



# CITY OF OKEECHOBEE

55 SE THIRD AVENUE  
OKEECHOBEE, FL 34974

**SEPTEMBER 5, 2023**

**6:00 PM**

## LIST OF EXHIBITS

***Mayor***

Dowling R. Watford, Jr.

***Vice Mayor***

Monica Clark

***Council Members***

Noel Chandler

Bob Jarriel

David McAuley

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Draft Minutes

August 15, 2023

Exhibit 1	Police Pension Board of Trustee appointment
Exhibit 2	Ordinance No. 1276
Exhibit 3	Ordinance No. 1279
Exhibit 4	Ordinance No. 1280
Exhibit 5	RFP No. ADM 01-32-07-23 recommended approval and agreement
Exhibit 6	Renewal of Property and Casualty Insurance
Exhibit 7	Request for overflow parking at Primitive Baptist Church



**CITY OF OKEECHOBEE, FLORIDA**  
**AUGUST 15, 2023, REGULAR CITY COUNCIL MEETING**  
**AND SECOND BUDGET WORKSHOP**  
**DRAFT MEETING MINUTES**

**I. CALL TO ORDER**

Mayor Watford called the regular meeting of the City Council for the City of Okeechobee to order on August 15, 2023, at 5:03 P.M. in the City Council Chambers, located at 55 Southeast (SE) 3<sup>rd</sup> Avenue, Room 200, Okeechobee, Florida. The invocation was offered by Mayor Watford; followed by the Pledge of Allegiance led by Council Member Chandler.

**II. ATTENDANCE**

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

**III. AGENDA AND PUBLIC COMMENTS**

A. Staff requested changes to the published agenda: New Business was moved to occur before the Public Hearing for Ordinance Adoption Continued From July 18, 2023. The following documents were distributed: Revised page 2 for the August 1, 2023, Minutes; a revised memorandum to Exhibit 1; additional materials for Exhibit 5; and additional materials and a revised Exhibit 9.

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

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

**IV. CONSENT AGENDA**

Motion and second by Council Members Jarriel and Chandler to:

A. Dispense with reading and approve the Minutes from July 18, 2023 [as revised]; and

B. Approve the July 2023 Warrant Register [in the amounts: General Fund, \$591,534.70; Public Facilities Improvement Fund, \$21,372.29; Capital Improvement Projects Fund, \$13,132.50; and Appropriations Grant Fund, \$675.00; as presented].

**Motion Carried Unanimously.**

**V. NEW BUSINESS**

A. Ms. Connie Vanassche, Vice President, and Mr. Jim Spratt, Legislative Director, of CAS Governmental Services, LLC, reviewed the highlights presented in **Exhibit 3** for the City's Legislative Priorities, State Fiscal Year (FY) 2024-25 that will be presented to the local Delegation. Appropriation Funding requests will include \$1,200,000.00 for the hardening of the Public Safety Building, and \$1,000,000.00 for stormwater quality improvements. Issues of concern are unfunded mandates and attacks on home rule which fiscally constrain our area as a Rural Area of Opportunity with unemployment rates above State averages and poverty level that is above State averages. Seek support for the Lake Okeechobee System Operating Manual project, with Resolution No. 2021-07 outlining the City's position; Broadband Expansion Programs; continued financial commitment to the widening of State Road (SR) 70, and more electronic based advertising. Requests to increase or maintain State funded programs: Florida Department of Environmental Services water quality grants, Florida Recreation Development Assistance Program matching funds for new outdoor recreational projects and improvements to existing parks, Florida Commerce/Department of Economic Opportunity, Rural Infrastructure Programs grant for infrastructure projects to promote growth in rural areas, Historical Preservation Programs, and Rural and Family Lands Protection Programs. Issues of financial concern are the City's opposition to any new stormwater or water quality rule requirement that could impact new developments in the future, State mandated exemptions, removing or altering the City's authority to levy local business taxes, and reforming the communications services taxes. The final section lists other local agencies or initiatives the City supports. This item was for informational purposes only.

B. Motion by Vice Mayor Clark, second by Council Member McAuley to adopt proposed Resolution No. 2023-07, releasing the City's Right of First Refusal to purchase Lots 1 and 2, CITY OF OKEECHOBEE COMMERCE CENTER, Plat Book 7, Pages 7 through 14, Okeechobee County Public Records [as presented in **Exhibit 4**].

