82	224
1645	PRM - Vision & Dental	11/16/2023	EFT	0.00	2,354.09	225
City Of Okeechobee P	City Of Okeechobee Payroll Account	11/30/2023	EFT	0.00	124,651.93	226
2032	The Standard	11/30/2023	EFT	0.00	2,548.50	227
BOA- 2709 fka 0257 a	Bank of America - 2709 fka 0257 Admin	11/08/2023	Regular	0.00	1,569.27	46547
	**Void**	11/08/2023	Regular	0.00	0.00	46548
BOA- 9616	Bank of America - 9616 PD#2	11/08/2023	Regular	0.00	2,322.01	46549
BOA- 9852 fka 8540	Bank of America - 9852 fka 8540	11/08/2023	Regular	0.00	3,085.25	46550
BOA- 9928 fka 2303 P	Bank of America - 9928 fka 2303 PW	11/08/2023	Regular	0.00	768.95	46551
ChristinaCurl	Christina Curl	11/08/2023	Regular	0.00	180.00	46552
1843	Kelley Margerum	11/08/2023	Regular	0.00	381.30	46553
AdvanceAuto	Advance Auto Parts	11/16/2023	Regular	0.00	457.98	46554
American Drilling Se	American Drilling Services, Inc.	11/16/2023	Regular	0.00	115.00	46555
AMJ	AMJ	11/16/2023	Regular	0.00	285.00	46556
C&C Industrial Enter	C&C Industrial Enterprise. LLC	11/16/2023	Regular	0.00	7.00	46557
CAS Governmental Ser	CAS Governmental Services, LLC	11/16/2023	Regular	0.00	1,870.74	46558
City Electric Supply	City Electric Supply	11/16/2023	Regular	0.00	44.04	46559
621	City Of Okeechobee - Petty Cash	11/16/2023	Regular	0.00	26.18	46560
2057	FDC SUPPLIES	11/16/2023	Regular	0.00	100.00	46561
CIT Technology Finan	First-Citizens Bank & Trust Co	11/16/2023	Regular	0.00	996.68	46562
Fitness Factory	Fitness Factory	11/16/2023	Regular	0.00	260.00	46563
FPU	Florida Public Utilities	11/16/2023	Regular	0.00	61.01	46564
Gilbert Outdoors	Gilbert Outdoors	11/16/2023	Regular	0.00	59.31	46565
HealthEquity	HealthEquity	11/16/2023	Regular	0.00	13.50	46566
HealthEquity	HealthEquity	11/16/2023	Regular	0.00	734.25	46567
ICS	ICS Computers Inc.	11/16/2023	Regular	0.00	2,084.95	46568
1105	Indian River Crime Laboratory	11/16/2023	Regular	0.00	13,978.50	46569
2253	MacVicar Consulting, Inc.	11/16/2023	Regular	0.00	250.00	46570
Morris-Depew Associa	Morris-Depew Associates, Inc.	11/16/2023	Regular	0.00	3,690.00	46571
2212	Nason Yeager Gerson Harris & Fumero P.A.	11/16/2023	Regular	0.00	9,400.00	46572
Okeechobee Auxiliary	Okeechobee Auxiliary Police, Inc.	11/16/2023	Regular	0.00	300.00	46573
BOCC	Okeechobee County - BOCC	11/16/2023	Regular	0.00	450.00	46574
1727	Okeechobee Dodge Chrysler Jeep	11/16/2023	Regular	0.00	164.63	46575
222	Okeechobee News c/o Independent Newspaper	11/16/2023	Regular	0.00	1,108.56	46576
O'Reilly	O'Reilly Auto Parts	11/16/2023	Regular	0.00	22.48	46577
Reno's	Reno's Motorcycle Service	11/16/2023	Regular	0.00	706.21	46578
1155	Safety Products Inc.	11/16/2023	Regular	0.00	262.80	46579
554	Scott's Quality Cleaning	11/16/2023	Regular	0.00	211.25	46580
St Lucie	St. Lucie Battery & Tire	11/16/2023	Regular	0.00	53.00	46581
350	Superior Water Works, Inc.	11/16/2023	Regular	0.00	82.50	46582
Supplyline	Supplyline	11/16/2023	Regular	0.00	128.00	46583
1513	T.R.A.C. Refrigeration	11/16/2023	Regular	0.00	481.52	46584
Taylor Rental	Taylor Rental - Okeechobee	11/16/2023	Regular	0.00	334.20	46585
1813	Thompson Reuters	11/16/2023	Regular	0.00	104.36	46586
1906	Thread Works Embroidery, LLC	11/16/2023	Regular	0.00	411.00	46587
Treasure Coast Chief	Treasure Coast Chiefs of Police and Sheriffs Assi	11/16/2023	Regular	0.00	150.00	46588
TCMA	Treasure Coast Medical Associates	11/16/2023	Regular	0.00	2,961.00	46589
1544	UniFirst Corp	11/16/2023	Regular	0.00	334.19	46590
Verizon	Verizon Wireless	11/16/2023	Regular	0.00	411.69	46591
W&W	W&W Lumber Company of Okeechobee	11/16/2023	Regular	0.00	234.49	46592
538	Waste Management Inc. of Florida	11/16/2023	Regular	0.00	51,146.27	46593
WEX	WEX Bank	11/16/2023	Regular	0.00	6,450.79	46594
AdvanceAuto	Advance Auto Parts	11/30/2023	Regular	0.00	85.47	46595
AFLAC	American Family Life Assurance Co.	11/30/2023	Regular	0.00	368.60	46596
Business Information	Business Information Systems, Inc.	11/30/2023	Regular	0.00	3,701.30	46597
Carl Berlin	Carl Berlin	11/30/2023	Regular	0.00	35.00	46598

## Check Report

Date Range: 11/01/2023 - 11/30/2023

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Carr, Riggs & Ingram	Carr, Riggs & Ingram, LLC	11/30/2023	Regular	0.00	1,500.00	46599
CenturyLink-Fiber	Century Link	11/30/2023	Regular	0.00	1,826.54	46600
CenturyLink-LD	CenturyLink	11/30/2023	Regular	0.00	18.46	46601
CenturyLink-Local	CenturyLink	11/30/2023	Regular	0.00	2,128.57	46602
City Electric Supply	City Electric Supply	11/30/2023	Regular	0.00	898.65	46603
Comcast	Comcast	11/30/2023	Regular	0.00	216.30	46604
Communications Inter	Communications International, Inc.	11/30/2023	Regular	0.00	176.00	46605
Dawn Hoover	Dawn Hoover	11/30/2023	Regular	0.00	50.00	46606
Douglas McCoy	Douglas McCoy	11/30/2023	Regular	0.00	35.00	46607
FPL	Florida Power & Light Company	11/30/2023	Regular	0.00	1,278.61	46608
FPL	Florida Power & Light Company	11/30/2023	Regular	0.00	2,708.69	46609
GALLS, LLC	GALLS, LLC	11/30/2023	Regular	0.00	23.00	46610
Gilbert Outdoors	Gilbert Outdoors	11/30/2023	Regular	0.00	227.22	46611
1892	Highland Pest Control	11/30/2023	Regular	0.00	10.00	46612
Home Depot	Home Depot Credit Services	11/30/2023	Regular	0.00	4,874.65	46613
	**Void**	11/30/2023	Regular	0.00	0.00	46614
James Murray	James Murray	11/30/2023	Regular	0.00	35.00	46615
2174	James Shaw	11/30/2023	Regular	0.00	35.00	46616
1866	JC Newell Const. Inspect. Services, Inc.	11/30/2023	Regular	0.00	5,356.00	46617
1308	Jeanna Kovac	11/30/2023	Regular	0.00	34.13	46618
2154	Jessica Francis	11/30/2023	Regular	0.00	60.28	46619
1532	Karyne Brass	11/30/2023	Regular	0.00	35.00	46620
Kimley-Horn and Asso	Kimley-Horn and Associates, Inc.	11/30/2023	Regular	0.00	1,494.00	46621
LegalShield	LegalShield	11/30/2023	Regular	0.00	50.85	46622
117	Liberty National Life Ins. Co.	11/30/2023	Regular	0.00	179.28	46623
1962	LiftOff, LLC	11/30/2023	Regular	0.00	19,962.00	46624
1895	Mac L Jonassaint	11/30/2023	Regular	0.00	35.00	46625
MissionSquare	MissionSquare	11/30/2023	Regular	0.00	3,350.00	46626
2212	Nason Yeager Gerson Harris & Fumero P.A.	11/30/2023	Regular	0.00	9,900.00	46627
962	Newmans Power Systems, Inc.	11/30/2023	Regular	0.00	509.55	46628
1727	Okeechobee Dodge Chrysler Jeep	11/30/2023	Regular	0.00	100.97	46629
222	Okeechobee News c/o Independent Newspape	11/30/2023	Regular	0.00	96.00	46630
OUA	Okeechobee Utility Authority	11/30/2023	Regular	0.00	1,114.34	46631
1154	Pat's Floral Design	11/30/2023	Regular	0.00	435.44	46632
1564	Philip Baughman	11/30/2023	Regular	0.00	35.00	46633
Rabon	Rabon's Country Feed	11/30/2023	Regular	0.00	62.84	46634
Ramon Liberato	Ramon Liberato	11/30/2023	Regular	0.00	144.00	46635
554	Scott's Quality Cleaning	11/30/2023	Regular	0.00	1,721.66	46636
2183	Select Shred	11/30/2023	Regular	0.00	30.00	46637
1670	Sherwin-Williams Co.	11/30/2023	Regular	0.00	70.28	46638
1827	Soler Automotive	11/30/2023	Regular	0.00	760.90	46639
350	Superior Water Works, Inc.	11/30/2023	Regular	0.00	55.00	46640
1813	Thompson Reuters	11/30/2023	Regular	0.00	104.36	46641
1906	Thread Works Embroidery, LLC	11/30/2023	Regular	0.00	438.00	46642
Tire Zone	Tire Zone of Okeechobee, Inc.	11/30/2023	Regular	0.00	297.99	46643
T-Mobile	T-Mobile	11/30/2023	Regular	0.00	98.52	46644
1516	Total Roadside Services, Inc.	11/30/2023	Regular	0.00	65.00	46645
1861	TransUnion Risk & Alternative Data	11/30/2023	Regular	0.00	150.00	46646
1939	United Way	11/30/2023	Regular	0.00	41.00	46647
Verizon	Verizon Wireless	11/30/2023	Regular	0.00	72.14	46648
W&W	W&W Lumber Company of Okeechobee	11/30/2023	Regular	0.00	198.20	46649

**Check Report****Date Range: 11/01/2023 - 11/30/2023****Vendor Number****Vendor Name****Payment Date****Payment Type****Discount Amount****Payment Amount****Number**

743

Walmart/Capital One

11/30/2023

Regular

0.00

204.72 46650

**Bank Code GenFund Summary**

<b>Payment Type</b>	<b>Payable Count</b>	<b>Payment Count</b>	<b>Discount</b>	<b>Payment</b>
Regular Checks	146	102	0.00	176,744.37
Manual Checks	0	0	0.00	0.00
Voided Checks	0	2	0.00	0.00
Bank Drafts	0	0	0.00	0.00
EFT's	8	8	0.00	433,539.24
	<b>154</b>	<b>112</b>	<b>0.00</b>	<b>610,283.61</b>



Check Report

Date Range: 11/01/2023 - 11/30/2023

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
<b>Bank Code: Grant Fund 302-CDBG Grant Fund Truist Checking</b>						
Kimley-Horn and Asso	Kimley-Horn and Associates, Inc.	11/30/2023	Regular	0.00	10,324.97	1408

Bank Code Grant Fund 302 Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	1	1	0.00	10,324.97
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	0	0	0.00	0.00
EFT's	0	0	0.00	0.00
	<b>1</b>	<b>1</b>	<b>0.00</b>	<b>10,324.97</b>

Check Report

Date Range: 11/01/2023 - 11/30/2023

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
<b>Bank Code: Grant Fund 305-Industrial Development Fund</b>						
B & B Site Developme	B & B Site Development	11/30/2023	Regular	0.00	62,368.65	1409
CraigSmith	Craig A Smith	11/30/2023	Regular	0.00	2,581.25	1410

Bank Code Grant Fund 305 Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	2	2	0.00	64,949.90
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	0	0	0.00	0.00
EFT's	0	0	0.00	0.00
	<b>2</b>	<b>2</b>	<b>0.00</b>	<b>64,949.90</b>

Check Report

Date Range: 11/01/2023 - 11/30/2023

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
<b>Bank Code: Grant Fund 307-Appropriations Grant Fund</b>						
CAS Governmental Ser	CAS Governmental Services, LLC	11/16/2023	Regular	0.00	675.00	1407
Kimley-Horn and Asso	Kimley-Horn and Associates, Inc.	11/30/2023	Regular	0.00	9,210.25	1411

Bank Code Grant Fund 307 Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	2	2	0.00	9,885.25
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	0	0	0.00	0.00
EFT's	0	0	0.00	0.00
	<b>2</b>	<b>2</b>	<b>0.00</b>	<b>9,885.25</b>

## Check Report

Date Range: 11/01/2023 - 11/30/2023

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
<b>Bank Code: PubFac Fund-Public Facility Fund-Truist Checking</b>						
Diamond R Fertilizer	Diamond R Fertilizer Co., Inc.	11/16/2023	Regular	0.00	357.50	3694
Lubavitch Center	Lubavitch Center of Essex County	11/16/2023	Regular	0.00	2,290.00	3695
Nunez Lawncare & Lan	Nunez Lawncare & Landscaping Inc	11/16/2023	Regular	0.00	8,333.33	3696
1682	ULINE	11/16/2023	Regular	0.00	963.33	3697
2094	USA Services of Florida, Inc.	11/16/2023	Regular	0.00	13,596.00	3698
W&W	W&W Lumber Company of Okeechobee	11/16/2023	Regular	0.00	58.67	3699
Walpole	Walpole Feed & Supply	11/16/2023	Regular	0.00	530.00	3700
C&C Industrial Enter	C&C Industrial Enterprise. LLC	11/30/2023	Regular	0.00	13.95	3701
City Electric Supply	City Electric Supply	11/30/2023	Regular	0.00	20.40	3702
621	City Of Okeechobee - Petty Cash	11/30/2023	Regular	0.00	41.75	3703
FPL	Florida Power & Light Company	11/30/2023	Regular	0.00	5,662.39	3704
Home Depot	Home Depot Credit Services	11/30/2023	Regular	0.00	527.52	3705
1906	Thread Works Embroidery, LLC	11/30/2023	Regular	0.00	24.00	3706
W&W	W&W Lumber Company of Okeechobee	11/30/2023	Regular	0.00	19.98	3707

## Bank Code PubFac Fund Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	18	14	0.00	32,438.82
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	0	0	0.00	0.00
EFT's	0	0	0.00	0.00
	<b>18</b>	<b>14</b>	<b>0.00</b>	<b>32,438.82</b>

## All Bank Codes Check Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	174	126	0.00	487,433.51
Manual Checks	0	0	0.00	0.00
Voided Checks	0	2	0.00	0.00
Bank Drafts	0	0	0.00	0.00
EFT's	8	8	0.00	433,539.24
	<b>182</b>	<b>136</b>	<b>0.00</b>	<b>920,972.75</b>

## Fund Summary

Fund	Name	Period	Amount
001	GENERAL FUND	11/2023	610,283.61
301	PUBLIC FACILITY FUND	11/2023	32,438.82
302	CDBG FUND	11/2023	10,324.97
304	CAPITAL PROJECTS FUND	11/2023	193,090.20
305	INDUSTRIAL DEVELOPMENT FUND	11/2023	64,949.90
307	APPROPRIATIONS GRANT FUND	11/2023	9,885.25
			<b>920,972.75</b>

**ORDINANCE NO. 1284**

**AN ORDINANCE OF THE CITY OF OKEECHOBEE FURTHER AMENDING THE CITY OF OKEECHOBEE GENERAL EMPLOYEES' RETIREMENT SYSTEM, RESTATED PURSUANT TO ORDINANCE 1141; AMENDING SECTION 10, OPTIONAL FORMS OF BENEFITS; PROVIDING FOR CONFLICT; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the City of Okeechobee, Florida, General Employees are presently provided pension and certain other benefits under the Ordinances of the City of Okeechobee, Florida; and

**WHEREAS**, it becomes necessary from time to time to amend said Ordinances in order to clarify or restate certain provisions of the Ordinance, or to enact amendments; and

**WHEREAS**, the Board of Trustees of the City of Okeechobee General Employees' Retirement System has requested an addition to the Plan's Optional Forms of Benefits provision in the event a designated survivor annuitant pre-deceases the Plan participant; and

**WHEREAS**, an amendment to the Plan Summary is necessary to permit such new conditions; and

**WHEREAS**, the Board of Trustees of the City of Okeechobee General Employees' Retirement System have requested and approved such an amendment as being in the best interests of the participants and beneficiaries and improves the administration of the Plan; and

**WHEREAS**, an actuarial impact statement has been conducted describing the actuarial impact of the amendment provided herein; and

**WHEREAS**, for the purposes of this Ordinance, underlined type shall denote additions to and ~~strike through~~ shall denote deletions from the original text.

**NOW THEREFORE**, be it ordained before the City Council of the City of Okeechobee, Florida; presented at a duly advertised public meeting; and passed by majority vote of the City Council; and properly executed by the Mayor or designee, as Chief Presiding Officer for the City: that

**SECTION 1:** The foregoing "whereas" clauses are incorporated herein as legislative findings by this reference and made a part hereof for all intents and purposes.

**SECTION 2:** That the City of Okeechobee General Employees' Retirement System, restated pursuant to Ordinance No. 1141, is hereby further amended by amending Section 10, Optional Forms of Benefits, subsection 10.1 by adding an additional optional form of benefit as sub-subsection E., Joint and Survivor with pop-up option, as follows:

1. In lieu of the amount and form of retirement income payable in the event of normal or early retirement as specified herein, a Member, upon written request to the Board may elect to receive a retirement income or benefit of equivalent actuarial value payable in accordance with one of the following options:

\*\*\*

E. Joint and Survivor with pop-up option: A retirement income of a modified monthly amount, payable to the Member during the lifetime of the Member and following the death of the Member, 100 percent, 75 percent, 66-2/3 percent, or 50 percent of such monthly amount payable to a joint pensioner for his lifetime. Should the joint pensioner pre-decease the participant after the participant's benefit payments have commenced, then the participant's benefit shall revert to the straight-life annuity retirement benefit as of the date of death of the joint pensioner.

**SECTION 3:** That the City of Okeechobee General Employees' Retirement System, restated pursuant to Ordinance No. 1141, is hereby further amended by amending Section 10, Optional Forms of Benefits, Subsection 2 as follows:

2. The Member, upon electing any option of this Section, will designate the joint pensioner (subsection 1. A. or subsection 1.E. above) or Beneficiary (or Beneficiaries) to receive the benefit, if any, payable under the System in the event of Member's death, and will have the power to change such designation from time to time. Such designation will name a joint pensioner or one or more primary Beneficiaries where applicable. If a Member has elected an option with a joint pensioner or Beneficiary and the Member's retirement income benefits have commenced, the Member may thereafter change his designated Beneficiary at any time, but may only change his joint pensioner ~~only if the designated joint pensioner and the Member were married at the time of Member's retirement and are divorced subsequent thereto and the joint pensioner is alive at the time of the change~~ twice. Subject to the restriction in the previous sentence, a Member may substitute a new joint pensioner for a deceased joint pensioner. In the absence of proof of good health of the joint pensioner being replaced, the actuary will assume that the joint pensioner has deceased for purposes of calculating the new payment.

