



CITY OF OKEECHOBEE

55 SE THIRD AVENUE
OKEECHOBEE, FL 34974

MAY 21, 2024

6:00 PM

LIST OF EXHIBITS

Mayor

Dowling R. Watford, Jr.

Council Members

Noel Chandler

Monica Clark

Bob Jarriel

David McAuley

Exhibit 1	National Public Works Week Proclamation
Exhibit 2	May 7, 2024 Regular Meeting Minutes
Exhibit 3	April 2024 Warrant Register
Exhibit 4	Disposal memo for 1999 Chevrolet Bucket Truck and 2003 Pickup Truck
Exhibit 5	Memo to postpone second reading of Ordinance No. 1289
Exhibit 6	Independent Contractor's Agreement with Roger Azcona
Exhibit 7	Local Government Cyber Security Grant Program Contract

Proclamation

Office of the Mayor City of Okeechobee, Florida

WHEREAS, Public Work professionals focus on infrastructure, facilities, and services that are of vital importance to sustainable and resilient communities and to the public health, high quality of life, and well-being of the people of the City of Okeechobee and;

WHEREAS, these infrastructure, facilities, and services could not be provided without the dedicated efforts of public works professionals and employees who are responsible for rebuilding, improving, and protecting our city's transportation, public buildings, parks and other structures and facilities essential for our citizens; and


WHEREAS, it is in the public interest for the citizens, civic leaders, and children in Okeechobee to gain knowledge of and maintain an ongoing interest and understanding of the importance of public works and public works programs in our community; and


WHEREAS, the year 2024 marks the 64th annual National Public Works Week sponsored by the American Public Works Association.

NOW THEREFORE, I, Dowling R. Watford, Jr., by virtue of the authority vested in me as Mayor of the City of Okeechobee, Florida, do hereby proclaim **May 19 through 25, 2024**, as "**National Public Works Week**" in the City of Okeechobee.

In witness whereof, on May 21, 2024, I have set my hand and caused this seal to be affixed.




Dowling R. Watford, Jr., Mayor

Attest: 
Lane Gamiotea, CMC, City Clerk



CITY OF OKEECHOBEE, FLORIDA
MAY 7, 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 May 7, 2024, at 6:00 P.M. in the City Council Chambers, located at 55 Southeast 3rd Avenue (AVE), Room 200, Okeechobee, Florida (FL). The invocation was offered by Council Member McAuley; followed by the Pledge of Allegiance led by Council Member Jarriel.

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" Jarriel and David R. McAuley.

III. AGENDA AND PUBLIC COMMENTS

A. There were no requests for modifications to the agenda.

B. Motion and second by Council Members Jarriel and McAuley to adopt the agenda as published.
Motion Carried Unanimously.

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

IV. PRESENTATIONS AND PROCLAMATIONS

A. Administrator Ritter introduced Mr. Andres Rodriguez. On May 3, 2024, he began his role as the City's new Contracts Manager.

B. Mayor Watford proclaimed the month of May 2024 as Building Safety Month, **Exhibit 1**. The Proclamation was presented to City Building Official, Mr. Jeffery Newell, and read into the record as follows: **"Whereas, the City of Okeechobee is committed to recognizing that our growth and strength depends on the safety and essential role our homes, buildings, and infrastructure play, both in everyday life and when disasters strike; and Whereas, our confidence in the resilience of these buildings that make-up our community is achieved through the devotion of vigilant guardians: building safety and fire prevention officials, architects, engineers, builders, tradespeople, design professionals, laborers, plumbers, and others in the construction industry, who work year-round to ensure the safe construction of buildings; and Whereas, these guardians are dedicated members of the International Code Council, a nonprofit, that brings together local, state, territorial, tribal, and federal officials who are experts in the built environment to create and implement the highest quality codes to protect us in the buildings where we live, learn, work, play; and Whereas, these modern building codes include safeguards to protect the public from hazards such as hurricanes, snowstorms, tornadoes, wildland fires, floods, and earthquakes; and Whereas, Building Safety Month is sponsored by the International Code Council to remind the public about the critical role of our communities' largely unknown protectors of public safety, our local code officials, who assure us of safe, sustainable, and affordable buildings that are essential to our prosperity; and Whereas, Mission Possible, the theme for Building Safety Month 2024, encourages us all to raise awareness about building safety on a personal, local, and global scale; and Whereas, each year, in observance of Building Safety Month, people all over the world are asked to consider the commitment to improve building safety, resilience and economic investment at home and in the community, and to acknowledge the essential service provided to all of us by local and state building departments, fire prevention bureaus and federal agencies in protecting lives and property. Now, Therefore, I, Dowling R. Watford, Jr., by virtue of the authority vested in me as Mayor of the City of Okeechobee, FL, do hereby proclaim the month of May 2024 as Building Safety Month."**

C. Mayor Watford proclaimed the week of May 6 through 10, 2024, as Economic Development Week, **Exhibit 2**. The Proclamation was presented to Okeechobee County Economic Development Corporation President Mrs. Kaylee King, Director of Existing Industry Mrs. Alex Tijerina, Executive Committee Board Vice Chairman Mr. Frank Irby and Secretary Mr. Russ Brown, as well as Regular Board Members Mr. John Hayford and Administrator Ritter, then read into the record as follows: **"Whereas, more than 100,000 economic development or related professionals worldwide are committed to creating, retaining, and expanding top-tier opportunities that facilitate long term, equitable community growth; and**

IV. PRESENTATIONS AND PROCLAMATIONS CONTINUED

- C. Continued. Whereas, the economic development profession cultivates thriving neighborhoods, champions sustainability and resiliency, boosts economic prosperity, enhances the quality of life, and builds robust tax bases; and Whereas, economic development professionals operate throughout diverse economic environments, including rural, suburban, and urban settings; local, state, provincial, and national governments; public-private partnerships; chambers of commerce; institutions of higher education; among many similar organizations and associations; and Whereas, economic development professionals serve as stewards, bridging connections between community stakeholders such as residents, business leaders, elected officials, industry executives, and educational administrations, to collaborate in promoting job creation, community investment, infrastructure advancements, and an optimistic future; and Whereas, economic developers contribute to the betterment and progress of Okeechobee, which is located between two regions: the FL Heartland Economic Region of Opportunity and the FL Treasure Coast; and Whereas, since 1926, the International Economic Development Council has been a leader and driving force in advancing economic development initiatives, with a steadfast commitment to fostering growth and prosperity in communities of all sizes worldwide through equity, inclusion, sustainability, resilience, and innovation; and Now, Therefore, I, Dowling R. Watford, Jr., by virtue of the authority vested in me as Mayor of the City of Okeechobee, FL, do hereby proclaim May 6 through 10, 2024, as Economic Development Week and remind individuals of the importance of this community celebration which supports expanding opportunities, bettering lives, and moving society forward.”
- D. Mayor Watford proclaimed the week of May 5 through 11, 2024, as Professional Municipal Clerks Week, **Exhibit 3**. The Proclamation was presented to the City Clerk’s Office Staff and read into the record as follows: “Whereas, the Office of the Professional Municipal Clerk, a time honored and vital part of local government exists throughout the world; and Whereas, the Office of the Professional Municipal Clerk is the oldest among public servants; and Whereas, the Office of the Professional Municipal Clerk provides the professional link between the citizens, the local governing bodies and agencies of government at other levels; and Whereas, Professional Municipal Clerks have pledged to be ever mindful of their neutrality and impartiality, rendering equal service to all; and Whereas, the Professional Municipal Clerk serves as the information center on functions of local government and community; and Whereas, Professional Municipal Clerks continually strive to improve the administration of the affairs of the Office of the Professional Municipal Clerk through participation in education programs, seminars, workshops and the annual meetings of their state, provincial, county and international professional organizations; and Whereas, it is most appropriate that we recognize the accomplishments of the Office of the Professional Municipal Clerk. Now, Therefore, I, Dowling R. Watford, Jr., by virtue of the authority vested in me as Mayor of the City of Okeechobee, FL, do hereby proclaim May 5 through 11, 2024 as Professional Municipal Clerks Week and further extend appreciation to our Certified Municipal Clerk Lane Gamiotea, Deputy City Clerk Katie Rogers, Administrative Secretary Cayetana Ortega, and to all Professional Municipal Clerks for the vital services they perform and their exemplary dedication to the communities they represent.”

V. CONSENT AGENDA

Motion and second by Council Members Jarriel and Chandler to:

- A. Dispense with the reading and approve the Minutes for April 16, 2024 [as presented in **Exhibit 4**]; and
- B. Appoint Mr. Frank Irby as a Regular Member to the Okeechobee Utility Authority (OUA) Board of Directors, term being May 8, 2024, through March 1, 2025, [replacing Mr. Tommy Clay, as presented in **Exhibit 5**].

Motion Carried Unanimously.

VI. NEW BUSINESS

- A. Mr. Hayford, Executive Director of the OUA, submitted a presentation [a copy of which has been incorporated in the official minute file and labeled as **Exhibit 7**], which provided an update for the ongoing projects taking place within the City and County of Okeechobee.
- B. Motion and second by Council Members Chandler and Jarriel to read by title only, proposed Ordinance No. 1275, adopting [Land Development Regulations (LDR) Text Amendment] Application No. 23-002-TA revamping the Stormwater Management regulations within Chapter 78 of the Code of Ordinances [as presented in **Exhibit 6**].

Motion Carried Unanimously.

VI. NEW BUSINESS CONTINUED

- B. Continued. City Attorney John Fumero read into the record the title of proposed Ordinance No. 1275 as follows: **“AN ORDINANCE OF THE CITY OF OKEECHOBEE, FL; AMENDING PART II OF THE CITY OF OKEECHOBEE CODE OF ORDINANCES, SUBPART B LDR, WITHIN CHAPTER 78 DEVELOPMENT STANDARDS, BY SPECIFICALLY AMENDING ARTICLE IV STORMWATER MANAGEMENT, AS SUBMITTED IN LDR TEXT AMENDMENT APPLICATION NO. 23-002-TA; PROVIDING FOR CONFLICT; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.”**

Motion by Council Member Jarriel, second by Vice Mayor Clark to approve the first reading of proposed Ordinance No. 1275, and set June 4, 2024, as the final Public Hearing date.

Roll Call Vote: Chandler – Yea, Clark – Yea, Jarriel – Yea, McAuley – Yea, Watford – Yea.

Motion Carried Unanimously.

VII. CITY ATTORNEY UPDATE

- Researching for an Opinion on allowing use of showers within the Public Safety Building for specific groups or organizations. However, it was also noted the issue may be mute since learning that the facilities at the First Baptist Church Recreation Outreach Center could be available.
- Finalizing the real estate closing documents for Biomedical Waste Facility within the Commerce Center.
- Amendments to the Code Enforcement Magistrate contract renewal are almost complete.

VIII. CITY ADMINISTRATOR UPDATE

- Working with City Attorney to draw up closing documents for the impending Commerce Center property sale to Landmark Precast, LLC.
- Attended the Indian River Lagoon Board Meeting today where stormwater issues were a topic. He stated he was able to brag about the City’s baffle box system and usage of our vacuum truck to clean these systems.
- Advised there is a Bunkhouse Dedication at the Kissimmee Prairie Preserve State Park, 1:00 to 3:00 P.M. on May 15, 2024.
- The City received a letter from the owners of the Park Street Commerce Center Subdivision requesting a tax reduction and inquired how the Council wanted to handle the request. Mayor Watford advised anyone can request to address the Council through the agenda.
- Inquired whether the Council wanted to revisit the Mobile Food Dispensing Vehicles (Food Trucks) Ordinance. Mayor Watford, Vice Mayor Clark, and Council Member Jarriel stated yes. He responded then it would be added to a future agenda.

IX. COUNCIL COMMENTS

- Council Member Chandler thanked Mr. Irby for his willingness to serve on the OUA Board and wished all the mothers in attendance a Happy Mother’s Day.
- Council Member McAuley thanked Clerk Gamiotea and her staff for all the work they do.
- Vice Mayor Clark stated that the plaza she owns is fully rented for the first time since it was built in 2005; and there is a grand opening for the newest tenant, Batteries Plus, at noon on May 10, 2024, there will be festivities including food trucks on site. Then, back to the subject of revisiting the Food Trucks Ordinance, pointed out that they should not be permanent and that their propane gas tanks cannot be outside. There have been a lot of comments on Facebook regarding this issue, with Mayor Watford taking most of the heat for it. The trucks should be safe and mobile, and she was willing to take some of the heat regarding the pushback on this issue.

X. ADJOURNMENT

There being no further items of discussion, Mayor Watford adjourned the meeting at 6:53 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.



