



# CITY OF OKEECHOBEE

55 SE THIRD AVENUE  
OKEECHOBEE, FL 34974

**FEBRUARY 6, 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	January 16, 2024 Minutes
Exhibit 2	Okeechobee Christian Academy Temporary Street Closing Permit Application
Exhibit 3	Okeechobee Main Street Temporary Street Closing Permit Application
Exhibit 4	List of Police Vehicles to be sold at auction
Exhibit 5	Ordinance No. 1284
Exhibit 6	Ordinance No. 1285
Exhibit 7	Personnel Policies and Procedures amendments
Exhibit 8	Resolution No. 2024-01
Exhibit 9	Grant Agreement with the State of Florida Department of Commerce
Exhibit 10	Longevity Service Awards



**CITY OF OKEECHOBEE, FLORIDA**  
**JANUARY 16, 2024, 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 January 16, 2024, at 6:00 P.M. in the City Council Chambers, located at 55 Southeast (SE) 3<sup>rd</sup> Avenue (AVE), Room 200, Okeechobee, Florida. The invocation was offered by Pastor Don Hanna, First United Methodist Church; followed by the Pledge of Allegiance led by Mayor Watford.

**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, and David R. McAuley. Council Member Robert "Bob" Jarriel was absent with consent.

**III. AGENDA AND PUBLIC COMMENTS**

A. There were no requests for items to be added, deferred, or withdrawn from the agenda. However, the motion provided for New Business Item "C." was modified due to not receiving a written response from the bidder.

B. Motion and second by Council Members Chandler and McAuley to approve the agenda as published.  
**Motion Carried.**

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

**IV. CONSENT AGENDA**

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

A. Dispense with the reading and approve the Minutes for January 2, 2024, [as presented in **Exhibit 1**]; and

B. Approve the December 2023 Warrant Register [in the amounts: General Fund, \$477,220.53; Public Facilities Improvement Fund, \$43,555.33; Community Development Block Grant Fund, \$10,324.97; Industrial Development Grant Fund, \$7,725.00; Capital Improvement Projects Fund, \$3,757.49; and Appropriations Grant Fund, \$675.00; as presented in **Exhibit 2**].

**Motion Carried.**

**V. NEW BUSINESS**

A. Motion by Vice Mayor Clark, second by Council Member McAuley to read by title only, proposed Ordinance No. 1283, regarding Rezoning Petition No. 23-002-R submitted by Jay Patel on behalf of the property owner, Jitendra Living Trust, to rezone 0.65+/- acres located at 201 South (S) Parrott AVE, from Central Business District (CBD) to Heavy Commercial (CHV) for the purpose of expanding the existing Budget Inn Motel [as presented in **Exhibit 3**].

**Motion Carried.**

City Attorney John Fumero read into the record the title of proposed Ordinance No. 1283 as follows: **"AN ORDINANCE OF THE CITY OF OKEECHOBEE, FLORIDA; AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF OKEECHOBEE BY REZONING A CERTAIN TRACT OF LAND MORE PARTICULARLY DESCRIBED HEREIN, FROM CBD TO CHV PETITION NO. 23-002-R; AMENDING THE ZONING MAP ACCORDINGLY; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE."**

Motion by Vice Mayor Clark, second by Council Member McAuley to approve the first reading and set February 20, 2024, as the final Public Hearing date for proposed Ordinance No. 1283. Planner Ben Smith, of Morris-Depew Associates, Inc., 2914 Cleveland AVE, Fort Myers, FL 33901, attending electronically via Zoom, presented the Planning Staff Report which finds the request is reasonably compatible with adjacent uses, even with the non-conforming use and structure; and is consistent with the Comprehensive Plan. Planning Staff and Planning Board recommend approval. Mayor Watford advised the applicant's representative to convey the complexity of correcting the non-conforming issues, especially the existing structures and parking, before the Technical Review Committee could approve any expansion of the motel. **Roll Call Vote: Chandler-Yea, Clark-Yea, Jarriel-Absent, McAuley-Yea, Watford-Yea.**

**Motion Carried.**

**V. NEW BUSINESS CONTINUED**

**B.** Motion and second by Council Members Chandler and McAuley to approve a [second] extension of a Lease Agreement with the Chamber of Commerce [for the premises and structures located at 55 S Parrott AVE, the West half of Block R of FLAGLER PARK, OKEECHOBEE, Plat Book 5, Page 5, Okeechobee County public record] until September 30, 2028 [as presented in **Exhibit 4**].  
**Motion Carried.**

**C.** Motion and second by Council Members Chandler and McAuley to award a contract [in the amount of \$880,825.96, and not to exceed \$905,825.96 to include potential material overages] contingent upon the bidder responding within 45-days of January 3, 2024, to extend the bid offer beyond the original 90-days for Bid No. PW 06-10-08-23 Southwest 5<sup>th</sup> AVE Improvements to Ranger Construction Industries [as presented in **Exhibit 5**] the City was awarded \$334,951.00 from a Florida Department of Transportation (FDOT) Small County Outreach Program Grant No. G1A84 for this project.  
**Motion Carried.**

**VI. CITY ATTORNEY UPDATE**

- Continuing to work with City Administrator on the hardening grant for City Hall.
- Responding to issues regarding the Commerce Center.
- Finalized the lease extension for the Chamber of Commerce.
- Research for the Firefighters' Pension Fund and Police Officers' Pension Trust Fund merger.
- The Memorandum of Understanding with Freedom Baptist Church to address maintenance and insurance issues related to their use of City property for overflow parking is progressing.

**VII. CITY ADMINISTRATOR UPDATE**

- FDOT road resurfacing and curb work will begin this month along North Park Street from Parrott AVE past the City Limits (East 13<sup>th</sup> AVE), to SE 17<sup>th</sup> AVE.
- Working with the Economic Development Corporation to publish a six to eight-page article featuring the City in Business View Magazine, and an interview with the Mayor.

**VIII. COUNCIL COMMENTS**

Council Members Chandler and McAuley advised they will be absent from the next meeting, February 6, 2024.

Mayor Watford noted the reason for Council Member Jarriel's absence tonight may be because he was performing his South Florida Fair Board Member duties by attending the Fair in Palm Beach County.

**IX. ADJOURNMENT**

There being no further items of discussion, Mayor Watford adjourned the meeting at 6:41 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.



**CITY OF OKEECHOBEE**  
**55 SE THIRD AVENUE**  
**OKEECHOBEE, FL 34974**  
Tele: 863-763-9821 Fax: 863-763-1686  
**PARK USE AND/OR TEMPORARY STREET/  
SIDEWALK CLOSING  
PERMIT APPLICATION**

Date Received:	1-10-2024	Date Issued:	
Application No:	24-005	Date(s) & Times of Event:	Friday, March 8, 2024 8am-2:30pm

Information:

Organization:	Okeechobee Christian Academy
Mailing Address:	701 S. Parrott Ave, Okeechobee, FL 34974
Contact Name:	Melissa King
E-Mail Address:	Melissa.King@OkeechobeeChristianAcademy.org

Telephone:

Work:	863-763-3072	Home:		Cell:	
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Summary of activities:

Students will participate in Field Day and will need to cross back and forth all day.

Proceeds usage:


Please check requested Parks:

Flagler Parks:   ☐ City Hall Park   ☐ #1 Memorial Park   ☐ #2   ☐ #3   ☐ #4   ☐ #5   ☐ #6  
                                    [Park 3 is location of Gazebo. Park 4 is location of Bandstand]

**(If other private property used in conjunction with this Park Use Permit please provide the address and parcel number below along with notarized letter of authorization from property owner)**

Additional Addresses, if applicable \_\_\_\_\_

Parcel ID: \_\_\_\_\_

**TEMPORARY STREET AND SIDEWALK CLOSING INFORMATION**  
(Street Closings require City Council approval. Meetings 1<sup>st</sup> & 3<sup>rd</sup> Tuesdays but subject to change)

Address of Event: **701 S Parrott Ave**

Street(s) to be closed: SE 2nd Ave from SE 6th Street to SE 7th Street

Date(s) to be closed: Friday, March 8, 2024

Time(s) to be closed: 8:00am-2:30pm

Purpose of Closing: Safety of children crossing the street

**Attachments Required for Use of Parks**

- ▶ Site Plan
- ▶ Copy of liability insurance in the amount of \$1,000,000.00 with the City of Okeechobee as additional insured.
- ▶ Proof of non-profit status
- ▶ State Food Service License if > 3 days.
- ▶ Notarized letter of authorization from property owner, if applicable.\*

**Attachments Required for Street/Sidewalk Closings**

- ▶ Site Plan
- ▶ Copy of liability insurance in the amount of \$1,000,000.00 with the City of Okeechobee and R.E. Hamrick Testamentary Trust as **Additional Insured**.
- ▶ Original signatures of all residents, property owners and business owners affected by the closing.
- ▶ State Food Service License if > 3 days.
- ▶ State Alcoholic Beverage License, if applicable.\*\*

\* Required if private property used in conjunction with a Park Use application.

\*\* Alcoholic beverages can be served **only** on private property. Alcoholic beverages **NOT ALLOWED** in City Parks, City streets or City sidewalks. See additional note below.

☐ Please check if items will be sold on City streets/sidewalks. Each business will need to apply for a Temporary Use Permit 667 along with the Street Closing application.

**Note:**

- ▶ Clean-up is required within 24 hours.
- ▶ No alcoholic beverages permitted on City property, streets or sidewalks.
- ▶ No donations can be requested if any type of alcoholic beverages are served on private property/business unless you possess a State Alcoholic Beverage License. Please note there are inside consumption and outside consumption licenses. You must have the appropriate license(s).
- ▶ The Department of Public Works will be responsible for delivering the appropriate barricades.
- ▶ Dumpsters and port-o-lets are required when closing a street for more than three (3) hours.

Applicant must meet any insurance coverage and code compliance requirements of the City and other regulations of other governmental regulatory agencies. The applicant will be responsible for costs associated with the event, including damage of property. By receipt of this permit, the applicant agrees and shall hold the City harmless for any accident, injury, claim or demand whatever arises out of applicant's use of location for such event, and shall indemnify and defend the City for such incident, including attorney fees. The applicant shall be subject to demand for, and payment of, all of the actual costs incurred by the City pertaining to the event including, but not limited to, Police, Fire, Public Works or other departmental expenses. The City reserves the right to require from an applicant a cashier's check or advance deposit in the sum approximated by the City to be incurred in providing City services. Any such sum not incurred shall be refunded to the applicant of this Park Use/Street Closing Permit.





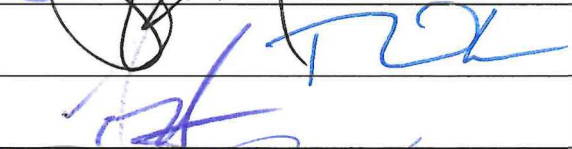
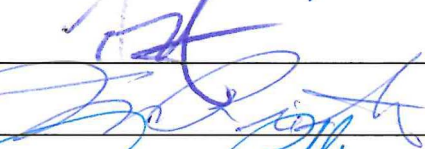
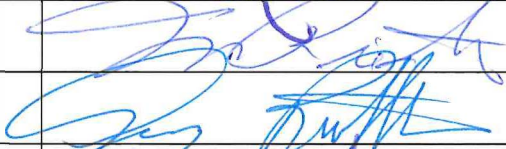
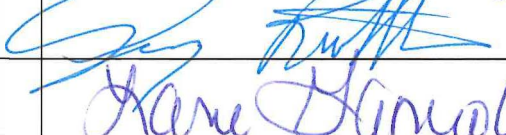

I hereby acknowledge that I have read and completed this application, the attached Resolutions No.(s) 03-8 and 04-03, concerning the use and the rules of using City property, that the information is correct, and that I am the duly authorized agent of the organization. I agree to conform with, abide by and obey all the rules and regulations, which may be lawfully prescribed by the City Council of the City of Okeechobee, or its officers, for the issuance

Certificate of Insurance must name City of Okeechobee as Additional Insured **as well as R.E. Hamrick Testamentary Trust** if closing streets or sidewalks.

Melissa King 1/10/2024  
Applicant Signature Date

••••OFFICE USE ONLY••••

Staff Review

Fire Department:		Date:	1/17/24
Building Official:		Date:	1-10-24
Public Works:		Date:	1-16-24
Police Department:		Date:	1-12-24
BTR Department:		Date:	1-10-24
City Administrator:		Date:	1/11/24
City Clerk:		Date:	1/16/2024

**NOTE: APPLICATION AND INSURANCE CERTIFICATE MUST BE COMPLETED AND RETURNED TO THE GENERAL SERVICES DEPARTMENT THIRTY (30) DAYS PRIOR TO EVENT FOR PERMITTING.**

Temporary Street and Sidewalk Closing submitted for review by City Council on 2-6-24  
Date

Temporary Street and Sidewalk Closing reviewed by City Council and approved \_\_\_\_\_  
Date

**CITY OF OKEECHOBEE FIRE DEPARTMENT**

**APPLICATION FOR SPECIAL EVENT**

**Application Number:** \_\_\_\_\_

**Date Received:** \_\_\_\_\_

**NAME OF EVENT:** Okeechobee Christian Academy Field Day

**ADDRESS OF EVENT:** 701 S Parrott Avenue Okeechobee, FL

**DESCRIPTION OF EVENT:** Annual Field Day event where students will participate in sports and games on both side of the road.

**NAME OF SPONSOR ORGANIZATION:** Okeechobee Christian Academy

**Contact Number before and during event** OF RESPONSIBLE PERSON: (863) 610-1268 -

**RESPONSIBLE PERSON'S NAME:**

Melissa King

**DATE(S) AND TIME(S) OF EVENT:**

Date: 3/8/2024 Starting Time: 8:00am Closing Time: 2:00pm

Date: \_\_\_\_\_ Starting Time: \_\_\_\_\_ Closing Time: \_\_\_\_\_

**ARE ANY ROADWAYS TO BE BLOCKED/CLOSED?** yes **LOCATION** SE 2nd Ave from SE 6th Str to SE 7th Str

**Will Emergency Apparatus (Fire and Ambulance) have access to area?** yes

**IF NO, THEN (provide alternatives):** \_\_\_\_\_

**WILL ELECTRICITY BE USED?** YES ☐ NO ☒ (circle)

**Locations:** \_\_\_\_\_

**Provided By:** \_\_\_\_\_

**WILL HEATING/OPEN FLAMES FOR FOOD BE PROVIDED? (circle)** YES ☐ NO ☒

**Type of Heating Equipment Used:** \_\_\_\_\_

**WILL A TENT BE ERECTED? (circle)** YES ☐ NO ☒

**Tent Manufacturer:** \_\_\_\_\_ **Size** \_\_\_\_\_ **fire rating posted:** \_\_\_\_\_

**Tent have sides and how many?** \_\_\_\_\_

**Are there Fire Extinguishers accessible and ready for use? (circle)** Yes ☐ No ☐

**\*\*\*ATTACH SITE MAP OF EVENT LAYOUT\*\*\***

**FIRE SERVICES SHALL COMPLETE ITEMS BELOW:**

**FIRE DEPARTMENT LIFE SAFETY & FIRE SERVICES REQUIREMENTS:** (See above)

☒ Tents/canopy fire rating certificate required.

☒ **Tent Size require life safety inspection (900 square feet or less then no permit is required)**

☒ Floor plan / seating / setup drawing required showing exits, etc.

☒ Emergency access must be maintained. (REFERS TO VEHICLES AND EQUIPMENT)

☒ Fire extinguishers must have current tag, and be operational and readily accessible.

☒ Cooking requires LPG outside of tent pointing away from exposures.

☒ Electrical wiring exterior rated, not overloaded.

☒ Fire Services inspection required.

☒ Fire watch or inspector(s) REQUIRED? **FIRE WATCH Amount:** \_\_\_\_\_

☒ Firefighter/Inspector Amount: \_\_\_\_\_ ☐ Other: \_\_\_\_\_

**FIRE DEPARTMENT OFFICIAL (PRINT):** Jessica Satter

**SIGNATURE:** [Signature]

**Please call the FD at 863-467-1586 for any questions.**

SW 6th St

S Parrott Ave

(15)

SE 6th St

SE 6th St

SE 6th St


SE 6th St

Okeechobee  
Christian  
Academy

SE 2nd Ave

Closing here

SE 2nd Ave

 Christ Fellowship  
Okeechobee

Field

SE 2nd Ave

Closing here

SE

SE 7th St

 Good Care  
Boarding Home





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

01/11/2024

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

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

<b>PRODUCER</b> JDA Insurance Group 120 N. Federal Hwy., #301  Lake Worth FL 33460		<b>CONTACT NAME:</b> Marc Crispino <b>PHONE (A/C, No, Ext):</b> (561) 296-0373 <b>FAX (A/C, No):</b> (561) 828-0997 <b>E-MAIL ADDRESS:</b> marc@thejdagroup.com	
<b>INSURED</b> Okeechobee Christian Academy, Inc. 701 South Parrott Ave Okeechobee FL 34974		<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Philadelphia Indemnity Insurance Company <b>INSURER B:</b> Insurance Co of the West <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>	
		<b>NAIC #</b> 18058 27847	

**COVERAGES****CERTIFICATE NUMBER:** CL2381704086**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR VWD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: Abuse & Molestation		Y	PHPK2572515	07/01/2023	07/01/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COM/OP AGG \$ 3,000,000
A	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			PHPK2572515	07/01/2023	07/01/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<b>UMBRELLA LIAB</b> <b>EXCESS LIAB</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			PHUB870809	07/01/2023	07/01/2024	EACH OCCURRENCE \$ AGGREGATE \$
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	WFL 5042021 05	07/02/2023	07/02/2024	<input checked="" type="checkbox"/> PER STATUTE <input checked="" type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Professional Liability			PHPK2572517	07/01/2023	07/01/2024	Each Claim \$1,000,000 Aggregate \$1,000,000 Retention \$1,000

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

When required by contract or agreement, the certificate holder(s) shall be included as additional insured(s) as respects the General Liability.

Re: With respect to a field day event for the school.

**CERTIFICATE HOLDER****CANCELLATION**

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

AUTHORIZED REPRESENTATIVE

The City of Okeechobee

R.E. Hamrick Testamentary Trust

55 SE 3rd Ave

Okeechobee

FL 34974-2903

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**CITY OF OKEECHOBEE**  
**55 SE THIRD AVENUE**  
**OKEECHOBEE, FL 34974**  
Tele: 863-763-9821 Fax: 863-763-1686  
**PARK USE AND/OR TEMPORARY STREET/  
SIDEWALK CLOSING  
PERMIT APPLICATION**

Date Received:	1-22-2024	Date Issued:	
Application No:	24-007	Date(s) & Times of Event:	March 9&10 9am-3pm

Information:

Organization:	Okeechobee Main Street Inc.
Mailing Address:	111 NE 2nd St. Okeechobee FL 34972
Contact Name:	Jenna Stephens
E-Mail Address:	info@okeechobeemainstreet.org

Telephone:

Work:	863-357-6246	Home:		Cell:	
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Summary of activities:

A two day festival with Arts & Crafts vendors, food vendors, kids activities. Starting with a parade on Saturday
Speckled Perch Festival

Proceeds usage:

Proceeds for this event go to the operations and continuing efforts of Okeechobee Main Street to enhance the downtown area as the heartbeat of the community.

Please check requested Parks:

Flagler Parks: ☐ City Hall Park ☐ #1 Memorial Park ☒ #2 ☒ #3 ☒ #4 ☐ #5 ☐ #6  
[Park 3 is location of Gazebo. Park 4 is location of Bandstand]

**(If other private property used in conjunction with this Park Use Permit please provide the address and parcel number below along with notarized letter of authorization from property owner)**

Additional Addresses, if applicable \_\_\_\_\_  
Parcel ID: \_\_\_\_\_

**TEMPORARY STREET AND SIDEWALK CLOSING INFORMATION**  
(Street Closings require City Council approval. Meetings 1<sup>st</sup> & 3<sup>rd</sup> Tuesdays but subject to change)

Address of Event: Parks 2,3,4 of Flager Park in Okeechobee

Street(s) to be closed: <u>SW 2nd, SW 3rd Ave &amp; SW 4th Ave</u>	<u>between North &amp; South Park Streets</u>
Date(s) to be closed: <u>March 8, 9, &amp; 10</u>	
Time(s) to be closed: <u>5pm on March 8 until 6pm on March 10</u>	
Purpose of Closing: <u>Speckled Perch Festival &amp; to allow vendors to se-up</u>	

Attachments Required for Use of Parks	Attachments Required for Street/Sidewalk Closings
▶ Site Plan	▶ Site Plan
▶ Copy of liability insurance in the amount of \$1,000,000.00 with the City of Okeechobee as additional insured.	▶ Copy of liability insurance in the amount of \$1,000,000.00 with the City of Okeechobee and R.E. Hamrick Testamentary Trust as Additional Insured.
▶ Proof of non-profit status	▶ Original signatures of all residents, property owners and business owners affected by the closing.
▶ State Food Service License if > 3 days.	▶ State Food Service License if > 3 days.
▶ Notarized letter of authorization from property owner, if applicable.*	▶ State Alcoholic Beverage License, if applicable.**

\* Required if private property used in conjunction with a Park Use application.

\*\* Alcoholic beverages can be served **only** on private property. Alcoholic beverages **NOT ALLOWED** in City Parks, City streets or City sidewalks. See additional note below.

☐ Please check if items will be sold on City streets/sidewalks. Each business will need to apply for a Temporary Use Permit 667 along with the Street Closing application.

**Note:**

- ▶ Clean-up is required within 24 hours.
- ▶ No alcoholic beverages permitted on City property, streets or sidewalks.
- ▶ No donations can be requested if any type of alcoholic beverages are served on private property/business unless you possess a State Alcoholic Beverage License. Please note there are inside consumption and outside consumption licenses. You must have the appropriate license(s).
- ▶ The Department of Public Works will be responsible for delivering the appropriate barricades.
- ▶ Dumpsters and port-o-lets are required when closing a street for more than three (3) hours.

Applicant must meet any insurance coverage and code compliance requirements of the City and other regulations of other governmental regulatory agencies. The applicant will be responsible for costs associated with the event, including damage of property. By receipt of this permit, the applicant agrees and shall hold the City harmless for any accident, injury, claim or demand whatever arises out of applicant's use of location for such event, and shall indemnify and defend the City for such incident, including attorney fees. The applicant shall be subject to demand for, and payment of, all of the actual costs incurred by the City pertaining to the event including, but not limited to, Police, Fire, Public Works or other departmental expenses. The City reserves the right to require from an applicant a cashier's check or advance deposit in the sum approximated by the City to be incurred in providing City services. Any such sum not incurred shall be refunded to the applicant of this Park Use/Street Closing Permit.



I hereby acknowledge that I have read and completed this application, the attached Resolutions No.(s) 03-8 and 04-03, concerning the use and the rules of using City property, that the information is correct, and that I am the duly authorized agent of the organization. I agree to conform with, abide by and obey all the rules and regulations, which may be lawfully prescribed by the City Council of the City of Okeechobee, or its officers, for the issuance






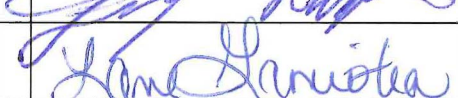

Certificate of Insurance must name City of Okeechobee as Additional Insured **as well as R.E. Hamrick Testamentary Trust** if closing streets or sidewalks.

Jenna Stephens  
Applicant Signature

01/22/2024  
Date

••••OFFICE USE ONLY••••

Staff Review

Fire Department:		Date:	<u>1/26/24</u>
Building Official:		Date:	<u>1-29-24</u>
Public Works:		Date:	<u>1-25-24</u>
Police Department:		Date:	<u>1/29/24</u>
BTR Department:		Date:	<u>1/29/2024</u>
City Administrator:		Date:	<u>1/25/24</u>
City Clerk:		Date:	<u>1/26/2024</u>

**NOTE: APPLICATION AND INSURANCE CERTIFICATE MUST BE COMPLETED AND RETURNED TO THE GENERAL SERVICES DEPARTMENT THIRTY (30) DAYS PRIOR TO EVENT FOR PERMITTING.**

Temporary Street and Sidewalk Closing submitted for review by City Council on 2-6-24  
Date

Temporary Street and Sidewalk Closing reviewed by City Council and approved \_\_\_\_\_  
Date

CITY OF OKEECHOBEE FIRE DEPARTMENT

APPLICATION FOR SPECIAL EVENT

Application Number: \_\_\_\_\_

Date Received: \_\_\_\_\_

NAME OF EVENT: Speckled Perch Festival & Parade

ADDRESS OF EVENT: Flagler Parks 2,3,&4

DESCRIPTION OF EVENT:

Speckled Perch Festival & Parade with food, arts & crafts and kids activities

NAME OF SPONSOR ORGANIZATION: Okeechobee Main Street

Contact Number before and during event OF RESPONSIBLE PERSON: (209) 577 - 6528

RESPONSIBLE PERSON'S NAME:

Jenna Stephens

DATE(S) AND TIME(S) OF EVENT:

Date: March 8 Starting Time: 5:00pm Closing Time: 7:00pm

Date: March 9&10 Starting Time: 9:00am Closing Time: 6:00 pm

ARE ANY ROADWAYS TO BE BLOCKED/CLOSED? yes LOCATION \_\_\_\_\_

Will Emergency Apparatus (Fire and Ambulance) have access to area? yes

IF NO, THEN (provide alternatives): \_\_\_\_\_

WILL ELECTRICITY BE USED? YES ☐ NO ☒ (circle)

Locations: \_\_\_\_\_

Provided By: \_\_\_\_\_

WILL HEATING/OPEN FLAMES FOR FOOD BE PROVIDED? (circle) YES ☐ NO ☒

Type of Heating Equipment Used: \_\_\_\_\_

WILL A TENT BE ERECTED? (circle) YES ☐ NO ☒

Tent Manufacturer: \_\_\_\_\_ Size \_\_\_\_\_ fire rating posted: \_\_\_\_\_

Tent have sides and how many? \_\_\_\_\_

Are there Fire Extinguishers accessible and ready for use? (circle) Yes No

\*\*\*ATTACH SITE MAP OF EVENT LAYOUT\*\*\*

FIRE SERVICES SHALL COMPLETE ITEMS BELOW:

FIRE DEPARTMENT LIFE SAFETY & FIRE SERVICES REQUIREMENTS: (See above)

☒ Tents/canopy fire rating certificate required.

☒ Tent Size require life safety inspection (900 square feet or less then no permit is required)

☒ Floor plan / seating / setup drawing required showing exits, etc.

☒ Emergency access must be maintained. (REFERS TO VEHICLES AND EQUIPMENT)

☒ Fire extinguishers must have current tag, and be operational and readily accessible.

☒ Cooking requires LPG outside of tent pointing away from exposures.

☒ Electrical wiring exterior rated, not overloaded.

☒ Fire Services inspection required.

☒ Fire watch or inspector(s) REQUIRED? FIRE WATCH Amount: \_\_\_\_\_

☒ Firefighter/Inspector Amount: \_\_\_\_\_ ☐ Other: \_\_\_\_\_

FIRE DEPARTMENT OFFICIAL (PRINT):

SIGNATURE: \_\_\_\_\_

Jessica Sasser

Please call the FD at 863-467-1586 for any questions.





OKEEMAI-01

MBUCHANAN

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/1/2023

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

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

<b>PRODUCER</b> Lawrence Insurance Agency, Inc. P.O BOX 549 Okeechobee, FL 34973	<b>CONTACT NAME:</b> <b>PHONE</b> (A/C, No, Ext): (863) 467-0600	<b>FAX</b> (A/C, No): (863) 467-5142	
	<b>E-MAIL ADDRESS:</b> marlene@lawrenceins.com		
<b>INSURED</b>  Okeechobee Main Street 111 NE 2nd Street Okeechobee, FL 34972	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
	<b>INSURER A : Mt. Vernon Fire Insurance Co</b>		
	<b>INSURER B :</b>		
	<b>INSURER C :</b>		
	<b>INSURER D :</b>		
	<b>INSURER E :</b>		
<b>INSURER F :</b>			

## COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	X		NBP2552460F	10/25/2023	10/25/2024	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	<input checked="" type="checkbox"/> Directors & Officers						MED EXP (Any one person) \$ 5,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 1,000,000
							PRODUCTS - COMP/OP AGG \$
	<b>AUTOMOBILE LIABILITY</b>						COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (Per person) \$
	<input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							\$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR						EACH OCCURRENCE \$
	<b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE						AGGREGATE \$
	<input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						\$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>						<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y <input checked="" type="checkbox"/> N						E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
City of Okeechobee and RE Hamrick is included as additional insureds with request to General Liability Coverage

## CERTIFICATE HOLDER

## CANCELLATION

City of Okeechobee  
55 S.E. 3rd Avenue  
Okeechobee, FL 34974

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

AUTHORIZED REPRESENTATIVE

INTERNAL REVENUE SERVICE  
P. O. BOX 2508  
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date: **APR 29 2005**

**OKEECHOBEE MAIN STREET INC**  
111 NE 2ND ST  
OKEECHOBEE, FL 34974

Employer Identification Number:  
65-0887929  
DLN:  
17053329002014  
Contact Person:  
DEBRA JOHNSON ID# 75126  
Contact Telephone Number:  
(877) 829-5500  
Accounting Period Ending:  
September 30  
Public Charity Status:  
509(a)(1)  
Form 990 Required:  
Yes  
Effective Date of Exemption:  
November 22, 2004  
Contribution Deductibility:  
Yes  
Advance Ruling Ending Date:  
September 30, 2009

Dear Applicant:

We are pleased to inform you that upon review of your application for tax exempt status we have determined that you are exempt from Federal income tax under section 501(c)(3) of the Internal Revenue Code. Contributions to you are deductible under section 170 of the Code. You are also qualified to receive tax deductible bequests, devises, transfers or gifts under section 2055, 2106 or 2522 of the Code. Because this letter could help resolve any questions regarding your exempt status, you should keep it in your permanent records.

Organizations exempt under section 501(c)(3) of the Code are further classified as either public charities or private foundations. During your advance ruling period, you will be treated as a public charity. Your advance ruling period begins with the effective date of your exemption and ends with advance ruling ending date shown in the heading of the letter.

Shortly before the end of your advance ruling period, we will send you Form 8734, Support Schedule for Advance Ruling Period. You will have 90 days after the end of your advance ruling period to return the completed form. We will then notify you, in writing, about your public charity status.

Please see enclosed Information for Exempt Organizations Under Section 501(c)(3) for some helpful information about your responsibilities as an exempt organization.

Letter 1045 (DO/CG)



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by Entity Name](#) /

## Detail by Entity Name

Florida Not For Profit Corporation

OKEECHOBEE MAIN STREET, INC.

### Filing Information

**Document Number** N99000000045

**FEI/EIN Number** 65-0887929

**Date Filed** 01/05/1999

**State** FL

**Status** ACTIVE

**Last Event** REINSTATEMENT

**Event Date Filed** 10/18/2000

### Principal Address

111 NE 2nd Street  
OKEECHOBEE, FL 34972

Changed: 10/30/2020

### Mailing Address

111 NE 2nd Street  
OKEECHOBEE, FL 34972

Changed: 01/30/2013

### Registered Agent Name & Address

Turgeon, Sharie  
111 NE 2nd St  
Okeechobee, FL 34972

Name Changed: 02/03/2022

Address Changed: 04/13/2021

### Officer/Director Detail

#### **Name & Address**

Title President

Griffin, Angie  
313 SW Park Street  
OKEECHOBEE, FL 34974

## Title VP

Heddesheimer, Marion  
P.O. Box 2338  
OKEECHOBEE, FL 34973

## Title Director, Arts and Culture Alliance

Waldau, Bridgette  
111 NE 2nd St  
Okeechobee, FL 34972

## Title Treasurer, Interim

Waldau, Bridgette  
111 NE 2nd St  
Okeechobee, FL 34972

**Annual Reports**

Report Year	Filed Date
2021	04/13/2021
2022	02/03/2022
2023	01/11/2023

**Document Images**

<a href="#">01/11/2023 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">02/03/2022 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">04/13/2021 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">03/24/2020 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">04/22/2019 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">04/11/2018 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">03/15/2017 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">03/16/2016 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">01/12/2015 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">01/22/2014 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">01/30/2013 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">02/28/2012 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">04/29/2011 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">02/01/2010 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">03/24/2009 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">03/22/2008 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">02/10/2007 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">02/03/2006 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">04/28/2005 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">04/30/2004 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">01/27/2003 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">07/08/2002 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>



## OKEECHOBEE CITY POLICE DEPARTMENT

---

From: Lt. Belen Reyna  
To: Administrator Gary Ritter  
CC: Chief Donald Hagan and India Riedel

RE: Patrol cars to be sold

The City Police Department is requesting the following 9 patrol cars to be sold at Insight Auctioneers in Highlands County. Insight Auctioneers will pick up the cars and the City will receive the gavel price when sold. Patrol cars number 1 and 8 are in poor condition and valued around \$2000 to \$5000. Patrol cars 2 and 3 are valued at approximately \$17000.00. Patrol cars 4,5,6,7,9, are all in good condition and valued at approximately \$18,500.00. These estimates are based on internet average prices although we are not guaranteed they will sell at that price. We will discuss with the auctioneer about putting a reserve price on the newer vehicles.

