



CITY OF OKEECHOBEE

55 SE THIRD AVENUE
OKEECHOBEE, FL 34974

JUNE 21, 2022

6:00 PM

LIST OF EXHIBITS

Mayor

Dowling R. Watford, Jr.

Council Members

Noel Chandler

Monica Clark

Bob Jarriel

Bobby Keefe

Exhibit 1	May 2022 Warrant Register
Exhibit 2	Cattlemen's Square Project Expenditures
Exhibit 3	Chamber of Commerce Water Bills
Exhibit 4	Police Grant
Exhibit 5	City Administrator Employment Agreement



Okeechobee, FL

Check Report

By Check Number

Date Range: 05/01/2022 - 05/31/2022

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: CapVeh Fund-Capital Vehicle Fund Truist Checking						
City Electric Suppl	City Electric Supply Co.	05/13/2022	Regular	0.00	1,770.91	1917
SSD	SSD LLC Landscaping and Design	05/13/2022	Regular	0.00	5,600.00	1918
585	Vest Concrete, Inc.	05/26/2022	Regular	0.00	18,492.50	1919
Calvin, Giordano & A	Calvin, Giordano & Associates	05/31/2022	Regular	0.00	495.00	1920

Bank Code CapVeh Fund Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	5	4	0.00	26,358.41
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
	5	4	0.00	26,358.41

Check Report

Date Range: 05/01/2022 - 05/31/2022

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	05/05/2022	EFT	0.00	96,724.50	82
1644	PRM - Health Insurance	05/13/2022	EFT	0.00	53,885.15	83
1770	PRM - Life, LTD & STD	05/13/2022	EFT	0.00	3,773.11	84
1645	PRM - Vision & Dental	05/13/2022	EFT	0.00	2,004.79	85
City Of Okeechobee P	City Of Okeechobee Payroll Account	05/20/2022	EFT	0.00	105,258.55	86
2032	The Standard	05/20/2022	EFT	0.00	-1,000.00	87
2032	The Standard	05/20/2022	EFT	0.00	1,000.00	87
596	State of Florida Disbursement Unit	05/05/2022	Regular	0.00	230.44	44578
1934	Verizon Wireless	05/05/2022	Regular	0.00	447.82	44579
BOA- 2709 fka 0257 a	Bank of America - 2709 fka 0257 Admin	05/12/2022	Regular	0.00	716.32	44580
BOA- 7178 fka 6737 P	Bank of America - 7178 fka 6737 PD#2	05/12/2022	Regular	0.00	2,063.07	44581
BOA- 9852 fka 8540	Bank of America - 9852 fka 8540	05/12/2022	Regular	0.00	144.00	44582
BOA- 9928 fka 2303 P	Bank of America - 9928 fka 2303 PW	05/12/2022	Regular	0.00	1,025.94	44583
BOA- 3373 fka 2149 P	Bank of America 3373 fka 2149 PD#1	05/12/2022	Regular	0.00	549.92	44584
AdvanceAuto	Advance Auto Parts	05/13/2022	Regular	0.00	272.26	44585
American Drilling Se	American Drilling Services, Inc.	05/13/2022	Regular	0.00	28.00	44586
Apex Pest Control, I	Apex Pest Control, Inc.	05/13/2022	Regular	0.00	60.00	44587
Aurelio Almazan	Aurelio Almazan	05/13/2022	Regular	0.00	11.00	44588
Bureau of Elevator S	Bureau of Elevator Safety	05/13/2022	Regular	0.00	75.00	44589
C&C Industrial Enter	C&C Industrial Enterprise. LLC	05/13/2022	Regular	0.00	27.70	44590
Carr, Riggs & Ingram	Carr, Riggs & Ingram, LLC	05/13/2022	Regular	0.00	2,800.00	44591
CAS Governmental Ser	CAS Governmental Services, LLC	05/13/2022	Regular	0.00	500.00	44592
CenturyLink-LD	CenturyLink	05/13/2022	Regular	0.00	16.53	44593
Chad Troutman	Chad Troutman	05/13/2022	Regular	0.00	11.00	44594
621	City Of Okeechobee - Petty Cash	05/13/2022	Regular	0.00	20.00	44595
CraigSmith	Craig A Smith	05/13/2022	Regular	0.00	242.50	44596
Diamond R Fertilizer	Diamond R Fertilizer Co., Inc.	05/13/2022	Regular	0.00	423.00	44597
Echols Plumbing & Ai	Echols Plumbing & Air Conditioning, LLC	05/13/2022	Regular	0.00	745.00	44598
Ericka Smith	Ericka Smith	05/13/2022	Regular	0.00	109.92	44599
CIT Technology Finan	First-Citizens Bank & Trust Co	05/13/2022	Regular	0.00	289.42	44600
Fitness Factory	Fitness Factory	05/13/2022	Regular	0.00	260.00	44601
FPU	Florida Public Utilities	05/13/2022	Regular	0.00	81.41	44602
1945	Higgins Garage Doors Inc.	05/13/2022	Regular	0.00	2,815.00	44603
89	ICS Computers Inc.	05/13/2022	Regular	0.00	2,080.00	44604
90	IMS	05/13/2022	Regular	0.00	279.78	44605
1343	India Riedel	05/13/2022	Regular	0.00	190.46	44606
1843	Kelley Margerum	05/13/2022	Regular	0.00	381.30	44607
594	KYOCERA Document Solutions Southeast	05/13/2022	Regular	0.00	77.41	44608
431	LaRue Planning & Mngmnt Services, Inc.	05/13/2022	Regular	0.00	3,500.00	44609
2253	MacVicar Consulting, Inc.	05/13/2022	Regular	0.00	250.00	44610
2212	Nason Yeager Gerson Harris & Fumero P.A.	05/13/2022	Regular	0.00	11,340.75	44611
2057	Okeechobee Army Surplus	05/13/2022	Regular	0.00	628.20	44612
222	Okeechobee News c/o Independent Newspape	05/13/2022	Regular	0.00	562.70	44613
OUA	Okeechobee Utility Authority	05/13/2022	Regular	0.00	310.72	44614
2043	O'Reilly Auto Parts	05/13/2022	Regular	0.00	60.78	44615
131	Performance NAPA	05/13/2022	Regular	0.00	99.36	44616
RMPK	RMPK Funding Inc.	05/13/2022	Regular	0.00	1,500.00	44617
2180	Savanna Smith	05/13/2022	Regular	0.00	400.00	44618
2110	Security 101	05/13/2022	Regular	0.00	180.00	44619
1827	Soler Automotive	05/13/2022	Regular	0.00	100.00	44620
350	Superior Water Works, Inc.	05/13/2022	Regular	0.00	27.50	44621
1550	Taylor Rental - Okeechobee	05/13/2022	Regular	0.00	140.62	44622
1906	Thread Works Embroidery, LLC	05/13/2022	Regular	0.00	265.00	44623
1516	Total Roadside Services, Inc.	05/13/2022	Regular	0.00	55.00	44624
1861	TransUnion Risk & Alternative Data	05/13/2022	Regular	0.00	75.00	44625
TCMA	Treasure Coast Medical Associates	05/13/2022	Regular	0.00	2,709.00	44626
W&W	W&W Lumber Company of Okeechobee	05/13/2022	Regular	0.00	241.86	44627
538	Waste Management Inc. of Florida	05/13/2022	Regular	0.00	32,891.04	44628
WEX	WEX Bank	05/13/2022	Regular	0.00	6,464.84	44629
1658	William J. Ward Electrical Contractors,	05/13/2022	Regular	0.00	1,302.00	44630

Check Report

Date Range: 05/01/2022 - 05/31/2022

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Gail Neu	Gail Neu	05/20/2022	Regular	0.00	78.47	44631
1491	Home Depot Credit Services	05/20/2022	Regular	0.00	503.10	44632
596	State of Florida Disbursement Unit	05/20/2022	Regular	0.00	230.44	44633
1934	Verizon Wireless	05/20/2022	Regular	0.00	72.14	44634
CIT Technology Finan	First-Citizens Bank & Trust Co	05/20/2022	Regular	0.00	227.58	44635
2032	The Standard	05/20/2022	Regular	0.00	1,000.00	44636
AdvanceAuto	Advance Auto Parts	05/31/2022	Regular	0.00	211.68	44637
AFLAC	American Family Life Assurance Co.	05/31/2022	Regular	0.00	435.56	44638
America's Office Sou	America's Office Source	05/31/2022	Regular	0.00	364.04	44639
2207	Arrigo Dodge	05/31/2022	Regular	0.00	994.71	44640
BOA- 7178 fka 6737 P	Bank of America - 7178 fka 6737 PD#2	05/31/2022	Regular	0.00	717.35	44641
BOA- 9852 fka 8540	Bank of America - 9852 fka 8540	05/31/2022	Regular	0.00	618.49	44642
BOA- 9928 fka 2303 P	Bank of America - 9928 fka 2303 PW	05/31/2022	Regular	0.00	1,074.09	44643
BOA- 3373 fka 2149 P	Bank of America 3373 fka 2149 PD#1	05/31/2022	Regular	0.00	389.94	44644
Business Information	Business Information Systems, Inc.	05/31/2022	Regular	0.00	3,059.27	44645
CenturyLink-Fiber	Century Link	05/31/2022	Regular	0.00	1,826.54	44646
CenturyLink-Local	CenturyLink	05/31/2022	Regular	0.00	2,182.79	44647
City Electric Suppl	City Electric Supply Co.	05/31/2022	Regular	0.00	199.99	44648
Comcast	Comcast	05/31/2022	Regular	0.00	191.30	44649
Custom Graphics & Si	Custom Graphics & Signs, Inc.	05/31/2022	Regular	0.00	75.00	44650
David McAuley	David McAuley	05/31/2022	Regular	0.00	70.00	44651
Dawn Hoover	Dawn Hoover	05/31/2022	Regular	0.00	100.00	44652
Douglas McCoy	Douglas McCoy	05/31/2022	Regular	0.00	70.00	44653
East Coast Signs & S	East Coast Signs & Shirts	05/31/2022	Regular	0.00	20.00	44654
Everglades Farm Equi	Everglades Farm Equip. Co., Inc.	05/31/2022	Regular	0.00	23.88	44655
Federal Eastern Inte	Federal Eastern International, Inc.	05/31/2022	Regular	0.00	880.36	44656
Fire & Life Safety A	Fire & Life Safety America, Inc.	05/31/2022	Regular	0.00	184.50	44657
CIT Technology Finan	First-Citizens Bank & Trust Co	05/31/2022	Regular	0.00	228.10	44658
Florida Bullet, Inc.	Florida Bullet, Inc.	05/31/2022	Regular	0.00	184.90	44659
FPL	Florida Power & Light Company	05/31/2022	Regular	0.00	726.32	44660
FPL	Florida Power & Light Company	05/31/2022	Regular	0.00	2,794.69	44661
1824	Harris Corporation	05/31/2022	Regular	0.00	738.00	44662
1892	Highland Pest Control	05/31/2022	Regular	0.00	55.00	44663
89	ICS Computers Inc.	05/31/2022	Regular	0.00	28.90	44664
2174	James Shaw	05/31/2022	Regular	0.00	70.00	44665
1866	JC Newell Const. Inspect. Services, Inc.	05/31/2022	Regular	0.00	5,250.00	44666
1532	Karyne Brass	05/31/2022	Regular	0.00	70.00	44667
594	KYOCERA Document Solutions Southeast	05/31/2022	Regular	0.00	1,256.92	44668
1742	Landscape Products, Inc.	05/31/2022	Regular	0.00	596.80	44669
113	Lawmen's & Shooters' Supply, Inc.	05/31/2022	Regular	0.00	3,824.22	44670
1071	LegalShield	05/31/2022	Regular	0.00	14.95	44671
117	Liberty National Life Ins. Co.	05/31/2022	Regular	0.00	179.28	44672
1962	LiftOff, LLC	05/31/2022	Regular	0.00	120.00	44673
1895	Mac L Jonassaint	05/31/2022	Regular	0.00	70.00	44674
2162	Miller's Central Air, Inc.	05/31/2022	Regular	0.00	469.00	44675
Morbark	Morbark	05/31/2022	Regular	0.00	1,122.74	44676
2212	Nason Yeager Gerson Harris & Fumero P.A.	05/31/2022	Regular	0.00	9,400.00	44677
2055	Northlake Veterinary Hospital	05/31/2022	Regular	0.00	24.15	44678
2057	Okeechobee Army Surplus	05/31/2022	Regular	0.00	242.70	44679
BOCC	Okeechobee County - BOCC	05/31/2022	Regular	0.00	150.00	44680
OUA	Okeechobee Utility Authority	05/31/2022	Regular	0.00	1,383.32	44681
2043	O'Reilly Auto Parts	05/31/2022	Regular	0.00	65.97	44682
1564	Philip Baughman	05/31/2022	Regular	0.00	35.00	44683
2102	Rabon's Country Feed	05/31/2022	Regular	0.00	58.56	44684
2165	Richard Chartier	05/31/2022	Regular	0.00	35.00	44685
1574	Salem Trust Company	05/31/2022	Regular	0.00	20,526.08	44686
554	Scott's Quality Cleaning	05/31/2022	Regular	0.00	1,721.66	44687
2183	Select Shred	05/31/2022	Regular	0.00	30.00	44688
2230	Smith Equipment Repair	05/31/2022	Regular	0.00	107.10	44689
1827	Soler Automotive	05/31/2022	Regular	0.00	499.00	44690
1688	Sprint	05/31/2022	Regular	0.00	117.47	44691