Okeechobee, FL

Check Report

By Check Number

Date Range: 04/01/2024 - 04/30/2024

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: CapVeh Fund-Capital Vehicle Fund Truist Checking						
BOA- 2709 Admin	Bank of America	04/10/2024	Regular	0.00	185.00	1991
Dana Safety Supply,	Dana Safety Supply, Inc.	04/15/2024	Regular	0.00	30,571.00	1992
American Drilling Se	American Drilling Services, Inc.	04/30/2024	Regular	0.00	600.00	1993
C&C Industrial Enter	C&C Industrial Enterprise. LLC	04/30/2024	Regular	0.00	242.15	1994
621	City Of Okeechobee - Petty Cash	04/30/2024	Regular	0.00	13.00	1995
JMH Marine, LLC	JMH Marine, LLC	04/30/2024	Regular	0.00	38,018.00	1996
W&W	W&W Lumber Company of Okeechobee	04/30/2024	Regular	0.00	376.50	1997

Bank Code CapVeh Fund Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	9	7	0.00	70,005.65
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	0	0	0.00	0.00
EFT's	0	0	0.00	0.00
	9	7	0.00	70,005.65

Check Report

Date Range: 04/01/2024 - 04/30/2024

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: GenFund-General Fund Checking-Truist Checking						
City Of Okeechobee P	City Of Okeechobee Payroll Account	04/04/2024	EFT	0.00	118,303.30	258
Building Code Admini	Building Code Administrators and	04/05/2024	EFT	0.00	1,103.99	259
Florida Building Com	Florida Building Commission	04/05/2024	EFT	0.00	782.79	260
1644	PRM - Health Insurance	04/15/2024	EFT	0.00	63,131.12	261
1770	PRM - Life, LTD & STD	04/15/2024	EFT	0.00	1,583.20	262
1770	PRM - Life, LTD & STD	04/15/2024	EFT	0.00	2,398.03	263
467	PRM - Property & Casualty	04/15/2024	EFT	0.00	84,081.00	264
	Void	04/15/2024	EFT	0.00	0.00	265
1645	PRM - Vision & Dental	04/15/2024	EFT	0.00	2,373.47	266
City Of Okeechobee P	City Of Okeechobee Payroll Account	04/17/2024	EFT	0.00	121,539.19	267
Comcast	Comcast	04/05/2024	Regular	0.00	240.00	47070
BOA- 2709 Admin	Bank of America	04/10/2024	Regular	0.00	1,536.33	47071
	Void	04/10/2024	Regular	0.00	0.00	47072
BOA- 9616 PD #2	Bank of America	04/10/2024	Regular	0.00	1,027.07	47073
BOA- 9852 Police Dep	Bank of America	04/10/2024	Regular	0.00	2,523.25	47074
BOA- 9928 PW	Bank of America	04/10/2024	Regular	0.00	2,266.88	47075
LVNV Funding LLC	LVNV Funding, LLC	04/10/2024	Regular	0.00	342.54	47076
AdvanceAuto	Advance Auto Parts	04/15/2024	Regular	0.00	96.83	47077
AFLAC	American Family Life Assurance Co.	04/15/2024	Regular	0.00	328.28	47078
AMJ	AMJ	04/15/2024	Regular	0.00	960.00	47079
Avenu	Avenu	04/15/2024	Regular	0.00	702.23	47080
BSM	BSM & Associates	04/15/2024	Regular	0.00	1,750.00	47081
CAS Governmental Ser	CAS Governmental Services, LLC	04/15/2024	Regular	0.00	5,604.29	47082
CenturyLink-LD	CenturyLink	04/15/2024	Regular	0.00	18.23	47083
Comcast	Comcast	04/15/2024	Regular	0.00	309.46	47084
Creekside	Creekside Media Group	04/15/2024	Regular	0.00	1,575.00	47085
Everglades Farm Equi	Everglades Farm Equip. Co., Inc.	04/15/2024	Regular	0.00	240.75	47086
Evergreen	Evergreen Solutions, LLC	04/15/2024	Regular	0.00	2,500.00	47087
CIT Technology Finan	First-Citizens Bank & Trust Co	04/15/2024	Regular	0.00	999.31	47088
Fitness Factory	Fitness Factory	04/15/2024	Regular	0.00	280.00	47089
Harris	Harris Corporation	04/15/2024	Regular	0.00	576.00	47090
HealthEquity	HealthEquity	04/15/2024	Regular	0.00	10.80	47091
HealthEquity	HealthEquity	04/15/2024	Regular	0.00	587.40	47092
ICS	ICS Computers Inc.	04/15/2024	Regular	0.00	2,940.00	47093
IMS	IMS	04/15/2024	Regular	0.00	279.78	47094
1343	India Riedel	04/15/2024	Regular	0.00	733.36	47095
1105	Indian River Crime Laboratory	04/15/2024	Regular	0.00	13,978.50	47096
Liberty	Liberty National Life Ins. Co.	04/15/2024	Regular	0.00	179.28	47097
2253	MacVicar Consulting, Inc.	04/15/2024	Regular	0.00	250.00	47098
Morris-Depew Associa	Morris-Depew Associates, Inc.	04/15/2024	Regular	0.00	2,700.00	47099
2212	Nason Yeager Gerson Harris & Fumero P.A.	04/15/2024	Regular	0.00	9,900.00	47100
BOCC	Okeechobee County - BOCC	04/15/2024	Regular	0.00	700.00	47101
BOCC	Okeechobee County - BOCC	04/15/2024	Regular	0.00	383,918.00	47102
314	Okeechobee County Sheriffs Office	04/15/2024	Regular	0.00	21,125.00	47103
222	Okeechobee News c/o Independent Newspape	04/15/2024	Regular	0.00	328.10	47104
PMAM Corporation	PMAM Corporation	04/15/2024	Regular	0.00	3,250.00	47105
Pye-Barker	Pye Barker Fire & Safety	04/15/2024	Regular	0.00	90.50	47106
Rabon	Rabon's Country Feed	04/15/2024	Regular	0.00	52.67	47107
2183	Select Shred	04/15/2024	Regular	0.00	30.00	47108
St Lucie	St. Lucie Battery & Tire	04/15/2024	Regular	0.00	32.52	47109
350	Superior Water Works, Inc.	04/15/2024	Regular	0.00	27.50	47110
Supplyline	Supplyline	04/15/2024	Regular	0.00	254.00	47111
1813	Thompson Reuters	04/15/2024	Regular	0.00	113.76	47112
Thread	Thread Works Embroidery, LLC	04/15/2024	Regular	0.00	96.00	47113
Tire Zone	Tire Zone of Okeechobee, Inc.	04/15/2024	Regular	0.00	1,538.89	47114
1516	Total Roadside Services, Inc.	04/15/2024	Regular	0.00	150.00	47115
TCMA	Treasure Coast Medical Associates	04/15/2024	Regular	0.00	2,955.00	47116
1544	UniFirst Corp	04/15/2024	Regular	0.00	349.92	47117
338	US Postal SVC/Neopost Postage On Call	04/15/2024	Regular	0.00	1,000.00	47118
Verizon	Verizon Wireless	04/15/2024	Regular	0.00	1,294.94	47119

Check Report

Date Range: 04/01/2024 - 04/30/2024

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
W&W	W&W Lumber Company of Okeechobee	04/15/2024	Regular	0.00	62.53	47120
WEX	WEX Bank	04/15/2024	Regular	0.00	6,324.56	47121
Derek Nails	Derek Nails	04/18/2024	Regular	0.00	35.54	47122
LVNV Funding LLC	LVNV Funding, LLC	04/18/2024	Regular	0.00	342.54	47123
Home Depot	Home Depot Credit Services	04/24/2024	Regular	0.00	578.28	47124
Verizon	Verizon Wireless	04/24/2024	Regular	0.00	72.14	47125
AdvanceAuto	Advance Auto Parts	04/30/2024	Regular	0.00	317.27	47126
BOA-9164 Riedel	Bank of America	04/30/2024	Regular	0.00	589.36	47127
BOA-6973 Roberts	Bank of America	04/30/2024	Regular	0.00	102.50	47128
BOA-7745 Prince	Bank of America	04/30/2024	Regular	0.00	435.15	47129
BOA-4650 Burnette	Bank of America	04/30/2024	Regular	0.00	316.83	47130
Carl Berlin	Carl Berlin	04/30/2024	Regular	0.00	35.00	47131
CenturyLink-Fiber	Century Link	04/30/2024	Regular	0.00	1,826.54	47132
CenturyLink-Local	CenturyLink	04/30/2024	Regular	0.00	2,143.54	47133
CenturyLink-LD	CenturyLink	04/30/2024	Regular	0.00	17.79	47134
Certified Laboratori	Certified Laboratories	04/30/2024	Regular	0.00	495.03	47135
City of Okeechobee - 883	City of Okeechobee - CH Coffee Fund - Ca	04/30/2024	Regular	0.00	74.00	47136
621	City of Okeechobee - PD Coffee Fund - Ca	04/30/2024	Regular	0.00	528.00	47137
621	City Of Okeechobee - Petty Cash	04/30/2024	Regular	0.00	84.00	47138
Comcast	Comcast	04/30/2024	Regular	0.00	319.46	47139
Custom Graphics & Si	Custom Graphics & Signs, Inc.	04/30/2024	Regular	0.00	350.00	47140
Dawn Hoover	Dawn Hoover	04/30/2024	Regular	0.00	50.00	47141
Everglades Farm Equi	Everglades Farm Equip. Co., Inc.	04/30/2024	Regular	0.00	46.84	47142
FPL	Florida Power & Light Company	04/30/2024	Regular	0.00	2,723.68	47143
FPL	Florida Power & Light Company	04/30/2024	Regular	0.00	1,948.67	47144
FPU	Florida Public Utilities	04/30/2024	Regular	0.00	55.23	47145
Gannett	Gannett Florida LocaliQ	04/30/2024	Regular	0.00	764.50	47146
Highland	Highland Pest Control	04/30/2024	Regular	0.00	320.00	47147
James Murray	James Murray	04/30/2024	Regular	0.00	35.00	47148
2174	James Shaw	04/30/2024	Regular	0.00	35.00	47149
1866	JC Newell Const. Inspect. Services, Inc.	04/30/2024	Regular	0.00	5,356.00	47150
1532	Karyne Brass	04/30/2024	Regular	0.00	35.00	47151
LegalShield	LegalShield	04/30/2024	Regular	0.00	50.85	47152
1895	Mac L Jonassaint	04/30/2024	Regular	0.00	35.00	47153
412	Morgan Furniture Corporation	04/30/2024	Regular	0.00	338.00	47154
2055	Northlake Veterinary Hospital	04/30/2024	Regular	0.00	136.96	47155
Okeechobee Auxiliary	Okeechobee Auxiliary Police, Inc.	04/30/2024	Regular	0.00	300.00	47156
OUA	Okeechobee Utility Authority	04/30/2024	Regular	0.00	1,191.14	47157
1564	Philip Baughman	04/30/2024	Regular	0.00	35.00	47158
Rabon	Rabon's Country Feed	04/30/2024	Regular	0.00	52.67	47159
Salem	Salem Trust Company	04/30/2024	Regular	0.00	1,218.98	47160
Salem	Salem Trust Company	04/30/2024	Regular	0.00	11,104.03	47161
Southern Sewer	Southern Sewer Equipment	04/30/2024	Regular	0.00	156.64	47162
Supplyline	Supplyline	04/30/2024	Regular	0.00	257.50	47163
Taylor Rental	Taylor Rental - Okeechobee	04/30/2024	Regular	0.00	535.59	47164
1516	Total Roadside Services, Inc.	04/30/2024	Regular	0.00	100.00	47165
1544	UniFirst Corp	04/30/2024	Regular	0.00	349.92	47166
United	United Way	04/30/2024	Regular	0.00	30.00	47167
Verizon	Verizon Wireless	04/30/2024	Regular	0.00	252.59	47168
W&W	W&W Lumber Company of Okeechobee	04/30/2024	Regular	0.00	116.23	47169
743	Walmart/Capital One	04/30/2024	Regular	0.00	65.06	47170

Check Report

Date Range: 04/01/2024 - 04/30/2024

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Waste	Waste Management Inc. of Florida	04/30/2024	Regular	0.00	51,146.27	47171

Bank Code GenFund Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	140	101	0.00	566,634.78
Manual Checks	0	0	0.00	0.00
Voided Checks	0	1	0.00	0.00
Bank Drafts	0	0	0.00	0.00
EFT's	10	10	0.00	395,296.09
	150	112	0.00	961,930.87

Check Report

Date Range: 04/01/2024 - 04/30/2024

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: Grant Fund 305-Industrial Development Fund						
CraigSmith	Craig A Smith	04/30/2024	Regular	0.00	750.00	1428

Bank Code Grant Fund 305 Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	1	1	0.00	750.00
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	0	0	0.00	0.00
EFT's	0	0	0.00	0.00
	1	1	0.00	750.00

Check Report

Date Range: 04/01/2024 - 04/30/2024

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: Grant Fund 309-City Hall Hardening Construction						
CAS Governmental Ser	CAS Governmental Services, LLC	04/15/2024	Regular	0.00	4,500.00	1426
Kimley-Horn and Asso	Kimley-Horn and Associates, Inc.	04/15/2024	Regular	0.00	9,370.48	1427

Bank Code Grant Fund 309 Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	3	2	0.00	13,870.48
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	0	0	0.00	0.00
EFT's	0	0	0.00	0.00
	3	2	0.00	13,870.48

Check Report

Date Range: 04/01/2024 - 04/30/2024

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: PubFac Fund-Public Facility Fund-Truist Checking						
American Design	American Design Engineering Construction Inc	04/15/2024	Regular	0.00	88,132.50	3756
Nunez Lawncare & Lan	Nunez Lawncare & Landscaping Inc	04/15/2024	Regular	0.00	8,333.33	3757
W&W	W&W Lumber Company of Okeechobee	04/15/2024	Regular	0.00	79.99	3758
Ranger	Ranger Construction Industries	04/18/2024	Regular	0.00	274,492.48	3759
B & B Site Developme	B & B Site Development	04/30/2024	Regular	0.00	27,960.00	3760
CraigSmith	Craig A Smith	04/30/2024	Regular	0.00	10,862.49	3761
Custom Graphics & Si	Custom Graphics & Signs, Inc.	04/30/2024	Regular	0.00	350.00	3762
CW Roberts Contracti	CW Roberts Contracting, Inc.	04/30/2024	Regular	0.00	958.00	3763
FPL	Florida Power & Light Company	04/30/2024	Regular	0.00	5,608.07	3764
FPU	Florida Public Utilities	04/30/2024	Regular	0.00	196.88	3765
GEVEKO MARKINGS IN	GEVEKO MARKINGS INC	04/30/2024	Regular	0.00	1,073.69	3766
W&W	W&W Lumber Company of Okeechobee	04/30/2024	Regular	0.00	69.95	3767

Bank Code PubFac Fund Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	15	12	0.00	418,117.38
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	0	0	0.00	0.00
EFT's	0	0	0.00	0.00
	15	12	0.00	418,117.38

All Bank Codes Check Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	168	123	0.00	1,069,378.29
Manual Checks	0	0	0.00	0.00
Voided Checks	0	1	0.00	0.00
Bank Drafts	0	0	0.00	0.00
EFT's	10	10	0.00	395,296.09
	178	134	0.00	1,464,674.38

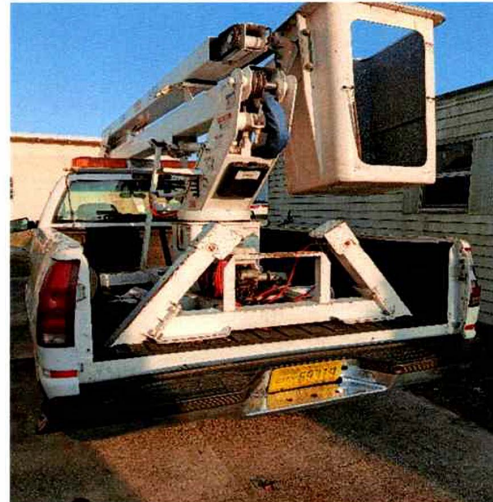
Fund Summary

Fund	Name	Period	Amount
001	GENERAL FUND	4/2024	961,930.87
301	PUBLIC FACILITY FUND	4/2024	418,117.38
304	CAPITAL PROJECTS FUND	4/2024	70,005.65
305	INDUSTRIAL DEVELOPMENT FUND	4/2024	750.00
309	OTHER GRANT CAPITAL FUND	4/2024	13,870.48
			1,464,674.38



To: Gary Ritter, Administrator
From: Marvin Roberts, Maintenance Foreman
Date: May 9, 2024
Re: Request for Disposable Surplus Equipment

The Public Works Dept. is requesting permission to dispose of (2) Chevrolet trucks, one is a 1999 Chevrolet pickup truck with a 31' boom block, (bucket truck). The truck did not pass the Annual Inspection in March 2024. The other is a 2003 Chevrolet pickup truck, removed from service and has been replaced.