**SECTION 4:** That the City of Okeechobee General Employees' Retirement System, restated pursuant to Ordinance No. 1141, is hereby further amended by amending Section 10, Optional Forms of Benefits, Subsection 4 as follows:

Upon change of a Retiree's joint pensioner in accordance with this Section, the amount of he retirement income payable to the Retiree shall be actuarially ~~determined~~ redetermined to take into account the age ~~and sex~~ of the former joint pensioner, the new joint pensioner and the Retiree and to ensure that the benefit paid is the Actuarial Equivalent of the present value of the Retiree's then-current benefit at the time of the change. Any such Retiree shall pay the actuarial recalculation expenses. Each request for a change will be made in writing on a form prepared by the Board and on completion will be filed with the Board. In the event that no designated Beneficiary survives the Retiree, such benefits as are payable in the event of the death of the Retiree subsequent to his retirement shall be paid as provided in Section 11.

**SECTION 5:** All Ordinances or parts of Ordinances in conflict herewith be and the same are hereby repealed.

**SECTION 6:** Specific authority is hereby granted to codify and incorporate this Ordinance in the existing City of Okeechobee General Employees Retirement System Plan Summary.

**SECTION 7:** If any section, subsection, sentence, clause, phrase of this ordinance, or the particular application thereof shall be held invalid by any court, administrative agency, or other body with appropriate jurisdiction, the remaining section, subsection, sentences, clauses, or phrases under application shall not be affected thereby.

**SECTION 8:** That this Ordinance shall become effective upon adoption.

**INTRODUCED** for First Reading and set for Final Public Hearing this 2<sup>nd</sup> day of January 2024. Roll Call Vote:

	Yes	No	Abstained	Absent
Council Member Chandler:				
Council Member/Vice Mayor Clark:				
Council Member Jarriel:				
Council Member McAuley:				
Mayor Watford:				

\_\_\_\_\_  
Dowling R. Watford, Jr., Mayor

**ATTEST:**

\_\_\_\_\_  
Lane Gamiotea, City Clerk

**PASSED AND ADOPTED** after Second Reading and Final Public Hearing on the 6<sup>th</sup> day of February 2024. Roll Call Vote:

Yes	No	Abstained	Absent
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Council Member Chandler:  
Council Member/Vice Mayor Clark:  
Council Member Jarriel:  
Council Member McAuley:  
Mayor Watford:

Dowling R. Watford, Jr., Mayor

ATTEST:

Lane Gamiotea, City Clerk

APPROVED FOR LEGAL SUFFICIENCY:

John J. Fumero, City Attorney  
Nason Yeager Gerson Harris & Fumero, P.A.



Mr. Hess recommended changing the Vanguard 500 Index Fund with a Fidelity Investment alternative to lower the management fee by 2.5 bp. Assets remain in line with policy targets. The assets gained 4.13% for the June 30<sup>th</sup> quarter compared to 4.09% for the benchmark, in the top 20% fiscal year to date the assets gained 15.88% compared to 16.24% for the benchmark. The 10n year returns of 7.16% average annual gain ranks in the top 12%.

**Melissa Henry made a motion to approve the substitution from Vanguard to Fidelity index fund. The motion received a second from Donna Howard, approved by the Trustees 4-0.**

Mr. Hess reviewed the individual holdings which all performed within expectations. This plan does not hold a real estate fund, which hurt performance last year but helped the gains this year. He reviewed the proposed updates to the Investment Policy Statement. House Bill 3 (HB3) required the Board to consider only pecuniary factors when investing in the Retirement Systems assets, rather than any ESG type considerations. The Board already considers only pecuniary factors so the proposed updates will not have any practical impact on the management of the Retirement System assets. The Board must file a new report by December 15. Investment managers retained by the Board must include a disclaimer when offering opinions on ESG issues. Mr. Sugarman recommended that the Board update the proposed changes.

**Melissa Henry made a motion to adopt the revisions to the Investment Policy Statement to comply with HB3. The motion received a second from Donna Howard, approved by the Trustees 4-0.**

**6. Attorney Report (Robert Sugarman)**

Mr. Sugarman stated his office prepared an ordinance to allow members to choose a pop-up optional form of benefit payments. The Police and Firefighters already have the option to change joint annuitants as well.

**Melissa Henry made a motion to authorize the Resource Center to obtain an actuarial impact statement on the proposed ordinance and recommend the proposed ordinance to the City Council once the actuarial impact statement is completed. The motion received a second from Donna Howard, approved by the Trustees 5-0.**

**7. Administrator Report (Scott Baur)**

Mr. Baur informed the Trustees of the registration for the FPPTA Fall Trustee School being open. Donna Howard plans to attend the Winter Trustee School. Donna Howard and Melissa Henry are both in the CPPT track. Donna Howard was reappointed for an additional 3-year term.

**8. Financials**

The Trustees reviewed, received, and filed the interim financial statements. The Warrant dated August 7, 2023.

**Melissa Henry made a motion to approve the Warrant dated August 7, 2023, as presented. The motion received a second from Donna Howard, approved by the Trustees 4-0.**

**9. Benefit Approvals**

A new employee approval was presented for Patricia Hampshire.



October 17, 2023

Ms. Kyle Tintle  
Resource Centers, LLC  
4360 Northlake Blvd  
Suite 206  
Palm Beach Gardens, Florida 33410

**Re: City of Okeechobee General Employees' Retirement System  
Actuarial Impact Statement**

Dear Kyle:

As requested, we have performed an actuarial review of the proposed Ordinance (copy attached).

Based upon our review, the proposed Ordinance:

- Amends the Plan to include an actuarially equivalent joint and survivor with *pop-up* optional form of payment
- Amends the Plan to allow members to change their joint pensioner up to two times and allows the member to replace a deceased joint pensioner with the benefit recalculated to reflect the joint pensioner death.
- Provides for codification.
- Repeals all Ordinances or parts of Ordinances in conflict herewith.
- Provides for severability.
- Provides for an effective date.

In our opinion, based upon the actuarial assumptions and methods employed in the October 1, 2022 Actuarial Valuation, the proposed Ordinance is a *no cost* Ordinance under our understanding of State minimum funding requirements.

Please provide a signed copy of the Ordinance upon adoption for our records.

If you should have any question concerning the above, please do not hesitate to contact us.

Sincerest regards,  
Gabriel, Roeder, Smith & Company

A handwritten signature in black ink that reads "Michelle Jones". The signature is written in a cursive, flowing style.

Shelly L. Jones, A.S.A.  
Consultant and Actuary

Enclosure

cc: David Robinson, Esq.

# City of Okeechobee, Florida

## Business Impact Estimate

### Pursuant to §166.041, Florida Statutes

Proposed ordinance's reference and title: **Ordinance No. 1284**

**AN ORDINANCE OF THE CITY OF OKEECHOBEE FURTHER AMENDING THE CITY OF OKEECHOBEE GENERAL EMPLOYEES' RETIREMENT SYSTEM, RESTATED PURSUANT TO ORDINANCE 1141; AMENDING SECTION 10, OPTIONAL FORMS OF BENEFITS; PROVIDING FOR CONFLICT; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.**

This Business Impact Estimate is provided in accordance with section 166.041(4), Florida Statutes. If one or more boxes are checked below, this means the City is of the view that a business impact estimate is not required by state law<sup>1</sup> for the proposed ordinance, but the City is, nevertheless, providing this Business Impact Estimate as a courtesy and to avoid any procedural issues that could impact the enactment of the proposed ordinance. This Business Impact Estimate may be revised following its initial posting.

- ☐ The proposed ordinance is required for compliance with Federal or State law or regulation;
- ☐ The proposed ordinance relates to the issuance or refinancing of debt;
- ☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- ☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant or other financial assistance accepted by the municipal government;
- ☐ The proposed ordinance is an emergency ordinance;
- ☐ The ordinance relates to procurement; or
- ☐ The proposed ordinance is enacted to implement the following:
  - a. Part II of Chapter 163, Florida Statutes, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements and development permits;
  - b. Sections 190.005 and 190.046, Florida Statutes, regarding community development districts;
  - c. Section 553.73, Florida Statutes, relating to the Florida Building Code; or
  - d. Section 633.202, Florida Statutes, relating to the Florida Fire Prevention Code.

In accordance with the provisions of controlling law, even notwithstanding the fact that an exemption noted above may apply, the City hereby publishes the following information:

1. Summary of the proposed ordinance (must include a statement of the public purpose, such as serving the public health, safety, morals, and welfare):

**The ordinance amends the Plan Summary of the City of Okeechobee General Employees' Retirement System so that in the event a designated survivor annuitant pre-deceases the Plan participant, the Plan participant can designate a new survivor annuitant.**

---

<sup>1</sup> See Section 166.041(4)(c), Florida Statutes.

2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the City, if any:
  - (a) An estimate of direct compliance costs that businesses may reasonably incur;
  - (b) Any new charge or fee imposed by the proposed ordinance or for which businesses will be financially responsible; and
  - (c) An estimate of the City's regulatory costs, including estimated revenues from any new charges or fees to cover such costs.

**None.**

3. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance:

**None.**

4. Additional information the governing body deems useful (if any):

**The proposed ordinance applies to present and future retirees under the City's General Employee Retirement System.**

**ORDINANCE NO. 1285**

**AN ORDINANCE OF THE CITY OF OKEECHOBEE, FLORIDA; AMENDING THE CODE OF ORDINANCES CHAPTER 2 ADMINISTRATION, ARTICLE III DEPARTMENTS, OFFICERS, AND EMPLOYEES, DIVISION 4 CITY CLERK, SECTION 2-131 GENERAL DUTIES TO REMOVE THE DUTY OF PERSONNEL ADMINISTRATOR; PROVIDING FOR CONFLICT; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the City Council of the City of Okeechobee, Florida (“City”), has adopted Ordinance No. 601, providing, among other things, that the City Clerk would serve as Personnel Administrator for the City; and

**WHEREAS**, the City has a legitimate interest in periodic review of its Ordinances; to make amendments to meet changing community standards, or to accommodate new development; and to create new ordinances or regulations to better serve the public and to make the Code of Ordinances a more consistent and easier to understand document; and

**WHEREAS**, the City Council for the City, has added the position of Human Resources Generalist to the City Staff in the 2023-24 Fiscal Year City budget; and

**WHEREAS**, the City desires to amend the Code of Ordinances to remove the duty of Personnel Administrator from the general duties of the City Clerk; and

**WHEREAS**, for purposes of this Ordinance, underlined type shall denote additions to and ~~strike through~~ shall denote deletions from the original text.

**NOW, THEREFORE**, be it ordained before the City Council of the City; presented at a duly advertised public meeting; and passed by majority vote of the City Council; and properly executed by the Mayor or designee, as Chief Presiding Officer for the City; that:

**SECTION 1: RECITALS.**

The foregoing “whereas” clauses are incorporated herein as legislative findings by this reference and made a part hereof for all intents and purposes.

**SECTION 2: AMENDMENT TO CODE CHAPTER 2.**

That Part II of the Code of Ordinances, Subpart A-General Ordinances, Chapter 2, Administration, Article III Departments, Officers, and Employees be amended to read as follows:

**DIVISION 4. CITY CLERK**

**Section 2-131. General Duties**

- (a) The city clerk shall perform those duties prescribed by the Charter, general law, or such additional duties as directed by the council, in the manner prescribed by the council by ordinance or resolution; however, such additional duties or directives shall not affect the duties of the clerk or distribution of powers among elected officers as set forth in the Charter.
- (b) The city clerk shall perform the following additional non-Charter duties, which duties have either been traditionally performed by the city clerk or have been previously performed at the request of the council:
  - (1) Maintain and keep the seal of the city;
  - (2) ~~Serve as personnel administrator;~~
  - (3) ~~Serve as election coordinator.~~
- (c) The city clerk shall make such reports and furnish such data as the council may require.

**SECTION 3: CONFLICT.**

All ordinances or parts of ordinances in conflict herewith are hereby repealed.

**SECTION 4: INCLUSION IN THE CODE.**

It is the intention of the City Council, and it is hereby ordained that the provisions of this Ordinance shall become and be made a part of the Code of Ordinances for the City.

**SECTION 5: SEVERABILITY.**

If any provision or portion of this Ordinance is declared by any court of competent jurisdiction to be void, unconstitutional, or unenforceable, then all remaining provisions and portions of this Ordinance shall remain in full force and effect.

**SECTION 6: EFFECTIVE DATE.**

This Ordinance shall be effective upon final adoption on second reading.

**INTRODUCED** at a Public Hearing for First Reading and set for Final Public Hearing on this 2<sup>nd</sup> day of January 2024. Roll Call Vote:

	Yes	No	Abstained	Absent
Council Member Chandler:				
Council Member/Vice Mayor Clark:				
Council Member Jarriel:				
Council Member McAuley:				
Mayor Watford:				

\_\_\_\_\_  
Dowling R. Watford, Jr.  
Mayor

ATTEST:

\_\_\_\_\_  
Lane Gamiotea, CMC  
City Clerk

**PASSED AND ADOPTED** after Second Reading and Final Public Hearing this 6<sup>th</sup> day of February 2024. Roll Call Vote:

	Yes	No	Abstained	Absent
Council Member Chandler:				
Council Member/Vice Mayor Clark:				
Council Member Jarriel:				
Council Member McAuley:				
Mayor Watford:				

\_\_\_\_\_  
Dowling R. Watford, Jr.  
Mayor

ATTEST:

\_\_\_\_\_  
Lane Gamiotea, CMC  
City Clerk

**REVIEWED FOR LEGAL SUFFICIENCY:**

\_\_\_\_\_  
John J. Fumero, City Attorney  
Nason Yeager Gerson Harris & Fumero, P.A.

# City of Okeechobee, Florida

## Business Impact Estimate

### Pursuant to §166.041, Florida Statutes

Proposed ordinance's reference and title: **Ordinance No. 1285**

**AN ORDINANCE OF THE CITY OF OKEECHOBEE, FLORIDA; AMENDING THE CODE OF ORDINANCES CHAPTER 2 ADMINISTRATION, ARTICLE III DEPARTMENTS, OFFICERS, AND EMPLOYEES, DIVISION 4 CITY CLERK, SECTION 2-131 GENERAL DUTIES TO REMOVE THE DUTY OF PERSONNEL ADMINISTRATOR; PROVIDING FOR CONFLICT; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.**

This Business Impact Estimate is provided in accordance with section 166.041(4), Florida Statutes. If one or more boxes are checked below, this means the City is of the view that a business impact estimate is not required by state law<sup>1</sup> for the proposed ordinance, but the City is, nevertheless, providing this Business Impact Estimate as a courtesy and to avoid any procedural issues that could impact the enactment of the proposed ordinance. This Business Impact Estimate may be revised following its initial posting.

- ☐ The proposed ordinance is required for compliance with Federal or State law or regulation;
- ☐ The proposed ordinance relates to the issuance or refinancing of debt;
- ☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- ☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant or other financial assistance accepted by the municipal government;
- ☐ The proposed ordinance is an emergency ordinance;
- ☐ The ordinance relates to procurement; or
- ☐ The proposed ordinance is enacted to implement the following:
  - a. Part II of Chapter 163, Florida Statutes, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements and development permits;
  - b. Sections 190.005 and 190.046, Florida Statutes, regarding community development districts;
  - c. Section 553.73, Florida Statutes, relating to the Florida Building Code; or
  - d. Section 633.202, Florida Statutes, relating to the Florida Fire Prevention Code.

In accordance with the provisions of controlling law, even notwithstanding the fact that an exemption noted above may apply, the City hereby publishes the following information:

1. Summary of the proposed ordinance (must include a statement of the public purpose, such as serving the public health, safety, morals, and welfare):

**The ordinance removes the duty of Personnel Administrator from the general duties of the City Clerk.**

---

<sup>1</sup> See Section 166.041(4)(c), Florida Statutes.

2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the City, if any:
- (a) An estimate of direct compliance costs that businesses may reasonably incur;
  - (b) Any new charge or fee imposed by the proposed ordinance or for which businesses will be financially responsible; and
  - (c) An estimate of the City's regulatory costs, including estimated revenues from any new charges or fees to cover such costs.

**None.**

3. Good faith estimate of the number of businesses likely to be impacted by the proposed Ordinance:

**None.**

4. Additional information the governing body deems useful (if any):

**None.**



Agreement #P0497

**COMMUNITY PLANNING TECHNICAL ASSISTANCE  
GRANT AGREEMENT  
STATE OF FLORIDA  
DEPARTMENT OF COMMERCE**

**THIS GRANT AGREEMENT** ("Agreement") is made and entered into by and between the State of Florida, Department of Commerce ("Commerce"), and the *City of Okeechobee, Florida* ("Grantee"). Commerce and Grantee are sometimes referred to herein individually as a "Party" and collectively as "the Parties."

**WHEREAS**, Commerce has the authority to enter into this Agreement and distribute State of Florida funds ("Award Funds") in the amount and manner set forth in this Agreement and in the following Attachments incorporated herein as an integral part of this Agreement:

- **Attachment 1: Scope of Work**
- **Attachment 1-A: Invoice: Grantee's Subcontractor(s) (Contractual Services)**
- **Attachment 1-B: Invoice: Grantee's Employee(s)**
- **Attachment 1-C: Invoice: Combination of Grantee's Subcontractor(s) and Grantee's Employee(s)**
- **Attachment 1-D: Grant Agreement Final Closeout Form**
- **Attachment 1-E: SERA Access Authorization Form (form provided after execution of this agreement)**
- **Attachment 2 and Exhibit 1 to Attachment 2: Audit Requirements**
- **Attachment 3: Audit Compliance Certification**

**WHEREAS**, the Agreement and its aforementioned Attachments are hereinafter collectively referred to as the "Agreement", and if any inconsistencies or conflict between the language of this Agreement and its Attachments arise, then the language of the Attachments shall control, but only to the extent of the conflict or inconsistency;

**WHEREAS**, Grantee hereby represents and warrants that Grantee's signatory to this Agreement has authority to bind Grantee to this Agreement as of the Effective Date and that Grantee, through its undersigned duly authorized representative in his or her official capacity, has the authority to request, accept, and expend Award Funds for Grantee's purposes in accordance with the terms and conditions of this Agreement;

**NOW THEREFORE**, for and in consideration of the covenants and obligations set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties intending to be legally bound hereby agree to perform the duties described herein in this Agreement as follows:

**A. AGREEMENT PERIOD**

This Agreement is effective as of July 1, 2023 (the "Effective Date") and shall continue until the earlier to occur of (a) June 30, 2024 (the "Expiration Date") or (b) the date on which either Party terminates this Agreement (the "Termination Date"). The period of time between the Effective Date and the Expiration Date or Termination Date is the "Agreement Period."