**V. NEW BUSINESS CONTINUED**

- B.** Continued. City Attorney Greg Hyden read the title of proposed Resolution No. 2023-07 into the record as follows: **"A RESOLUTION OF THE CITY OF OKEECHOBEE, FLORIDA, RELEASING THE CITY'S RIGHT OF FIRST REFUSAL TO PURCHASE OKEECHOBEE COMMERCE CENTER LOTS 1 AND 2; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE."**  
**Motion Carried Unanimously.**

- C.** Motion by Council Member Jarriel, second by Vice Mayor Clark to approve Preliminary Plat Application No. 23-003-TRC/PP, consisting of 16.2+/- acres to create a new subdivision with five lots titled, PARK STREET COMMERCE CENTER, from four unplatted parcels of land together with Lots 1 to 12 of Block 4, the abandoned East to West Alley within Block 4, and a portion of abandoned Northeast (NE) 2<sup>nd</sup> Street located North of Block 4, PRICE ADDITION as recorded in Plat Book 2, Page 17, Okeechobee County public records; and including approving that the Plat constitutes an abandonment of the unimproved and unutilized portion of NE 12<sup>th</sup> Avenue, f/k/a Mobley Street, lying West of Block 4, PRICE ADDITION, submitted by Adam Ramsey, Registered Agent for Park Street Okeechobee, LLC; property owner William R. Grigsby, Jr., located in the 1100 to 1200 blocks along the North side of North Park Street/SR 70 East, just West of the eastern City Limits/NE 13<sup>th</sup> Avenue [as presented in **Revised Exhibit 5**].

City Planner Ben Smith reviewed the recommendations by the Technical Review Committee (TRC) and staff comments from his firm for the engineering and surveying portion of the Application. Attorney Peter J. Sweeney of Block and Scarpa, P.A., for the Applicant, responded to questions from the Council.

**Motion by Council Member Jarriel, second by Vice Mayor Clark, to amend the motion to approve Application No. 23-003-TRC/PP with the following conditions:**

1. Legal descriptions on the Title Commitment and Plat must be consistent prior to the final Plat approval.
2. All typographical errors on the Plat must be corrected prior to final Plat approval.
3. All easements and shared storm water management facilities shall be dedicated to a designated Property Owner's Association, to be created.
4. Submit detailed Infrastructure Plans that meet all applicable standards and Codes and found sufficient prior to final Plat approval.
5. Applicant to obtain [and submit] Florida Department of Transportation Permit or Drainage Exception.
6. Remove the signage easement within the existing NE 13<sup>th</sup> Avenue right-of-way (ROW) from the Plat.
7. Lift station must comply with Okeechobee Utility Authority (OUA) standards.
8. Applicant shall construct all roadways within the project, excluding the portion of future NE 13<sup>th</sup> Avenue North of 3<sup>rd</sup> Street, provided that, upon completion of the Project Roadways, the City shall take dedication of the Project Roadways and be solely responsible for the ongoing maintenance and management of the Project Roadways without contribution from the Applicant.
9. Applicant to submit proposed Agreement for the County and City to review for conveyance of land from the County to the City for NE 13<sup>th</sup> Avenue ROW North of 3<sup>rd</sup> Street, to be reviewed for sufficiency by City Attorney.
10. Staff's review of the Park Street Commerce Center Developers Agreement.
11. Staff's review of the Declaration of Covenants, Conditions, Easements, and Restrictions for Park Street Commerce Center.

**Motion to Amend Carried Unanimously.**

**Motion as Amended Carried Unanimously.**

**Note Per City Code:** The Council's conditional approval does not constitute acceptance of the final Plat, rather, it shall be deemed an expression of acceptance for the layout submitted on the preliminary Plat as a guide to the preparation of the final Plat and approval of construction plans for required improvements and required supplementary materials.

A Special Council Meeting may be called for September 14, 2023, to conduct a Public Hearing at 6:00 P.M. to consider approving the final Plat application, so long as the Applicant submits all the required documents within the timeframe required to meet Staff review and advertising deadlines.

- D.** Motion and second by Council Members Chandler and Jarriel to award a contract for Bid No. PW 05-11-07-23 for Sidewalk Improvements to American Design Engineering Construction Inc., [in the amount of \$159,050.00, with locations and scope of work presented in **Exhibit 6**].

**Motion Carried Unanimously.**

- E.** Motion and second by Council Members Jarriel and McAuley to approve Piggyback Agreement Addendum No. 6 with Okeechobee Medical Providers, Inc. to continue medical services with Treasure Coast Medical Associates which is based on the same rates as the last year [as presented in **Exhibit 7**].