Patrol cars:

1. **YR: 2011 Dodge Charger\*Engine 3.6 V6\*VIN: 2B3CL1CG6BH550581\*MILEAGE: 92685**  
(POOR CONDITION, MOTOR RUNS ROUGH, NO LIGHTBAR, NO CENTER CONSOLE, INTERIOR FAIR)
2. **YR: 2012 Dodge Charger\*Engine 3.6 V6\*VIN: 2C3CDXAG7DH594324\*MILEAGE: 66598**  
(GOOD CONDITION, RUNS GOOD, CENTER CONSOLE, WHEELS SIREN BOX, INTERIOR GOOD, INTERIOR RED AND BLUE LIGHTS)
3. **YR: 2018 Dodge Charger\*Engine 3.6 V6\*VIN: 2C3CDXAG1KH564331\*MILEAGE: 65178**  
(GOOD CONDITION, RUNS GOOD, INTERIOR GOOD, WHEELS LIGHT BAR, CENTER CONSOLE, WHEELS SIREN BOX, PARTITION CAGE, COMPUTER STAND)
4. **YR: 2018 Dodge Charger\*Engine 3.6 V6\*VIN: 2C3CDXAG4KH564324\*MILEAGE: 57082**  
(GOOD CONDITION, RUNS GOOD, INTERIOR GOOD, CENTER CONSOLE, WHEELS LIGHT BAR, WHEELS SIREN BOX, PARTITION CAGE)
5. **YR: 2018 Dodge Charger\*Engine 3.6 V6\*VIN: 2C3CDXAG6JH230469\*MILEAGE: 51760**  
(GOOD CONDITION, RUNS GOOD, INTERIOR GOOD, CENTER CONSOLE, WHEELS LIGHT BAR, WHEELS SIREN BOX, PARTITION CAGE)
6. **YR: 2018 Dodge Charger\*Engine 3.6 V6\*VIN: 2C3CDXAG5KH564333\*MILEAGE: 48937**  
(GOOD CONDITION, RUNS GOOD, INTERIOR GOOD, CENTER CONSOLE, WHEELS LIGHT BAR, WHEELS SIREN BOX, PARTITION CAGE, COMPUTER STAND)



7. **YR: 2018 Dodge Charger\*Engine 3.6 V6\*VIN: 2C3CDXAGXKH564330\*MILEAGE: 42081**  
(GOOD CONDITION, RUNS GOOD, INTERIOR GOOD, CENTER CONSOLE, WHEELN LIGHT BAR, WHEELN SIREN BOX, PARTITION CAGE, COMPUTER STAND)
8. **YR: 2016 Dodge Charger\*Engine 3.6 V6\*VIN: 2C3CDXAG4HH536922\*MILEAGE: 92918**  
(POOR CONDITION, RUNS GOOD, INTERIOR POOR, K9 KENNEL, CENTER CONSOLE, WHEELN LIGHT BAR, WHEELN SIREN BOX, COMPUTER STAND)
9. **YR: 2018 Dodge Charger\*Engine 3.6 V6\*VIN: 2C3CDXAG1KH564328\*MILEAGE: 47829**  
(GOOD CONDITION, RUNS GOOD, INTERIOR GOOD, CENTER CONSOLE, WHEELN LIGHT BAR, WHEELN SIREN BOX, PARTITION CAGE, COMPUTER STAND)



# City of Okeechobee

## PROPERTY DISPOSAL REQUEST FORM

Date: 1/24/2024

**Department requesting item to be sold:**

☒ Police ☐ Fire ☐ Public Works ☐ General Services ☐ Admin ☐ Clerk ☐ Finance

Property ID: \_\_\_\_\_ Asset ID: 1129

**Reason for Disposal:**

☒ Surplus ☐ Damaged ☐ Other: \_\_\_\_\_

**Brief description of item:** *(Please be sure to fill out the corresponding form)*

☐ Building / Tractor ☐ Bus ☐ Fire Apparatus ☐ Heavy Equipment  
☐ Heavy Truck ☐ Marine / Boat ☐ Office Equipment ☐ Tractor  
☒ Vehicle ☐ Generic: \_\_\_\_\_

**Make/Brand:** Dodge **Notes:**  
**Model:** Charger mileage: 42081  
**Year:** 2019  
**Serial Number:** 2C3CDXAGXKH564330

**Current Condition:** Good

**Estimated Value at Time of Acquisition:** \$ 25778.11

**Estimated Value at Current Date:** \$ 18500.00

I hereby request approval to dispose of the above listed item/s via:

☐ GovDeals.com Auction Site ☒ Other: Insight Auctioneers

[Signature]  
Department Head

1/26/24  
Date submitted

Approved this 26 day of Jan 2024 by [Signature]  
City Administrator



# City of Okeechobee

## PROPERTY DISPOSAL REQUEST FORM

Date: 1/24/2024

**Department requesting item to be sold:**

☒ Police ☐ Fire ☐ Public Works ☐ General Services ☐ Admin ☐ Clerk ☐ Finance

Property ID: \_\_\_\_\_ Asset ID: 723

**Reason for Disposal:**

☒ Surplus ☐ Damaged ☐ Other: \_\_\_\_\_

**Brief description of item:** *(Please be sure to fill out the corresponding form)*

☐ Building / Tractor ☐ Bus ☐ Fire Apparatus ☐ Heavy Equipment  
☐ Heavy Truck ☐ Marine / Boat ☐ Office Equipment ☐ Tractor  
☒ Vehicle ☐ Generic: \_\_\_\_\_

**Make/Brand:** Dodge **Notes:**  
**Model:** Charger **Mileage:** 66598  
**Year:** 2013  
**Serial Number:** 2C3CDXAG7DH594324

**Current Condition:** Good

**Estimated Value at Time of Acquisition:** \$ 24264.55

**Estimated Value at Current Date:** \$ 17000.00

I hereby request approval to dispose of the above listed item/s via:

☐ GovDeals.com Auction Site ☒ Other: Insight Auctioneers

  
\_\_\_\_\_  
Department Head

1/26/24  
Date submitted  
  
\_\_\_\_\_  
City Administrator

Approved this 26 day of January 2024 by \_\_\_\_\_



# City of Okeechobee

## PROPERTY DISPOSAL REQUEST FORM

Date: 1/24/2024

**Department requesting item to be sold:**

☒ Police ☐ Fire ☐ Public Works ☐ General Services ☐ Admin ☐ Clerk ☐ Finance

Property ID: \_\_\_\_\_ Asset ID: 1001

**Reason for Disposal:**

☒ Surplus ☐ Damaged ☐ Other: \_\_\_\_\_

**Brief description of item:** *(Please be sure to fill out the corresponding form)*

☐ Building / Tractor ☐ Bus ☐ Fire Apparatus ☐ Heavy Equipment  
☐ Heavy Truck ☐ Marine / Boat ☐ Office Equipment ☐ Tractor  
☒ Vehicle ☐ Generic: \_\_\_\_\_

**Make/Brand:** Dodge **Notes:**  
**Model:** Charger mileage: 51760  
**Year:** 2018  
**Serial Number:** 2C3CDXAG6JH230469

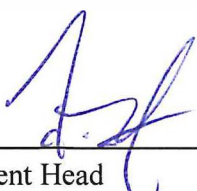
**Current Condition:** Good

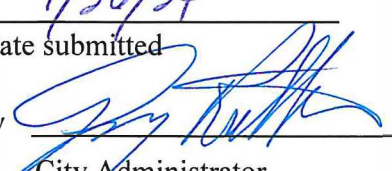
**Estimated Value at Time of Acquisition:** \$ 24425.55

**Estimated Value at Current Date:** \$ 18500.00

I hereby request approval to dispose of the above listed item/s via:

☐ GovDeals.com Auction Site ☒ Other: Insight Auctioneers

  
\_\_\_\_\_  
Department Head

1/26/24  
Date submitted  
  
\_\_\_\_\_  
City Administrator

Approved this 26th day of January 2024



# City of Okeechobee

## PROPERTY DISPOSAL REQUEST FORM

Date: 1/24/2024

**Department requesting item to be sold:**

☐ Police ☐ Fire ☐ Public Works ☐ General Services ☐ Admin ☐ Clerk ☐ Finance

Property ID: \_\_\_\_\_ Asset ID: 1121

**Reason for Disposal:**

☒ Surplus ☐ Damaged ☐ Other: \_\_\_\_\_

**Brief description of item:** *(Please be sure to fill out the corresponding form)*

☐ Building / Trailer ☐ Bus ☐ Fire Apparatus ☐ Heavy Equipment  
☐ Heavy Truck ☐ Marine / Boat ☐ Office Equipment ☐ Tractor  
☒ Vehicle ☐ Generic: \_\_\_\_\_

**Make/Brand:** Dodge **Notes:**  
**Model:** Charger mileage: 48937  
**Year:** 2019  
**Serial Number:** 2C3CDXAG5KH564333

**Current Condition:** Good

**Estimated Value at Time of Acquisition:** \$ 25778.12

**Estimated Value at Current Date:** \$ 18500.00

I hereby request approval to dispose of the above listed item/s via:

☐ GovDeals.com Auction Site ☒ Other: Insight Auctioneers

\_\_\_\_\_  
Department Head

1/26/24  
Date submitted

Approved this 26th day of January 2024

by \_\_\_\_\_  
City Administrator





# City of Okeechobee

## PROPERTY DISPOSAL REQUEST FORM

Date: 1/24/2024

**Department requesting item to be sold:**

☒ Police ☐ Fire ☐ Public Works ☐ General Services ☐ Admin ☐ Clerk ☐ Finance

Property ID: \_\_\_\_\_ Asset ID: 1128

**Reason for Disposal:**

☒ Surplus ☐ Damaged ☐ Other: \_\_\_\_\_

**Brief description of item:** *(Please be sure to fill out the corresponding form)*

☐ Building / Tractor ☐ Bus ☐ Fire Apparatus ☐ Heavy Equipment  
☐ Heavy Truck ☐ Marine / Boat ☐ Office Equipment ☐ Tractor  
☒ Vehicle ☐ Generic: \_\_\_\_\_

**Make/Brand:** Dodge

**Notes:**

**Model:** Charger

mileage: 57082

**Year:** 2019

**Serial Number:** 2C3CDXAG4KH564324

**Current Condition:** Good

**Estimated Value at Time of Acquisition:** \$ 25778.12

**Estimated Value at Current Date:** \$ 18500.00

I hereby request approval to dispose of the above listed item/s via:

☐ GovDeals.com Auction Site ☒ Other: Insight Auctioneers

\_\_\_\_\_  
Department Head

1/26/24  
Date submitted

Approved this 26th day of January 2024 by

\_\_\_\_\_  
City Administrator



# City of Okeechobee

## PROPERTY DISPOSAL REQUEST FORM

Date: 1/24/2024

**Department requesting item to be sold:**

☒ Police ☐ Fire ☐ Public Works ☐ General Services ☐ Admin ☐ Clerk ☐ Finance

Property ID: \_\_\_\_\_ Asset ID: 935

**Reason for Disposal:**

☒ Surplus ☐ Damaged ☐ Other: \_\_\_\_\_

**Brief description of item:** *(Please be sure to fill out the corresponding form)*

☐ Building / Trailor ☐ Bus ☐ Fire Apparatus ☐ Heavy Equipment  
☐ Heavy Truck ☐ Marine / Boat ☐ Office Equipment ☐ Tractor  
☒ Vehicle ☐ Generic: \_\_\_\_\_

**Make/Brand:** Dodge **Notes:**  
**Model:** Charger **mileage:** 92918  
**Year:** 2017  
**Serial Number:** 2C3CDXAG4HH536922

**Current Condition:** Poor

**Estimated Value at Time of Acquisition:** \$ 24527.73

**Estimated Value at Current Date:** \$ 2000.00

I hereby request approval to dispose of the above listed item/s via:

☐ GovDeals.com Auction Site ☒ Other: Insight Auctioneers

[Signature]  
Department Head

1/26/24  
Date submitted

Approved this 26th day of January 2024 by [Signature]  
City Administrator



# City of Okeechobee

## PROPERTY DISPOSAL REQUEST FORM

Date: 1/24/2024

**Department requesting item to be sold:**

☒ Police ☐ Fire ☐ Public Works ☐ General Services ☐ Admin ☐ Clerk ☐ Finance

Property ID: \_\_\_\_\_ Asset ID: 1122

**Reason for Disposal:**

☒ Surplus ☐ Damaged ☐ Other: \_\_\_\_\_

**Brief description of item:** *(Please be sure to fill out the corresponding form)*

☐ Building / Tractor ☐ Bus ☐ Fire Apparatus ☐ Heavy Equipment  
☐ Heavy Truck ☐ Marine / Boat ☐ Office Equipment ☐ Tractor  
☒ Vehicle ☐ Generic: \_\_\_\_\_

**Make/Brand:** Dodge

**Notes:**

**Model:** Charger

Mileage: 68178

**Year:** 2019

**Serial Number:** 2C3CDXAG1KH564331

**Current Condition:** Good

**Estimated Value at Time of Acquisition:** \$ 25778.12

**Estimated Value at Current Date:** \$ 17000.00

I hereby request approval to dispose of the above listed item/s via:

☐ GovDeals.com Auction Site ☒ Other: Insight Auctioneers

\_\_\_\_\_  
Department Head

1/26/24  
Date submitted

Approved this 26th day of January 2024 by \_\_\_\_\_  
City Administrator



# City of Okeechobee

## PROPERTY DISPOSAL REQUEST FORM

Date: 1/24/2024

**Department requesting item to be sold:**

☒ Police ☐ Fire ☐ Public Works ☐ General Services ☐ Admin ☐ Clerk ☐ Finance

Property ID: \_\_\_\_\_ Asset ID: 1124

**Reason for Disposal:**

☒ Surplus ☐ Damaged ☐ Other: \_\_\_\_\_

**Brief description of item:** *(Please be sure to fill out the corresponding form)*

☐ Building / Trailer ☐ Bus ☐ Fire Apparatus ☐ Heavy Equipment  
☐ Heavy Truck ☐ Marine / Boat ☐ Office Equipment ☐ Tractor  
☒ Vehicle ☐ Generic: \_\_\_\_\_

**Make/Brand:** Dodge

**Notes:**

**Model:** Charger

mileage: 47829

**Year:** 2019

**Serial Number:** 2C3CDXAG1KH564328

**Current Condition:** Good

**Estimated Value at Time of Acquisition:** \$ 25778.12

**Estimated Value at Current Date:** \$ 18500.00

I hereby request approval to dispose of the above listed item/s via:

☐ GovDeals.com Auction Site ☒ Other: Insight Auctioneers

\_\_\_\_\_  
Department Head

1/26/24  
Date submitted

Approved this 26th day of January 2024 by \_\_\_\_\_  
City Administrator



# City of Okeechobee

## PROPERTY DISPOSAL REQUEST FORM

Date: 1/24/2024

**Department requesting item to be sold:**

☒ Police ☐ Fire ☐ Public Works ☐ General Services ☐ Admin ☐ Clerk ☐ Finance

Property ID: \_\_\_\_\_ Asset ID: 575

**Reason for Disposal:**

☒ Surplus ☐ Damaged ☐ Other: \_\_\_\_\_

**Brief description of item:** *(Please be sure to fill out the corresponding form)*

☐ Building / Tractor ☐ Bus ☐ Fire Apparatus ☐ Heavy Equipment  
☐ Heavy Truck ☐ Marine / Boat ☐ Office Equipment ☐ Tractor  
☒ Vehicle ☐ Generic: \_\_\_\_\_

**Make/Brand:** Dodge

**Notes:**

**Model:** Charger

Mileage: 92685

**Year:** 2011

**Serial Number:** 2B3CL1CG6BH550581

**Current Condition:** Poor

**Estimated Value at Time of Acquisition:** \$ 24704.51

**Estimated Value at Current Date:** \$ 2000.00

I hereby request approval to dispose of the above listed item/s via:

☐ GovDeals.com Auction Site ☒ Other: Insight Auctioneers

[Signature]  
Department Head

1/26/24  
Date submitted  
[Signature]  
City Administrator

Approved this 24th day of January 20 24 by



**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:	X			
Council Member/Vice Mayor Clark:	X			
Council Member Jarriel:	X			
Council Member McAuley:	X			
Mayor Watford:	X			

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

**ATTEST:**

/s/ Lane Gamiotea  
\_\_\_\_\_  
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
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.



**CITY OF OKEECHOBEE, FLORIDA**  
**JANUARY 2, 2024, REGULAR CITY COUNCIL MEETING**  
**MEETING MINUTES**

**I. CALL TO ORDER**

Mayor Watford called the regular meeting of the City Council for the City of Okeechobee to order on January 2, 2024, at 6:00 P.M. in the City Council Chambers, located at 55 Southeast (SE) 3<sup>rd</sup> Avenue (AVE), Room 200, Okeechobee, Florida. The invocation was offered by Council Member McAuley; followed by the Pledge of Allegiance led by Vice Mayor Clark.

**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. There were no requests for items to be added, deferred, or withdrawn from the agenda.

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

C. One comment card was submitted for public participation for issues not on the agenda, by Ms. Regina Tolbert-Gary, introducing herself and her new non-profit. She is an advocate working towards uniting the community through various projects, with a current focus on honoring the legacy of Martin Luther King, Jr. She requested permission to use Veterans Memorial Square of FLAGLER PARK, Block E/Park 1, for an event on January 15, 2024. It was explained this park is reserved for military-related events but there were other parks available. She was advised to contact General Services Staff to complete a Temporary Use Permit for her event.

**IV. PRESENTATIONS AND PROCLAMATIONS**

A. Congratulations were extended when Administrator Ritter provided an update on the Human Resources Generalist position which was advertised internally. The panel, consisting of him, City Clerk Gamiotea, Police Chief Hagan, and Finance Director Riedel, interviewed four applicants and unanimously selected Heather Prince to fill the position.

**V. CONSENT AGENDA**

Motion and second by Council Members Jarriel and McAuley to:

A. Dispense with the reading and approve the Minutes for December 5, 2023, [as presented in **Exhibit 1**]; and

B. Approve the November 2023 Warrant Register [in the amounts: General Fund, \$610,283.61; Public Facilities Improvement Fund, \$32,438.82; Capital Improvement Projects Fund, \$193,090.20; CDBG Fund, \$10,324.97; and Appropriations Grant Fund, \$9,885.25; as presented in **Exhibit 2**].

**Motion Carried Unanimously.**

**VI. NEW BUSINESS**

A. Motion and second by Council Members Chandler and Jarriel to read by title only, proposed Ordinance No. 1284, amending the Optional Forms of Benefits for the General Employees Retirement System [as presented in **Exhibit 3**].

**Motion Carried Unanimously.**

City Attorney John Fumero read the title of proposed Ordinance No. 1284 into the record as follows: "**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.**"

Motion by Vice Mayor Clark, second by Council Member McAuley to approve the first reading and set February 6, 2024, as the Final Public Hearing date for proposed Ordinance No. 1284. **Roll Call Vote: Chandler-Yea, Clark-Yea, Jarriel-Yea, McAuley-Yea, Watford-Yea.**

**Motion Carried Unanimously.**

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:	X			
Council Member/Vice Mayor Clark:	X			
Council Member Jarriel:	X			
Council Member McAuley:	X			
Mayor Watford:	X			

/s/ Dowling R. Watford, Jr.  
Dowling R. Watford, Jr.  
Mayor

ATTEST:

/s/ Lane Gamiotea  
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.**

VI. **NEW BUSINESS CONTINUED**

- B. Motion by Vice Mayor Clark, second by Council Member McAuley to read by title only, proposed Ordinance No. 1285, amending Section 2-131 of the Code of Ordinances removing the Personnel Administrator duties from the City Clerk [as presented in **Exhibit 4**].  
**Motion Carried Unanimously.**

Attorney Fumero read the title of proposed Ordinance No. 1285 into the record as follows: **"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."**

Motion by Vice Mayor Clark, second by Council Member McAuley to approve the first reading and set February 6, 2024, as the Final Public Hearing date for proposed Ordinance No. 1285. **Roll Call Vote: Chandler-Yea, Clark-Yea, Jarriel-Yea, McAuley-Yea, Watford-Yea.**  
**Motion Carried Unanimously.**

- C. Motion by Council Member Jarriel, second by Vice Mayor Clark to ratify the Community Planning Technical Assistance Grant Agreement No. P0497 with the State Department of Commerce, in the amount of \$20,000.00, to have a Market Feasibility Study, a Lodging Market Analysis and Industry Trend Report, and a Housing Market Profile prepared [as presented in **Exhibit 5**].  
**Motion Carried Unanimously.**
- D. Motion by Council Member McAuley, second by Vice Mayor Clark to approve a Planning Advisory Service Agreement with the Central Florida Regional Planning Council to prepare a Market Feasibility Study, a Lodging Market Analysis and Industry Trend Report, and a Housing Market Profile, in the amount of \$20,000.00 as outlined in Grant Agreement No. P0497 [as presented in **Exhibit 6**].  
**Motion Carried Unanimously.**
- E. Motion and second by Council Members Jarriel and McAuley to approve the purchase of a Kayak Launch [to be installed at Centennial Park, 701 SE 6<sup>th</sup> AVE] from AccuDock in the amount of \$39,818.90 [as presented in **Exhibit 7**].
- F. Motion and second by Council Members Chandler and Jarriel to increase the Purchase Order [No. 63] to Transportation Solutions and Lighting, Inc./NSS [approved on August 2, 2022] to include shipping charges of \$850.00 [as presented in **Exhibit 8**].  
**Motion Carried Unanimously.**
- G. Administrator Ritter presented for review and informational purposes a report submitted by MacVicar Consulting that highlighted Lake Okeechobee Operations, the Lake Okeechobee System Operating Manual, the Comprehensive Everglades Restoration Plan, and a graphic to show lake levels and stages. [as presented in **Exhibit 9**].
- H. Administrator Ritter provided a summary report of City Projects and Objectives for Fiscal Year 2023-24 utilizing an 18-slide power point presentation which has been added to the official minute file and labeled as **Exhibit 10**. Topics covered in the report were: changes with the adoption of the new Charter to the organizational chart. The City's mission and vision statements. Comparison between the City and County in terms of population, ad valorem revenues, and acreage. The proposed anticipated budget expenditures. The City's representation on local and regional boards/coalitions. Strategic planning and major initiatives. Updates on commercial, industrial, and residential developments. Grant projects. Major accomplishments in the previous Calendar Year and a list of projects for January through March 2024.

VII. **CITY ATTORNEY UPDATE**

- Continuing to review the proposed Stormwater Management ordinance, ensuring to not duplicate what is already incorporated in the South Florida Water Management District regulations.
- Reviewed proposed Ordinances 1284 and 1285.
- 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.
- Reviewing the Live Local Act and potential impact on City.
- New legislation requires the Business Impact Statement be posted on the City's website for certain Ordinances and Resolutions.
- The Legislative Session is early this year, will track changes and present to City.



# MEMORANDUM

**TO:** Mayor Watford & City Council

**DATE:** January 31, 2024

**FROM:** City Clerk Gamiotea *GG*

**SUBJECT:** Proposed amendments to the  
Personnel Policies & Procedures,  
Human Resources & Education  
Reimbursement

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Attached are the proposed amendments we are asking the City Council to adopt in relation to the the creation of a Human Resources office/staff; to realign the Policy to the changes the City Council approved last year to the Education Reimbursement Agreement, and other house-keeping amendments highlighted in yellow and noted as Revision footer number 15.

There are several sections of the handbook that need to be updated that will require a comprehensive review by City Staff and a labor attorney. We are only requesting that you consider the specific amendments noted. Additional amendments will be forthcoming by Human Resources Generalist Prince.

Should you have any questions or concerns, kindly let me know prior to the meeting so that I may have sufficient time to address the issue.

# CHAPTER 1

## GENERAL INFORMATION <sup>14, 15</sup>

### YOUR CITY GOVERNMENT <sup>15</sup>

**Section 2.51 of Code Book.** It is the intent of the City Council to authorize a form of City Administration that ensures an adequate and efficient provision of services to the citizens of the City, that provides for coordinated administration of City Departments to better protect the health, welfare, safety and quality of life of the residents, and that places in the hands of the City Administrator the multitude of details which must necessarily arise from the daily operation of the City, thus enabling the City Council to perform freely its fundamental intended purpose of setting the broad policy mandates for the operation of the City.

There are five City Council members, one of whom is appointed by that body to serve as Mayor, and a separately elected City Clerk. The elected City Council governs the City and represents the citizens as they review activities and establish policies for their implementation in the best interest of the health, safety, and welfare of the community. The City Council adopts an annual budget of revenues and expenditures and makes the necessary decisions concerning governmental services to the public.

The elected City Clerk is responsible for the budgeting and administration of that office. The City Clerk maintains the journal of all City Council meetings; serves as Personnel Administrator; is keeper of the City Seal; handles City elections; is custodian of City records; and performs other duties as prescribed by General Law, City Charter and the City Council as set out in the City's Code of Ordinances.

\*elected until January 3, 2027, will then be appointed by the Mayor and City Council.

### THE ORGANIZATION OF YOUR CITY GOVERNMENT <sup>15</sup>

The City Administrator is appointed by the City Council and is responsible for administering the policies established by the City Council, and performs other duties as prescribed by the City Council as set out in the City's Charter, Code of Ordinances, and the Personnel Policies and Procedures.

The Department Heads are appointed by the City Council and have operating authority for service, plans, schedules, and expenditures of their Department. Department Heads perform those duties as prescribed by the City Council as set out in the City's Charter, Code of Ordinances, and the Personnel Policies and Procedures.

### CITY DEPARTMENTS <sup>14, 15</sup>

For purposes of efficiency the various functions of the City are separated into operational Departments. A brief description of each follows:



### **City Clerk** <sup>14, 15</sup>

Gives notice of Council meetings and elections to its members and the public, shall keep the minutes of the City's proceedings, authorized to administer oaths, attest to the Mayor's or Administrator's signatures, be the official records custodian of the City for all purposes. Maintain a City Code of Ordinances and administrative policies and regulations. Provides administrative support to Council-appointed committees, boards, and agencies, as determined by the City Council. Designated as the Chief Elections Officer of the City and shall see that all City elections are conducted in a proper and legal manner. ~~Submits for City Council approval, personnel policies, and procedures. Serves as Personnel Administrator.~~

### **Police Department** <sup>14</sup>

The security of the City's residents and property is the responsibility of the Police Department under the direction of the Police Chief. Florida requires certification of Police Officers and prescribes career training courses. The operations of Code Enforcement and employees are under the responsibility of the Police Chief.

### **Administration Department** <sup>14</sup>

The Administrator shall be responsible for management and oversight of all City Departments, and offices, except for the City Attorney, the Police Chief, Police Department staff, City Clerk, and City Clerk Department staff. Direct and supervise the administration of Departments and offices, but not City Council appointed Committees, Boards, or Agencies, unless as directed by the City Council. Attend all Council meetings and have the right to take part in discussion but not the right to vote. Ensure that all laws, provisions of the Charter, ordinances, and acts of the City Council, subject to enforcement and/or administration by the Administrator, or by City personnel subject to their supervision, are faithfully executed. Prepare and submit to the City Council a proposed annual budget and capital improvement projects program. At the end of each Fiscal Year submit to the City Council, and make available to the public, an annual report on the finances, budget, and administrative activities of the City. Prepare reports as the City Council may require concerning the operations of City departments, offices, boards, and agencies. Keep the City Council fully advised as to the financial conditions and future needs of the City and make recommendations to the City Council concerning the affairs of the City as they deem to be in the best interest of the City. Submit for City Council approval, personnel policies, and procedures.

### **Public Works Department** <sup>14</sup>

This Department is responsible for the maintenance of streets, drainage, sanitation, parks, and rights-of-way. The Public Works Director shall supervise all employees assigned to the department and shall be responsible for the proper maintenance of the buildings and equipment used in the operation of the Department. The head of the Public Works Department is the City Administrator.

### **Finance Department** <sup>14</sup>

Is responsible for the collection of all fees, licenses, and monies due the City and is responsible for the establishment and maintenance of the general accounting system set up in accordance with the requirements of the Office of the Comptroller, Department of Banking and Finance, State of Florida. The Finance Director supervises the employees assigned to the Finance Department; is responsible for the property maintenance of the buildings and equipment used in the Finance Department; and performs such other duties as prescribed by the City Council, including the City's payroll functions. The head of the Finance Department is the City Administrator.

### **General Services Department** <sup>14</sup>

The General Services Director is responsible for the administration and enforcement of the building codes, land use regulations, permit regulations and other ordinances or regulations of the City

and which are not specifically delegated to any other Department or officer of the City. The Director supervises the employees assigned to this Department and is responsible for the proper maintenance of the buildings and equipment used in the operation of the Department. This Department is responsible for the proper issuance of permits as provided by the Code of Ordinances. The head of the General Services Department is the City Administrator.

## **HUMAN RESOURCES PERSONNEL ADMINISTRATION 15**

The City Human Resources Clerk has been appointed by the City Council as Personnel Administrator. This includes the authority and responsibility to implement and maintain the policy decisions of the City Council related to Personnel Administration. The Personnel Administrator oversees and monitors the employment practices to assure legal compliance and avoid situations and controversies that could be harmful to the City or employees. Personnel activities are coordinated with Department Heads to maintain fair and consistent practices and employee treatment. Grievances and complaints are handled.

## **EQUAL EMPLOYMENT OPPORTUNITY AND AFFIRMATIVE ACTION PLAN**

The Okeechobee City Council and its Staff are committed to a policy of equal opportunity in employment for all persons without regard to race, creed, color, sex, religion, national origin, age, handicap, or marital status. Except where sex, religion or national origin exist as a Bona Fide Occupational Qualification (BFOQ), applicants and employees are evaluated solely on the ability to effectively perform the responsibilities of the position for which they are applying or performing.

The City officials are committed to the concept of equal opportunity and to implementing an affirmative plan of action to ensure that minority and female employees are afforded equal opportunity in every aspect of employment development, advancement, and treatment. Furthermore, the City will apply good faith efforts to seek out, hire, train, and promote qualified minorities and females in areas where they are currently under-represented. This program of positive, results-oriented affirmative action will benefit the City through the efficient utilization, development, and management of its human resources.

The Okeechobee City Council, through adoption of this Affirmative Action Plan, commits the City to a results-oriented program aimed at achieving equal opportunity in all occupational levels of services.

## **AMERICANS WITH DISABILITIES ACT POLICY STATEMENT**

The Okeechobee City Council is committed to a policy of non-discrimination on the basis of handicap in its employment practices, provision of public services, and access to governmental facilities. The City assumes the Department of Labor's definition of a handicapped individual as "one who (1) has a physical or mental impairment which substantially limits one or more of such person's major life activities; (2) has a record of such impairment; or (3) is regarded as having such an impairment." Qualified handicapped individuals will be actively recruited to fill City employment positions. All levels of administration and supervision will actively participate in the implementation of this policy.

## SEXUAL HARASSMENT POLICY <sup>15</sup>

Pursuant to the guidelines on sex discrimination issued by the Equal Employment Opportunity Commission (EEOC), the Okeechobee City Council has adopted the following policy prohibiting sexual harassment in the workplace and adheres to the EEOC definition of sexual harassment as follows:

. . . unwelcome sexual advances, requests for sexual favors and other verbal or physical conduct of a sexual nature constitute sexual harassment when a (1) submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment, (2) submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual, or (3) such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive working environment.

Sexual harassment is illegal and against City policy. Department Heads and Supervisors are responsible for promoting a supportive atmosphere that makes it clear that sexually harassing behavior will not be tolerated.

Individual City employees having reason to believe they have been subjected to sexual harassment are encouraged to bring their concerns to the attention of their immediate supervisor or the Department Head. A prompt and thorough investigation will be conducted. Complaints of sexual harassment will be kept as confidential as possible. The Complainant's cooperation is an essential element of any investigation.

Any supervisor, agent or other employee who has been found by the City, after appropriate investigation, to have sexually harassed another employee or citizen will be subject to appropriate sanctions, depending on the circumstances, from a warning in his or her file up to and including termination.

### **Informal Complaint Procedure <sup>15</sup>**

All exempt and non-exempt City employees who suspect that they are victims of on-the-job discrimination or harassment as outlined in the above-described Affirmative Action Policy statements are encouraged to report such incidents. The report should be made to Human Resources Personnel Administrator as soon as possible after the incident occurs. The Human Resources staff Personnel Administrator or designee shall meet with the complainant to explain the avenues of recourse available.

If, after the initial discussion of the complaint, the case is determined by the Human Resources staff Personnel Administrator to warrant further examination, the Human Resources staff Personnel Administrator or designee will:

1. Conduct an investigation to ascertain pertinent facts.
2. Make a good faith effort to resolve the complaint through informal processes.

In the event an informal resolution process fails, the Human Resources staff Personnel Administrator may:

1. Dismiss the case if it is determined by the Human Resources staff Personnel Administrator that there is insufficient evidence to support the complaint; or
2. Advise the complainant to follow the formal complaint procedure, (Grievance Procedures). The complainant will be assisted in taking the complaint through the formal procedures, if desired.

# CHAPTER 2

## EMPLOYMENT 1, 2, 7, 13, 14, 15

### CITY EMPLOYMENT OBJECTIVES 15

The City Council, in the best interest of its employees and the citizens of Okeechobee, has separated its Career Service Employees from the political affairs of the City. This means that all decisions concerning applicants and employees are made on job-related factors only. You, as an employee, are freed from any concern or coercion by any political changes that may occur within the City. This system is safeguarded by formally adopted Personnel Policies and Procedures Rules.

Policies of the City of Okeechobee:

1. That fair, impartial and equitable treatment of City career employees will be maintained in all areas of personnel administration.
2. That the administration of public service will be conducted with integrity and concern for the individual employee.
3. That the public interest and residents are best served by having a personnel system which recognizes individual employee worth and operates with established equitable policies, procedures, and practices.
4. That present employees within the career service of the City will be promoted whenever openings occur and there is a qualified employee to advance.
5. That advancement and training of present employees to better prepare them as career service employees of the City will be encouraged and aided.

### HIRING PROCESS 14, 15

The recruiting of applicants and advertising of vacancies will be performed on as broad a basis as necessary to secure qualified employees. Vacancy notices will be posted on employee bulletin boards in the different departments of the City so that present employees will be aware of positions offering either a promotion, or the possibility of increased earnings. A present employee is preferred, when qualified, for any vacant position representing a promotion or pay increase. Each Department Head within the respective departments has the authority and responsibility for selecting and appointing the applicant.

#### Application Policy 14, 15

1. When there is a job vacancy, an employment opportunity will be noticed as provided in the Hiring Process section and an application packet created, excluding positions appointed by the City Council. (~~City Administrator, City Clerk, and Chief of Police~~). The City Council will determine the application packet, search, and selection process on a case-by-base bases for those positions.

2. To be considered an applicant, individuals must complete and submit the application packet and any additional required materials on the instruction page, to the **Human Resources Office of the City Clerk** (even for inter- City job transfers).
3. The application packet consists of City forms that include but are not limited to: Application with the specific job title being applied for, Job Description, Personal Inquiry Waiver, Veterans Preference Eligibility, and Past Employment Verification.
4. A submittal cut-off time and date will be set for all employment opportunities. NO APPLICATIONS WILL BE CONSIDERED AFTER THE CUT OFF TIME AND DATE. In situations where qualified applications have not been received or there are multiple employment opportunities for the same job title, **Human Resources staff** ~~the Personnel Administrator~~ may notice the position is open until filled but should be done only when absolutely necessary.

### **Certification Policy**

An employee hired, transferred, or promoted to a position which requires a level of certification must become certified at the required level within the time period set for the position.

Any employee who fails to become certified at the required level within the time period set for that employee's particular job description may be discharged or returned to the prior position held.

### **QUALIFICATIONS** <sup>1, 2, 7, 13</sup>

1. Appointees must meet the City and/or State minimum position qualifications.
2. Appointees must not be less than eighteen (18) years of age.
3. Appointees must be citizens or resident aliens of the State of Florida and the United States of America.

Upon employment by the City a Department Head will enter a three (3) month probationary period. After the probationary period ends satisfactorily, a Department head will be allowed up to six (6) months to become a resident of Okeechobee County, Buckhead Ridge area of Glades County, or any areas lying outside the Okeechobee County line, but have Okeechobee addresses (physical, not post-office boxes).

4. Appointees must pass a drug screening test and physical examination by a doctor before being hired by the City.

### **Family Employment Restrictions** <sup>14</sup>

It is the policy of the City to follow State Statutes regarding the employment of relatives as City Employees, as set out in Section 112.3135 Florida Statutes, and as amended.

1. A "public official" is defined as an officer, or an employee in the City, in whom is vested the authority by these policies and procedures, or by ordinance, resolution or other directive of the City Council, appoint, employ, promote or advance employees, or recommend such promotion or advancement of employees, in connection with their work for the City.
2. A relative for purposes of this policy with respect to such public official, means an individual who is related to the public official as:



Father	Mother	Son	Step-Sister
Daughter	Brother	Sister	Half-brother
Uncle	Aunt	First Cousin	Half-sister
Nephew	Niece	Husband	Step-son
Wife	Father-in-law	Mother-in-law	Step-father
Son-in-law	Daughter-in-law	Brother-in-law	Step-brother
Sister-in-law	Step-daughter	Step-mother	

3. A public official may not appoint, employ, promote, or advance, or advocate for appointment, employment, promotion, or advancement, a relative in or to a position in the City in which the public official is also serving, or over which they exercise jurisdiction or control. This shall not apply however, to appointments to citizen boards in the City, other than those with Land Planning or Zoning responsibilities.
4. These restrictions do not apply to persons serving in a voluntary capacity who provide emergency ~~medical, firefighting, or police~~ service. These persons, if otherwise authorized by City ordinance or resolution, may also without losing their volunteer status, receive reimbursements for costs of any training they get relating to the provision of volunteer emergency ~~medical, firefighting or police~~ services, as well as payment for incidental expenses relating to those services that they provide.
5. As these employment restrictions to not prohibit the hiring of relative, or using a volunteer who is a relative, in a department in the City in which a relative of that person is also an employee of the City, so long as the relative is not a public official assigned responsibility over that department, it is the policy of the City to have relatives assigned to the same department to work different shifts from their relative whenever possible to avoid any personnel conflicts within the department.

### **Evaluation Period<sup>2</sup>**

Employment or promotions are always on a six (6) month (or more) evaluation basis, Department Heads are always on a three (3) month (or more) evaluation basis. This allows a time period for an evaluation of ability, work habits and conduct before offering career employment protection and fringe benefits. During this time, a new employee will be made aware of satisfactory, marginal, or unsatisfactory areas of job performance and behavior and cautioned to improve. The Department Head has authority to dismiss the new employee without notice and without cause being given.

### **Regular Status<sup>15</sup>**

A new or promoted employee must receive a satisfactory evaluation, using uniform guidelines, before the Department Head grants regular status. Unless a satisfactory evaluation is received, the employee will be separated or returned to the position previously held.

1. Procedure by step:
  - a) Evaluation period complete.
  - b) Evaluation Procedure.

Forms may be obtained by Department Heads from the Human Resources City Clerk's Office.  
 Department Head/Supervisor evaluates employee;  
 Employee/Supervisor/Department Head sign evaluation;  
 Signed form becomes a part of employee's master file in the Human Resources City Clerk's Office.  
 Approval by Department Head for regular status.

## **TYPES OF APPOINTMENTS <sup>14,15</sup>**

### **Covered Positions**

New appointments are made whether the position being filled is of a temporary, regular, paid, unpaid or volunteer nature.

Regular positions are those so classified and budgeted by the City Council. A regular position is usually first filled by a new appointment, transfer, or promotion.

### **Excluded Positions <sup>14, 15</sup>**

Emergency hiring may be done by a Department Head to respond to an immediate need involving the safety or welfare of the residents or property of Okeechobee. An emergency appointment is for less than one (1) month and includes no fringe benefits.

Volunteer positions are of an unpaid nature and include ~~volunteer Firefighters~~, Police Auxiliary, and other community service groups. All volunteers are directly appointed by the Department Head and although no pay or benefits are attached, each volunteer represents the City to its residents and is expected to observe the City personnel policies of Conduct and Ethics, Political Separation and Conflict of Interest.

Individuals holding temporary federally funded positions are subject to City personnel policies and are classified as temporary due to the dependence on federal funding for existence. No career protection or benefits are included.

Each Department Head is charged with the responsibility for the efficient, courteous operation of the Department's duties, the performance and behavior of the employees and for the manner in which the public's business with the City is conducted. The City Administrator, <sup>14</sup> and Chief of Police, <sup>15</sup> and ~~Personnel Administrator~~ are by Charter or ordinance appointed by the City Council and serve at the pleasure of the City Council. Effective January 3, 2027, the City Clerk position will no longer be an elected position and will be appointed by and serve at the pleasure of the City Council.

## **SMOKE-FREE POLICY <sup>12</sup>**

A tobacco-free environment helps create a safe and healthy workplace and environment. Smoking and secondhand smoke are known to cause serious lung diseases, heart disease, and cancer. The City supports the health of its citizens, and reinforces our commitment to preserving and improving the health and comfort of our employees and visitors. Effective November 1, 2017, the City will be a smoke-free environment except in approved designated areas. For these purposes, smoking products are defined as cigarettes, pipes, hookahs, cigarillos, cigars, clove cigarettes and other electronic nicotine delivery systems (ENDS) such as vapor and electronic cigarettes.

The use of the products as listed above are prohibited in any building or on the grounds except in designated areas. This includes all indoors and outdoors areas that are City owned or leased facilities, including but not limited to, all buildings and facilities, outdoor areas, porches, covered walkways, common areas, parking lots, and City owned or leased vehicles. Respectively, there is a 50-foot distance from entrance/exit of City buildings or facilities where smoking products are limited from use. This Smoke-Free initiative applies to all persons present in the areas described above including but not limited to City elected officials, employees (whether full- time, part-time, temporary and/or volunteer), contractors, and visitors.

Smoking use shall be permitted only in exterior designated smoking areas. All materials used for smoking in designated smoking areas, including cigarette butts and matches, will be extinguished, and disposed of in appropriate containers.

Employees are only allowed to smoke on their rest and meal breaks. Employees may not take or be allowed any additional breaks to use any tobacco product.

Direct any question, complaint, or dispute about tobacco use in the workplace to the Personnel Administrator. Employees who want to quit tobacco are encouraged to use Tobacco Free Florida's Quit Your Way, a set of free services to help tobacco users quit, is provided on the employee bulletin boards.