Check Report

Date Range: 05/01/2022 - 05/31/2022

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
1908	Supplyline	05/31/2022	Regular	0.00	32.50	44692
1550	Taylor Rental - Okeechobee	05/31/2022	Regular	0.00	377.44	44693
1813	Thompson Reuters	05/31/2022	Regular	0.00	95.76	44694
1906	Thread Works Embroidery, LLC	05/31/2022	Regular	0.00	162.00	44695
1460	Tire Zone of Okeechobee, Inc.	05/31/2022	Regular	0.00	6,169.58	44696
TCMA	Treasure Coast Medical Associates	05/31/2022	Regular	0.00	220.50	44697
1939	United Way	05/31/2022	Regular	0.00	36.00	44698
810	Vantage Transfer Agents - 457	05/31/2022	Regular	0.00	2,620.00	44699
810	Vantage Transfer Agents - 457	05/31/2022	Regular	0.00	529.38	44700
W&W	W&W Lumber Company of Okeechobee	05/31/2022	Regular	0.00	157.76	44701
743	Walmart/Capital One	05/31/2022	Regular	0.00	183.82	44702

Bank Code GenFund Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	181	125	0.00	158,660.36
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	7	7	0.00	261,646.10
	188	132	0.00	420,306.46

Check Report

Date Range: 05/01/2022 - 05/31/2022

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: PubFac Fund-Public Facility Fund-Truist Checking						
Custom Products Corp	Custom Products Corporation	05/13/2022	Regular	0.00	7,499.84	3490
Diamond R Fertilizer	Diamond R Fertilizer Co., Inc.	05/13/2022	Regular	0.00	289.51	3491
1670	Sherwin-Williams Co.	05/13/2022	Regular	0.00	713.16	3492
1173	Walpole Feed & Supply	05/13/2022	Regular	0.00	770.48	3493
FPL	Florida Power & Light Company	05/20/2022	Regular	0.00	5,288.55	3494
1491	Home Depot Credit Services	05/20/2022	Regular	0.00	210.05	3495
BOA- 9928 fka 2303 P	Bank of America - 9928 fka 2303 PW	05/31/2022	Regular	0.00	926.57	3496
Econo Signs, LLC	Econo Signs, LLC	05/31/2022	Regular	0.00	972.60	3497
1670	Sherwin-Williams Co.	05/31/2022	Regular	0.00	169.80	3498
1550	Taylor Rental - Okeechobee	05/31/2022	Regular	0.00	669.99	3499
2094	USA Services of Florida, Inc.	05/31/2022	Regular	0.00	2,266.00	3500
585	Vest Concrete, Inc.	05/31/2022	Regular	0.00	5,423.00	3501
W&W	W&W Lumber Company of Okeechobee	05/31/2022	Regular	0.00	26.99	3502

Bank Code PubFac Fund Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	14	13	0.00	25,226.54
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
	14	13	0.00	25,226.54

All Bank Codes Check Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	200	142	0.00	210,245.31
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	7	7	0.00	261,646.10
	207	149	0.00	471,891.41

Fund Summary

Fund	Name	Period	Amount
001	GENERAL FUND	5/2022	420,306.46
301	PUBLIC FACILITY FUND	5/2022	25,226.54
304	CAPITAL PROJECTS FUND	5/2022	26,358.41
			471,891.41



City of Okeechobee

Review and approve expenditures received from Okeechobee Main Street's General Contractor for the Cattlemen's Square Project

	Vendor	Invoice #	Invoice Amount
Speciality concrete Header Curbs	Vest Concrete Contractors, Inc.	3226	\$ 18,492.50
Well,Submersible pump/bladder, Irrigation System, (see attached)	American Drilling Serices, Inc.	80266	\$ 30,000.00
			\$ 48,492.50

Vest Concrete Contractors, Inc.

1366 S. W. 18th Terrace
Okeechobee, Fl. 34974
(863) 763-3720

Invoice

DATE	INVOICE NO.
5/19/2022	3226

BILL TO
City of Okeechobee, Fl. Cattleman Square

P.O. NO.	TERMS	DUE DATE	PROJECT
		5/19/2022	Cattleman's Park

DESCRIPTION	QTY	RATE	AMOUNT
Specialty Concrete Header Curbs	1	18,492.50	18,492.50

Total	\$18,492.50
	\$0.00
	\$18,492.50

AMERICAN DRILLING SERVICES, INC.
 405 S.W. 2ND STREET
 OKEECHOBEE, FL. 34974
 (863) 763-3221

DATE	INVOICE #
6/1/2022	80266

BILL TO:
CITY OF OKEECHOBEE PUBLIC WORKS 55 SE 3RD AVE. OKEECHOBEE, FL 34974

DESCRIPTION	QUANTITY	DUE DATE	TERMS
		6/1/2022	DUE UPON RECEIPT
DESCRIPTION	QUANTITY	RATE	AMOUNT
CATLEMENS PARK * WE ARE REQUESTING A DESIGN CHANGE FOR THE SPRINKLER SYSTEM. THE CURRENT DESIGN WILL SPRAY WATER TOWARD THE SCULPTURE AND THE SPRINKLERS NEED TO BE POSITIONED TO WATER AWAY FROM THE SCULPTURE. WE ARE ALSO ASKING FOR MULTIPLE WIRES TO BE RAN TO THE BUTTERFLY PARK, LEAVE THEM IN A VALVE BOX AND NOT INSTALL A SINGLE SOLENOID VALVE. MULTIPLE SOLENOID VALVES WILL NEED TO BE INSTALLED AT THE BUTTERFLY GARDEN LATER.			
IRRIGATION WELL: TO BE DONATED (\$9,500.00 VALUE) **THE WATER USE PERMIT WILL NEED TO BE MODIFIED BEFORE WE CAN OBTAIN A WELL CONSTRUCTION PERMIT - THIS IS NOT INCLUDED IN THIS QUOTE** WELL CONSTRUCTION PERMIT DRILL A 4" PVC WELL APPROXIMATELY 160' DEEP INSTALL A NEW 5HP SUBMERSIBLE PUMP WITH ALL NECESSARY COMPONENTS AND A 120-GALLON EQUIVALENT BLADDER TANK WITH A TANK TEE, PRESSURE SWITCH AND PRESSURE GAUGE PRE-CAST CONCRETE PAD FOR THE BLADDER TANK		0.00	0.00
IRRIGATION SYSTEM: INSTALL APPROXIMATELY (51) 6" POP-UP SPRINKLERS INSTALL APPROXIMATELY (97) 12" POP UP SPRINKLERS INSTALL APPROXIMATELY (20) BUBBLERS INSTALL APPROXIMATELY (50) MP ROTATING NOZZLES IN A 6" POP UP SPRINKLERS INSTALL APPROXIMATELY (9) 1.5" SOLENOID VALVES AND BOX INSTALL (2) 1" SOLENOID VALVES		30,000.00	30,000.00
1.5% PER MONTH + COLLECTION FEES WILL BE CHARGED ON ALL PAST DUE ACCOUNTS.		Total	

Customer Total Balance

AMERICAN DRILLING SERVICES, INC.
 405 S.W. 2ND STREET
 OKEECHOBEE, FL. 34974
 (863) 763-3221

DATE	INVOICE #
6/1/2022	80266

BILL TO:
CITY OF OKEECHOBEE PUBLIC WORKS 55 SE 3RD AVE. OKEECHOBEE, FL 34974

DUE DATE	TERMS
6/1/2022	DUE UPON RECEIPT

DESCRIPTION	QUANTITY	RATE	AMOUNT
INSTALL 842' OF 2" MAINLINE INSTALL 842' OF CONTROL WIRE			
1.5% PER MONTH + COLLECTION FEES WILL BE CHARGED ON ALL PAST DUE ACCOUNTS.		Total	\$30,000.00

Customer Total Balance \$30,259.51



CITY OF OKEECHOBEE
55 SE THIRD AVENUE
OKEECHOBEE, FL 34974

Phone: (863)763-3372

www.cityofokeechobee.com

Office of the City Administrator

Direct Line: 863-763-9812

Okeechobee City Council
Mayor Dowling R. Watford, Jr.
Noel Chandler
Monica Clark
Bob Jarriel
Bobby Keefe

Memorandum

Date: June 21, 2022

To: Mayor Watford and City Council Members

From: City Administrator Gary Ritter

RE: Chamber of Commerce Water Bills

Due to issues with our irrigation well at City Hall Park, since July of 2021 the City has had to use OUA water from time to time to water the landscaping at the Chamber of Commerce. As a result of this watering, there have been several months dating back to July of 2021 where the Chamber water bill has been in excess of their average monthly water bill using their volumetric rate averages only, which is around \$26.88. The Chamber is requesting the City to pay the difference from May-June 2021, June-July 2021, and May-June of 2022. The following provides a summary of total billing and the \$945.77 payment the Chamber is requesting.