**Motion Carried Unanimously.**



**V. NEW BUSINESS CONTINUED**

**F.** Motion by Vice Mayor Clark, second by Council Member Jarriel to approve an Agreement with Kimley-Horn and Associates for civil engineering services as provided in RFQ No. ADM 01-32-07-21 in the amount not to exceed \$34,416.56 for the SE 4th Street Drainage Improvement Project, Florida Department of Environmental Protection Agreement No. LPQ0007 [as presented in **Exhibit 8**].

**Motion Carried Unanimously.**

**G.** Motion by Council Member McAuley, second by Vice Mayor Clark to close City Hall for the entire day on September 1, 2023 [allowing the contractor additional time to begin the termite fumigation of City Hall and the Public Safety Building so to decrease the possibility of not being able to reopen City Hall on Tuesday, September 5, 2023, this amends action taken on May 16, 2023].

**Motion Carried Unanimously.**

**VI. MAYOR WATFORD OPENED THE PUBLIC HEARING FOR ORDINANCE ADOPTION CONTINUED FROM JULY 18, 2023, AT 6:11 P.M.**

**A.** The floor was opened for discussion on the Motion made by Vice Mayor Clark, seconded by Council Member Chandler to adopt proposed Ordinance No. 1276 for Land Development Regulations Text Amendment Application No. 23-003-TA, adding storm shutter regulations within Chapter 90 of the Code of Ordinances, presented in **Revised Exhibit 1**.

**Motion** by Council Member Jarriel, second by Vice Mayor Clark **to amend proposed Ordinance No. 1276 as follows:** ordinance title, remove "PERIODS DURING WHICH STORM SHUTTERS MAY NOT REMAIN IN PLACE AND PROVIDING EXEMPTIONS" and add "STORM SHUTTERS PROTOCOL FOR COMMERCIAL AND RESIDENTIAL STRUCTURES". In Section 2 of the ordinance: second paragraph replace Section 90-84 title from "Periods during which storm shutters may not remain in place; exceptions" to "Storm Shutters Protocol for Commercial and Residential Structures." Delete paragraph (a) "During the period starting on December 1 and ending May 31, inclusive." Renumber paragraphs (b) and (c) to (3) and (4). Reword paragraph (3) removing references to hurricane season and the Storm Protection Extended Duration Notice form title, to read, "Notwithstanding the above, residents who are planning to be away from the City may be permitted to install storm shutters, storm panels or hurricane protection devices even when no storm warning or watch has been issued by providing notification to the City General Services Department. The Notice shall include statements which certify that the residence will remain vacant during the resident's absence from the City and the exact duration of such vacancy. The Notice will be made available on the City Website."

Vice Mayor Clark made a **motion to amend the amendment** to add the word "form" after Notice in the last sentence of paragraph (3), second by Council Member Jarriel. **Roll Call Vote on the Motion to Amend the Amendment:** Chandler-Yea, Clark-Yea, Jarriel-Yea, McAuley-Yea, Watford-Yea.

**Motion to Amend the Amendment Carried.**

**Roll Call Vote on Motion to Amend as Amended:** Chandler-Yea, Clark-Yea, Jarriel-Yea, McAuley-Yea, Watford-Yea.

**Motion to Amend as Amended Carried.**

Mayor Watford opened the floor for public comments. Mrs. Lane Gamiotea expressed her objection in adopting the proposed Ordinance as now amended, stating two weeks after a storm to remove shutters may not be enough time and they are now requiring residents to put shutters up and take them down all throughout the hurricane season. Since May, the public has inquired about the proposed Ordinance. Up until tonight, the wording did not regulate shutters during hurricane season and that is what was conveyed to the public. Vice Mayor Clark added she wanted to keep some of the language allowing some shutters to stay up under certain circumstances.

**Motion** by Vice Mayor Clark, second by Council Member McAuley **to postpone to September 5, 2023, the motion on the floor** to adopt proposed Ordinance No. 1276 as amended.

**Motion Carried Four to One with Jarriel voting No.**

**B.** The floor was opened for discussion on the Motion made by Council Members Chandler and McAuley to adopt proposed Ordinance No. 1278, amending Chapter 58 of the Code of Ordinances, and requiring connection to the public water and/or sewer systems, presented in **Exhibit 2**. Mr. Tommy Clay, OUA Board of Directors Chairperson, and Mr. John Hayford, OUA Executive Director responded to questions from the Council. Mr. Jeff Sumner, speaking as President of the Okeechobee Economic Council expressed support to adopt the proposed Ordinance. **Roll Call Vote:** Chandler-Yea, Clark-Yea, Jarriel-Yea, McAuley-Yea, Watford-Yea.