Marvin Roberts

Public Works - Maintenance Foreman



Physical address: Cleveland Lamb Public Works Facility

500 NW 11th Ave, Okeechobee FL 34972

Mailing address: 55 SE 3rd Ave, Okeechobee, FL 34974

Phone: City Hall Office (863)-763-3372

Public Works Office: (863) 763-9731

Cell Phone: (863) 801-4857

e-mail: mroberts@cityofokeechobee.com

website: www.cityofokeechobee.com

Under Florida law, email addresses are public records. If you do not want your email address released in response to a public records request, do not send electronic mail to this entity. Instead, contact this office by phone or in writing, Florida Statute 668.6076.

CITY OF OKEECHOBEE ELECTRONIC DEVICE DISCLAIMER: Florida has a very broad public records law. Most written communications to or from local officials regarding city business are public records available to the public and media upon request. Your correspondence via e-mail, text message, voice mail, etc., may therefore be subject to public disclosure.



MEMORANDUM

TO: Mayor Watford & City Council

DATE: May 13, 2024

FROM: City Clerk Gamiotea *GG*

SUBJECT: Postpone the Public Hearing for Ordinance No. 1289 to June 4th

At the April 2, 2024, the City Council approved the first reading and set May 21, 2024, as the final Public Hearing date for proposed Ordinance No. 1289, regarding the City's 5-Year Capital Improvement Projects annual update. The required legal notice to hold the Public Hearing on May 21st was not posted within the required timeframe and will need to be postponed to June 4, 2024.

We request the Council adopt the motion as provided on the agenda.

Thank you for your consideration and understanding. Please call me if you have any questions.

INDEPENDENT CONTRACTOR'S AGREEMENT

THIS Independent Contractor's Agreement ("AGREEMENT") is entered into this **21st** day of **May 2024**, by and between the **City of Okeechobee, Florida**, a municipal corporation ("**CITY**") and **Roger Azcona of Law Office of Roger Azcona, Esquire ("SPECIAL MAGISTRATE")**.

WITNESSETH:

WHEREAS, the **CITY** is a municipal corporation in the State of Florida, having a responsibility to provide certain services to benefit the citizens of the **CITY** and to promote, protect, and improve the health, safety, and welfare of the citizens of the **CITY**; and

WHEREAS, the **CITY** is desirous of utilizing an attorney to serve as a **SPECIAL MAGISTRATE** to conduct Code Enforcement Hearings; and

WHEREAS, the powers and duties of the Code Enforcement **SPECIAL MAGISTRATE** are set forth in Chapter 18, Articles II and III of the Code of Ordinances of the **CITY**; Code Enforcement procedures are set forth in Chapter 70, Article II, Division 8 of the **CITY** Land Development Regulations; and

WHEREAS, the **SPECIAL MAGISTRATE** is an attorney licensed to practice in the State of Florida, is currently a member in good standing of The Florida Bar, and is currently self-employed as the Law Office of Roger Azcona, Esquire.

NOW, THEREFORE, for and in consideration of the premises and the mutual covenants herein contained, the parties hereto agree as follows:

1. **Recitals.** THAT the foregoing recitals are true and correct and constitute a material inducement to the parties to enter into this **AGREEMENT**.
2. **Specific Provisions.** THAT the parties hereby agree to the following specific provisions:
 - A. **General Scope of Services:** The **SPECIAL MAGISTRATE** shall conduct scheduled Code Enforcement Hearings in accordance with the above referenced provisions of the **CITY** Code of Ordinances, as may, from time to time, be amended. At the conclusion of the hearings, the **SPECIAL MAGISTRATE** shall immediately issue an order for each matter heard, containing findings of fact, based on the evidence of record, and conclusions of law, and shall order proper relief consistent with the powers granted to the **SPECIAL MAGISTRATE**. Additionally, the **SPECIAL MAGISTRATE** shall have the power to hear requests for reduction of accrued Code Enforcement fines. The **SPECIAL MAGISTRATE** shall invite public comment at every Hearing from the offender or any other interested person(s).
 - B. **Powers of SPECIAL MAGISTRATE:** The **SPECIAL MAGISTRATE** shall have those powers set forth in the **CITY** Code of Ordinances, as may, from time to time, be amended. Currently, those powers are enumerated as follows:
 - 1) Adopt rules for the conduct of Hearings;
 - 2) Subpoena alleged violators and witnesses to its Hearings;
 - 3) Subpoena evidence to Hearings;
 - 4) Take testimony under oath;
 - 5) Issue orders having the force of law commanding whatever steps are necessary to bring a violation into compliance; and
 - 6) Hear requests for reduction of accrued Code Enforcement fines.
 - C. **Compensation:** The **SPECIAL MAGISTRATE** shall be compensated for work completed at the hourly rate of \$150.00 per hour. The **CITY** guarantees a minimum payment for the first one hour of the hearing, regardless of the actual time expended

for the Hearing. Should any session continue in excess of one hour, the compensation thereafter shall be computed at the rate of \$37.50 for each quarter hour of Hearing time. Additionally, the **SPECIAL MAGISTRATE** shall be compensated at the rate of \$150.00 per hour for that time engaged in legal research, issuance of subpoenas, and administrative meetings with staff called by the **CITY**. There shall be no compensation for travel or per diem from the office/home of the **SPECIAL MAGISTRATE** to the site of the Code Enforcement Hearing. It is contemplated, but not guaranteed, that there will be nine Code Enforcement Hearing dates per year. The **SPECIAL MAGISTRATE** shall maintain a time log indicating time expended for research/preparation/meetings/Hearings and provide to the **CITY** along with the monthly invoices. The rate of compensation is subject to amendment by Resolution adoption of the **CITY** from time to time, at the discretion of the **CITY**.

- D. **Education:** The **CITY** will fund periodic continuing legal education courses which are limited solely to Code Enforcement issues for the **SPECIAL MAGISTRATE**. The costs for such courses exclude overnight lodging, but include per diem travel and meals, in addition to registration fees. The amount to be funded shall be annually included in the **CITY** budget, at the sole discretion of the **CITY**.
- E. **Reimbursement of Costs:** The **SPECIAL MAGISTRATE** will be provided funds for issuance of subpoenas but will not be reimbursed for any costs incurred in connection with the services provided in this **AGREEMENT** that may occur in his office, such as document reproduction, telephone, staff expenses, or other overhead.
- F. **Billing:** A statement for legal services rendered and costs incurred shall be provided on a monthly basis, not later than the 15th day of each month for services rendered in the previous month. The **SPECIAL MAGISTRATE** will present an itemized bill, which identifies the hours billed for each task or issue. The **CITY** shall pay all invoices within 30 days of receipt. Service statements shall be sent to the **CITY** at the address shown in paragraph 2.I.1) herein below.
- G. **Term:** This **AGREEMENT** shall be for a term of two years, beginning on May 21, 2024, and ending on May 20, 2026. This **AGREEMENT** may be renewed by both parties for additional terms of two years, upon such terms as agreed upon.
- H. **Termination:**
 - 1) **Termination at Will:** This **AGREEMENT** may be terminated by either party at any time without cause by the giving written notice to the other party not less than 90 days prior to the date of termination; provided, that this provision shall not be construed to relieve either party from its rights or obligations of this **AGREEMENT** through the date of the actual termination. Said notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery.
 - 2) **Termination for Cause:** This **AGREEMENT** may be terminated by either party for cause by the **CITY** or **SPECIAL MAGISTRATE** giving written notice to the other party no less than 15 days prior to the date of termination; provided, that this provision shall not be construed to relieve either party from its rights or obligations of this **AGREEMENT** through the date of the actual termination. Said notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery.
- I. **Notices:** All notices to the parties under this **AGREEMENT** shall be in writing and sent certified mail to, or in person with proof of delivery to:
 - 1) **CITY:** City of Okeechobee; Attention: City Administrator; 55 SE 3rd Avenue, Okeechobee, FL 34974.
 - 2) **SPECIAL MAGISTRATE:** Roger Azcona, Esquire, Law Office of Roger Azcona, Esq., 313 NW 4th Avenue, Okeechobee, FL 34972.

3. **General Provisions.** THAT the parties hereby agree to the following general provisions:

- A. Representations of the SPECIAL MAGISTRATE:** The **SPECIAL MAGISTRATE** represents that he has the technical expertise to perform the services contemplated by this **AGREEMENT** in a timely and professional manner consistent with the standards of the legal profession. At all times the **SPECIAL MAGISTRATE** shall maintain his standing with The Florida Bar and immediately report to the City Administrator any disciplinary action or suspensions issued by The Florida Bar.
- B. Personal nature of AGREEMENT; Assignment:** The **SPECIAL MAGISTRATE** hereby warrants that he has the necessary technical expertise and training to perform his duties as outlined in this **AGREEMENT**. The parties acknowledge that the **CITY** places great reliance and emphasis upon the knowledge, expertise, and personal abilities of the **SPECIAL MAGISTRATE**. Accordingly, this **AGREEMENT** is personal, and the **SPECIAL MAGISTRATE** shall not assign, delegate, transfer, pledge, hypothecate, surrender, or otherwise encumber or dispose of any of his rights or duties under this **AGREEMENT**.
- C. Indemnification and Hold Harmless AGREEMENT:**
- 1) The **SPECIAL MAGISTRATE** shall indemnify and hold the **CITY** harmless from any and all claims, liability, losses and causes of action which may arise out of the actions of negligence, in whole or in part of the **SPECIAL MAGISTRATE**, in the fulfillment of this **AGREEMENT**, including all costs and judgments which may issue thereon. The **SPECIAL MAGISTRATE** acknowledges and agrees that the compensation paid pursuant to this **AGREEMENT** includes consideration for such indemnification.
 - 2) The indemnification provisions of this paragraph shall survive the termination of this **AGREEMENT**.
- D. Sovereign Immunity:** Nothing in this **AGREEMENT** extends, or will be construed to extend, the **CITY'S** liability beyond that provided in Section 768.28, Florida Statutes. Nothing in this **AGREEMENT** is a consent, or will be construed as consent, by the **CITY** to be sued by third parties in any matter arising out of this **AGREEMENT**.
- E. Professional Independence of the SPECIAL MAGISTRATE:** It is understood and agreed that the **SPECIAL MAGISTRATE** is not, and will not be deemed to be, an employee, joint venturer, or partner of the **CITY**. The **SPECIAL MAGISTRATE** is, and shall remain, an independent professional with respect to all services performed under this **AGREEMENT**. No partnership relationship between the **CITY** and the **SPECIAL MAGISTRATE** is created or intended by this **AGREEMENT**. The **CITY** shall rely on the discretion of the **SPECIAL MAGISTRATE** in the issuance of Code Enforcement orders, keeping in mind the intent of the **CITY** to strictly enforce all **CITY** codes, with the ability to permit limited exceptions in cases of hardship.
- F. Conflicts:**
- 1) In the event a conflict arises between clients of the **SPECIAL MAGISTRATE** and the **CITY**, the **SPECIAL MAGISTRATE** shall immediately advise the City Administrator of such conflict and resign from such conflicting representation.
 - 2) The **SPECIAL MAGISTRATE** shall not represent other clients in an adversarial position to the **CITY** while serving as a **SPECIAL MAGISTRATE**.
- G. Records; Access:**
- 1) The legislature has amended Chapter 119 Florida Statutes, Section 119.0701 thereof, to expand the obligation of local government to include into all **AGREEMENTS** certain language that relates to public records, which is made a part of this **AGREEMENT**.

IF THE SPECIAL MAGISTRATE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE SPECIAL MAGISTRATE'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE

**CUSTODIAN OF PUBLIC RECORDS FOR THE CITY OF
OKEECHOBEE AT:**

**CITY CLERK'S OFFICE
55 SE 3RD Avenue
Okeechobee, FL 34974
(863) 763-3372 ext. 9814
lgamiotea@cityofokeechobee.com**

- 2) The **SPECIAL MAGISTRATE** shall adhere to Florida public records laws, including the following:
 - a) Keep and maintain public records required by the **CITY** to perform the services, and upon request of the custodian of records for the **CITY**, provide the **CITY** with a copy of the requested records or allow the records to be copied or inspected within a reasonable time at a cost that does not exceed the cost allowed in Chapter 119 or as otherwise provided by law.
 - b) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this **AGREEMENT** term and following completion of the **AGREEMENT** if the **SPECIAL MAGISTRATE** does not transfer the records to the **CITY**.
 - c) Upon completion of the **AGREEMENT**, transfer, at no cost, to the **CITY** all public records in possession of the **SPECIAL MAGISTRATE** or thereafter keep and maintain public records required by the **CITY** to perform the service. If the **SPECIAL MAGISTRATE** transfers all public records to the **CITY** upon completion of the **AGREEMENT**, the **SPECIAL MAGISTRATE** shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the **SPECIAL MAGISTRATE** keeps and maintains public records upon completion of the **AGREEMENT**, the **SPECIAL MAGISTRATE** shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the **CITY**, upon request of the City Clerk, in a format that is compatible with the information technology systems of the **CITY**.

- 3) Noncompliance.
 - a) A request to inspect or copy public records relating to the **CITY'S AGREEMENT** for services must be made directly to the **CITY**. If the **CITY** does not possess the requested records, the **CITY** shall immediately notify the **SPECIAL MAGISTRATE** of the request, and the **SPECIAL MAGISTRATE** must provide the records to the **CITY** or allow the records to be inspected or copied within a reasonable time. A reasonable time is defined as within eight business days.
 - b) If the **SPECIAL MAGISTRATE** does not comply with the request of the **CITY** for the records, the **CITY** shall enforce the **AGREEMENT** provisions in accordance with the **AGREEMENT**.
 - c) If the **SPECIAL MAGISTRATE** fails to provide the public records to the **CITY** within a reasonable time, the **SPECIAL MAGISTRATE** may be subject to the penalties under Chapter 119.10.