## **DRUG TESTING POLICY**

The City of Okeechobee is committed to providing a safe work environment for all of its employees. The abuse of alcohol and drugs is a national problem which impairs the safety and health of employees and the public, promotes crime, and harms the entire community. In order to maintain the highest standards of morale, productivity, and safety, the City has instituted a drug and alcohol free workplace program.

# CHAPTER 3

## EMPLOYEE BENEFITS 4, 6, 8, 9, 10, 11, 14, 15

### PAID HOLIDAYS 4,9

The City Council each year designates the holidays which are observed. At present there are twelve (12) days off with pay. If a holiday falls on a Saturday, it will be observed on the preceding Friday. If a holiday falls on a Sunday, it will be observed on the following Monday. An employee on paid annual or sick leave when the holiday is observed will not have that day charged to their accrued leave account.

1. The following days will be observed as paid holidays:

New Year's Day	Martin Luther King, Jr. Day	Good Friday
National Memorial Day	Independence Day	Labor Day
Veterans Day	Thanksgiving Day and	Christmas Eve
Employee's Birthday	the Friday after	Christmas Day
2. If you are required to work a holiday you will receive an additional day's pay or a day off at a designated time.

#### **Eligibility**

Full-time probationary or regular employees (who have that date as a regularly scheduled workday) are eligible for paid holidays. Also an employee must not have been absent without leave on the work day before or after the holiday, unless there is a medical emergency and a doctor's excuse is provided to the Department Head upon the employees' return the next working day, or unless the employee is on leave of absence without pay. Those not eligible for paid holidays are temporary, emergency employees or school crossing guards, either full-time or part-time and employees on leave without pay or employees on Worker's Compensation.

#### **Alternatives**<sup>14</sup>

Employees who are eligible for paid holidays and are either required to work due to the essential nature of their positions or who have the designated holiday as a normal day off in the Friday through Thursday work week [Police Department see Ch. 5 for workweek], shall:

1. Receive an alternate day off with pay within the same work week for non- shift employees.
2. Be paid the normal day's pay for that holiday in addition to the pay received for the hours worked.

The Department Head will make this determination.

#### **Shift Employees**

An employee who is required to work on a holiday in addition to the regular schedule will be granted the alternatives above and will not be paid the time and a half (1½) overtime rate for the hours worked.

## **RETIREMENT PLAN**

The City has a retirement plan for regular employees. The cost is shared by the City, and/or State and the employee. Each employee contributes a percentage of their base salary into their retirement account as approved by the City Council, except Police Officers contribute a percentage of their total compensation as provided by Florida Statute.

The City contributes to the retirement accounts of the General employees. Vested rights for these employees are obtained after five (5) years of continuous service.

The State (and if necessary the City) contributes to the retirement accounts of the Police and Fire Department employees. Vested rights for these employees are obtained after ten (10) years of continuous service.

### **Special Pay Plan (Accrued Leave Benefits)**<sup>10, 11</sup>

1. In the event an employee who is otherwise eligible for retirement benefits and annual leave and sick leave, upon separation, elects for early retirement prior to age 59½, an additional retirement benefit to that retiree shall be paid by the City to the retiree the difference of the retirees Social Security and Medicare obligation, currently 7.65 percent, and the amount of the penalty imposed by IRS regulations, currently 10 percent. In the event future regulations should change the percentages of Social Security and Medicare obligations and penalties for early retirement, this agreement to reimburse a retiree shall continue, adjusted at the then- current percentages.
2. The benefits provided by Resolution No. 2016-06 shall only apply to those sums for annual and sick leave taken by the employee and deposited in the City Special Pay Plan mandated by Resolution No. 2016-04, and no other retirement benefit.
3. In the event the City should opt out of the Special Pay Plan set forth in Resolution No. 2016-04 in the future, then the benefits provided by the Resolution shall cease without further action by the City Council.

## **457 DEFERRED COMPENSATION PLAN<sup>8</sup>**

The City Council adopted a 457 Deferred Compensation Plan by Resolution No. 2007-05 to be administered by the International City Managers Association Retirement Corporation. The purpose of this strictly voluntary Plan is to give employees another avenue to set aside additional money for retirement, or for their own savings. The Plan is by contributions from the employee only.

## **GROUP HEALTH INSURANCE<sup>15</sup>**

Group Health Insurance is available for all regular employees and their families. The City pays the full premium for the employee and a designated amount for any dependent coverage. Payment for the dependent coverage is made by a payroll deduction from the employee.

### **Federal Cobra Law<sup>15</sup>**

An employee leaving the service of the City may continue the Group Health Insurance for a period of eighteen (18) months by paying the premiums directly to the insurance company upon completion of an

application obtained from **Human Resources.** **the Finance Department.**

City retirees are eligible to participate in the City's Group Health Insurance Plan as provided by law. (Florida Statute 112.0801)

## **GROUP LIFE AND DISABILITY INSURANCE <sup>14</sup>**

The City provides a paid life insurance policy for general employees. The City provides a paid life and accidental death and dismemberment insurance policy for its Police Officers ~~and Firefighters~~ pursuant to Florida Statutes. A non-job connected disability insurance is provided for all full-time City employees.

## **JOB CONNECTED INJURY BENEFITS <sup>15</sup>**

The City provides Worker's Compensation Insurance benefits to any employee injured as a result of job duties. The City will secure immediate medical attention for an injured employee and furnish competent medical services. The insurance plan provides for complete payment for medical services, hospital charges and related therapy or treatment. The City will pay the employee's regular weekly salary less applicable deductions the first seven (7) days an employee has been temporarily disabled. Worker's Compensation will pay benefits for periods exceeding seven (7) days. The employee will receive the difference between what the Worker's Compensation benefit pays and his/her normal salary equaling one hundred percent (100%) of his/her normal salary if the injury is attributable to the employee's occupation in the City and is considered as such under the Workers Compensation Statute of the State of Florida and its rules and regulations. This difference in Workers Compensation benefits and normal salary shall be provided up to ninety (90) days from the date of injury. Extensions beyond 90 days may be made by the City Council, in increments up to ninety (90) days. The employee will reimburse the City if the amount paid exceeds one hundred percent (100%) of normal salary. This may be accomplished by the employee making a cash payment to the City. Specific details can be provided by **Human Resources staff** **the Finance Department.**

An employee who is injured as a result of job duties and is classified permanently totally disabled by Worker's Compensation will be entitled to leave with full pay, commencing from the date that the employee is so classified by the State, which will be reduced by the benefits paid to the employee by the insurance carrier for a maximum of ninety (90) calendar days. The paid disability leave must be recommended by the employee's Department Head and authorized by the City Council. An employee who remains permanently totally disabled after the allowed maximum disability leave may elect to receive weekly payments charged first to accrued sick leave then to accrued annual leave account. These amounts will be reduced by the disability benefits paid to the employee by the insurance carrier, or an employee classified as permanently totally disabled may elect to immediately cash out any accrued sick leave or annual leave.

## **EDUCATION REIMBURSEMENT <sup>6, 14, 15</sup>**

The City Council adopted a **Two-Year** Education Reimbursement Contract Program. This program applies to full-time, **and** part-time employees, ~~Volunteer Firefighters~~ and Police Auxiliary Officers with less than 10 years of service with the City. A contract will be entered into when the position held by the employee requires them to attend training, education, certification programs, or classes, as a pre-requisite to continued



employment with the City. The contract provides for the City to advance the costs or reimburse costs of the required training, education, or classes, including program fees, materials, travel, lodging, per diem, or other related expenses. The employee agrees to remain as an employee, Volunteer Firefighter and/or Auxiliary Officer agrees to remain employed (or for Auxiliary Officers, an active member) with the City for a continuous period of three-years for sworn law enforcement and/or Auxiliary Officers or two years for non-sworn Police Department and general employees following the completion of the specific training, education, or certification.

Contracts are available in the Human Resources City Clerk's Office and are to be fully executed before the employee registers or attend classes.

### **UNIFORMS FURNISHED <sup>14</sup>**

The City furnishes uniforms to the employees of the Public Works and ~~Department, the Police Departments, and the Fire Department.~~ Uniforms are also furnished to the City's Custodian.

# CHAPTER 4

## LEAVE BENEFITS<sup>3, 1, 11, 14, 15</sup>

### ANNUAL LEAVE<sup>14, 15</sup>

#### Eligibility<sup>15</sup>

Employees who are full-time and regular earn annual leave. Continuous service is calculated from the date of original employment, with leave being accrued from that date; if the first month's employment was for at least fifteen calendar days, it shall be considered a complete month for leave accrual purposes. Thereafter, the annual leave accrual shall be at the end of each calendar month for all employees. Six months' service is required before paid annual leave can be taken. No employee shall be paid for, or permitted to take, annual leave prior to the date it is earned. Continuous service is defined as including those periods when an employee is on paid leave.

For employees on unpaid leave:

- a) Refer to Unpaid Leave designation in this Handbook <sup>Page 17</sup> (no accrual is covered in the unpaid designation).
- b) Regular employees who have been temporarily laid off and return are credited for prior service in determining advancement to the higher accrual level.

#### Scheduling

Each Department Head prepares a department leave schedule. Conflicts in desired dates among the employees shall be decided by the Department Head with due regard for the needs of the City and work requirements. An Annual Leave Request Form, properly completed and signed by the employee and with written approval by signature of the Department Head, is required before Leave may be taken.

#### BENEFITS<sup>14</sup>

The annual leave schedule here is for employees with an assigned forty (40) hour work week. ~~Fire Department personnel who work shifts (24 hours on duty and 48 hours off), earn proportionate shift time:~~

Continuous Service (40 Hour Work Week)	Work Days	<del>Fire Dept/Shift Personnel (56 Hour Work Week)</del>
At end of 6 months	6	<del>3 Shifts: <math>24 \times 3 = 72 \div 6 = 12</math> hrs per mth</del>
At end of 1 year	12	<del>6 Shifts: <math>24 \times 6 = 144 \div 12 = 12</math> hrs per mth</del>
At end of 10 years	15	<del>8 Shifts: <math>24 \times 8 = 192 \div 12 = 16</math> hrs per mth</del>
At end of 15 years	20	<del>11 Shifts: <math>24 \times 11 = 264 \div 12 = 22</math> hrs per mth</del>

#### Maximum Accumulation

An employee may be required to postpone to a later date scheduled annual leave if the work situation requires it. The Department Head will then authorize the accumulation of annual leave earned into the next calendar year. The employee, with the Department Head's approval, may accumulate annual leave to permit an extended annual leave. The maximum annual leave accrual thus permitted is thirty (30) days, or two hundred forty (240) hours at the end of each calendar year.

This means if you have more than two hundred forty (240) hours at the end of a calendar year you will lose the hours over two hundred forty (240).

The Department Head may make mandatory annual leave arrangements for any employee at the maximum. Each employee will be entitled to a maximum of two (2) personal leave days per calendar year, which shall be deducted from his/her accumulated sick leave.

#### **Payment for Unused Annual Leave** <sup>10, 11, 15</sup>

In certain situations, payment is made for unused annual leave. A regular employee may be paid through the last fully completed calendar month of service. The City will pay only two hundred forty (240) hours annual leave. There is no payment to employees who have not completed their evaluation periods.

Upon separation from employment with the City, authorized and accumulated annual leave shall be withheld from the final paycheck of the employee by Human Resources and/or the Finance Director, and deposited for the employees or beneficiary's benefit with The Standard, or such other entity that provides such services, as approved by the City Council, to be administered and distributed, as set forth in the Special Pay Plan approved and on file within the City of Okeechobee.

For those employees enrolled in the Deferred Retirement Option Plan (D.R.O.P.) program, upon entry into that deferred retirement program the City shall commence to annually withhold and divert 10 percent of the employee's annual leave into the Special Pay Plan Account until termination of the D.R.O.P. enrollment.

- a) Resignation in good standing. This requires a minimum of six (6) months continuous service and two (2) weeks' notice.
- b) Layoff.
- c) Retirement.
- d) Death.

#### **SICK LEAVE (NON-JOB RELATED)** <sup>14, 15</sup>

Paid sick leave is provided for a genuine need of the employee and is not an automatic entitlement to days off with pay. Sick leave will be charged in one-half (½) hour increments as used and accrued at the end of each calendar month.

Sick leave is defined as:

- 1. Illness, injury, incapacitation, or quarantine of the employee.
- 2. Routine medical, dental, or optical examinations which cannot be scheduled at any time other than working hours.
- 3. Illness or injury of a member of the employee's household or immediate family, requiring the personal care and attention of the employee.
  - a) **Immediate Family is defined as: Employee's Spouse, Children, Parents (of either), and Step-Children.**
- 4. Illness or injury as a result of outside employment are excluded, and absence as a result of such activities shall be unpaid personal leave, not paid sick leave, except as otherwise approved by Department Head.

Example of where paid sick leave should not be used is outside employment that also provides benefits such as worker's compensation, medical or other employee benefits.

### Eligibility

Regular and evaluation status full-time employees accrue sick leave on a calendar month basis. Evaluation status employees are not eligible to receive paid sick leave until completing a full calendar month's employment. Part-time, seasonal, temporary, or emergency employees are not eligible for paid sick leave.

### Benefits <sup>3, 14, 15</sup>

1. All forty (40) hour work week employees:
  - a) At the end of each complete calendar month the amount of eight (8) hours is credited to the employee. No credit is given for the first month of employment if it is less than fifteen (15) days. If fifteen (15) days or more, it shall be considered a complete month. An employee will not earn sick leave credit in any one (1) month during which sixteen (16) or more calendar days (or 128 hours) of sick leave, with or without pay, have been approved.
2. ~~All fifty six (56) hour or Fire Department employees:~~

<del>Continuous Service</del>	<del>Work Day</del>	<del>Shift Personnel</del>
<del>Per Month</del>	<del>4</del>	<del>1st Month - 1 Shift = 24 hours</del>
<del>Per Year</del>	<del>12</del>	<del>6 Months - 2 Shifts = 48 hours</del>
<del>Maximum</del>	<del>No Limit</del>	<del>*Each 3 Mths - 1 Shift = 96 hours</del>

~~\*Totals same per year as 40 hour personnel @ 96 hours~~

- ~~2.3.~~ All employees are permitted to participate in a stickily anonymous and voluntary program, whereby an employee, in non-job related or worker's compensation sick leave, may contribute his or her accrued sick leave time, as calculated above to an account for other employees to draw upon in time of dire need, subject to the following conditions:
  - a) The intent of the program is that sick leave is to be drawn for use by fellow employees only in cases of extreme need and is not to be used for non- serious illness or injury.
  - b) The donated sick or annual leave time of an employee shall be monitored by the **Human Resources staff** ~~Personnel Administrator~~, who shall receive all requests to donate time. The Department Head shall receive the employee's request to use the donated time, and to determine the eligibility of the requesting employee for such request, and that the stated need to participate is legitimate.
  - c) No employee may donate accrued sick or annual leave time unless the donating employee retains a minimum of 60 hours of accrued sick or annual leave time in their own account after the contribution.
  - d) No employee may draw upon and use contributed leave time unless the requesting employee has zero hours remaining in their accrued sick and annual leave account.
  - e) At any time that a request for use of donated leave is requested, the Department Head shall take the request to **the Human Resources staff** ~~Personnel Administrator~~ to distribute to all department employees and determine which employees, if any, is willing to contribute accrued sick and/or annual leave, and in what amount. When the total number of contributing employees is determined, the requested hours shall be broken down to each individual account to reach the needed hours for the requesting employee.

- f) Each contributing employee shall sign a form designating the number of sick and/or annual leave hours he/she is donating and such hours there upon shall be transferred from the contributors leave account to that of the requesting employee, per pay week as needed.
- g) In the event of prolonged and exceptional need by an employee, the request for hours and donation of same by fellow employees may be repeated as necessary so long as the employees are eligible to participate.
- h) As this is a voluntary program, no employee shall possess any vested right or obligation to participate in the program, and the decision of the Department Head as to eligibility and need to shall be final.
- i) In the event the requesting employee should return to work sooner than expected, any unused contributed time shall be transferred back to the donating employee's account.

### **Requests, Approvals and Proof**

The employee shall request paid sick leave in writing prior to the need for time off unless an emergency has occurred which makes absence necessary, then the employee shall promptly notify the Supervisor or the Department Head within two (2) hours of reporting time or comply with Departmental rules in those sections essential to the functions of the City.

The employee will submit a Sick Leave Request Form immediately upon returning to duty. A Sick Leave Request Form, properly completed and signed by the employee and with written approval by signature of the Department Head is required before payment for sick leave is made. The Department Head may require medical evidence, or proof of need. Failure to provide the requested evidence shall result in the leave being classified as unpaid personal leave.

Each Department Head has authority to investigate sick leave requests, disallow payment, and execute disciplinary action including discharge for improper claims or dishonesty.

An employee should request annual leave or unpaid leave when all accrued sick leave has been used. If the employee has no annual leave time, then sick leave without pay must be requested.

### **Payment for Unused Sick Leave** <sup>10, 11, 15</sup>

An employee is eligible for payment of unused sick leave upon either of the following:

1. Ten (10) years or more continuous service upon leaving the City employment in good standing (is not discharged for cause).
2. Death of employee who has ten (10) years or more of continuous service.
3. Normal Retirement as provided by City Pension Ordinance.

A conversion rate of fifty percent (50%) will be applied to the employee's unused sick leave balance in determining the payment amount due.

Upon separation from employment with the City, authorized and accumulated sick leave shall be withheld from the final paycheck of the employee by the Human Resources staff and/or Finance Director, and deposited for the employee or beneficiary's benefit with The Standard, or such other entity that provides such services, as approved by the City Council, to be administered, and distributed, as set forth in the Special Pay Plan approved and on file within the City of Okeechobee.

For those employees enrolled in the D.R.O.P. Program, upon entry into that deferred retirement program the City shall commence to annually withhold and divert 10 percent of the employee's annual sick leave into the Special Pay Plan Account until termination of the D.R.O.P. enrollment.

## **CIVIL LEAVE**

An employee will receive full pay for appearance in court either for jury duty or as a witness subpoenaed by the government, public body, or Commission, except in any private litigation. Any employee so summoned shall report for work when excused by the court after less than a full day's service. Requests with proper documentation should be submitted as soon as notice is received from the court.

## **FUNERAL LEAVE**

An employee who has a death in the immediate family is permitted paid leave for a maximum of five (5) days.

- 1. For the purpose of funeral leave, immediate family is defined as the: Employee's spouse. Employee's or spouse's: Children, Siblings, Parents, Grandparents, Grandchildren, Guardians of either, and Wards.**

Any additional leave, beyond that provided above shall be considered administrative leave without pay or as annual leave with pay. Evidence of death and funeral attendance may be required from the employee by the Department Head.

## **VOTING**

All employees will be given time off with pay in order to vote in elections.

## **EDUCATION OR TRAINING LEAVE**

Leave with pay may at the discretion of the Department Head be granted to an employee for job-related training seminars, conferences, or conventions of short duration. Governmental certification examinations for job related purposes are also permitted. The purpose of the education or training must have a direct relationship to the activities or programs of the City.

## **PERSONAL UNPAID LEAVE <sup>15</sup>**

An employee may request leave in advance without pay if it is necessary for personal reasons to be absent. It requires the approval of the Department Head. A maximum of two (2) weeks is permitted per calendar year. A request for over two (2) weeks with a maximum of one (1) year requires the approval of the City Council.

The accrued sick leave at the time shall be reinstated when the employee returns to duty. No benefits are accrued while the employee is on leave without pay.



Employee must pay insurance premiums directly to the **Human Resources Office Finance Department** by the 10th of each month to maintain coverage while on personal unpaid leave. Failure of payment may result in termination of insurance coverage pursuant to the FMLA.

### ***ADMINISTRATIVE LEAVE (PAID)***

Additional time off with pay may be granted to an employee under certain circumstances with the approval of the Department Head for such things as extended funeral leave and certain other emergencies.

### ***MILITARY LEAVE (PAID AND UNPAID) 15***

#### **Annual Military Training Leave 15**

Regular full-time employees are entitled to military paid leave upon presenting proper orders calling the employee to temporary active duty for training purposes with a reserve unit of the United States Military or a National Guard Unit for a period not exceeding seventeen (17) consecutive calendar days in any one (1) calendar year.

A copy of the orders or a statement from the appropriate Military Commander must be attached to the **Personnel Leave of Absence** Form requesting military leave and must be submitted at least ten (10) days in advance.

#### **Induction Examination**

An employee shall be granted leave with pay for the pre-induction physical examination required by the military services.

#### **Military Service**

Leaves of absence without pay for full time or reserve duty in the United States Armed Forces are granted to all employees. Employees who are called to active military duty or to reserve or National Guard training, or employees who volunteer for such training or duty, should submit copies of their military orders to their Department Head as soon as practicable. Employees will be granted a military leave of absence for the entire period of military service in accordance with applicable law. Employees returning from military leaves are eligible for reinstatement in accordance with applicable law.

## **LEAVE REQUESTS**

Forms are provided for the reporting of time taken off from work, either with or without pay. This includes funeral leave, administrative leave, annual leave, sick leave, and military leave. Before any leave time can be paid, a completed request, signed by the Employee, Supervisor and approved by the Department Head, is required.

## **FAMILY AND MEDICAL LEAVE ACT OF 1993 CITY POLICY 15**

1. **General Purpose** - This policy establishes the rights and obligations of the City and its employees

with respect to leave necessary for the medical care of employees and their families.

2. **Qualification for Leave** - Employees must have been employed for at least twelve (12) months and have worked at least one thousand, two hundred fifty (1,250) hours in the year preceding the date the employee seeks to start the leave.
3. **Available Leave** - Eligible employees are entitled to take up to twelve (12) weeks leave during the twelve (12) months of the fiscal year (October 1st and ending September 30th) for the following purposes:
  - a. **Child Care:** Leave may be taken because of the birth, adoption, or foster-care placement of a child.
    - (1) Childcare leave must be concluded within twelve (12) months from the date of the birth, adoption, or foster-care placement.
    - (2) Parents who are both employees of the City and who are eligible to take leave are entitled to take a combined twelve (12) weeks of leave for childcare purposes under this paragraph.
    - (3) Employees who anticipate taking leave under this paragraph are required to provide notice of their intent at least thirty (30) days prior to the date leave is anticipated to begin, or such notice as is practicable if leave becomes necessary before such thirty (30) day notice may be given.
  - b. **Family Care:** Leave may be taken to care for a son, daughter, spouse, or parent who has a serious health condition.
    - (1) A serious health condition is one that involves inpatient care in a hospital, hospice, or residential medical care facility, including any period of incapacity or a subsequent treatment in connection with or consequence to such inpatient care.

A period of incapacity of more than three (3) consecutive calendar days that also involves:

      - a. Treatment two (2) or more times by a health care provider; or
      - b. Treatment by a health care provider on at least one occasion which results in a regimen of continuing treatment under the supervision of a health care provider;

Any period of incapacity due to pregnancy, or for prenatal care. A chronic condition which:

      - a. Requires periodic visits for treatment by a health care provider or a nurse or physician's assistant who is supervised by a health care provider;
      - b. Continues over an extended period of time; and
      - c. May cause episodic rather than a continuing period of incapacity.

A period of incapacity which is permanent or long term due to a condition for which treatment may not be effective (e.g., Alzheimer's disease).

Any period of absence to receive multiple treatments by a health care provider or provider of health care services under orders of, or on referral by, a health care provider, either for restorative surgery after an accident or other injury or for a condition that would likely result in the period of incapacity of more than three (3) consecutive calendar days in the absence of medical intervention or treatment.
    - (2) Employee requesting leave under this paragraph must present a certification from a health care provider containing the date on which the serious health condition commenced, the probable duration of the condition, the appropriate medical facts regarding the condition, a statement that the employee is needed to care for the family member, and an estimate of the amount of time such care will be required.

- (3) Employees taking leave under this paragraph may take the leave intermittently upon production of a health care provider's certification that the intermittent leave is necessary for or will assist the care of the family member and that provides the dates and duration any treatment and leave is expected. Employees using leave on an intermittent basis must try to schedule the leave to minimize disruption of normal operations. An employee may be reassigned to an alternative position, with equivalent pay and benefits, that better accommodates the recurring periods of leave.
    - (4) Employees who anticipate taking leave under this paragraph are required to provide notice of their intent at least thirty (30) days prior to the date leave is anticipated to begin, or such notice as is practicable if leave becomes necessary before such thirty (30) days notice may be given.
  - c. **Self-Care:** Leave may be taken when the employee is unable to perform the essential functions of the position that the employee holds.
    - (1) Employees seeking leave for self-care must have a serious health condition, as defined by paragraph 3b(1), above.
    - (2) Employees requesting leave under this paragraph must provide certification from a health care provider containing the date the serious health condition commenced, the probable duration of the condition, the appropriate medical facts regarding the condition, and a statement that the employee is unable to perform the essential functions of the position. Employees seeking the certification must provide the health care provider with the department's written job description and/or list of essential functions of the position.
    - (3) Employees taking leave under this paragraph may take the leave intermittently upon production of a health care provider's certification that the intermittent leave is medically necessary and the expected duration of the leave. Employees who elect to use the available leave on an intermittent basis must try to schedule the leave to minimize disruption to normal operations. An employee may be reassigned to an alternative position with equivalent pay and benefits that better accommodates the recurring periods of leave.
    - (4) Employees who anticipate taking leave under this paragraph are required to provide notice of their intent at least thirty (30) days prior to the date leave is anticipated to begin, or such notice as is practicable if leave becomes necessary before such thirty (30) day notice may be given.
  - d. **Failure to Provide Required Certifications:** Failure to provide the certifications required under this paragraph may result in a delay or postponement of leave.
- 4. **Use of Accrued Paid Leave** - Eligible employees will be required to use accrued paid leave before unpaid leave is taken.
  - a. **Child or Family Care:** Employees taking leave upon the birth, adoption or placement of a foster child under paragraph 3a, above, or for the care of a son, daughter, spouse, or parent under paragraph 3b, above, must use accrued annual, personal or family leave (if applicable) prior to taking unpaid leave.
  - b. **Self-Care:** Employees unable to perform the essential functions of their job and who take leave under paragraph 3c, above, must use accrued annual, personal, and sick leave prior to taking unpaid leave.
- 5. **Benefits While on Leave** - During any period of leave under this policy, an employee's group health insurance coverage will be maintained at the same level and under the same conditions as before the leave began.

- a. Employees who normally make a contribution toward their health insurance coverage must continue to do so. If on paid leave, the employee's contribution will be collected in the same manner as if the employee were reporting to work. During periods of unpaid leave, the employee must arrange with the payroll office, prior to commencement of the leave, for payment of the employee's share of the premium.
  - b. An employee who does not return to duty from unpaid leave under this policy for at least thirty (30) calendar days will be liable for the department's group health insurance premium contribution and any part of the employee's share paid by the department, unless the failure to return to duty is caused by continuation, recurrence, or onset of a serious health condition that would entitle the employee to leave under this policy or for circumstances beyond the employee's control. Where recovery of premiums is permitted, the department shall be entitled to set off the amount against any final pay or monetary benefit to which the employee would otherwise be entitled.
6. **Return to Duty** - Upon return to duty, an employee is entitled to restoration to the former position or an equivalent position with equivalent pay and benefits.
- a. An employee who has taken leave for self-care under paragraph 3c, above, will be required to present a certification of fitness for duty from a health care provider prior to commencement of work. Failure to provide the certification may cause denial of reinstatement

NOTE: Forms for certification of physician or practitioner are available in the Human Resources City Clerk's Office.

This is a medical leave provision that is not the same as Personal Unpaid Leave.

# **CHAPTER 5**

## **HOURS, PAY, AND SAFETY <sup>14</sup>**

### **WORKWEEK AND ATTENDANCE <sup>14</sup>**

The standard work week is Friday 0001 a.m. through Thursday 1200 p.m. except for the Police Department which is: Sunday 0001 a.m. through Saturday 1200 p.m. Daily on-time appearance for work is expected of all employees. The City is obligated to serve its residents with varied essential services and to function efficiently requires all its employees. When you do not report for work someone else must pick up the workload or services will be delayed or affected. Any employee who is habitually late or absent will be subject to discipline, up to and including discharge.

### **MEALS AND BREAKS**

Employees are permitted two (2) fifteen (15) minute paid work breaks per day. This break time may not be "saved" or accumulated to allow more time away at meals or an early departure from work. Breaks are subject to the Department workload and the delivery of services. Mealtime, without pay, will be scheduled by the Department Heads.

### **TIME KEEPING AND REPORTING**

Federal Regulations require that individual time records be kept. All employees, except Department Heads, are to sign and submit a time sheet or card for the pay period. This records hours worked, authorized paid or unpaid leave time and unauthorized absences. Each Department Head or designee certifies that the employee's time report is correct. Where used, timecards should be punched within five (5) minutes of shift, beginning or end.

### **SAFETY, INJURIES, ACCIDENTS**

The health and wellbeing of each employee is important. No one should attempt to operate power tools or equipment which he/she has not been trained to use. This is a major cause of injury and accident. Daily use of safety devices is required. The City furnishes necessary safety items such as shields, goggles and hard hats. Prompt medical care is given whenever an injury occurs at no cost to the employee. All injuries, property damage or near accidents must be reported at once to your Supervisor so that corrective actions may be taken and other employees are protected.

### **OVERTIME WORK AND PAY <sup>14</sup>**

The workload of each Department varies, but all have exceptional work requirements occasionally. When this happens, any employee may be required to work overtime. Each Department Head decides when

overtime is necessary and who shall work. No non-exempt employee is to work overtime without prior approval. The rate of one and a half (1½) times a non-exempt employee's regular rate will be paid for all hours worked over forty (40) hours per week ~~except for the Fire Department~~, and with the exception of Department Heads who are not paid overtime. Paid leave time is not included as work hours. An employee is assured of overtime pay, or may request compensatory time off.

### **Emergency Call to Duty**

Due to an emergency, an employee may be called in when not scheduled to work. Any non- exempt employee thus called in shall be paid at least two (2) hours at one and a half (1½) times the regular hourly rate of pay.

Sick leave and compensatory time cannot be used in order to be paid overtime.

### **Compensatory Time Off**

This is subject to provisions allowed under Federal Wage and Hour Laws and when appropriate, approval by the Department Head is granted on a one to one ratio (1:1) to overtime hours worked. Overtime hours are always reported on the employee time form and if compensatory time is to be taken instead of overtime pay, it will be recorded as such.

1. For every hour worked an employee is eligible to receive one and a half (1½) hours compensatory time up to a maximum of forty (40) hours.
2. Compensatory time must be taken within thirty (30) days of the date it is earned.

## **DISASTER EMERGENCIES**

When a local disaster situation occurs, all City employees of all departments are expected to report to work and help wherever necessary to maintain the essential services and assist the residents of Okeechobee. As a public servant, the safety and well being of the people is your responsibility and, in an emergency, total cooperation and dedication to duty is expected.

## **FALSIFICATION OF RECORDS**

No employee is to sign another employee's time record, leave request, or any other personnel action form, participate in any attempt to falsely record or report time worked or allow any other person to sign any personnel action form for himself or herself. Any employee who has knowledge of any falsification and does not report it, is a participant. The penalties for a violation of this personnel rule include discharge from service.



# CHAPTER 6

## RULES FOR EMPLOYEES

### GENERAL WORK

Each Department of the City has work rules which are in addition to those in this Handbook. Due to the varied functions and size of the departments, these rules will vary, however, there are some general rules:

1. Courteous relationships with other employees and the public are expected at all times, in all places.
2. Personal activities such as visitors, phone calls or conversations should be kept to a minimum and City operations conducted in a business-like manner.
3. Reporting of lateness, absences, requests for leave and other internal items should be done in advance or as promptly as possible. This helps the scheduling of work and the performance of services.
4. Personal appearance and hygiene are the responsibility of each individual and are particularly important when dealing with the public. Employees are expected to observe the community standard of dress, appearance, and hygiene.
5. Vehicle and equipment operators are usually under direct observation by residents and should avoid practices that create an impression of discourtesy or recklessness.
6. All employees are subject to approach by persons desiring information, opinions, or names concerning City affairs, controversial events or possibly confidential materials. These requests should be referred to the Department Head for handling and the circulation of rumors, gossip, half-truths or mistaken opinions avoided.
7. Safety rules should be followed, common sense used, and any hazardous conditions or places reported at once.
8. Expendable supplies and energy are increasingly expensive. Everyone is expected to make full use of supplies, make efficient use of fuel and electricity, and conserve when possible.

### CONDUCT AND ETHICAL BEHAVIOR <sup>14</sup>

All employees are public servants and are subject to certain Florida Statutes and Policy decisions of the City Council. These are all to protect the interests of the general public and assure the City residents that the public's business will be carried out properly without favoritism to individuals or factions. These rules are called: "**Standards of Conduct and Ethics**"

#### **Financial Interest**

No employee shall have any interest, financial or otherwise, direct or indirect; engage in any business

transaction or professional activity; or incur any obligation of any nature which is in substantial conflict with the proper discharge of his or her duties in the public interest.

### **Gratuities**

No employee shall solicit or accept anything of value, regardless of its nature, in connection with City employment, from any person, partnership, corporation or other entity, with the expectation or understanding that preferential treatment will result or that may tend to influence the employee in the performance of duties.

### **Payment from Other Public Funds**

No employee will receive payment for services from any other public or private organization receiving local, state or federal financial support without Department Head approval.

### **Use of Government Property**

No employee shall use or allow the use of public property of any kind for other than officially approved activities.

### **Use of Government Information**

No employee shall use or allow the use of official information gained through employment, which has not been made available to the general public, for furthering a private interest of any sort.

### **Civil Disorders**

No employee shall participate in riot or civil disorder.

### **General Conduct**

No employee shall engage in criminal, infamous, dishonest, immoral, or other conduct injurious or prejudicial to the City, the public interest, the work force, or the general public. Those employees in positions of public trust or who handle information of a sensitive or confidential nature are expected to exercise integrity and discretion.

### **Gambling**

No employee shall participate in any gambling activity of any kind while on duty or while on City-owned property.

### **Distribution or Solicitation** <sup>14</sup>

The distribution of literature during working hours in areas where the actual work of employees is performed, such as offices, warehouses, police stations, ~~fire stations~~, and any similar public installations is prohibited. Moreover, the soliciting of public employees during the working hours of the employee who is involved in the soliciting is prohibited.

## **POLITICAL ACTIVITY**

All City employees are permitted to hold membership in and support a political party, or maintain neutrality. Outside work hours and away from City property, employees may take an active role by attending meetings, supporting candidates, and working in campaigns.

## **OUTSIDE EMPLOYMENT ACTIVITY**

Employees are hired with the expectation that the City will receive full faith and effort and that outside work or other activities will not interfere with work performance, cause a possible conflict of interest, or reflect unfavorably on the City due to the nature of the activity. An employee considering outside profit-making activity of any sort is to first secure the approval of the Department Head. Approval may be withdrawn if there is an unfavorable impact on work performance.

# CHAPTER 7

## EMPLOYEE RELATIONS <sup>14, 15</sup>

### ADVANCEMENT AND TRANSFER

The City benefits by encouraging employees to train and qualify for better positions in the service. Efforts will be made to work with those individuals who express an interest and desire to improve work related job skills. Whenever possible a present employee will be promoted rather than hire a new person.

### SEPARATION PROCEDURE <sup>15</sup>

Upon separation of an employee and before the final paycheck is released by Human Resources ~~the Finance Director~~, the Department Head shall reclaim and account for all City property, of any nature, in the care, custody or possession of the employee. Any amounts owed the City by the employee shall be deducted from final compensation or other appropriate action taken. An exit interview may be performed by Human Resources ~~the Personnel Administrator~~.

### GRIEVANCE PROCEDURES <sup>14, 15</sup>

#### Policy

It is the intent and policy of the City to provide individual employees a means of assuring fair and equitable treatment in all matters related to their employment with the City. For this purpose an independent, impartial review process is established to investigate and resolve complaints, grievances, discrimination claims or other matters related to personnel practices. Human Resources staff ~~The Personnel Administrator~~ will be the coordinator of the Grievance Committee.

#### Grievance Committee <sup>14</sup>

**Intent** - The Committee is established to provide a means for the City employees to be heard by an impartial, independent group which will serve as a mediator in the interpretation and enforcement of City personnel policies and practices.

**Composition** - There shall be three members of the Committee. One regular and one alternate member from the Police Department; one regular and one alternate from the Departments of Finance, Administration, General Services, and Public Works; and one regular and one alternate member from the City Clerk's Office. They shall be appointed by the City Council.

**Term** - Members serve for a term of two years and may be reappointed by the City Council without time limit.

**Replacement** - Should any Committee member be absent from two or more meetings in one year without good cause the Chairperson has the authority to request the appointing City Council to name a replacement for the remainder of the term.

**Organization** - The Committee members shall elect a Chairperson and Secretary from its members by a majority vote.

**Chairperson** - The Chairperson shall have authority as follows:

- a) If Chairperson is from the same Department as the aggrieved employee, the Chairperson is to step down and the Committee will elect a Chairperson by majority vote of the Committee.
- b) Establish the time and place of meetings.
- c) Preside at the meetings, decide procedural questions and maintain orderly conduct of hearings.
- d) Approve and sign meeting minutes, hearing recommendations and reports.
- e) Act to assure the integrity and impartial nature of the Committee.
- f) Exercise voting rights in all matters.
- g) Disqualify Committee members for cause from hearing a specific employee appeal.

**Secretary** - The secretary shall keep minutes and records of the Committee, record votes, dissenting opinions (when so requested) and prepare the written recommendations of the Committee.

**Publication** - The names of Committee members shall be distributed to the City workforce and posted on the employee bulletin board.

**Compensation** - All Committee members shall serve without compensation. City employees shall receive normal pay and not be penalized due to Committee activities or meetings during their regularly scheduled work hours.