**Motion Carried.**

**MAYOR WATFORD CLOSED THE PUBLIC HEARING AT 7:05 P.M.**



## VII. CITY ATTORNEY UPDATE

- Continuing to work on: an amendment to the Code regarding TRC meetings; merging the Police Officer's and Fire Fighter's Pension Funds; a medical marijuana dispensary ban ordinance; title to Cattlemen's Square, Block L of FLAGLER PARK; and work with the Clerk's Office to address ordinances that require amendments due to the new Charter.
- Drafted the First Right of Refusal, Resolution No. 2023-07.
- Reviewed amendments to proposed Ordinance No. 1276.
- Provided a Release of Lien requested by Mary Kroger, satisfaction of grant requirement.

## VIII. CITY ADMINISTRATOR UPDATE

- Reminded Council to respond to email invitation to participate in the Labor Day Rodeo, September 2 through 4, 2023.
- Announced the City was awarded a \$20,000.00 grant from the Central Florida Regional Planning Council to conduct a marketing and feasibility study.

## IX. COUNCIL COMMENTS

Council Member Jarriel reminded everyone, the Labor Day Rodeo was scheduled for 6:30 P.M., and expressed his preference to regulate storm shutters year-round for safety reasons.

## X. MAYOR WATFORD RECESSED THE REGULAR MEETING AT 7:10 P.M. AND RECONVENED BY OPENING THE SECOND BUDGET WORKSHOP AT 7:20 P.M.

- A. The purpose of the Second Budget Workshop was to discuss the revisions to the proposed FY 2023-24 Budget based on the consensus during the First Budget Workshop and new information received. A **Revised Exhibit 9** was distributed at the meeting, correcting/updating the Intergovernmental revenues to \$2,181,952.00, on pages one through six. Corrected on page 23, the Fire Services Contract to 768,000.00. Updated page 26, revenues on Local Option Gas Tax to \$410,900.00 and Local Alternative Fuel User Fee to \$249,318.00.

Pages one through four were again presented with different summaries for the General Fund Budget with each page having a different Millage Rate option and difference in the amount of funds needed to transfer-in from the Capital Improvement Project Fund (reserves) to balance the Budget. Option one, page one, current Millage Rate, 6.8987. Option two, page two, reducing the current Millage Rate by 25 percent provided a Rate of 6.6487. Option three, page three, the Rollback Millage Rate with the Consumer Price Index applied provided 6.3556. These three options would not require reserve funds. Then, Option four, page four, the Rollback Millage Rate of 6.1801, would require transferring \$74,916.00 from reserves to balance the Budget. Since there was not a consensus from the First Budget Workshop, the General Fund figures were presented utilizing the current Millage Rate, 6.8987. Pages five and six provided a detailed line-item breakdown of the estimated revenues and transfers-in and from other Funds.

The projected expenditures by Department are provided with salaries the same as the First Budget Workshop on pages seven through 25. The differences in figures from the two Workshops or a consensus are noted in bold:

511-Legislative/City Council: **\$175,880.00, increased by \$4,225.00 to include an 8.7 percent annual salary increase effective October 1, 2023, for the Mayor and Council.**

512-Executive/Administration: **\$264,670.00, increased by \$6,300.00 for City Administrator salary.**

1512-Executive/Human Resources (HR): **\$89,140.00, increased \$2,625.00. Line items 001-1512-5200 Operating Supply from zero to \$1,700.00, and 001-1512-5400 Books, Publications, Etc. from \$500.00 to \$1,425.00, of which \$1,525.00 was shifted from the City Clerk's Department.**

2512-Executive/City Clerk: **\$302,065.00, decreased by \$1,525.00. Line Items 001-2512-4909 Miscellaneous from \$2,550.00 to \$1,950.00, and 001-2512-5400 Book, Publications, Etc. from \$2,545.00 to \$1,620.00, to shift specific personnel costs to the HR Department.**

514-Legal Services: \$196,400.00.

513-Finance: \$137,500.00.

519-General Services: \$638,415.00.

521-Police Department: \$3,445,590.00.