## B. FUNDING

This Agreement is a **cost reimbursement** Agreement. Commerce shall pay Grantee up to **Twenty Thousand Dollars and Zero Cents (\$20,000.00)** in consideration for Grantee's performance under this Agreement. Commerce, in its sole and absolute discretion, may provide Grantee an advance of Award Funds under this Agreement. Travel expenses are authorized under this Agreement. Grantee shall submit bills for such travel expenses and shall be reimbursed only in accordance with Section (s.) 112.061, Florida Statutes (F.S.), and the Invoice Submittal Procedures delineated in Attachment 1, Scope of Work. Commerce shall not pay Grantee's costs related to this Agreement incurred outside of the Agreement Period. In conformity with s. 287.0582, F.S., the State of Florida and Commerce's performance and obligation to pay any Award Funds under this Agreement is contingent upon an annual appropriation by the Legislature. Commerce shall have final unchallengeable authority as to both the availability of funds and what constitutes an "annual appropriation" of funds. Grantee shall not expend Award Funds for the purpose of lobbying the Legislature, the judicial branch, or a state agency. Grantee shall not expend Award Funds to pay any costs incurred in connection with any defense against any claim or appeal of the State of Florida or any agency or instrumentality thereof (including Commerce); or to pay any costs incurred in connection with the prosecution of any claim or appeal against the State of Florida or any agency or instrumentality thereof (including Commerce), which Grantee instituted or in which Grantee has joined as a claimant. Grantee shall either (i) maintain Award Funds in a separate bank account, or (ii) expressly designate in Grantee's business records and accounting system that the Award Funds originated from this Agreement. Grantee shall not commingle Award Funds with any other funds. Commerce may refuse to reimburse Grantee for purchases made with commingled funds. Grantee's costs must be in compliance with all laws, rules, and regulations applicable to expenditures of State funds, including the Reference Guide for State Expenditures ([https://www.myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/state-agencies/reference-guide-for-state-expenditures.pdf?sfvrsn=b4cc3337\\_2](https://www.myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/state-agencies/reference-guide-for-state-expenditures.pdf?sfvrsn=b4cc3337_2)).

## C. ELECTRONIC FUNDS TRANSFER

Within 30 calendar days of the date the last Party has signed this Agreement, Grantee shall enroll in Electronic Funds Transfer (EFT) from the State's Chief Financial Officer. A copy of the Authorization form can be found on the vendor instruction page at: <https://www.myfloridacfo.com/division/aa/vendors>. Any questions should be directed to the Direct Deposit Section of the Division of Accounting and Auditing at (850) 413-5517. Once enrolled, invoice payments shall be made by EFT.

## D. RENEGOTIATION OR MODIFICATION

The Parties agree to renegotiate this Agreement if federal and/or state revisions of any applicable laws or regulations make changes to this Agreement necessary. In addition to changes necessitated by law, Commerce may at any time, with written notice to Grantee, make changes within the general scope and purpose of this Agreement, at Commerce's sole and absolute discretion. Such changes may include modifications of the requirements, changes to processing procedures, or other changes as decided by Commerce. Grantee shall be responsible for any due diligence necessary to determine the impact of each aforementioned modification or change. Any modification of this Agreement Grantee requests must be in writing and duly signed and dated by all Parties in order to be valid and enforceable.

## E. AUDIT REQUIREMENTS AND COMPLIANCE

1. **Section 215.971, Florida Statutes ("F.S.")**. Grantee shall comply with all applicable provisions of s. 215.971, F.S., and Attachment 2 and Exhibit 1 to Attachment 2: Audit Requirements. Grantee shall perform the deliverables and tasks set forth in Attachment 1, Scope of Work. Grantee may only expend Award Funds for allowable costs resulting from obligations incurred during the Agreement Period. Grantee shall refund to Commerce any: (1) balance of unobligated Award Funds which have been advanced or paid to Grantee; or (2) Award Funds paid in excess of the amount to which Grantee is entitled under the terms and conditions of this Agreement and Attachments hereto, upon expiration or termination of this Agreement.
2. **Audit Compliance**. Grantee understands and shall comply with the requirements of s. 20.055(5), F.S. Grantee agrees to reimburse the State for the reasonable costs of investigation the Inspector General or other authorized State official incurs for investigations of Grantee's compliance with the terms of this or any other agreement between the Grantee and the State which results in the suspension or debarment of Grantee. Grantee shall not be responsible for any costs of investigations that do not result in Grantee's suspension or debarment.

## F. RECORDS AND INFORMATION RELEASE

1. **Records Compliance**. Commerce is subject to the provisions of chapter 119, F.S., relating to public records. Any document Grantee submits to Commerce under this Agreement may constitute public records under the Florida Statutes. Grantee shall cooperate with Commerce regarding Commerce's efforts to comply with the requirements of chapter 119, F.S. Grantee shall respond to requests to inspect or copy such records in accordance with chapter 119, F.S. for records made or received by Grantee in connection with this Agreement. Grantee shall immediately notify Commerce of the receipt and content of any request by sending an e-mail to [PRRequest@commerce.fl.gov](mailto:PRRequest@commerce.fl.gov) within one (1) business day after receipt of such request. Grantee shall indemnify, defend, and hold Commerce harmless from any violation of Florida's public records laws wherein Commerce's disclosure or nondisclosure of any public record was predicated upon any act or omission of Grantee. As applicable, Grantee shall comply with s. 501.171, F.S. Commerce may terminate this Agreement if Grantee fails to comply with Florida's public records laws. Grantee shall allow public access to all records made or received by Grantee in connection with this Agreement, unless the records are exempt from s. 24(a) of Article I of the State Constitution or s. 119.07(1), F.S.
2. **Identification of Records**. Grantee shall clearly and conspicuously mark all records submitted to Commerce if such records are confidential and exempt from public disclosure. Grantee's failure to clearly mark each record and identify the legal basis for each exemption from the requirements of chapter 119, F.S., prior to delivery of the record to Commerce serves as Grantee's waiver of a claim of exemption. Grantee shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for as long as those records are confidential and exempt pursuant to Florida law. If Commerce's claim of exemption asserted in response to Grantee's assertion of confidentiality is challenged in any court of law, Grantee shall defend, assume, and be responsible for all fees, costs, and expenses in connection with such challenge.
3. **Keeping and Providing Records**. Commerce and the State have an absolute right to view, inspect, or make or request copies of any records arising out of or related to this Agreement.

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Grantee has an absolute duty to keep and maintain all records arising out of or related to this Agreement. Commerce may request copies of any records made or received in connection with this Agreement, or arising out of Grantee's use of Award Funds, and Grantee shall provide Commerce with copies of any records within ten (10) business days after Commerce's request at no cost to Commerce. Grantee shall maintain all books, records, and documents in accordance with generally accepted accounting procedures and practices which sufficiently and properly reflect all expenditures of Award Funds. For avoidance of doubt, Grantee's duties to keep and provide records to Commerce includes all records generated in connection with or as a result of this Agreement. Upon expiration or termination of this Agreement, Grantee shall transfer, at no cost, to Commerce all public records in possession of Grantee or keep and maintain public records required by Commerce to perform the service. If Grantee keeps and maintains public records upon completion of this Agreement, Grantee shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to Commerce, upon request from Commerce's custodian of records, in a format that is compatible with the information technology systems of Commerce.

4. **Audit Rights.** Representatives of the State of Florida, Commerce, the State Chief Financial Officer, the State Auditor General, the Florida Office of Program Policy Analysis and Government Accountability or representatives of the federal government and their duly authorized representatives shall have access to any of Grantee's books, documents, papers, and records, including electronic storage media, as they may relate to this Agreement, for the purposes of conducting audits or examinations or making excerpts or transcriptions.
5. **Single Audit Compliance Certification.** Annually within 60 calendar days of the close of Grantee's fiscal year, Grantee shall electronically submit a completed Audit Compliance Certification (a version of this certification is attached hereto as Attachment 3) to [Audit@commerce.fl.gov](mailto:Audit@commerce.fl.gov). Grantee's timely submittal of one completed Audit Compliance Certification for each applicable fiscal year will fulfill this requirement for all agreements between Commerce and Grantee.
6. **Ensure Compliance.** Grantee shall ensure that any entity which is paid from, or for which Grantee's expenditures will be reimbursed by, Award Funds, is aware of and will comply with the aforementioned audit and record keeping requirements.
7. **Contact Custodian of Public Records for Questions.** IF THE GRANTEE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE GRANTEE'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS by telephone at (850) 245-7140, via e-mail at [PRRequest@commerce.fl.gov](mailto:PRRequest@commerce.fl.gov), or by mail at Department of Commerce, Public Records Coordinator, 107 East Madison Street, Caldwell Building, Tallahassee, Florida 32399-4128.

**G. TERMINATION AND FORCE MAJEURE**

1. **Termination due to Lack of Funds:** In the event funds to finance this Agreement become unavailable or if federal or state funds upon which this Agreement is dependent are

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withdrawn or redirected, Commerce may terminate this Agreement upon no less than 24 hour written notice to Grantee. Commerce shall be the final authority as to the availability of funds and will not reallocate funds earmarked for this Agreement to another program thus causing "lack of funds." In the event of termination of this Agreement under this provision, Grantee will be paid for any work satisfactorily completed prior to notification of termination. The lack of funds shall not constitute Commerce's default under this Agreement.

2. **Termination for Cause:** Commerce may terminate the Agreement if Grantee fails to: (1) deliver the services within the time specified in the Agreement or any extension; (2) maintain adequate progress, thus endangering performance of the Agreement; (3) honor any term of the Agreement; or (4) abide by any statutory, regulatory, or licensing requirement. The rights and remedies of Commerce in this clause are in addition to any other rights and remedies provided by law or under the Agreement. Grantee shall not be entitled to recover any cancellation charges or lost profits.
3. **Termination for Convenience:** Commerce, by written notice to Grantee, may terminate this Agreement in whole or in part when Commerce determines in Commerce's sole and absolute discretion that it is in Commerce's interest to do so. Grantee shall not provide any deliverable pursuant to Attachment 1: Scope of Work after it receives the notice of termination, except as Commerce otherwise specifically instructs Grantee in writing. Grantee shall not be entitled to recover any cancellation charges or lost profits.
4. **Grantee's Responsibilities Upon Termination:** If Commerce issues a Notice of Termination to Grantee, except as Commerce otherwise specifies in that Notice, Grantee shall: (1) Stop work under this Agreement on the date and to the extent specified in the notice; (2) complete performance of such part of the work Commerce does not terminate; (3) take such action as may be necessary, or as Commerce may specify, to protect and preserve any property which is in the possession of Grantee and in which Commerce has or may acquire an interest; and (4) upon the effective date of termination, Grantee shall transfer, assign, and make available to Commerce all property and materials belonging to Commerce pursuant to the terms of this Agreement and all Attachments hereto. Grantee shall not receive additional compensation for Grantee's services in connection with such transfers or assignments.
5. **Force Majeure and Notice of Delay from Force Majeure.** Neither Party shall be liable to the other for any delay or failure to perform under this Agreement if such delay or failure is neither the fault nor the negligence of the Party or its employees or agents and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond the Party's control, or for any of the foregoing that affects subcontractors or suppliers if no alternate source of supply is available. However, in the event of delay from the foregoing causes, the Party shall take all reasonable measures to mitigate any and all resulting delay or disruption in the Party's performance obligation under this Agreement. If the delay is excusable under this FORCE MAJEURE AND NOTICE OF DELAY FROM FORCE MAJEURE section, the delay will not result in any additional charge or cost under the Agreement to either Party. In the case of any delay Grantee believes is excusable under this FORCE MAJEURE AND NOTICE OF DELAY FROM FORCE MAJEURE section, Grantee shall notify Commerce in writing of the delay or potential delay and describe the cause of the delay either: (1) within ten (10) calendar days after the cause that creates or will create the delay first arose, if Grantee could reasonably foresee that a delay could occur as a result; or (2) within five (5) calendar days after the date Grantee first had reason to believe that a delay

could result, if the delay is not reasonably foreseeable. THE FOREGOING SHALL CONSTITUTE GRANTEE'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY. Providing notice in strict accordance with this FORCE MAJEURE AND NOTICE OF DELAY FROM FORCE MAJEURE section is a condition precedent to such remedy. Commerce, in its sole discretion, will determine if the delay is excusable under this FORCE MAJEURE AND NOTICE OF DELAY FROM FORCE MAJEURE section and will notify Grantee of its decision in writing. No claim for damages, other than for an extension of time, shall be asserted against Commerce. Grantee shall not be entitled to an increase in the Agreement price or payment of any kind from Commerce for direct, indirect, consequential, impact, or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this FORCE MAJEURE AND NOTICE OF DELAY FROM FORCE MAJEURE section, after the causes have ceased to exist, Grantee shall perform at no increased cost, unless Commerce determines, in its sole discretion, that the delay will significantly impair the value of the Agreement to Commerce or the State, in which case, Commerce may terminate the Agreement in whole or in part.

#### H. BUSINESS WITH PUBLIC ENTITIES

Grantee is aware of and understands the provisions of s. 287.133(2)(a), F.S., and s. 287.134(2)(a), F.S. As required by s. 287.135(5), F.S., Grantee certifies that it is not: (1) listed on the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725, F.S.; (2) engaged in a boycott of Israel; (3) listed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473, F.S.; or (4) engaged in business operations in Cuba or Syria. Commerce may immediately terminate this Agreement if Grantee submits a false certification as to the above, or if Grantee is placed on the Scrutinized Companies that Boycott Israel List, engages in a boycott of Israel, is placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has engaged in business operations in Cuba or Syria.

#### I. CONTINUING DISCLOSURE OF LEGAL PROCEEDINGS. *(Not applicable)*

#### J. ADVERTISING AND SPONSORSHIP DISCLOSURE

1. **Limitations on Advertising of Agreement.** Commerce does not endorse any Grantee, commodity, or service. Unless authorized under the scope of work, subject to chapter 119, F.S., Grantee shall not publicly disseminate any information concerning this Agreement without prior written approval from Commerce, including, but not limited to mentioning this Agreement in a press release or other promotional material, identifying Commerce or the State as a reference, or otherwise linking Grantee's name and either a description of the Agreement or the name of Commerce or the State in any material published, either in print or electronically, to any entity that is not a Party to this Agreement, except potential or actual employees, agents, representatives, or subcontractors with the professional skills necessary to perform the work services required by the Agreement.
2. **Disclosure of Sponsorship.** As required by s. 286.25, F.S., if Grantee is a nongovernmental organization which sponsors a program financed wholly or in part by state funds, including any funds obtained through this Agreement, it shall, in publicizing, advertising, or describing the sponsorship of the program, state: "Sponsored by (Grantee's name) and the State of

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Florida, Department of Commerce.” If the sponsorship reference is in written material, the words “State of Florida, Department of Commerce” shall appear in the same size letters or type as the name of the organization.

#### K. INVOICES AND PAYMENTS

1. Grantee will provide invoices in accordance with the requirements of the State of Florida Reference Guide for State Expenditures ([https://www.myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/state-agencies/reference-guide-for-state-expenditures.pdf?sfvrsn=b4cc3337\\_2](https://www.myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/state-agencies/reference-guide-for-state-expenditures.pdf?sfvrsn=b4cc3337_2)), with detail sufficient for a proper pre-audit and post-audit thereof. Grantee shall comply with the Invoice Submittal and Payment provisions of Section 10 of Attachment 1, Scope of Work, and with the following requirements:
  - a. Invoices must be legible and must clearly reflect the goods/services that were provided in accordance with the terms of the Agreement for the invoice period. Payment does not become due under the Agreement until the invoiced deliverable(s) and any required report(s) are approved and accepted by Commerce.
  - b. Invoices must contain the Grantee’s name, address, federal employer identification number or other applicable Grantee identification number, the Agreement number, the Grantee’s invoice number, an invoice date, the dates of service, the deliverable number, a description of the deliverable, a statement that the deliverable has been completed, and the amount being requested. Commerce or the State may require any additional information from Grantee that Commerce or the State deems necessary to process an invoice.
  - c. Invoices must be submitted in accordance with the time requirements specified in the Scope of Work.
2. If the Grantee is a county or municipality that is a rural community or rural area of opportunity as those terms are defined in section 288.0656(2), F.S., the payment of submitted invoices may be issued for verified and eligible performance that has been completed in accordance with the terms and conditions set forth in this Agreement to the extent that federal or state law, rule, or other regulation allows such payments. Upon meeting either of the criteria set forth below, the Grantee may elect in writing to exercise this provision.
  - a. A county or municipality that is a rural community or rural area of opportunity as those terms are defined in section 288.0656(2), F.S., that demonstrates financial hardship; or
  - b. A county or municipality that is a rural community or rural area of opportunity as those terms are defined in section 288.0656(2), F.S., and which is located in a fiscally constrained county, as defined in section 218.67(1). If the Grantee meets the criteria set forth in this paragraph, then the Grantee is deemed to have demonstrated a financial hardship.
3. At Commerce’s or the State’s option, Grantee may be required to invoice electronically pursuant to guidelines of the Department of Management Services.
4. Payment shall be made in accordance with s. 215.422, F.S., Rule 69I-24, F.A.C., and s. 287.0585, F.S., which govern time limits for payment of invoices. Section 215.422, F.S.,

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provides that agencies have five (5) working days to inspect and approve goods and services unless the Scope of Work specifies otherwise. Commerce has twenty (20) days to deliver a request for payment (voucher) to the Department of Financial Services. The twenty (20) days are measured from the latter of the date the invoice is received or the goods or services are received, inspected, and approved. The Scope of Work may specify conditions for retainage. Invoices returned to a Grantee due to preparation errors will result in a delay of payment. Invoice payment requirements do not start until a properly completed invoice is provided to Commerce. Commerce is responsible for all payments under the Agreement.

5. Section 55.03(1), F.S., identifies the process applicable to the determination of the rate of interest payable on judgments and decrees, and pursuant to s. 215.422(3)(b), F.S., this same process applies to the determination of the rate of interest applicable to late payments to vendors for goods and services purchased by the State and for contracts which do not specify a rate of interest. The applicable rate of interest is published at:

<https://www.myfloridacfo.com/Division/AA/LocalGovernments/Current.htm>

6. Grantee shall submit the final invoice for payment to Commerce no later than **60 calendar days** after the Agreement ends or is terminated. If Grantee fails to do so, Commerce, in its sole discretion, may refuse to honor any requests submitted after this time period and may consider Grantee to have forfeited any and all rights to payment under this Agreement.

**L. RETURN OR RECOUPMENT OF FUNDS**

1. **Recoupment.** Notwithstanding anything in this Agreement to the contrary, Commerce has an absolute right to recoup Award Funds. Commerce may refuse to reimburse Grantee for any cost if Commerce determines that such cost was not incurred in compliance with the terms of this Agreement. Commerce may demand a return of Award Funds if Commerce terminates this Agreement. The application of financial consequences as set forth in the Scope of Work is cumulative to any of Commerce's rights to recoup Award Funds. Notwithstanding anything in this Agreement to the contrary, in no event shall the application of any financial consequences or recoupment of Award Funds exceed the amount of Award Funds, plus interest.
2. **Overpayments.** If Grantee's (a) noncompliance with this Agreement or any applicable federal, state, or local law, rule, regulation or ordinance, or (b) Grantee's performance or nonperformance of any term or condition of this Agreement results in (i) an unlawful use of Award Funds; (ii) a use of Award Funds that doesn't comply with the terms of this Agreement; or (iii) a use which constitutes a receipt of Award Funds to which Grantee is not entitled (each such event an "Overpayment"), then Grantee shall return such Overpayment of Award Funds to Commerce.
3. **Discovery of Overpayments.** Grantee shall refund any Overpayment of Award Funds to Commerce within 30 calendar days of Grantee's discovery of an Overpayment, or receipt of notification from Commerce that an Overpayment has occurred. Commerce is the final authority as to what may constitute an Overpayment of Award Funds. Refunds should be sent to Commerce's Agreement Manager and made payable to the "Florida Department of Commerce". Should repayment not be made in a timely manner, Commerce may charge interest at the lawful rate of interest on the outstanding balance beginning 30 calendar days after the date of notification or discovery.