**Meetings** - Shall be held when required and reasonable notice shall be given to the members and participants. A called meeting shall be held at the request of three Committee members with reasonable notice to be given to all City employees and the other members of the Committee.

**Rules of Order** - Roberts Rules of Order shall be used as the procedural guide in Committee meetings and hearings.

**Quorum** - A quorum shall consist of two members present and voting. No meeting shall be held unless a quorum is present.

**Decisions** - All Committee recommendations or decisions shall require a majority of the members present and voting.

**Voting** - All voting shall be by roll call and rotating alphabetical order among the Committee members.

**Committee Expenses** - The Committee, by majority vote, may request the services of the City Attorney or recommend expenditures. Expenditures require the written approval of the City Administrator.

**Disqualification** -

- a) The Chairperson shall, prior to a hearing, permit challenges from the parties involved concerning the impartial position of any member due to work or personal relationship with the parties to the appeal. The other members shall vote to uphold or reject the challenge.
- b) A Committee member may ask to be excused from hearing a specific action if it is felt that prior opinion, knowledge, or relationships might jeopardize the impartial requirements of the

- Committee decision.
- c) The Chairperson may disqualify a Committee member for cause.

### **Employee Review Requests**

1. The employee is to discuss the complaint with his/her immediate Supervisor within seven (7) calendar days after being made aware of a cause for complaint. The immediate Supervisor shall orally respond to the employee within four (4) calendar days.
2. The employee, if dissatisfied, may appeal the decision of the Supervisor to the Department Head. The employee shall directly inform the Department Head within three (3) calendar days that a review of the complaint is requested. The Department Head shall meet with the employee within seven (7) calendar days of the review request. The review meeting shall be informal and a sincere attempt made to resolve the situation by the Department Head who shall fully investigate the allegations and hold more than one meeting if necessary. At the conclusion of the review the Department Head shall:
  - a) Prepare a written statement of the employee's complaint which is to be read, approved as correct, and signed by the employee.
  - b) Prepare a written response and signed decision concerning the complaint.
  - c) Distribute copies of the statement and response to the employee, keeping one copy.
  - d) These forms and decisions shall be delivered within seven (7) calendar days of the review meeting between the employee and the Department Head.

### **Grievance Appeal**

Should the employee be dissatisfied with the decision of the Department Head, an appeal may be filed in writing within five (5) calendar days to his/her Departmental Representative that serves on the Grievance Committee, requesting a review of the matter. The Representative shall within seven (7) calendar days notify the Grievance Committee Chairperson with a written statement and request an appeal hearing be set.

### **Hearing Procedures**

The Grievance Committee Chairperson shall set an appeal hearing within thirty (30) calendar days after receiving notice of the employee's appeal from the Departmental representative. The Grievance Committee shall conduct its hearings in an informal, orderly manner compatible with the intent of an impartial, objective proceeding to determine the facts and assure a fair decision. Both the employee and the City may present witnesses and introduce exhibits and other evidence. The Department Head shall personally appear and participate if necessary. The City shall tape record the proceedings, but any additional record shall be the responsibility of the employee.

### **Committee Authority**

The Committee shall have the right to determine the admission of evidence, question and re-examine participants and witnesses, be represented by legal counsel, subpoena witnesses and documents and administer oaths. The Chairperson of the Committee shall preside over the hearing and establish procedures for an orderly meeting. All persons testifying shall be administered an oath and be subject to cross-examination.

### **Failure to Appear**

Should either the aggrieved employee or the Department Head, after due notice, fail to appear at the hearing, the Committee has the authority to decide which of the following actions to take:



- a) Hold the hearing and render a recommendation.
- b) Request a written statement from the absent party or parties and reschedule the hearing for a later date when all parties can be present.

### **Committee Recommendation**

The Grievance Committee may uphold the position of either party, either in whole or in part, recommend modified actions, or other solutions to resolve the situation equitably and fairly. Should the Committee recommendation reverse or reduce the disciplinary action previously imposed which resulted in reduced salary compensation to the aggrieved employee, the Committee may recommend that the aggrieved employee receive a compensation adjustment up and to the gross salary. The Grievance Committee shall make its report and recommendations to the Department Head. Recommendations of the Committee shall be written, signed by the Chairperson, and delivered within seven (7) calendar days to the participants. The Department Head shall accept, reject, or modify the recommendations of the Grievance Committee within seven (7) working days.

### **City Council Appeal** <sup>15</sup>

Should either the aggrieved employee or the Department Head not accept the decision of the Grievance Committee they may then appeal to the City Council. The party appealing shall file written notice with **Human Resources staff** ~~the Personnel Administrator~~ within seven (7) calendar days of receiving the findings of the Department Head, and request a hearing. The City Council shall hold a hearing not later than twenty (20) calendar days after receiving the appeal. The Council may confirm, modify, amend or reverse the recommendation of the Department Head. The decision shall be in writing and delivered to the parties within seven (7) calendar days of the hearing. The decision of the Council shall be final.

## **TYPES OF SEPARATIONS**

Separations from service are categorized as:

### **Resignation**

Two calendar weeks notice must be given by the employee for classification as resignation in good standing with retention of the re-employment privilege.

### **Layoff**

A reduction in work force is an involuntary separation, not involving misconduct, inefficiency, or other delinquency. The employee is given two weeks notice or two weeks severance pay in lieu of notice. Layoffs will generally be in reverse seniority sequence within each job classification after temporary and probationary employees are separated. Employees will be recalled in seniority sequence, depending on classification vacancies and length of service.

### **Loss of Job Requirements**

An employee who is unable to perform the job adequately, due to loss of license, bond, or other requirement may be separated by layoff, transferred to other duties or demoted.

### **Disability**

The City will first attempt to reasonably accommodate a disabled employee, then require extended leave without pay or layoff.

### **Death**

An employee's spouse, next of kin, or estate receives all monies and other benefits due to the deceased.

### **Retirement**

The employee will receive all accumulated vacation leave and other benefits for which payment is due.

### **Police Officers, Sworn Personnel**

A separate procedure has been established under Police Officers Bill of Rights, Florida Statutes 112 and will govern disciplinary action procedures concerning Police Officers, excluding the Police Chief.

## **WORK RULES**

In order to provide general guidance to our employees, the City has established certain work rules in the form of a list of prohibited conduct. Engaging in any of the following will result in disciplinary action up to, and including, immediate discharge:

1. Use, possession, sale, purchase or being under the influence of alcoholic beverages, intoxicating drugs, or other intoxicants at any time, on City premises or while on City paid time.
2. Theft, embezzlement, fraud or unauthorized possession of the City's or an employee's property.
3. Carrying or having possession of weapons or explosives (on your person or on the premises).
4. Personal acceptance of a fee, gift, or other valuable item from others doing business with the City.
5. Being convicted of a felony or misdemeanor involving turpitude (shameful act or baseness).
6. Horseplay or other disorderly conduct.
7. Intentionally destroying or damaging City property.
8. Falsification of City records including, but not limited to, the employment application, time records, forms, reports, or any other documents required by the City.
9. Non-compliance with or disregard for safety rules and/or practices or engaging in any conduct that is unsafe in nature.
10. Being absent from work without permission, coming to work late, abuse of sick leave, or leaving the premises without permission.
11. Threatening, intimidating, coercing, interfering, harassing, using abusive language towards anyone (i.e., the public, co-workers, supervisors, etc.) or other conduct unbecoming a City employee.
12. Failure to get along with fellow employees to the extent that work being performed is hindered or below required standards.
13. Incompetence, failure to perform assigned work in an efficient manner, or performance which, in the City's opinion, does not meet the requirements of the position.
14. Use of City material, time, or equipment for the manufacture or production of an article for unauthorized purposes or for personal use, or being wasteful of City materials, property, or working time.
15. Smoking in restricted areas.
16. Insubordination or refusal to comply with instructions or failure to perform duties to which assigned.
17. Sleeping on the job.
18. Violation of the provisions of these rules or any rules, regulations and policies prescribed by the City or department head.
19. Any action or inaction which is a hindrance to the effective performance of City functions or reflects discredit upon the City.
20. Engaging in such other practices which may be inconsistent with the ordinary and reasonable rules of conduct necessary to the welfare of the City, employees, and other citizens.

21. The harassment of any employee due to membership in any protected class, i.e., sex, race, color, national origin, age, religion, disability, etc.
22. Verbal, written and/or physical assaults.

**Please note:** This list is not all-inclusive and other behavior may subject employees to disciplinary action up to and including immediate termination.

## **DISCIPLINARY ACTIONS**

The City expects employees to perform their assigned duties at or above satisfactory levels; to follow accepted standards of workplace behavior; and to comply strictly with all laws, rules, and regulations. The purpose of disciplinary action is to correct problem situations, provide an atmosphere in which the employee can learn from past mistakes, and minimize the employee's loss of dignity and self-esteem.

The types of disciplinary action are outlined below. Disciplinary actions are not necessarily sequential. Disciplinary action includes, but is not necessarily limited to:

- Informal Counseling
- Written Warning
- Suspension
- Termination

### **1. Informal Counseling**

The Supervisor or Department Head will counsel the employee privately on an informal basis. The seriousness of the problem and the possible consequences if the employee does not correct the problem will be explained. The specific policies or procedures which apply to the situation will be reviewed.

### **2. Written Warning**

For repeated or serious problems, either performance or conduct, the supervisor will formally counsel the employee and issue a written warning explaining the nature of the problems and what the employee must do to correct it. This session will be documented and signed by the employee, supervisor and/or Department Head. This warning will include a description of more serious forms of discipline, including suspension and termination, that may occur if the problem is not resolved.

### **3. Suspension**

The Department Head, or his/her designee, may suspend an employee for a specified number of days depending on the seriousness of the situation. The suspension notice will include a final warning indicating that termination will be the next step in the process.

At the discretion of the Department Head or his/her designee, the employee may be given a Corrective Performance Plan instead of being suspended. The Corrective Performance Plan is a final resolution attempt to correct a performance or conduct problem. Failure to achieve the specified results within the specified time frame will result in termination.

### **4. Termination**

The Department Head, or his/her designee, reserves the right to discharge an employee for just cause. The City's right to discharge shall be deemed to include the right to suspend without pay, demote, or otherwise discipline an employee in lieu of discharge.

**THE EMPLOYEE HANDBOOK WAS PREPARED BY:**  
**THE CITY OF OKEECHOBEE**  
**AND IS SUBJECT TO PERIODIC REVIEW BY THE CITY COUNCIL**  
**AS TO AMENDMENTS WHEN NECESSARY FOR**  
**COMPLIANCE TO**  
**STATE, FEDERAL AND LOCAL LAW.**

Adopted: 1996-10-15

<sup>1</sup> Revised 1999-08-17, Ch 2 Hiring Process; Qualifications.

<sup>2</sup> Revised 2000-03-21, Ch 2 Hiring Process; Qualifications and Evaluation Period.

<sup>3</sup> Revised 2002-05-07, Ch 4 Sick Leave.

<sup>4</sup> Revised 2002-08-26, Ch 3 Paid Holidays.

<sup>5</sup> Revised 2003-07-15, Ch 2 Step Pay Plan.

<sup>6</sup> Revised 2004-10-19, Ch 3 Education Reimbursement.

<sup>7</sup> Revised 2006-02-21, Ch 2 Hiring Process; Qualifications.

<sup>8</sup> Revised 2007-04-17, Ch 3 457 Deferred Plan.

<sup>9</sup> Revised 2009-09-15, Ch 3 Paid Holidays.

<sup>10</sup> Revised 2016-07-19, Ch 3 Retirement Plan; Special Pay Plan. Ch 4 Annual Leave; Payment for Unused Annual Leave. Ch 4 Sick Leave; Payment for Unused Sick Leave.

<sup>11</sup> Revised 2016-08-16, Ch 3 Retirement Plan; Special Pay Plan. Ch 4 Annual Leave; Payment for Unused Annual Leave. Ch 4 Sick Leave; Payment for Unused Sick Leave.

<sup>12</sup> Revised 2017-10-17, Ch 2 Smoke-Free Policy.

<sup>13</sup> Revised 2018-05-01, Ch 2 Hiring Process; Qualifications.

<sup>14</sup> Revised 2023-04-04, Ch 1 General Information, City Departments. Ch 2 Employment, Application Policy. Ch 2 Employment, Types of Appointments, Excluded Positions. Ch 2 Employment, remove Step Pay Plan added in Revision 5. Ch 3 Employee Benefits; Paid Holidays; Alternatives. Ch 5 Hours, Pay, & Safety; Work week and Attendance. Ch 7 Employee Relations; Grievance Procedures; Grievance Committee Composition and Quorum. Remove references to Fire Department excluding the Retirement section.

<sup>15</sup> Revised 2024-02-06, Transferring Personnel Administrator, employee benefits, forms, applications, and workers compensation duties to Human Resources, and corrections to the Education Reimbursement section to match new Contract: Ch 1 General Information; Ch 2 Employment; Ch 3 Employee Benefits; Ch 4 Leave Benefits; Ch 7 Employee Relations.

## RESOLUTION NO. 2024-01

**A RESOLUTION OF THE CITY OF OKEECHOBEE, FLORIDA; PROVIDING FOR AMENDMENTS TO THE SUMMARY OF DUTIES FOR THE OFFICE OF THE CITY CLERK AS PROVIDED IN SECTION THREE OF RESOLUTION NO. 2022-11, TRANSFERRING THE DUTY OF PERSONNEL ADMINISTRATOR TO HUMAN RESOURCES; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, on December 20, 2022, the City Council of the City of Okeechobee, Florida ("City") adopted Resolution No. 2022-11, which outlined the duties and responsibilities of the Office of the City Clerk, including that of the Personnel Administrator; and

**WHEREAS**, it becomes necessary from time to time, for the City Council to amend various provisions and appointments. Due to amendments, additional requirements, and complexity of Federal and State laws regarding personnel and employment practices, the City Council approved within the Budget for Fiscal Year 2023-24, the proposed expenditures to add a position that would be dedicated to specifically oversee human resources/personnel matters for the City; and

**WHEREAS**, it is found to be in the best interests of the citizens of the City to create the Human Resources division under the Administration Department, and to transfer all personnel matters from the Office of the City Clerk to the Human Resources staff; and

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

**NOW, THEREFORE**, be it resolved before the City Council for 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. Recitals.** The foregoing "WHEREAS" clauses are ratified and confirmed as being true and correct and are made a specific part of this Resolution.

**Section 2. Amending a portion of Section 3, Duties and Responsibilities.**

That these paragraphs which provides the Duties and Responsibilities within Section 3 of Resolution No. 2022-11, be amended, removing the Personnel Administrator duties as follows:

- ~~Serves as the Personnel Administrator in order to implement and maintain the policy decision of the City Council related to Personnel Administration; oversees and monitors the employment practices to assure legal compliances and avoid situations and controversies that could be harmful to the City or employees; coordinates with Department Heads to maintain fair and consistent practices and employee treatment; assists with the creation, modification and maintaining the job descriptions for each department; oversee and coordinate the Grievance Committee.~~
- ~~For all City departments: this position processes applications for employment; oversees a portion of new hires onboarding; maintains personnel and medical files on employees; compiles, tracks, and maintains employees accrued leave benefits; oversees and maintains employee bulletin boards are maintained properly for required notices of Federal and State laws.~~

**Section 3. Conflicts.** All Resolution or parts of Resolutions in conflict herewith are hereby repealed.

**Section 4. Severability.** If any section, subsection, sentence, clause, phrase or portion of this Resolution, or application hereof, is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion or provision and such holding shall not affect the validity of the remaining portions or applications here.

**Section 5. Effective Date.** This Resolution shall take effect immediately upon adoption.

**INTRODUCED AND ADOPTED** in Regular Session this **6<sup>th</sup>** day of **February 2024**.

ATTEST:

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

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

**REVIEWED FOR LEGAL SUFFICIENCY:**

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



**GRANT AGREEMENT  
STATE OF FLORIDA  
DEPARTMENT OF COMMERCE**

**THIS GRANT AGREEMENT NUMBER HL208** ("Agreement") is made and entered into by and between the State of Florida, Department of Commerce ("Commerce"), and the City of Okeechobee ("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 2 and Exhibit 1 to Attachment 2: Audit Requirements
- Attachment 3: Audit Compliance Certification
- Attachment 4: Minority and Service-Disabled Veteran Business Enterprise Report
- Attachment 5: Total Compensation for Executive Leadership [if applicable]

**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; and

**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, 2025 (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 One Million, Two Hundred Thousand Dollars and Zero Cents (\$1,200,000.00) in consideration for Grantee's performance under this Agreement. Commerce shall not provide Grantee an advance of Award Funds under this Agreement. Any advance payment under this Agreement is subject to section 216.181(16), F.S. Travel expenses are not authorized under this Agreement. 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/EFT Section of the Division of Accounting and Auditing at (850) 413-5517. Once enrolled, invoice payments shall be made by EFT.

### D. MODIFICATION

If, in Commerce's sole and absolute determination, changes to this Agreement are necessitated by law or otherwise, Commerce may at any time, with written notice of all such changes to Grantee, modify this Agreement within its original scope and purpose. Grantee shall be responsible for any due diligence necessary to determine the impact of the modification. Any modification of this Agreement requested by Grantee must be in writing and duly signed by all Parties in order to be enforceable.

### E. AUDIT REQUIREMENTS AND COMPLIANCE

- 1. Florida Single Audit Act - Section 215.97, Florida Statutes ("F.S.").** Grantee shall comply with all applicable provisions of s. 215.97, F.S., 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 records 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. 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 Grantees use of Award Funds, and Grantee shall provide Commerce with copies of any records within 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 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 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 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**

Prior to execution of this Agreement, Grantee must disclose in a written statement to Commerce's Agreement Manager all prior or on-going civil or criminal litigation, investigations, arbitration or administrative proceedings (collectively "Proceedings") involving this Agreement. Thereafter, Grantee has a continuing duty to promptly disclose all Proceedings upon occurrence. This duty of disclosure applies to Grantee's or subcontractor's officers and directors when any Proceeding relates to the officer or director's business or financial activities. Details of settlements that are prevented from disclosure by the terms of the settlement may be annotated as such. Grantee shall promptly notify Commerce's Agreement Manager of any Proceeding relating to or affecting the Grantee's or subcontractor's business. If the existence of such Proceeding causes the State concern about Grantee's ability or willingness to perform the Agreement, then upon Commerce's request, Grantee shall provide to Commerce's Agreement Manager all reasonable assurances that: (i) Grantee will be able to perform the Agreement in accordance with its terms and conditions; and (ii) Grantee and/or its employees, agents, or subcontractor(s) have not and will not engage in conduct in performing services for Commerce which is similar in nature to the conduct alleged in such Proceeding.

#### **J. ADVERTISING AND SPONSORSHIP DISCLOSURE**

1. **Limitations on Advertising of Agreement.** Commerce does not endorse any Grantee, commodity, or service. 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 authorized distributors, dealers, resellers, or service representatives.
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 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. 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) 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 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 "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 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.

## L. 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.

## **M. 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 the responsible parent or guardian of the recipient when authorized by law.

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 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 affected persons is required by statute, Grantee shall provide that notification, but only after receipt of Commerce's written approval of the contents of the notice. Defined statutorily, 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.

#### **N. 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.

#### **O. 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 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.

#### **P. 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 nonconsumable 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.

#### **Q. REQUIREMENTS APPLICABLE TO THE PURCHASE OF OR IMPROVEMENTS TO REAL PROPERTY**

In accordance with s. 287.05805, F.S., if funding provided under this Agreement is used for the purchase of or improvements to real property, Grantee shall grant Commerce a security interest in the property in the amount of the funding provided by this Agreement for the purchase of or improvements to the real property for five years from the date of purchase or the completion of the improvements or as further required by law.

Upon the Expiration Date of the Agreement, Grantee shall be authorized to retain ownership of the improvements to real property set forth in this Agreement in accordance with the following: Grantee is authorized to retain ownership of the improvements to real property so long as: (1) Grantee is not sold, merged or acquired; (2) the real property subject to the improvements is owned by Grantee; and (3) the

real property subject to the improvements is used for the purposes provided in this Agreement. If within five years of the termination of this Agreement, Grantee is unable to satisfy the requirements stated in the immediately preceding sentence, Grantee shall notify Commerce in writing of the circumstances that will result in the deficiency upon learning of it, but no later than 30 calendar days prior to the deficiency occurring. In such event, Commerce shall have the right, within its sole discretion, to demand reimbursement of part or all of the funding provided to Grantee under this Agreement.

## **R. CONSTRUCTION AND INTERPRETATION**

The title, 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 "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.

## **S. CONFLICT OF INTEREST**

This Agreement is subject to chapter 112, F.S. Grantee shall disclose the name of any officer, director, employee, or other 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.

## **T. 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.

## **U. 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. In accordance with section 448.095, F.S., the State of Florida expressly 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.

#### **V. NOTIFICATION 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.

#### **W. 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.

#### **X. ASSIGNMENTS**

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*.

#### **Y. ENTIRE AGREEMENT; SEVERABILITY**

This Agreement, and the attachments and exhibits hereto, embodies 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. This Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute one and the same instrument. 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.

## **Z. 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, Grantee files with Commerce a petition for administrative hearing. Commerce's final order on the petition shall be final, subject to any right of Grantee to judicial review pursuant to chapter 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.

## **AA. INDEMNIFICATION**

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.

1. 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.
2. 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 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.

3. 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.
4. 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.

#### BB. CONTACT INFORMATION FOR GRANTEE AND COMMERCE CONTACTS

<b>Grantee's Payee:</b>	<b>Grantee's Agreement Manager:</b>
City of Okeechobee	Connie Vanassshe, Grantee Assistant
55 SE 3 <sup>rd</sup> Avenue	CAS Governmental Services, LLC
Okeechobee, FL 34974	Post Office Box 210623; Royal Palm Beach, FL 33421-0623
Phone: 863-763-3372	Phone: 516-512-0089
Email: ccvgovser@gmail.com	Email: ccvgovser@gmail.com

#### **Commerce's Agreement Manager:**

Bridgett Jackson  
 107 East Madison Street, B047  
 Tallahassee, Florida 32399  
 850-245-7459  
 850-245-7170  
 Bridgett.Jackson@commerce.fl.gov

#### CC. 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, if the sender on the same day sends a confirming copy of such notice by certified or registered mail; (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 third business day following the day on which the same is sent by certified or registered mail, postage prepaid, with return receipt.

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

IN WITNESS THEREOF, and in consideration of the mutual covenants set forth above and in all 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		CITY OF OKEECHOBEE	
By	_____ Signature	By	_____ Signature
Title	_____ J. Alex Kelly Secretary	Title	_____ Dowling R. Watford, Jr. Mayor
Date	_____	Date	_____

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: \_\_\_\_\_

Approved Date: \_\_\_\_\_

Attest:

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

Reviewed for Legal Sufficiency:

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

## ATTACHMENT 1 SCOPE OF WORK

- A. PROJECT DESCRIPTION:** For State Fiscal Year 2023-2024, the Florida Legislature appropriated One Million, Two Hundred Thousand Dollars and Zero Cents (\$1,200,000.00) in Specific Appropriation line 2341A, from the General Revenue Fund of the General Appropriation Act (“GAA”) to the City of Okeechobee (Grantee) for the Okeechobee City Hall Resiliency Hardening Improvements Project (Project).

Funding under this agreement will be used for renovations and repairs to City Hall, a 1926 facility located in Rural Area Opportunity. Renovation and repairs shall include but are not limited to replace doors and windows, roof replacement and structural strengthening. This project will address resiliency hardening and preservation of City Hall, with the goal of protecting the lives, health, and safety of City Hall employees, elected officials, and citizens.

- B. GRANTEE RESPONSIBILITIES** Grantee shall, in addition to all other requirements set forth in the Agreement and this Scope of Work, perform the following activities:

1. Complete renovation and repair activities of the Okeechobee City Hall to include but not limited to:
  - a. Design and Engineering Services
    - i. Submit to Commerce’s Agreement Manager a copy of the final Design, Engineering and Construction Plans for the Project.
    - ii. Permitting
  - b. Complete the following renovation and repair activities for the Project in accordance with final plans and budget to include but not limited to:
    - i. Doors and windows
    - ii. Stucco
    - iii. Porch
    - iv. Shutters
2. Provide Commerce copies of all contracts and subcontracts entered into in furtherance of the project, for which Grantee is seeking reimbursement under this Agreement. All such contracts and subcontracts must be procured in compliance with the Grantee’s policies and procedures, and with applicable law.
3. In performing under this Agreement, Grantee shall comply with all applicable laws, rules, and regulations, including but not limited to any applicable requirements of Chapter 255, Florida Statutes.

- C. COMMERCE’S RESPONSIBILITIES:** Commerce shall monitor progress, review reports, conduct site visits as determined necessary by Commerce, and process payments to Grantee.

- D. DELIVERABLES:** Grantee agrees to provide the following services as specified:

Deliverable No. 1 Renovation and Repairs of Okeechobee City Hall			
Tasks	Minimum Service	Level of	Financial Consequences

Grantee shall complete the renovation and repair activities for City Hall facility in accordance with Section B.1. of this Scope of Work.	Grantee may request reimbursement upon completion of a renovation and/or repair activity in accordance with Section B.1. of this Scope of Work in the following increments: 10%, 20%, 30%, 40%, 50%, 60%, 70%, 80%, 90%, and 100%, as evidenced by submission of the following documentation: a. Completed AIA Forms G702 and G703 or their substantive equivalents, signed by a licensed professional certifying to the percentage of Project completion; b. Photographs of Project in progress (if applicable); and c. Invoice package in accordance with Section 6 of this Scope of Work.	Failure to complete the Minimum Level of Service will result in non-payment.  Failure to complete construction of the project in accordance with Section B.1 of this Scope of Work during the Agreement Period shall result in a financial consequence of five percent (5%) of the total available under this deliverable (\$60,000.00).
		<b>Deliverable 1 - \$1,200,000.00</b>
<b>TOTAL AWARD NOT TO EXCEED: \$1,200,000.00</b>		

**A. REPORTING:**

1. Quarterly: Grantee shall provide a quarterly report listing all progress relating to the Deliverables in Section D. Quarterly reports are due to Commerce within 30 calendar days after the end of each quarter, until submission of the final invoice package. The ending dates for each quarter of the program year are September 30, December 31, March 31, and June 30. The quarterly report shall include a summary of project progress, indicating percentage of completion of each Deliverable, and all additional reports which are required pursuant to this Agreement, including but not limited to, reports documenting the positive return on investment to the State that results from Grantee's project and its use of Award Funds. The summary shall also include any issues or events occurring which affect the ability of the Grantee to meet the terms of this Agreement. **If all required reports and copies are not sent to Commerce or are not completed in a manner acceptable to Commerce, payments may be withheld until the reports are properly completed or otherwise allowable by law.**
2. Minority and Service-Disabled Veteran Business Enterprise Report: Grantee shall provide a Minority and Service-Disabled Veteran Business Enterprise Report (Attachment 4) with each invoice summarizing the participation of certified and non-certified minority and service-disabled veteran subcontractors and material suppliers for that period and the project to date. Grantee shall include the names, addresses, and dollar amount of each certified and non-certified Minority Business Enterprise and Service-Disabled Veteran Enterprise participant. Commerce's Minority Coordinator can be reached at (850) 245-7455 to answer concerns and questions.
3. Close-out Report: No later than 60 calendar days after the Agreement ends or is terminated, Grantee shall provide copies of all paid invoices to document completed work.

4. [If applicable] Annual Report: The Grantee shall submit an Annual Report (Attachment 5), including the most recent IRS Form 990, detailing the total compensation for the Grantee's executive leadership team(s). Total compensation shall include salary, bonuses, cash-in leave, cash equivalents, severance pay, retirement benefits, deferred compensation, real property gifts and any other payout. All compensation reports must indicate what percent of compensation comes directly from the State and/or Federal allocations. The annual report will be due to Commerce 30 calendar days after the submittal of the 990 form to the IRS. The Grantee must inform Commerce of any changes in total executive compensation between annual reports within 60 calendar days of the change

**B. INVOICE SUBMITTAL AND PAYMENT SCHEDULE:** Commerce shall pay Grantee in accordance with the following schedule in the amount identified per deliverable in Section D above. The deliverable amount specified does not establish the value of the deliverable. In accordance with the requirements of s. 215.971(1), F.S., and the **Audit Requirements and Compliance** section of this Agreement, Grantee and its subcontractors may only expend funding under this Agreement for allowable costs resulting from obligations incurred during the Agreement period.

1. Grantee shall provide no more than one invoice per month for all services rendered during the applicable period. Grantee shall submit invoices as set forth below to be eligible to receive and retain payment for the performance of duties and completion of deliverables set forth above. Grantee shall submit all documentation necessary to support Grantee's expenditures. Commerce may request any information from Grantee that Commerce deems necessary to verify that Grantee has performed the services for which payment is requested. Grantee's submission of each invoice package is Grantee's certification that it has performed the services and incurred the costs in compliance with all applicable laws and the terms of this Agreement. Grantee will provide invoices in accordance with the requirements of the Reference Guide for State Expenditures available at: [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). Invoices must be legible and must clearly reflect the performance for which payment is sought. Payment does not become due under this Agreement until Commerce accepts and approves the invoiced deliverable(s) and any required report(s). At Commerce's option, Grantee may submit invoices electronically. Grantee shall submit its final invoice for payment to Commerce no later than 60 days after this Agreement ends and Commerce may, at Commerce's sole and absolute discretion, refuse to honor any requests for payment submitted after this deadline.
2. Invoices must contain Grantee's name, address, federal employer identification number or other applicable Grantee identification number, the Agreement number, the invoice number, and the invoice period. Grantee shall submit the following documents with the itemized invoice:
  - a. A cover letter signed by Grantee's Agreement Manager certifying that the costs being claimed in the invoice package: (1) are specifically for the project represented to the State in the budget appropriation; (2) are for one or more of the components as stated in Section D, Deliverables, of this Scope of Work; (3) have been paid or that professional services have been rendered in a rural community or rural area of opportunity as defined in section 288.065(2), F.S.; and (4) were incurred during the Agreement period;
  - b. Grantee's invoices shall include the date, period in which work was performed, amount of reimbursement, and work completed to date;
  - c. A certification by a licensed engineer using AIA forms G702 and G703, or their substantive equivalents, certifying that the project, or a quantifiable portion of the project, is complete;
  - d. Before and after photographs of the completed work;
  - e. A copy of all supporting documentation for vendor payments;
  - f. A copy of the cancelled check(s) specific to the project; and
  - g. A copy of the bank statement that includes the cancelled check.

3. The State may require any other information from Grantee that the State deems necessary to verify that the services have been rendered under the Agreement.
4. All documentation necessary to support payment requests must be submitted with Grantee's invoice for Commerce's review.
5. Grantee's invoice and all documentation necessary to support payment requests must be submitted into Commerce's Subrecipient Enterprise Resource Application (SERA). Further instruction on SERA invoicing and reporting, along with a copy of the invoice template, will be provided upon execution of the Agreement.
6. If the Grantee is a county or municipality that is a rural community or rural area of opportunity as those terms are defined in s. 288.0656(2), 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 s. 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.

**G. RETURN ON INVESTMENT:** Grantee is required to provide, on or before October 31, 2023, an initial report identifying actual returns on investment by fiscal year for state funding previously received (if applicable), as well as projected positive returns the state will receive by providing Grantee funding through this Agreement.

1. Beginning at the end of the first full quarter following execution of this Agreement, Grantee shall provide quarterly update reports directly to Commerce's Agreement Manager documenting the positive return on investment to the state that results from the Grantee's project and its use of monies provided under this Agreement.
2. Quarterly update reports shall be provided to Commerce's Agreement Manager within 30 calendar days after the end of each quarter thereafter until Grantee is instructed that no further reports are needed.

**H. FINANCIAL CONSEQUENCES FOR FAILURE TO TIMELY AND SATISFACTORILY PERFORM:** Failure to complete all deliverables in accordance with the requirements of this Agreement, and most particularly the deliverables specified above in Section D, Deliverables, will result in Commerce's assessment of the specified financial consequences. If appropriate, should the Parties agree to a corrective action plan, the plan shall specify additional financial consequences to be applied after the effective date of the corrective action plan. This provision for financial consequences shall in no manner affect Commerce's right to terminate the Agreement as provided elsewhere in the Agreement.

**- End of Attachment 1 (Scope of Work) -**

## 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 §200.1.

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 section 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 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 section 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 section 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 §200.1 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):  
 Department of Commerce  
 MSC # 75, Caldwell Building  
 107 East Madison Street  
 Tallahassee, FL 32399-4126

- 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):

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.

*- Remainder of Page Intentionally Left Blank -*

**EXHIBIT 1 to Attachment 2**

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

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

State Project ***DEPARTMENT OF COMMERCE; CSFA 40.038; DIVISION OF COMMUNITY  
DEVELOPMENT - \$1,200,000.00***

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

***1. ACTIVITIES LIMITED TO THOSE IN THE SCOPE OF WORK***

*NOTE: List applicable compliance requirements*

NOTE: 2 CFR § 200.331, as revised, and s. 215.97(5), F.S., require that the information about Federal Programs and State Projects included in Exhibit 1 be provided to the recipient.

***- Remainder of Page Intentionally Left Blank -***

**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 s. 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 CFR 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

ATTACHMENT 4 - DEPARTMENT OF COMMERCE  
Office of Procurement  
CONTRACTOR MONTHLY MINORITY & VETERAN BUSINESS ENTERPRISE REPORT

(Company Name, Street Address, City & Zip Code)

Commerce Contract Number:

Commerce Project Name:

Contract Amount  
\$0.00

MBE Participation Amount: \$0.00

DV Participation Amount: \$0.00

MBE Percentage

DV Percentage

Contract Vendor Invoice # 0

Date (mm dd, yyyy)

MINORITY BUSINESS ENTERPRISE (MBE)

\*\* Include consultants, sub-contractors, travel agents, etc. who provided services on this project.

** Minority Business Enterprise	Description	** MBE Status	State Certified MBE (Yes or No)	MBE Contract \$ Amount	\$ Amount this Invoice	Total Paid	Balance Due	Project Type (Commodities or Contractual Services)
				\$ -	\$ -	\$ -	\$ -	
				\$ -	\$ -	\$ -	\$ -	
				\$ -	\$ -	\$ -	\$ -	
				\$ -	\$ -	\$ -	\$ -	
TOTALS				\$ -	\$ -	\$ -	\$ -	

\*\* Certified MBE: H - African American I - Hispanic J - Asian/Hawaiian K - Native American M - American Women  
\*\* Non-Certified MBE: N - African American O - Hispanic P - Asian/Hawaiian Q - Native American R - American Women

FLORIDA VETERAN BUSINESS ENTERPRISE (VBE)

\* Include consultants, sub-contractors, travel agents, etc. who provided services on this project.

* Florida Veteran Business Enterprise	Description	* V Status	State Certified V Business (Yes or No)	V Contract \$ Amount	\$ Amount this Invoice	Total Paid	Balance Due	Project Type (Commodities or Contractual Services)
				\$ -	\$ -	\$ -	\$ -	
				\$ -	\$ -	\$ -	\$ -	
				\$ -	\$ -	\$ -	\$ -	
				\$ -	\$ -	\$ -	\$ -	
TOTALS				\$ -	\$ -	\$ -	\$ -	

\* Certified V: W - Veteran Business \* Non-Certified V: Y - Veteran Business  
INCLUDE THIS FORM WITH YOUR INVOICE

Attachment 5  
Total Compensation for Executive Leadership

(Executive Order 20-44)

Entity Name:

Employee Name						
Title						
Salary						
Bonuses						
Cashed-In Leave						
Cash Equivalents						
Cash Equivalents Description						
Severance Pay						
Retirement Benefits						
Employer-Paid Insurance Benefits						
Deferred Compensation						
Real Property Gifts						
Real Property Gifts Description						
Other Payouts						
Other Payouts Description						
Employer-Paid Insurance Benefits						
Total Compensation						
Accrued Leave and Holiday Benefits						

Percentage of Total Compensation from Federal or State Funds						
--	--	--	--	--	--	--

**Definitions:**

**Executive Leadership** - Anyone who is included by name or title on the form 990, part VII, or Schedule J.

**Cash Equivalents:** Gift cards, vouchers, tickets, or other items of monetary value.

**Other payouts:** Cell phone allowances, tuition, gym memberships, and car allowances, etc.

**Employer-Paid Insurance Benefits:** Amount of insurance paid by the employer for health, vision, life, dental, disability, etc. (does not include taxes such as FICA, reemployment, etc.)

**Accrued Leave and Holiday Benefits:** Value of vacation, sick, and PTO accrued during the year and holiday available to the employee.



## DIVISION 2. - LONGEVITY SERVICE AWARDS

### Sec. 2-91. - Enumerated.

It is hereby declared to be the policy of the city to encourage career or longevity service by its employees and, as incentive for such longevity service, monetary awards to full-time employees based upon length of service shall be awarded as follows:

- (1) Twenty years: Any full-time employee who completes 20 years of continuous service or retires with 20 years continuous service, shall receive an award of \$250.00.
- (2) Twenty-five years: Any full-time employee who completes 25 years of continuous service or retires with 25 years of continuous service shall receive an award of \$500.00.
- (3) Thirty years: Any full-time employee who completes 30 years of continuous service or retires with 30 years continuous service shall receive an award of \$750.00.
- (4) Thirty-five years: Any full-time employee who completes 35 years of continuous service or retires with 35 years of continuous service shall receive an award of \$1,000.00.
- (5) Forty years: Any full-time employee who completes 40 years of continuous service or retires with 40 years continuous service, shall receive an award of \$1,250.00.
- (6) The term "full-time employee" shall, for purposes of this section only, include the following elected officials: councilmembers and city clerk.
- (7) The term "continuous service" shall, for purposes of this section only, include only years of actual service in the employment of the city.