522-Fire Department: **\$878,500.00, decreased by \$130,000.00. Line Item 001-522-3400 Other Contractual Services from \$898,000.00 to \$768,000.00, the County transposed a number on the original information provided. The figure continues to be preliminary as requested materials are reviewed.**

541-Public Works: \$1,777,793.00.

**X. SECOND BUDGET WORKSHOP CONTINUED**

- A. Continued.** Public Facilities Improvement Fund, pages 26 and 27, **beginning fund balance decreased from \$1,070,383.00 to \$743,252.00.** Estimated revised revenues decreased from \$1,150,151.00 to \$1,142,859.00; projected transportation related expenditures \$1,268,551.00, plus \$350,000.00 to be transferred-out to the General Fund; **ending fund balance decreased from \$602,438.00 to \$267,650.00.**

The Capital Improvement Projects Fund, pages 28 and 29, beginning fund balance of \$3,827,861.00; estimated revenues \$50,000.00; **projected expenditures increased from \$609,360.00 to \$1,000,000.00.** Line item 304-521-6400 Law Enforcement Capital decreased from \$317,360.00 to \$308,000.00 to shift the \$9,360.00 expense to the Law Enforcement Special Fund; add line item 304-549-6404 Infrastructure for asphalt overlay roadway improvements \$400,000.00; and add a line item to Transfer-out to Appropriations Grant Fund \$3,400.00, deleted the -\$83,196.00 transfer-out to General Fund; **ending fund balance decreased from \$3,351,697.00 to \$2,874,461.00.**

Other Grants Fund, page 30, figures were presented with no estimated revenues or expenditures, this Fund previously documented the Budget for the SE 4<sup>th</sup> Street/Taylor Creek stormwater improvements.

Industrial Development Grant Fund, page 31, estimated revenues from the America Rescue Plan Act Funds, \$1,409,246.00; projected expenditures related to stormwater infrastructure needs including the Commerce Center, \$1,409,246.00.

Appropriations Grant Fund, page 32, estimated revenues \$240,000.00, **plus \$3,400.00 transfer-in from Capital Improvement Projects Fund;** projected expenditures related to SE 8<sup>th</sup> Avenue Stormwater Improvements Phase II decreased from \$243,400.00 to \$195,400.00; **ending fund balance increased from zero to \$48,000.00.**

Other Grant Capital Fund, page 33, figures were presented as follows: estimated revenues, \$660,000.00 from Federal Grants and \$1,200,000.00 from State Grants; projected expenditures related to City Hall hardening construction and renovations, \$1,739,750.00; end fund balance \$120,250.00.

Law Enforcement Special Fund, page 34, beginning fund balance \$16,890.00; estimated revenues \$1,000.00; projected expenditures decreased from \$11,500.00 to \$10,500.00. Line Item 601-549-6400 from \$10,500.00 to \$9,500.00 for body cameras, was shifted from the Capital Improvement Projects Fund; end fund balance \$7,390.00.

To provide Staff direction, a majority consensus from the Council was noted for these topics:

Present the proposed figures at the First Budget Public Hearing on September 5, 2023 using a **Millage Rate of 6.3556.** An informational page was distributed to assist in the discussion of the four options.

**Move forward with budgeting the new Human Resources Director position.**

**Decrease the employee raises from a \$3.00 to \$2.00 per hour effective October 1, 2023, leave the up to 2 percent merit increase, effective June 1, 2023, with annual evaluations.** Two pages were distributed at the meeting to assist with this discussion and provide budget impacts with five salary options. To clarify, this excludes the Mayor and Council salaries which is set by the Charter.

**XI. MAYOR WATFORD CLOSED THE SECOND BUDGET WORKSHOP AND RECONVENED IN REGULAR SESSION AT 8:25 P.M.**

- A.** There were no unfinished items or issues from the Second Budget Workshop to be discussed.

**XII. ADJOURNMENT**

Mayor Watford adjourned the meeting at 8:25 P.M.

**Notation for the Record:** all documents distributed at the meeting have been incorporated within and added to the Official Minute File.

Submitted By:

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Lane Gamiotea, CMC, City Clerk

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





# MEMORANDUM

**TO:** Mayor Watford & City Council

**DATE:** August 28, 2023

**FROM:** City Clerk Gamiotea *gg*

**SUBJECT:** Re-Appointment to the Police Officers Pension Fund, Board of Trustees

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One of the two City residents appointed to the Police Officers Pension Fund Board of Trustees term expires September 30, 2023. He has requested to be re-appointed for another four-year term.