- 4) Civil Action.
 - a) If a civil action is filed against a **SPECIAL MAGISTRATE** to compel production of public records relating to the **CITY'S AGREEMENT** for professional services, the court shall assess and award against the **SPECIAL MAGISTRATE** the reasonable costs of enforcement, including reasonable attorney fees, if:
 1. The court determines that the **SPECIAL MAGISTRATE** unlawfully refused to comply with the public records request within a reasonable time; and
 2. At least eight business days before filing the action, the plaintiff provided written notice of the public records request, including a statement that the **SPECIAL MAGISTRATE** has not complied with the request, to the **CITY** and to the **SPECIAL MAGISTRATE**.
 - b) A notice complies with the above if it is sent to the custodian of public records for the **CITY** and to the **SPECIAL MAGISTRATE** at the **SPECIAL**

MAGISTRATE'S address listed on its **AGREEMENT** with the **CITY**, or to the **SPECIAL MAGISTRATE'S** registered agent. Such notices must be sent by common carrier delivery service or by registered, Global Express Guaranteed, or certified mail, with postage or shipping paid by the sender and with evidence of delivery, which may be in an electronic format.

- c) A **SPECIAL MAGISTRATE** who complies with a public records request within eight business days after the notice is sent is not liable for the reasonable costs of enforcement.

- H. **Non-Discrimination:** The **SPECIAL MAGISTRATE** shall assure that no person shall, on the grounds of race, color, creed, national origin, handicap, or sex, be excluded from participation in, denied the benefits of, or otherwise subjected to discrimination in any activity under this **AGREEMENT**. The **SPECIAL MAGISTRATE** shall take all measures necessary to effectuate these assurances.

- I. **Severability:** That, should any term or provision of this **AGREEMENT** be held, to any extent, invalid or unenforceable, as against any person, entity or circumstance during the term hereof, by force of any statute, law, or ruling of any forum of competent jurisdiction, such invalidity shall not affect any other term or provision of this **AGREEMENT**, to the extent that the **AGREEMENT** shall remain operable, enforceable and in full force and effect to the extent permitted by law.

- J. **Construction:** Should any provision of this **AGREEMENT** be subject to judicial interpretation, it is agreed that the court interpreting or considering such provision will not apply the presumption or rule of construction that the terms of this **AGREEMENT** be more strictly **AGREEMENT** through review by their respective counsel, if any, and/or the negotiation of specific language, and, therefore, the application of such presumption or rule of construction would be inappropriate and contrary to the intent of the parties.

- K. **Compliance with Laws:** The **SPECIAL MAGISTRATE**, its employees, subcontractors, or assigns, shall comply with all applicable federal, state, and local laws and regulations relating to the performance of this **AGREEMENT**.

- L. **Amendment:** No modification, amendment, or alteration in the terms or conditions of this **AGREEMENT** will be effective unless contained in a written document executed with the same formality as this **AGREEMENT**.

- M. **Waivers:** Failures or waivers to enforce any covenant, condition, or provision of this **AGREEMENT** by the parties, their successors and assigns shall not operate as a discharge or, invalidate, such covenant, condition, or provision, or impair the enforcement rights of the parties, their successors, and assigns.

- N. **Attorney's Fees:** In the event of any litigation to enforce the terms of this **AGREEMENT**, the prevailing party shall be entitled to reasonable attorney's fees and costs which are directly attributed to such litigation both at the trial and appellate level.

- O. **Complete AGREEMENT:** This **AGREEMENT** states the entire understanding between the parties and supersedes any written or oral representations, statements, negotiations, or **AGREEMENTS** to the contrary. The **SPECIAL MAGISTRATE** recognizes that any representations, statements, or negotiations made by the **CITY** staff do not suffice to legally bind the **CITY** in a contractual relationship unless they have been reduced to writing, authorized, and signed by an authorized **CITY** representative. The **AGREEMENT** shall bind the parties, their assigns, and successors in interest.

- P. **Headings:** All headings are for clarification only and are not to be used in any judicial construction of this **AGREEMENT** or any paragraph.

- Q. **Law; Venue:** This **AGREEMENT** shall be governed by the laws of the State of Florida. In the event it is necessary for either party to initiate legal action regarding this **AGREEMENT**, venue shall be in the **CITY**.

R. Responsible Vendor Determination: **SPECIAL MAGISTRATE** is hereby notified that Section 287.05701, Florida Statutes, requires that the **CITY** may not request documentation of, or consider, a vendor's social, political, or ideological interests when determining if the vendor is a responsible vendor.

4. Special Provisions.

A. This **AGREEMENT** shall be construed to be a non-exclusive requirements **AGREEMENT** and shall not be deemed to prohibit the **CITY** from retaining additional **SPECIAL MAGISTRATE(S)** to render services simultaneously for the **CITY**.

IN WITNESS WHEREOF, the parties hereto have executed this document on the date first above written.

AS TO THE CITY:

Dowling R. Watford, Jr., Mayor

ATTEST:

Lane Gamiotea, CMC, City Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

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

AS TO THE SPECIAL MAGISTRATE:

Roger Azcona, Esquire
Law Office of Roger Azcona, Esq.

Date: _____

Ron DeSantis, Florida Governor
Pedro Allende, Secretary

Exhibit 7
05/21/2024

GRANT AGREEMENT
FOR
LOCAL GOVERNMENT CYBERSECURITY GRANT PROGRAM
CONTRACT NO: DMS-24/25-066
CATALOG OF STATE FINANCIAL ASSISTANCE NUMBER: 72.016
BETWEEN
THE STATE OF FLORIDA
DEPARTMENT OF MANAGEMENT SERVICES
AND
CITY OF OKEECHOBEE

GRANT AGREEMENT

This Grant Agreement is made and entered into by and between the Department of Management Services (Department), an agency of the State of Florida (State), and City of Okeechobee (Grantee). The Department and the Grantee are sometimes referred to herein individually as a “Party” or collectively as the “Parties.”

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING REPRESENTATIONS:

WHEREAS, the Department, through the Florida Digital Service (FL[DS]), has the authority, pursuant to Section 200, Fiscal Year 2024-2025 General Appropriations Act (GAA), to provide nonrecurring assistance to local governments for the development and enhancement of cybersecurity risk management programs; and

WHEREAS, the Grantee represents that it is fully qualified and eligible to receive the grant identified herein in accordance with the terms and conditions hereinafter set forth.

NOW THEREFORE, the Parties do mutually agree as follows:

A. Deliverables and Performance Requirements:

In accordance with the GAA, the Parties agree that the funds will be utilized as described in Attachment A – Solution Statement of Work. The Grantee shall provide the deliverables specified herein in accordance with the terms and conditions of this Agreement, including its attachments and exhibits.

B. Agreement Period:

The performance period for this Agreement begins upon execution and ends upon the expiration of the applicable cybersecurity technical assistance services or commodities awarded or purchased pursuant to the Agreement, or in accordance with the final implementation plan(s), unless terminated earlier in accordance with the Agreement. No renewals or extensions of this Agreement are permitted.

C. Agreement Documents and Amendments Thereto.

1. Agreement Documents. “Agreement” means this Grant Agreement and all incorporated attachments, exhibits, and schedules, which set forth the entire understanding of the Parties. There are no other provisions, terms, conditions, or obligations. This Agreement supersedes all previous oral or written communications, representations, or agreements on this subject.

All attachments, exhibits, and schedules listed below are incorporated in their entirety into, and will form part of, this Agreement. In the event of a conflict, the following order of precedence shall apply:

- a. This Grant Agreement
- b. Attachment A – Solution Statement of Work
- c. Attachment B – Audit Requirements for Awards of State and Federal Financial Assistance, including its Exhibit 1
- d. Attachment C – Grantee Data Sharing Agreement(s) (“DSA”), if applicable

- e. Final Implementation Plan, if applicable(s)
- 2. Counterparts. This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one (1) single agreement between the Parties.
- 3. Survivability. This Agreement and any and all promises, covenants, and representations made herein are binding upon the Parties hereto and any and all respective heirs, assigns, and successors in interest. The respective obligations of the Parties, which by their nature would continue beyond the termination or expiration of this Agreement, including without limitation, the obligations regarding confidentiality, proprietary interests, and public records, shall survive termination or expiration of this Agreement.
- 4. Severability. If a court of competent jurisdiction deems any term or condition of this Agreement void or unenforceable, the other provisions are severable to that void provision, and will remain in full force and effect. However, to the fullest extent permitted by law, this Agreement shall be construed as if the scope or duration of such provision had been more narrowly drafted so as not to be invalid or unenforceable.
- 5. Amendments. With the exception of changes to the Primary Contacts, DSA/IT Coordinators, and the provisions of the applicable vendor terms and conditions, this Agreement may only be modified or amended by a written agreement duly executed by the Parties.

D. Notices and Primary Contacts:

- 1. Notices. The Parties shall use the contact information provided in Section D.2., Primary Contacts, below, for all communications and notices under this Agreement. Where the term “written notice” is used to specify a notice requirement herein, said notice will be deemed to have been given (i) when personally delivered; (ii) when transmitted via facsimile (with confirmation of receipt) or email (with confirmation of receipt), provided the sender on the same day sends a confirming copy of such notice by a recognized delivery service (charges prepaid); (iii) the Business Day immediately following the next Business Day on which the notice or communication has been provided prepaid by the sender to a recognized overnight delivery service; or (iv) on the date actually received except where there is a date of the certification of receipt. For purposes of this Agreement, “Business Day” means any day of the week, excluding weekends and holidays, observed by State agencies pursuant to section 110.117(1)(a)-(j), Florida Statutes (F.S.).
- 2. Primary Contacts.
 - a. **Department’s Grant Manager** (see section 215.971, F.S.).

Lacy Perkins, Procurement & Grants Administrator
Florida Digital Service
Department of Management Services
2555 Shumard Oaks Blvd
Tallahassee, Florida 32399

Telephone: (850) 413-0604
Email: CybersecurityGrants@digital.fl.gov

2. Grantee's Grant Manager

Gary Ritter, City Administrator
City of Okeechobee
55 SE 3RD AVE
OKEECHOBEE, Florida 34974
Telephone: +1 (863) 763-9812
Email: gritter@cityofokeechobee.com

3. Changes in Primary Contacts. Either Party may provide notice to the other Party by email identifying a change of a designated primary contact and providing the new contact information for the newly designated primary contact. Such notices must be sent to the other Party's Grant Manager and is sufficient to effectuate this change without requiring a written amendment to this Agreement.

E. Payment, Funding, and Award Considerations:

1. Fiscal Year. The funds utilized for this Agreement are from the State's 2024-2025 Fiscal Year, which begins July 1, 2024, and expires on June 30, 2025.
2. Services, Licenses or Commodities Awards. The Grantee agrees to implement services, licenses, or commodities described in Attachment A – Solution Statement of Work, according to the Final Implementation Plan(s), if applicable. All uses of the items described in Attachment A – Solution Statement of Work are subject to the terms and conditions of the DSA and applicable riders attached thereto.
3. Procurement. The Department agrees to purchase all commodities or services awarded to the Grantee on behalf of the Grantee as described in Attachment A – Solution Statement of Work.

F. Compliance with Law:

1. Applicable Law. The Parties shall comply with the applicable state and federal laws, rules, regulations, and policies, including, but not limited to, those identified in this Agreement.
2. Governing Law. The Grantee agrees that this Agreement is entered into in the State of Florida, and shall be construed, performed, and enforced in all respects in accordance with the laws, rules, and regulations of the State. Each Party shall perform its obligations herein in accordance with the terms and conditions of this Agreement. Without limiting the provisions of Section P, Dispute Resolution, the exclusive venue of any legal or equitable action that arises out of or relates to this Agreement shall be the appropriate State court in Leon County, Florida; in any such action, the Parties waive any right to jury trial. Except as otherwise

provided by law, the Parties agree to be responsible for their own attorney fees incurred in connection with disputes arising under the terms of this Agreement.

3. Ethics. The Grantee shall comply with the requirements of sections 11.062 and 216.347, F.S. The Grantee shall not, in connection with this or any other agreement with the State, directly or indirectly:
 - a. Offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for any State officer or employee's decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty; or
 - b. Offer, give, or agree to give to anyone any gratuity for the benefit of, or at the direction or request of, any State officer or employee. For purposes of this subsection b, "gratuity" means any payment of more than nominal monetary value in the form of cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind.

Upon request of the Department's Inspector General, or other authorized State official, the Grantee shall provide any type of information the Inspector General deems relevant to the Grantee's integrity or responsibility. Such information may include, but shall not be limited to, the Grantee's business or financial records, documents, or files of any type or form that refer to or relate to this Agreement. The Grantee shall retain such records in accordance with the record retention requirements of Part V of Attachment B, Audit Requirements for Awards of State and Federal Financial Assistance.

4. Advertising. Subject to Chapter 119, F.S., the Grantee shall not publicly disseminate any information concerning this Agreement under any promotional activity, such as advertisements or press releases, without prior written approval from the Department.
5. Conflict of Interest. This Agreement is subject to Chapter 112, F.S. The Grantee shall disclose the name of any officer, director, employee, or other agent who has or potentially has a conflict of interest relating to this Agreement or funds received hereunder.
6. Records Retention. The Grantee shall retain all records made or received in conjunction with this Agreement for the longer of five (5) years after the end of this Agreement period and all pending matters or the period required by the General Records Schedules maintained by the Florida Department of State (available at: <https://dos.myflorida.com/media/703328/gsl-sl-2020.pdf>). If the Grantee's record retention requirements terminate prior to the requirements stated herein, the Grantee may meet the Department's record retention requirements for this Agreement by transferring its records to the Department at that time, and by destroying duplicate records in accordance with section 501.171, F.S., and, if applicable, section 119.0701, F.S. The Grantee shall adhere to established information destruction standards such as those established by the National Institute of Standards and Technology Special Publication 800-88, "Guidelines for Media Sanitization" (2014). See <https://nvlpubs.nist.gov/nistpubs/SpecialPublications/NIST.SP.800-88r1.pdf>.

G. Recoupment of Funds:

1. Notwithstanding the damages limitations of Section R, Limitation of Liability, if the Grantee's non-compliance with any provision of this Agreement results in additional costs or monetary loss to the Department or the State, the Department can recoup the costs or losses from monies owed to the Grantee under this Agreement or any other agreement between the Grantee and any State entity. In the event that the discovery of additional costs or losses arises when no monies are available under this Agreement or any other agreement between the Grantee and any State entity, the Grantee shall repay such costs or losses to the Department in full within thirty (30) days from the date of discovery or notification, unless the Department agrees, in writing, to an alternative timeframe. The Department shall not be liable for any penalties or costs associated with the Grantee's misuse of any purchases made pursuant to this Agreement.
2. If the Grantee or its independent auditor discovers that an overpayment has been made, the Grantee shall repay said overpayment within forty (40) calendar days without prior notification from the Department. In the event that the Department first discovers an overpayment has been made, the Department will notify the Grantee in writing. Should repayment not be made in a timely manner, the Department shall be entitled to charge interest at the lawful rate of interest on the outstanding balance beginning forty (40) calendar days after the date of notification or discovery. Refunds should be sent to the Department's Agreement Manager and made payable to the "Department of Management Services." If this Agreement is terminated for cause, the Department, at its discretion, may require that the Grantee return to the Department any funds that were used for purposes that are considered ineligible under this Agreement.