1. May-June 2021 – \$220.95 - \$26.88 = \$194.07
2. June-July 2021 – \$621.60 - \$26.88 = \$594.72
3. May-June 2022 – \$183.86 - \$26.88 = \$156.98
4. Total City \$945.77



OKEECHOBEE POLICE DEPARTMENT
50 SE 2ND AVE
OKEECHOBEE FL 34974
863-763-2626

TO: Okeechobee City Council

Reference: Grant FIBRS 2021-FBSFA-F2-043

We are seeking approval to accept Grant FIBRS 2021-FBSFA-F2-043 in the amount of \$36,675.00 from the State of Florida Criminal Justice Information Services of FDLE. This grant is reimbursable for expenditures to purchase 6 laptop computers for Patrol Cars(to update out of date hardware to make it compatible with State requirements) and to activate an software interface between Spillman/Motorola Solutions and TRACS software (TRACS has to be able to upload data into current CAD system) . The need for this is the new reporting requirements of criminal history data to the State of Florida. There are no contingencies attached to the grant.

The original grant request could not be funded as we were past the deadline so we resubmitted and were approved for the lower amount.

The original grant and updated grant are both attached.

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

Chief Donald Hagan

ADJUSTMENT #1 TO GRANT NUMBER 2021-FBSFA-F2-043

WHEREAS the Florida Department of Law Enforcement, hereafter referred to as "FDLE," and the Okeechobee Police Department, hereafter referred to as "Recipient," entered into Grant 2021-FBSFA-F2-043, dated March 30, 2022; and

WHEREAS the Parties to Grant 2021-FBSFA-F2-043 agree that all provisions of that Grant and all Adjustments should remain in full force and effect except those amended hereby;

NOW, THEREFORE, in consideration of the mutual recognition of the Parties that the adjustments herein proposed will promote the efficient and effective performance of the contractual requirements, the above-referenced Grant is amended as follows:

1. **Grant Period** is amended to extend the end date of this grant to June 30, 2023, contingent upon appropriation by the Legislature, reflected on Page 1 of the attached document.
2. **Scope of Work** is amended to incorporate the details of the grant application, reflected on Page 1 of the attached document.
3. **Project Deliverables** is amended to provide additional detail from the grant application and budget workbook, reflected on Page 2 of the attached document.
4. **Appendix B: Budget** is amended to clarify costs are approximate, and to reallocate contractual services funding to overtime costs, reflected on Page 6 of the attached document.

**State of Florida
Criminal Justice Information Services
Florida Department of Law Enforcement
2331 Phillips Road
Tallahassee, Florida 32308**

GRANT ADJUSTMENT NUMBER 1

Recipient: Okeechobee Police Department

Grant Period: From: 7/1/2021 To: 6/30/2023

Project Title: FY 21/22 FIBRS IMPLEMENTATION ASSISTANCE PROGRAM: SUPPORT FOR LOCAL LAW ENFORCEMENT AGENCIES

Grant Number: 2021-FBSFA-F2-043

Awarded Funds: \$36,675.00

CSFA Catalog Number: 71.043

This agreement is entered into by and between the Florida Department of Law Enforcement (FDLE) and Recipient shown above, and

WHEREAS the Department pursuant to Fiscal Years 2019-2020, 2020-2021, and 2021-2022 General Appropriations Act 2500 has authority to distribute approximately 6 million dollars supporting local agencies' efforts in transitioning to incident-based crime data reporting. FDLE's Florida Incident-Based Reporting System (FIBRS) repository will receive and process the data submitted by local agencies and report it to the Federal Bureau of Investigation and

WHEREAS the Recipient represents that it is fully qualified, possesses the requisite skills, knowledge, qualifications and experience to carry out the state project identified herein, and does offer to perform such services, and

Failure to comply with provisions of this agreement, or failure to meet minimum performance specified in the agreement will result in required corrective action up to and including project costs being disallowed, withholding of funds and/or termination of the project, as specified within the terms of the agreement and 215.97 F.S.

Scope of Work

The Recipient will use grant funding to transition to the technological requirements of the FIBRS Project. Funds will be used to contract with a vendor to facilitate the importation and conversion of data from the existing system to the new system to allow FIBRS data to be accurately submitted. Funds will also be used to purchase equipment to upgrade to the necessary memory requirements to implement the FIBRS software addition. Once funds are available, the Recipient will obtain authorization to purchase, which will take approximately two months. Software implementation should occur within one week of purchase, whereupon the Recipient will test transactions with FDLE.

Project Deliverables

Funds provided under this award shall be used for the purposes and types of expenses set forth in the FIBRS Implementation Funding Opportunity (i.e. the program announcement), alongside state and local

requirements, and pursuant to the approved application, budget, etc., submitted by the Recipient and FDLE, and any related amendments.

Total payments for all deliverables will not exceed the maximum grant award amount of \$36,675.00. The Recipient may invoice the Department for reimbursement under the grant on a monthly basis. The maximum allowable reimbursable amount shall \$36,675.00. Reimbursements to the Recipient will be limited to actual, allowable expenses documented and submitted to the Department. All invoices, receiving documentation, purchase orders, 3rd party agreements, any scopes of work, etc. and copies of checks must be submitted to the Department by the Recipient with related reimbursement requests. The Recipient shall make supporting documentation available upon request, to comply with state grant documentation requirements and/or audits. Minimum performance for contracted providers and deliverables is to be documented in the contractual agreement between the Recipient and the provider and overseen by Department staff.

Florida requires the use of the Florida Single Audit Act Checklist for Nonstate Organizations form (DFS-A2-NS) for recipients and subrecipients. Agencies with amounts authorized in the Contractual Services Budget Category must complete this form. A copy is attached as Exhibit 1.

Deliverable 1 – Equipment	Recipient will use grant funds to purchase equipment necessary to complete and support the incident-based reporting transition.
Minimum Performance Criteria:	Performance will be the procurement and receipt of goods/services purchased.
Financial Consequences:	This is a cost reimbursement deliverable. Failure to provide proper supporting documentation for equipment & supplies could result in project costs being disallowed, withholding of funds, and/or termination of the project.
Deliverable Price:	Total payments for this deliverable will be approximately \$19,925.00
Deliverable 2 – Contractual Services	Recipient will use grant funds to contract with a vendor implement the software needed to transition to incident-based reporting.
Minimum Performance Criteria:	Completion of or progress with at least one activity described in the Scope of Work. Documentation includes an attestation of activities or services rendered on the expenditure report.
Financial Consequences:	This is a cost reimbursement deliverable. Failure to provide proper supporting documentation for services rendered could result in project costs being disallowed, withholding of funds, and/or termination of the project.
Deliverable Price:	Total payments for this deliverable will be approximately \$16,750.00

Performance Reports

Recipient shall provide monthly Performance Reports to the Department attesting to the progress towards deliverables and to validate the required minimum acceptable level of service performed. Performance Reports are due fifteen (15) days after the end of each reporting period. (Example: If the reporting period is July 1-31, the Performance Report is due August 15th.) A Performance Report template is attached as Exhibit 2.

Recipient will respond to the questions listed below in the monthly Performance Reports. Information provided by the Recipient will be used by the Department for processing payments, verifying deliverables, and to compile reports on project progress to the Legislature and Executive Office of the Governor.

Performance Reports must address and/or contain the following:

1. Provide a narrative describing the activities and accomplishments achieved during the reporting period.
2. Provide a summary report of activities completed and status addressing the deliverables in the scope of work.
3. Describe any progress or barriers encountered related to achieving those goals during the reporting period and how these obstacles will impact the successful completion of the project.

Supporting documentation for performance must be maintained by Recipient and made available upon request for monitoring purposes. Examples of supporting documentation include, but are not limited to, invoices, performance reports and status reports.

Payments to the Recipient (including payments under future awards) may be withheld, or other related requirements may be imposed, if required information and reports are not submitted within the specified time periods.

Payment Requirements & Financial Claim Reports

The State of Florida's performance and obligation to pay under this agreement is contingent upon an appropriation by the Legislature.

This is a cost reimbursement agreement. The Recipient must maintain original supporting documentation for all funds expended and received under this agreement in sufficient detail for proper pre- and post-audit(s) and to verify work performed was in accordance with the deliverable(s) and not eligible for payment under another state or federal funding source. Payment shall be contingent upon the Department's grant manager receiving and accepting the invoice and supporting documentation. Supporting documentation includes, but is not limited to, quotes, procurement documents, purchase orders, original receipts, invoices, canceled checks or EFT records, bank statements, etc.

Claim Reports shall validate the receipt of goods and services and verify the Recipient's compliance with 69I-40.002, F.A.C. All expenditures for state financial assistance must comply with the Reference Guide for State Expenditures published by the Florida Department of Financial Services. The Department will administer and disburse funds under this agreement in accordance with ss. 215.97, 215.971, 215.981 and 215.985, F.S.

The Department will reimburse the Recipient for allowable expenditures incurred during the eligible reporting period according to the terms and conditions, subject to the availability of funds and satisfactory performance of all terms by the Recipient.

Recipient shall provide monthly Claim Reports to the Department due thirty (30) days after the end of each reporting period. A Claim Report template is attached as Exhibit 3. All Claim Reports must be approved and signed by the Recipient's chief financial official and include a certification that costs claimed are true and valid costs incurred in accordance with the agreement.

The State Chief Financial Officer (CFO) reserves the right to require further documentation on an as needed basis.

Using the forms provided in conjunction with this agreement, Claim Reports must clearly identify the dates of services, a description of the specific contract deliverables provided during the reporting period, the quantity provided, and the payment amount specified in the agreement. Deliverables must be received and accepted prior to payment and are subject to subsequent audit and review to the satisfaction of the Department. The Department's determination of acceptable expenditures shall be conclusive.

The final claim for payment shall be submitted to the Department no more than thirty (30) days after the end date of the grant. Any payment due under the terms of this agreement may be withheld until

performance of services and all reports due from the Recipient and necessary adjustments have been approved by the Department. Before the final payment will be processed, the Recipient shall submit to the Department all outstanding project reports and must have satisfied all special conditions. Failure to comply with these provisions shall result in forfeiture of reimbursement.

Appendix A: Administration

Changes to the following points of contact and chief officials below must be submitted to the FDLE grant manager within the CJIS Director's Office in writing at CJISFunding@fdle.state.fl.us.