(Code 1982, § 2-97)



# CITY OF OKEECHOBEE

55 SE THIRD AVENUE  
OKEECHOBEE, FL 34974

**FEBRUARY 6, 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	January 16, 2024 Minutes
Exhibit 2	Okeechobee Christian Academy Temporary Street Closing Permit Application
Exhibit 3	Okeechobee Main Street Temporary Street Closing Permit Application
Exhibit 4	List of Police Vehicles to be sold at auction
Exhibit 5	Ordinance No. 1284
Exhibit 6	Ordinance No. 1285
Exhibit 7	Personnel Policies and Procedures amendments
Exhibit 8	Resolution No. 2024-01
Exhibit 9	Grant Agreement with the State of Florida Department of Commerce
Exhibit 10	Longevity Service Awards



**CITY OF OKEECHOBEE, FLORIDA**  
**JANUARY 16, 2024, 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 January 16, 2024, at 6:00 P.M. in the City Council Chambers, located at 55 Southeast (SE) 3<sup>rd</sup> Avenue (AVE), Room 200, Okeechobee, Florida. The invocation was offered by Pastor Don Hanna, First United Methodist Church; followed by the Pledge of Allegiance led by Mayor Watford.

**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, and David R. McAuley. Council Member Robert "Bob" Jarriel was absent with consent.

**III. AGENDA AND PUBLIC COMMENTS**

A. There were no requests for items to be added, deferred, or withdrawn from the agenda. However, the motion provided for New Business Item "C." was modified due to not receiving a written response from the bidder.

B. Motion and second by Council Members Chandler and McAuley to approve the agenda as published.  
**Motion Carried.**

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

**IV. CONSENT AGENDA**

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

A. Dispense with the reading and approve the Minutes for January 2, 2024, [as presented in **Exhibit 1**]; and

B. Approve the December 2023 Warrant Register [in the amounts: General Fund, \$477,220.53; Public Facilities Improvement Fund, \$43,555.33; Community Development Block Grant Fund, \$10,324.97; Industrial Development Grant Fund, \$7,725.00; Capital Improvement Projects Fund, \$3,757.49; and Appropriations Grant Fund, \$675.00; as presented in **Exhibit 2**].

**Motion Carried.**

**V. NEW BUSINESS**

A. Motion by Vice Mayor Clark, second by Council Member McAuley to read by title only, proposed Ordinance No. 1283, regarding Rezoning Petition No. 23-002-R submitted by Jay Patel on behalf of the property owner, Jitendra Living Trust, to rezone 0.65+/- acres located at 201 South (S) Parrott AVE, from Central Business District (CBD) to Heavy Commercial (CHV) for the purpose of expanding the existing Budget Inn Motel [as presented in **Exhibit 3**].

**Motion Carried.**

City Attorney John Fumero read into the record the title of proposed Ordinance No. 1283 as follows: "**AN ORDINANCE OF THE CITY OF OKEECHOBEE, FLORIDA; AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF OKEECHOBEE BY REZONING A CERTAIN TRACT OF LAND MORE PARTICULARLY DESCRIBED HEREIN, FROM CBD TO CHV PETITION NO. 23-002-R; AMENDING THE ZONING MAP ACCORDINGLY; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.**"

Motion by Vice Mayor Clark, second by Council Member McAuley to approve the first reading and set February 20, 2024, as the final Public Hearing date for proposed Ordinance No. 1283. Planner Ben Smith, of Morris-Depew Associates, Inc., 2914 Cleveland AVE, Fort Myers, FL 33901, attending electronically via Zoom, presented the Planning Staff Report which finds the request is reasonably compatible with adjacent uses, even with the non-conforming use and structure; and is consistent with the Comprehensive Plan. Planning Staff and Planning Board recommend approval. Mayor Watford advised the applicant's representative to convey the complexity of correcting the non-conforming issues, especially the existing structures and parking, before the Technical Review Committee could approve any expansion of the motel. **Roll Call Vote: Chandler-Yea, Clark-Yea, Jarriel-Absent, McAuley-Yea, Watford-Yea.**

**Motion Carried.**

**V. NEW BUSINESS CONTINUED**

**B.** Motion and second by Council Members Chandler and McAuley to approve a [second] extension of a Lease Agreement with the Chamber of Commerce [for the premises and structures located at 55 S Parrott AVE, the West half of Block R of FLAGLER PARK, OKEECHOBEE, Plat Book 5, Page 5, Okeechobee County public record] until September 30, 2028 [as presented in **Exhibit 4**].  
**Motion Carried.**

**C.** Motion and second by Council Members Chandler and McAuley to award a contract [in the amount of \$880,825.96, and not to exceed \$905,825.96 to include potential material overages] contingent upon the bidder responding within 45-days of January 3, 2024, to extend the bid offer beyond the original 90-days for Bid No. PW 06-10-08-23 Southwest 5<sup>th</sup> AVE Improvements to Ranger Construction Industries [as presented in **Exhibit 5**] the City was awarded \$334,951.00 from a Florida Department of Transportation (FDOT) Small County Outreach Program Grant No. G1A84 for this project.  
**Motion Carried.**

**VI. CITY ATTORNEY UPDATE**

- Continuing to work with City Administrator on the hardening grant for City Hall.
- Responding to issues regarding the Commerce Center.
- Finalized the lease extension for the Chamber of Commerce.
- Research for the Firefighters' Pension Fund and Police Officers' Pension Trust Fund merger.
- The Memorandum of Understanding with Freedom Baptist Church to address maintenance and insurance issues related to their use of City property for overflow parking is progressing.

**VII. CITY ADMINISTRATOR UPDATE**

- FDOT road resurfacing and curb work will begin this month along North Park Street from Parrott AVE past the City Limits (East 13<sup>th</sup> AVE), to SE 17<sup>th</sup> AVE.
- Working with the Economic Development Corporation to publish a six to eight-page article featuring the City in Business View Magazine, and an interview with the Mayor.

**VIII. COUNCIL COMMENTS**

Council Members Chandler and McAuley advised they will be absent from the next meeting, February 6, 2024.

Mayor Watford noted the reason for Council Member Jarriel's absence tonight may be because he was performing his South Florida Fair Board Member duties by attending the Fair in Palm Beach County.

**IX. ADJOURNMENT**

There being no further items of discussion, Mayor Watford adjourned the meeting at 6:41 P.M.

Submitted By:

---

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.



**CITY OF OKEECHOBEE**  
**55 SE THIRD AVENUE**  
**OKEECHOBEE, FL 34974**  
**Tele: 863-763-9821 Fax: 863-763-1686**

**PARK USE AND/OR TEMPORARY STREET/  
SIDEWALK CLOSING  
PERMIT APPLICATION**

Date Received:	10-2024	Date Issued:	
Application No:	24-005	Date(s) & Times of Event:	Friday, March 8, 2024 8am-2:30pm

Information:

<b>Organization:</b> Okeechobee Christian Academy
<b>Mailing Address:</b> 701 S. Parrott Ave, Okeechobee, FL 34974
<b>Contact Name:</b> Melissa King
<b>E-Mail Address:</b> <a href="mailto:Melissa.King@OkeechobeeChristianAcademy.org">Melissa.King@OkeechobeeChristianAcademy.org</a>

## Telephone:

Work:	863-763-3072	Home:		Cell:	
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Summary of activities:

Students will participate in Field Day and will need to cross back and forth all day.

Proceeds usage:


Please check requested Parks:

Flagler Parks:    ☐ City Hall Park    ☐ #1 Memorial Park    ☐ #2    ☐ #3    ☐ #4    ☐ #5    ☐ #6  
[Park 3 is location of Gazebo. Park 4 is location of Bandstand]

**(If other private property used in conjunction with this Park Use Permit please provide the address and parcel number below along with notarized letter of authorization from property owner)**

Additional Addresses, if applicable \_\_\_\_\_

Parcel ID: \_\_\_\_\_



**TEMPORARY STREET AND SIDEWALK CLOSING INFORMATION**  
(Street Closings require City Council approval. Meetings 1<sup>st</sup> & 3<sup>rd</sup> Tuesdays but subject to change)

Address of Event: **701 S Parrott Ave**

Street(s) to be closed: SE 2nd Ave from SE 6th Street to SE 7th Street

Date(s) to be closed: Friday, March 8, 2024

Time(s) to be closed: 8:00am-2:30pm

Purpose of Closing: Safety of children crossing the street

**Attachments Required for Use of Parks**

- ▶ Site Plan
- ▶ Copy of liability insurance in the amount of \$1,000,000.00 with the City of Okeechobee as additional insured.
- ▶ Proof of non-profit status
- ▶ State Food Service License if > 3 days.
- ▶ Notarized letter of authorization from property owner, if applicable.\*

**Attachments Required for Street/Sidewalk Closings**

- ▶ Site Plan
- ▶ Copy of liability insurance in the amount of \$1,000,000.00 with the City of Okeechobee and R.E. Hamrick Testamentary Trust as **Additional Insured**.
- ▶ Original signatures of all residents, property owners and business owners affected by the closing.
- ▶ State Food Service License if > 3 days.
- ▶ State Alcoholic Beverage License, if applicable.\*\*

\* Required if private property used in conjunction with a Park Use application.

\*\* Alcoholic beverages can be served **only** on private property. Alcoholic beverages **NOT ALLOWED** in City Parks, City streets or City sidewalks. See additional note below.

☐ Please check if items will be sold on City streets/sidewalks. Each business will need to apply for a Temporary Use Permit 667 along with the Street Closing application.

**Note:**

- ▶ Clean-up is required within 24 hours.
- ▶ No alcoholic beverages permitted on City property, streets or sidewalks.
- ▶ No donations can be requested if any type of alcoholic beverages are served on private property/business unless you possess a State Alcoholic Beverage License. Please note there are inside consumption and outside consumption licenses. You must have the appropriate license(s).
- ▶ The Department of Public Works will be responsible for delivering the appropriate barricades.
- ▶ Dumpsters and port-o-lets are required when closing a street for more than three (3) hours.

Applicant must meet any insurance coverage and code compliance requirements of the City and other regulations of other governmental regulatory agencies. The applicant will be responsible for costs associated with the event, including damage of property. By receipt of this permit, the applicant agrees and shall hold the City harmless for any accident, injury, claim or demand whatever arises out of applicant's use of location for such event, and shall indemnify and defend the City for such incident, including attorney fees. The applicant shall be subject to demand for, and payment of, all of the actual costs incurred by the City pertaining to the event including, but not limited to, Police, Fire, Public Works or other departmental expenses. The City reserves the right to require from an applicant a cashier's check or advance deposit in the sum approximated by the City to be incurred in providing City services. Any such sum not incurred shall be refunded to the applicant of this Park Use/Street Closing Permit.



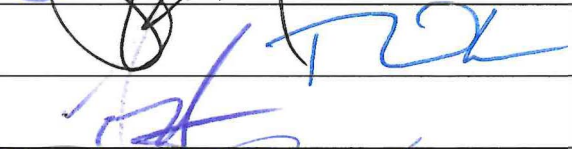
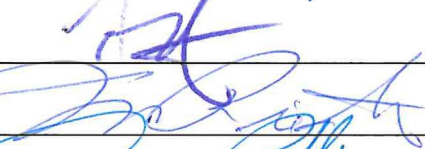
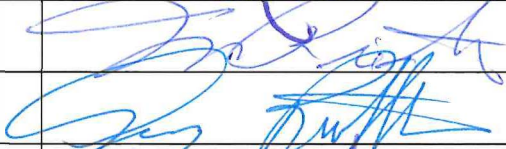
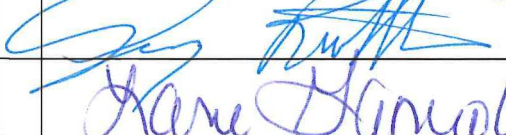

I hereby acknowledge that I have read and completed this application, the attached Resolutions No.(s) 03-8 and 04-03, concerning the use and the rules of using City property, that the information is correct, and that I am the duly authorized agent of the organization. I agree to conform with, abide by and obey all the rules and regulations, which may be lawfully prescribed by the City Council of the City of Okeechobee, or its officers, for the issuance

Certificate of Insurance must name City of Okeechobee as Additional Insured **as well as R.E. Hamrick Testamentary Trust** if closing streets or sidewalks.

Melissa King 1/10/2024  
Applicant Signature Date

••••OFFICE USE ONLY••••

Staff Review

Fire Department:		Date:	1/17/24
Building Official:		Date:	1-10-24
Public Works:		Date:	1-16-24
Police Department:		Date:	1-12-24
BTR Department:		Date:	1-10-24
City Administrator:		Date:	1/11/24
City Clerk:		Date:	1/16/2024

**NOTE: APPLICATION AND INSURANCE CERTIFICATE MUST BE COMPLETED AND RETURNED TO THE GENERAL SERVICES DEPARTMENT THIRTY (30) DAYS PRIOR TO EVENT FOR PERMITTING.**

Temporary Street and Sidewalk Closing submitted for review by City Council on 2-6-24  
Date

Temporary Street and Sidewalk Closing reviewed by City Council and approved \_\_\_\_\_  
Date



CITY OF OKEECHOBEE FIRE DEPARTMENT

APPLICATION FOR SPECIAL EVENT

Application Number: \_\_\_\_\_

Date Received: \_\_\_\_\_

NAME OF EVENT: Okeechobee Christian Academy Field Day

ADDRESS OF EVENT: 701 S Parrott Avenue Okeechobee, FL

DESCRIPTION OF EVENT: Annual Field Day event where students will participate in sports and games on both side of the road.

NAME OF SPONSOR ORGANIZATION: Okeechobee Christian Academy

Contact Number before and during event OF RESPONSIBLE PERSON: (863) 610-1268

RESPONSIBLE PERSON'S NAME:

Melissa King

DATE(S) AND TIME(S) OF EVENT:

Date: 3/8/2024 Starting Time: 8:00am Closing Time: 2:00pm

Date: \_\_\_\_\_ Starting Time: \_\_\_\_\_ Closing Time: \_\_\_\_\_

ARE ANY ROADWAYS TO BE BLOCKED/CLOSED? yes LOCATION SE 2nd Ave from SE 6th Str to SE 7th Str

Will Emergency Apparatus (Fire and Ambulance) have access to area? yes

IF NO, THEN (provide alternatives): \_\_\_\_\_

WILL ELECTRICITY BE USED? YES ☒ NO ☒ (circle)

Locations: \_\_\_\_\_

Provided By: \_\_\_\_\_

WILL HEATING/OPEN FLAMES FOR FOOD BE PROVIDED? (circle) YES ☒ NO ☒

Type of Heating Equipment Used: \_\_\_\_\_

WILL A TENT BE ERECTED? (circle) YES ☒ NO ☒

Tent Manufacturer: \_\_\_\_\_ Size \_\_\_\_\_ fire rating posted: \_\_\_\_\_

Tent have sides and how many? \_\_\_\_\_

Are there Fire Extinguishers accessible and ready for use? (circle) Yes No

\*\*\*ATTACH SITE MAP OF EVENT LAYOUT\*\*\*

FIRE SERVICES SHALL COMPLETE ITEMS BELOW:

FIRE DEPARTMENT LIFE SAFETY & FIRE SERVICES REQUIREMENTS: (See above)

☒ Tents/canopy fire rating certificate required.

☒ Tent Size require life safety inspection (900 square feet or less then no permit is required)

☒ Floor plan / seating / setup drawing required showing exits, etc.

☒ Emergency access must be maintained. (REFERS TO VEHICLES AND EQUIPMENT)

☒ Fire extinguishers must have current tag, and be operational and readily accessible.

☒ Cooking requires LPG outside of tent pointing away from exposures.

☒ Electrical wiring exterior rated, not overloaded.

☒ Fire Services inspection required.

☒ Fire watch or inspector(s) REQUIRED? FIRE WATCH Amount: \_\_\_\_\_

☒ Firefighter/Inspector Amount: \_\_\_\_\_ ☐ Other: \_\_\_\_\_

FIRE DEPARTMENT OFFICIAL (PRINT):

SIGNATURE: \_\_\_\_\_

Jessica Satter

Please call the FD at 863-467-1586 for any questions.

SW 6th St

S Parrott Ave

(15)

SE 6th St

SE 6th St

SE 6th St


SE 6th St

Okeechobee  
Christian  
Academy

SE 2nd Ave

Closing here

SE 2nd Ave

 Christ Fellowship  
Okeechobee

Field

SE 2nd Ave

Closing here

SE

SE 7th St

 Good Care  
Boarding Home



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

01/11/2024

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

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

<b>PRODUCER</b> JDA Insurance Group 120 N. Federal Hwy., #301  Lake Worth FL 33460		<b>CONTACT NAME:</b> Marc Crispino <b>PHONE (A/C, No, Ext):</b> (561) 296-0373 <b>FAX (A/C, No):</b> (561) 828-0997 <b>E-MAIL ADDRESS:</b> marc@thejdagroup.com	
<b>INSURED</b> Okeechobee Christian Academy, Inc. 701 South Parrott Ave  Okeechobee FL 34974		<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Philadelphia Indemnity Insurance Company <b>INSURER B:</b> Insurance Co of the West <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>	
		<b>NAIC #</b> 18058 27847	

**COVERAGES****CERTIFICATE NUMBER:** CL2381704086**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR VWD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: Abuse & Molestation			PHPK2572515	07/01/2023	07/01/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COM/OP AGG \$ 3,000,000
	<input type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			PHPK2572515	07/01/2023	07/01/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> <b>UMBRELLA LIAB</b> <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			PHUB870809	07/01/2023	07/01/2024	EACH OCCURRENCE \$ AGGREGATE \$
	<input checked="" type="checkbox"/> <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WFL 5042021 05	07/02/2023	07/02/2024	<input checked="" type="checkbox"/> PER STATUTE <input checked="" type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Professional Liability			PHPK2572517	07/01/2023	07/01/2024	Each Claim \$1,000,000 Aggregate \$1,000,000 Retention \$1,000

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

When required by contract or agreement, the certificate holder(s) shall be included as additional insured(s) as respects the General Liability.

Re: With respect to a field day event for the school.

**CERTIFICATE HOLDER****CANCELLATION**

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

AUTHORIZED REPRESENTATIVE

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**CITY OF OKEECHOBEE**  
**55 SE THIRD AVENUE**  
**OKEECHOBEE, FL 34974**  
Tele: 863-763-9821 Fax: 863-763-1686  
**PARK USE AND/OR TEMPORARY STREET/  
SIDEWALK CLOSING  
PERMIT APPLICATION**

Date Received:	1-22-2024	Date Issued:	
Application No:	24-007	Date(s) & Times of Event:	March 9&10 9am-3pm

Information:

Organization:	Okeechobee Main Street Inc.
Mailing Address:	111 NE 2nd St. Okeechobee FL 34972
Contact Name:	Jenna Stephens
E-Mail Address:	info@okeechobeemainstreet.org

Telephone:

Work:	863-357-6246	Home:		Cell:	
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Summary of activities:

A two day festival with Arts & Crafts vendors, food vendors, kids activities. Starting with a parade on Saturday
Speckled Perch Festival

Proceeds usage:

Proceeds for this event go to the operations and continuing efforts of Okeechobee Main Street to enhance the downtown area as the heartbeat of the community.

Please check requested Parks:

Flagler Parks: ☐ City Hall Park ☐ #1 Memorial Park ☒ #2 ☒ #3 ☒ #4 ☐ #5 ☐ #6  
[Park 3 is location of Gazebo. Park 4 is location of Bandstand]

**(If other private property used in conjunction with this Park Use Permit please provide the address and parcel number below along with notarized letter of authorization from property owner)**

Additional Addresses, if applicable \_\_\_\_\_  
Parcel ID: \_\_\_\_\_



**TEMPORARY STREET AND SIDEWALK CLOSING INFORMATION**  
(Street Closings require City Council approval. Meetings 1<sup>st</sup> & 3<sup>rd</sup> Tuesdays but subject to change)

Address of Event: Parks 2,3,4 of Flager Park in Okeechobee

Street(s) to be closed: <u>SW 2nd, SW 3rd Ave &amp; SW 4th Ave</u>	<u>between North &amp; South Park Streets</u>
Date(s) to be closed: <u>March 8, 9, &amp; 10</u>	
Time(s) to be closed: <u>5pm on March 8 until 6pm on March 10</u>	
Purpose of Closing: <u>Speckled Perch Festival &amp; to allow vendors to se-up</u>	

Attachments Required for Use of Parks	Attachments Required for Street/Sidewalk Closings
▶ Site Plan	▶ Site Plan
▶ Copy of liability insurance in the amount of \$1,000,000.00 with the City of Okeechobee as additional insured.	▶ Copy of liability insurance in the amount of \$1,000,000.00 with the City of Okeechobee and R.E. Hamrick Testamentary Trust as Additional Insured.
▶ Proof of non-profit status	▶ Original signatures of all residents, property owners and business owners affected by the closing.
▶ State Food Service License if > 3 days.	▶ State Food Service License if > 3 days.
▶ Notarized letter of authorization from property owner, if applicable.*	▶ State Alcoholic Beverage License, if applicable.**

\* Required if private property used in conjunction with a Park Use application.

\*\* Alcoholic beverages can be served **only** on private property. Alcoholic beverages **NOT ALLOWED** in City Parks, City streets or City sidewalks. See additional note below.

☐ Please check if items will be sold on City streets/sidewalks. Each business will need to apply for a Temporary Use Permit 667 along with the Street Closing application.

**Note:**

- ▶ Clean-up is required within 24 hours.
- ▶ No alcoholic beverages permitted on City property, streets or sidewalks.
- ▶ No donations can be requested if any type of alcoholic beverages are served on private property/business unless you possess a State Alcoholic Beverage License. Please note there are inside consumption and outside consumption licenses. You must have the appropriate license(s).
- ▶ The Department of Public Works will be responsible for delivering the appropriate barricades.
- ▶ Dumpsters and port-o-lets are required when closing a street for more than three (3) hours.

Applicant must meet any insurance coverage and code compliance requirements of the City and other regulations of other governmental regulatory agencies. The applicant will be responsible for costs associated with the event, including damage of property. By receipt of this permit, the applicant agrees and shall hold the City harmless for any accident, injury, claim or demand whatever arises out of applicant's use of location for such event, and shall indemnify and defend the City for such incident, including attorney fees. The applicant shall be subject to demand for, and payment of, all of the actual costs incurred by the City pertaining to the event including, but not limited to, Police, Fire, Public Works or other departmental expenses. The City reserves the right to require from an applicant a cashier's check or advance deposit in the sum approximated by the City to be incurred in providing City services. Any such sum not incurred shall be refunded to the applicant of this Park Use/Street Closing Permit.

I hereby acknowledge that I have read and completed this application, the attached Resolutions No.(s) 03-8 and 04-03, concerning the use and the rules of using City property, that the information is correct, and that I am the duly authorized agent of the organization. I agree to conform with, abide by and obey all the rules and regulations, which may be lawfully prescribed by the City Council of the City of Okeechobee, or its officers, for the issuance






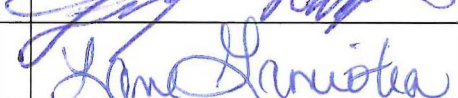

Certificate of Insurance must name City of Okeechobee as Additional Insured **as well as R.E. Hamrick Testamentary Trust** if closing streets or sidewalks.

Jenna Stephens  
Applicant Signature

01/22/2024  
Date

••••OFFICE USE ONLY••••

Staff Review

Fire Department:		Date:	<u>1/26/24</u>
Building Official:		Date:	<u>1-29-24</u>
Public Works:		Date:	<u>1-25-24</u>
Police Department:		Date:	<u>1/29/24</u>
BTR Department:		Date:	<u>1/29/2024</u>
City Administrator:		Date:	<u>1/25/24</u>
City Clerk:		Date:	<u>1/26/2024</u>

**NOTE: APPLICATION AND INSURANCE CERTIFICATE MUST BE COMPLETED AND RETURNED TO THE GENERAL SERVICES DEPARTMENT THIRTY (30) DAYS PRIOR TO EVENT FOR PERMITTING.**

Temporary Street and Sidewalk Closing submitted for review by City Council on 2-6-24  
Date

Temporary Street and Sidewalk Closing reviewed by City Council and approved \_\_\_\_\_  
Date

CITY OF OKEECHOBEE FIRE DEPARTMENT

APPLICATION FOR SPECIAL EVENT

Application Number: \_\_\_\_\_

Date Received: \_\_\_\_\_

NAME OF EVENT: Speckled Perch Festival & Parade

ADDRESS OF EVENT: Flagler Parks 2,3,&4

DESCRIPTION OF EVENT:

Speckled Perch Festival & Parade with food, arts & crafts and kids activities

NAME OF SPONSOR ORGANIZATION: Okeechobee Main Street

Contact Number before and during event OF RESPONSIBLE PERSON: (209) 577 - 6528

RESPONSIBLE PERSON'S NAME:

Jenna Stephens

DATE(S) AND TIME(S) OF EVENT:

Date: March 8 Starting Time: 5:00pm Closing Time: 7:00pm

Date: March 9&10 Starting Time: 9:00am Closing Time: 6:00 pm

ARE ANY ROADWAYS TO BE BLOCKED/CLOSED? yes LOCATION \_\_\_\_\_

Will Emergency Apparatus (Fire and Ambulance) have access to area? yes

IF NO, THEN (provide alternatives): \_\_\_\_\_

WILL ELECTRICITY BE USED? YES ☐ NO ☒ (circle)

Locations: \_\_\_\_\_

Provided By: \_\_\_\_\_

WILL HEATING/OPEN FLAMES FOR FOOD BE PROVIDED? (circle) YES ☐ NO ☒

Type of Heating Equipment Used: \_\_\_\_\_

WILL A TENT BE ERECTED? (circle) YES ☐ NO ☒

Tent Manufacturer: \_\_\_\_\_ Size \_\_\_\_\_ fire rating posted: \_\_\_\_\_

Tent have sides and how many? \_\_\_\_\_

Are there Fire Extinguishers accessible and ready for use? (circle) Yes No

\*\*\*ATTACH SITE MAP OF EVENT LAYOUT\*\*\*

FIRE SERVICES SHALL COMPLETE ITEMS BELOW:

FIRE DEPARTMENT LIFE SAFETY & FIRE SERVICES REQUIREMENTS: (See above)

☒ Tents/canopy fire rating certificate required.

☒ Tent Size require life safety inspection (900 square feet or less then no permit is required)

☒ Floor plan / seating / setup drawing required showing exits, etc.

☒ Emergency access must be maintained. (REFERS TO VEHICLES AND EQUIPMENT)

☒ Fire extinguishers must have current tag, and be operational and readily accessible.

☒ Cooking requires LPG outside of tent pointing away from exposures.

☒ Electrical wiring exterior rated, not overloaded.

☒ Fire Services inspection required.

☒ Fire watch or inspector(s) REQUIRED? FIRE WATCH Amount: \_\_\_\_\_

☒ Firefighter/Inspector Amount: \_\_\_\_\_ ☐ Other: \_\_\_\_\_

FIRE DEPARTMENT OFFICIAL (PRINT):

SIGNATURE: \_\_\_\_\_

Jessica Sasser

Please call the FD at 863-467-1586 for any questions.





OKEEMAI-01

MBUCHANAN

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/1/2023

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

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

<b>PRODUCER</b> Lawrence Insurance Agency, Inc. P.O BOX 549 Okeechobee, FL 34973	<b>CONTACT NAME:</b> <b>PHONE</b> (A/C, No, Ext): (863) 467-0600	<b>FAX</b> (A/C, No): (863) 467-5142	
	<b>E-MAIL ADDRESS:</b> marlene@lawrenceins.com		
<b>INSURED</b>  Okeechobee Main Street 111 NE 2nd Street Okeechobee, FL 34972	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
	<b>INSURER A : Mt. Vernon Fire Insurance Co</b>		
	<b>INSURER B :</b>		
	<b>INSURER C :</b>		
	<b>INSURER D :</b>		
	<b>INSURER E :</b>		
<b>INSURER F :</b>			

## COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	X		NBP2552460F	10/25/2023	10/25/2024	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	<input checked="" type="checkbox"/> Directors & Officers						MED EXP (Any one person) \$ 5,000
							PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG \$
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						\$
	OTHER:						\$
	<b>AUTOMOBILE LIABILITY</b>						COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident) \$
							\$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR						EACH OCCURRENCE \$
	<b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE						AGGREGATE \$
	<input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						\$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>						<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N						E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
City of Okeechobee and RE Hamrick is included as additional insureds with request to General Liability Coverage

## CERTIFICATE HOLDER

## CANCELLATION

City of Okeechobee  
55 S.E. 3rd Avenue  
Okeechobee, FL 34974

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

AUTHORIZED REPRESENTATIVE

INTERNAL REVENUE SERVICE  
P. O. BOX 2508  
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date: **APR 29 2005**

**OKEECHOBEE MAIN STREET INC**  
111 NE 2ND ST  
OKEECHOBEE, FL 34974

Employer Identification Number:  
65-0887929  
DLN:  
17053329002014  
Contact Person:  
DEBRA JOHNSON ID# 75126  
Contact Telephone Number:  
(877) 829-5500  
Accounting Period Ending:  
September 30  
Public Charity Status:  
509(a)(1)  
Form 990 Required:  
Yes  
Effective Date of Exemption:  
November 22, 2004  
Contribution Deductibility:  
Yes  
Advance Ruling Ending Date:  
September 30, 2009

Dear Applicant:

We are pleased to inform you that upon review of your application for tax exempt status we have determined that you are exempt from Federal income tax under section 501(c)(3) of the Internal Revenue Code. Contributions to you are deductible under section 170 of the Code. You are also qualified to receive tax deductible bequests, devises, transfers or gifts under section 2055, 2106 or 2522 of the Code. Because this letter could help resolve any questions regarding your exempt status, you should keep it in your permanent records.

Organizations exempt under section 501(c)(3) of the Code are further classified as either public charities or private foundations. During your advance ruling period, you will be treated as a public charity. Your advance ruling period begins with the effective date of your exemption and ends with advance ruling ending date shown in the heading of the letter.

Shortly before the end of your advance ruling period, we will send you Form 8734, Support Schedule for Advance Ruling Period. You will have 90 days after the end of your advance ruling period to return the completed form. We will then notify you, in writing, about your public charity status.

Please see enclosed Information for Exempt Organizations Under Section 501(c)(3) for some helpful information about your responsibilities as an exempt organization.

Letter 1045 (DO/CG)



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by Entity Name](#) /

## Detail by Entity Name

Florida Not For Profit Corporation

OKEECHOBEE MAIN STREET, INC.

### Filing Information

**Document Number** N99000000045

**FEI/EIN Number** 65-0887929

**Date Filed** 01/05/1999

**State** FL

**Status** ACTIVE

**Last Event** REINSTATEMENT

**Event Date Filed** 10/18/2000

### Principal Address

111 NE 2nd Street  
OKEECHOBEE, FL 34972

Changed: 10/30/2020

### Mailing Address

111 NE 2nd Street  
OKEECHOBEE, FL 34972

Changed: 01/30/2013

### Registered Agent Name & Address

Turgeon, Sharie  
111 NE 2nd St  
Okeechobee, FL 34972

Name Changed: 02/03/2022

Address Changed: 04/13/2021

### Officer/Director Detail

#### **Name & Address**

Title President

Griffin, Angie  
313 SW Park Street  
OKEECHOBEE, FL 34974

## Title VP

Heddesheimer, Marion  
P.O. Box 2338  
OKEECHOBEE, FL 34973

## Title Director, Arts and Culture Alliance

Waldau, Bridgette  
111 NE 2nd St  
Okeechobee, FL 34972

## Title Treasurer, Interim

Waldau, Bridgette  
111 NE 2nd St  
Okeechobee, FL 34972

**Annual Reports**

Report Year	Filed Date
2021	04/13/2021
2022	02/03/2022
2023	01/11/2023

**Document Images**

<a href="#">01/11/2023 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">02/03/2022 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">04/13/2021 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">03/24/2020 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">04/22/2019 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">04/11/2018 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">03/15/2017 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">03/16/2016 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">01/12/2015 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">01/22/2014 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">01/30/2013 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">02/28/2012 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">04/29/2011 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">02/01/2010 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">03/24/2009 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">03/22/2008 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">02/10/2007 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">02/03/2006 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">04/28/2005 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">04/30/2004 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">01/27/2003 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">07/08/2002 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>



## OKEECHOBEE CITY POLICE DEPARTMENT

From: Lt. Belen Reyna  
To: Administrator Gary Ritter  
CC: Chief Donald Hagan and India Riedel

RE: Patrol cars to be sold

The City Police Department is requesting the following 9 patrol cars to be sold at Insight Auctioneers in Highlands County. Insight Auctioneers will pick up the cars and the City will receive the gavel price when sold. Patrol cars number 1 and 8 are in poor condition and valued around \$2000 to \$5000. Patrol cars 2 and 3 are valued at approximately \$17000.00. Patrol cars 4,5,6,7,9, are all in good condition and valued at approximately \$18,500.00. These estimates are based on internet average prices although we are not guaranteed they will sell at that price. We will discuss with the auctioneer about putting a reserve price on the newer vehicles.