We have advertised for citizens to apply to serve on this Board on multiple media formats since June and have not received any new applications to date.

Please consider re-appointing Mr. Ray Worley Worley to the Police Officers Pension Fund Board of Trustees (City Resident 2 of 2), term being October 1, 2023, through September 30, 2027.

Let me know if you have any questions or need further information.

**ORDINANCE #1276 LANGUAGE AS RECOMMENDED BY THE  
PLANNING BOARD ON 5/18/2023 AND AS APPROVED AT  
FIRST READING ON 6/20/2023, BEFORE AMENDED ON  
8/15/2023:**

**ORDINANCE NO. 1276**

**AN ORDINANCE OF THE CITY OF OKEECHOBEE, FLORIDA;  
AMENDING PART II OF THE CITY OF OKEECHOBEE CODE OF  
ORDINANCES, SUBPART B LAND DEVELOPMENT REGULATIONS,  
CHAPTER 90 ZONING, ARTICLE III DISTRICTS AND DISTRICT  
REGULATIONS, DIVISION 1 GENERALLY, ADDING A NEW SECTION  
90-84, DEFINING PERIODS DURING WHICH STORM SHUTTERS MAY  
NOT REMAIN IN PLACE AND PROVIDING EXCEPTIONS, AS  
SUBMITTED IN LAND DEVELOPMENT TEXT AMENDMENT  
APPLICATION NO. 23-003-TA; PROVIDING FOR CONFLICT;  
PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY;  
PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the City Council of the City of Okeechobee, Florida (City), has adopted Ordinance Number 716, as amended, known as the Land Development Regulations (LDRs); and

**WHEREAS**, the City has a legitimate interest in periodic review of its Ordinances and LDRs in order to address certain inconsistencies or outdated regulations contained in the Codes; to make amendments to meet changing community standards, or to accommodate new development; and to create new ordinance or regulation to better serve the public and to make the Code a more consistent and easier to understand document; and

**WHEREAS**, the Planning Board for the City, acting as the Local Planning Agency, reviewed and discussed the proposed amendments, also known as LDR Text Amendment Application No. 23-003-TA, at a duly advertised Public Hearing held on May 18, 2023, and based on findings of fact by the Planning Staff, hereby recommends certain changes, amendments, or modifications to the Code of Ordinances, to present to the City Council for ordinance adoption and codification; and

**WHEREAS**, the City Council for the City considered the recommendations by the Planning Board and concludes that this Ordinance promotes the public health, safety, and welfare of its citizens and inhabitants of the City, pursuant to Article VIII, Section 1(g), Florida Constitution; and

**WHEREAS**, the City Council for the City finds and determines that these changes, amendments, or modifications to the City's Code of Ordinances are consistent with all applicable policies including the LDRs and the City's adopted Comprehensive Plan and not in conflict with the public interest.

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

**SECTION 1: RECITALS.**

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

**SECTION 2: AMENDMENT TO CHAPTER 90 ZONING.**

That Part II of the Code of Ordinances, Subpart B LDRs, Chapter 90, Zoning, Article III District and District Regulations, Division 1 Generally, is hereby amended to read as follows:

**~~Section 90-84—90-100. Reserved.~~**



**ORDINANCE #1276 LANGUAGE AS RECOMMENDED BY THE  
PLANNING BOARD ON 5/18/2023 AND AS APPROVED AT  
FIRST READING ON 6/20/2023, BEFORE AMENDED ON  
8/15/2023:**

**Section 90-84. Periods during which storm shutters may not remain in place; exceptions.**

**(a) During the period starting on December 1 and ending on May 31, inclusive,**

**(1) Storm shutters or storm panel systems permanently installed, hung, or attached to a building which serve both as architectural features on the building and as protective coverings when closed in the event of a storm shall not remain in a closed/secured position so as to block windows or doors unless a hurricane or tropical storm warning or watch has been issued. In the event of the issuance of a hurricane or tropical storm warning or watch, storm shutters or storm panel systems are allowed to cover the window and/or door openings, but must be removed or opened, as applicable, within 2-weeks of the end of the storm event. If a hurricane or tropical storm watch occurs during the 2-week period, a new 2-week period shall begin upon the publication of a new hurricane or tropical storm warning.**