Chief Official	
Name	Donald Hagan
Title	Chief of Police
Address	50 SE 2nd Avenue Okeechobee, FL 34974
Phone	863-763-9782
Email	dhagan@cityofokeechobee.com

Programmatic Contact	
Name	Bettye Taylor
Title	Detective Sergeant
Address	50 SE 2nd Avenue Okeechobee, FL 34974
Phone	863-763-9783
Email	btaylor@cityofokeechobee.com

Contract/Grant Manager	
Name	Bettye Taylor
Title	Lieutenant
Address	50 SE 2nd Avenue Okeechobee, FL 34974
Phone	863-763-2626 ext. 9783
Email	btaylor@cityofokeechobee.com

Chief Financial Officer	
Name	India Riedel
Title	Finance Director
Address	55 SE 3rd Avenue Okeechobee, FL 34974
Phone	863-763-9818
Email	iriedel@cityofokeechobee.com

Official Payee	
Agency	City of Okeechobee
Address	55 SE 3rd Avenue Okeechobee, FL 34974
Phone	863-763-3372
Email	gritter@cityofokeechobee.com
FEID#	59-6000393

Appendix B: Budget

The following describes the proposed budget for the project. All amounts noted in the below budget are estimates based on preliminary quotes or prior program activities. Deviations from this budget that exceed 10% of the total amount in any budget category must be approved by FDLE CJIS Director's Office in writing prior to payment. Requests for amendments must be submitted to the FDLE grant manager within the CJIS Director's Office in writing at CJISFunding@fdle.state.fl.us.

Budget Category	Total
A. Overtime	\$0.00
B. Travel	\$0.00
C. Equipment (OCO)	\$19,925.00
D. Expenses (Supplies)	\$0.00
E. Contractual Services & Subcontracts	\$16,750.00
F. Other Costs	\$0.00
TOTAL	\$36,675.00

Budget Narrative:

A. Personnel (Overtime)

B. Travel

C. Equipment (Operating/Fixed Capital Outlay)

Recipient will use grant funds to purchase equipment needed to submit compliant FIBRS data.

- Approximately 6 laptops for a total of \$19,925.00.

D. Expenses (Supplies)

E. Contractual Services & Subcontracts

Recipient will use grant funds to contract with a vendor to facilitate the importation and conversion of data from the existing system to the new system to allow FIBRS data to be accurately submitted for an approximate total of \$16,750.00.

F. Other Costs

Appendix C: Standard Conditions

The following terms and conditions will be binding upon approval of the grant award and completion of the Certificate of Acceptance by the Recipient. The Recipient will maintain required registrations and certifications for eligibility under this program.

The Department and the Recipient agree that they do not contemplate the development, transfer or receipt of intellectual property as a part of this agreement.

The Recipient certifies with respect to this agreement that it possesses the legal authority to receive the funds to be provided under this agreement and that, if applicable, its governing body has authorized, by resolution or otherwise, the execution and acceptance of this agreement with all covenants and assurances contained herein. The Recipient also certifies that the undersigned possesses the authority to legally execute and bind Recipient to the terms of this agreement.

If a project is not operational within thirty (30) days of the original start date of the award period, the Recipient must report by letter to the Department the steps taken to initiate the project, the reasons for delay, and the expected start date. If a project is not operational within sixty (60) days of the original start date of the award period, the Recipient must submit a second statement to the Department explaining the implementation delay.

Upon receipt of the ninety (90) day letter, the Department shall determine if the reason for delay is justified or shall, at its discretion, require additional project documentation and justifications throughout the award period. The Department will also require the Recipient provide a revised project timeline that includes all anticipated project activities, tasks, and estimated completion date(s).

I. PAYMENTS

Overpayments

Any funds paid in excess of the amount to which the Recipient is entitled under the terms and conditions of the agreement must be refunded to the Department.

Any balance of unobligated cash that have been advanced or paid that is not authorized to be retained for direct program costs in a subsequent period must be refunded to the state.

II. PROJECT AND GRANT MANAGEMENT

Personnel Changes

In the event there is a change in Chief Officials or Project Director for the Recipient or any contact information to include mailing address, phone number, email or title change, the Recipient must notify the FDLE grant manager.

Obligation of Grant Funds

Grant funds shall not under any circumstances be obligated prior to the effective date, or subsequent to the termination date, of the period of performance. Only project costs incurred on or after the effective date, and on or prior to the termination date of the Recipient's project are eligible for reimbursement. All payments must be completed within thirty (30) days of the end of the grant period of performance.

Financial Management

The Recipient must have a financial management system in place that is able to record and report on the receipt, obligation, and expenditure of grant funds. An adequate accounting system must be able to separately track receipts, expenditures, assets, and liabilities for awards, programs, and subrecipients.

The Recipient shall maintain books, records, and documents (including electronic storage media) in accordance with generally accepted accounting procedures and practices.

Recipient must have written procedures for procurement transactions.

Travel

Cost for travel shall be reimbursed at the Recipient's travel rate, but the total per travel voucher shall not exceed rates established in State of Florida Travel Guidelines, s. 112.061, F.S.

Subcontracts

Recipient agrees that all employees, subcontractors, or agents performing work under the agreement shall be properly trained

individuals who meet or exceed any specified training qualifications.

Recipient agrees to be responsible for all work performance and all expenses incurred in fulfilling the obligations of this agreement, and will not assign the responsibility for this agreement to another party. If the Recipient subcontracts any or all of the work required under this agreement, a copy of the executed subcontract must be forwarded to the Department within thirty (30) days after execution of the subcontract. The Recipient agrees to include in the subcontract that (i) the subcontractor is bound by all applicable state and federal laws and regulations, and (ii) the subcontractor shall hold the Department and Recipient harmless against all claims of whatever nature arising out of the subcontractor's performance of work under this agreement, to the extent allowed and required by law.

Grant Adjustments

Recipients must submit a grant adjustment to the FDLE grant manager for major substantive changes such as: scope modifications or changes to project activities, target populations, service providers, implementation schedules, project director, designs or research plans set forth in the approved agreement, and for any budget changes that affect a cost category that was not included in the original budget.

Recipients may transfer up to 10% of the total budget between current, approved budget categories without prior approval, as long as the funds are transferred to an existing line item. Adjustments are required when there will be a transfer of 10% or more of the total budget between budget categories.

Under no circumstances can transfers of funds increase the total award.

Requests for changes to the grant agreement must be signed by the Recipient or implementing agency's chief official or the chief official's designee.

All requests for changes must be submitted no later than thirty (30) days prior to grant expiration date.

III. MANDATORY DISCLOSURES

Conflict of Interest

The Recipient will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.

Recipients must disclose in writing any potential conflict of interest to the Department.

Violations of Criminal Law

The Recipient must disclose all violations of state or federal criminal law involving fraud, bribery or gratuity violations potentially affecting the grant award.

Convicted Vendors

The Recipient shall disclose to the Department if it, or any of its affiliates, as defined in s. 287.133(1)(a) F.S., is on the convicted vendor list. A person or affiliate placed on the convicted vendor list following a conviction for a public entity crime is prohibited from doing any activities listed in the agreement for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

Vendors on Scrutinized Companies Lists

If this agreement is in the amount of \$1 million or more, Recipient certifies upon executing this agreement, that it is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473, F.S., or engaged in business operations in Cuba or Syria. In the event that federal law ceases to authorize the states to adopt and enforce the contracting prohibition identified herein, this provision shall be null and void.

Discriminatory Vendors

The Recipient shall disclose to the Department if it or any of its affiliates, as defined by s. 287.134(1)(a), F.S. appears on the discriminatory vendors list. An entity or affiliate placed on the discriminatory vendor list pursuant to s. 287.134, F.S. may not a) submit a bid, proposal, or reply on a contract or agreement to provide any goods or services to a public entity; b) submit a bid, proposal, or reply on a contract or agreement with a public entity for the construction or repair of a public building or public work; c) submit bids, proposals, or replies on leases of real property to a public entity; d) be awarded or perform work as

a contractor, subcontractor, Recipient, supplier, subrecipient, or consultant under a contract or agreement with any public entity; or e) transact business with any public entity.

Reporting Potential Fraud, Waste, Abuse, and Similar Misconduct

The Recipient must promptly refer to the Department of Law Enforcement, Criminal Justice Information Services any credible evidence that a principal, employee, agent, contractor, subcontractor, or other person has either 1) submitted a claim for grant funds that violates the False Claims Act; or 2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving grant funds.

Restrictions and certifications regarding non-disclosure agreements and related matters

Recipients or contracts/subcontracts under this award may not require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits, restricts or purports to prohibit or restrict, the reporting of waste, fraud or abuse in accordance with law, to an investigative or law enforcement representative of a state or federal department or agency authorized to receive such information.

The Recipient certifies that if it is informed or notified of any subrecipient, or contractor/subcontractor has been requiring their employees to execute agreements or statements that prohibit the reporting of fraud, waste, or abuse that it will immediately cease all further obligations of award funds to the entity and will immediately notify the Department. The Recipient will not resume obligations until expressly authorized to do so from the Department.

IV. COMPLIANCE WITH STATUTES, RULES, AND REGULATIONS

In performing its obligations under this agreement, the Recipient shall without exception be aware of and comply with all State and Federal laws, rules and regulations relating to its performance under this agreement as they may be enacted or amended from time-to-time, as well as any court or administrative order, judgment, settlement or compliance agreement involving the Department which by its nature affects the services provided under this agreement. The following are examples of rules and regulations

that govern Recipient's performance under this agreement.

Civil Rights

The Recipient agrees to comply with the Americans With Disabilities Act (Public Law 101-336, 42 U.S.C. Section 12101 et seq.) and shall not discriminate against any employee (or applicant for employment) in the performance of this agreement because of race, color, religion, sex, national origin, disability, age, or marital status. These requirements shall apply to all contractors, subcontractors, subgrantees or others with whom it arranges to provide services or benefits to clients or employees in connection with its programs and activities.

Lobbying Prohibited

The Recipient shall comply with the provisions of ss. 11.062 and 216.347, F.S., which prohibit the expenditure of funds for the purpose of lobbying the Legislature, judicial branch, or a State agency. No funds or other resources received from the Department in connection with this agreement may be used directly or indirectly to influence legislation or any other official action by the Florida Legislature or any state agency.

Public Records

As required by s. 287.058(1)(c), F.S., the Recipient shall allow public access to all documents, papers, letters, or other public records as defined in s. 119.011(12), F.S. as prescribed by s. 119.07(1) F.S., made or received by the Recipient in conjunction with this agreement, except that public records which are made confidential by law must be protected from disclosure. It is expressly understood that the Recipient's failure to comply with this provision shall constitute an immediate breach of contract, for which the Department may unilaterally terminate this agreement.