Patrol cars:

1. **YR: 2011 Dodge Charger\*Engine 3.6 V6\*VIN: 2B3CL1CG6BH550581\*MILEAGE: 92685**  
(POOR CONDITION, MOTOR RUNS ROUGH, NO LIGHTBAR, NO CENTER CONSOLE, INTERIOR FAIR)
2. **YR: 2012 Dodge Charger\*Engine 3.6 V6\*VIN: 2C3CDXAG7DH594324\*MILEAGE: 66598**  
(GOOD CONDITION, RUNS GOOD, CENTER CONSOLE, WHEELS SIREN BOX, INTERIOR GOOD, INTERIOR RED AND BLUE LIGHTS)
3. **YR: 2018 Dodge Charger\*Engine 3.6 V6\*VIN: 2C3CDXAG1KH564331\*MILEAGE: 65178**  
(GOOD CONDITION, RUNS GOOD, INTERIOR GOOD, WHEELS LIGHT BAR, CENTER CONSOLE, WHEELS SIREN BOX, PARTITION CAGE, COMPUTER STAND)
4. **YR: 2018 Dodge Charger\*Engine 3.6 V6\*VIN: 2C3CDXAG4KH564324\*MILEAGE: 57082**  
(GOOD CONDITION, RUNS GOOD, INTERIOR GOOD, CENTER CONSOLE, WHEELS LIGHT BAR, WHEELS SIREN BOX, PARTITION CAGE)
5. **YR: 2018 Dodge Charger\*Engine 3.6 V6\*VIN: 2C3CDXAG6JH230469\*MILEAGE: 51760**  
(GOOD CONDITION, RUNS GOOD, INTERIOR GOOD, CENTER CONSOLE, WHEELS LIGHT BAR, WHEELS SIREN BOX, PARTITION CAGE)
6. **YR: 2018 Dodge Charger\*Engine 3.6 V6\*VIN: 2C3CDXAG5KH564333\*MILEAGE: 48937**  
(GOOD CONDITION, RUNS GOOD, INTERIOR GOOD, CENTER CONSOLE, WHEELS LIGHT BAR, WHEELS SIREN BOX, PARTITION CAGE, COMPUTER STAND)

7. **YR: 2018 Dodge Charger\*Engine 3.6 V6\*VIN: 2C3CDXAGXKH564330\*MILEAGE: 42081**  
(GOOD CONDITION, RUNS GOOD, INTERIOR GOOD, CENTER CONSOLE, WHEELN LIGHT BAR, WHEELN SIREN BOX, PARTITION CAGE, COMPUTER STAND)
8. **YR: 2016 Dodge Charger\*Engine 3.6 V6\*VIN: 2C3CDXAG4HH536922\*MILEAGE: 92918**  
(POOR CONDITION, RUNS GOOD, INTERIOR POOR, K9 KENNEL, CENTER CONSOLE, WHEELN LIGHT BAR, WHEELN SIREN BOX, COMPUTER STAND)
9. **YR: 2018 Dodge Charger\*Engine 3.6 V6\*VIN: 2C3CDXAG1KH564328\*MILEAGE: 47829**  
(GOOD CONDITION, RUNS GOOD, INTERIOR GOOD, CENTER CONSOLE, WHEELN LIGHT BAR, WHEELN SIREN BOX, PARTITION CAGE, COMPUTER STAND)





# City of Okeechobee

## PROPERTY DISPOSAL REQUEST FORM

Date: 1/24/2024

**Department requesting item to be sold:**

☒ Police ☐ Fire ☐ Public Works ☐ General Services ☐ Admin ☐ Clerk ☐ Finance

Property ID: \_\_\_\_\_ Asset ID: 1129

**Reason for Disposal:**

☒ Surplus ☐ Damaged ☐ Other: \_\_\_\_\_

**Brief description of item:** *(Please be sure to fill out the corresponding form)*

☐ Building / Tractor ☐ Bus ☐ Fire Apparatus ☐ Heavy Equipment  
☐ Heavy Truck ☐ Marine / Boat ☐ Office Equipment ☐ Tractor  
☒ Vehicle ☐ Generic: \_\_\_\_\_

**Make/Brand:** Dodge

**Notes:**

**Model:** Charger

mileage: 42081

**Year:** 2019

**Serial Number:** 2C3CDXAGXKH564330


**Current Condition:** Good

**Estimated Value at Time of Acquisition:** \$ 25778.11

**Estimated Value at Current Date:** \$ 18500.00

I hereby request approval to dispose of the above listed item/s via:

☐ GovDeals.com Auction Site ☒ Other: Insight Auctioneers

  
\_\_\_\_\_  
Department Head

1/26/24  
\_\_\_\_\_  
Date submitted

Approved this 26 day of Jan 2024

by   
\_\_\_\_\_  
City Administrator



# City of Okeechobee

## PROPERTY DISPOSAL REQUEST FORM

Date: 1/24/2024

**Department requesting item to be sold:**

☒ Police ☐ Fire ☐ Public Works ☐ General Services ☐ Admin ☐ Clerk ☐ Finance

Property ID: \_\_\_\_\_ Asset ID: 723

**Reason for Disposal:**

☒ Surplus ☐ Damaged ☐ Other: \_\_\_\_\_

**Brief description of item:** *(Please be sure to fill out the corresponding form)*

☐ Building / Tractor ☐ Bus ☐ Fire Apparatus ☐ Heavy Equipment  
☐ Heavy Truck ☐ Marine / Boat ☐ Office Equipment ☐ Tractor  
☒ Vehicle ☐ Generic: \_\_\_\_\_

**Make/Brand:** Dodge **Notes:**  
**Model:** Charger **Mileage:** 66598  
**Year:** 2013  
**Serial Number:** 2C3CDXAG7DH594324

**Current Condition:** Good

**Estimated Value at Time of Acquisition:** \$ 24264.55

**Estimated Value at Current Date:** \$ 17000.00

I hereby request approval to dispose of the above listed item/s via:

☐ GovDeals.com Auction Site ☒ Other: Insight Auctioneers

  
\_\_\_\_\_  
Department Head

1/26/24  
Date submitted  
  
\_\_\_\_\_  
City Administrator

Approved this 26 day of January 2024 by \_\_\_\_\_



# City of Okeechobee

## PROPERTY DISPOSAL REQUEST FORM

Date: 1/24/2024

**Department requesting item to be sold:**

☒ Police ☐ Fire ☐ Public Works ☐ General Services ☐ Admin ☐ Clerk ☐ Finance

Property ID: \_\_\_\_\_ Asset ID: 1001

**Reason for Disposal:**

☒ Surplus ☐ Damaged ☐ Other: \_\_\_\_\_

**Brief description of item:** *(Please be sure to fill out the corresponding form)*

☐ Building / Tractor ☐ Bus ☐ Fire Apparatus ☐ Heavy Equipment  
☐ Heavy Truck ☐ Marine / Boat ☐ Office Equipment ☐ Tractor  
☒ Vehicle ☐ Generic: \_\_\_\_\_

**Make/Brand:** Dodge **Notes:**  
**Model:** Charger mileage: 51760  
**Year:** 2018  
**Serial Number:** 2C3CDXAG6JH230469

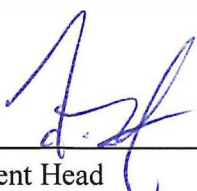
**Current Condition:** Good

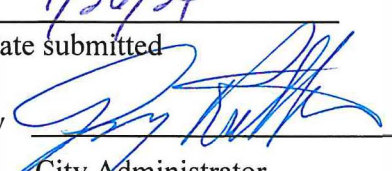
**Estimated Value at Time of Acquisition:** \$ 24425.55

**Estimated Value at Current Date:** \$ 18500.00

I hereby request approval to dispose of the above listed item/s via:

☐ GovDeals.com Auction Site ☒ Other: Insight Auctioneers

  
\_\_\_\_\_  
Department Head

1/26/24  
Date submitted  
  
\_\_\_\_\_  
City Administrator

Approved this 26th day of January 2024



# City of Okeechobee

## PROPERTY DISPOSAL REQUEST FORM

Date: 1/24/2024

**Department requesting item to be sold:**

☐ Police ☐ Fire ☐ Public Works ☐ General Services ☐ Admin ☐ Clerk ☐ Finance

Property ID: \_\_\_\_\_ Asset ID: 1121

**Reason for Disposal:**

☒ Surplus ☐ Damaged ☐ Other: \_\_\_\_\_

**Brief description of item:** *(Please be sure to fill out the corresponding form)*

☐ Building / Tractor ☐ Bus ☐ Fire Apparatus ☐ Heavy Equipment  
☐ Heavy Truck ☐ Marine / Boat ☐ Office Equipment ☐ Tractor  
☒ Vehicle ☐ Generic: \_\_\_\_\_

**Make/Brand:** Dodge **Notes:**  
**Model:** Charger mileage: 48937  
**Year:** 2019  
**Serial Number:** 2C3CDXAG5KH564333

**Current Condition:** Good

**Estimated Value at Time of Acquisition:** \$ 25778.12

**Estimated Value at Current Date:** \$ 18500.00

I hereby request approval to dispose of the above listed item/s via:

☐ GovDeals.com Auction Site ☒ Other: Insight Auctioneers

[Signature]  
Department Head

1/26/24  
Date submitted

Approved this 24th day of January 2024

by [Signature]  
City Administrator



# City of Okeechobee

## PROPERTY DISPOSAL REQUEST FORM

Date: 1/24/2024

**Department requesting item to be sold:**

☒ Police ☐ Fire ☐ Public Works ☐ General Services ☐ Admin ☐ Clerk ☐ Finance

Property ID: \_\_\_\_\_ Asset ID: 1128

**Reason for Disposal:**

☒ Surplus ☐ Damaged ☐ Other: \_\_\_\_\_

**Brief description of item:** *(Please be sure to fill out the corresponding form)*

☐ Building / Tractor ☐ Bus ☐ Fire Apparatus ☐ Heavy Equipment  
☐ Heavy Truck ☐ Marine / Boat ☐ Office Equipment ☐ Tractor  
☒ Vehicle ☐ Generic: \_\_\_\_\_

**Make/Brand:** Dodge

**Notes:**

**Model:** Charger

mileage: 57082

**Year:** 2019

**Serial Number:** 2C3CDXAG4KH564324

**Current Condition:** Good

**Estimated Value at Time of Acquisition:** \$ 25778.12

**Estimated Value at Current Date:** \$ 18500.00

I hereby request approval to dispose of the above listed item/s via:

☐ GovDeals.com Auction Site ☒ Other: Insight Auctioneers

\_\_\_\_\_  
Department Head

1/26/24  
Date submitted

Approved this 26th day of January 20 24 by \_\_\_\_\_  
City Administrator



# City of Okeechobee

## PROPERTY DISPOSAL REQUEST FORM

Date: 1/24/2024

**Department requesting item to be sold:**

☒ Police ☐ Fire ☐ Public Works ☐ General Services ☐ Admin ☐ Clerk ☐ Finance

Property ID: \_\_\_\_\_ Asset ID: 935

**Reason for Disposal:**

☒ Surplus ☐ Damaged ☐ Other: \_\_\_\_\_

**Brief description of item:** *(Please be sure to fill out the corresponding form)*

☐ Building / Tractor ☐ Bus ☐ Fire Apparatus ☐ Heavy Equipment  
☐ Heavy Truck ☐ Marine / Boat ☐ Office Equipment ☐ Tractor  
☒ Vehicle ☐ Generic: \_\_\_\_\_

**Make/Brand:** Dodge **Notes:**  
**Model:** Charger **mileage:** 92918  
**Year:** 2017  
**Serial Number:** 2C3CDXAG4HH536922

**Current Condition:** Poor

**Estimated Value at Time of Acquisition:** \$ 24527.73

**Estimated Value at Current Date:** \$ 2000.00

I hereby request approval to dispose of the above listed item/s via:

☐ GovDeals.com Auction Site ☒ Other: Insight Auctioneers

[Signature]  
Department Head

1/26/24  
Date submitted  
[Signature]  
City Administrator

Approved this 26th day of January 2024 by \_\_\_\_\_





# City of Okeechobee

## PROPERTY DISPOSAL REQUEST FORM

Date: 1/24/2024

**Department requesting item to be sold:**

☒ Police ☐ Fire ☐ Public Works ☐ General Services ☐ Admin ☐ Clerk ☐ Finance

Property ID: \_\_\_\_\_ Asset ID: 1122

**Reason for Disposal:**

☒ Surplus ☐ Damaged ☐ Other: \_\_\_\_\_

**Brief description of item:** *(Please be sure to fill out the corresponding form)*

☐ Building / Tractor ☐ Bus ☐ Fire Apparatus ☐ Heavy Equipment  
☐ Heavy Truck ☐ Marine / Boat ☐ Office Equipment ☐ Tractor  
☒ Vehicle ☐ Generic: \_\_\_\_\_

**Make/Brand:** Dodge

**Notes:**

**Model:** Charger

Mileage: 68178

**Year:** 2019

**Serial Number:** 2C3CDXAG1KH564331

**Current Condition:** Good

**Estimated Value at Time of Acquisition:** \$ 25778.12

**Estimated Value at Current Date:** \$ 17000.00

I hereby request approval to dispose of the above listed item/s via:

☐ GovDeals.com Auction Site ☒ Other: Insight Auctioneers

\_\_\_\_\_  
Department Head

1/26/24  
Date submitted

Approved this 26th day of January 2024 by \_\_\_\_\_  
City Administrator



# City of Okeechobee

## PROPERTY DISPOSAL REQUEST FORM

Date: 1/24/2024

**Department requesting item to be sold:**

☒ Police ☐ Fire ☐ Public Works ☐ General Services ☐ Admin ☐ Clerk ☐ Finance

Property ID: \_\_\_\_\_ Asset ID: 1124

**Reason for Disposal:**

☒ Surplus ☐ Damaged ☐ Other: \_\_\_\_\_

**Brief description of item:** *(Please be sure to fill out the corresponding form)*

☐ Building / Trailer ☐ Bus ☐ Fire Apparatus ☐ Heavy Equipment  
☐ Heavy Truck ☐ Marine / Boat ☐ Office Equipment ☐ Tractor  
☒ Vehicle ☐ Generic: \_\_\_\_\_

**Make/Brand:** Dodge **Notes:**  
**Model:** Charger mileage: 47829  
**Year:** 2019  
**Serial Number:** 2C3CDXAG1KH564328

**Current Condition:** Good

**Estimated Value at Time of Acquisition:** \$ 25778.12

**Estimated Value at Current Date:** \$ 18500.00

I hereby request approval to dispose of the above listed item/s via:

☐ GovDeals.com Auction Site ☒ Other: Insight Auctioneers

[Signature]  
Department Head

1/26/24  
Date submitted

Approved this 26th day of January 2024 by [Signature]  
City Administrator



# City of Okeechobee

## PROPERTY DISPOSAL REQUEST FORM

Date: 1/24/2024

**Department requesting item to be sold:**

☒ Police ☐ Fire ☐ Public Works ☐ General Services ☐ Admin ☐ Clerk ☐ Finance

Property ID: \_\_\_\_\_ Asset ID: 575

**Reason for Disposal:**

☒ Surplus ☐ Damaged ☐ Other: \_\_\_\_\_

**Brief description of item:** *(Please be sure to fill out the corresponding form)*

☐ Building / Tractor ☐ Bus ☐ Fire Apparatus ☐ Heavy Equipment  
☐ Heavy Truck ☐ Marine / Boat ☐ Office Equipment ☐ Tractor  
☒ Vehicle ☐ Generic: \_\_\_\_\_

**Make/Brand:** Dodge

**Notes:**

**Model:** Charger

Mileage: 92685

**Year:** 2011

**Serial Number:** 2B3CL1CG6BH550581

**Current Condition:** Poor

**Estimated Value at Time of Acquisition:** \$ 24704.51

**Estimated Value at Current Date:** \$ 2000.00

I hereby request approval to dispose of the above listed item/s via:

☐ GovDeals.com Auction Site ☒ Other: Insight Auctioneers

[Signature]  
Department Head

1/26/24  
Date submitted  
[Signature]  
City Administrator

Approved this 24th day of January 20 24 by

**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:	X			
Council Member/Vice Mayor Clark:	X			
Council Member Jarriel:	X			
Council Member McAuley:	X			
Mayor Watford:	X			

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

**ATTEST:**

/s/ Lane Gamiotea  
\_\_\_\_\_  
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
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.





**CITY OF OKEECHOBEE, FLORIDA**  
**JANUARY 2, 2024, REGULAR CITY COUNCIL MEETING**  
**MEETING MINUTES**

**I. CALL TO ORDER**

Mayor Watford called the regular meeting of the City Council for the City of Okeechobee to order on January 2, 2024, at 6:00 P.M. in the City Council Chambers, located at 55 Southeast (SE) 3<sup>rd</sup> Avenue (AVE), Room 200, Okeechobee, Florida. The invocation was offered by Council Member McAuley; followed by the Pledge of Allegiance led by Vice Mayor Clark.

**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. There were no requests for items to be added, deferred, or withdrawn from the agenda.

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

C. One comment card was submitted for public participation for issues not on the agenda, by Ms. Regina Tolbert-Gary, introducing herself and her new non-profit. She is an advocate working towards uniting the community through various projects, with a current focus on honoring the legacy of Martin Luther King, Jr. She requested permission to use Veterans Memorial Square of FLAGLER PARK, Block E/Park 1, for an event on January 15, 2024. It was explained this park is reserved for military-related events but there were other parks available. She was advised to contact General Services Staff to complete a Temporary Use Permit for her event.

**IV. PRESENTATIONS AND PROCLAMATIONS**

A. Congratulations were extended when Administrator Ritter provided an update on the Human Resources Generalist position which was advertised internally. The panel, consisting of him, City Clerk Gamiotea, Police Chief Hagan, and Finance Director Riedel, interviewed four applicants and unanimously selected Heather Prince to fill the position.

**V. CONSENT AGENDA**

Motion and second by Council Members Jarriel and McAuley to:

A. Dispense with the reading and approve the Minutes for December 5, 2023, [as presented in **Exhibit 1**]; and

B. Approve the November 2023 Warrant Register [in the amounts: General Fund, \$610,283.61; Public Facilities Improvement Fund, \$32,438.82; Capital Improvement Projects Fund, \$193,090.20; CDBG Fund, \$10,324.97; and Appropriations Grant Fund, \$9,885.25; as presented in **Exhibit 2**].

**Motion Carried Unanimously.**

**VI. NEW BUSINESS**

A. Motion and second by Council Members Chandler and Jarriel to read by title only, proposed Ordinance No. 1284, amending the Optional Forms of Benefits for the General Employees Retirement System [as presented in **Exhibit 3**].

**Motion Carried Unanimously.**

City Attorney John Fumero read the title of proposed Ordinance No. 1284 into the record as follows: "**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.**"

Motion by Vice Mayor Clark, second by Council Member McAuley to approve the first reading and set February 6, 2024, as the Final Public Hearing date for proposed Ordinance No. 1284. **Roll Call Vote: Chandler-Yea, Clark-Yea, Jarriel-Yea, McAuley-Yea, Watford-Yea.**

**Motion Carried Unanimously.**

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:	X			
Council Member/Vice Mayor Clark:	X			
Council Member Jarriel:	X			
Council Member McAuley:	X			
Mayor Watford:	X			

/s/ Dowling R. Watford, Jr.  
Dowling R. Watford, Jr.  
Mayor

ATTEST:

/s/ Lane Gamiotea  
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.**

VI. **NEW BUSINESS CONTINUED**

- B. Motion by Vice Mayor Clark, second by Council Member McAuley to read by title only, proposed Ordinance No. 1285, amending Section 2-131 of the Code of Ordinances removing the Personnel Administrator duties from the City Clerk [as presented in **Exhibit 4**].  
**Motion Carried Unanimously.**

Attorney Fumero read the title of proposed Ordinance No. 1285 into the record as follows: **"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."**

Motion by Vice Mayor Clark, second by Council Member McAuley to approve the first reading and set February 6, 2024, as the Final Public Hearing date for proposed Ordinance No. 1285. **Roll Call Vote: Chandler-Yea, Clark-Yea, Jarriel-Yea, McAuley-Yea, Watford-Yea.**  
**Motion Carried Unanimously.**

- C. Motion by Council Member Jarriel, second by Vice Mayor Clark to ratify the Community Planning Technical Assistance Grant Agreement No. P0497 with the State Department of Commerce, in the amount of \$20,000.00, to have a Market Feasibility Study, a Lodging Market Analysis and Industry Trend Report, and a Housing Market Profile prepared [as presented in **Exhibit 5**].  
**Motion Carried Unanimously.**
- D. Motion by Council Member McAuley, second by Vice Mayor Clark to approve a Planning Advisory Service Agreement with the Central Florida Regional Planning Council to prepare a Market Feasibility Study, a Lodging Market Analysis and Industry Trend Report, and a Housing Market Profile, in the amount of \$20,000.00 as outlined in Grant Agreement No. P0497 [as presented in **Exhibit 6**].  
**Motion Carried Unanimously.**
- E. Motion and second by Council Members Jarriel and McAuley to approve the purchase of a Kayak Launch [to be installed at Centennial Park, 701 SE 6<sup>th</sup> AVE] from AccuDock in the amount of \$39,818.90 [as presented in **Exhibit 7**].
- F. Motion and second by Council Members Chandler and Jarriel to increase the Purchase Order [No. 63] to Transportation Solutions and Lighting, Inc./NSS [approved on August 2, 2022] to include shipping charges of \$850.00 [as presented in **Exhibit 8**].  
**Motion Carried Unanimously.**
- G. Administrator Ritter presented for review and informational purposes a report submitted by MacVicar Consulting that highlighted Lake Okeechobee Operations, the Lake Okeechobee System Operating Manual, the Comprehensive Everglades Restoration Plan, and a graphic to show lake levels and stages. [as presented in **Exhibit 9**].
- H. Administrator Ritter provided a summary report of City Projects and Objectives for Fiscal Year 2023-24 utilizing an 18-slide power point presentation which has been added to the official minute file and labeled as **Exhibit 10**. Topics covered in the report were: changes with the adoption of the new Charter to the organizational chart. The City's mission and vision statements. Comparison between the City and County in terms of population, ad valorem revenues, and acreage. The proposed anticipated budget expenditures. The City's representation on local and regional boards/coalitions. Strategic planning and major initiatives. Updates on commercial, industrial, and residential developments. Grant projects. Major accomplishments in the previous Calendar Year and a list of projects for January through March 2024.

VII. **CITY ATTORNEY UPDATE**

- Continuing to review the proposed Stormwater Management ordinance, ensuring to not duplicate what is already incorporated in the South Florida Water Management District regulations.
- Reviewed proposed Ordinances 1284 and 1285.
- 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.
- Reviewing the Live Local Act and potential impact on City.
- New legislation requires the Business Impact Statement be posted on the City's website for certain Ordinances and Resolutions.
- The Legislative Session is early this year, will track changes and present to City.



# MEMORANDUM

**TO:** Mayor Watford & City Council

**DATE:** January 31, 2024

**FROM:** City Clerk Gamiotea *GG*

**SUBJECT:** Proposed amendments to the  
Personnel Policies & Procedures,  
Human Resources & Education  
Reimbursement

---

Attached are the proposed amendments we are asking the City Council to adopt in relation to the the creation of a Human Resources office/staff; to realign the Policy to the changes the City Council approved last year to the Education Reimbursement Agreement, and other house-keeping amendments highlighted in yellow and noted as Revision footer number 15.

There are several sections of the handbook that need to be updated that will require a comprehensive review by City Staff and a labor attorney. We are only requesting that you consider the specific amendments noted. Additional amendments will be forthcoming by Human Resources Generalist Prince.

Should you have any questions or concerns, kindly let me know prior to the meeting so that I may have sufficient time to address the issue.

# CHAPTER 1

## GENERAL INFORMATION <sup>14, 15</sup>

### YOUR CITY GOVERNMENT <sup>15</sup>

**Section 2.51 of Code Book.** It is the intent of the City Council to authorize a form of City Administration that ensures an adequate and efficient provision of services to the citizens of the City, that provides for coordinated administration of City Departments to better protect the health, welfare, safety and quality of life of the residents, and that places in the hands of the City Administrator the multitude of details which must necessarily arise from the daily operation of the City, thus enabling the City Council to perform freely its fundamental intended purpose of setting the broad policy mandates for the operation of the City.

There are five City Council members, one of whom is appointed by that body to serve as Mayor, and a separately elected City Clerk. The elected City Council governs the City and represents the citizens as they review activities and establish policies for their implementation in the best interest of the health, safety, and welfare of the community. The City Council adopts an annual budget of revenues and expenditures and makes the necessary decisions concerning governmental services to the public.

The elected City Clerk is responsible for the budgeting and administration of that office. The City Clerk maintains the journal of all City Council meetings; serves as Personnel Administrator; is keeper of the City Seal; handles City elections; is custodian of City records; and performs other duties as prescribed by General Law, City Charter and the City Council as set out in the City's Code of Ordinances.

\*elected until January 3, 2027, will then be appointed by the Mayor and City Council.

### THE ORGANIZATION OF YOUR CITY GOVERNMENT <sup>15</sup>

The City Administrator is appointed by the City Council and is responsible for administering the policies established by the City Council, and performs other duties as prescribed by the City Council as set out in the City's Charter, Code of Ordinances, and the Personnel Policies and Procedures.

The Department Heads are appointed by the City Council and have operating authority for service, plans, schedules, and expenditures of their Department. Department Heads perform those duties as prescribed by the City Council as set out in the City's Charter, Code of Ordinances, and the Personnel Policies and Procedures.

### CITY DEPARTMENTS <sup>14, 15</sup>

For purposes of efficiency the various functions of the City are separated into operational Departments. A brief description of each follows:



### **City Clerk** <sup>14, 15</sup>

Gives notice of Council meetings and elections to its members and the public, shall keep the minutes of the City's proceedings, authorized to administer oaths, attest to the Mayor's or Administrator's signatures, be the official records custodian of the City for all purposes. Maintain a City Code of Ordinances and administrative policies and regulations. Provides administrative support to Council-appointed committees, boards, and agencies, as determined by the City Council. Designated as the Chief Elections Officer of the City and shall see that all City elections are conducted in a proper and legal manner. ~~Submits for City Council approval, personnel policies, and procedures. Serves as Personnel Administrator.~~

### **Police Department** <sup>14</sup>

The security of the City's residents and property is the responsibility of the Police Department under the direction of the Police Chief. Florida requires certification of Police Officers and prescribes career training courses. The operations of Code Enforcement and employees are under the responsibility of the Police Chief.

### **Administration Department** <sup>14</sup>

The Administrator shall be responsible for management and oversight of all City Departments, and offices, except for the City Attorney, the Police Chief, Police Department staff, City Clerk, and City Clerk Department staff. Direct and supervise the administration of Departments and offices, but not City Council appointed Committees, Boards, or Agencies, unless as directed by the City Council. Attend all Council meetings and have the right to take part in discussion but not the right to vote. Ensure that all laws, provisions of the Charter, ordinances, and acts of the City Council, subject to enforcement and/or administration by the Administrator, or by City personnel subject to their supervision, are faithfully executed. Prepare and submit to the City Council a proposed annual budget and capital improvement projects program. At the end of each Fiscal Year submit to the City Council, and make available to the public, an annual report on the finances, budget, and administrative activities of the City. Prepare reports as the City Council may require concerning the operations of City departments, offices, boards, and agencies. Keep the City Council fully advised as to the financial conditions and future needs of the City and make recommendations to the City Council concerning the affairs of the City as they deem to be in the best interest of the City. Submit for City Council approval, personnel policies, and procedures.

### **Public Works Department** <sup>14</sup>

This Department is responsible for the maintenance of streets, drainage, sanitation, parks, and rights-of-way. The Public Works Director shall supervise all employees assigned to the department and shall be responsible for the proper maintenance of the buildings and equipment used in the operation of the Department. The head of the Public Works Department is the City Administrator.

### **Finance Department** <sup>14</sup>

Is responsible for the collection of all fees, licenses, and monies due the City and is responsible for the establishment and maintenance of the general accounting system set up in accordance with the requirements of the Office of the Comptroller, Department of Banking and Finance, State of Florida. The Finance Director supervises the employees assigned to the Finance Department; is responsible for the property maintenance of the buildings and equipment used in the Finance Department; and performs such other duties as prescribed by the City Council, including the City's payroll functions. The head of the Finance Department is the City Administrator.

### **General Services Department** <sup>14</sup>

The General Services Director is responsible for the administration and enforcement of the building codes, land use regulations, permit regulations and other ordinances or regulations of the City

and which are not specifically delegated to any other Department or officer of the City. The Director supervises the employees assigned to this Department and is responsible for the proper maintenance of the buildings and equipment used in the operation of the Department. This Department is responsible for the proper issuance of permits as provided by the Code of Ordinances. The head of the General Services Department is the City Administrator.

## **HUMAN RESOURCES PERSONNEL ADMINISTRATION 15**

The City Human Resources Clerk has been appointed by the City Council as Personnel Administrator. This includes the authority and responsibility to implement and maintain the policy decisions of the City Council related to Personnel Administration. The Personnel Administrator oversees and monitors the employment practices to assure legal compliance and avoid situations and controversies that could be harmful to the City or employees. Personnel activities are coordinated with Department Heads to maintain fair and consistent practices and employee treatment. Grievances and complaints are handled.

## **EQUAL EMPLOYMENT OPPORTUNITY AND AFFIRMATIVE ACTION PLAN**

The Okeechobee City Council and its Staff are committed to a policy of equal opportunity in employment for all persons without regard to race, creed, color, sex, religion, national origin, age, handicap, or marital status. Except where sex, religion or national origin exist as a Bona Fide Occupational Qualification (BFOQ), applicants and employees are evaluated solely on the ability to effectively perform the responsibilities of the position for which they are applying or performing.

The City officials are committed to the concept of equal opportunity and to implementing an affirmative plan of action to ensure that minority and female employees are afforded equal opportunity in every aspect of employment development, advancement, and treatment. Furthermore, the City will apply good faith efforts to seek out, hire, train, and promote qualified minorities and females in areas where they are currently under-represented. This program of positive, results-oriented affirmative action will benefit the City through the efficient utilization, development, and management of its human resources.

The Okeechobee City Council, through adoption of this Affirmative Action Plan, commits the City to a results-oriented program aimed at achieving equal opportunity in all occupational levels of services.

## **AMERICANS WITH DISABILITIES ACT POLICY STATEMENT**

The Okeechobee City Council is committed to a policy of non-discrimination on the basis of handicap in its employment practices, provision of public services, and access to governmental facilities. The City assumes the Department of Labor's definition of a handicapped individual as "one who (1) has a physical or mental impairment which substantially limits one or more of such person's major life activities; (2) has a record of such impairment; or (3) is regarded as having such an impairment." Qualified handicapped individuals will be actively recruited to fill City employment positions. All levels of administration and supervision will actively participate in the implementation of this policy.

## SEXUAL HARASSMENT POLICY <sup>15</sup>

Pursuant to the guidelines on sex discrimination issued by the Equal Employment Opportunity Commission (EEOC), the Okeechobee City Council has adopted the following policy prohibiting sexual harassment in the workplace and adheres to the EEOC definition of sexual harassment as follows:

. . . unwelcome sexual advances, requests for sexual favors and other verbal or physical conduct of a sexual nature constitute sexual harassment when a (1) submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment, (2) submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual, or (3) such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive working environment.

Sexual harassment is illegal and against City policy. Department Heads and Supervisors are responsible for promoting a supportive atmosphere that makes it clear that sexually harassing behavior will not be tolerated.

Individual City employees having reason to believe they have been subjected to sexual harassment are encouraged to bring their concerns to the attention of their immediate supervisor or the Department Head. A prompt and thorough investigation will be conducted. Complaints of sexual harassment will be kept as confidential as possible. The Complainant's cooperation is an essential element of any investigation.

Any supervisor, agent or other employee who has been found by the City, after appropriate investigation, to have sexually harassed another employee or citizen will be subject to appropriate sanctions, depending on the circumstances, from a warning in his or her file up to and including termination.

### **Informal Complaint Procedure <sup>15</sup>**

All exempt and non-exempt City employees who suspect that they are victims of on-the-job discrimination or harassment as outlined in the above-described Affirmative Action Policy statements are encouraged to report such incidents. The report should be made to Human Resources Personnel Administrator as soon as possible after the incident occurs. The Human Resources staff Personnel Administrator or designee shall meet with the complainant to explain the avenues of recourse available.

If, after the initial discussion of the complaint, the case is determined by the Human Resources staff Personnel Administrator to warrant further examination, the Human Resources staff Personnel Administrator or designee will:

1. Conduct an investigation to ascertain pertinent facts.
2. Make a good faith effort to resolve the complaint through informal processes.

In the event an informal resolution process fails, the Human Resources staff Personnel Administrator may:

1. Dismiss the case if it is determined by the Human Resources staff Personnel Administrator that there is insufficient evidence to support the complaint; or
2. Advise the complainant to follow the formal complaint procedure, (Grievance Procedures). The complainant will be assisted in taking the complaint through the formal procedures, if desired.

# CHAPTER 2

## EMPLOYMENT 1, 2, 7, 13, 14, 15

### CITY EMPLOYMENT OBJECTIVES 15

The City Council, in the best interest of its employees and the citizens of Okeechobee, has separated its Career Service Employees from the political affairs of the City. This means that all decisions concerning applicants and employees are made on job-related factors only. You, as an employee, are freed from any concern or coercion by any political changes that may occur within the City. This system is safeguarded by formally adopted Personnel Policies and Procedures Rules.

Policies of the City of Okeechobee:

1. That fair, impartial and equitable treatment of City career employees will be maintained in all areas of personnel administration.
2. That the administration of public service will be conducted with integrity and concern for the individual employee.
3. That the public interest and residents are best served by having a personnel system which recognizes individual employee worth and operates with established equitable policies, procedures, and practices.
4. That present employees within the career service of the City will be promoted whenever openings occur and there is a qualified employee to advance.
5. That advancement and training of present employees to better prepare them as career service employees of the City will be encouraged and aided.

### HIRING PROCESS 14, 15

The recruiting of applicants and advertising of vacancies will be performed on as broad a basis as necessary to secure qualified employees. Vacancy notices will be posted on employee bulletin boards in the different departments of the City so that present employees will be aware of positions offering either a promotion, or the possibility of increased earnings. A present employee is preferred, when qualified, for any vacant position representing a promotion or pay increase. Each Department Head within the respective departments has the authority and responsibility for selecting and appointing the applicant.

#### Application Policy 14, 15

1. When there is a job vacancy, an employment opportunity will be noticed as provided in the Hiring Process section and an application packet created, excluding positions appointed by the City Council. (~~City Administrator, City Clerk, and Chief of Police~~). The City Council will determine the application packet, search, and selection process on a case-by-base bases for those positions.

2. To be considered an applicant, individuals must complete and submit the application packet and any additional required materials on the instruction page, to the **Human Resources Office of the City Clerk** (even for inter- City job transfers).
3. The application packet consists of City forms that include but are not limited to: Application with the specific job title being applied for, Job Description, Personal Inquiry Waiver, Veterans Preference Eligibility, and Past Employment Verification.
4. A submittal cut-off time and date will be set for all employment opportunities. NO APPLICATIONS WILL BE CONSIDERED AFTER THE CUT OFF TIME AND DATE. In situations where qualified applications have not been received or there are multiple employment opportunities for the same job title, **Human Resources staff** ~~the Personnel Administrator~~ may notice the position is open until filled but should be done only when absolutely necessary.

### **Certification Policy**

An employee hired, transferred, or promoted to a position which requires a level of certification must become certified at the required level within the time period set for the position.

Any employee who fails to become certified at the required level within the time period set for that employee's particular job description may be discharged or returned to the prior position held.

### **QUALIFICATIONS** <sup>1, 2, 7, 13</sup>

1. Appointees must meet the City and/or State minimum position qualifications.
2. Appointees must not be less than eighteen (18) years of age.
3. Appointees must be citizens or resident aliens of the State of Florida and the United States of America.  
  
Upon employment by the City a Department Head will enter a three (3) month probationary period. After the probationary period ends satisfactorily, a Department head will be allowed up to six (6) months to become a resident of Okeechobee County, Buckhead Ridge area of Glades County, or any areas lying outside the Okeechobee County line, but have Okeechobee addresses (physical, not post-office boxes).
4. Appointees must pass a drug screening test and physical examination by a doctor before being hired by the City.

### **Family Employment Restrictions** <sup>14</sup>

It is the policy of the City to follow State Statutes regarding the employment of relatives as City Employees, as set out in Section 112.3135 Florida Statutes, and as amended.

1. A "public official" is defined as an officer, or an employee in the City, in whom is vested the authority by these policies and procedures, or by ordinance, resolution or other directive of the City Council, appoint, employ, promote or advance employees, or recommend such promotion or advancement of employees, in connection with their work for the City.
2. A relative for purposes of this policy with respect to such public official, means an individual who is related to the public official as:

Father	Mother	Son	Step-Sister
Daughter	Brother	Sister	Half-brother
Uncle	Aunt	First Cousin	Half-sister
Nephew	Niece	Husband	Step-son
Wife	Father-in-law	Mother-in-law	Step-father
Son-in-law	Daughter-in-law	Brother-in-law	Step-brother
Sister-in-law	Step-daughter	Step-mother	

3. A public official may not appoint, employ, promote, or advance, or advocate for appointment, employment, promotion, or advancement, a relative in or to a position in the City in which the public official is also serving, or over which they exercise jurisdiction or control. This shall not apply however, to appointments to citizen boards in the City, other than those with Land Planning or Zoning responsibilities.
4. These restrictions do not apply to persons serving in a voluntary capacity who provide emergency ~~medical, firefighting, or police~~ service. These persons, if otherwise authorized by City ordinance or resolution, may also without losing their volunteer status, receive reimbursements for costs of any training they get relating to the provision of volunteer emergency ~~medical, firefighting or police~~ services, as well as payment for incidental expenses relating to those services that they provide.
5. As these employment restrictions to not prohibit the hiring of relative, or using a volunteer who is a relative, in a department in the City in which a relative of that person is also an employee of the City, so long as the relative is not a public official assigned responsibility over that department, it is the policy of the City to have relatives assigned to the same department to work different shifts from their relative whenever possible to avoid any personnel conflicts within the department.

### **Evaluation Period<sup>2</sup>**

Employment or promotions are always on a six (6) month (or more) evaluation basis, Department Heads are always on a three (3) month (or more) evaluation basis. This allows a time period for an evaluation of ability, work habits and conduct before offering career employment protection and fringe benefits. During this time, a new employee will be made aware of satisfactory, marginal, or unsatisfactory areas of job performance and behavior and cautioned to improve. The Department Head has authority to dismiss the new employee without notice and without cause being given.

### **Regular Status<sup>15</sup>**

A new or promoted employee must receive a satisfactory evaluation, using uniform guidelines, before the Department Head grants regular status. Unless a satisfactory evaluation is received, the employee will be separated or returned to the position previously held.

1. Procedure by step:
  - a) Evaluation period complete.
  - b) Evaluation Procedure.

Forms may be obtained by Department Heads from the Human Resources City Clerk's Office.  
 Department Head/Supervisor evaluates employee;  
 Employee/Supervisor/Department Head sign evaluation;  
 Signed form becomes a part of employee's master file in the Human Resources City Clerk's Office.  
 Approval by Department Head for regular status.



## **TYPES OF APPOINTMENTS <sup>14,15</sup>**

### **Covered Positions**

New appointments are made whether the position being filled is of a temporary, regular, paid, unpaid or volunteer nature.

Regular positions are those so classified and budgeted by the City Council. A regular position is usually first filled by a new appointment, transfer, or promotion.

### **Excluded Positions <sup>14, 15</sup>**

Emergency hiring may be done by a Department Head to respond to an immediate need involving the safety or welfare of the residents or property of Okeechobee. An emergency appointment is for less than one (1) month and includes no fringe benefits.

Volunteer positions are of an unpaid nature and include ~~volunteer Firefighters~~, Police Auxiliary, and other community service groups. All volunteers are directly appointed by the Department Head and although no pay or benefits are attached, each volunteer represents the City to its residents and is expected to observe the City personnel policies of Conduct and Ethics, Political Separation and Conflict of Interest.

Individuals holding temporary federally funded positions are subject to City personnel policies and are classified as temporary due to the dependence on federal funding for existence. No career protection or benefits are included.

Each Department Head is charged with the responsibility for the efficient, courteous operation of the Department's duties, the performance and behavior of the employees and for the manner in which the public's business with the City is conducted. The City Administrator, <sup>14</sup> and Chief of Police, <sup>15</sup> and ~~Personnel Administrator~~ are by Charter or ordinance appointed by the City Council and serve at the pleasure of the City Council. Effective January 3, 2027, the City Clerk position will no longer be an elected position and will be appointed by and serve at the pleasure of the City Council.

## **SMOKE-FREE POLICY <sup>12</sup>**

A tobacco-free environment helps create a safe and healthy workplace and environment. Smoking and secondhand smoke are known to cause serious lung diseases, heart disease, and cancer. The City supports the health of its citizens, and reinforces our commitment to preserving and improving the health and comfort of our employees and visitors. Effective November 1, 2017, the City will be a smoke-free environment except in approved designated areas. For these purposes, smoking products are defined as cigarettes, pipes, hookahs, cigarillos, cigars, clove cigarettes and other electronic nicotine delivery systems (ENDS) such as vapor and electronic cigarettes.

The use of the products as listed above are prohibited in any building or on the grounds except in designated areas. This includes all indoors and outdoors areas that are City owned or leased facilities, including but not limited to, all buildings and facilities, outdoor areas, porches, covered walkways, common areas, parking lots, and City owned or leased vehicles. Respectively, there is a 50-foot distance from entrance/exit of City buildings or facilities where smoking products are limited from use. This Smoke-Free initiative applies to all persons present in the areas described above including but not limited to City elected officials, employees (whether full- time, part-time, temporary and/or volunteer), contractors, and visitors.

Smoking use shall be permitted only in exterior designated smoking areas. All materials used for smoking in designated smoking areas, including cigarette butts and matches, will be extinguished, and disposed of in appropriate containers.

Employees are only allowed to smoke on their rest and meal breaks. Employees may not take or be allowed any additional breaks to use any tobacco product.

Direct any question, complaint, or dispute about tobacco use in the workplace to the Personnel Administrator. Employees who want to quit tobacco are encouraged to use Tobacco Free Florida's Quit Your Way, a set of free services to help tobacco users quit, is provided on the employee bulletin boards.