4. **Right of Set-Off.** Commerce and the State shall have all of its common law, equitable and statutory rights of set-off, including, without limitation, the State's option to withhold for the purposes of set-off any moneys due to Grantee under this Agreement up to any amounts due and owing to Commerce with respect to this Agreement, any other contract with any State department or agency, including any contract for a term commencing prior to the term of this Agreement, plus any amounts due and owing to the State for any other reason. The State shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audits by the State or its representatives.

#### **M. INSURANCE**

Unless Grantee is a state agency or subdivision as defined in s. 768.28(2), F.S., Grantee shall provide and maintain at all times during this Agreement adequate commercial general liability insurance coverage. A self-insurance program established and operating under the laws of the State of Florida may provide such coverage.

Grantee, at all times during the Agreement, at Grantee's sole expense, shall provide commercial insurance of such a type and with such terms and limits as may be reasonably associated with this Agreement, which, as a minimum, shall be: workers' compensation and employer's liability insurance in accordance with chapter 440, F.S., with minimum employer's liability limits of \$100,000 per accident, \$100,000 per person, and \$500,000 policy aggregate. Such policy shall cover all employees engaged in any Agreement work.

Grantee shall maintain insurance coverage of such types and with such terms and limits as may be reasonably associated with this Agreement, as required by law, and as otherwise necessary and prudent for the Grantee's performance of its operations in the regular course of business. The limits of coverage under each policy maintained by Grantee shall not be interpreted as limiting Grantee's liability and obligations under this Agreement. All insurance policies shall be through insurers licensed and authorized to write policies in Florida, and such policies shall cover all employees engaged in any Agreement work. Grantee shall maintain any other insurance required in the Scope of Work. Upon request, Grantee shall produce evidence of insurance to Commerce.

Commerce shall not pay for any costs of any insurance or policy deductible, and payment of any insurance costs shall be Grantee's sole responsibility. Providing and maintaining adequate insurance coverage is a material obligation of Grantee, and failure to maintain such coverage may void the Agreement, at Commerce's sole and absolute discretion, after Commerce's review of Grantee's insurance coverage when Grantee is unable to comply with Commerce's requests concerning additional appropriate and necessary insurance coverage. Upon execution of this Agreement, Grantee shall provide Commerce written verification of the existence and amount for each type of applicable insurance coverage. Within 30 calendar days of the Effective Date of the Agreement, Grantee shall furnish Commerce proof of applicable insurance coverage by standard ACORD form certificates of insurance. In the event that an insurer cancels any applicable coverage for any reason, Grantee shall immediately notify Commerce of such cancellation and shall obtain adequate replacement coverage conforming to the requirements herein and provide proof of such replacement coverage within 15 business days after the cancellation of coverage. Copies of new insurance certificates must be provided to Commerce's Agreement Manager with each insurance renewal.

## **N. CONFIDENTIALITY AND SAFEGUARDING INFORMATION**

Each Party may have access to confidential information made available by the other. The provisions of the Florida Public Records Act, Chapter 119, F.S., and other applicable state and federal laws will govern disclosure of any confidential information received by the State of Florida.

Grantee must implement procedures to ensure the appropriate protection and confidentiality of all data, files, and records involved with this Agreement.

Except as necessary to fulfill the terms of this Agreement and with the permission of Commerce, Grantee shall not divulge to third parties any confidential information obtained by Grantee or its agents, distributors, resellers, subcontractors, officers, or employees in the course of performing Agreement work, including, but not limited to, security procedures, business operations information, or commercial proprietary information in the possession of the State or Commerce.

Grantee shall not use or disclose any information concerning a recipient of services under this Agreement for any purpose in conformity with state and federal law or regulations except upon written consent of the recipient, or Recipients' responsible parent or guardian when authorized by law, if applicable.

When Grantee has access to Commerce's network and/or applications, in order to fulfill Grantee's obligations under this Agreement, Grantee shall abide by all applicable Commerce Information Technology Security procedures and policies. Grantee (including its employees, subcontractors, agents, or any other individuals to whom Grantee exposes confidential information obtained under this Agreement), shall not store, or allow to be stored, any confidential information on any portable storage media (e.g., laptops, thumb drives, hard drives, etc.) or peripheral device with the capacity to hold information. Failure to strictly comply with this provision shall constitute a breach of Agreement.

Grantee shall immediately notify Commerce in writing when Grantee, its employees, agents, or representatives become aware of an inadvertent disclosure of Commerce's unsecured confidential information in violation of the terms of this Agreement. Grantee shall report to Commerce any Security Incidents of which it becomes aware, including incidents sub-contractors or agents reported to Grantee. For purposes of this Agreement, "Security Incident" means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of Commerce information in Grantee's possession or electronic interference with Commerce operations; provided, however, that random attempts at access shall not be considered a security incident. Grantee shall make a report to Commerce not more than seven (7) business days after Grantee learns of such use or disclosure. Grantee's report shall identify, to the extent known: (i) the nature of the unauthorized use or disclosure, (ii) the confidential information used or disclosed, (iii) who made the unauthorized use or received the unauthorized disclosure, (iv) what Grantee has done or shall do to mitigate any detrimental effect of the unauthorized use or disclosure, and (v) what corrective action Grantee has taken or shall take to prevent future similar unauthorized use or disclosure. Grantee shall provide such other information, including a written report, as Commerce's Information Security Manager requests.

In the event of a breach of security concerning confidential personal information involved with this Agreement, Grantee shall comply with s. 501.171, F.S., as applicable. When notification to

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affected persons is required under this section of the statute, Grantee shall provide that notification, but only after receipt of Commerce's written approval of the contents of the notice. Defined statutorily under section 501.171(1)(a), F.S., and for purposes of this Agreement, "breach of security" or "breach" means the unauthorized access of data in electronic form containing personal data. Good faith acquisition of personal information by an employee or agent of Grantee is not a breach, provided the information is not used for a purpose unrelated to Grantee's obligations under this Agreement or is not subject to further unauthorized use.

**O. PATENTS, COPYRIGHTS, AND ROYALTIES**

1. All legal title and every right, interest, claim or demand of any kind, in and to any patent, trademark or copyright, or application for the same, or any other intellectual property right to, the work developed or produced under or in connection with this Agreement, is the exclusive property of Commerce to be granted to and vested in the Florida Department of State for the use and benefit of the state; and no person, firm or corporation shall be entitled to use the same without the written consent of the Florida Department of State. Any contribution by Grantee or its employees, agents or contractors to the creation of such works shall be considered works made for hire by Grantee for Commerce and, upon creation, shall be owned exclusively by Commerce. To the extent that any such works may not be considered works made for hire for Commerce under applicable law, Grantee agrees, upon creation of such works, to automatically assign to Commerce ownership, including copyright interests and any other intellectual property rights therein, without the necessity of any further consideration.
2. If any discovery or invention arises or is developed in the course or as a result of work or services performed with funds from this Agreement, Grantee shall refer the discovery or invention to Commerce who will refer it to the Department of State to determine whether patent protection will be sought in the name of the State of Florida.
3. Where activities supported by this Agreement produce original writings, sound recordings, pictorial reproductions, drawings or other graphic representations and works of any similar nature, Commerce has the right to use, duplicate, and disclose such materials in whole or in part, in any manner, for any purpose whatsoever and to allow others acting on behalf of Commerce to do so. Grantee shall give Commerce written notice when any books, manuals, films, websites, web elements, electronic information, or other copyrightable materials are produced.
4. Notwithstanding any other provisions herein, in accordance with s. 1004.23, F.S., a State University is authorized in its own name to perform all things necessary to secure letters of patent, copyrights, and trademarks on any works it produces. Within 30 calendar days of same, the president of a State University shall report to the Department of State any such university's action taken to secure or exploit such trademarks, copyrights, or patents in accordance with s. 1004.23(6), F.S.

**P. INFORMATION TECHNOLOGY RESOURCE**

Grantee shall obtain prior written approval from the appropriate Commerce authority before purchasing any Information Technology Resource (ITR) or conducting any activity that will impact Commerce's electronic information technology equipment or software in any way. ITR includes

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computer hardware, software, networks, devices, connections, applications, and data. Grantee shall contact the Commerce Agreement Manager listed herein in writing for the contact information of the appropriate Commerce authority for any such ITR purchase approval.

**Q. NONEXPENDABLE PROPERTY**

1. For the requirements of this Nonexpendable Property section of the Agreement, "nonexpendable property" is the same as "property" as defined in s. 273.02, F.S., (equipment, fixtures, and other tangible personal property of a non-consumable and nonexpendable nature).
2. All nonexpendable property, purchased under this Agreement, shall be listed on the property records of Grantee. Grantee shall inventory annually and maintain accounting records for all nonexpendable property purchased and submit an inventory report to Commerce with the final expenditure report. The records shall include, at a minimum, the following information: property tag identification number, description of the item(s), physical location, name, make or manufacturer, year, and/or model, manufacturer's serial number(s), date of acquisition, and the current condition of the item.
3. At no time shall Grantee dispose of nonexpendable property purchased under this Agreement without the written permission of and in accordance with instructions from Commerce.
4. Immediately upon discovery, Grantee shall notify Commerce, in writing, of any property loss with the date and reason(s) for the loss.
5. Grantee shall be responsible for the correct use of all nonexpendable property Grantee purchases or Commerce furnishes under this Agreement.
6. A formal Agreement amendment is required prior to the purchase of any item of nonexpendable property not specifically listed in Attachment 1, Scope of Work.
7. Upon the Expiration Date of this Agreement, Grantee is authorized to retain ownership of any nonexpendable property purchased under this Agreement; however, Grantee hereby grants to Commerce a right of first refusal in all such property prior to disposition of any such property during its depreciable life, in accordance with the depreciation schedule in use by Grantee. Grantee shall provide written notice of any such planned disposition and await Commerce's response prior to disposing of the property. "Disposition" as used herein, shall include, but is not limited to, Grantee no longer using the nonexpendable property for the uses authorized herein; the sale, exchange, transfer, trade-in, or disposal of any such nonexpendable property. Commerce, in its sole discretion, may require Grantee to refund to Commerce the fair market value of the nonexpendable property at the time of disposition rather than taking possession of the nonexpendable property.

**R. REQUIREMENTS APPLICABLE TO THE PURCHASE OF OR IMPROVEMENTS TO REAL PROPERTY (Not applicable)**

## **S. CONSTRUCTION AND INTERPRETATION**

The title of and the section and paragraph headings in this Agreement are for convenience of reference only and shall not govern or affect the interpretation of any of the terms or provisions of this Agreement. The term "this Agreement" means this Agreement together with all attachments and exhibits hereto, as the same may from time to time be amended, modified, supplemented, or restated in accordance with the terms hereof. The use in this Agreement of the term "including" and other words of similar import mean "including, without limitation" and where specific language is used to clarify by example a general statement contained herein, such specific language shall not be deemed to modify, limit, or restrict in any manner the construction of the general statement to which it relates. The word "or" is not exclusive and the words "herein," "hereof," "hereunder," and other words of similar import refer to this Agreement, including any Exhibits and Attachments, and not to any particular section, subsection, paragraph, subparagraph, or clause contained in this Agreement. As appropriate, the use herein of terms importing the singular shall also include the plural, and vice versa. The reference to an agreement, instrument, or other document means such agreement, instrument, or other document as amended, supplemented, and modified from time to time to the extent permitted by the provisions thereof and the reference to a statute means such statute as amended from time to time and includes any successor legislation thereto and any regulations promulgated thereunder. All references to "\$" shall mean United States dollars. The term "Grantee" includes any person or entity which has been duly authorized to and has the actual authority to act or perform on Grantee's behalf. The term "Commerce" includes the State of Florida and any successor office, department, or agency of Commerce, and any person or entity which has been duly authorized to and has the actual authority to act or perform on Commerce's behalf. The recitals of this Agreement are incorporated herein by reference and shall apply to the terms and provisions of this Agreement and the Parties. Time is of the essence with respect to the performance of all obligations under this Agreement. Each Party has read and understands this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the Parties, and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any of the provisions of this Agreement.

## **T. CONFLICT OF INTEREST**

This Agreement is subject to chapter 112, F.S. Grantee shall disclose the name of any officer, director, employee, or other State agent who is also an employee of the State. Grantee shall also disclose the name of any State employee who owns, directly or indirectly, more than a 5% interest in Grantee or its affiliates.

## **U. GRANTEE AS INDEPENDENT CONTRACTOR**

Grantee is at all times acting and performing as an independent contractor. Commerce has no ability to exercise any control or direction over the methods by which Grantee may perform its work and functions, except as provided herein. Nothing in this Agreement may be understood to constitute a partnership or joint venture between the Parties.

**V. EMPLOYMENT ELIGIBILITY VERIFICATION – E-VERIFY**

1. E-Verify is an Internet-based system that allows an employer, using information reported on an employee's Form I-9, Employment Eligibility Verification, to determine the eligibility of all new employees hired to work in the United States. There is no charge to employers to use E-Verify. The Department of Homeland Security's E-Verify system can be found at: <https://www.e-verify.gov/>.
2. Section 448.095, F.S., requires the following:
  - a. Every public agency and its contractors and subcontractors shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees. A public agency or a contractor or subcontractor thereof may not enter into a contract unless each party to the contract registers with and uses the E-Verify system.
  - b. An employer shall verify each new employee's employment eligibility within three (3) business days after the first day that the new employee begins working for pay as required under 8 C.F.R. 274a. Beginning July 1, 2023, a private employer with 25 or more employees shall use the E-Verify system to verify a new employee's employment eligibility.
3. If an entity does not use E-Verify, the entity shall enroll in the E-Verify system prior to hiring any new employee or retaining any contract employee after the effective date of this Agreement.

**W. NOTIFICATIONS OF INSTANCES OF FRAUD**

Upon discovery, Grantee shall report all known or suspected instances of Grantee, or Grantee's agents, contractors or employees, operational fraud or criminal activities to Commerce's Agreement Manager in writing within 24 chronological hours.

**X. NON-DISCRIMINATION**

Grantee shall not discriminate unlawfully against any individual employed in the performance of this Agreement because of race, religion, color, sex, physical handicap unrelated to such person's ability to engage in this work, national origin, ancestry, or age. Grantee shall provide a harassment-free workplace, with any allegation of harassment to be given priority attention and action.

**Y. ASSIGNMENTS AND SUBCONTRACTS**

1. Grantee shall not assign, subcontract, or otherwise transfer its rights, duties, or obligations under this Agreement, by operation of law or otherwise, without the prior written consent of Commerce, which consent may be withheld in Commerce's sole and absolute discretion. Commerce is at all times entitled to assign or transfer its rights, duties, or obligations under this Agreement to another governmental entity in the State of Florida. Any attempted assignment of this Agreement or any of the rights hereunder by Grantee in violation of this provision shall be void *ab initio*.
2. Grantee agrees to be responsible for all work performed and all expenses incurred in fulfilling the obligations of this Agreement. If in the scope of work or in a separate writing Commerce

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permits Grantee to subcontract all or part of the work contemplated under this Agreement, including entering into subcontracts with vendors for services, it is understood by Grantee that all such subcontract arrangements shall be evidenced by a written document containing all provisions necessary to ensure subcontractor's compliance with applicable state and federal law, and that Grantee remains fully responsible for all work performed and all expenses incurred in fulfilling the obligations of this Agreement. Grantee further agrees that Commerce shall not be liable to the subcontractor for any expenses or liabilities incurred under the subcontract and Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract. Grantee, at its expense, will defend Commerce against such claims.

3. Grantee agrees that all Grantee employees, subcontractors, or agents performing work under the Agreement shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, Grantee shall furnish a copy of technical certification or other proof of qualification. All Grantee employees, subcontractors, or agents performing work under the Agreement must comply with all Commerce security and administrative requirements identified herein. Commerce may conduct, and Grantee shall cooperate in, a security background check or otherwise assess any employee, subcontractor, or agent furnished by Grantee. Commerce may refuse access to, or require replacement of, any of Grantee's employees, subcontractors, or agents for cause, including, but not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with Commerce's security or administrative requirements identified herein. Such refusal shall not relieve Grantee of its obligation to perform all work in compliance with the Agreement. Commerce may reject and bar from any facility for cause any of Grantee's employees, subcontractors, or agents.
4. Grantee agrees that the State of Florida shall at all times be entitled to assign or transfer its rights, duties, or obligations under this Agreement to another governmental agency in the State of Florida, upon giving prior written notice to Grantee. In the event the State of Florida approves transfer of Grantee's obligations, Grantee remains responsible for all work performed and all expenses incurred in connection with the Agreement. In addition, this Agreement shall bind the successors, assigns, and legal representatives of Grantee and of any legal entity that succeeds to the obligations of the State of Florida.
5. Grantee agrees to make payments to the subcontractor within seven (7) working days after receipt of full or partial payments from Commerce in accordance with s. 287.0585, F.S., unless otherwise stated in the Agreement between Grantee and subcontractor. Grantee's failure to pay its subcontractors within seven (7) working days will result in a penalty charged against Grantee and paid to the subcontractor in the amount of one-half of one percent of the amount due per day from the expiration of the period allowed herein for payment. Such penalty shall be in addition to actual payments owed and shall not exceed fifteen (15) percent of the outstanding balance due.
6. Grantee shall provide a monthly Minority and Service-Disabled Veteran Business Enterprise Report for each invoice period summarizing the participation of certified and non-certified minority and service-disabled veteran subcontractors/material suppliers for that period, and project to date. The report shall include the names, addresses and dollar amount of each certified and non-certified Minority Business Enterprise and Service-Disabled Veteran Enterprise participant and a copy must be forwarded to Commerce's Agreement Manager.

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The Office of Supplier Diversity at (850) 487-0915 will assist in furnishing names of qualified minorities. Commerce's Minority Coordinator at (850) 245-7471 will assist with questions and answers.

7. Commerce shall retain the right to reject any of Grantee's or subcontractor's employees whose qualifications or performance, in Commerce's judgment, are insufficient.

**Z. ENTIRE AGREEMENT; SEVERABILITY; CONFLICTS; COUNTERPARTS.**

This Agreement, and the attachments and exhibits hereto, embody the entire agreement of the Parties with respect to the subject matter hereof. There are no provisions, terms, conditions, or obligations other than those contained in this Agreement; and this Agreement supersedes all previous communications, representations, or agreements, either verbal or written, between the Parties. If a court of competent jurisdiction voids or holds unenforceable any provision of this Agreement, then that provision shall be enforced only to the extent that it is not in violation of law or is not otherwise unenforceable, and all other provisions shall remain in full force and effect. If any inconsistencies or conflict between the language of this Agreement and its Attachments arise, then the language of the attachments shall control, but only to the extent of the conflict or inconsistency. This Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute but one and the same instruments.