Timely Payment of Subcontractors

To the extent that a subcontract provides for payment after Recipient's receipt of payment from the Department, the Recipient shall make payments to any subcontractor within 7 working days after receipt of full or partial payments from the Department in accordance with s. 287.0585, F.S., unless otherwise stated in the agreement between the Recipient and subcontractor. Failure to pay within seven (7) working days will result in a penalty that shall be charged against the Recipient and paid by the Recipient to the

subcontractor in the amount of one-half of one percent (.005) of the amount due per day from the expiration of the period allowed for payment. Such penalty shall be in addition to actual payments owed and shall not exceed fifteen (15%) percent of the outstanding balance due.

Legal Authorization

The Recipient certifies with respect to this agreement that it possesses the legal authority to receive the funds to be provided under this agreement and that, if applicable, its governing body has authorized, by resolution or otherwise, the execution and acceptance of this agreement with all covenants and assurances contained herein. The Recipient also certifies that the undersigned possesses the authority to legally execute and bind Recipient to the terms of this agreement.

Independent Contractor, Subcontracting and Assignments

In performing its obligations under this agreement, the Recipient shall at all times be acting in the capacity of an independent contractor and not as an officer, employee, or agent of the State of Florida. Neither the Recipient nor any of its agents, employees, subcontractors or assignees shall represent to others that it is an agent of or has the authority to bind the Department by virtue of this agreement, unless specifically authorized in writing to do so.

Notice of Legal Actions

The Recipient shall notify the Department of potential or actual legal actions taken against the Recipient related to services provided through this agreement or that may impact the Recipient's ability to complete the deliverables outlined herein, or that may adversely impact the Department. The Department's Grant Manager will be notified within 10 days of Recipient becoming aware of such actions or potential actions or from the day of the legal filing, whichever comes first.

Property

In accordance with s. 287.05805, F.S., any State funds provided for the purchase of or improvements to real property are contingent upon the Recipient granting to the State a security interest in the property at least to the amount of the State funds provided for at least five (5) years from the date of purchase or the

completion of the improvements or as further required by law.

Background Check

Whenever a background screening for employment or a background security check is required by law for employment, unless otherwise provided by law, the provisions of Chapter 435 F.S., shall apply.

All employees in positions designated by law as positions of trust or responsibility shall be required to undergo security background investigations as a condition of employment and continued employment. For the purposes of the subsection, security background investigations shall include, but not be limited to, employment history checks, fingerprinting for all purposes and checks in this subsection, statewide criminal and juvenile record checks through the Florida Department of Law Enforcement, and federal criminal record checks through the Federal Bureau of Investigation, and may include local criminal record checks through local law enforcement agencies.

V. RECORDS, AUDITS AND DATA SECURITY

Records, Retention

Retention of all financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this agreement shall be maintained by the Recipient during the term of this agreement and retained for a period of five (5) years after completion of the agreement or longer when required by law. In the event an audit is required under this agreement, records shall be retained for a minimum period of five (5) years after the audit report is issued or until resolution of any audit findings or litigation based on the terms of this agreement, at no additional cost to the Department.

Upon demand, at no additional cost to the Department, the Recipient will facilitate the duplication and transfer of any records or documents during the term of this agreement and the required five (5) year retention period. No record may be withheld, nor may the Recipient attempt to limit the scope of any of the foregoing inspections, reviews, copying, transfers or audits based on any claim that any record is exempt from public inspection or is confidential, proprietary or trade secret in nature; provided,

however, that this provision does not limit any exemption to public inspection or copying to any such record.

These records shall be made available at all reasonable times for inspection, review, copying, or audit by State, or other personnel duly authorized by the Department.

Audits

The Recipient shall comply and cooperate immediately with any inspections, reviews, investigations, or audits deemed necessary by The Office of the Inspector General (s. 20.055, F.S.).

In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$750,000 in any fiscal year of such recipient (for fiscal years ending June 30, 2017, or thereafter), the recipient must have a state single or project-specific audit for such fiscal year in accordance with section 215.97, F.S.; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. This form lists the state financial assistance awarded through the Department by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from 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.

Recipient shall ensure that the audit complies with the requirements of section 215.97(8), F.S. This includes submission of a financial reporting package as defined by section 215.97(2), F.S., and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

If the recipient expends less than \$750,000 in state financial assistance in its fiscal year (for fiscal years ending June 30, 2017, or thereafter), an audit conducted in accordance with the provisions of section 215.97, F.S., is not required. If the recipient expends less than \$750,000 in state financial assistance in its fiscal year and

elects to have an audit conducted in accordance with the provisions of section 215.97, F.S., the cost of the audit must be paid from the nonstate entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than state entities).

Pursuant to s. 215.97(8), F.S., State agencies may conduct or arrange for audits of state financial assistance that are in addition to audits conducted in accordance with s. 215.97, F.S.. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.

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.

Recipients, when submitting financial reporting packages to the Florida Department of Law Enforcement for audits done in accordance with 2 CFR 200, Subpart F - Audit Requirements, or Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the recipient in correspondence accompanying the reporting package.

Copies of financial reporting packages required by this agreement shall be submitted by or on behalf of the Recipient directly to each of the following:

The Department of Law Enforcement at:

ATTN: Rebecca Gardner
Florida Department of Law Enforcement
Criminal Justice Information Services
Post Office Box 1489
Tallahassee, Florida 32302-1489

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

The Auditor General's Office at:

Auditor General's Office
Room 401, Pepper Building
111 West Madison Street
Tallahassee, Florida 32399-1450

Monitoring

The Recipient agrees to comply with the Department's grant monitoring guidelines, protocols, and procedures; and to cooperate with the Department on all grant monitoring requests. 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.), 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 recipient 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 recipient is appropriate, the recipient agrees to comply with any additional instructions provided by Department staff to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General. Failure to cooperate with grant monitoring activities may result in sanctions affecting the Recipient's award, including, but not limited to: withholding and/or other restrictions on the Recipient's access to funds, and/or referral to the Office of the Inspector General for audit review.

Property Management

The Recipient shall establish and administer a system to protect, preserve, use, maintain, and dispose of any property furnished to it by the Department or purchased pursuant to this agreement.

Recipient's Confidential and Exempt Information

By executing this agreement, the Recipient acknowledges that, having been provided an opportunity to review all provisions hereof, all provisions of this agreement not specifically identified in writing by the Recipient prior to execution hereof as "confidential" or "exempt" will be posted by the Department on the public website maintained by the Department of

Financial Services pursuant to s. 215.985, F.S. The Recipient agrees that, upon written request of the Department, it shall promptly provide to the Department a written statement of the basis for the exemption applicable to each provision identified by the Recipient as "confidential" or "exempt", including the statutory citation to an exemption created or afforded by statute, and state with particularity the reasons for the conclusion that the provision is exempt or confidential.

Any claim by Recipient of trade secret (proprietary) confidentiality for any information contained in Recipient's documents (reports, deliverables or work papers, etc., in paper or electronic form) submitted to the Department in connection with this agreement cannot be waived, unless the claimed confidential information is submitted in accordance with the following two paragraphs.

The Recipient must clearly label any portion of the documents, data, or records submitted that it considers exempt from public inspection or disclosure pursuant to Florida's Public Records Law as trade secret. The labeling will include a justification citing specific statutes and facts that authorize exemption of the information from public disclosure. If different exemptions are claimed to be applicable to different portions of the protected information, the Recipient shall include information correlating the nature of the claims to the particular protected information.

The Department, when required to comply with a public records request including documents submitted by the Recipient, may require the Recipient to expeditiously submit redacted copies of documents marked as trade secret in accordance with this section. Accompanying the submission shall be an updated version of the justification, correlated specifically to redacted information, either confirming that the statutory and factual basis originally asserted remain unchanged or indicating any changes affecting the basis for the asserted exemption from public inspection or disclosure. The redacted copy must exclude or obliterate only those exact portions that are claimed to be trade secret. If the Recipient fails to promptly submit a redacted copy, the Department is authorized to produce the records sought without any redaction of proprietary or trade secret information.

VI. PENALTIES, TERMINATION, DISPUTE RESOLUTION, LIABILITY AND COMMUNICATION

Financial Penalties for Failure to Take Corrective Action

Corrective action plans may be required for noncompliance, nonperformance, or unacceptable performance under this agreement. Penalties may be imposed for failures to implement or to make acceptable progress on such corrective action plans.

Termination

The Department reserves the right to unilaterally cancel this agreement for refusal by the Recipient to allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the Recipient in conjunction with this agreement, unless the records are exempt pursuant to Article I, Section 24(a), of the Florida Constitution and s. 119.07(1), F.S.

The Department shall be the final authority as to the appropriation, availability and adequacy of funds. In the event the Recipient fails to fully comply with the terms and conditions of this agreement, the Department may terminate the agreement upon written notice. Such notice may be issued without providing an opportunity for cure if it specifies the nature of the noncompliance and states that provision for cure would adversely affect the interests of the State or is not permitted by law or regulation. Otherwise, notice of termination will be issued after the Recipient's failure to fully cure such noncompliance within the time specified in a written notice of noncompliance issued by the Department specifying the nature of the noncompliance and the actions required to cure such noncompliance. In addition, the Department may employ the default provisions in Rule 60A-1.006(3), F.A.C., but is not required to do so in order to terminate the agreement. The Department's failure to demand performance of any provision of this agreement shall not be deemed a waiver of such performance. The Department's waiver of any one breach of any provision of this agreement shall not be deemed to be a waiver of any other breach and neither event shall be construed to be a modification of the terms and conditions of this agreement. The provisions herein do not limit the Department's right to remedies at law or in equity. The validity

of this agreement is subject to the truth and accuracy of all the information, representations, and materials submitted or provided by the Recipient in this agreement, in any subsequent submission or response to Department request, or in any submission or response to fulfill the requirements of this agreement, and such information, representations, and materials are incorporated by reference. The lack of accuracy thereof or any material changes shall, at the option of the Department and with thirty (30) days written notice to the Recipient, cause the termination of this agreement and the release of the Department from all its obligations to the Recipient. This agreement shall be construed under the laws of the State of Florida, and venue for any actions arising out of this agreement shall lie in Leon County. If any provision hereof is in conflict with any applicable statute or rule, or is otherwise unenforceable, then such provision shall be deemed null and void to the extent of such conflict, and shall be deemed severable, but shall not invalidate any other provision of this agreement.

No waiver by the Department of any right or remedy granted hereunder or failure to insist on strict performance by the Recipient shall affect or extend or act as a waiver of any other right or remedy of the Department hereunder, or affect the subsequent exercise of the same right or remedy by the Department for any further or subsequent default by the Recipient. Any power of approval or disapproval granted to the Department under the terms of this agreement shall survive the terms and life of this agreement as a whole.

The agreement may be executed in any number of counterparts, any one of which may be taken as an original. In the event of termination, the Recipient will be compensated for any work satisfactorily completed through the date of termination or an earlier date of suspension of work.