H. Audits and Records:

1. Representatives of the Department, the State's Chief Financial Officer, the State's Auditor General, and representatives of the federal government, shall have access to any of the 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.
2. The Grantee shall maintain books, records, and documents in accordance with the generally accepted accounting principles to sufficiently and properly reflect all purchases made under this Agreement.

The Grantee shall comply with all applicable requirements of section 215.97, F.S., and Attachment B, Audit Requirements for Awards of State and Federal Financial Assistance. If the Grantee is required to undergo an audit, the Grantee shall disclose all related party transactions to the auditor.

3. The Grantee shall retain all its records, financial records, supporting documents, statistical records, and any other documents, including electronic storage media, pertinent to this

Agreement in accordance with the record retention requirements of Part V of Attachment B, Audit Requirements for Awards of State and Federal Financial Assistance. The Grantee shall cooperate with the Department to facilitate the duplication and transfer of such records or documents upon the Department's request.

4. If awarded services, licenses, or commodities described in Attachment A – Solution Statement of Work, the Grantee shall include records of the start and end dates for all tasks in the Final Implementation Plan(s), if applicable. Additional requirements may be incorporated in the Final Implementation Plan(s).
5. The Grantee shall include the aforementioned audit and recordkeeping requirements in all approved subrecipient contracts and assignments.

I. Public Records and Records Production:

1. Identification and Protection of Confidential Information. Article 1, section 24, Florida Constitution, guarantees every person access to all public records, and section 119.011, F.S., provides a broad definition of "public record." As such, records submitted to the Department (or any other State agency) are public records and are subject to disclosure unless exempt from disclosure by law. The following records for agencies, as "agency" is defined in section 119.011(2), F.S., are confidential and exempt pursuant to section 119.0725, F.S.:
 - a. Cybersecurity insurance limits and deductibles;
 - b. Information relating to critical infrastructure;
 - c. Incident reporting information pursuant to sections 282.318 and 282.3185, F.S.;
 - d. Network schematics;
 - e. Hardware and software configurations; and
 - f. Encryption information or information that identifies detection, investigation, or response practices for suspected or confirmed cybersecurity incidents, including suspected or confirmed breaches.

If the Grantee considers any portion of other records it provides to the Department (or any other State agency) to be trade secret or otherwise confidential or exempt from disclosure under Florida or federal law, the Grantee shall mark the document as "confidential" and simultaneously provide the Department (or other State agency) with a separate, redacted copy of the record. Such records and those records made confidential and exempt pursuant to section 119.0725, F.S., shall be considered "Confidential Information." For each portion redacted, the Grantee shall describe in writing the grounds for claiming the exemption, including the specific statutory citation for such exemption. The Grantee shall only redact portions of records that it claims are Confidential Information.

In the event of a request for public records pursuant to Chapter 119, F.S., the Florida Constitution, or other authority, to which records that are marked as "confidential" are responsive, the Department will provide the Grantee-redacted copy to the requestor. If a requestor asserts a right to the redacted Confidential Information, the Department will notify

the Grantee such an assertion has been made. It is the Grantee's responsibility to take the appropriate legal action to assert that the information in question is exempt from disclosure under Chapter 119, F.S., or other applicable law.

If the Department becomes subject to a demand for discovery or disclosure of documents that are marked as "confidential" in a legal proceeding, the Department will give the Grantee notice of the demand or request. The Grantee shall take the appropriate legal action in response to the demand and to defend its claims of confidentiality. If the Grantee fails to take appropriate and timely action to protect the records it has designated as Confidential Information, the Grantee agrees that the Department is permitted to treat those records as not confidential and the Department is permitted to provide the unredacted records to the requester and the Grantee agrees not to pursue any suit, action, or claim, including for damages, against the Department or its employees, attorneys, agents or volunteers.

The Grantee shall protect, defend, and indemnify the Department from all suits, claims, actions, demands, liability, costs, fines, and attorneys' fees arising from or relating to the Grantee's determination that the redacted portions of its records are Confidential Information, including all costs, including attorney's fees, incurred regarding the entitlement or amount of such attorney's fees. If the Grantee fails to submit a redacted copy in accordance with this section, of information it claims is Confidential Information, the Department is authorized to produce the entire record submitted to the Department, including those records marked "confidential," in response to a public records request for, or demand for discovery or disclosure of, these records and the Grantee agrees not to pursue any suit, action, or claim, including for damages, against the Department or its employees, attorneys, agents, or volunteers.

2. Inspection of Records. In accordance with section 216.1366, F.S., the Department is authorized to inspect the: (a) financial records, papers, and documents of the Grantee that are directly related to the performance of this Agreement or the expenditure of State funds; and (b) programmatic records, papers, and documents of the Grantee which the Department determines are necessary to monitor the performance of this Agreement or to ensure that the terms of this Agreement are being met. The Grantee shall provide such records, papers, and documents requested by the Department within ten (10) Business Days after the request is made.

J. Non-Discrimination:

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

K. Duty of Continuing Disclosure of Legal Proceedings and Instances of Fraud:

1. The Grantee shall provide written notice to the Department disclosing any criminal litigation, investigation, or proceeding that arises during the Agreement period involving the Grantee except where the Grantee is involved in a prosecutorial or administrative capacity, or, to the extent the Grantee is aware, any of the Grantee's subrecipients or contractors (or any of the foregoing entities' current officers or directors). The Grantee shall also provide written notice to the Department disclosing any civil litigation, arbitration, or proceeding that arises during the Agreement period that is related to or involves funds provided under this Agreement, to which the Grantee (or, to the extent the Grantee is aware, any subrecipient or contractor hereunder) is a party, and which:
 - a. Might reasonably be expected to adversely affect the viability or financial stability of the Grantee or any subrecipient or contractor hereunder; or
 - b. Involves a claim or written allegation of fraud against the Grantee, or any subrecipient or contractor hereunder, by a governmental or public entity arising out of business dealings with governmental or public entities.

All notices under this section must be provided to the Department within thirty (30) Business Days following the date that the Grantee first becomes aware of any such litigation, investigation, arbitration, or other proceeding (collectively, a "Proceeding"). Details of settlements that are prevented from disclosure by the terms of the settlement must be annotated as such.

2. This duty of disclosure applies to each officer and director of the Grantee, subrecipients, or contractors when any Proceeding relates to the officer's or director's business or financial activities.
3. Instances of Grantee operational fraud or criminal activities, regardless of whether a legal Proceeding has been initiated, shall be reported to the Department's Grant Manager within twenty-four (24) hours of the Grantee being made aware of the incident.
4. The Grantee shall promptly notify the Department's Grant Manager of any Proceeding relating to or affecting the Grantee's, subrecipient's, or contractor's business. If the existence of such Proceeding causes the State to conclude that the Grantee's ability or willingness to perform this Agreement is jeopardized, the Grantee shall be required to provide the Department's Grant Manager all reasonable assurances requested by the Department to demonstrate that:
 - a. The Grantee will be able to perform this Agreement in accordance with its terms and conditions; and
 - b. The Grantee and/or its employees, agents, subrecipients, or contractor(s) have not and will not engage in conduct in performance under this Agreement that is similar in nature to the conduct alleged in such Proceeding.

L. Assignments, Subgrants, and Contracts:

1. Unless otherwise specified in Attachment A – Solution Statement of Work, or through prior written approval of the Department, the Grantee may not: 1) subgrant any funds awarded under this Agreement; 2) contract its duties or responsibilities under this Agreement out to a third party; or 3) assign, transfer, or sell any of the Grantee’s rights or responsibilities, unless specifically permitted by law to do so. Any such subgrant, contract, or assignment occurring without the prior approval of the Department shall be null and void. In the event the Department approves transfer of the Grantee’s obligations, the Grantee remains responsible for all work performed and all expenses incurred in connection with this Agreement. In addition, this Agreement shall bind the successors, assigns, and legal representatives of the Grantee, and of any legal entity that succeeds the Grantee, to the Grantee’s obligations to the Department.
2. The Grantee agrees to be responsible for all work performed in fulfilling the obligations of this Agreement.
3. The Grantee agrees that the Department may assign or transfer its rights, duties, or obligations under this Agreement to another governmental entity upon giving prior written notice to the Grantee.

M. Intellectual Property Rights:

Where activities supported by this Agreement result in the creation of intellectual property rights, the Grantee shall notify the Department, and the Department will determine whether the Grantee will be required to grant the Department a perpetual, irrevocable, royalty-free, nonexclusive license to use, and to authorize others to use for State government purposes, any resulting patented, copyrighted, or trademarked work products developed under this Agreement.

N. Independent Contractor Status:

It is mutually understood and agreed to that at all times during the Grantee’s performance of its duties and responsibilities under this Agreement that Grantee is acting and performing as an independent contractor. The Department shall neither have nor exercise any control or direction over the methods by which the Grantee shall perform its work and functions other than as provided herein. Nothing in this Agreement is intended to or shall be deemed to constitute a partnership or joint venture between the Parties.

1. The Grantee (and its officers, agents, employees, subrecipients, contractors, or assignees), in performance of this Agreement, shall act in the capacity of an independent contractor and not as an officer, employee, or agent of the State. Further, unless specifically authorized to do so, the Grantee shall not represent to others that, as the Grantee, it has the authority to bind the Department or the State.

2. Neither the Grantee nor its officers, agents, employees, subrecipients, contractors, or assignees, are entitled to State retirement or State leave benefits, or to any other compensation of State employment as a result of performing the duties and obligations of this Agreement.
3. The Grantee agrees to take such actions as may be necessary to ensure that each subrecipient or contractor will also be deemed to be an independent contractor and will not be considered or permitted to be an agent, servant, joint venturer, or partner of the State.
4. Unless agreed to by the Department in Attachment A – Solution Statement of Work, the Department will not furnish services of support (e.g., office space, office supplies, telephone service, secretarial, clerical support, etc.) to the Grantee or its subrecipient, contractor, or assignee.
5. The Department shall not be responsible for withholding taxes with respect to the Grantee's compensation hereunder. The Grantee shall have no claim against the Department for vacation pay, sick leave, retirement benefits, social security, workers' compensation, health or disability benefits, reemployment assistance benefits, or employee benefits of any kind. The Grantee shall ensure that its employees, subrecipients, contractors, and other agents, receive benefits and necessary insurance (health, workers' compensation, reemployment assistance benefits) from an employer other than the State.
6. At all times during the Agreement period, the Grantee must comply with the reporting and Reemployment Assistance contribution payment requirements of chapter 443, F.S.

O. Termination:

1. Termination for Failure to Implement. For awarded services, licenses, or commodities under Attachment A – Solution Statement of Work, if the Grantee does not approve a Final Implementation Plan within 15 calendar days of purchase order issuance for the awarded solutions, this Agreement may be terminated by the Department, at its sole discretion.
2. Termination Due to the Lack of Funds. The funds utilized for this Agreement are from the State's 2024-2025 Fiscal Year, which begins July 1, 2024, and expires on June 30, 2025. If funds become unavailable for this Agreement's purpose, such event will not constitute a default by the Department or the State. The Department agrees to notify the Grantee in writing at the earliest possible time if funds are no longer available. In the event that any State funds upon which this Agreement depends are withdrawn or redirected, the Department may terminate this Agreement by providing written notice to the Grantee. The Department will be the final authority as to the availability of funds.
3. Termination for Cause. The Department may terminate this Agreement if the Grantee fails to:
 - a. Satisfactorily complete the deliverables within the time specified in this Agreement;
 - b. Maintain adequate progress, thus endangering performance of this Agreement;
 - c. Honor any term of this Agreement; or

d. Abide by any statutory, regulatory, or licensing requirement.

The Grantee shall continue to perform any work not terminated. The Department's rights and remedies in this clause are in addition to any other rights and remedies provided by law or under this Agreement. The Grantee shall not be entitled to recover any cancellation charges or lost profits.

4. Termination for Convenience. The Department may terminate this Agreement, in whole or in part, by providing written notice to the Grantee that the Department determined, in its sole discretion, it is in the State's interest to do so. The Grantee shall not furnish any product or continue services after the specified termination date in the Department's notice of termination, except as necessary to complete the continued portion of this Agreement, if any. The Grantee will not be entitled to recover any cancellation charges or lost profits.
5. Grantee's Responsibilities upon Termination. If the Department provides a notice of termination to the Grantee, except as otherwise specified by the Department in that notice, the Grantee shall:
 - a. Stop work under this Agreement on the date and to the extent specified in the notice.
 - b. Complete performance of such part of the work that has not been terminated by the Department, if any.
 - c. Take such action as may be necessary, or as the Department may specify, to protect and preserve any property which is in the possession and custody of the Grantee, and in which the Department has or may acquire an interest.
 - d. Transfer, assign, and make available to the Department all property and materials belonging to the Department upon the effective date of termination of this Agreement. No extra compensation will be paid to the Grantee for its services in connection with such transfer or assignment.

P. Dispute Resolution:

Disputes concerning performance under this Agreement will be decided by the Department, who shall reduce the decision to writing and serve a copy to the Grantee.

Q. Unauthorized Use:

1. The Grantee shall fully defend and hold harmless the State and the Department 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 the Department's misuse or modification of the Grantee's products or the Department's operation or use of the Grantee's products in a manner not contemplated by the Agreement. The Department will not be liable for any royalties.
2. The Grantee shall not be liable for any cost, expense, or compromise incurred or made by the State or the Department in any legal action without the Grantee's prior written consent, which

shall not be unreasonably withheld. The State and the Department shall have the right, at its own cost and expense, to participate in all actions under this Section Q.

3. For the avoidance of doubt, as the Grantee is a subdivision, as defined in section 768.28(2), F.S., pursuant to section 768.28(19), F.S., neither Party indemnifies nor insures or assumes any liability to the other Party for the other Party's negligence. Notwithstanding anything to the contrary in this Section Q., liability of either Party for tort claims is limited to the amounts prescribed in section 768.28, F.S., plus the Party's reasonable attorneys' fees.