**(2) Storm shutters or hurricane protection devices that are composed of removable panels shall not be installed so as to block windows or doors unless a hurricane or tropical storm warning or watch has been issued. In the event of the issuance of a hurricane or tropical storm warning or watch, storm shutters or hurricane protection devices are allowed to cover the window and/or door openings, but must be removed or opened, as applicable, within 2-weeks of the end of the storm event. If a hurricane or tropical storm watch occurs during the 2-week period, a new 2-week period shall begin upon the publication of a new hurricane or tropical storm warning.**

**(b) Notwithstanding the above, residents who are planning to be away from the City during hurricane season may be permitted to install storm shutters, storm panels, or hurricane protection devices even when no storm warning or watch has been issued by providing notification to the City General Services Department through the submission of a Storm Protection Extended Duration Notice prior to any proposed period of absence. The Notice shall include statements which certify that the residence will remain vacant during the resident's absence from the City and the exact duration of such vacancy during the hurricane season. The Storm Protection Extended Duration Notice will be made available on the City website.**

**(c) Nothing hereinabove shall be construed as to conflict with the Florida Building Code or the Florida Fire Prevention Code as administered by the appropriate City official(s).**

**Section 90-85—90-100. Reserved.**

**SECTION 3: CONFLICT.**

All Sections or parts of Sections of the City Code of Ordinances in conflict herewith are intended to be repealed to the extent of such conflict.

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

It is the intention of the City Council of the City, and it is hereby ordained that the provisions of this Ordinance shall become and made a part of the City Code of Ordinances, that the Sections of this Ordinance may be renumbered or re-lettered to accomplish such intentions; and the word "Ordinance" may be changed to "Section" or other appropriate word.

**SECTION 5: SEVERABILITY.**

If any Section, subsection, clause, or provision of this Ordinance is declared invalid or unconstitutional by a court of competent jurisdiction, the remainder shall not be affected by such invalidity.

**ORDINANCE #1276 LANGUAGE AS RECOMMENDED BY THE  
PLANNING BOARD ON 5/18/2023 AND AS APPROVED AT  
FIRST READING ON 6/20/2023, BEFORE AMENDED ON  
8/15/2023:**

**SECTION 6: EFFECTIVE DATE.**

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

**INTRODUCED** for First Reading and set for Final Public Hearing on this 20<sup>th</sup> day of June 2023.

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

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

**PASSED AND ADOPTED** after Second Reading and Final Public Hearing this 18<sup>th</sup> day of July 2023. **POSTPONED** to this 15<sup>th</sup> day of August 2023.

As required by City Charter Section C-4.1.C, ordinances shall be adopted by roll call on final reading and recorded, the vote was as follows:

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

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

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

**REVIEWED FOR LEGAL SUFFICIENCY:**

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



**ORDINANCE #1276 AS AMENDED ON 8/15/2023  
AND POSTPONED TO 9/5/2023:**

**ORDINANCE NO. 1276**

AN ORDINANCE OF THE CITY OF OKEECHOBEE, FLORIDA; AMENDING PART II OF THE CITY OF OKEECHOBEE CODE OF ORDINANCES, SUBPART B LAND DEVELOPMENT REGULATIONS, CHAPTER 90 ZONING, ARTICLE III DISTRICTS AND DISTRICT REGULATIONS, DIVISION 1 GENERALLY, ADDING A NEW SECTION 90-84, ~~DEFINING PERIODS DURING WHICH STORM SHUTTERS MAY NOT REMAIN IN PLACE AND PROVIDING EXCEPTIONS~~ STORM SHUTTERS PROTOCOL FOR COMMERCIAL AND RESIDENTIAL STRUCTURES, AS SUBMITTED IN LAND DEVELOPMENT TEXT AMENDMENT APPLICATION NO. 23-003-TA; PROVIDING FOR CONFLICT; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

**WHEREAS**, the City Council of the City of Okeechobee, Florida (City), has adopted Ordinance Number 716, as amended, known as the Land Development Regulations (LDRs); and

**WHEREAS**, the City has a legitimate interest in periodic review of its Ordinances and LDRs in order to address certain inconsistencies or outdated regulations contained in the Codes; to make amendments to meet changing community standards, or to accommodate new development; and to create new ordinance or regulation to better serve the public and to make the Code a more consistent and easier to understand document; and

**WHEREAS**, the Planning Board for the City, acting as the Local Planning Agency, reviewed and discussed the proposed amendments, also known as LDR Text Amendment Application No. 23-003-TA, at a duly advertised Public Hearing held on May 18, 2023, and based on findings of fact by the Planning Staff, hereby recommends certain changes, amendments, or modifications to the Code of Ordinances, to present to the City Council for ordinance adoption and codification; and

**WHEREAS**, the City Council for the City considered the recommendations by the Planning Board and concludes that this Ordinance promotes the public health, safety, and welfare of its citizens and inhabitants of the City, pursuant to Article VIII, Section 1(g), Florida Constitution; and

**WHEREAS**, the City Council for the City finds and determines that these changes, amendments, or modifications to the City's Code of Ordinances are consistent with all applicable policies including the LDRs and the City's adopted Comprehensive Plan and not in conflict with the public interest.