Disputes and Appeals

The Department shall make its decision in writing when responding to any disputes, disagreements, or questions of fact arising under this agreement and shall distribute its response to all concerned parties. The Recipient shall proceed diligently with the performance of this agreement according to the Department's decision. If the Recipient appeals the

Department's decision, the appeal also shall be made in writing within twenty-one (21) calendar days to the Department's clerk (agency clerk). The Recipient's right to appeal the Department's decision is contained in Chapter 120, F.S., and in procedures set forth in Fla. Admin. Code R.28-106.104. Failure to appeal within this time frame constitutes a waiver of proceedings under Chapter 120, F.S. After receipt of a petition for alternative dispute resolution the Department and the Recipient shall attempt to amicably resolve the dispute through negotiations. Timely delivery of a petition for alternative dispute resolution and completion of the negotiation process shall be a condition precedent to any legal action by the Recipient concerning this agreement.

Liability

Unless the Recipient is a state agency or subdivision, the Recipient shall be solely responsible to parties with whom it shall deal in carrying out the terms of this agreement, and

shall save the Department harmless against all claims of whatever nature by third parties arising out of the performance of work under this agreement. For purposes of this agreement, Recipient agrees that it is not an employee or agent of the Department, but is an independent contractor.

Nothing herein shall be construed as consent by a state agency of the State of Florida to be sued by third parties in any matter arising out of any contract.

Nothing in this agreement shall be construed to affect in any way the Recipient rights, privileges, and immunities under the doctrine of "sovereign immunity" and as set forth in s. 768.28, Florida Statutes.

Signatures

IN WITNESS WHEREOF, the FDLE and Recipient have caused this Grant to be Adjusted by their respective undersigned official(s) authorized to do so, effective on the date of final execution.

Corrections on this page, including strikeouts, whiteout, etc. are not permitted.

**State of Florida
Department of Law Enforcement
Criminal Justice Information Services**

Signature: _____

Typed Name and Title: Jennifer Miller, Bureau Chief

Date: _____

**Recipient
Okeechobee Police Department**

Signature: _____

Typed Name and Title: _____

Date: _____

**CITY OF OKEECHOBEE
CITY ADMINISTRATOR EMPLOYMENT AGREEMENT**

THIS EMPLOYMENT AGREEMENT (hereinafter referred to as "**Agreement**"), is by and between the **City** of Okeechobee, Florida, a subdivision of the State of Florida (hereinafter referred to as "**City**"), and Gary Ritter (hereinafter referred to by name or as "**City Administrator**" or "**Administrator**").

WITNESSETH:

WHEREAS, the **City** desires to employ Gary Ritter as the Interim **City Administrator** of the **City**, and following a three (3) month probationary period shall thereafter determine whether to have Gary Ritter serve as the **City Administrator**; and

WHEREAS, the **City**, through its **City Council** ("**Council**"), desires to provide for certain benefits and compensation for the **Administrator** and to establish conditions of employment applicable to the **Administrator**; and

WHEREAS, Gary Ritter desires to accept employment as **Administrator** under the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual promises as set forth in this **Agreement**, the parties agree as follows:

Section 1. Employment.

- A. The **City** hereby hires and appoints Gary Ritter under the terms and conditions established herein, to perform the duties and functions specified in the **City's** Charter, the **City** Code of Ordinances, and the **City Administrator** Job Description, which is attached and incorporated herein as Exhibit A, and to perform such other legally permissible and proper duties and functions as the **Council** shall from time-to-time assign.

The **City's** employment of Gary Ritter as Interim **City Administrator** shall be effective June 21, 2021 and continue for a probationary period not to exceed three (3) months. At the conclusion of the initial three-month probationary period, unless **Council** takes action to the contrary, Gary Ritter shall become the **City Administrator**. Beginning on June 21, 2022, there shall be two (2) options each for two (2) year automatic renewals of the **Agreement**. In the event the **Council** decides not to renew the **Agreement**, by not exercising the renewal options, there shall be no severance pay made except for accumulated annual and sick leave in accordance with **City** employee policy and procedures.

Section 2. Salary and Evaluation.

- A. For the performance of services pursuant to the **Agreement**, the **City** agrees to pay the **Administrator** an annual base salary of \$93,000, payable in installments at the same time as other **City** employees are paid.

- B. After the first year of the **Agreement**, should the general **City** staff receive a cost-of-living increase, the **Administrator** will receive the same increase at the same time as the **City** staff.
- C. Direction and Performance:
1. Strategic 5 Year Plan: Within sixty (60) days of the commencement date of this **Agreement**, the **Council** and the **Administrator** shall meet individually to discuss a five (5) year **City** strategic Plan ("**Plan**") of progress outlining the **Council's** desired priorities and desired outcomes for the **City** over the following five (5) years. The **Plan** will include strategies the **Council** and the **Administrator** believe to be needed to accomplish the successful implementation of the **Plan**. Based upon the input of the individual **Council** Members, and other community leaders and organizations, the **Administrator** shall prepare the **Plan** for review and comment by the **Council**. Inclusive of the **Council's** desired changes to the draft **Plan**, the **Administrator** shall prepare the **Plan** for final adoption by the **Council**.
 2. Plan Performance: Not less than thirty (30) days prior to the one (1) year anniversary date of the **Administrator**, the **Administrator** and **Council** members shall meet individually, and, in consideration of resources provided and matters outside the control of the **Administrator** and **Council**, discuss the **City's** progress in accomplishing the desired outcomes contained in the **Plan**, suggestions for improving the **Plan**, the **Administrator's** performance in accomplishing the **Plan**, and how the **Council** can assist the **Administrator** in accomplishing the **Plan**. Following the individual meetings with the **Council** members, the **Administrator** will provide the **Council** with a draft progress report inclusive of the **Administrator's** and **Council** Members' comments and suggestions. Following the **Council's** review of the draft **Plan**, the **Administrator** shall prepare the final progress report to the **Council** for adoption along with any compensation adjustments the **Administrator** may desire to request of the **Council**.
- D. Annual Performance Evaluation. The **City** may also increase said base salary and/or other benefits of the **Administrator** in such amounts and to such an extent as the **Council** may determine desirable on the basis of an annual performance evaluation of the **Administrator**. The form of the evaluation shall be suggested by the **Administrator** and approved by the **Council**. Unless deemed otherwise by **Council**, the **Administrator's** annual performance review shall occur in July to August timeframe on an annual basis. The **Council**, in its sole discretion, upon an unsatisfactory **Administrator** evaluation, may extend to the **Administrator** a period of sixty (60) days to improve their performance prior to terminating this **Agreement** for cause. Furthermore, the **Council's** failure to conduct any of the scheduled evaluations shall not constitute non-compliance with a material provision of this **Agreement**.

- E. Nothing in this Section shall require the **City** to increase the base salary or other benefits of the **Administrator**. Furthermore, the **City's** failure to conduct any of the scheduled evaluations shall not constitute noncompliance with a material provision of this **Agreement**.
- F. The **Administrator** is entitled to participate in such General Employee Pension Plan as may be in effect within the **City** or as amended. Alternatively, the **Administrator** may elect to seek to join a deferred compensation plan, such as the International **City** Management Association Retirement Corporation Plan, which satisfies Federal Internal Revenue Service deferred compensation plan requirements. If the **Administrator** desires to join such a deferred compensation plan or other qualifying plan, upon reasonable right of review and approval by the **City** which shall not unreasonably be withheld, the **City** shall pay into such plan the same amount or percentage as the **City** would pay into the **Administrator's** General Employee Pension Plan by payment of such amount into a deferred compensation plan, this negates the **City's** responsibility to pay into the General Employee Pension Plan.

Section 3. City Administrator's Duties and Obligations.

- A. The **Administrator** shall have the duties, responsibilities, and powers of said office under the Charter, Ordinances of the **City**, and as outlined in the **City Administrator** job description. The **Administrator** agrees to perform all duties and responsibilities faithfully, industriously, and to the best of his ability and in a professional and competent manner.
- B. The **Administrator** shall remain in the exclusive employment of the **City** and shall devote all such time, attention, knowledge, and skills necessary to faithfully perform his duties under this **Agreement**. The **Administrator** shall dedicate no less than an average of forty (40) hours per week in the performance of his duties hereunder.
- C. The **Administrator** agrees and understands they are to attend all **Council** Meetings and Workshops, preside as Chair over the Technical Review Committee meetings, and attend Planning Board/Board of Adjustment/Design Review Committee meetings (as necessity requires), as well as other advisory committees that are appointed by the **Council** from time-to-time.

Section 4. Automobile Allowance and Communications Equipment

The **Administrator** is required to be on call for twenty-four-hour service. In recognition thereof:

- A. The **City** shall grant to the **Administrator** the use of a **City** vehicle for the discharge of his responsibilities to the **City**. For the conduct of any **City** business using **Administrator's** personal vehicle, if and when that may occur, the **Administrator** shall be reimbursed for related automobile costs/expenses at the established Florida Statute mileage rate in accordance with **City** employee travel policy.

- B. The **City** shall provide the **Administrator** with a cell phone for business related uses. In the alternative, the **City** may provide the **Administrator** with a cellular phone allowance of \$50.00 per month to compensate them for the business use on their personal cellular phone.

Section 5. Dues and Subscriptions

The **City** agrees to pay the **Administrator's** professional dues for membership in professional organizations related to their duties. The **City** shall pay other dues and subscriptions on behalf of the **Administrator** as are approved in the **City's** annual budget or as may be authorized separately by the **Council** from time to time.

Section 6. Professional Development

The **City** agrees to pay reasonable and customary travel and subsistence expenses pursuant to the **City's** travel policy for the **Administrator's** travel to and attendance at the professional development conferences. The **Council** may elect to pay for the **Administrator's** attendance at seminars, conferences, and committee meetings, and professional development activities, as it deems appropriate.

Section 7. Residency.

The **Administrator** shall reside within the corporate limits of Okeechobee County.

Section 8. Accrued Leave.

The **Administrator** shall be entitled to 96-hours of annual leave and 96-hours of sick leave during each year of the term of this contract. The annual and sick leave shall be available for use upon commencement of employment and each year thereafter on the service date anniversary. There is no limit on the amount of sick leave that may carry forward. Upon separation of employment, **Administrator** shall be paid for up to 300 hours of unused accrued annual leave.

Section 9. Holidays.

The **Administrator** is entitled to the same paid holidays, and other paid time off, as the **City** staff.

Section 10. Benefits.

The **City** shall pay 100 percent of the **Administrator's** and Administrator's spouse's health insurance coverage. The **Administrator** shall also receive any other employee benefits, including but not limited to life, long term health, and disability insurance coverage, and the like, that are available to **City** management staff and/or general **City** staff.

Section 11. Termination by the City Council and Severance Pay.