R. Limitation of Liability:

1. Unless otherwise specifically enumerated in this Agreement, no Party shall be liable to the other Party for special, indirect, punitive, or consequential damages, including lost data or records (unless this Agreement requires the Grantee to back-up data or records), even if the Party has been advised that such damages are possible. No Party shall be liable to the other Party for lost profits, lost revenue, or lost institutional operating savings. The State and the Department may, in addition to other remedies available to them at law or in equity and upon notice to the Grantee, retain such monies from amounts due the Grantee as may be necessary to satisfy any claim for damages, penalties, costs, and the like asserted by or against them. Except as otherwise provided in this Agreement or the Data Sharing Agreement or its attachments or Riders, the Department is not liable for unauthorized access to information except as directly attributable to the actions of the Department. For all claims against Grantee under this Agreement, and regardless of the basis on which the claim is made, Grantee's liability under this Agreement for direct damages shall be limited to the dollar value of this Agreement. This limitation shall not apply to claims arising under Section Q. of this Agreement.
2. Pursuant to Section 200 of the 2024-2025 General Appropriations Act, the State is hereby released from all liability related to cybersecurity incidents impacting the Grantee.

S. 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 caused by 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 subrecipients, contractors, or suppliers if no alternate source of supply is available. However, in the event a delay arises from the foregoing causes, the Party shall take all reasonable measures to mitigate any and all resulting damages, costs, delays, or disruptions to the project in accordance with the Party's performance requirements under this Agreement.

In the case of any delay the Grantee believes is excusable under this section, the Grantee shall provide written notice to the Department describing the delay or potential delay and the cause of the delay within: ten (10) calendar days after the cause that creates or will create the delay first arose (if the Grantee could reasonably foresee that a delay could occur as a result); or five (5) calendar days after the date the Grantee first had reason to believe that a delay could result (if the delay is not reasonably foreseeable). **THE FOREGOING SHALL CONSTITUTE THE**

GRANTEE'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY. Providing notice in strict accordance with this section is a condition precedent to such remedy.

The Department, in its sole discretion, will determine if the delay is excusable under this section and will notify the Grantee of its decision in writing. The Grantee shall not assert a claim for damages, other than for an extension of time, against the Department. The Grantee will not be entitled to an increase in the Agreement price or payment of any kind from the Department for any reason. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this section, after the causes have ceased to exist, the Grantee shall resume performance, unless the Department determines, in its sole discretion, that the delay will significantly impair the ability of the Grantee to timely complete its obligations under this Agreement, in which case, the Department may terminate this Agreement in whole or in part.

T. Mandatory Disclosure Requirements:

1. Convicted Vendor List. The Grantee has a continuous duty to disclose to the Department if the Grantee or any of its affiliates, as defined by section 287.133(1)(a), F.S., are placed on the convicted vendor list. Pursuant to section 287.133(2)(a), F.S.: "A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017, F.S., for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list."
2. Discriminatory Vendor List. The Grantee has a continuous duty to disclose to the Department if the Grantee or any of its affiliates, as defined by section 287.134(1)(a), F.S., are placed on the discriminatory vendor list. Pursuant to section 287.134(2)(a), F.S.: "An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity."
3. Antitrust Violator Vendor List. The Grantee has a continuous duty to disclose to the Department if the Grantee or any of its affiliates, as defined by section 287.137(1)(a), F.S., are placed on the antitrust violator vendor list. Pursuant to section 287.137(2)(a), F.S.: "A person or an affiliate who has been placed on the antitrust violator vendor list following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply for any new contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply for a new contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on new

leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a new contract with a public entity; and may not transact new business with a public entity.”

4. Foreign Gifts and Contracts. The Grantee shall comply with any applicable disclosure requirements in section 286.101, F.S. Pursuant to section 268.101(7), F.S.: “In addition to any fine assessed under [section 286.101(7)(a), F.S.], a final order determining a third or subsequent violation by an entity other than a state agency or political subdivision shall automatically disqualify the entity from eligibility for any grant or contract funded by a state agency or any political subdivision until such ineligibility is lifted by the Administration Commission for good cause.”

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IN WITNESS WHEREOF, the Parties agree to the terms and conditions of this Agreement and have duly authorized their respective representatives to sign it on the dates indicated below.

City of Okeechobee:

Department of Management Services:

By: _____

By: _____

Name: Gary Ritter

Name: _____

Title: City Administrator

Title: _____

Date: _____

Date: _____

ATTACHMENT A SOLUTION STATEMENT OF WORK

1. Scope of Work.

Pursuant to Section 200, FY 24-25 General Appropriations Act (GAA), the Parties agree that the Department shall, on behalf of the Grantee, expend funds for the provision of services, licenses, or commodities awarded to the Grantee to be utilized for the development and enhancement of cybersecurity risk management programs. The Grantee is being granted assistance in the form of services, licenses, or commodities to enhance its cybersecurity framework, to identify and mitigate risks, and to protect its infrastructure from threats through Florida's Local Government Cybersecurity Grant Program (the "Project").

2. Awarded Capabilities.

The Department shall offer the following capabilities/solutions to the Grantee:

Endpoint-Based Asset Discovery: Tanium
Network-Based Asset Discovery: Armis

Note: The Department will make its best effort to award the Grantee's preferred solution per capability. However, the Department can only contract for a limited number of solutions based on best value, technical acceptability, and operational volume.

3. Grantee Responsibilities.

The Grantee shall complete the Project in accordance with the requirements set forth in this Agreement and any applicable local, State, and federal laws and regulations. The Grantee is solely responsible for ensuring that any provided solutions are compliant with applicable state and federal laws and regulations based on Grantee's intended use, including, but not limited to, Health Insurance Portability and Accountability Act, Family Educational Rights and Privacy Act, Driver Privacy Protection Act, and General Data Protection Regulation.

4. Department Responsibilities.

The Department shall review Grantee reports and other records and reconcile them to ensure that the requirements of section 215.971, F.S., pertaining to agreements funded with State financial assistance are fulfilled.

5. Deliverables.

The Grantee shall complete the following deliverable(s):

Deliverables		
No.	Tasks	Performance Measures and Due Dates
1	Execute this Grant Agreement.	The Grantee must execute the Grant Agreement within 45 calendar days of award.
2	Participate in a kick-off meeting with FL[DS] and the solution provider, if implementation is required.	The Grantee shall participate in the kick-off meeting with FL[DS] and the solution provider within five (5) calendar days of Purchase Order (PO) issuance.

3	Approve Final Implementation Plan(s) for solutions awarded, if implementation is required.	The Grantee must coordinate with the solution provider(s) to review the Implementation Plan(s). If the Grantee chooses to proceed with a solution , the Grantee must approve the Final Implementation Plan within 15 calendar days of PO issuance.
4	Complete all tasks in accordance with the Final Implementation Plan(s), if implementation is required.	The Grantee shall provide all necessary resources to execute tasks assigned to the Grantee in the Final Implementation Plan(s).
5	Notify the Department's Grant Manager of implementation completion per the Final Implementation Plan, if implementation is required.	The Grantee shall notify the Department's Grant Manager in writing within 10 calendar days of implementation completion.
6	Provide FL[DS] with any information related to this Agreement as requested by FL[DS].	The Grantee shall respond within seven (7) calendar days of any request from FL[DS].

6. Reporting Requirements.

The Department may request status meetings for the Grantee to report on the implementation, service, training, or support status, as necessary, with the Grantee's Grant Manager.

The Department may, at its sole discretion, develop a format and deadlines the Grantee must comply with when reporting the information above. The Grantee's failure to confirm completion of the Final Implementation Plan(s) or comply with the reporting format and schedule may result in termination of the awarded solutions.

7. Performance Standards.

The Grantee shall timely perform all tasks and provide deliverables as set forth in this Agreement. The Department is entitled at all times, upon request, to be advised as to the status of work being done by the Grantee, on behalf of the grantee, and the details thereof.

If the Department determines that there is a performance deficiency that requires correction by the Grantee, then the Department shall notify the Grantee. The Grantee shall make the correction within a timeframe specified by the Department. The Grantee shall provide the Department with a corrective action plan describing how the Grantee will address all performance deficiencies identified by the Department. If the corrective action plan is unacceptable to, or implementation of the plan fails to remedy the performance deficiencies, the Grantee shall work cooperatively with the Department to modify the corrective action plan or to remedy the deficiencies. Additionally, if a performance deficiency is attributable to the performance of a contractor or subcontractor of the Grantee, the Grantee shall take all actions available to it to enforce financial consequences in its contract with the contractor or subcontractor or to pursue damages.

8. Financial Consequences for Failure to Timely and Satisfactorily Perform.

Violations of this Agreement or applicable licenses, or failure to provide the deliverables, may result, except as detailed above, in termination of access to awarded solutions and require immediate

removal of all software, hardware, or related services. Grantee may be subject to financial assessments related to such violations.

This provision for financial consequences shall not affect the Department's right to terminate the Agreement as provided elsewhere in the Agreement.

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ATTACHMENT B**AUDIT REQUIREMENTS FOR AWARDS OF STATE AND FEDERAL FINANCIAL ASSISTANCE**

Department of Financial Services

Division of Accounting and Auditing – Bureau of Auditing

**AUDIT REQUIREMENTS FOR AWARDS OF
STATE AND FEDERAL FINANCIAL ASSISTANCE**

The administration of resources awarded by the Department of Management Services (Department) to the Grantee may be subject to audits and/or monitoring by the Department, as described in this section.

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 Department staff, limited scope audits as defined by 2 CFR §200.425, or other procedures. By entering into this agreement, the Grantee agrees to comply and cooperate with any monitoring procedures or processes deemed appropriate by the Department. In the event the Department determines that a limited scope audit of the Grantee is appropriate, the Grantee agrees to comply with any additional instructions provided by Department staff to the Grantee regarding such audit. The Grantee 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 Grantee is a state or local government or a nonprofit organization as defined in 2 CFR §200.90, §200.64, and §200.70.

1. A Grantee 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 the Department by this agreement. In determining the federal awards expended in its fiscal year, the Grantee shall consider all sources of federal awards, including federal resources received from the Department. 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 Grantee 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 Grantee shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR §§200.508-512.
3. A Grantee 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 Grantee 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 Grantee resources obtained from other than federal entities).

Part II: State Funded

1. In the event that the Grantee expends a total amount of state financial assistance equal to or in excess of \$750,000 in any fiscal year of such Grantee (for fiscal years ending June 30,

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2017, and thereafter), the Grantee 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 the Department this agreement. In determining the state financial assistance expended in its fiscal year, the Grantee shall consider all sources of state financial assistance, including state financial assistance received from the Department, 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 Grantee 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 Grantee 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 Grantee 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 Grantee's resources obtained from other than state entities).

Part III: Other Audit Requirements

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 Grantee directly to the Federal Audit Clearinghouse (FAC) as provided in 2 CFR §200.36 and §200.512.

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

2. Copies of financial reporting packages required by Part II of this form shall be submitted by or on behalf of the Grantee directly to each of the following:
 - a. The Department at each of the following addresses:
Electronic copies (preferred): Cybersecuritygrants@digital.fl.gov

or

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Paper copies:
Procurement & Grants Administrator
Florida Digital Service
Department of Management Services
2555 Shumard Oaks Blvd, Suite 200
Tallahassee, Florida 32399

- 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. Any reports, management letters, or other information required to be submitted to the Department 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.
4. Grantees, when submitting financial reporting packages to the Department 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 Grantee in correspondence accompanying the reporting package.

Part V: Record Retention

The Grantee shall retain sufficient records demonstrating its compliance with the terms of the award(s) and this agreement for a period of five (5) years from the date the audit report is issued, and shall allow the Department, or its designee, the CFO, or Auditor General access to such records upon request. The Grantee shall ensure that audit working papers are made available to the Department, or its designee, the 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 the Department.

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EXHIBIT 1

**Federal Resources Awarded to the Grantee
Pursuant to this Agreement Consist of the Following:**

1. Federal Program A:
N/A
2. Federal Program B:
N/A

**Compliance Requirements Applicable to the Federal Resources
Awarded Pursuant to this Agreement are as Follows:**

1. Federal Program A:
N/A
2. Federal Program B:
N/A

**State Resources Awarded to the Grantee
Pursuant to this Agreement Consist of the Following:**

Matching Resources for Federal Programs:

1. Federal Program A:
N/A
2. Federal Program B:
N/A

Subject to Section 215.97, F.S.:

1. State Project A: Local Government Cybersecurity Grant
State Awarding Agency: Florida Department of Management Services
Catalog of State Financial Assistance Title and Number: 72.016
Amount: \$ _____
2. State Project B:
N/A

**Compliance Requirements Applicable to State Resources Awarded
Pursuant to this Agreement Are as Follows:**

The compliance requirements are as stated in Grant Agreement No. DMS-24/25-066 between the Grantee and the Department, entered in State Fiscal Year 2024-25.

ATTACHMENT C GRANTEE DATA SHARING AGREEMENT

Purposes

Grantee desires to utilize software licenses, applications, and solutions, as applicable, in connection with the attached Exhibit A – Cybersecurity Incident Response Rider and Exhibit B – Solution Rider, incorporated herein. This DSA describes the terms and conditions for the use of software licenses, applications, and solutions and protection of Covered Data, including requirements to safeguard the availability, confidentiality, and integrity of Covered Data in furtherance of the security objectives of Chapter 282, F.S.

I. Definitions

- A. Access – The authorization to inspect, review, transmit, duplicate, communicate with, retrieve data from, or otherwise make use of any Covered Data, regardless of type, form, or nature of storage. "Access" to a computer system or network includes local and remote access, as applicable.
- B. Authorized Purpose – The purpose(s) for which an Authorized Third Party may access, use, or disclose the Covered Data.
- C. Authorized Third Party – An individual, state agency, other Florida state or local governmental entity, or a private sector contractor or service provider of the Grantee which receives Covered Data.
- D. Authorized User – An individual granted Access or to use Software Entitlement by either FL[DS] or Grantee.
- E. County and Municipality Cybersecurity Technical Assistance Program (“the Program”) – refers to the grant program established by the 2024-2025 General Appropriations Act to enhance county and municipal cybersecurity and protect the infrastructure of local governments from threats.
- F. Covered Data – The limited subset of security data that is derived from Grantee’s use of any Software Entitlements as defined in the attached Rider(s); a Grantee’s confidential or proprietary information; and personal information as defined under section 501.171, F.S., and any other applicable privacy or data breach notification laws as may exist.
- G. Data Breach – Either (1) any unauthorized access to, or use or disclosure of, Covered Data for any purpose other than as expressly permitted by this DSA or required by law; or (2) a breach of privacy or of the security of the Covered Data. Good faith access of data by an employee or agent of the Grantee does not constitute a breach of security, provided that the information is not used for a purpose unrelated to the business or subject to further unauthorized use.
- H. DSA Coordinators – The individuals appointed by the signatories to this DSA as the point of contact for this DSA, who are responsible for ensuring that the Authorized Users comply with the activities identified herein.
- I. HIPAA - Health Insurance Portability and Accountability Act of 1996.
- J. Information Technology (IT) Coordinators – The individuals appointed by the signatories to this DSA as responsible for data flow and other technology-related considerations under this DSA.
- K. Information Technology Resources – As defined in section 282.0041, Florida Statutes, the data processing hardware and software and services, communications, supplies, personnel, facility

resources, maintenance, and training. As used in this DSA, the term also includes the definition for "Information Technology," as defined in section 282.0041, Florida Statutes, to add equipment, hardware, software, firmware, programs, systems, networks, infrastructure, media, and related material used to automatically, electronically, and wirelessly collect, receive, access, transmit, display, store, record, retrieve, analyze, evaluate, process, classify, manipulate, manage, assimilate, control, communicate, exchange, convert, converge, interface, switch, or disseminate information of any kind or form.