## **DRUG TESTING POLICY**

The City of Okeechobee is committed to providing a safe work environment for all of its employees. The abuse of alcohol and drugs is a national problem which impairs the safety and health of employees and the public, promotes crime, and harms the entire community. In order to maintain the highest standards of morale, productivity, and safety, the City has instituted a drug and alcohol free workplace program.

# CHAPTER 3

## EMPLOYEE BENEFITS 4, 6, 8, 9, 10, 11, 14, 15

### PAID HOLIDAYS 4,9

The City Council each year designates the holidays which are observed. At present there are twelve (12) days off with pay. If a holiday falls on a Saturday, it will be observed on the preceding Friday. If a holiday falls on a Sunday, it will be observed on the following Monday. An employee on paid annual or sick leave when the holiday is observed will not have that day charged to their accrued leave account.

1. The following days will be observed as paid holidays:

New Year's Day	Martin Luther King, Jr. Day	Good Friday
National Memorial Day	Independence Day	Labor Day
Veterans Day	Thanksgiving Day and	Christmas Eve
Employee's Birthday	the Friday after	Christmas Day
2. If you are required to work a holiday you will receive an additional day's pay or a day off at a designated time.

#### **Eligibility**

Full-time probationary or regular employees (who have that date as a regularly scheduled workday) are eligible for paid holidays. Also an employee must not have been absent without leave on the work day before or after the holiday, unless there is a medical emergency and a doctor's excuse is provided to the Department Head upon the employees' return the next working day, or unless the employee is on leave of absence without pay. Those not eligible for paid holidays are temporary, emergency employees or school crossing guards, either full-time or part-time and employees on leave without pay or employees on Worker's Compensation.

#### **Alternatives**<sup>14</sup>

Employees who are eligible for paid holidays and are either required to work due to the essential nature of their positions or who have the designated holiday as a normal day off in the Friday through Thursday work week [Police Department see Ch. 5 for workweek], shall:

1. Receive an alternate day off with pay within the same work week for non- shift employees.
2. Be paid the normal day's pay for that holiday in addition to the pay received for the hours worked.

The Department Head will make this determination.

#### **Shift Employees**

An employee who is required to work on a holiday in addition to the regular schedule will be granted the alternatives above and will not be paid the time and a half (1½) overtime rate for the hours worked.

## **RETIREMENT PLAN**

The City has a retirement plan for regular employees. The cost is shared by the City, and/or State and the employee. Each employee contributes a percentage of their base salary into their retirement account as approved by the City Council, except Police Officers contribute a percentage of their total compensation as provided by Florida Statute.

The City contributes to the retirement accounts of the General employees. Vested rights for these employees are obtained after five (5) years of continuous service.

The State (and if necessary the City) contributes to the retirement accounts of the Police and Fire Department employees. Vested rights for these employees are obtained after ten (10) years of continuous service.

### **Special Pay Plan (Accrued Leave Benefits)**<sup>10, 11</sup>

1. In the event an employee who is otherwise eligible for retirement benefits and annual leave and sick leave, upon separation, elects for early retirement prior to age 59½, an additional retirement benefit to that retiree shall be paid by the City to the retiree the difference of the retirees Social Security and Medicare obligation, currently 7.65 percent, and the amount of the penalty imposed by IRS regulations, currently 10 percent. In the event future regulations should change the percentages of Social Security and Medicare obligations and penalties for early retirement, this agreement to reimburse a retiree shall continue, adjusted at the then- current percentages.
2. The benefits provided by Resolution No. 2016-06 shall only apply to those sums for annual and sick leave taken by the employee and deposited in the City Special Pay Plan mandated by Resolution No. 2016-04, and no other retirement benefit.
3. In the event the City should opt out of the Special Pay Plan set forth in Resolution No. 2016-04 in the future, then the benefits provided by the Resolution shall cease without further action by the City Council.

## **457 DEFERRED COMPENSATION PLAN<sup>8</sup>**

The City Council adopted a 457 Deferred Compensation Plan by Resolution No. 2007-05 to be administered by the International City Managers Association Retirement Corporation. The purpose of this strictly voluntary Plan is to give employees another avenue to set aside additional money for retirement, or for their own savings. The Plan is by contributions from the employee only.

## **GROUP HEALTH INSURANCE<sup>15</sup>**

Group Health Insurance is available for all regular employees and their families. The City pays the full premium for the employee and a designated amount for any dependent coverage. Payment for the dependent coverage is made by a payroll deduction from the employee.

### **Federal Cobra Law<sup>15</sup>**

An employee leaving the service of the City may continue the Group Health Insurance for a period of eighteen (18) months by paying the premiums directly to the insurance company upon completion of an

application obtained from **Human Resources.** **the Finance Department.**

City retirees are eligible to participate in the City's Group Health Insurance Plan as provided by law. (Florida Statute 112.0801)

## **GROUP LIFE AND DISABILITY INSURANCE <sup>14</sup>**

The City provides a paid life insurance policy for general employees. The City provides a paid life and accidental death and dismemberment insurance policy for its Police Officers ~~and Firefighters~~ pursuant to Florida Statutes. A non-job connected disability insurance is provided for all full-time City employees.

## **JOB CONNECTED INJURY BENEFITS <sup>15</sup>**

The City provides Worker's Compensation Insurance benefits to any employee injured as a result of job duties. The City will secure immediate medical attention for an injured employee and furnish competent medical services. The insurance plan provides for complete payment for medical services, hospital charges and related therapy or treatment. The City will pay the employee's regular weekly salary less applicable deductions the first seven (7) days an employee has been temporarily disabled. Worker's Compensation will pay benefits for periods exceeding seven (7) days. The employee will receive the difference between what the Worker's Compensation benefit pays and his/her normal salary equaling one hundred percent (100%) of his/her normal salary if the injury is attributable to the employee's occupation in the City and is considered as such under the Workers Compensation Statute of the State of Florida and its rules and regulations. This difference in Workers Compensation benefits and normal salary shall be provided up to ninety (90) days from the date of injury. Extensions beyond 90 days may be made by the City Council, in increments up to ninety (90) days. The employee will reimburse the City if the amount paid exceeds one hundred percent (100%) of normal salary. This may be accomplished by the employee making a cash payment to the City. Specific details can be provided by **Human Resources staff** **the Finance Department.**

An employee who is injured as a result of job duties and is classified permanently totally disabled by Worker's Compensation will be entitled to leave with full pay, commencing from the date that the employee is so classified by the State, which will be reduced by the benefits paid to the employee by the insurance carrier for a maximum of ninety (90) calendar days. The paid disability leave must be recommended by the employee's Department Head and authorized by the City Council. An employee who remains permanently totally disabled after the allowed maximum disability leave may elect to receive weekly payments charged first to accrued sick leave then to accrued annual leave account. These amounts will be reduced by the disability benefits paid to the employee by the insurance carrier, or an employee classified as permanently totally disabled may elect to immediately cash out any accrued sick leave or annual leave.

## **EDUCATION REIMBURSEMENT <sup>6, 14, 15</sup>**

The City Council adopted a **Two-Year** Education Reimbursement Contract Program. This program applies to full-time, **and** part-time employees, ~~Volunteer Firefighters~~ and Police Auxiliary Officers with less than 10 years of service with the City. A contract will be entered into when the position held by the employee requires them to attend training, education, certification programs, or classes, as a pre-requisite to continued

employment with the City. The contract provides for the City to advance the costs or reimburse costs of the required training, education, or classes, including program fees, materials, travel, lodging, per diem, or other related expenses. The employee agrees to remain as an employee, Volunteer Firefighter and/or Auxiliary Officer agrees to remain employed (or for Auxiliary Officers, an active member) with the City for a continuous period of three-years for sworn law enforcement and/or Auxiliary Officers or two years for non-sworn Police Department and general employees following the completion of the specific training, education, or certification.

Contracts are available in the Human Resources City Clerk's Office and are to be fully executed before the employee registers or attend classes.

### **UNIFORMS FURNISHED <sup>14</sup>**

The City furnishes uniforms to the employees of the Public Works and ~~Department, the Police Departments, and the Fire Department.~~ Uniforms are also furnished to the City's Custodian.



# CHAPTER 4

## LEAVE BENEFITS<sup>3, 1, 11, 14, 15</sup>

### ANNUAL LEAVE<sup>14, 15</sup>

#### Eligibility<sup>15</sup>

Employees who are full-time and regular earn annual leave. Continuous service is calculated from the date of original employment, with leave being accrued from that date; if the first month's employment was for at least fifteen calendar days, it shall be considered a complete month for leave accrual purposes. Thereafter, the annual leave accrual shall be at the end of each calendar month for all employees. Six months' service is required before paid annual leave can be taken. No employee shall be paid for, or permitted to take, annual leave prior to the date it is earned. Continuous service is defined as including those periods when an employee is on paid leave.

For employees on unpaid leave:

- a) Refer to Unpaid Leave designation in this Handbook **Page 17** (no accrual is covered in the unpaid designation).
- b) Regular employees who have been temporarily laid off and return are credited for prior service in determining advancement to the higher accrual level.

#### Scheduling

Each Department Head prepares a department leave schedule. Conflicts in desired dates among the employees shall be decided by the Department Head with due regard for the needs of the City and work requirements. An Annual Leave Request Form, properly completed and signed by the employee and with written approval by signature of the Department Head, is required before Leave may be taken.

#### BENEFITS<sup>14</sup>

The annual leave schedule here is for employees with an assigned forty (40) hour work week. ~~Fire Department personnel who work shifts (24 hours on duty and 48 hours off), earn proportionate shift time:~~

<b>Continuous Service (40 Hour Work Week)</b>	<b>Work Days</b>	<b><del>Fire Dept/Shift Personnel (56 Hour Work Week)</del></b>
At end of 6 months	6	<del>3 Shifts: <math>24 \times 3 = 72 \div 6 = 12</math> hrs per mth</del>
At end of 1 year	12	<del>6 Shifts: <math>24 \times 6 = 144 \div 12 = 12</math> hrs per mth</del>
At end of 10 years	15	<del>8 Shifts: <math>24 \times 8 = 192 \div 12 = 16</math> hrs per mth</del>
At end of 15 years	20	<del>11 Shifts: <math>24 \times 11 = 264 \div 12 = 22</math> hrs per mth</del>

#### Maximum Accumulation

An employee may be required to postpone to a later date scheduled annual leave if the work situation requires it. The Department Head will then authorize the accumulation of annual leave earned into the next calendar year. The employee, with the Department Head's approval, may accumulate annual leave to permit an extended annual leave. The maximum annual leave accrual thus permitted is thirty (30) days, or two hundred forty (240) hours at the end of each calendar year.

This means if you have more than two hundred forty (240) hours at the end of a calendar year you will lose the hours over two hundred forty (240).

The Department Head may make mandatory annual leave arrangements for any employee at the maximum. Each employee will be entitled to a maximum of two (2) personal leave days per calendar year, which shall be deducted from his/her accumulated sick leave.

#### **Payment for Unused Annual Leave** <sup>10, 11, 15</sup>

In certain situations, payment is made for unused annual leave. A regular employee may be paid through the last fully completed calendar month of service. The City will pay only two hundred forty (240) hours annual leave. There is no payment to employees who have not completed their evaluation periods.

Upon separation from employment with the City, authorized and accumulated annual leave shall be withheld from the final paycheck of the employee by Human Resources and/or the Finance Director, and deposited for the employees or beneficiary's benefit with The Standard, or such other entity that provides such services, as approved by the City Council, to be administered and distributed, as set forth in the Special Pay Plan approved and on file within the City of Okeechobee.

For those employees enrolled in the Deferred Retirement Option Plan (D.R.O.P.) program, upon entry into that deferred retirement program the City shall commence to annually withhold and divert 10 percent of the employee's annual leave into the Special Pay Plan Account until termination of the D.R.O.P. enrollment.

- a) Resignation in good standing. This requires a minimum of six (6) months continuous service and two (2) weeks' notice.
- b) Layoff.
- c) Retirement.
- d) Death.

#### **SICK LEAVE (NON-JOB RELATED)** <sup>14, 15</sup>

Paid sick leave is provided for a genuine need of the employee and is not an automatic entitlement to days off with pay. Sick leave will be charged in one-half (½) hour increments as used and accrued at the end of each calendar month.

Sick leave is defined as:

- 1. Illness, injury, incapacitation, or quarantine of the employee.
- 2. Routine medical, dental, or optical examinations which cannot be scheduled at any time other than working hours.
- 3. Illness or injury of a member of the employee's household or immediate family, requiring the personal care and attention of the employee.
  - a) **Immediate Family is defined as: Employee's Spouse, Children, Parents (of either), and Step-Children.**
- 4. Illness or injury as a result of outside employment are excluded, and absence as a result of such activities shall be unpaid personal leave, not paid sick leave, except as otherwise approved by Department Head.

Example of where paid sick leave should not be used is outside employment that also provides benefits such as worker's compensation, medical or other employee benefits.

### **Eligibility**

Regular and evaluation status full-time employees accrue sick leave on a calendar month basis. Evaluation status employees are not eligible to receive paid sick leave until completing a full calendar month's employment. Part-time, seasonal, temporary, or emergency employees are not eligible for paid sick leave.

### **Benefits** <sup>3, 14, 15</sup>

1. All forty (40) hour work week employees:
  - a) At the end of each complete calendar month the amount of eight (8) hours is credited to the employee. No credit is given for the first month of employment if it is less than fifteen (15) days. If fifteen (15) days or more, it shall be considered a complete month. An employee will not earn sick leave credit in any one (1) month during which sixteen (16) or more calendar days (or 128 hours) of sick leave, with or without pay, have been approved.
2. ~~All fifty six (56) hour or Fire Department employees:~~

<del>Continuous Service</del>	<del>Work Day</del>	<del>Shift Personnel</del>
<del>Per Month</del>	<del>4</del>	<del>1st Month - 1 Shift = 24 hours</del>
<del>Per Year</del>	<del>12</del>	<del>6 Months - 2 Shifts = 48 hours</del>
<del>Maximum</del>	<del>No Limit</del>	<del>*Each 3 Mths - 1 Shift = 96 hours</del>

~~\*Totals same per year as 40 hour personnel @ 96 hours~~

- ~~2.3-~~ All employees are permitted to participate in a stickily anonymous and voluntary program, whereby an employee, in non-job related or worker's compensation sick leave, may contribute his or her accrued sick leave time, as calculated above to an account for other employees to draw upon in time of dire need, subject to the following conditions:

- a) The intent of the program is that sick leave is to be drawn for use by fellow employees only in cases of extreme need and is not to be used for non- serious illness or injury.
- b) The donated sick or annual leave time of an employee shall be monitored by the **Human Resources staff Personnel Administrator**, who shall receive all requests to donate time. The Department Head shall receive the employee's request to use the donated time, and to determine the eligibility of the requesting employee for such request, and that the stated need to participate is legitimate.
- c) No employee may donate accrued sick or annual leave time unless the donating employee retains a minimum of 60 hours of accrued sick or annual leave time in their own account after the contribution.
- d) No employee may draw upon and use contributed leave time unless the requesting employee has zero hours remaining in their accrued sick and annual leave account.
- e) At any time that a request for use of donated leave is requested, the Department Head shall take the request to **the Human Resources staff Personnel Administrator** to distribute to all department employees and determine which employees, if any, is willing to contribute accrued sick and/or annual leave, and in what amount. When the total number of contributing employees is determined, the requested hours shall be broken down to each individual account to reach the needed hours for the requesting employee.

- f) Each contributing employee shall sign a form designating the number of sick and/or annual leave hours he/she is donating and such hours there upon shall be transferred from the contributors leave account to that of the requesting employee, per pay week as needed.
- g) In the event of prolonged and exceptional need by an employee, the request for hours and donation of same by fellow employees may be repeated as necessary so long as the employees are eligible to participate.
- h) As this is a voluntary program, no employee shall possess any vested right or obligation to participate in the program, and the decision of the Department Head as to eligibility and need to shall be final.
- i) In the event the requesting employee should return to work sooner than expected, any unused contributed time shall be transferred back to the donating employee's account.

### **Requests, Approvals and Proof**

The employee shall request paid sick leave in writing prior to the need for time off unless an emergency has occurred which makes absence necessary, then the employee shall promptly notify the Supervisor or the Department Head within two (2) hours of reporting time or comply with Departmental rules in those sections essential to the functions of the City.

The employee will submit a Sick Leave Request Form immediately upon returning to duty. A Sick Leave Request Form, properly completed and signed by the employee and with written approval by signature of the Department Head is required before payment for sick leave is made. The Department Head may require medical evidence, or proof of need. Failure to provide the requested evidence shall result in the leave being classified as unpaid personal leave.

Each Department Head has authority to investigate sick leave requests, disallow payment, and execute disciplinary action including discharge for improper claims or dishonesty.

An employee should request annual leave or unpaid leave when all accrued sick leave has been used. If the employee has no annual leave time, then sick leave without pay must be requested.

### **Payment for Unused Sick Leave** <sup>10, 11, 15</sup>

An employee is eligible for payment of unused sick leave upon either of the following:

1. Ten (10) years or more continuous service upon leaving the City employment in good standing (is not discharged for cause).
2. Death of employee who has ten (10) years or more of continuous service.
3. Normal Retirement as provided by City Pension Ordinance.

A conversion rate of fifty percent (50%) will be applied to the employee's unused sick leave balance in determining the payment amount due.

Upon separation from employment with the City, authorized and accumulated sick leave shall be withheld from the final paycheck of the employee by the Human Resources staff and/or Finance Director, and deposited for the employee or beneficiary's benefit with The Standard, or such other entity that provides such services, as approved by the City Council, to be administered, and distributed, as set forth in the Special Pay Plan approved and on file within the City of Okeechobee.

For those employees enrolled in the D.R.O.P. Program, upon entry into that deferred retirement program the City shall commence to annually withhold and divert 10 percent of the employee's annual sick leave into the Special Pay Plan Account until termination of the D.R.O.P. enrollment.

## **CIVIL LEAVE**

An employee will receive full pay for appearance in court either for jury duty or as a witness subpoenaed by the government, public body, or Commission, except in any private litigation. Any employee so summoned shall report for work when excused by the court after less than a full day's service. Requests with proper documentation should be submitted as soon as notice is received from the court.

## **FUNERAL LEAVE**

An employee who has a death in the immediate family is permitted paid leave for a maximum of five (5) days.

- 1. For the purpose of funeral leave, immediate family is defined as the: Employee's spouse. Employee's or spouse's: Children, Siblings, Parents, Grandparents, Grandchildren, Guardians of either, and Wards.**

Any additional leave, beyond that provided above shall be considered administrative leave without pay or as annual leave with pay. Evidence of death and funeral attendance may be required from the employee by the Department Head.

## **VOTING**

All employees will be given time off with pay in order to vote in elections.

## **EDUCATION OR TRAINING LEAVE**

Leave with pay may at the discretion of the Department Head be granted to an employee for job-related training seminars, conferences, or conventions of short duration. Governmental certification examinations for job related purposes are also permitted. The purpose of the education or training must have a direct relationship to the activities or programs of the City.

## **PERSONAL UNPAID LEAVE <sup>15</sup>**

An employee may request leave in advance without pay if it is necessary for personal reasons to be absent. It requires the approval of the Department Head. A maximum of two (2) weeks is permitted per calendar year. A request for over two (2) weeks with a maximum of one (1) year requires the approval of the City Council.

The accrued sick leave at the time shall be reinstated when the employee returns to duty. No benefits are accrued while the employee is on leave without pay.

Employee must pay insurance premiums directly to the **Human Resources Office Finance Department** by the 10th of each month to maintain coverage while on personal unpaid leave. Failure of payment may result in termination of insurance coverage pursuant to the FMLA.

### ***ADMINISTRATIVE LEAVE (PAID)***

Additional time off with pay may be granted to an employee under certain circumstances with the approval of the Department Head for such things as extended funeral leave and certain other emergencies.

### ***MILITARY LEAVE (PAID AND UNPAID) 15***

#### **Annual Military Training Leave 15**

Regular full-time employees are entitled to military paid leave upon presenting proper orders calling the employee to temporary active duty for training purposes with a reserve unit of the United States Military or a National Guard Unit for a period not exceeding seventeen (17) consecutive calendar days in any one (1) calendar year.

A copy of the orders or a statement from the appropriate Military Commander must be attached to the **Personnel Leave of Absence** Form requesting military leave and must be submitted at least ten (10) days in advance.

#### **Induction Examination**

An employee shall be granted leave with pay for the pre-induction physical examination required by the military services.

#### **Military Service**

Leaves of absence without pay for full time or reserve duty in the United States Armed Forces are granted to all employees. Employees who are called to active military duty or to reserve or National Guard training, or employees who volunteer for such training or duty, should submit copies of their military orders to their Department Head as soon as practicable. Employees will be granted a military leave of absence for the entire period of military service in accordance with applicable law. Employees returning from military leaves are eligible for reinstatement in accordance with applicable law.

### **LEAVE REQUESTS**

Forms are provided for the reporting of time taken off from work, either with or without pay. This includes funeral leave, administrative leave, annual leave, sick leave, and military leave. Before any leave time can be paid, a completed request, signed by the Employee, Supervisor and approved by the Department Head, is required.

### **FAMILY AND MEDICAL LEAVE ACT OF 1993 CITY POLICY 15**

1. **General Purpose** - This policy establishes the rights and obligations of the City and its employees

with respect to leave necessary for the medical care of employees and their families.

2. **Qualification for Leave** - Employees must have been employed for at least twelve (12) months and have worked at least one thousand, two hundred fifty (1,250) hours in the year preceding the date the employee seeks to start the leave.
3. **Available Leave** - Eligible employees are entitled to take up to twelve (12) weeks leave during the twelve (12) months of the fiscal year (October 1st and ending September 30th) for the following purposes:
  - a. **Child Care:** Leave may be taken because of the birth, adoption, or foster-care placement of a child.
    - (1) Childcare leave must be concluded within twelve (12) months from the date of the birth, adoption, or foster-care placement.
    - (2) Parents who are both employees of the City and who are eligible to take leave are entitled to take a combined twelve (12) weeks of leave for childcare purposes under this paragraph.
    - (3) Employees who anticipate taking leave under this paragraph are required to provide notice of their intent at least thirty (30) days prior to the date leave is anticipated to begin, or such notice as is practicable if leave becomes necessary before such thirty (30) day notice may be given.
  - b. **Family Care:** Leave may be taken to care for a son, daughter, spouse, or parent who has a serious health condition.
    - (1) A serious health condition is one that involves inpatient care in a hospital, hospice, or residential medical care facility, including any period of incapacity or a subsequent treatment in connection with or consequence to such inpatient care.

A period of incapacity of more than three (3) consecutive calendar days that also involves:

      - a. Treatment two (2) or more times by a health care provider; or
      - b. Treatment by a health care provider on at least one occasion which results in a regimen of continuing treatment under the supervision of a health care provider;

Any period of incapacity due to pregnancy, or for prenatal care. A chronic condition which:

      - a. Requires periodic visits for treatment by a health care provider or a nurse or physician's assistant who is supervised by a health care provider;
      - b. Continues over an extended period of time; and
      - c. May cause episodic rather than a continuing period of incapacity.

A period of incapacity which is permanent or long term due to a condition for which treatment may not be effective (e.g., Alzheimer's disease).

Any period of absence to receive multiple treatments by a health care provider or provider of health care services under orders of, or on referral by, a health care provider, either for restorative surgery after an accident or other injury or for a condition that would likely result in the period of incapacity of more than three (3) consecutive calendar days in the absence of medical intervention or treatment.
    - (2) Employee requesting leave under this paragraph must present a certification from a health care provider containing the date on which the serious health condition commenced, the probable duration of the condition, the appropriate medical facts regarding the condition, a statement that the employee is needed to care for the family member, and an estimate of the amount of time such care will be required.



- (3) Employees taking leave under this paragraph may take the leave intermittently upon production of a health care provider's certification that the intermittent leave is necessary for or will assist the care of the family member and that provides the dates and duration any treatment and leave is expected. Employees using leave on an intermittent basis must try to schedule the leave to minimize disruption of normal operations. An employee may be reassigned to an alternative position, with equivalent pay and benefits, that better accommodates the recurring periods of leave.
    - (4) Employees who anticipate taking leave under this paragraph are required to provide notice of their intent at least thirty (30) days prior to the date leave is anticipated to begin, or such notice as is practicable if leave becomes necessary before such thirty (30) days notice may be given.
  - c. **Self-Care:** Leave may be taken when the employee is unable to perform the essential functions of the position that the employee holds.
    - (1) Employees seeking leave for self-care must have a serious health condition, as defined by paragraph 3b(1), above.
    - (2) Employees requesting leave under this paragraph must provide certification from a health care provider containing the date the serious health condition commenced, the probable duration of the condition, the appropriate medical facts regarding the condition, and a statement that the employee is unable to perform the essential functions of the position. Employees seeking the certification must provide the health care provider with the department's written job description and/or list of essential functions of the position.
    - (3) Employees taking leave under this paragraph may take the leave intermittently upon production of a health care provider's certification that the intermittent leave is medically necessary and the expected duration of the leave. Employees who elect to use the available leave on an intermittent basis must try to schedule the leave to minimize disruption to normal operations. An employee may be reassigned to an alternative position with equivalent pay and benefits that better accommodates the recurring periods of leave.
    - (4) Employees who anticipate taking leave under this paragraph are required to provide notice of their intent at least thirty (30) days prior to the date leave is anticipated to begin, or such notice as is practicable if leave becomes necessary before such thirty (30) day notice may be given.
  - d. **Failure to Provide Required Certifications:** Failure to provide the certifications required under this paragraph may result in a delay or postponement of leave.
- 4. **Use of Accrued Paid Leave** - Eligible employees will be required to use accrued paid leave before unpaid leave is taken.
  - a. **Child or Family Care:** Employees taking leave upon the birth, adoption or placement of a foster child under paragraph 3a, above, or for the care of a son, daughter, spouse, or parent under paragraph 3b, above, must use accrued annual, personal or family leave (if applicable) prior to taking unpaid leave.
  - b. **Self-Care:** Employees unable to perform the essential functions of their job and who take leave under paragraph 3c, above, must use accrued annual, personal, and sick leave prior to taking unpaid leave.
- 5. **Benefits While on Leave** - During any period of leave under this policy, an employee's group health insurance coverage will be maintained at the same level and under the same conditions as before the leave began.

- a. Employees who normally make a contribution toward their health insurance coverage must continue to do so. If on paid leave, the employee's contribution will be collected in the same manner as if the employee were reporting to work. During periods of unpaid leave, the employee must arrange with the payroll office, prior to commencement of the leave, for payment of the employee's share of the premium.
  - b. An employee who does not return to duty from unpaid leave under this policy for at least thirty (30) calendar days will be liable for the department's group health insurance premium contribution and any part of the employee's share paid by the department, unless the failure to return to duty is caused by continuation, recurrence, or onset of a serious health condition that would entitle the employee to leave under this policy or for circumstances beyond the employee's control. Where recovery of premiums is permitted, the department shall be entitled to set off the amount against any final pay or monetary benefit to which the employee would otherwise be entitled.
6. **Return to Duty** - Upon return to duty, an employee is entitled to restoration to the former position or an equivalent position with equivalent pay and benefits.
- a. An employee who has taken leave for self-care under paragraph 3c, above, will be required to present a certification of fitness for duty from a health care provider prior to commencement of work. Failure to provide the certification may cause denial of reinstatement

NOTE: Forms for certification of physician or practitioner are available in the Human Resources City Clerk's Office.

This is a medical leave provision that is not the same as Personal Unpaid Leave.

# **CHAPTER 5**

## **HOURS, PAY, AND SAFETY <sup>14</sup>**

### **WORKWEEK AND ATTENDANCE <sup>14</sup>**

The standard work week is Friday 0001 a.m. through Thursday 1200 p.m. except for the Police Department which is: Sunday 0001 a.m. through Saturday 1200 p.m. Daily on-time appearance for work is expected of all employees. The City is obligated to serve its residents with varied essential services and to function efficiently requires all its employees. When you do not report for work someone else must pick up the workload or services will be delayed or affected. Any employee who is habitually late or absent will be subject to discipline, up to and including discharge.

### **MEALS AND BREAKS**

Employees are permitted two (2) fifteen (15) minute paid work breaks per day. This break time may not be "saved" or accumulated to allow more time away at meals or an early departure from work. Breaks are subject to the Department workload and the delivery of services. Mealtime, without pay, will be scheduled by the Department Heads.

### **TIME KEEPING AND REPORTING**

Federal Regulations require that individual time records be kept. All employees, except Department Heads, are to sign and submit a time sheet or card for the pay period. This records hours worked, authorized paid or unpaid leave time and unauthorized absences. Each Department Head or designee certifies that the employee's time report is correct. Where used, timecards should be punched within five (5) minutes of shift, beginning or end.

### **SAFETY, INJURIES, ACCIDENTS**

The health and wellbeing of each employee is important. No one should attempt to operate power tools or equipment which he/she has not been trained to use. This is a major cause of injury and accident. Daily use of safety devices is required. The City furnishes necessary safety items such as shields, goggles and hard hats. Prompt medical care is given whenever an injury occurs at no cost to the employee. All injuries, property damage or near accidents must be reported at once to your Supervisor so that corrective actions may be taken and other employees are protected.

### **OVERTIME WORK AND PAY <sup>14</sup>**

The workload of each Department varies, but all have exceptional work requirements occasionally. When this happens, any employee may be required to work overtime. Each Department Head decides when

overtime is necessary and who shall work. No non-exempt employee is to work overtime without prior approval. The rate of one and a half (1½) times a non-exempt employee's regular rate will be paid for all hours worked over forty (40) hours per week ~~except for the Fire Department~~, and with the exception of Department Heads who are not paid overtime. Paid leave time is not included as work hours. An employee is assured of overtime pay, or may request compensatory time off.

### **Emergency Call to Duty**

Due to an emergency, an employee may be called in when not scheduled to work. Any non- exempt employee thus called in shall be paid at least two (2) hours at one and a half (1½) times the regular hourly rate of pay.

Sick leave and compensatory time cannot be used in order to be paid overtime.

### **Compensatory Time Off**

This is subject to provisions allowed under Federal Wage and Hour Laws and when appropriate, approval by the Department Head is granted on a one to one ratio (1:1) to overtime hours worked. Overtime hours are always reported on the employee time form and if compensatory time is to be taken instead of overtime pay, it will be recorded as such.

1. For every hour worked an employee is eligible to receive one and a half (1½) hours compensatory time up to a maximum of forty (40) hours.
2. Compensatory time must be taken within thirty (30) days of the date it is earned.

## **DISASTER EMERGENCIES**

When a local disaster situation occurs, all City employees of all departments are expected to report to work and help wherever necessary to maintain the essential services and assist the residents of Okeechobee. As a public servant, the safety and well being of the people is your responsibility and, in an emergency, total cooperation and dedication to duty is expected.

## **FALSIFICATION OF RECORDS**

No employee is to sign another employee's time record, leave request, or any other personnel action form, participate in any attempt to falsely record or report time worked or allow any other person to sign any personnel action form for himself or herself. Any employee who has knowledge of any falsification and does not report it, is a participant. The penalties for a violation of this personnel rule include discharge from service.

# CHAPTER 6

## RULES FOR EMPLOYEES

### GENERAL WORK

Each Department of the City has work rules which are in addition to those in this Handbook. Due to the varied functions and size of the departments, these rules will vary, however, there are some general rules:

1. Courteous relationships with other employees and the public are expected at all times, in all places.
2. Personal activities such as visitors, phone calls or conversations should be kept to a minimum and City operations conducted in a business-like manner.
3. Reporting of lateness, absences, requests for leave and other internal items should be done in advance or as promptly as possible. This helps the scheduling of work and the performance of services.
4. Personal appearance and hygiene are the responsibility of each individual and are particularly important when dealing with the public. Employees are expected to observe the community standard of dress, appearance, and hygiene.
5. Vehicle and equipment operators are usually under direct observation by residents and should avoid practices that create an impression of discourtesy or recklessness.
6. All employees are subject to approach by persons desiring information, opinions, or names concerning City affairs, controversial events or possibly confidential materials. These requests should be referred to the Department Head for handling and the circulation of rumors, gossip, half-truths or mistaken opinions avoided.
7. Safety rules should be followed, common sense used, and any hazardous conditions or places reported at once.
8. Expendable supplies and energy are increasingly expensive. Everyone is expected to make full use of supplies, make efficient use of fuel and electricity, and conserve when possible.

### CONDUCT AND ETHICAL BEHAVIOR <sup>14</sup>

All employees are public servants and are subject to certain Florida Statutes and Policy decisions of the City Council. These are all to protect the interests of the general public and assure the City residents that the public's business will be carried out properly without favoritism to individuals or factions. These rules are called: "**Standards of Conduct and Ethics**"

#### **Financial Interest**

No employee shall have any interest, financial or otherwise, direct or indirect; engage in any business

transaction or professional activity; or incur any obligation of any nature which is in substantial conflict with the proper discharge of his or her duties in the public interest.

### **Gratuities**

No employee shall solicit or accept anything of value, regardless of its nature, in connection with City employment, from any person, partnership, corporation or other entity, with the expectation or understanding that preferential treatment will result or that may tend to influence the employee in the performance of duties.

### **Payment from Other Public Funds**

No employee will receive payment for services from any other public or private organization receiving local, state or federal financial support without Department Head approval.

### **Use of Government Property**

No employee shall use or allow the use of public property of any kind for other than officially approved activities.

### **Use of Government Information**

No employee shall use or allow the use of official information gained through employment, which has not been made available to the general public, for furthering a private interest of any sort.

### **Civil Disorders**

No employee shall participate in riot or civil disorder.

### **General Conduct**

No employee shall engage in criminal, infamous, dishonest, immoral, or other conduct injurious or prejudicial to the City, the public interest, the work force, or the general public. Those employees in positions of public trust or who handle information of a sensitive or confidential nature are expected to exercise integrity and discretion.

### **Gambling**

No employee shall participate in any gambling activity of any kind while on duty or while on City-owned property.

### **Distribution or Solicitation** <sup>14</sup>

The distribution of literature during working hours in areas where the actual work of employees is performed, such as offices, warehouses, police stations, ~~fire stations~~, and any similar public installations is prohibited. Moreover, the soliciting of public employees during the working hours of the employee who is involved in the soliciting is prohibited.

## **POLITICAL ACTIVITY**

All City employees are permitted to hold membership in and support a political party, or maintain neutrality. Outside work hours and away from City property, employees may take an active role by attending meetings, supporting candidates, and working in campaigns.

## **OUTSIDE EMPLOYMENT ACTIVITY**

Employees are hired with the expectation that the City will receive full faith and effort and that outside work or other activities will not interfere with work performance, cause a possible conflict of interest, or reflect unfavorably on the City due to the nature of the activity. An employee considering outside profit-making activity of any sort is to first secure the approval of the Department Head. Approval may be withdrawn if there is an unfavorable impact on work performance.



# CHAPTER 7

## EMPLOYEE RELATIONS <sup>14, 15</sup>

### ADVANCEMENT AND TRANSFER

The City benefits by encouraging employees to train and qualify for better positions in the service. Efforts will be made to work with those individuals who express an interest and desire to improve work related job skills. Whenever possible a present employee will be promoted rather than hire a new person.

### SEPARATION PROCEDURE <sup>15</sup>

Upon separation of an employee and before the final paycheck is released by Human Resources ~~the Finance Director~~, the Department Head shall reclaim and account for all City property, of any nature, in the care, custody or possession of the employee. Any amounts owed the City by the employee shall be deducted from final compensation or other appropriate action taken. An exit interview may be performed by Human Resources ~~the Personnel Administrator~~.

### GRIEVANCE PROCEDURES <sup>14, 15</sup>

#### Policy

It is the intent and policy of the City to provide individual employees a means of assuring fair and equitable treatment in all matters related to their employment with the City. For this purpose an independent, impartial review process is established to investigate and resolve complaints, grievances, discrimination claims or other matters related to personnel practices. Human Resources staff ~~The Personnel Administrator~~ will be the coordinator of the Grievance Committee.

#### Grievance Committee <sup>14</sup>

**Intent** - The Committee is established to provide a means for the City employees to be heard by an impartial, independent group which will serve as a mediator in the interpretation and enforcement of City personnel policies and practices.

**Composition** - There shall be three members of the Committee. One regular and one alternate member from the Police Department; one regular and one alternate from the Departments of Finance, Administration, General Services, and Public Works; and one regular and one alternate member from the City Clerk's Office. They shall be appointed by the City Council.

**Term** - Members serve for a term of two years and may be reappointed by the City Council without time limit.

**Replacement** - Should any Committee member be absent from two or more meetings in one year without good cause the Chairperson has the authority to request the appointing City Council to name a replacement for the remainder of the term.

**Organization** - The Committee members shall elect a Chairperson and Secretary from its members by a majority vote.

**Chairperson** - The Chairperson shall have authority as follows:

- a) If Chairperson is from the same Department as the aggrieved employee, the Chairperson is to step down and the Committee will elect a Chairperson by majority vote of the Committee.
- b) Establish the time and place of meetings.
- c) Preside at the meetings, decide procedural questions and maintain orderly conduct of hearings.
- d) Approve and sign meeting minutes, hearing recommendations and reports.
- e) Act to assure the integrity and impartial nature of the Committee.
- f) Exercise voting rights in all matters.
- g) Disqualify Committee members for cause from hearing a specific employee appeal.

**Secretary** - The secretary shall keep minutes and records of the Committee, record votes, dissenting opinions (when so requested) and prepare the written recommendations of the Committee.

**Publication** - The names of Committee members shall be distributed to the City workforce and posted on the employee bulletin board.

**Compensation** - All Committee members shall serve without compensation. City employees shall receive normal pay and not be penalized due to Committee activities or meetings during their regularly scheduled work hours.