- A. The **Administrator** shall serve at the pleasure of the **Council**, and the **Council** may terminate this **Agreement** and the **Administrator's** employment with the **City** at any time, for any reason, or for no reason.
- B. Should a majority of the entire **Council** (three members) vote to terminate the services of the **Administrator** "without cause", then within thirty (30) days following such vote, the **Council** shall cause the **Administrator** to be paid any accrued leave, unpaid salary, and benefits earned (including accrued sick and annual leave hours) up to and including the date of termination based on a forty (40) hour work week. Within forty-five (45) calendar days following the vote to terminate the **Administrator's** employment, the **Council** shall cause the **Administrator** to be paid a lump sum severance pay equal to two (2) months of his base salary as full and complete payment and satisfaction of any claims of the **Administrator** of whatsoever nature arising out of this **Agreement** or otherwise. As consideration for such payment, the **Administrator** shall, prior to receipt thereof, execute and deliver to the **City** a general release of the **City** and its **Council** Members and its officers, agents, and employees for all acts and actions (whether accrued or subsequently accruing) from the beginning of time until the date of release, with said release to be prepared and negotiated by the City Attorney.
- C. In the event the **Administrator** is terminated for "just cause", the **City**, with the exception of accrued and unpaid salary and benefits actually earned, shall have no obligation to pay the amounts outlined in this **Agreement**. For purposes of this **Agreement**, "just cause" is defined and limited for purposes of this **Agreement** to any of the following:
 1. Misfeasance, malfeasance and/or nonfeasance in performance of the **Administrator's** duties and responsibilities.
 2. Conviction or a plea of guilty or no contest to a misdemeanor or felony crime, whether or not adjudication is withheld.
 3. Neglect of duty, including the inability or unwillingness to properly discharge the responsibilities of office.
 4. Violation of any substantive **City** policy, rule, or regulation, which would subject any other **City** employee to termination.
 5. The **Council** of any fraudulent act against the interest of the **City**.
 6. The **Council** of any act which involves moral turpitude, or which causes the **City** disrepute.
 7. Violation of the State of Florida Code of Ethics or being found to have committed an ethics violation by the Florida Commission on Ethics.

8. Any other act of a similar nature of the same or greater seriousness.

Section 12. Termination by the City Administrator

The **Administrator** may terminate this **Agreement** at any time by delivering to the **Council** a written notice of termination not less than sixty (60) days prior to the effective date of the termination. If the **Administrator** terminates this **Agreement**, then the provisions of Section 11 above, shall not apply. If the **Administrator** voluntarily resigns pursuant to this Section, the **City** shall pay to the **Administrator** all accrued compensation due the **Administrator** up to the **Administrator's** final day of employment, including any accrued leave. The **City** shall have no further financial obligation to Employee pursuant to this **Agreement**. This section shall not prevent the **Administrator** from collecting any money earned as a result of participation in the **City's** deferred retirement or other similar Plan or program.

Section 13. Disability.

If the **Administrator** becomes permanently disabled or is otherwise unable to perform his duties because of sickness, accident, injury, mental incapacity, or health for a period of four consecutive weeks beyond any accrued leave, the **City** shall have the option to terminate this **Agreement**, subject to the severance pay provision outlined in Section 11, of this **Agreement**.

Section 14. Indemnification.

- A. **City** shall defend, save harmless, and indemnify the **Administrator** against any action for any injury or damage suffered as a result of any act, event, or omission of action that the **Administrator** reasonably believes to be in the scope of his duties or function, unless he acted in bad faith or with malicious purpose or in a manner exhibiting wanton and willful disregard of human rights, safety, or property. The **City** will compromise and settle any such claim or suit and pay the amount of any settlement or judgment rendered thereon. The **City** may compromise and settle any such claim or suit, without consent or further involvement of the **Administrator**. The **City** shall not be liable for the acts or omissions of the **Administrator** committed while acting outside the course and scope of his agreed duties or committed in bad faith or with malicious purpose or in a manner exhibiting wanton and willful disregard of human rights, safety, or property. Nothing herein shall be construed to be a waiver or extension of the sovereign immunity limitations of liability possessed by **City** by state or federal law.
- B. Said indemnification shall extend beyond the termination of employment and the expiration of this **Agreement** to provide protection for any such acts undertaken or committed in his capacity as **Administrator**, regardless of whether the notice of claim or filing of a lawsuit occurs during or following employment with the **City**.

Section 15. Code of Ethics.

The State of Florida "Code of Ethics", including Chapter 112, Florida Statutes, shall govern the **Administrator's** conduct and actions as **Administrator** of the **City**. Additionally, the **Administrator** shall abide by the standards established by the Florida Commission on Ethics.

Section 16. Bonding.

The **City** agrees to bear the full cost of any fidelity or other bonds required of the **Administrator** under any policy, regulation, ordinance, or law.

Section 17. Transparency.

- A. Open Door Policy: The **Administrator** shall maintain an open-door policy encouraging communication between the members of the **Council**, **City** employees, residents, property owners and other persons who have matters of interest related to the well-being of the **City**.
- B. Governmental Relations: The **Administrator** shall strive to maintain positive constructive relationships with elected officials, employees, and agents of other governmental agencies for the purpose of mutual good will and the constructive conduct of business regarding matters of interest between the parties.
- C. Communications: The **Administrator** and **Council** shall work cooperatively to keep each other and the community informed as to the status of plans, projects, and the operations of the **City**.
- D. Right to Speak: The **Administrator** shall have the right to address the **Council** orally and/or in writing in and all matters before the **Council** affecting those matters under his responsibility and/or his employment with the **City**.

Section 18. General Terms and Conditions.

- A. If any provision or any portion thereof, contained in this **Agreement** is held by a court of competent jurisdiction to be unconstitutional, illegal, invalid, or unenforceable, the remainder of this **Agreement**, or portion thereof, shall not be affected and shall remain in full force and effect.
- B. The waiver by either party of a breach of any provision of this **Agreement** by the other shall not operate or be construed as a waiver of any subsequent breach by that party.
- C. This **Agreement** contains the entire **Agreement** of the parties. It may not be changed verbally, but only by an **Agreement** in writing signed by the parties.
- D. Florida law shall govern this **Agreement** and any litigation that may arise from this **Agreement**, shall be filed, and litigated in Okeechobee County, Florida.

- E. Upon **Administrator's** death, the **City's** obligations under this **Agreement** shall terminate except for:
 - 1. Transfer of ownership of retirement or other similar funds, if any, to his designated beneficiaries; and
 - 2. Payment of accrued leave balances in accordance with this **Agreement**.

- F. This **Agreement** may be executed in duplicate or counterparts, each of which shall be deemed an original and all of which together shall be deemed one and the same instrument. No term, condition or covenant of this **Agreement** shall be binding on either party until both parties have signed it.

- G. The effective date of this **Agreement** shall be the last date it is executed by either of the parties to this **Agreement**.

Executed by the City on this 1st day of June, 2021.



CITY OF OKEECHOBEE

By:
 Dowling R. Watford, Jr., Mayor

ATTEST:

Lane Gamiotea, CMC, City Clerk

Executed by the Administrator on this 1st day of June, 2021.

Gary Ritter

APPROVED AS TO LEGAL FORM:

John J. Fumero, Esq., City Attorney

EXHIBIT A EMPLOYMENT AGREEMENT



CITY OF OKEECHOBEE

JOB DESCRIPTION

AN EQUAL OPPORTUNITY EMPLOYER

POSITION TITLE: CITY ADMINISTRATOR

Department:	Administration	Type:	Full-Time, Contract
Supervised by:	Mayor and Council	Starting Salary:	\$85,000.00 to \$95,000.00
Supervision Duties:	Yes	Opening Date:	
FLSA Status:	Exempt	Closing Date:	

The job description is not intended to be a comprehensive list of duties and responsibilities of the position. The omission of a specific job function does not absolve an employee from being required to perform additional tasks incidental to or inherent in the job. The duties and physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform essential functions.

NATURE OF WORK:

This position is appointed by the five-member legislative body, the Mayor and four City Council Members, to ensure adequate and efficient provision of services to the citizens in coordination with the City Attorney, City Clerk, and department heads to better protect the health, welfare, safety, and quality of life of the residents. Serves as the Head of the Administration, General Services, and Finance Departments as well as the Purchasing Agent of the City, and Zoning Administrator with the assistance of a contracted planning consultant firm.

1. GENERAL DUTIES AND RESPONSIBILITIES AS ADMINISTRATOR

- a. Direct and supervise the administration of all departments, offices, and agencies of the City, except the City Attorney, City Clerk's Office and as otherwise provided by law. The intent of this paragraph is to explain the City Administrator is to assist the department heads in the administration of their specific departments.
- b. Attend all City Council meetings with the right to take part in discussions, but not to vote.
- c. See that all laws and acts of the Council subject to enforcement by the Administrator or by officers subject to the Administrator's supervision are faithfully executed.
- d. Prepare and submit the annual budget, budget message, and capital outlay program, and supervise and administer all phases of the budgetary process with the assistance of the department heads and the City Clerk, who are responsible for their department's budget.
- e. Make such reports as the City Council may require concerning the operation of City departments, offices and agencies and organize and oversee the operation of said departments, offices, and agencies.
- f. Negotiate leases, contracts and other agreements including consultant services for the City subject to approval of the City Council and see that all terms and conditions of same are performed as required and notify the Council of any noted violation.
- g. Keep the Council fully advised as to the financial conditions and future needs of the City and make such recommendations to the Council concerning the affairs and operations of the City as deemed desirable.
- h. Prepares the City Council agenda.
- i. Perform such other duties as may be required by the Mayor and City Council.

2. GENERAL DUTIES AND RESPONSIBILITIES OF THE GENERAL SERVICES DEPARTMENT

The City Administrator serves as the head of this department, which is responsible for the administration and enforcement of the building code, land use regulations, licenses and permit regulations, business regulations, and other regulations not specifically delegated to any other department or officer of the City.

3. GENERAL DUTIES AND RESPONSIBILITIES OF THE FINANCE DEPARTMENT

The City Administrator serves as head of this department, which is responsible for the collection of all fees, licenses, monies due the City and shall be responsible for the establishment and maintenance of the general accounting system

EXHIBIT A EMPLOYMENT AGREEMENT

set up in accordance with the requirements of State Law.

4. GENERAL DUTIES AS THE PURCHASING AGENT

- a. Maintain high ethical standards among all employees in the transaction of purchasing business.
- b. Assure that the spirit and intent of purchasing policies, as expressed by the City Council, are fully satisfied.
- c. Assure administrative procedures for the proper implementation of municipal purchasing and borrowing.
- d. Assure that all purchases are of the highest possible quality at the lowest possible cost, consistent with budget and use restraints and limitations.
- e. Be watchful for transgression to purchasing policies and procedures and deal with responsible employees firmly.
- f. Declare vendors who default on their quotations or bids as irresponsible bidders.
- g. Record purchasing transactions accurately and report purchasing activities to the City Council as he/she deems necessary.
- h. Awards, executes, and approves contracts, quotes, purchases, and agreements under \$15,000.00.
- i. Approve and sign all purchase orders, which is required for purchases \$1,000.00 or over, and under \$15,000.00.
- j. Presents contracts, quotes, purchases, and agreements over \$15,000.00 to Mayor and Council for approval and execution.
- k. Ensure proper disposal of surplus property when submitted by departments.