- L. **Software Entitlement** – Proprietary software provided to the Grantee under the Agreement to satisfy provision of the solution(s) awarded to the Grantee, as identified in Attachment A – Solution Statement of Work.

II. Responsibilities of the Parties

- A. **Data Transmission.** Covered Data shall only be transmitted through secure file transfer protocol or other secure transmission methods utilizing a National Institute of Standards and Technology approved means of electronic encryption as well as password protection and in a file format and layout determined by FL[DS]. Covered Data shall not be transmitted via any other means, including electronic mail. If applicable to any transmission of the Covered Data, both transmitting and receiving Grantee shall completely and permanently remove Covered Data from any temporary transfer location within twenty-four (24) hours of receipt of the Covered Data.
- B. **Compliance with Applicable Laws.** Each Party covenants and agrees that, in the performance of this DSA, it shall comply with all applicable federal, state, and local laws, statutes, and regulations including, but not limited to, such laws set forth in Article VI as applicable to a Project and such other data privacy or security laws, all as they exist now and as they may be amended from time to time ("Applicable Laws"). In the event of any notice of a material violation of Applicable Laws, or an investigation into an alleged material violation, the affected Party shall promptly notify the other in writing of such notice.

The Parties further agree to follow and be bound by the terms and conditions of any policy decisions or directives from the federal and state agencies with jurisdiction over the use of the data described herein upon receipt of written notice directing that such rules, policy decisions, or directives apply to this DSA.

- C. **HIPAA Business Associate Agreement.** To the extent that a Party is acting as a Business Associate (as defined by HIPAA) of the other Party, the Parties further agree to enter into a Business Associate Agreement as necessary, in the form of a mutually agreed-upon appendix to the DSA.
- D. **Incorporation and Compliance with Exhibits, Appendices and Riders, if Applicable.** The Project Riders, and any exhibits or appendices to this DSA are hereby incorporated and made a part hereof and are an integral part of this DSA. Each Rider, Exhibit, and Appendix attached hereto or referred to herein are hereby incorporated in and made a part of this DSA as if set forth in full herein.

III. FL[DS] Role and Responsibilities

- A. FL[DS] is responsible for:
 - 1. Processing Covered Data in accordance with the State Cybersecurity Act;

2. Facilitating data sharing with the Grantee and/or an Authorized Third Party in accordance with this DSA;
 3. Providing the Grantee with the option to utilize Software Entitlements; and
 4. Protecting the integrity of Covered Data obtained by FL[DS] through Grantee's use of any of the Software Entitlements. FL[DS] will not disclose this Covered Data to any third party unless required by law or as otherwise authorized by Grantee.
- B. FL[DS] will only access, use, or disclose Covered Data, as permitted by Grantee, as required by Applicable Law, or as necessary for completion of its responsibilities under this DSA, including any Project Riders. FL[DS] will ensure that its Authorized Users only access, use, or disclose Covered Data, as permitted by Grantee, as required by Applicable Law, or as necessary for completion of its responsibilities for any Projects, as assigned by FL[DS].
- C. FL[DS] will exercise reasonable care and no less than the same degree of care FL[DS] uses to protect its own confidential information to prevent confidential information from being used in a manner that is not expressly a purpose authorized in this DSA or as required by Applicable Law.

IV. Grantee's Role and Responsibilities

- A. Covered Data is and shall remain the property of Grantee.
- B. Grantee is solely responsible for its Access to and use of Software Entitlements and Covered Data, including:
1. Ensuring a level of security appropriate to the risk in respect of Covered Data;
 2. Securing Grantee's and its Authorized Users' systems and devices that can Access FL[DS] systems and Software Entitlements and complying with the Security Standards;
 3. Selecting and/or ensuring that Grantee has selected its Authorized Users; activating and deactivating the Access, credentials, and privileges of its Authorized Users; and managing access controls to the FL[DS] system and Software Entitlements in a timely manner in accordance with the Security Standards;
 4. Securing the account authentication credentials, systems, and devices of Grantee personnel who the Grantee designates to be Authorized Users;
 5. Managing the compliance of its Authorized Users with the Grantee's established security measures and as required by Applicable Law;
 6. Maintaining audit logs, as deemed necessary by the Grantee to demonstrate compliance with its obligations under this DSA;
 7. Backing up Covered Data, if required by law or Grantee policy; and
 8. Ensuring that it and its Authorized Users remain in compliance with the terms and conditions of any Software Entitlements.
- C. FL[DS] is not responsible for, and has no obligation for:

1. Selecting or verifying Grantee's Authorized Users, activating or deactivating the Access or credentials of Authorized Users; or
2. Protecting Covered Data that Grantee elects to store or transfer outside of FL[DS]'s and its sub-processors' systems (for example, offline or on-premises storage).

V. Unauthorized Disclosure/Data Breach

- A. In the event of a Data Breach of the Covered Data while in Grantee's (or an Authorized Third Party's) custody or control or as a result of Grantee's (or an Authorized Third Party's) access to or use of the Covered Data, which requires the provision of notice in accordance with section 501.171, F.S., or other Applicable Law (including, but not limited to, HIPAA), the Parties agree as follows:
1. Grantee shall notify FL[DS] of the Data Breach not more than 24 hours after discovery that a Data Breach has occurred or is reasonably likely to have occurred.
 2. Grantee (or its Authorized Third Party) shall be responsible for all costs related to the Data Breach including FL[DS]' and/or Grantee's (or an Authorized Third Party's) costs of complying with all legal requirements, including the requirements for Data Breach notification under Applicable Law, as well as defending any claims, actions, or lawsuits related thereto.
 3. If a Data Breach is subject to the notice provisions of section 501.171, F.S., or Applicable Law, the Parties agree to cooperate and work together to ensure full legal compliance and to provide breach notification to the extent required by Applicable Law. Grantee shall use its best and diligent efforts to identify the individuals entitled to receive notice of the Data Breach and obtain the names and mailing information of such individuals, so that FL[DS] and/or Grantee are able to distribute the notices within the legally required time periods. FL[DS] and/or Grantee, as applicable, shall bear its internal administrative and other costs incurred in identifying the affected individuals and their mailing information.
 4. In the event of a Data Breach, including the privacy or security of the Covered Data, while in the custody or control of the Grantee, if the Grantee must provide notice as a result of the requirements contained in section 501.171, F.S., or other Applicable Law, the Grantee shall submit a draft of the notice to FL[DS] for prior review and approval of the contents of the notice, prior to disseminating the notice. Such approval shall not be unreasonably delayed or withheld.
- B. If Grantee experiences a breach of the security of its systems that results in a breach of the security of FL[DS]'s systems ("FL[DS] Breach"), Grantee shall be responsible for all costs related to the FL[DS] Breach including FL[DS]'s costs of complying with all legal requirements, including any costs for data breach notification under section 501.171, F.S., or Applicable Law, as well as defending any claims, actions, or lawsuits against the FL[DS] related thereto. Grantee, at its own expense, shall cooperate fully with FL[DS] in the investigation, eradication, remediation, and recovery from the FL[DS] Breach.
- C. If FL[DS] experiences a breach of the security of its systems that results in a breach of the security of Grantee's systems ("Grantee Breach"), FL[DS] shall be responsible for all costs related to the Grantee Breach including Grantee's costs of complying with all legal requirements, including the requirements for data breach notification under section 501.171, F.S., or Applicable Law, as well as defending any claims, actions or lawsuits related thereto. FL[DS], at its own expense, shall

cooperate fully with Grantee in the investigation, eradication, remediation, and recovery from the Grantee Breach.

- D. If either FL[DS] or Grantee is obligated under this Section to pay costs incurred by the other Party, the Party required to pay such costs shall submit a draft of the legal notifications and other public communications to the other Party for prompt review and approval of the contents prior to disseminating the notification or communication. Such approval shall not be unreasonably delayed or withheld.
- E. The Parties understand and agree the provisions of this DSA relating to the protection and security of the Covered Data constitute a material condition of this DSA. This Article V. Unauthorized Disclosure/Data Breach is subject to Sections Q. and R. of the Agreement.

VI. Additional Terms Applicable to Certain Circumstances.

- A. Grantee is responsible for their Covered Data and entering into any required additional agreements related thereto. Grantee shall provide the FL[DS] DSA Coordinator with written notice prior to granting Access to any of the data types listed in subsections B-E, below, to FL[DS] or Software Entitlements. In the event of a conflict between the terms and conditions of this Article VI and the remainder of the DSA, the terms and conditions of Article VI shall control. Moreover, a Project may include the use of information described in more than one (1) of the provisions set forth in this Article VI, or it may include the use of information not described in this Article VI. In the event of a conflict between or among the terms and conditions of Subsections B, C, D or E of this Article VI, the more restrictive terms and conditions shall apply unless otherwise provided by Applicable Law or guidance by the applicable regulatory enforcement agencies or bodies.
- B. **CJIS.** The terms and conditions of this Article VI.B. apply when Covered Data involved in a Project includes criminal justice information.
 - 1. CJIS Covered Data. Covered Data may also include, but shall not be limited to, CJIS Covered Data. For purposes of this DSA, CJIS Covered Data shall mean criminal justice information that is provided by the Federal Bureau of Investigation (FBI) Criminal Justice Information Services (CJIS) system and that is necessary for law enforcement and civil agencies to perform their missions, including, but not limited to, biometric, identity history, biographic, property, and case/incident history data.
 - 2. Disclosure of CJIS Covered Data. The disclosure of CJIS Covered Data under the DSA, as modified by this section, is governed by the CJIS Security Policy, available at <https://www.fbi.gov/services/cjis/cjis-security-policy-resource-center>. In accordance with the CJIS Security Policy and 28 CFR Part 20, use of the CJIS system under the DSA is restricted to: detection, apprehension, detention, pretrial release, post-trial release, prosecution, adjudication, correctional supervision, rehabilitation of accused persons or criminal offenders, and other legally authorized purposes.
 - 3. Training. The Parties agree to work together to provide Authorized Users with confidentiality, privacy, and security training regarding access, use, and disclosure requirements for the CJIS Covered Data under the CJIS Security Policy.
 - 4. Access Requirements. Unique authorization is required for Access to the CJIS Covered Data and must be properly authenticated and recorded for audit purposes, including CJIS security and other applicable audit requirements.

C. **HIPAA and State Protected Health Information.** The terms and conditions of this Article VI.C. apply when Covered Data involved in a Project includes protected health information (PHI) and such other sensitive health information, the disclosure of which may be limited or restricted by law, including, but not limited to, mental health and drug and alcohol related information.

1. PHI Covered Data. Covered Data may also include, but shall not be limited to, PHI Covered Data. For purposes of this DSA, "PHI Covered Data" shall mean "protected health information" or "PHI," as such term is defined by HIPAA. PHI shall include, but shall not be limited to, any other medical or health-related information that is afforded greater protection under more restrictive federal or state law, including, but not limited to, the Substance Abuse and Mental Health Services Act (SAMSHA), located at 42 C.F.R. Part 2, the Florida Mental Health Act (the Baker Act), located at Fla. Stat. § 394.451 – 394.47892, and the Hal S. Marchman Alcohol and Other Drug Services Act, located at Fla. Stat. § 397.301 et seq.
2. Disclosure of PHI Covered Data. The disclosure of PHI Covered Data under the DSA, as modified by this Article C, is governed by HIPAA and more restrictive federal or state law, as applicable. Accordingly, the disclosure of PHI Covered Data under the DSA is permitted only with the consent of the individual who is the subject of the PHI Covered Data, by court order that meets the requirements of applicable law, and for other purposes as permitted by Applicable Law.
3. Business Associate Agreement. To the extent that FL[DS] is a "Business Associate" of Grantee, as such term is defined under HIPAA, the Parties agree to enter into a mutually agreeable Business Associate Agreement.
4. Training. The Parties agree to work together to provide Authorized Users with confidentiality, privacy, and security training regarding access, use, and disclosure requirements for the PHI Covered Data under HIPAA and more restrictive federal or state law, to the extent applicable.
5. Access Requirements. Unique authorization is required for Access and must be properly authenticated and recorded for audit purposes, including HIPAA audit requirements and other audit requirements under more restrictive federal or state law, to the extent applicable.

D. **FERPA.** The terms and conditions of this Article VI.D. apply when Covered Data includes student education records as defined by the Family Educational Rights and Privacy Act, 20 USC §1232g, and its implementing regulations set forth at 34 CFR Part 99 (collectively, "FERPA").

1. FERPA Covered Data. Covered Data may also include, but shall not be limited to, FERPA Covered Data. For purposes of this DSA, "FERPA Covered Data" shall mean student education records as defined by FERPA.
2. Disclosure of FERPA Covered Data. The disclosure of FERPA Covered Data under the DSA, as modified by this section, is governed by FERPA. Accordingly, the disclosure of FERPA Covered Data under the DSA is permitted with parent or eligible student consent and, without such consent, in the following circumstances: (i) to school officials with legitimate educational interest; (ii) to other schools to which a student is transferring; (iii) to specified officials for audit or evaluation purposes; (iv) to appropriate parties in connection with financial aid to a student; (v) to organizations conducting certain studies for or on behalf of the school; (vi) to accrediting organizations; (vii) to comply with a judicial order or lawfully issued subpoena; (viii) to appropriate officials in cases of health and safety emergencies; (ix) to state and local authorities, within a juvenile justice system, pursuant to specific state law; and (x) as otherwise provided by FERPA.