**AA. WAIVER; GOVERNING LAW; ATTORNEYS' FEES, DISPUTE RESOLUTION**

1. **Waiver.** No waiver by Commerce of any of provision herein shall be effective unless explicitly set forth in writing and signed by Commerce. No waiver by Commerce may be construed as a waiver of any failure, breach, or default not expressly identified by such written waiver, whether of a similar or different character, and whether occurring before or after that waiver. No failure by Commerce to exercise, or delay in exercising, any right, remedy, power or privilege under this Agreement may be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege. The rights and remedies set forth herein are cumulative and not exclusive.
2. **Governing Law.** The laws of the State of Florida shall govern the construction, enforcement, and interpretation of this Agreement, regardless of and without reference to whether any applicable conflicts of laws principles may point to the application of the laws of another jurisdiction. The Parties expressly consent to exclusive jurisdiction and venue in any state court located in Leon County, Florida, and waive any defense of forum non conveniens, lack of personal jurisdiction, or like defense. IN ANY LEGAL OR EQUITABLE ACTION BETWEEN THE PARTIES, THE PARTIES HEREBY EXPRESSLY WAIVE TRIAL BY JURY TO THE FULLEST EXTENT PERMITTED BY LAW.
3. **Attorneys' Fees, Expenses.** Except as set forth otherwise herein, each of the Parties shall pay its own attorneys' fees and costs in connection with the execution and delivery of this Agreement and the transactions contemplated hereby.
4. **Dispute Resolution.** Commerce shall decide disputes concerning the performance of the Agreement, and Commerce shall serve written notice of same to Grantee. Commerce's decision shall be final and conclusive unless within 21 calendar days from the date of receipt,



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Grantee submits a petition for an administrative hearing to Commerce's Agency Clerk. Commerce's final order on the petition shall be final, subject to any right of Grantee to judicial review pursuant to s. 120.68, F.S. Exhaustion of administrative remedies is an absolute condition precedent to Grantee's ability to pursue any other form of dispute resolution; provided however, that the Parties may employ the alternative dispute resolution procedures outlined in chapter 120, F.S.

**BB. IDENTIFICATION**

1. If Grantee is a state agency or subdivision, as defined in s. 768.28(2), F.S., pursuant to s. 768.28(19), F.S., neither Party indemnifies nor insures or assumes any liability for the other Party for the other Party's negligence.
2. Grantee shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless the State and Commerce, and their officers, agents, and employees, from suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Grantee, its agents, employees, partners, or subcontractors; provided, however, that Grantee shall not indemnify, defend, and hold harmless the State and Commerce, and their officers, agents, and employees for that portion of any loss or damages the negligent act or omission of Commerce or the State proximately caused.
3. Further, Grantee shall fully indemnify, defend, and hold harmless the State and Commerce from any suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to violation or infringement of a trademark, copyright, patent, trade secret or intellectual property right; provided, however, that the foregoing obligation shall not apply to Commerce's misuse or modification of Grantee's products or Commerce's operation or use of Grantee's products in a manner not contemplated by this Agreement. If any product is the subject of an infringement suit, or in Grantee's opinion is likely to become the subject of such a suit, Grantee may, at Grantee's sole expense, procure for Commerce the right to continue using the product or to modify it to become non-infringing. If Grantee is not reasonably able to modify or otherwise secure for Commerce the right to continue using the product, Grantee shall remove the product and refund Commerce the amounts paid in excess of a reasonable fee, as determined by Commerce in its sole and absolute discretion, for past use. Commerce shall not be liable for any royalties.
4. Grantee's obligations under the two immediately preceding paragraphs above, with respect to any legal action are contingent upon the State or Commerce giving Grantee: (1) written notice of any action or threatened action, (2) the opportunity to take over and settle or defend any such action at Grantee's sole expense, and (3) assistance in defending the action at Grantee's sole expense. Grantee shall not be liable for any cost, expense, or compromise incurred or made by the State or Commerce in any legal action without Grantee's prior written consent, which shall not be unreasonably withheld.
5. The State and Commerce may, in addition to other remedies available to them at law or equity and upon notice to Grantee, retain such monies from amounts due Grantee as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against them. The State may set off any liability or other obligation of Grantee or its affiliates to the State against any payments due Grantee under any Agreement with the State.

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## CC. CONTACT INFORMATION FOR GRANTEE AND COMMERCE

### Grantee's Agreement Manager:

Gary Ritter, City Administrator  
City of Okeechobee  
55 SE 3<sup>rd</sup> Avenue  
Okeechobee, FL 34974  
Telephone: 863-763-3372 ext. 9811  
Direct: 863-763-9811  
Email: [gritter@cityofokeechobee.com](mailto:gritter@cityofokeechobee.com)

### FLORIDACOMMERCE's Agreement Manager:

Cristin Beshears  
Department of Commerce  
107 East Madison Street, MSC 160  
Tallahassee, FL 32399-4120  
Telephone: (850) 717-8486  
Facsimile: (850) 717-8522  
Email: [Cristin.Beshears@commerce.fl.gov](mailto:Cristin.Beshears@commerce.fl.gov)

## DD. NOTICES

The Parties' respective contact information is set forth in the immediately preceding paragraph and may be subject to change at the Parties' discretion. If the contact information changes, the Party making such change will notify the other Party in writing. Where the term "written notice" is used to specify a notice requirement herein, said notice shall be deemed to have been given (i) when personally delivered; (ii) when transmitted via email with proof of delivery; (iii) the next business day following the day on which the same has been delivered prepaid to a recognized overnight delivery service; or (iv) the day on which the same is sent by certified or registered mail, postage prepaid, with return receipt.

*[Rest of page left intentionally blank; Attachments to follow after signature page]*

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IN WITNESS THEREOF, and in consideration of the mutual covenants set forth above and in the attachments hereto, the Parties, through their duly-authorized representatives, sign this Agreement and represent and warrant that they understand the Agreement and Attachments' terms and conditions as of the Effective Date.

## FLORIDA DEPARTMENT OF COMMERCE

By J. Alex Kelly  
Signature  
J. Alex Kelly  
Title Secretary  
Date 11/20/2023

## CITY OF OKEECHOBEE, FLORIDA

By [Signature]  
Signature  
Dowling R. Watford, Jr  
Title Mayor  
Date 11/13/2023

Approved as to form and legal sufficiency, subject  
only to full and proper execution by the Parties.

OFFICE OF GENERAL COUNSEL  
FLORIDA DEPARTMENT OF COMMERCE

By: Ashanti Breden  
Approved Date: 11/15/2023

**Attachment 1  
SCOPE OF WORK**

1. **GRANT AUTHORITY.** This Community Planning Technical Assistance grant is provided pursuant to Section (s.) 163.3168, Florida Statutes (F.S.), and Specific Appropriation 2340, Chapter 2023-239 Laws of Florida, to provide direct and/or indirect technical assistance to help Florida communities find creative solutions to fostering vibrant, healthy communities, while protecting the functions of important State resources and facilities.
2. **PROJECT DESCRIPTION:** Grantee shall prepare the following: (1) Market Feasibility Study ("Study"); (2) Lodging Market Analysis and Industry Trend Report; and (3) Housing Market Profile. The Market Feasibility Study shall analyze the economic market potential of the City of Okeechobee as a location for new businesses and expansion of existing businesses and include recommendations for implementation of the findings of the Study. The Lodging Market Analysis and Industry Trend Report shall analyze current hotel markets within the City of Okeechobee and primary drivers for hotel demand (e.g., entertainment, sports and leisure). The Housing Market Profile shall analyze total owner and renter occupied housing and include recommendations.
3. **GRANTEE'S RESPONSIBILITIES:** Grantee shall timely perform the Deliverables and Tasks described in this section and in Section 5 below, and in doing so, Grantee shall comply with all the terms and conditions of this Agreement. **All deliverables and tasks under this Agreement must be completed on or before the end of the agreement period in Section A. of this Agreement, unless extended by an amendment to this Agreement signed by both parties.**

**A. Deliverable 1. Kick-off Meeting; Market Feasibility Study; Subcontract or Notice**

Grantee shall:

1. Conduct a project kick-off meeting to provide an overview of the grant project to the project team and solicit input regarding the project. Grantee shall prepare a kick-off meeting invitation, list of invitees, agenda and sign-in roster of attendees.
2. Prepare a Market Feasibility Study based on best available current data. The Study shall pertain to geographic areas (market study area) that are appropriately associated with the City of Okeechobee's (Okeechobee) economic development, and may include areas located outside of the City's municipal boundaries. The Study shall include a summary introduction and the following items as described in more detail below: (1) radius analysis; (2) drive time analysis; (3) demographic trend analysis; (4) consumer spending patterns and market potential analysis; (5) peer community analysis; (6) tapestry segmentation analysis; (7) retail landscape maps; (8) traffic count maps; and (9) retail marketing guide. For each item (1 through 9), the results of the Study shall be shown in graphic format (map, table, chart or other suitable graphic) with accompanying narrative. The Study shall include recommendations for implementation of the findings of the Study. The Study shall include the following:

(1) Radius Analysis: The radius analysis shall identify total population, number of households and household income (average and median) within a 3 mile, 5 mile and 10 mile driving

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distance of the intersection of the City of Okeechobee central location (geographic coordinates latitude north 27.24393263705962 degrees north and longitude west -80.82965144294494 degrees).

(2) Drive Time Analysis: The drive time analysis shall identify total population, number of households and household income (average and median) within drive times (10, 20 and 30 minutes) of the intersection of the City of Okeechobee central location (geographic coordinates latitude north 27.24393263705962 degrees and longitude west -80.82965144294494 degrees).

(3) Demographic Trend Analysis: The demographic trend analysis shall identify historical, current and projected demographic characteristics, including, but not limited to age, income (average income, medium income), education level, and households (total households, household size) within the market study area.

(4) Consumer Spending Patterns & Market Potential Analysis: Within the market study area, identify the consumer spending patterns (dollars spent) for goods and services for at least the following market segments: general merchandise, supermarkets/grocery, health and personal care, full service restaurants, limited service restaurants, women's/family clothing, furniture/home furnishings, and shoe stores. Grantee may include other market segments at Grantee's discretion.

(5) Peer Community Analysis: The peer community analysis shall identify at least 3 peer communities in the State of Florida that are similar to the City of Okeechobee based on demographics and trade areas. If the analysis identifies less than 3 peer communities in Florida, then the analysis shall be expanded to other states to identify at least 3 total peer communities that may be located inside/outside of Florida. The peer community analysis shall identify relevant characteristics of the peer community compared with Okeechobee.

(6) Tapestry Segmentation Analysis: The tapestry segmentation analysis shall review retail market segmentation groups and match the consumer profile of Okeechobee's shoppers to prospective retailers.

(7) Retail Landscape Maps: Map the location of current retailers in the market study area.

(8) Traffic County Maps: Map the traffic count data on the major roadways (roadways with arterial functional classification) in the market study area. Traffic counts for other roadways may be included at Grantee's discretion.

(9) Retail Marketing Guide: The retail marketing guide shall include a summary presentation of the following: (1) location and size of focus properties, if any such properties are identified at the discretion of the Grantee; (2) at least 3 retail peer communities; (3) regional trade area retail demand in dollars for the following market segments: general merchandise, supermarkets/grocery, health and personal care, full service retail restaurants, limited service restaurants, women's/family clothing, furniture/home furnishings, and shoe stores; (4) regional trade area characteristics (total population, number of households, average age, median and average household income, per capita income, total daytime population; (5) drive time 10-20-30 minutes (total population and average household income within 10 minute, 20 minute and 30 minute drive times of the intersection of the City of Okeechobee central location (geographic coordinates latitude north 27.24393263705962 degrees and longitude west -80.82965144294494 degrees).; (6) radius 3-5-10 miles (total population and average household income within 3 mile, 5 mile and 10 mile driving distance of the intersection of the City of Okeechobee central location (geographic coordinates latitude north 27.24393263705962 degrees and longitude west -80.82965144294494 degrees).; (7) major

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retail landscape aerial; and (8) any other information based on discretion of the Grantee. A "focus property" is land (undeveloped or developed) that is identified in the Retail Marketing Guide as a focus property for economic development marketing purposes.

3. If Grantee enters into a subcontract or an amendment to an existing subcontract for work to be performed under this Agreement, provide a copy of the subcontract or amendment to Commerce or notify Commerce in writing by email or other document that Grantee has not entered into such a subcontract or amendment as of the Deliverable Due Date for this Deliverable 1.

**B. Deliverable 2. Lodging Market Analysis; Industry Trend Report; Housing Market Profile; Subcontract or Notice**

Grantee shall:

1. Prepare a Lodging Market Analysis of the City of Okeechobee that includes the following information for a reporting period of at least twelve sequential months after year 2020: (1) number of hotel rooms occupied; (2) average daily rate charged for a hotel room; (3) revenue per available hotel room and total room revenue; (4) number of available hotel rooms; (5) number of hotel rooms sold; and (6) identify the source of the Lodging Market Analysis data.
  2. Prepare an Industry Trend Report that identifies the basis of the demand for hotel rooms in the City of Okeechobee related to the Entertainment, Sports and Leisure Market. The Industry Trend Report shall include the following information for at least the reporting period of the Lodging Market Analysis: (1) identify market participation amounts, spending amounts and market potential based on consumer preferences for the Entertainment, Sports and Leisure Market; and (2) identify the source of the Industry Trend Report data.
  3. Prepare a Housing Market Profile of the City of Okeechobee that includes the following information based on current best available data: (1) number of total housing units; (2) number of owner occupied housing units; (3) number of renter occupied housing units; (4) number of vacant housing units; and (5) identify the source of the Housing Market Profile data.
  4. If Grantee enters into a subcontract or an amendment to an existing subcontract for work to be performed under this Agreement, provide a copy of the subcontract or amendment to Commerce or notify Commerce in writing by email or other document that Grantee has not entered into such a subcontract or amendment as of the Deliverable Due Date for this Deliverable 2.
- 4. COMMERCE RESPONSIBILITIES:** Commerce shall receive and review the Deliverables and, upon Commerce's acceptance of the Deliverables and receipt of Grantee's pertinent invoices in compliance with the invoice procedures of Section K of this Agreement and of Section 10 of this Scope of Work, Commerce shall process payment to Grantee in accordance with the terms and conditions of this Agreement.

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5. **DELIVERABLES:** The specific deliverables, tasks, minimum levels of service, due dates, and payment amounts are set forth in the following table:

Deliverables and Tasks	Minimum Level of Service	Payment Amount Not to Exceed	Financial Consequences
<p><b>Deliverable 1. Kick-off Meeting; Market Feasibility Study; Subcontract or Notice</b></p> <p>Grantee shall, in accordance with Section 3.A. of this Scope of Work: (1) conduct a Kick-off Meeting and prepare invitation, list of invitees agenda and sign-in roster; (2) prepare a Market Feasibility Study; and (3) provide a copy of a subcontract, amendment to a subcontract, or notice.</p> <p><b>Deliverable due date: February 16, 2024</b></p>	<p>Completion of Deliverable 1 as evidenced by submission of all of the following:</p> <ol style="list-style-type: none"> <li>1. Kick-off Meeting invitation, list of invitees, agenda and sign-in roster.</li> <li>2. Market Feasibility Study.</li> <li>3. Copy of a subcontract or amendment to a subcontract entered into by the Grantee, any, or an email or other document notifying Commerce that no such subcontract or amendment was entered into as of the Deliverable Due Date for this Deliverable 1.</li> </ol> <p>Grantee shall submit copies of all required documentation identified above on paper or electronically in MS Word or PDF format. If maps are required, they shall be uploaded to SERA system or provided on a compact disc in PDF format with ArcGIS 10.3.1 compatible shapefiles if they are available.</p>	\$10,000.00	As provided in Section 12 of this Scope of Work, below.
<p><b>Deliverable 2. Lodging Market Analysis; Industry Trend Report; Housing Market Profile; Subcontract or Notice.</b></p> <p>Grantee shall, in accordance with Section 3.B. of this Scope of Work: (1) prepare a Lodging</p>	<p>Completion of Deliverable 2 as evidenced by submission of all of the following:</p> <ol style="list-style-type: none"> <li>1. Lodging Market Analysis.</li> <li>2. Industry Trend Report.</li> <li>3. Housing Market Profile.</li> </ol>	\$10,000.00	As provided in Section 12 of this Scope of Work, below.

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<p>Market Analysis; (2) prepare an Industry Trend Report; (3) prepare a Housing Market Profile; and (4) provide a copy of a subcontract, amendment to a subcontract, or notice.</p> <p><b>Deliverable due date:</b> <b>May 3, 2024</b></p>	<p>4. Copy of a subcontract or amendment to a subcontract entered into by the Grantee, if any, or an email or other document notifying Commerce that no such subcontract or amendment was entered into as of the Deliverable Due Date for this Deliverable 2.</p> <p>Grantee shall submit copies of all required documentation identified above on paper or electronically in MS Word or PDF format. If maps are required, they shall be uploaded to SERA system or provided on a compact disc in PDF format with ArcGIS compatible shapefiles if they are available.</p>		
<p style="text-align: right;"><b>Total Amount Not to Exceed \$20,000.00</b></p>			

- 6. SUBCONTRACTS.** In accordance with Section Y, Assignments and Subcontracts, of this Agreement and subject to the terms and conditions in sections Y.1. through 7 of this Agreement, this paragraph constitutes Commerce's written approval for Grantee to subcontract for any of the deliverables and/or tasks identified in the Scope of Work for this Agreement. A copy of any executed subcontract(s) or amendment to any existing subcontract(s) shall be provided to Commerce's Agreement Manager when submitting reimbursement request documents for payment. Grantee shall be solely liable for all work performed and all expenses incurred as a result of any such subcontract. Any subcontracts between the Grantee and a subcontractor for work performed under this Agreement shall identify the hourly rate of pay to be charged by the subcontractor and shall require all invoices from the subcontractor to the Grantee to identify the hourly rate of pay, actual hours worked on the grant project, and any expenses incurred by the subcontractor in performing such work.
- 7. DELIVERABLE DUE DATE.** The "deliverable due date" is the date the deliverable must be received by Commerce by 11:59 p.m. on that date. For extensions of deliverable due dates, see Section 15 of this Scope of Work.
- 8. BUSINESS DAY; COMPUTATION OF TIME.** For the purpose of this Agreement, a "business day" is any day that is not a Saturday, Sunday, or a state or federal legal holiday. In computing any time period



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provided in this Agreement, the date from which the time period runs is not counted. The last day of the time period ends at 11:59 p.m. on that day.

9. **COST SHIFTING.** The deliverable amounts specified within the Deliverables section above are established based on the Parties' estimation of sufficient delivery of services fulfilling grant purposes under the Agreement in order to designate payment points during the Agreement Period; however, this is not intended to restrict Commerce's ability to approve and reimburse allowable costs, incurred by Grantee in providing the deliverables herein. Prior written approval from Commerce's Agreement Manager is required for changes to the above Deliverable amounts that do not exceed ten (10) percent of each deliverable total funding amount. Changes that exceed ten (10) percent of each deliverable total funding amount will require a formal written amendment, as described in **Section D, Renegotiation or Modification**, of this Agreement. Regardless, in no event shall Commerce reimburse costs of more than the total amount of this Agreement.

**10. INVOICE SUBMITTAL AND PAYMENT.**

- A. Commerce agrees to reimburse the Grantee for costs under this Agreement in accordance with **Section K, Invoices and Payments**, of this Agreement in the amount(s) identified per deliverable in Section 5 of this Scope of Work, above. The deliverable amount specified does not establish the value of the deliverable. Pursuant to s. 215.971(1), F.S., Grantee will be reimbursed for allowable costs incurred during the Agreement Period by Grantee in carrying out the Project.
- B. Subject to the terms and conditions of this Agreement, an itemized invoice and all documentation necessary to support the payment request for each deliverable shall be submitted into Commerce's Subrecipient Enterprise Resource Application (SERA). SERA Access Authorization Form will be provided after the execution of this Agreement. Invoices are not required to be submitted through the Ariba Supplier Network described in Section K.2. of this Agreement. Invoices shall be submitted in the format shown on Attachments 1-A, 1-B, and 1-C hereto, electronic copies of which shall be provided by Commerce to the Grantee. Grantee shall use Attachment 1-A if work for the deliverable is completed entirely by a subcontractor, Attachment 1-B if work for the deliverable is completed entirely by Grantee's employee(s), and Attachment 1-C if work for the deliverable is completed both by a subcontractor and by Grantee's employee(s).
- C. Grantee shall provide one (1) itemized invoice for each deliverable submitted during the applicable period of time. The invoice shall include, at a minimum, the following:
1. Grantee's name and address;
  2. Grantee's federal employer identification number;
  3. the Agreement number;
  4. the Grantee's invoice number;
  5. an invoice date;
  6. the dates of service;
  7. the deliverable number;
  8. a description of the deliverable;
  9. a statement that the deliverable has been completed; and
  10. the amount being requested.