5. MUNICIPAL PURCHASING AND BORROWING, FUNCTIONS OF THE CITY ADMINISTRATOR'S OFFICE

- a. Coordinate expected purchasing needs with budgetary considerations during budget preparation time each fiscal year.
- b. Review expected purchases to assure the availability of funds and that proper purchasing procedures are being observed,
- c. Receive quotations, proposals, and bids in the manner prescribed.
- d. Control expenditures through sound purchasing technique and the implementation of the provisions of the Municipal Borrowing and Purchasing Ordinance.
- e. Receive all sealed bids.

6. ESSENTIAL FUNCTIONS

A. Administrative

1. Plans, organizes, directs, controls, coordinates, supervises, and evaluates programs, plans, services, staffing, equipment and infrastructure of the Administration, General Services and Finance Departments.
2. Frequently interacts with other officials from various local, state, and federal regulatory agencies, including representatives of local community organizations.
3. Evaluates community needs and formulates short and long range plans to present to the City Council.
4. Prepares annual operating, maintenance, and capital improvement budgets; submits budget requests; controls adopted department budget. Performs financial and economic analysis necessary for effective program operation and fiscal management.
5. Develop, modernize, and implement the City's Capital Improvements Projects, and other plans, studies, or programs in coordination with the department heads, City Clerk, City Attorney, Mayor and City Council.
6. Creates and directs the preparation of studies, plans and specifications, bidding, evaluates the competency of contractors and vendors, and specifies the selection criteria for responsible departments and other municipal contracts; and likewise assists department heads with their departmental projects regarding the same.
7. Controls department projects to ensure contractor compliance with time and budget parameters for the project; and likewise assists department heads with their departmental projects regarding the same.
8. Reviews private project development plans and permits to ensure adequacy of application and compliance with City codes, manuals, handbooks, regulations, the comprehensive plan, state statutes and other requirements within the scope of the department's responsibility and authority.

EXHIBIT A EMPLOYMENT AGREEMENT

9. Performs periodic review and offers updates to City adopted codes, manuals, handbooks, regulations, the comprehensive plan, inventory lists and databases when necessary to ensure methodology and requirements are kept up to standards.
10. Responds to public or other inquiries relating to department policies and procedures in coordination with department heads, City Clerk, and City Attorney.
11. Maintains regular contact with and fosters constructive and productive working relationships with consultants, other municipalities, county, state and federal agencies, professional and technical groups, and the general public in connection with departmental activities and services.
12. Monitors intergovernmental actions and acts necessary to sustain and enhance the ability of the Administration, General Services, and Finance departments to meet the needs of the community; assists same for other department heads, City Clerk, and City Attorney.
13. Coordinate's activities and provides assistance where required or requested with other City departments and/or governmental agencies, to ensure compliance with and achievement of the goals of the City.
14. Research grant funding opportunities relative to appropriate authorized projects, writes funding applications, manages project and ensures proper expenditures made for projects.

B. Supervisory

1. Supervises departmental personnel within Administration, General Services, and Finance, either directly or through subordinates for the purpose of hiring, annual performance evaluation, recommending salary increases, transfer, promotion, and/or disciplinary action.
2. Issues written and oral instructions.
3. Determines departmental work priorities, approves work schedules, and examines work for exactness, neatness and conformance to policies and procedures.
4. Provides leadership and direction to department employees for the safe and efficient care of the City's facilities, inventory, equipment, and infrastructures.
5. Establishes and organizes standards and procedures to improve efficiency and effectiveness of staff and operations.
6. Maintains harmony among workers and resolves grievances.

C. Management

1. Establishes and maintains effective working relationships, providing suggestions, advice and support to department employees, other City departments and residents.
2. Resolves complaints in a prompt and courteous manner, communicating professionally and effectively, both orally and in writing.
3. Exhibits behavior consistent with the values of the City through excellent customer service, creative problem solving, decision making and stewardship of City resources.
4. Works cooperatively and respectfully with municipal employees toward the common goal of providing high quality services.
5. Provides public information on projects in coordination with the Mayor, City Council, City Clerk and department heads.
6. Ensures the City Safety Policy is implemented and practiced assuring the safety of employees and the general public; provides updates and recommends changes to policy as necessary to Public Risk Manager; serves as a member of the City Safety Committee.
7. Ensures the City Drug Free Workplace Policy is implemented and practiced assuring the policy and practices are carried out; provides updates and recommends changes to policy as necessary to the City Council for adoption.
8. Responsible for maintaining all departmental documents and records; coordinating with the City Clerk's Office for appropriate records management under the State of Florida Bureau of Records and Archives.
9. Attends Technical Review Committee meetings; serves as Chair and a voting member.

EXHIBIT A EMPLOYMENT AGREEMENT

10. Attends Planning Board/Board of Adjustment/Design Review Board meetings; prepares and presents staff reports and other necessary correspondences.
11. Serves as staff on a variety of boards and committees; prepares and presents staff reports and other necessary correspondences. Includes, but not limited to, Code Enforcement Board, Pension Fund Board of Trustees, Okeechobee Utility Authority, and other citizen boards as created by Council from time to time; Emergency Management, or as directed by the Mayor and City Council.
12. Attends seminars and workshops to keep abreast of current methods, technology, and supervisory techniques. Coordinates department employees' attendance of same, for training and continuing education and/or certifications. Including, but not limited to, Florida open public records laws, sunshine laws, state ethics laws, and Attorney General Opinions.

D. Other

1. Ability to maintain security and confidentiality.
2. Performs other duties and special projects as assigned.
3. Perform work outside normal office hours.

7. QUALIFICATIONS

A. Education and Experience

1. Suitable Bachelor's degree from an accredited college or university; and
2. Minimum five years' experience in municipal management or similar governmental administration.

B. Knowledge of

1. Principles and practices of effective administration, supervision, and personnel policies and procedures.
2. Reading and understanding subdivision plats and construction plans.
3. Reading and understanding contracts and specifications.
4. Laws, ordinances, regulations, policies, and statutes governing municipal activities and of operations of municipal government.

C. Ability to

1. Perform visual inspections.
2. Traverse unimproved construction sites for the purpose of field inspections.
3. Access research information and prepare reports.
4. Communicate effectively, orally and in writing, with the public, elected officials, members of boards and commissions, department heads, other employees of the City and employees of other governmental agencies.
5. Apply good judgement to deal with the subordinates and the public effectively and diplomatically, some of whom may be irate and unreasonable.
6. Perform job responsibilities in a timely manner to meet scheduled deadlines.
7. Physically and mentally work independently.
8. Coordinate, delegate and negotiate.
9. Delegate authority and responsibility to subordinates and maintain effective organization.
10. Represent the City in public speaking requests and special events.
11. Present data and programs which enhance the continued efficient operation of the City.

D. Licenses, Certificates, Additional Requirements

1. United States Citizen or a resident alien of the State of Florida.
2. Valid Florida Driver's License; possess and maintain a clean driving record.
3. Residence of Okeechobee County, Buckhead Ridge area of Glades County or any areas lying outside the Okeechobee County line within six months of employment.
4. Pass pre-employment complete physical.

EXHIBIT A EMPLOYMENT AGREEMENT

5. Pass background investigation and reference check, including an FDLE criminal background check.

8. TOOLS AND EQUIPMENT USED

The employee is issued a City vehicle and must be capable of operating light duty vehicles and mobile radios.

Proficient in operating a personal computer, including word processing, spreadsheets, use of email, use of the internet and read digital files; capable of operating multi-line telephone system, cell phones, fax machines, 10-key calculator, copy machines, miscellaneous office equipment and accessories customarily used in an office environment.

9. PHYSICAL DEMANDS

Work is performed mostly in office settings. Some outdoor work is required in the inspection of various land use developments or construction sites. Hand-eye coordination is necessary to operate computers and office equipment.

While performing the duties of this job, the employee is regularly required to sit, walk, talk or hear. The employee is required to use hands to finger, handle, feel or operate objects, tools, or controls; and reach with hands and arms. The employee is occasionally required to climb or balance; stoop, kneel, crouch or crawl; and smell.

Must have sufficient physical strength and ability to independently and repeatedly lift, move, and carry objects weighing up to 50 pounds; and repeatedly lift, move, and carry objects weighing more than 50 pounds with assistance. Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral vision, depth perception and the ability to adjust focus.

10. WORK ENVIRONMENT

While performing the duties of this job, the employee works indoors. The noise level in the work environment is usually quiet to low.

11. WORK LOCATION AND HOURS:

City Hall, 55 Southeast 3rd Avenue.

Monday through Friday 8:00 a.m. to 4:30 p.m.

12. ADDITIONAL INFORMATION:

a. **Evaluation Period:** Successful candidates will be on an evaluation/probationary period for 3 months, to allow a period for an evaluation of ability, work habits and conduct. Specifics are to be addressed within a negotiated employment contract.

b. **Benefits:** In addition to competitive salaries and the opportunity for continuing professional development, the City offers an excellent benefits package. Our employees enjoy the many benefits of living in South Florida with its wonderful sub-tropical climate, exceptional year round recreational opportunities, and the following benefits:

- Use of City vehicle
- Retirement Plan (457 Deferred Plan Option)
- Health Insurance (City pays coverage for employee and contributes \$150.00 toward family/spouse premiums)
- Group Life and Disability Insurance (City pays coverage for employee). Additional policies can be added at group rates by the employee
- Additional variety of insurances may be obtained at group rates by the employee through payroll deduction (examples are, but not limited to: legal, cancer, long term illness, dental, and vision)
- Job Connected Injury Benefits
- Paid Leave Benefits
- 12 Paid Holidays

EXHIBIT A EMPLOYMENT AGREEMENT

- Available Credit Union membership
 - Direct Deposit Bi-weekly Payroll (mandatory participation required)
 - Cell phone reimbursement
 - Prescription Card
 - Longevity Service Bonus Program
- c. **Drug Testing Policy:** The City is committed to providing a safe work environment for all its employees. The abuse of alcohol and drugs is a national problem which impairs the safety and health of employees and the public, promotes crime, and harms the entire community. In order to maintain the highest standards of morale, productivity, and safety, the City has instituted a drug and alcohol free workplace program.
- d. **Veterans' Preference:** Former military personnel, or their spouse, that have been verified as a "Veteran" under Florida Administrative Code Rule 55A-7.009 will receive an interview if they meet the minimum competency factors of the position. The Veterans' preference laws do not guarantee the Veteran a job. Positions are filled with the best qualified candidate as determined by the hiring Department Head.

CONTACT: *Lane Earnest-Gamiotea, CMC, City Clerk/Personnel Administrator*
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