**Meetings** - Shall be held when required and reasonable notice shall be given to the members and participants. A called meeting shall be held at the request of three Committee members with reasonable notice to be given to all City employees and the other members of the Committee.

**Rules of Order** - Roberts Rules of Order shall be used as the procedural guide in Committee meetings and hearings.

**Quorum** - A quorum shall consist of two members present and voting. No meeting shall be held unless a quorum is present.

**Decisions** - All Committee recommendations or decisions shall require a majority of the members present and voting.

**Voting** - All voting shall be by roll call and rotating alphabetical order among the Committee members.

**Committee Expenses** - The Committee, by majority vote, may request the services of the City Attorney or recommend expenditures. Expenditures require the written approval of the City Administrator.

**Disqualification** -

- a) The Chairperson shall, prior to a hearing, permit challenges from the parties involved concerning the impartial position of any member due to work or personal relationship with the parties to the appeal. The other members shall vote to uphold or reject the challenge.
- b) A Committee member may ask to be excused from hearing a specific action if it is felt that prior opinion, knowledge, or relationships might jeopardize the impartial requirements of the

- Committee decision.
- c) The Chairperson may disqualify a Committee member for cause.

### **Employee Review Requests**

1. The employee is to discuss the complaint with his/her immediate Supervisor within seven (7) calendar days after being made aware of a cause for complaint. The immediate Supervisor shall orally respond to the employee within four (4) calendar days.
2. The employee, if dissatisfied, may appeal the decision of the Supervisor to the Department Head. The employee shall directly inform the Department Head within three (3) calendar days that a review of the complaint is requested. The Department Head shall meet with the employee within seven (7) calendar days of the review request. The review meeting shall be informal and a sincere attempt made to resolve the situation by the Department Head who shall fully investigate the allegations and hold more than one meeting if necessary. At the conclusion of the review the Department Head shall:
  - a) Prepare a written statement of the employee's complaint which is to be read, approved as correct, and signed by the employee.
  - b) Prepare a written response and signed decision concerning the complaint.
  - c) Distribute copies of the statement and response to the employee, keeping one copy.
  - d) These forms and decisions shall be delivered within seven (7) calendar days of the review meeting between the employee and the Department Head.

### **Grievance Appeal**

Should the employee be dissatisfied with the decision of the Department Head, an appeal may be filed in writing within five (5) calendar days to his/her Departmental Representative that serves on the Grievance Committee, requesting a review of the matter. The Representative shall within seven (7) calendar days notify the Grievance Committee Chairperson with a written statement and request an appeal hearing be set.

### **Hearing Procedures**

The Grievance Committee Chairperson shall set an appeal hearing within thirty (30) calendar days after receiving notice of the employee's appeal from the Departmental representative. The Grievance Committee shall conduct its hearings in an informal, orderly manner compatible with the intent of an impartial, objective proceeding to determine the facts and assure a fair decision. Both the employee and the City may present witnesses and introduce exhibits and other evidence. The Department Head shall personally appear and participate if necessary. The City shall tape record the proceedings, but any additional record shall be the responsibility of the employee.

### **Committee Authority**

The Committee shall have the right to determine the admission of evidence, question and re-examine participants and witnesses, be represented by legal counsel, subpoena witnesses and documents and administer oaths. The Chairperson of the Committee shall preside over the hearing and establish procedures for an orderly meeting. All persons testifying shall be administered an oath and be subject to cross-examination.

### **Failure to Appear**

Should either the aggrieved employee or the Department Head, after due notice, fail to appear at the hearing, the Committee has the authority to decide which of the following actions to take:

- a) Hold the hearing and render a recommendation.
- b) Request a written statement from the absent party or parties and reschedule the hearing for a later date when all parties can be present.

### **Committee Recommendation**

The Grievance Committee may uphold the position of either party, either in whole or in part, recommend modified actions, or other solutions to resolve the situation equitably and fairly. Should the Committee recommendation reverse or reduce the disciplinary action previously imposed which resulted in reduced salary compensation to the aggrieved employee, the Committee may recommend that the aggrieved employee receive a compensation adjustment up and to the gross salary. The Grievance Committee shall make its report and recommendations to the Department Head. Recommendations of the Committee shall be written, signed by the Chairperson, and delivered within seven (7) calendar days to the participants. The Department Head shall accept, reject, or modify the recommendations of the Grievance Committee within seven (7) working days.

### **City Council Appeal** <sup>15</sup>

Should either the aggrieved employee or the Department Head not accept the decision of the Grievance Committee they may then appeal to the City Council. The party appealing shall file written notice with **Human Resources staff** ~~the Personnel Administrator~~ within seven (7) calendar days of receiving the findings of the Department Head, and request a hearing. The City Council shall hold a hearing not later than twenty (20) calendar days after receiving the appeal. The Council may confirm, modify, amend or reverse the recommendation of the Department Head. The decision shall be in writing and delivered to the parties within seven (7) calendar days of the hearing. The decision of the Council shall be final.

## **TYPES OF SEPARATIONS**

Separations from service are categorized as:

### **Resignation**

Two calendar weeks notice must be given by the employee for classification as resignation in good standing with retention of the re-employment privilege.

### **Layoff**

A reduction in work force is an involuntary separation, not involving misconduct, inefficiency, or other delinquency. The employee is given two weeks notice or two weeks severance pay in lieu of notice. Layoffs will generally be in reverse seniority sequence within each job classification after temporary and probationary employees are separated. Employees will be recalled in seniority sequence, depending on classification vacancies and length of service.

### **Loss of Job Requirements**

An employee who is unable to perform the job adequately, due to loss of license, bond, or other requirement may be separated by layoff, transferred to other duties or demoted.

### **Disability**

The City will first attempt to reasonably accommodate a disabled employee, then require extended leave without pay or layoff.

### **Death**

An employee's spouse, next of kin, or estate receives all monies and other benefits due to the deceased.

### **Retirement**

The employee will receive all accumulated vacation leave and other benefits for which payment is due.

### **Police Officers, Sworn Personnel**

A separate procedure has been established under Police Officers Bill of Rights, Florida Statutes 112 and will govern disciplinary action procedures concerning Police Officers, excluding the Police Chief.

## **WORK RULES**

In order to provide general guidance to our employees, the City has established certain work rules in the form of a list of prohibited conduct. Engaging in any of the following will result in disciplinary action up to, and including, immediate discharge:

1. Use, possession, sale, purchase or being under the influence of alcoholic beverages, intoxicating drugs, or other intoxicants at any time, on City premises or while on City paid time.
2. Theft, embezzlement, fraud or unauthorized possession of the City's or an employee's property.
3. Carrying or having possession of weapons or explosives (on your person or on the premises).
4. Personal acceptance of a fee, gift, or other valuable item from others doing business with the City.
5. Being convicted of a felony or misdemeanor involving turpitude (shameful act or baseness).
6. Horseplay or other disorderly conduct.
7. Intentionally destroying or damaging City property.
8. Falsification of City records including, but not limited to, the employment application, time records, forms, reports, or any other documents required by the City.
9. Non-compliance with or disregard for safety rules and/or practices or engaging in any conduct that is unsafe in nature.
10. Being absent from work without permission, coming to work late, abuse of sick leave, or leaving the premises without permission.
11. Threatening, intimidating, coercing, interfering, harassing, using abusive language towards anyone (i.e., the public, co-workers, supervisors, etc.) or other conduct unbecoming a City employee.
12. Failure to get along with fellow employees to the extent that work being performed is hindered or below required standards.
13. Incompetence, failure to perform assigned work in an efficient manner, or performance which, in the City's opinion, does not meet the requirements of the position.
14. Use of City material, time, or equipment for the manufacture or production of an article for unauthorized purposes or for personal use, or being wasteful of City materials, property, or working time.
15. Smoking in restricted areas.
16. Insubordination or refusal to comply with instructions or failure to perform duties to which assigned.
17. Sleeping on the job.
18. Violation of the provisions of these rules or any rules, regulations and policies prescribed by the City or department head.
19. Any action or inaction which is a hindrance to the effective performance of City functions or reflects discredit upon the City.
20. Engaging in such other practices which may be inconsistent with the ordinary and reasonable rules of conduct necessary to the welfare of the City, employees, and other citizens.

21. The harassment of any employee due to membership in any protected class, i.e., sex, race, color, national origin, age, religion, disability, etc.
22. Verbal, written and/or physical assaults.

**Please note:** This list is not all-inclusive and other behavior may subject employees to disciplinary action up to and including immediate termination.

## **DISCIPLINARY ACTIONS**

The City expects employees to perform their assigned duties at or above satisfactory levels; to follow accepted standards of workplace behavior; and to comply strictly with all laws, rules, and regulations. The purpose of disciplinary action is to correct problem situations, provide an atmosphere in which the employee can learn from past mistakes, and minimize the employee's loss of dignity and self-esteem.

The types of disciplinary action are outlined below. Disciplinary actions are not necessarily sequential. Disciplinary action includes, but is not necessarily limited to:

- Informal Counseling
- Written Warning
- Suspension
- Termination

### **1. Informal Counseling**

The Supervisor or Department Head will counsel the employee privately on an informal basis. The seriousness of the problem and the possible consequences if the employee does not correct the problem will be explained. The specific policies or procedures which apply to the situation will be reviewed.

### **2. Written Warning**

For repeated or serious problems, either performance or conduct, the supervisor will formally counsel the employee and issue a written warning explaining the nature of the problems and what the employee must do to correct it. This session will be documented and signed by the employee, supervisor and/or Department Head. This warning will include a description of more serious forms of discipline, including suspension and termination, that may occur if the problem is not resolved.

### **3. Suspension**

The Department Head, or his/her designee, may suspend an employee for a specified number of days depending on the seriousness of the situation. The suspension notice will include a final warning indicating that termination will be the next step in the process.

At the discretion of the Department Head or his/her designee, the employee may be given a Corrective Performance Plan instead of being suspended. The Corrective Performance Plan is a final resolution attempt to correct a performance or conduct problem. Failure to achieve the specified results within the specified time frame will result in termination.

### **4. Termination**

The Department Head, or his/her designee, reserves the right to discharge an employee for just cause. The City's right to discharge shall be deemed to include the right to suspend without pay, demote, or otherwise discipline an employee in lieu of discharge.

**THE EMPLOYEE HANDBOOK WAS PREPARED BY:**  
**THE CITY OF OKEECHOBEE**  
**AND IS SUBJECT TO PERIODIC REVIEW BY THE CITY COUNCIL**  
**AS TO AMENDMENTS WHEN NECESSARY FOR**  
**COMPLIANCE TO**  
**STATE, FEDERAL AND LOCAL LAW.**

Adopted: 1996-10-15

<sup>1</sup> Revised 1999-08-17, Ch 2 Hiring Process; Qualifications.

<sup>2</sup> Revised 2000-03-21, Ch 2 Hiring Process; Qualifications and Evaluation Period.

<sup>3</sup> Revised 2002-05-07, Ch 4 Sick Leave.

<sup>4</sup> Revised 2002-08-26, Ch 3 Paid Holidays.

<sup>5</sup> Revised 2003-07-15, Ch 2 Step Pay Plan.

<sup>6</sup> Revised 2004-10-19, Ch 3 Education Reimbursement.

<sup>7</sup> Revised 2006-02-21, Ch 2 Hiring Process; Qualifications.

<sup>8</sup> Revised 2007-04-17, Ch 3 457 Deferred Plan.

<sup>9</sup> Revised 2009-09-15, Ch 3 Paid Holidays.

<sup>10</sup> Revised 2016-07-19, Ch 3 Retirement Plan; Special Pay Plan. Ch 4 Annual Leave; Payment for Unused Annual Leave. Ch 4 Sick Leave; Payment for Unused Sick Leave.

<sup>11</sup> Revised 2016-08-16, Ch 3 Retirement Plan; Special Pay Plan. Ch 4 Annual Leave; Payment for Unused Annual Leave. Ch 4 Sick Leave; Payment for Unused Sick Leave.

<sup>12</sup> Revised 2017-10-17, Ch 2 Smoke-Free Policy.

<sup>13</sup> Revised 2018-05-01, Ch 2 Hiring Process; Qualifications.

<sup>14</sup> Revised 2023-04-04, Ch 1 General Information, City Departments. Ch 2 Employment, Application Policy. Ch 2 Employment, Types of Appointments, Excluded Positions. Ch 2 Employment, remove Step Pay Plan added in Revision 5. Ch 3 Employee Benefits; Paid Holidays; Alternatives. Ch 5 Hours, Pay, & Safety; Work week and Attendance. Ch 7 Employee Relations; Grievance Procedures; Grievance Committee Composition and Quorum. Remove references to Fire Department excluding the Retirement section.

<sup>15</sup> Revised 2024-02-06, Transferring Personnel Administrator, employee benefits, forms, applications, and workers compensation duties to Human Resources, and corrections to the Education Reimbursement section to match new Contract: Ch 1 General Information; Ch 2 Employment; Ch 3 Employee Benefits; Ch 4 Leave Benefits; Ch 7 Employee Relations.



## RESOLUTION NO. 2024-01

**A RESOLUTION OF THE CITY OF OKEECHOBEE, FLORIDA; PROVIDING FOR AMENDMENTS TO THE SUMMARY OF DUTIES FOR THE OFFICE OF THE CITY CLERK AS PROVIDED IN SECTION THREE OF RESOLUTION NO. 2022-11, TRANSFERRING THE DUTY OF PERSONNEL ADMINISTRATOR TO HUMAN RESOURCES; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, on December 20, 2022, the City Council of the City of Okeechobee, Florida ("City") adopted Resolution No. 2022-11, which outlined the duties and responsibilities of the Office of the City Clerk, including that of the Personnel Administrator; and

**WHEREAS**, it becomes necessary from time to time, for the City Council to amend various provisions and appointments. Due to amendments, additional requirements, and complexity of Federal and State laws regarding personnel and employment practices, the City Council approved within the Budget for Fiscal Year 2023-24, the proposed expenditures to add a position that would be dedicated to specifically oversee human resources/personnel matters for the City; and

**WHEREAS**, it is found to be in the best interests of the citizens of the City to create the Human Resources division under the Administration Department, and to transfer all personnel matters from the Office of the City Clerk to the Human Resources staff; and

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

**NOW, THEREFORE**, be it resolved before the City Council for 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. Recitals.** The foregoing "WHEREAS" clauses are ratified and confirmed as being true and correct and are made a specific part of this Resolution.

**Section 2. Amending a portion of Section 3, Duties and Responsibilities.**

That these paragraphs which provides the Duties and Responsibilities within Section 3 of Resolution No. 2022-11, be amended, removing the Personnel Administrator duties as follows:

- ~~Serves as the Personnel Administrator in order to implement and maintain the policy decision of the City Council related to Personnel Administration; oversees and monitors the employment practices to assure legal compliances and avoid situations and controversies that could be harmful to the City or employees; coordinates with Department Heads to maintain fair and consistent practices and employee treatment; assists with the creation, modification and maintaining the job descriptions for each department; oversee and coordinate the Grievance Committee.~~
- ~~For all City departments: this position processes applications for employment; oversees a portion of new hires onboarding; maintains personnel and medical files on employees; compiles, tracks, and maintains employees accrued leave benefits; oversees and maintains employee bulletin boards are maintained properly for required notices of Federal and State laws.~~

**Section 3. Conflicts.** All Resolution or parts of Resolutions in conflict herewith are hereby repealed.

**Section 4. Severability.** If any section, subsection, sentence, clause, phrase or portion of this Resolution, or application hereof, is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion or provision and such holding shall not affect the validity of the remaining portions or applications here.

**Section 5. Effective Date.** This Resolution shall take effect immediately upon adoption.

**INTRODUCED AND ADOPTED** in Regular Session this **6<sup>th</sup>** day of **February 2024**.

ATTEST:

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

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

**REVIEWED FOR LEGAL SUFFICIENCY:**

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

**GRANT AGREEMENT  
STATE OF FLORIDA  
DEPARTMENT OF COMMERCE**

**THIS GRANT AGREEMENT NUMBER HL208** ("Agreement") is made and entered into by and between the State of Florida, Department of Commerce ("Commerce"), and the City of Okeechobee ("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 2 and Exhibit 1 to Attachment 2: Audit Requirements
- Attachment 3: Audit Compliance Certification
- Attachment 4: Minority and Service-Disabled Veteran Business Enterprise Report
- Attachment 5: Total Compensation for Executive Leadership [if applicable]

**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; and

**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, 2025 (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 One Million, Two Hundred Thousand Dollars and Zero Cents (\$1,200,000.00) in consideration for Grantee's performance under this Agreement. Commerce shall not provide Grantee an advance of Award Funds under this Agreement. Any advance payment under this Agreement is subject to section 216.181(16), F.S. Travel expenses are not authorized under this Agreement. 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/EFT Section of the Division of Accounting and Auditing at (850) 413-5517. Once enrolled, invoice payments shall be made by EFT.

### D. MODIFICATION

If, in Commerce's sole and absolute determination, changes to this Agreement are necessitated by law or otherwise, Commerce may at any time, with written notice of all such changes to Grantee, modify this Agreement within its original scope and purpose. Grantee shall be responsible for any due diligence necessary to determine the impact of the modification. Any modification of this Agreement requested by Grantee must be in writing and duly signed by all Parties in order to be enforceable.

### E. AUDIT REQUIREMENTS AND COMPLIANCE

- 1. Florida Single Audit Act - Section 215.97, Florida Statutes ("F.S.").** Grantee shall comply with all applicable provisions of s. 215.97, F.S., 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 records 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. 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 Grantees use of Award Funds, and Grantee shall provide Commerce with copies of any records within 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 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 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 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**

Prior to execution of this Agreement, Grantee must disclose in a written statement to Commerce's Agreement Manager all prior or on-going civil or criminal litigation, investigations, arbitration or administrative proceedings (collectively "Proceedings") involving this Agreement. Thereafter, Grantee has a continuing duty to promptly disclose all Proceedings upon occurrence. This duty of disclosure applies to Grantee's or subcontractor's officers and directors when any Proceeding relates to the officer or director's business or financial activities. Details of settlements that are prevented from disclosure by the terms of the settlement may be annotated as such. Grantee shall promptly notify Commerce's Agreement Manager of any Proceeding relating to or affecting the Grantee's or subcontractor's business. If the existence of such Proceeding causes the State concern about Grantee's ability or willingness to perform the Agreement, then upon Commerce's request, Grantee shall provide to Commerce's Agreement Manager all reasonable assurances that: (i) Grantee will be able to perform the Agreement in accordance with its terms and conditions; and (ii) Grantee and/or its employees, agents, or subcontractor(s) have not and will not engage in conduct in performing services for Commerce which is similar in nature to the conduct alleged in such Proceeding.

#### **J. ADVERTISING AND SPONSORSHIP DISCLOSURE**

1. **Limitations on Advertising of Agreement.** Commerce does not endorse any Grantee, commodity, or service. 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 authorized distributors, dealers, resellers, or service representatives.
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 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. 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) 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 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 "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 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.

## L. 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.

## **M. 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 the responsible parent or guardian of the recipient when authorized by law.

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 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 affected persons is required by statute, Grantee shall provide that notification, but only after receipt of Commerce's written approval of the contents of the notice. Defined statutorily, 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.

#### **N. 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.

#### **O. 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 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.

**P. 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 nonconsumable 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.

**Q. REQUIREMENTS APPLICABLE TO THE PURCHASE OF OR IMPROVEMENTS TO REAL PROPERTY**

In accordance with s. 287.05805, F.S., if funding provided under this Agreement is used for the purchase of or improvements to real property, Grantee shall grant Commerce a security interest in the property in the amount of the funding provided by this Agreement for the purchase of or improvements to the real property for five years from the date of purchase or the completion of the improvements or as further required by law.

Upon the Expiration Date of the Agreement, Grantee shall be authorized to retain ownership of the improvements to real property set forth in this Agreement in accordance with the following: Grantee is authorized to retain ownership of the improvements to real property so long as: (1) Grantee is not sold, merged or acquired; (2) the real property subject to the improvements is owned by Grantee; and (3) the

real property subject to the improvements is used for the purposes provided in this Agreement. If within five years of the termination of this Agreement, Grantee is unable to satisfy the requirements stated in the immediately preceding sentence, Grantee shall notify Commerce in writing of the circumstances that will result in the deficiency upon learning of it, but no later than 30 calendar days prior to the deficiency occurring. In such event, Commerce shall have the right, within its sole discretion, to demand reimbursement of part or all of the funding provided to Grantee under this Agreement.

## **R. CONSTRUCTION AND INTERPRETATION**

The title, 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 "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.

## **S. CONFLICT OF INTEREST**

This Agreement is subject to chapter 112, F.S. Grantee shall disclose the name of any officer, director, employee, or other 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.

## **T. 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.

## **U. 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. In accordance with section 448.095, F.S., the State of Florida expressly 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.

#### **V. NOTIFICATION 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.

#### **W. 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.

#### **X. ASSIGNMENTS**

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*.

#### **Y. ENTIRE AGREEMENT; SEVERABILITY**

This Agreement, and the attachments and exhibits hereto, embodies 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. This Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute one and the same instrument. 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.

## **Z. 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, Grantee files with Commerce a petition for administrative hearing. Commerce's final order on the petition shall be final, subject to any right of Grantee to judicial review pursuant to chapter 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.

## **AA. INDEMNIFICATION**

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.

1. 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.
2. 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 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.

3. 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.
4. 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.

#### BB. CONTACT INFORMATION FOR GRANTEE AND COMMERCE CONTACTS

<b>Grantee's Payee:</b>	<b>Grantee's Agreement Manager:</b>
City of Okeechobee	Connie Vanassshe, Grantee Assistant
55 SE 3 <sup>rd</sup> Avenue	CAS Governmental Services, LLC
Okeechobee, FL 34974	Post Office Box 210623; Royal Palm Beach, FL 33421-0623
Phone: 863-763-3372	Phone: 516-512-0089
Email: ccvgovser@gmail.com	Email: ccvgovser@gmail.com

#### **Commerce's Agreement Manager:**

Bridgett Jackson
107 East Madison Street, B047
Tallahassee, Florida 32399
850-245-7459
850-245-7170
Bridgett.Jackson@commerce.fl.gov

#### CC. 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, if the sender on the same day sends a confirming copy of such notice by certified or registered mail; (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 third business day following the day on which the same is sent by certified or registered mail, postage prepaid, with return receipt.

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

IN WITNESS THEREOF, and in consideration of the mutual covenants set forth above and in all 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.

<b>FLORIDA DEPARTMENT OF COMMERCE</b>		<b>CITY OF OKEECHOBEE</b>	
By	_____	By	_____
	Signature		Signature
	_____		_____
Title	J. Alex Kelly Secretary	Title	Dowling R. Watford, Jr. Mayor
	_____		_____
Date	_____	Date	_____

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: \_\_\_\_\_

Approved Date: \_\_\_\_\_

Attest:

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

Reviewed for Legal Sufficiency:

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

## ATTACHMENT 1 SCOPE OF WORK

- A. PROJECT DESCRIPTION:** For State Fiscal Year 2023-2024, the Florida Legislature appropriated One Million, Two Hundred Thousand Dollars and Zero Cents (\$1,200,000.00) in Specific Appropriation line 2341A, from the General Revenue Fund of the General Appropriation Act (“GAA”) to the City of Okeechobee (Grantee) for the Okeechobee City Hall Resiliency Hardening Improvements Project (Project).

Funding under this agreement will be used for renovations and repairs to City Hall, a 1926 facility located in Rural Area Opportunity. Renovation and repairs shall include but are not limited to replace doors and windows, roof replacement and structural strengthening. This project will address resiliency hardening and preservation of City Hall, with the goal of protecting the lives, health, and safety of City Hall employees, elected officials, and citizens.

- B. GRANTEE RESPONSIBILITIES** Grantee shall, in addition to all other requirements set forth in the Agreement and this Scope of Work, perform the following activities:

1. Complete renovation and repair activities of the Okeechobee City Hall to include but not limited to:
  - a. Design and Engineering Services
    - i. Submit to Commerce’s Agreement Manager a copy of the final Design, Engineering and Construction Plans for the Project.
    - ii. Permitting
  - b. Complete the following renovation and repair activities for the Project in accordance with final plans and budget to include but not limited to:
    - i. Doors and windows
    - ii. Stucco
    - iii. Porch
    - iv. Shutters
2. Provide Commerce copies of all contracts and subcontracts entered into in furtherance of the project, for which Grantee is seeking reimbursement under this Agreement. All such contracts and subcontracts must be procured in compliance with the Grantee’s policies and procedures, and with applicable law.
3. In performing under this Agreement, Grantee shall comply with all applicable laws, rules, and regulations, including but not limited to any applicable requirements of Chapter 255, Florida Statutes.

- C. COMMERCE’S RESPONSIBILITIES:** Commerce shall monitor progress, review reports, conduct site visits as determined necessary by Commerce, and process payments to Grantee.

- D. DELIVERABLES:** Grantee agrees to provide the following services as specified:

Deliverable No. 1 Renovation and Repairs of Okeechobee City Hall			
Tasks	Minimum Service	Level of	Financial Consequences

Grantee shall complete the renovation and repair activities for City Hall facility in accordance with Section B.1. of this Scope of Work.	Grantee may request reimbursement upon completion of a renovation and/or repair activity in accordance with Section B.1. of this Scope of Work in the following increments: 10%, 20%, 30%, 40%, 50%, 60%, 70%, 80%, 90%, and 100%, as evidenced by submission of the following documentation: a. Completed AIA Forms G702 and G703 or their substantive equivalents, signed by a licensed professional certifying to the percentage of Project completion; b. Photographs of Project in progress (if applicable); and c. Invoice package in accordance with Section 6 of this Scope of Work.	Failure to complete the Minimum Level of Service will result in non-payment.  Failure to complete construction of the project in accordance with Section B.1 of this Scope of Work during the Agreement Period shall result in a financial consequence of five percent (5%) of the total available under this deliverable (\$60,000.00).
		<b>Deliverable 1 - \$1,200,000.00</b>
<b>TOTAL AWARD NOT TO EXCEED: \$1,200,000.00</b>		

**A. REPORTING:**

1. Quarterly: Grantee shall provide a quarterly report listing all progress relating to the Deliverables in Section D. Quarterly reports are due to Commerce within 30 calendar days after the end of each quarter, until submission of the final invoice package. The ending dates for each quarter of the program year are September 30, December 31, March 31, and June 30. The quarterly report shall include a summary of project progress, indicating percentage of completion of each Deliverable, and all additional reports which are required pursuant to this Agreement, including but not limited to, reports documenting the positive return on investment to the State that results from Grantee's project and its use of Award Funds. The summary shall also include any issues or events occurring which affect the ability of the Grantee to meet the terms of this Agreement. **If all required reports and copies are not sent to Commerce or are not completed in a manner acceptable to Commerce, payments may be withheld until the reports are properly completed or otherwise allowable by law.**
2. Minority and Service-Disabled Veteran Business Enterprise Report: Grantee shall provide a Minority and Service-Disabled Veteran Business Enterprise Report (Attachment 4) with each invoice summarizing the participation of certified and non-certified minority and service-disabled veteran subcontractors and material suppliers for that period and the project to date. Grantee shall include the names, addresses, and dollar amount of each certified and non-certified Minority Business Enterprise and Service-Disabled Veteran Enterprise participant. Commerce's Minority Coordinator can be reached at (850) 245-7455 to answer concerns and questions.
3. Close-out Report: No later than 60 calendar days after the Agreement ends or is terminated, Grantee shall provide copies of all paid invoices to document completed work.



4. [If applicable] Annual Report: The Grantee shall submit an Annual Report (Attachment 5), including the most recent IRS Form 990, detailing the total compensation for the Grantee's executive leadership team(s). Total compensation shall include salary, bonuses, cash-in leave, cash equivalents, severance pay, retirement benefits, deferred compensation, real property gifts and any other payout. All compensation reports must indicate what percent of compensation comes directly from the State and/or Federal allocations. The annual report will be due to Commerce 30 calendar days after the submittal of the 990 form to the IRS. The Grantee must inform Commerce of any changes in total executive compensation between annual reports within 60 calendar days of the change

**B. INVOICE SUBMITTAL AND PAYMENT SCHEDULE:** Commerce shall pay Grantee in accordance with the following schedule in the amount identified per deliverable in Section D above. The deliverable amount specified does not establish the value of the deliverable. In accordance with the requirements of s. 215.971(1), F.S., and the **Audit Requirements and Compliance** section of this Agreement, Grantee and its subcontractors may only expend funding under this Agreement for allowable costs resulting from obligations incurred during the Agreement period.

1. Grantee shall provide no more than one invoice per month for all services rendered during the applicable period. Grantee shall submit invoices as set forth below to be eligible to receive and retain payment for the performance of duties and completion of deliverables set forth above. Grantee shall submit all documentation necessary to support Grantee's expenditures. Commerce may request any information from Grantee that Commerce deems necessary to verify that Grantee has performed the services for which payment is requested. Grantee's submission of each invoice package is Grantee's certification that it has performed the services and incurred the costs in compliance with all applicable laws and the terms of this Agreement. Grantee will provide invoices in accordance with the requirements of the Reference Guide for State Expenditures available at: [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). Invoices must be legible and must clearly reflect the performance for which payment is sought. Payment does not become due under this Agreement until Commerce accepts and approves the invoiced deliverable(s) and any required report(s). At Commerce's option, Grantee may submit invoices electronically. Grantee shall submit its final invoice for payment to Commerce no later than 60 days after this Agreement ends and Commerce may, at Commerce's sole and absolute discretion, refuse to honor any requests for payment submitted after this deadline.
2. Invoices must contain Grantee's name, address, federal employer identification number or other applicable Grantee identification number, the Agreement number, the invoice number, and the invoice period. Grantee shall submit the following documents with the itemized invoice:
  - a. A cover letter signed by Grantee's Agreement Manager certifying that the costs being claimed in the invoice package: (1) are specifically for the project represented to the State in the budget appropriation; (2) are for one or more of the components as stated in Section D, Deliverables, of this Scope of Work; (3) have been paid or that professional services have been rendered in a rural community or rural area of opportunity as defined in section 288.065(2), F.S.; and (4) were incurred during the Agreement period;
  - b. Grantee's invoices shall include the date, period in which work was performed, amount of reimbursement, and work completed to date;
  - c. A certification by a licensed engineer using AIA forms G702 and G703, or their substantive equivalents, certifying that the project, or a quantifiable portion of the project, is complete;
  - d. Before and after photographs of the completed work;
  - e. A copy of all supporting documentation for vendor payments;
  - f. A copy of the cancelled check(s) specific to the project; and
  - g. A copy of the bank statement that includes the cancelled check.



3. The State may require any other information from Grantee that the State deems necessary to verify that the services have been rendered under the Agreement.
4. All documentation necessary to support payment requests must be submitted with Grantee's invoice for Commerce's review.
5. Grantee's invoice and all documentation necessary to support payment requests must be submitted into Commerce's Subrecipient Enterprise Resource Application (SERA). Further instruction on SERA invoicing and reporting, along with a copy of the invoice template, will be provided upon execution of the Agreement.
6. If the Grantee is a county or municipality that is a rural community or rural area of opportunity as those terms are defined in s. 288.0656(2), 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 s. 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.

**G. RETURN ON INVESTMENT:** Grantee is required to provide, on or before October 31, 2023, an initial report identifying actual returns on investment by fiscal year for state funding previously received (if applicable), as well as projected positive returns the state will receive by providing Grantee funding through this Agreement.

1. Beginning at the end of the first full quarter following execution of this Agreement, Grantee shall provide quarterly update reports directly to Commerce's Agreement Manager documenting the positive return on investment to the state that results from the Grantee's project and its use of monies provided under this Agreement.
2. Quarterly update reports shall be provided to Commerce's Agreement Manager within 30 calendar days after the end of each quarter thereafter until Grantee is instructed that no further reports are needed.

**H. FINANCIAL CONSEQUENCES FOR FAILURE TO TIMELY AND SATISFACTORILY PERFORM:** Failure to complete all deliverables in accordance with the requirements of this Agreement, and most particularly the deliverables specified above in Section D, Deliverables, will result in Commerce's assessment of the specified financial consequences. If appropriate, should the Parties agree to a corrective action plan, the plan shall specify additional financial consequences to be applied after the effective date of the corrective action plan. This provision for financial consequences shall in no manner affect Commerce's right to terminate the Agreement as provided elsewhere in the Agreement.

**- End of Attachment 1 (Scope of Work) -**

## 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 §200.1.

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 section 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 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 section 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 section 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 §200.1 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):  
 Department of Commerce  
 MSC # 75, Caldwell Building  
 107 East Madison Street  
 Tallahassee, FL 32399-4126

- 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):  
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.

*- Remainder of Page Intentionally Left Blank -*

**EXHIBIT 1 to Attachment 2**

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

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

State Project ***DEPARTMENT OF COMMERCE; CSFA 40.038; DIVISION OF COMMUNITY  
DEVELOPMENT - \$1,200,000.00***

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

***1. ACTIVITIES LIMITED TO THOSE IN THE SCOPE OF WORK***

*NOTE: List applicable compliance requirements*

NOTE: 2 CFR § 200.331, as revised, and s. 215.97(5), F.S., require that the information about Federal Programs and State Projects included in Exhibit 1 be provided to the recipient.

***- Remainder of Page Intentionally Left Blank -***

**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 s. 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 CFR 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

ATTACHMENT 4 - DEPARTMENT OF COMMERCE  
Office of Procurement  
CONTRACTOR MONTHLY MINORITY & VETERAN BUSINESS ENTERPRISE REPORT

(Company Name, Street Address, City & Zip Code)

Commerce Contract Number:

Commerce Project Name:

Contract Amount  
\$0.00

MBE Participation Amount: \$0.00

DV Participation Amount: \$0.00

MBE Percentage

DV Percentage

Contract Vendor Invoice # 0

Date (mm dd, yyyy)

MINORITY BUSINESS ENTERPRISE (MBE)

\*\* Include consultants, sub-contractors, travel agents, etc. who provided services on this project.

** Minority Business Enterprise	Description	** MBE Status	State Certified MBE (Yes or No)	MBE Contract \$ Amount	\$ Amount this Invoice	Total Paid	Balance Due	Project Type (Commodities or Contractual Services)
				\$ -	\$ -	\$ -	\$ -	
				\$ -	\$ -	\$ -	\$ -	
				\$ -	\$ -	\$ -	\$ -	
				\$ -	\$ -	\$ -	\$ -	
TOTALS				\$ -	\$ -	\$ -	\$ -	

\*\* Certified MBE: H - African American I - Hispanic J - Asian/Hawaiian K - Native American M - American Women  
\*\* Non-Certified MBE: N - African American O - Hispanic P - Asian/Hawaiian Q - Native American R - American Women

FLORIDA VETERAN BUSINESS ENTERPRISE (VBE)

\* Include consultants, sub-contractors, travel agents, etc. who provided services on this project.

* Florida Veteran Business Enterprise	Description	* V Status	State Certified V Business (Yes or No)	V Contract \$ Amount	\$ Amount this Invoice	Total Paid	Balance Due	Project Type (Commodities or Contractual Services)
				\$ -	\$ -	\$ -	\$ -	
				\$ -	\$ -	\$ -	\$ -	
				\$ -	\$ -	\$ -	\$ -	
				\$ -	\$ -	\$ -	\$ -	
TOTALS				\$ -	\$ -	\$ -	\$ -	

\* Certified V: W - Veteran Business \* Non-Certified V: Y - Veteran Business  
INCLUDE THIS FORM WITH YOUR INVOICE



Attachment 5  
Total Compensation for Executive Leadership

(Executive Order 20-44)

Entity Name:

Employee Name						
Title						
Salary						
Bonuses						
Cashed-In Leave						
Cash Equivalents						
Cash    Equivalents Description						
Severance Pay						
Retirement Benefits						
Employer-Paid Insurance Benefits						
Deferred Compensation						
Real Property Gifts						
Real Property Gifts Description						
Other Payouts						
Other        Payouts Description						
Employer-Paid Insurance Benefits						
Total Compensation						
Accrued Leave and Holiday Benefits						

Percentage of Total Compensation from Federal or State Funds						
--	--	--	--	--	--	--

**Definitions:**

**Executive Leadership** - Anyone who is included by name or title on the form 990, part VII, or Schedule J.

**Cash Equivalents:** Gift cards, vouchers, tickets, or other items of monetary value.

**Other payouts:** Cell phone allowances, tuition, gym memberships, and car allowances, etc.

**Employer-Paid Insurance Benefits:** Amount of insurance paid by the employer for health, vision, life, dental, disability, etc. (does not include taxes such as FICA, reemployment, etc.)

**Accrued Leave and Holiday Benefits:** Value of vacation, sick, and PTO accrued during the year and holiday available to the employee.

## DIVISION 2. - LONGEVITY SERVICE AWARDS

### Sec. 2-91. - Enumerated.

It is hereby declared to be the policy of the city to encourage career or longevity service by its employees and, as incentive for such longevity service, monetary awards to full-time employees based upon length of service shall be awarded as follows:

- (1) Twenty years: Any full-time employee who completes 20 years of continuous service or retires with 20 years continuous service, shall receive an award of \$250.00.
- (2) Twenty-five years: Any full-time employee who completes 25 years of continuous service or retires with 25 years of continuous service shall receive an award of \$500.00.
- (3) Thirty years: Any full-time employee who completes 30 years of continuous service or retires with 30 years continuous service shall receive an award of \$750.00.
- (4) Thirty-five years: Any full-time employee who completes 35 years of continuous service or retires with 35 years of continuous service shall receive an award of \$1,000.00.
- (5) Forty years: Any full-time employee who completes 40 years of continuous service or retires with 40 years continuous service, shall receive an award of \$1,250.00.
- (6) The term "full-time employee" shall, for purposes of this section only, include the following elected officials: councilmembers and city clerk.
- (7) The term "continuous service" shall, for purposes of this section only, include only years of actual service in the employment of the city.

(Code 1982, § 2-97)