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- D.** Grantee shall submit a **final invoice** no later than **60** days after this Agreement ends or is terminated as provided in Section K.5. of this Agreement.
- E. Documentation that must accompany each itemized invoice:** The following documents shall be submitted with the itemized invoice:
- 1. For Work Performed by a Subcontractor:**
    - a. A cover letter signed by the Grantee's Agreement Manager certifying that the payments claimed for the deliverables were specifically for the project, as described in this Scope of Work;
    - b. Copies of paid invoices submitted to Grantee by the Subcontractor that show the hourly rate of pay charged for the work performed, the actual hours expended on the work performed, and any expenses incurred by the subcontractor in performing said work; and
    - c. Proof of payment of invoices submitted to Grantee by the Subcontractor for work performed pursuant to this Agreement (e.g., cancelled checks, bank statement showing deduction).
  - 2. For Work Performed by Grantee's Employees:**
    - a. A cover letter signed by the Grantee's Agreement Manager certifying that the payments claimed for the deliverables were specifically for the project, as described in this Scope of Work.
    - b. Identification of Grantee's employees who performed work under this Agreement and, for each such employee:
      - i. The percentage of the employee's time devoted to work under this Agreement or the number of total hours each employee devoted to work under this Agreement.
      - ii. Payroll register or similar documentation that shows the employee's gross salary, fringe benefits, other deductions, and net pay. If the employee is paid hourly, a document reflecting the hours worked times the rate of pay is acceptable.
    - c. Invoices or receipts for other direct costs.
    - d. Usage log for in-house charges (e.g., postage, copies, etc.) that shows the number of units times the rate charged. The rate must be reasonable.
- F.** Payment shall be provided to Grantee in accordance with **Section K., Invoices and Payments**, of this Agreement.
- G.** If the Grantee is a county or municipality that is a rural community or rural area of opportunity as those terms are defined in section 288.0656(2), F.S., the payment of submitted invoices may be issued for verified and eligible performance that has been completed in accordance with the terms and conditions set forth in this Agreement to the extent that federal or state law, rule, or other regulation allows such payments. Upon meeting either of the criteria set forth below, the Grantee may elect in writing to exercise this provision.
- 1.** A county or municipality that is a rural community or rural area of opportunity as those terms are defined in section 288.0656(2), F.S., that demonstrates financial hardship; or

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2. A county or municipality that is a rural community or rural area of opportunity as those terms are defined in section 288.0656(2), F.S., and which is located in a fiscally constrained county, as defined in section 218.67(1), F.S. If the Grantee meets the criteria set forth in this paragraph, then the Grantee is deemed to have demonstrated a financial hardship.

**11. SUBMITTAL, REVIEW AND ACCEPTANCE OF DELIVERABLES; NOTICE; OPPORTUNITY TO CURE.**

Grantee shall submit all deliverables to the Commerce CPTA Deliverables email at [CPTADeliverables@commerce.fl.gov](mailto:CPTADeliverables@commerce.fl.gov) and Commerce's Agreement Manager or upload the deliverable documents into Commerce's SERA system for review. Commerce will review all work submitted for payment under the deliverables and will determine in Commerce's sole and absolute discretion whether the deliverables are sufficient to satisfy the requirements in this Scope of Work. Within 15 business days after receipt of a deliverable, Commerce shall provide written notice to Grantee by electronic mail of Commerce's determination that the deliverable is sufficient and is accepted or that the deliverable is not sufficient to satisfy the requirements in the Scope of Work and how the Grantee can address the insufficiency. If Commerce determines that a deliverable is not sufficient under this Agreement, Grantee shall have 10 business days from the date of receipt of notice from Commerce to correct the insufficiency, and during this 10-business day period, the financial consequences specified in Section 12 of this Scope of Work will not be assessed. Commerce may extend this timeframe in writing (which may be by electronic mail) if Grantee is actively working with Commerce to resolve the insufficiency; provided, however, that any extension of time under this section will not extend the Agreement Period in Section A. of this Agreement and provided further that, notwithstanding the timeframes in this section, all deliverables and tasks must be completed on or before the end of the Agreement Period in Section A of this Agreement. An extension of time under this section does not require an amendment to this Agreement. Payment for a deliverable shall not be due until Commerce notifies the Grantee's Agreement Manager in writing that the deliverable or corrected deliverable is sufficient under the Scope of Work and is accepted by Commerce.

**12. FINANCIAL CONSEQUENCES.**

- A. Financial consequences of \$50 a business day up to a maximum amount of \$500 shall be imposed in each of the following circumstances:
  1. Grantee submits a deliverable to Commerce more than ten (10) business days after the deliverable due date. Financial consequences begin to accrue on the eleventh business day following the deliverable due date and continue until the deliverable is received by Commerce or the maximum amount of financial consequence accrues, whichever occurs first.
  2. Grantee is given a notice of insufficiency and fails to submit to Commerce a corrected deliverable within the timeframe provided in Section 11 of this Scope of Work. Financial consequences begin to accrue on the business day following the deadline under Section 11 of this Scope of Work and continue until the corrected deliverable is received by Commerce or the maximum financial consequence accrues, whichever occurs first.
- B. Imposition of the above-described financial consequences shall in no manner affect Commerce's right to impose or implement other provisions in this Agreement including the right to terminate this Agreement.

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- 13. PRELIMINARY DRAFT DELIVERABLES; COMMERCE REVIEW AND COMMENT.** Preliminary draft deliverables of proposed or adopted comprehensive plan amendments are required to be provided to Commerce for comment prior to the deliverable due date as provided in Section 3. of this Scope of Work. Unless other preliminary draft deliverables are required to be submitted to Commerce under Section 3 of this Scope of Work, above, Grantee is encouraged, but not required, to submit preliminary drafts of all substantive written deliverables (e.g., master plans, studies, reports) to Commerce for review and comment no later than ten (10) business days before the deliverable due date. If Commerce provides comments, Grantee is urged to address them in the deliverable submitted to Commerce for payment. If submission of a preliminary draft deliverable for Commerce review and comment is required under Section 3 or Section 5 of this Scope of Work, above, Commerce shall provide comments to the Grantee no later than four business days before the deliverable due date and the deliverable must address Commerce's comments.
- 14. LIMITED COMPLIANCE REVIEW; NO DUPLICATION OF WRITTEN MATERIAL.** Proposed comprehensive plan amendments that are deliverables under the Scope of Work must be "in compliance" as defined in s. 163.3184(1)(b), F.S., and will be evaluated for compliance as part of Commerce's review and determination of whether the deliverable is sufficient to satisfy the requirements in the Scope of Work. Commerce's compliance determination will be a limited determination without input from the reviewing agencies identified in s. 163.3184(1)(c), F.S. A limited compliance determination for the purpose of this Agreement is not binding on Commerce in a subsequent review under section 163.3184, F.S. Further, a limited compliance determination under this Agreement does not preclude review and comment by reviewing agencies and does not preclude a challenge to the adopted plan amendment by Commerce based on comments by Commerce or other reviewing agencies. Documents submitted to Commerce for payment under this Agreement may not copy or duplicate reports or other written material prepared prior to the Agreement Period in **Section A., Agreement Period**, of this Agreement or prepared by or on behalf of someone other than the Grantee for a purpose other than the specific grant project identified in this Scope of Work. At the option of the Grantee, copies of such relevant documents may be appended to documents submitted to Commerce for payment.
- 15. EXTENSIONS OF TIME OF DELIVERABLE DUE DATES.** Notwithstanding **Section D., Renegotiation or Modification**, of this Agreement, Commerce's Agreement Manager, in Commerce's sole discretion, may authorize extensions of deliverable due dates without a written modification of this Agreement. Extensions shall be requested by Grantee's Agreement Manager (not Grantee's consultant or subcontractor) in accordance with the following:
- A. Requests for extension of one or more deliverable due dates shall be submitted by Grantee's Agreement Manager in writing (which may be by electronic mail) to Commerce's Agreement Manager no later than one (1) business day before the deliverable due date (or the earliest of multiple due dates for which the extension is requested);
  - B. A request for an extension of time received by Commerce's Agreement Manager on or after the deliverable due date to which the extension applies will not be granted;
  - C. If requested by Commerce's Agreement Manager, Grantee's Agreement Manager must explain the reason for the requested extension; and

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- D. Commerce's Agreement Manager shall approve or deny a request for extension of a deliverable due date by electronic mail to Grantee's Agreement Manager within two (2) business days after receipt of the request. Only written approvals of extensions shall be effective.

This authority and procedure do not apply to an extension of the Agreement Period defined in **Section A, Agreement Period**, of this Agreement.

- 16. ADVERTISING AND INFORMATION RELEASE.** Notwithstanding **Section J, Advertising and Sponsorship Disclosure**, and **Section F, Records and Information Release**, of this Agreement, Grantee is authorized to disclose to the public on its website or by other means that it has been awarded a Community Planning Technical Assistance Grant from Commerce for the work described in this Scope of Work.
- 17. NOTIFICATION OF INSTANCES OF FRAUD.** Instances of Grantee's operational fraud or criminal activities shall be reported to Commerce's Agreement Manager in writing within twenty-four (24) chronological hours.
- 18. GRANTEE'S RESPONSIBILITIES UPON TERMINATION.** If Commerce issues a Notice of Termination to Grantee, except as otherwise specified by Commerce in that notice, the Grantee shall:
- A. Stop work under this Agreement on the date and to the extent specified in the notice;
  - B. Complete performance of such part of the work as shall not have been terminated by Commerce;
  - C. Take such action as may be necessary, or as Commerce may specify, to protect and preserve any property which is in the possession of Grantee and in which Commerce has or may acquire an interest; and
  - D. Upon the effective date of termination of this Agreement, Grantee shall transfer, assign, and make available to the Commerce all property and materials belonging to Commerce. No extra compensation will be paid to Grantee for its services in connection with such transfer or assignment.
- 19. CONFLICTS BETWEEN SCOPE OF WORK AND REMAINDER OF AGREEMENT.** In the event of a conflict between the provisions of this Scope of Work and other provisions of this Agreement, the provisions of this Scope of Work shall govern.

**Attachment 1-A – Invoice: Grantee's Subcontractor(s) (Contractual Services)**

**INVOICE**

**GRANTEE'S NAME:** \_\_\_\_\_  
**FEIN:** \_\_\_\_\_

**INVOICE NO.:** \_\_\_\_\_  
**INVOICE DATE:** \_\_\_\_\_

**Agreement No.:** \_\_\_\_\_

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**TO:**

Florida Department of Commerce  
Division of Community Development  
Attn.: Cristin Beshears  
107 East Madison Street  
Caldwell Building, MSC 160  
Tallahassee, FL 32399

**FOR:**

[Grantee name]  
[Grantee address]  
[Grantee phone number]

DESCRIPTION	AMOUNT
<b>Dates of Service:</b> _____	
<b>Deliverable _____ Completed:</b> [copy description of the deliverable from Scope of Work, Section 3]	
<b><u>Category expenditures:</u></b>	
Contractual Services	\$__
<b>TOTAL</b>	<b>\$__</b>

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### Attachment 1-B – Invoice: Grantee's Employee(s)

# INVOICE

**GRANTEE'S NAME:** \_\_\_\_\_

**FEIN:** \_\_\_\_\_

**INVOICE NO.:** \_\_\_\_\_

**INVOICE DATE:** \_\_\_\_\_

**Agreement No.:** \_\_\_\_\_

**TO:**

Florida Department of Commerce  
Division of Community Development  
Attn.: Cristin Beshears  
107 East Madison Street  
Caldwell Building, MSC 160  
Tallahassee, FL 32399

**FOR:**

[Grantee name]  
[Grantee address]  
[Grantee phone number]

DESCRIPTION	AMOUNT
<b>Dates of Service:</b> _____  <b>Deliverable _____ Completed:</b> [copy description of the deliverable from Scope of Work, Section 3]	
<u>Category expenditures:</u>  Salaries Fringe Benefits Travel Postage [other direct costs: identify them]	\$_____ \$_____ \$_____ \$_____ \$_____ \$_____
<b>TOTAL</b>	<b>\$_____</b>

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**Attachment 1-C – Invoice: Combination of Grantee’s Subcontractor(s) and Grantee’s Employee(s)**

# INVOICE

**GRANTEE'S NAME:** \_\_\_\_\_

**FEIN:** \_\_\_\_\_

**INVOICE NO.:** \_\_\_\_\_

**INVOICE DATE:** \_\_\_\_\_

**Agreement No.:** \_\_\_\_\_

**TO:**

Florida Department of Commerce  
Division of Community Development  
Attn.: Cristin Beshears  
107 East Madison Street  
Caldwell Building, MSC 160  
Tallahassee, FL 32399

**FOR:**

[Grantee name]  
[Grantee address]  
[Grantee phone number]

DESCRIPTION	AMOUNT
<b>Dates of Service:</b> _____  <b>Deliverable ____ Completed:</b> [copy description of the deliverable from Scope of Work, Section 3]   <u>Category expenditures:</u>  Contractual Services Salaries Fringe Benefits Travel Postage [other direct costs: identify them]	\$ ____ \$ ____ \$ ____ \$ ____ \$ ____ \$ ____
<b>TOTAL</b>	\$ ____



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## Attachment 1-D – Grant Agreement Final Closeout Form

**Ron DeSantis**  
GOVERNOR

**GRANT  
AGREEMENT FINAL  
CLOSEOUT FORM**

**J. Alex Kelly**  
SECRETARY

<b>FLAIR Contract ID:</b>	_____		
<b>Recipient Name:</b>	_____	<b>Contract Amount</b>	_____
<b>Vendor ID:</b>	_____	<b>Deobligated Funds</b>	_____
<b>Contract End Date:</b>	_____	<b>Final Contract Amount</b>	_____

**Section A: Financial Reconciliation**

<b>1. Total Recipient Funds Received from Commerce</b>	_____
<b>2. Total Recipient Expenditures</b>	_____
<b>3. Balance of Unexpended Program Income (from Section B)</b>	_____
<b>4. If negative, this amount must be refunded to the Department. If positive, this amount is to be remitted to the Recipient.</b>	_____

**Section B: Statement of Recipient Income**

<ul style="list-style-type: none"> <li>There was no recipient income earned under this contract.</li> <li>The following recipient income was earned under this contract.</li> </ul>			
Description of Recipient Income			
Source	Amount	Expended	Balance
<b>Total Program Income</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>

**Section C: Property Inventory Certification**

<ul style="list-style-type: none"> <li>No tangible property was purchased in the contract period.</li> <li>All non-expendable and non-consumable tangible property having a useful life of more than one year and acquired at a cost of \$1,000 or more per unit with grant funds are listed below. I do hereby certify that the property inventory described below is complete and correct. Notification will be sent immediately to the Department of Commerce if any changes occur to this inventory. I will not destroy, sell, or otherwise dispose of this property without written permission of the Department.</li> </ul>					
Description of Property Inventory					
Description and Serial Number	Quantity	Acquisitions		Condition	Location
		Cost	Date		

**Section D: Recipient Certification**

<b>By signing below, I certify, that the above representations for Financial Reconciliation, Recipient Income, and Property Inventory are true and accurate.</b>	
<b>Name:</b> _____	<b>Signature:</b> _____
<b>Title:</b> _____	<b>Date Signed:</b> _____

**Section E: COMMERCE Internal Review and Approval**

<b>By signing below, I certify, that the above representations for Financial Reconciliation, Recipient Income, and Property Inventory are true and accurate.</b>	
<b>Name:</b> _____	<b>Signature:</b> _____

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**Attachment 1-E – Subrecipient Enterprise Resource Application (SERA) Form**

**Attachment 1-E will be provided after execution of this Agreement**

## Attachment 2 AUDIT REQUIREMENTS

The administration of resources awarded by Commerce to the recipient (herein otherwise referred to as "Grantee") may be subject to audits and/or monitoring by Commerce as described in this Attachment 2.

**MONITORING.** In addition to reviews of audits conducted in accordance with 2 CFR 200, Subpart F - Audit Requirements, and section 215.97, Florida Statutes (F.S.), as revised (see AUDITS below), monitoring procedures may include, but not be limited to, on-site visits by Commerce staff, limited scope audits as defined by 2 CFR §200.425, or other procedures. By entering into this agreement, the recipient agrees to comply and cooperate with any monitoring procedures or processes deemed appropriate by Commerce. In the event the Commerce determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by Commerce staff to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

### AUDITS.

**PART I: FEDERALLY FUNDED.** This part is applicable if the recipient is a state or local government or a nonprofit organization as defined in 2 CFR §200.90, §200.64, and §200.70.

1. A recipient that expends \$750,000 or more in federal awards in its fiscal year must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements. EXHIBIT 1 to this form lists the federal resources awarded through Commerce by this agreement. In determining the federal awards expended in its fiscal year, the recipient shall consider all sources of federal awards, including federal resources received from Commerce. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR §§200.502-503. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 CFR §200.514 will meet the requirements of this Part.
2. For the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR §§200.508-512.
3. A recipient that expends less than \$750,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements. If the recipient expends less than \$750,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other than federal entities).

**PART II: STATE FUNDED.** This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2), Florida Statutes.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$750,000 in any fiscal year of such recipient (for fiscal years ending June 30, 2017, and thereafter), the recipient must have a state single or project-specific audit for such fiscal year in accordance with s. 215.97, F.S.; Rule Chapter 69I-5, F.A.C., State Financial Assistance; and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this form lists the state financial assistance awarded through Commerce by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state

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financial assistance received from Commerce, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for federal program matching requirements.

2. For the audit requirements addressed in Part II, paragraph 1, the recipient shall ensure that the audit complies with the requirements of section 215.97(8), F.S. This includes submission of a financial reporting package as defined by section 215.97(2), F.S., and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the recipient expends less than \$750,000 in state financial assistance in its fiscal year (for fiscal years ending June 30, 2017, and thereafter), an audit conducted in accordance with the provisions of s. 215.97, F.S., is not required. If the recipient expends less than \$750,000 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of s. 215.97, F.S., the cost of the audit must be paid from the nonstate entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than state entities).

**PART III: OTHER AUDIT REQUIREMENTS.**

*(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(8), Florida Statutes, State agencies may conduct or arrange for audits of state financial assistance that are in addition to audits conducted in accordance with Section 215.97, Florida Statutes. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)*

N/A

**PART IV: REPORT SUBMISSION.**

1. Copies of reporting packages for audits conducted in accordance with 2 CFR 200, Subpart F - Audit Requirements, and required by Part I of this form shall be submitted, when required by 2 CFR §200.512, by or on behalf of the recipient directly to the Federal Audit Clearinghouse (FAC) as provided in 2 CFR §200.36 and §200.512.

The FAC's website provides a data entry system and required forms for submitting the single audit reporting package. Updates to the location of the FAC and data entry system may be found at the OMB website.