3. Training. The Parties agree to work together to provide Authorized Users with confidentiality, privacy, and security training regarding access, use, and disclosure requirements for the FERPA Covered Data under FERPA.
 4. Access Requirements. Unique authorization is required for Access and must be properly authenticated and recorded for audit purposes, including FERPA and any other applicable audit requirements.
- E. **DPPA**. The terms and conditions of this Article VI.E. apply when Covered Data includes motor vehicle record information.
1. DPPA Covered Data. For purposes of the DSA, Covered Data may include, but shall not be limited to, DPPA Covered Data. For purposes of this DSA, "DPPA Covered Data" shall mean motor vehicle information as set forth in the Driver Privacy Protection Act, 18 U.S.C. § 2721 ("DPPA").
 2. Disclosure of DPPA Covered Data. The disclosure of DPPA Covered Data under the DSA, as modified by this section, is governed by DPPA. DPPA prohibits the disclosure of personal information, as defined in 18 U.S.C. § 2725(3), that is contained in motor vehicle records, but such information may be used by any government agency, such as FL[DS] and Grantee, in carrying out its functions. Such personal information may not be re-disclosed by FL[DS] or Grantee, however, except in accordance with the permissible uses set forth at 18 U.S.C. § 2721(b). With certain limited exceptions, DPPA further prohibits the disclosure of highly restricted personal information, as defined in 18 U.S.C. § 2725(4), without the express consent of the individual who is the subject of such information. In accordance with section 119.0712(2)(d)(2), F.S., the emergency contact information contained in a motor vehicle record, without the express consent of the person to whom such emergency contact information applies, may be released only to: (a) law enforcement agencies for purposes of contacting those listed in the event of an emergency; or (b) a receiving facility, hospital, or licensed detoxification or addictions receiving facility pursuant to sections 394.463(2)(a) or 397.6772(1)(a), F.S., for the sole purpose of informing a patient's emergency contacts of the patient's whereabouts. E-mail addresses that are collected by the Florida Department of Highway Safety and Motor Vehicles also may not be disclosed pursuant to Section 119.0712(2)(c), F.S.
 3. Training. The Parties agree to work together to provide Authorized Users with confidentiality, privacy, and security training regarding access, use, and disclosure requirements for the DPPA Covered Data under DPPA and the Florida Statutes referenced above.
 4. Access Requirements. Unique authorization is required for Access and must be properly authenticated and recorded for audit purposes, including, but not limited to, compliance with these terms and conditions.

VII. Designation of DSA Coordinators

- A. The Coordinators for this DSA are:

FL[DS] DSA Coordinator:

Policy Manager
2555 Shumard Oak Boulevard
Tallahassee, FL 32399

Telephone: 850-413-0604
Email: Policy@digital.fl.gov

FL[DS] IT Coordinator:

State Cybersecurity Information Security Officer
2555 Shumard Oak Boulevard
Tallahassee, FL 32399
Telephone: 850-413-0604
Email: Cyber@digital.fl.gov

Grantee's DSA Coordinator:

Gary Ritter
City of Okeechobee
55 SE 3RD AVE
OKEECHOBEE, Florida 34974
Telephone: +1 (863) 763-9812
Email: gritter@cityofokeechobee.com

Grantee's IT Coordinator:

India Riedel
City of Okeechobee
55 SE 3RD AVE
OKEECHOBEE, Florida 34974
Telephone: +1 (863) 763-9818
Email: iriedel@cityofokeechobee.com

- B. Changes to the DSA and/or IT Coordinator designations may be accomplished by providing email change notification that is acknowledged by both Parties.

VIII. Inspection of Records

Each Party shall permit the other Party and any other applicable state and federal representatives with regulatory oversight over the other Party, or their designees, to conduct inspections described in this paragraph, or to make on-site inspections of records relevant to this DSA to ensure compliance with any state and federal law, regulation, or rule. Such inspections may take place with notice during normal business hours wherever the records are maintained. Each Party shall ensure a system is maintained that is sufficient to permit an audit of such Party's compliance with this DSA and the requirements specified above. Failure to allow such inspections constitutes a material breach of this DSA. This DSA may be terminated in accordance with Article VII.C. for a material breach.

IX. Grantee Additional Terms

- A. Contractors. Grantee shall ensure all contractors that have Access to Covered Data or Software Entitlements comply with all requirements of this DSA. The Software Entitlements shall not be Accessible by, or deployed on, Information Technology Resources not owned, employed, or controlled by Grantee.

RELEVANT FLORIDA STATUTES (2022)

Section 282.3185, Florida Statutes (F.S.), the “Local Government Cybersecurity Act,” directs the Florida Digital Service (FL[DS]) to provide training in cybersecurity to local governments, oversee their compliance in adopting cybersecurity standards, and to receive cybersecurity incident and ransomware event notifications through the State Cybersecurity Operations Center. Such incident reporting must also include “[a] statement requesting or declining assistance from the Cybersecurity Operations Center, the Cybercrime Office of the Department of Law Enforcement, or the sheriff who has jurisdiction over the local government.” per section 282.3185, F.S.

Under Section 200 of the 2024-2025 General Appropriations Act, FL[DS] has been directed to provide nonrecurring assistance to local governments for the development and enhancement of cybersecurity risk management programs.

Section 119.0725, F.S., establishes that coverage limits and deductible or self-insurance amounts of insurance or other risk mitigation coverages acquired for the protection of information technology systems, operational technology systems, or data of entities subject to the requirements of section 119.07(1), F.S., and section 24(a), Article I of the State Constitution; information relating to existing or proposed information technology and operational technology systems and assets, whether physical or virtual, the incapacity or destruction of which would negatively affect security, economic security, public health, or public safety; cybersecurity incident information reported under section 282.3185, F.S.; network schematics, hardware and software configurations, or encryption information or information that identifies detection, investigation, or response practices for suspected or confirmed cybersecurity incidents, including suspected or confirmed breaches, if the disclosure of such information would facilitate unauthorized access to or unauthorized modification, disclosure, or destruction of data or information, whether physical or virtual, or information technology resources, which include an agency’s existing or proposed information technology systems; and the recordings and transcripts of public meetings where such information may be revealed are confidential and exempt, and such public meetings are exempt from section 286.011, F.S., and section 24(b), Article I of the State Constitution.

Exhibit A
Cybersecurity Incident Response Rider

I. Definitions

In addition to the defined terms in the DSA, capitalized terms used herein have the meanings provided below:

- A. Cloud Console – The global administrative accounts for Software Entitlements directly managed and licensed by FL[DS].
- B. Customer Account – The accounts for Software Entitlements directly utilized by Grantee.
- C. Information Technology Resources – As defined in section 282.0041, Florida Statutes, data processing hardware and software and services, communications, supplies, personnel, facility resources, maintenance, and training. As used in this IR Rider, the term also includes the definition for “Information Technology,” as defined in section 282.0041, Florida Statutes, to add equipment, hardware, software, firmware, programs, systems, networks, infrastructure, media, and related material used to automatically, electronically, and wirelessly collect, receive, access, transmit, display, store, record, retrieve, analyze, evaluate, process, classify, manipulate, manage, assimilate, control, communicate, exchange, convert, converge, interface, switch, or disseminate information of any kind or form.
- D. Managing Organization – The entity managing the use of the Software Entitlements and their Cloud Consoles. As used in this IR Rider, the Managing Organization is FL[DS].
- E. Protected Grantee Data – Data, not including Telemetry Data, maintained and generated by Grantee, which shall not be Accessed or Accessible by, or sent to, Software Entitlements.
- F. Solution Data – Data, reports, or other information generated by Software Entitlements. This may be derived from, but does not include, Telemetry Data.
- G. Telemetry Data – Data generated by Grantee through automated communication processes from multiple data sources and processed by Software Entitlements.
- H. View - The permissions Grantee grants to FL[DS] to see Telemetry and Solutions Data provided to the Managing Organization by Customer Accounts. A View does not permit FL[DS] Access to Protected Grantee Data.

II. Purpose

FL[DS] and Grantee enter into this IR Rider to establish the terms and conditions for FL[DS] Access to assist Grantee with responding to incidents.

III. Incident Response

- A. **Incident Response Support.** As specified in section 282.3185(5), F.S., if applicable, upon discovery of an incident, Grantee may request, or FL[DS] may offer to provide, incident response support. Access to Grantee Information Technology Resources shall be limited to the extent expressly agreed to by Grantee. Such Access and support are unilaterally terminable at any time by either Party. FL[DS] may establish, and Grantee shall comply with, protocols or procedures for reporting and requesting support for incidents under this IR Rider, responding to incidents, and the types of support available to be provided for an incident. Grantee shall mitigate the impact of the incident and

preserve all relevant documents, records, and data. Grantee shall cooperate and coordinate with FL[DS] in responding to incidents where incident response support is received, including, but not limited to:

1. Assisting with any incident response related investigation by FL[DS];
2. Providing FL[DS] with physical access to the affected facilities and operations;
3. Facilitating interviews with Grantee personnel; and
4. Making all relevant records, logs, files, data reporting, and other materials available to FL[DS] or Grantee-authorized third parties.

FL[DS] shall only Access Covered Data, other Grantee data, and Grantee Information Technology Resources as permitted by Grantee. Any specific limitations on such Access shall be documented.

Upon termination of each instance of incident response support, regardless of the reason for such termination, Grantee shall assist FL[DS] with any close-out or post-incident documentation upon request.

- B. Covered Data and Personally Identifiable Information.** FL[DS] will not disclose Covered Data or other data made Accessible during incident response support to any third party unless required by law or as authorized by Grantee. In the event such data is required by law to be disclosed, FL[DS] shall make best efforts to notify Grantee prior to such disclosure.

IV. FL[DS] Role and Responsibilities

FL[DS] shall provide Grantee with the option to utilize the Software Entitlements to enhance the Grantee's cybersecurity and protect the Grantee's infrastructure from threats.

FL[DS] will Access a View of the Telemetry Data and Solution Data. FL[DS] will only use Telemetry and Solutions Data for the purpose of developing and implementing the Program; identifying and responding to risks and incidents; and in furtherance of meeting FL[DS]' and Grantee's statutory and regulatory obligations. FL[DS] will not disclose the Telemetry Data and Solutions Data to any third party unless required by law or as otherwise authorized by Grantee. FL[DS] will provide incident response services and resources as allowed and agreed to by FL[DS] and Grantee in responding to risks and incident.

V. Grantee Roles and Responsibilities

Grantee shall cooperate with and provide all assistance necessary to FL[DS]' incident response support.

VI. Indemnification

For the avoidance of doubt, the Grantee agrees to indemnify FL[DS] and the Department for any claims related to this rider pursuant to the terms provided in Section Q., Unauthorized Use, of the Grant Agreement.

VII. Conflict

In the event of a conflict between this IR Rider, the DSA, and any other rider, the terms of this IR Rider shall control.

VIII. Liability and Termination of Incident Response Support

Except as described in the DSA or other riders, incident response services and resources of FL[DS] or Grantee-authorized third parties shall be provided by FL[DS] without warranty by, and without liability to, FL[DS] or such Grantee-authorized third parties. Upon request, FL[DS] or Grantee-authorized third parties shall provide reasonable assistance to return Grantee Information Technology Resources to the operational status prior to the involvement of FL[DS] incident response support.

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Exhibit B
Solution Rider

I. Definitions

In addition to the defined terms in the DSA, capitalized terms used herein have the meanings provided below:

- A. Protected Grantee Data – Data, not including Telemetry Data, maintained, and generated by Grantee, which shall not be Accessed or Accessible by, or sent to, the Licensed Software Solution.
- B. Customer Account – The Licensed Software Solution account directly utilized by Grantee.
- C. Local Government Cybersecurity Grant Program (“the Program”) –The Program established by the 2024-2025 General Appropriations Act to provide nonrecurring assistance to local governments for the development and enhancement of cybersecurity risk management programs.
- D. Licensed Software Solutions – Proprietary software provided to the Grantee under the Agreement to satisfy provision of the solution(s) awarded to the Grantee, as identified in Attachment A of the Grant Agreement.
- E. Managing Organization – The entity managing the use of the Licensed Software Solution and its implementation. As used in this Rider, the Managing Organization is FL[DS].
- F. Protected Grantee Data – Data, not including Telemetry Data, maintained, and generated by Grantee, which shall not be Accessed or Accessible by, or sent to, the Licensed Software Solution.
- G. Solution Console – The global administrative account(s) directly managed and licensed by FL[DS] to provide the Grantee with the Software Entitlement.
- H. Solution Data – Data, reports, or other information generated by the Licensed Software Solution. May be derived from but shall not include Telemetry Data.
- I. Telemetry Data –The data generated by Grantee through automated communication processes from multiple data sources and processed by the Licensed Software Solution.
- J. View – The permissions granted for FL[DS] to see Telemetry Data provided to the Managing Organization’s Solution Console by the Customer Account. A View does not permit FL[DS] Access to Protected Grantee Data.

II. Statement of Work

- A. **Purpose/Scope:** FL[DS] and Grantee enter into this Rider to establish the terms and conditions for Grantee Access to the Licensed Software Solution provided by FL[DS]; to establish the maintenance, use, and disclosure of the Telemetry Data generated by Grantee and uploaded to the Solution Console; and to provide terms and conditions for the use of the Licensed Software Solution.
- B. **FL[DS] Role and Responsibilities:** FL[DS] is responsible for providing Grantee with the option to utilize the Licensed Software Solution.

FL[DS] shall be permitted to Access a View of the Telemetry Data provided within the Solution Console via permissions to the Customer Account.

FL[DS] will only use Telemetry Data for the express purpose of developing and implementing the Program and in furtherance of FL[DS]' and Grantee's statutory and regulatory obligations. FL[DS] will not disclose the Telemetry Data to any third party unless required by law or as otherwise authorized by Grantee.

C. Grantee's Role and Responsibilities: Grantee is responsible for:

- a. Grantee Access to and use of the Licensed Software Solution in compliance with all terms and conditions related thereto, including the Agreement terms and the vendor terms and conditions to be provided to the Grantee by FL[DS] without need for an amendment hereto by the Parties and which, after provision thereof, will be deemed incorporated herein and a material component hereof;
- b. Activating and deactivating the Access, credentials, and privileges of its authorized users;
- c. Ensuring no Protected Grantee Data is submitted to the Licensed Software Solution;
- d. Entering into any additional agreement with FL[DS], the Licensed Software Solution provider, or other third-parties as may be required by law regarding Protected Grantee Data, as applicable; and
- e. Managing access controls to allow View by FL[DS] and Access by the Licensed Software Solution.
- f. Telemetry Data, even as it may be housed, maintained, or processed by the Licensed Software Solution, is and shall remain the property of Grantee.

D. Indemnification: For the avoidance of doubt, the Grantee agrees to indemnify FL[DS] and the Department for any costs related to Grantee's use of the Licensed Software Solution pursuant to the terms provided in Section Q., Unauthorized Use, of the Grant Agreement.

E. Conflict: In the event of a conflict between this Rider and the DSA, the terms of this Rider shall control.

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