2. Copies of financial reporting packages required by Part II of this form shall be submitted by or on behalf of the recipient directly to each of the following:

- a. Commerce at each of the following addresses:

Electronic copies (preferred):  
[Audit@commerce.fl.gov](mailto:Audit@commerce.fl.gov)

or

Paper (hard copy):  
 Florida Department of Commerce  
 MSC # 75, Caldwell Building  
 107 East Madison Street  
 Tallahassee, FL 32399-4126

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- b. The Auditor General's Office at the following address: Auditor General

Local Government Audits/342 Claude Pepper Building, Room 401 111 West Madison Street  
Tallahassee, Florida 32399-1450

The Auditor General's website (<https://flauditor.gov/>) provides instructions for filing an electronic copy of a financial reporting package.

3. Copies of reports or the management letter required by Part III of this form shall be submitted by or on behalf of the recipient directly to:

Electronic copies (preferred):  
[Audit@commerce.fl.gov](mailto:Audit@commerce.fl.gov)

or

Paper (hard copy):  
Florida Department of Commerce  
MSC # 75, Caldwell Building  
107 East Madison Street  
Tallahassee, FL 32399-4126

4. Any reports, management letters, or other information required to be submitted Commerce pursuant to this agreement shall be submitted timely in accordance with 2 CFR §200.512, section 215.97, F.S., and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
5. Recipients, when submitting financial reporting packages to Commerce for audits done in accordance with 2 CFR 200, Subpart F - Audit Requirements, or Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the recipient in correspondence accompanying the reporting package.

**PART V: RECORD RETENTION.** The recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five (5) years from the date the audit report is issued, or five (5) state fiscal years after all reporting requirements are satisfied and final payments have been received, whichever period is longer, and shall allow Commerce, or its designee, CFO, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to Commerce, or its designee, CFO, or Auditor General upon request for a period of five (5) years from the date the audit report is issued, unless extended in writing by Commerce. In addition, if any litigation, claim, negotiation, audit, or other action involving the records has been started prior to the expiration of the controlling period as identified above, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the controlling period as identified above, whichever is longer.

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**EXHIBIT 1 to Attachment 2**

**FEDERAL RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:**

N/A

**COMPLIANCE REQUIREMENTS APPLICABLE TO THE FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:**

N/A

**STATE RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:**

**MATCHING RESOURCES FOR FEDERAL PROGRAMS:**

N/A

**SUBJECT TO SECTION 215.97, FLORIDA STATUTES:**

State Project: **FLORIDA DEPARTMENT OF COMMERCE – CSFA 40.024 – GROWTH MANAGEMENT IMPLEMENTATION - \$20,000.00**

**COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:**

- ACTIVITIES ARE LIMITED TO THOSE IN THE SCOPE OF WORK.

NOTE: Title 2 C.F.R. § 200.331, as revised, and Section 215.97(5), Florida Statutes, require that the information about Federal Programs and State Projects included in Exhibit 1 be provided to the recipient.

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**ATTACHMENT 3**  
**Audit Compliance Certification**

Grantee Name: \_\_\_\_\_

FEIN: \_\_\_\_\_ Grantee's Fiscal Year: \_\_\_\_\_

Contact Person Name and Phone Number: \_\_\_\_\_

Contact Person Email Address: \_\_\_\_\_

1. Did Grantee expend state financial assistance, during its fiscal year, that it received under any agreement (e.g., agreement, grant, memorandum of agreement, memorandum of understanding, economic incentive award agreement, etc.) between Grantee and the Department of Commerce (Commerce)?  
\_\_\_\_ Yes \_\_\_\_ No

If the above answer is yes, also answer the following before proceeding to item 2:

Did Grantee expend \$750,000 or more of state financial assistance (from Commerce and all other sources of state financial assistance combined) during its fiscal year? \_\_\_\_ Yes \_\_\_\_ No

**If yes, Grantee certifies that it will timely comply with all applicable state single or project-specific audit requirements of section 215.97, Florida Statutes, and the applicable rules of the Department of Financial Services and the Auditor General.**

2. Did Grantee expend federal awards, during its fiscal year that it received under any agreement (e.g., agreement, grant, memorandum of agreement, memorandum of understanding, economic incentive award agreement, etc.) between Grantee and Commerce? \_\_\_\_ Yes \_\_\_\_ No

If the above answer is yes, also answer the following before proceeding to execution of this certification:

Did Grantee expend \$750,000 or more in federal awards (from Commerce and all other sources of federal awards combined) during its fiscal year? \_\_\_\_ Yes \_\_\_\_ No

**If yes, Grantee certifies that it will timely comply with all applicable single or program-specific audit requirements of 2 C.F.R. part 200, subpart F, as revised.**

**By signing below, I certify, on behalf of Grantee, that the above representations for items 1 and 2 are true and correct.**

\_\_\_\_\_  
Signature of Authorized Representative\_\_\_\_\_  
Date\_\_\_\_\_  
Printed Name of Authorized Representative\_\_\_\_\_  
Title of Authorized Representative

**To:** City of Okeechobee City Council

**Date:** January 2, 2024

**Subject:** **State of Florida Department of Commerce (FloridaCommerce) Community Planning Technical Assistance Grant**

**Background**

- The State of Florida Department of Commerce (FloridaCommerce) has awarded the City of Okeechobee a Community Planning Technical Assistance Grant in the amount of \$20,000 for Fiscal Year 2023-2024.
- Through the grant, the City, in partnership with the Central Florida Regional Planning Council (CFRPC), will prepare the following: 1) Market Feasibility Study; 2) Lodging Market Analysis and Industry Trend Report; and 3) Housing Market Profile. The Market Feasibility Study shall analyze the economic market potential of the City of Okeechobee as a location for new businesses and expansion of existing businesses and include recommendations for implementation of findings of the Study. The Lodging Market Analysis and Industry Trend Report shall analyze current hotel markets within the City of Okeechobee and primary drivers for hotel demand. The Housing Market Profile shall analyze total owner and renter occupied housing and include recommendations.

**Actions Requested**

- Approve the CFRPC Planning Advisory Services Agreement allowing the CFRPC to work with the City to complete a Lodging Market Analysis and Industry Trend Report.

**Attachments:**

**Planning Advisory Services Agreement with the Central Florida Regional Planning Council  
Executed Grant Agreement with the FloridaCommerce**



# **PLANNING ADVISORY SERVICES AGREEMENT**

**with the**

## **CITY OF OKEECHOBEE**

**THIS AGREEMENT** is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2024, by and between the **Central Florida Regional Planning Council** (hereinafter referred to as the "COUNCIL") and **City of Okeechobee** (hereinafter referred to as the "CITY").

### **BACKGROUND**

- A. The CITY desires to engage the COUNCIL to provide professional planning services to create a Market Feasibility Study, Lodging Market Analysis and Industry Trend Report, and Housing Market Profile, which is detailed in Attachment A titled Community Planning Technical Assistance Grant Agreement State of Florida Department of Commerce, Agreement # P0497. The Scope of Work is provided as Attachment 1, beginning on page 20 in the Agreement.
- B. The COUNCIL acknowledges the Grant Agreement between the State of Florida Department of Commerce and the CITY (AGREEMENT) which is provided as Attachment A of this Agreement. Consistent with that AGREEMENT, the COUNCIL shall be consistent with Funding Requirements of Section 215.971(1), F.S.; Audit and Records (where applicable); Discriminatory Vendors; Scope of Work., Non-Discrimination; Public Entity Crime; Information Release; and Employment Eligibility Verification.
- C. The COUNCIL desires to provide such professional services in accordance with this Agreement.

**NOW, THEREFORE**, in consideration of the mutual covenants and promises contained herein, the parties hereto do mutually agree as follows:

### **I. GENERAL**

The CITY engages the COUNCIL to assist the CITY in creating a Market Feasibility Study, Lodging Market Analysis and Industry Trend Report, and Housing Market Profile; and the COUNCIL shall provide the professional services required under this Agreement with the CITY.

### **II. SCOPE OF WORK**

The COUNCIL shall perform, in a satisfactory and proper manner, the work and services detailed in Attachment A - Scope of Work and shall satisfy all requirements of the guidelines specified therein.

### **III. COMPENSATION**

As consideration for performance of Work, the CITY agrees to pay a fixed fee of \$20,000 (twenty thousand dollars) to be paid in two (2) payments as follows: \$10,000 by February 16, 2024; and \$10,000 by May 3, 2024. Payment shall be made upon receipt of an acceptable completed invoice from the COUNCIL and release of funds to the CITY by the

Florida Department of Commerce. Project deliverables will be consistent with the Scope of Work provided in Attachment A - Community Planning Technical Assistance Grant Agreement State of Florida Department of Commerce, Agreement # P0497. The Scope of Work is provided as Attachment 1, beginning on page 20 in the Agreement.

All fees and payments for additional Scope of Work, if required, shall be negotiated.

#### **IV. PERIOD OF AGREEMENT**

The services of the COUNCIL are to commence upon execution of this agreement.

#### **V. MODIFICATION OF AGREEMENT**

- A. Either party may request changes in the services or Scope of Work to be performed by the COUNCIL pursuant to this Agreement, including adjustments in the funds provided under the Agreement if necessary and appropriate. Such changes mutually agreed upon by and between the CITY and the COUNCIL shall be incorporated in written amendments to this Agreement signed by both parties.
- B. Any extensions of the Agreement shall be mutually agreed upon by and between the CITY and the COUNCIL and shall be incorporated in written amendments to this Agreement signed by both parties.

#### **VI. TERMINATION**

- A. This Agreement may be terminated by written mutual consent of the parties.
- B. Either party may terminate this Agreement upon written notice of thirty (30) days. Written notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery.
- C. In the event the Agreement is terminated, the COUNCIL shall be reimbursed in the amount commensurate with the work satisfactorily accomplished on the effective date of termination.

#### **VII. COMPLIANCE WITH LAWS**

The COUNCIL warrants, represents, and agrees that it will comply with all federal, state, and local laws, rules, and regulations applicable to the fulfillment of the requirements of this Agreement.

#### **VIII. PERSONNEL**

- A. The COUNCIL represents that it has, or will secure at its own expense, personnel necessary to perform the services under this Agreement.
- B. The COUNCIL shall continuously staff the project with personnel as deemed necessary by the COUNCIL to fulfill its obligations under this Agreement. Qualified persons may be added, deleted, or substituted at any time during the period of this Agreement, as the COUNCIL may deem necessary or appropriate.

## **IX. DATA TO BE FURNISHED TO COUNCIL**

Upon reasonable request of the COUNCIL, the CITY shall provide to the COUNCIL all information, data reports, plans, policies, records, and maps in its possession, or which become available to it, that are necessary for the execution of Work of the COUNCIL under this Agreement.

## **X. RIGHT TO WORK PRODUCTS**

Copies of all of work products shall become the property of the CITY.

## **XI. ASSIGNMENT**

This Agreement shall not be assignable.

## **XII. EMPLOYMENT ELIGIBILITY VERIFICATION**

(a) *Definitions.* As used in this paragraph

*Employee assigned to this Agreement* means an employee who was hired after November 6, 1986, who is directly performing work, in the United States, under this Agreement. An employee is not considered to be directly performing work under this Agreement if the employee—

- (1) Normally performs support work, such as indirect or overhead functions; and
- (2) Does not perform any substantial duties applicable to the agreement.

*Subcontract* means any contract entered into by a subcontractor to furnish supplies or services for performance of this Agreement or a subcontract under this Agreement. It includes but is not limited to purchase orders, and changes and modifications to purchase orders.

*Subcontractor* means any supplier, distributor, vendor, or firm that furnishes supplies or services to or for COUNCIL or another subcontractor.

*United States*, as defined in 8 U.S.C. 1101(a)(38), means the 50 States, the District of Columbia, Puerto Rico, Guam, and the United States Virgin Islands.

(b) *Enrollment and verification requirements.*

- (1) The COUNCIL must be enrolled in E-Verify at time of execution of this Agreement, and the COUNCIL shall use E-Verify to initiate verification of employment eligibility of—

(i) *All new employees.*

(A) *Enrolled 30 calendar days or more.* The COUNCIL shall initiate verification of employment eligibility of all new hires of the COUNCIL, who are working in the State of Florida, whether or not assigned to this Agreement, within three (3) business days after the date of hire; or

(B) *Enrolled less than 30 calendar days.* Within 30 calendar days after enrollment in E-Verify, the COUNCIL shall initiate verification of employment eligibility of all new hires of the COUNCIL who are working in the State of Florida, whether or not assigned to this Agreement, within three (3) business days after the date of hire.

(ii) *Employees assigned to this Agreement.* For each employee assigned to this Agreement, the COUNCIL shall initiate verification of employment eligibility, to the extent allowed by the E-Verify program, within 30 calendar days after date of execution of this Agreement or within 30 days after assignment to this Agreement, whichever date is later.

(2) The COUNCIL shall comply, for the period of performance of this Agreement, with the requirements of the E-Verify program Memorandum of Understanding (MOU). Termination of the COUNCIL's MOU and denial of access to the E-Verify system by the Department of Homeland Security or the Social Security Administration or the U.S. Citizenship and Immigration Service is an event of default under this Agreement.

(c) *Web site.* Information on registration for and use of the E-Verify program can be obtained via the Internet at the U.S. Citizenship and Immigration Service's Web site: <http://www.uscis.gov>.

(d) *Individuals previously verified.* The COUNCIL is not required by this paragraph to perform additional employment verification using E-Verify for any employee whose employment eligibility was previously verified by the COUNCIL through the E-Verify program.

(e) *Subcontracts.* The COUNCIL shall include, and shall require the inclusion of, the requirements of this paragraph, including this subparagraph (e) (appropriately modified for identification of the parties), in each subcontract that includes work performed in the United States under this Agreement.

## **XVI. SUBCONTRACTS**

The COUNCIL shall report on performance, account for proper use of funds provided under this Agreement (including the provision of audit rights pursuant to Auditing and Records (where applicable)).

The COUNCIL shall only expend funding under this agreement for allowable costs resulting from obligations incurred during the AGREEMENT period.

## **XV. DISCRIMINATORY VENDOR**

The COUNCIL affirms it is aware of the provisions of Section 287.134(2)(a), Florida Statutes, and that at no time has the COUNCIL been placed on the Discriminatory Vendor List. The COUNCIL further agrees that it shall not violate such law during the term of this Agreement.

**XVI. NON-DISCRIMINATION**

The COUNCIL shall not discriminate unlawfully against any individual employed in the performance of this Agreement because of race, religion, color, sex, physical handicap unrelated to such person's ability to engage in this work, national origin, ancestry, or age.

**XVII. HARASSMENT-FREE WORKPLACE**

The COUNCIL shall provide a harassment-free workplace, with any allegation of harassment given priority attention and action by management.

**XVIII. PUBLIC ENTITY CRIMES**

The COUNCIL affirms that it is aware of the provisions of Section 287.133(2)(a), Florida Statutes, and that at no time has the COUNCIL been convicted for a Public Entity Crime. The COUNCIL agrees it shall not violate such law and further acknowledges and agrees that any conviction during the term of this Agreement may result in termination of this Agreement in accordance with Section 287.133(4).

**XIX. LOBBYING**

The COUNCIL shall not use any funds received pursuant to this Agreement for lobbying the Florida Legislature, the judicial branch, or any state agency.

**XX. INFORMATION RELEASE (PUBLIC RECORDS ACCESS)**

The CITY AND COUNCIL agree that the COUNCIL shall comply with Florida's public records law to specifically include:

- A. The COUNCIL shall comply with Florida Public Records law under Chapter 119, F.S. Records made or received in conjunction with this Agreement are public records under Florida law, as defined in Section 119.011(12), F.S. The COUNCIL shall keep and maintain public records required to perform the services under this Agreement.
- B. This Agreement may be unilaterally canceled by the CITY for refusal by the COUNCIL to either provide public records to the CITY upon request, or to allow inspection and copying of all public records made or received by the COUNCIL in conjunction with this Agreement and subject to disclosure under Chapter 119, F.S., and Section 24(a), Article I, Florida Constitution.
- C. If the COUNCIL meets the definition of "Contractor" found in Section 119.0701(1)(a), F.S.; [i.e., an individual, partnership, corporation, or business entity that enters into a contract for services with a public agency and is acting on behalf of the public agency], then the following requirements apply:
  - i. Pursuant to Section 119.0701, F.S., a request to inspect or copy public records relating to this Agreement for services must be made directly to the CITY. If the CITY does not possess the requested records, the CITY shall immediately notify Contractor of the request, and the COUNCIL must provide the records to the CITY or allow the records to be inspected or copied within a reasonable time. If the COUNCIL fails to provide the public records to the CITY within a reasonable time,

Contractor may be subject to penalties under s. 119.10, F.S.

- ii. Upon request from the CITY's custodian of public records, the COUNCIL shall provide the CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- iii. The COUNCIL shall identify and ensure that all public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the COUNCIL does not transfer the records to the CITY.
- iv. Upon completion of the Agreement, Contractor shall transfer, at no cost to CITY, all public records in possession of Contractor or keep and maintain public records required by the CITY to perform the services under this Agreement. If the COUNCIL transfers all public records to the CITY upon completion of the Agreement, the COUNCIL shall destroy any duplicate public records that are exempt or confidential and exempt from public disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Agreement, the COUNCIL shall meet all applicable requirements for retaining public records. All records that are stored electronically must be provided to CITY, upon request from the CITY's custodian of public records, in a format that is accessible by and compatible with the information technology systems of CITY.

**D. IF THE COUNCIL HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CITY'S CUSTODIAN OF PUBLIC RECORDS BY TELEPHONE AT 863-763-3372 ext. 9814, BY EMAIL AT LGAMIOTE@CITYOFOKEECHOBEE.COM, OR AT THE MAILING ADDRESS BELOW:**

**LANE GAMIOTE, CMC, CITY CLERK  
CITY OF OKEECHOBEE, CITY HALL  
55 SOUTHEAST 3RD AVENUE  
OKEECHOBEE, FLORIDA 34974**

## **XXI. TERMS AND CONDITIONS**

This Agreement and attachments incorporated by reference constitute all the terms and conditions agreed upon by the parties.

**IN WITNESS WHEREOF**, the CITY and the COUNCIL have caused this Agreement to be

executed by their undersigned officials as duly authorized.

**CITY OF OKEECHOBEE**

By:

Attest:

\_\_\_\_\_  
Dowling R. Watford, Jr., Mayor

\_\_\_\_\_  
Lane Gamiotea, CMC, City Clerk

**CENTRAL FLORIDA REGIONAL PLANNING COUNCIL**

By:

\_\_\_\_\_  
Jennifer Codo-Salisbury, Executive Director

\_\_\_\_\_  
Witness

**APPROVED AS TO LEGAL FORM AND SUFFICIENCY:**

\_\_\_\_\_  
City Attorney

\_\_\_\_\_  
Council Attorney

**Community Planning Technical Assistance  
Grant Agreement  
State of Florida, Department of Commerce**

**Agreement # P0497**

**See Exhibit 5**





CITY OF OKEECHOBEE, PUBLIC WORKS

Memo

To: Gary Ritter, City Administrator  
From: David Allen  
Date: 12/20/2023  
Re: Centennial Park Kayak Launch Dock purchase request

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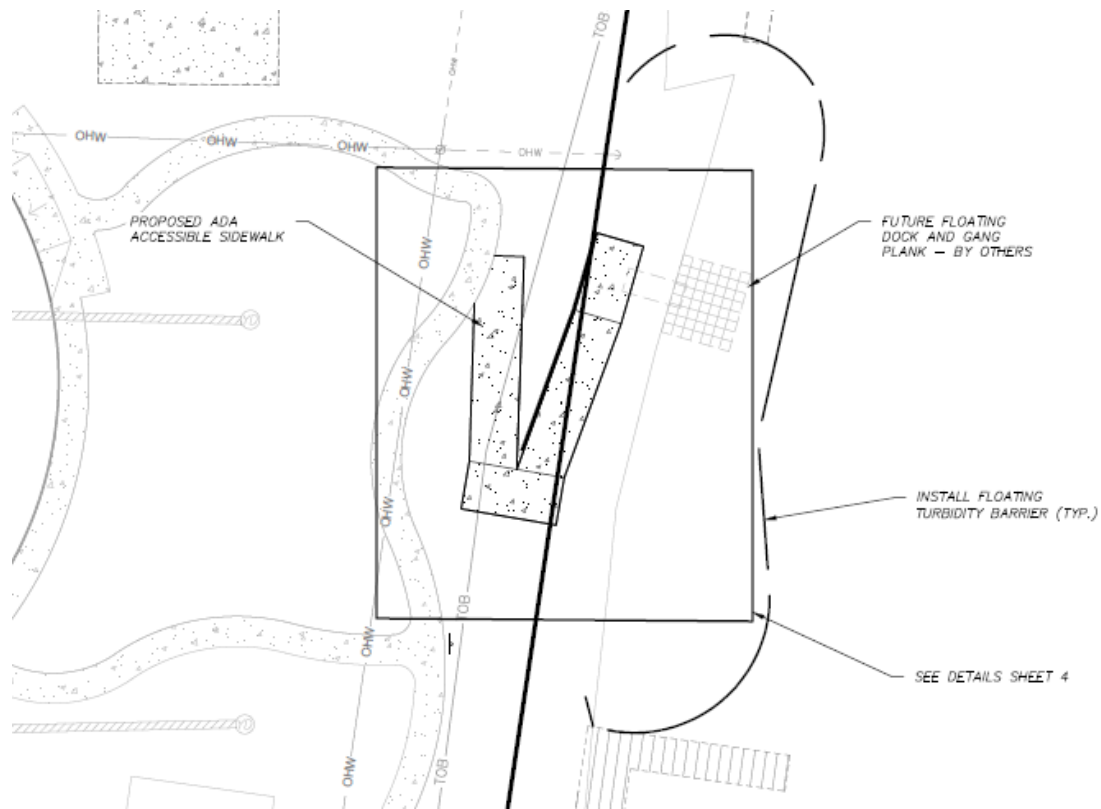
The Public Works Department is requesting a purchase requisition in the amount of \$39,818.90 for the purchase of a Kayak Launch from AccuDock, Pompano FL, to be installed in Centennial Park. The estimate provided by AccuDock is \$38,018.00. The purchase order request includes an additional 5% contingency for unanticipated expenses.

The total anticipated cost for the project is \$53,518.00. The City received a \$50,000.00 FRDA Grant for the project which was previously approved by the Council. The balance needed to complete the project is \$3,518.00.

With the assistance of Culpepper and Terpening Engineers, Public Works has analyzed different options for the installation of a kayak launch at Centennial Park. The analysis included two different walkway options and three docks from different vendors.



The first access alternative was to construct A sidewalk from the existing sidewalk in the park down to the water's edge and then use a short ramp to access the dock. This option also requires the construction of a retaining wall because of the slope of the riverbank.



The second option was to construct a pad adjacent to the existing sidewalk and then utilize a longer ramp down to the kayak launch.



The second option is the preferred option due to construction costs. Option one would require approximately 90 Linear Feet (LF) of 8' wide, 4" thick sidewalk and 38 Linear Feet (LF) of 2 Ft high concrete retaining wall costing approximately \$24,000.00. The cost of constructing a 6" thick 13'X18' concrete pad needed for option two would be approximately \$6,000.00. The extra cost of the longer 32' ramp needed for option two is significantly less than the cost of the additional concrete work needed for option one.

The docks from the three vendors are all approximately the same size and would facilitate launching one kayak at a time. All three docks that were considered included ADA accessibility for handicap users. The costs for the three dock options are:

Vendor	AccuDock	EZ Dock	Kayak Dock
Dock size	16' X 18'	13' X 19.5'	15' X 25'
Dock	\$24,968.00	\$38,000.00	\$35,621
32' Gangway	\$11,200.00	\$13,150	\$18,154.2
Shipping	\$1,850.00	\$5,500.00	

Installation	In House -\$500.00 for materials	\$3,500.00	\$4,400.00
<b>Dock Subtotal:</b>	<b>\$47,018.00</b>	<b>\$60,150.00</b>	<b>\$58,175.20</b>
Concrete	\$6,000.00	\$6,000.00	\$6,000.00
Engineering	\$9,000.00	\$9,000.00	\$9,000.00
<b>Total Project Cost</b>	<b>\$ 53,518.00</b>	<b>\$ 75,150.00</b>	<b>\$ 73,175.20</b>

The AccuDock option also has the advantage of being installed by Public Works Staff. In discussing the installation with the vendor, they indicated that most of the docks that they sell to municipalities are installed by the municipality. Additionally, the vendor indicated that approximately half of the docks sold to individuals are also self-installed. The cost estimate for the AccuDock options includes \$500.00 for additional installation materials needed to complete the project.

Given that the AccuDock option is both the lowest cost option and can be installed by public works saving an additional \$3,000.00, it is our recommendation to move forward with this project using AccuDock as the selected vendor for the dock.





**AccuDock**

**Selected option**





**EZ Dock**



**KayakDock**

AccuDock  
 1790 SW 13th Court  
 Pompano Beach, FL 33069  
 +1 9547857557  
 info@accudock.com



## Estimate

### ADDRESS

City of Okeechobee  
 Centennial Park  
 701 SE 6th Ave, Okeechobee,  
 FL 34974

### ATTN:

Roxanne Chesser  
 rchesser@ct-eng.com

### SHIP TO

City of Okeechobee  
 Centennial Park  
 701 SE 6th Ave,  
 Okeechobee, FL 34974

### ATTN:

Roxanne Chesser  
 rchesser@ct-eng.com

ESTIMATE # 17481

DATE 11/28/2023

### SHIP VIA

Flat Bed Truck

### TRACKING NO.

rchesser@ct-eng.com

### SALES REP

AJ

### DESCRIPTION

16' x 18' ADA Dock

DATE	ACTIVITY	QTY	RATE	AMOUNT
	<b>FFLT-0488</b> 4' x 8' x 8" Framed Float	1	999.00	999.00T
	<b>FFLT-0588</b> 5' x 8' x 8" Framed Float	4	1,099.00	4,396.00T
	<b>FFLT-0568</b> 5' x 6' x 8" Framed Float	2	979.00	1,958.00T
	<b>CON-S20</b> S-Style Connector w/ Frame add-on	8	32.00	256.00T
	<b>CON-TC1</b> TC-Style Connector 1	2	60.00	120.00T
	<b>CON-H10</b> H-Style Connector	1	60.00	60.00T
	<b>CON-UW3</b> 3' Underwater Connector	1	199.00	199.00T
	<b>ACC-312SF</b> 3' x 12' Safe Launch Platform w/ accessory kit	1	1,099.00	1,099.00T
	<b>ACC-TRF</b> Accudock ADA Transfer Platform with overhead grab rail, and specifically designed angled overhead assist bar	1	4,000.00	4,000.00T
	<b>ACC-SR2</b> Side Railing - Kayak Accessory	2	179.00	358.00T
	<b>ACC-EDGE</b> 2-1/2" Edge/ Roll Off Guard	65	22.00	1,430.00T
	<b>ACC-ADECK</b> Optional PVC Decking Upgrade - Color TBD. Price per sq. foot	252	26.00	6,552.00T
	<b>ATT-PHD</b>	4	369.00	1,476.00T



DATE	ACTIVITY	QTY	RATE	AMOUNT
	HD Piling Hoop design with 4 rollers			
	<b>ACC-SHOE</b>	1	299.00	299.00T
	Additional Floatation for dock support			
	<b>GAN-HP5</b>	1	549.00	549.00T
	5' Landside Hinge Plate			
	<b>Misc</b>	1	11,200.00	11,200.00T
	5' x 32' ADA Aluminum Gangway with aluminum non skid decking, side railings, intermediates handrails, and kickplates with 38" inside clearance			
	<b>GAN-RA</b>	1	299.00	299.00T
	Gangway Roller Assembly			
	<b>GAN-RP</b>	1	299.00	299.00T
	Roller Pad w/ Hardware - Size - 5' with Transition Plate			
	<b>GAN-TP5</b>	1	619.00	619.00T
	Transition Plate 5' width			

-Thank you for the opportunity to earn your business. Stated pricing is valid for 30 days.

-ALL SALES ARE FINAL.

-Credit Card payments are subject to 3% processing fee added to total at time of transaction

-Please Note: AccuDock is the manufacturer of floating docks and aluminum gangways/accessories. All delivery and/or installations will be provided by third party companies at an additional expense.

SUBTOTAL	36,168.00
TAX (0%)	0.00
SHIPPING	1,850.00
TOTAL	<b>\$38,018.00</b>

Accepted By

Accepted Date



CITY OF OKEECHOBEE, PUBLIC WORKS

Memo

To: Gary Ritter, City Administrator  
From: David Allen  
Date: 12/18/2023  
Re: SE 8<sup>th</sup> Avenue Traffic Signal Cabinet Purchase Order Adjustment

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Public Works is requesting an adjustment to the Purchase Order to Transportation Solutions and Lighting, PO # 63 to include shipping charges that were not included in the original quote. After a lengthy delay due to supply chain issues, the cabinet has finally been received. The additional shipping charges are \$850.00 which will bring the total for the purchase to \$23,573.00.

The new cabinet is a replacement cabinet for the intersection of E 8<sup>th</sup> avenue and Park Street which was destroyed in a vehicle accident. This expense will be reimbursed by FDOT once the new cabinet is installed. Public Works anticipates using Carr Construction, a local traffic signal contractor to assist with the final installation.



**Transportation Solutions & Lighting, Inc / NSS**  
980 N Federal Hwy  
Suite 110  
Boca Raton, Florida 33432

# Invoice

# INV-6719

**Balance Due**  
**\$23,573.00**

**Bill To**  
**City of Okeechobee**  
David Allen  
55 SE 3rd Ave  
Okeechobee Florida 34974

Invoice Date : 29 Nov 2023

Terms : Net 30

**Ship To**  
City of Okeechobee  
David Allen  
500 NW 11th Avenue  
Okeechobee, Florida 34972

Due Date : 29 Dec 2023

P.O.# : 63 (EST-005057)

Tracking# : FedEx-75496005733

#	Item & Description	Qty	Rate	Amount
1	Oriux/PEEK TS2 Type 1 P40 Cabinet SKU : TSLOXTS21P40 Includes: o P40 Cabinet enclosure o Laptop drawer o 16 position TS2-1 backpanel o Roof panel o Power Panel o Police Panel o Tech Panel o SDLC Panel o 16 ch Detector Panel o Detector Test Switch o 4ch Camera Interface Panel o 1 PS- 100 NEMA TS2-1 Power supply o 16 load switches o 4 BIUs (1 detector + 3 T&F) o 6 Flash Transfer Relays o 1 Flasher o GFI Outlet Assembly	1.00	18,299.00	18,299.00
2	Oriux ATC1000 Traffic Controller TS2 T1 SKU : 14658 ATC1000 TS2 Type 1. No D Module. Gen 2.	1.00	3,495.00	3,495.00
3	Malfunction Monitor Unit 2 w/out ethernet SKU : 90-187-01T MMU2 w/out ethernet port	1.00	929.00	929.00

**RECEIVED**

DEC - 7 2023

City of Okeechobee  
Public Works

P.O. # 63  
pay \$23,573.00  
12/7/23  
memo  
attached

Sub Total	22,723.00
Shipping charge	850.00
<b>Total</b>	<b>\$23,573.00</b>
<b>Balance Due</b>	<b>\$23,573.00</b>

## Notes

Shipping will be additional and added at cost.



To: India Riedel, Finance Director  
From: David Allen, Director  
Date: Dec. 7, 2023  
Re: PO #63 Transportation Solutions & Lighting 11/29/2022

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Public Works is requesting an increase on PO #63, from \$22,723.00 to \$23,573.00, an increase of \$850.00 for shipping charges which was not included in the quote when the order was placed.

A handwritten signature in black ink, appearing to be "DA", written over a horizontal line.

**David Allen**  
**Public Works Director**

**CITY OF OKEECHOBEE**55 SE 3rd Avenue  
Okeechobee, FL 34974**PURCHASE ORDER****PO Number:** 63**Date:** 11/29/2022**Requisition #:** 63**Vendor #:** ortationsoluti**ISSUED TO:** Transportation Solutions & Lighting  
980 North Federal Hwy  
Suite 110  
Boca Raton, FL 33432-**SHIP TO:** City of Okeechobee, FL - Public Works De  
Attn:David Allen  
500 NW 11th Avenue  
Okeechobee, FL 34972

ITEM	UNITS DESCRIPTION	GL ACCT #	PROJ ACCT #	PRICE	AMOUNT
1	0 PO 63: Traffic Signal Cabnet, Traffic Controller	301-0549.5300.000		0.00	22,723.00

Authorized by: \_\_\_\_\_

<b>SUBTOTAL:</b>	22,723.00
<b>TOTAL TAX:</b>	0.00
<b>SHIPPING:</b>	0.00
<b>TOTAL</b>	22,723.00

1. Original invoice with remittance slip must be sent to: City of Okeechobee, 55 SE 3rd Avenue, Okeechobee, FL 34974.
2. Payment may be expected within 30 days of receipt of goods and invoice.
3. C.O.D. shipment will not be accepted.
4. Purchase Order numbers must appear on all shipping containers, packing slips and invoices. Failure to comply with the above request may delay payment.
5. All goods are to be shipped F.O.B. Destination unless otherwise stated.
6. All materials and services are subject to approval based on the description on the face of the purchase order or appendages thereof. Substitutions are not permitted without approval of the Requesting Department. Material not approved will be returned at no cost to the City.
7. Vendor or manufacturer bears risk of loss or damage until property received and/or installed.
8. The City is exempt from all federal excise tax - ID# 59-6000393 and state tax - ID# 85-8012621656C-6

## ***Lake Okeechobee Projects***

***October to December 2023***

### **Lake Okeechobee Operations – A wet start to the dry season**

The lake stage peaked at the end of the wet season at 16.34 feet. The dry season recession has been interrupted twice by El Nino rainfall events and is still close to 16 feet. The Corps has maintained a release target of 2,000 cfs to the Caloosahatchee while LORS release guidance has consistently been 3,000 cfs at S-79 and 1,170 cfs to the St Lucie at S-80. They have come up with a “banking” scheme in which they keep track of the water they did not release compared to the schedule.

The Corps will continue with the release target of 2,000 cfs to the Caloosahatchee using this previously “banked” water when LORS08 guidance falls to the 650 cfs category. The last time this strategy was employed, over a foot of “banked” water remained in the lake when the next wet season arrived. The Bottom line is that both estuaries get what they want and Lake Okeechobee pays the price with higher water levels.

Lake Stage for the last several months with the current LORS08 schedule and future LOSOM schedule are shown on the next page.

### **LOSOM – Lake Okeechobee System Operating Manual**

The LOSOM plan was final over a year ago, but at the last minute the National Marine Fisheries Service filed a formal objection with the Corps alleging that the combination of Lake releases and red tide was a threat to sea turtles along the coast. After months of unsuccessful negotiations with the Jacksonville District, the issue was elevated to the agency heads in Washington.

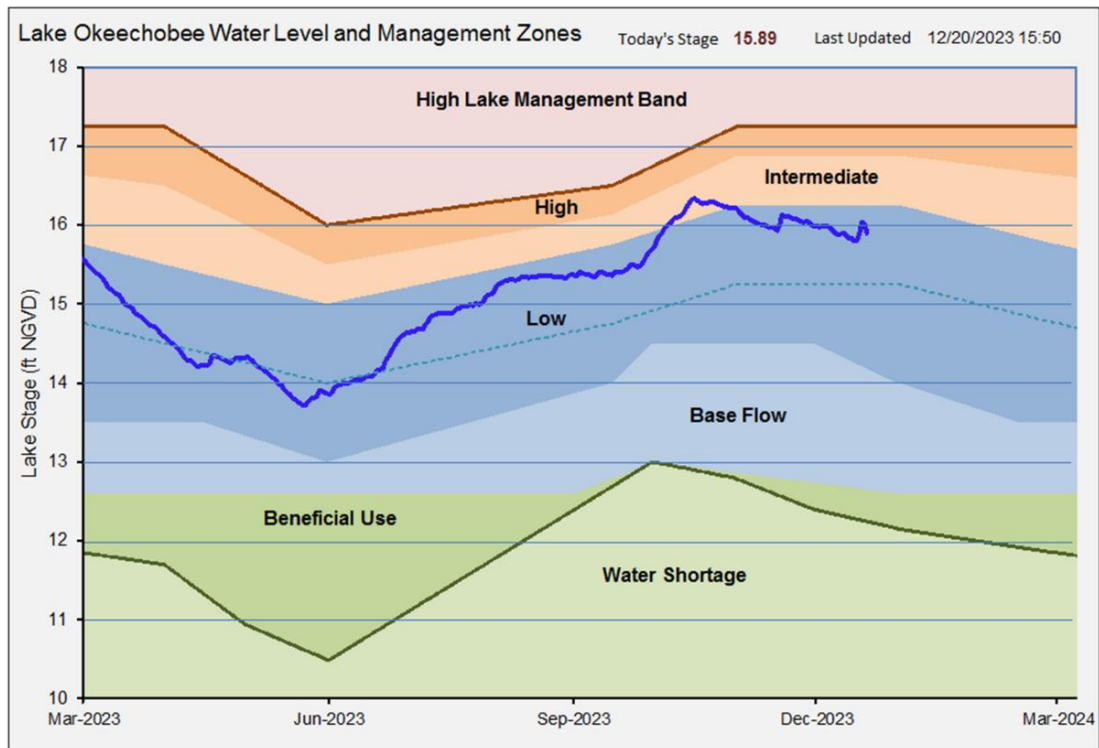
The NMFS wants the Corps to accept responsibility for water quality in the lake and along the coast. The Corps has adamantly refused, including in public testimony before the Water Resources subcommittee in Congress last month. Do to scheduling difficulty the agency heads have not yet met but have scheduled something for mid-January. The Corps has assured us that nothing in the proposed Water Control Plan for LOSOM will change from the final draft released last summer.

The Water Control Plan presents a schedule that is markedly different from the one recommended by the three-year public process. Rather than endorse the schedule selected through a process that looked at several hundred thousand different plans, the Corps has picked a schedule, one that cannot be modeled, that gives them the flexibility to select a release volume every week based on conditions at the time when the lake is in Zone D. Water supply interests strongly oppose this plan. The public will get a chance to comment on the final EIS once it is released and there will be significant push-back on this flexibility concept. The final approval for LOSOM is now expected in the spring, but may be delayed into the summer.

### **CERP**

The District has completed a Section 203 study for above ground storage north of the lake. The recommended plan is for 200,000 acre-feet of storage in a single reservoir located southeast of Lake Istokpoga on the C-41A canal. The Corps also completed and received comments on a draft EIS for northern storage based on the District’s 203 study.

### Lake Okeechobee Stage and the Current Schedule (LORS08)



**Lake Okeechobee Stage and the preferred alternative in LOSOM.** The Water Control Plan removes all the subzones in Zone D and converts it to one large Zone with flexibility for the Corps to choose releases from 0 to 2,000 cfs to the Caloosahatchee and no flow to the St Lucie.