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

**SECTION 1: RECITALS.**

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

**SECTION 2: AMENDMENT TO CHAPTER 90 ZONING.**

That Part II of the Code of Ordinances, Subpart B LDRs, Chapter 90, Zoning, Article III District and District Regulations, Division 1 Generally, is hereby amended to read as follows:

~~Section 90-84—90-100. Reserved.~~

Language to be added is underlined.

Language to be deleted is ~~struck through~~.

Language in RED was amended during the 8/15/2023 Public Hearing

**ORDINANCE #1276 AS AMENDED ON 8/15/2023  
AND POSTPONED TO 9/5/2023:**

**Section 90-84. ~~Periods during which storm shutters may not remain in place; exceptions~~ Storm Shutters Protocol for Commercial and Residential Structures.**

~~(a) During the period starting on December 1 and ending on May 31, inclusive,~~

(1) Storm shutters or storm panel systems permanently installed, hung, or attached to a building which serve both as architectural features on the building and as protective coverings when closed in the event of a storm shall not remain in a closed/secured position so as to block windows or doors unless a hurricane or tropical storm warning or watch has been issued. In the event of the issuance of a hurricane or tropical storm warning or watch, storm shutters or storm panel systems are allowed to cover the window and/or door openings, but must be removed or opened, as applicable, within 2-weeks of the end of the storm event. If a hurricane or tropical storm watch occurs during the 2-week period, a new 2-week period shall begin upon the publication of a new hurricane or tropical storm warning.

(2) Storm shutters or hurricane protection devices that are composed of removable panels shall not be installed so as to block windows or doors unless a hurricane or tropical storm warning or watch has been issued. In the event of the issuance of a hurricane or tropical storm warning or watch, storm shutters or hurricane protection devices are allowed to cover the window and/or door openings, but must be removed or opened, as applicable, within 2-weeks of the end of the storm event. If a hurricane or tropical storm watch occurs during the 2-week period, a new 2-week period shall begin upon the publication of a new hurricane or tropical storm warning.

~~(b)~~

(3) Notwithstanding the above, residents who are planning to be away from the City ~~during hurricane season~~ may be permitted to install storm shutters, storm panels, or hurricane protection devices even when no storm warning or watch has been issued by providing notification to the City General Services Department, ~~through the submission of a Storm Protection Extended Duration Notice prior to any proposed period of absence.~~ The Notice shall include statements which certify that the residence will remain vacant during the resident's absence from the City and the exact duration of such vacancy, ~~during the hurricane season.~~ The ~~Storm Protection Extended Duration~~ Notice ~~form~~ will be made available on the City website.

~~(c)~~

(4) Nothing hereinabove shall be construed as to conflict with the Florida Building Code or the Florida Fire Prevention Code as administered by the appropriate City official(s).

**Section 90-85—90-100. Reserved.**

**SECTION 3: CONFLICT.**

All Sections or parts of Sections of the City Code of Ordinances in conflict herewith are intended to be repealed to the extent of such conflict.

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

It is the intention of the City Council of the City, and it is hereby ordained that the provisions of this Ordinance shall become and made a part of the City Code of Ordinances, that the Sections of this Ordinance may be renumbered or re-lettered to accomplish such intentions; and the word "Ordinance" may be changed to "Section" or other appropriate word.

Language to be added is underlined.

Language to be deleted is ~~struck through~~.

Language in RED was amended during the 8/15/2023 Public Hearing



**ORDINANCE #1276 AS AMENDED ON 8/15/2023  
AND POSTPONED TO 9/5/2023:**

**SECTION 5: SEVERABILITY.**

If any Section, subsection, clause, or provision of this Ordinance is declared invalid or unconstitutional by a court of competent jurisdiction, the remainder shall not be affected by such invalidity.

**SECTION 6: EFFECTIVE DATE.**

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

**INTRODUCED** for First Reading and set for Final Public Hearing on this 20<sup>th</sup> day of June 2023.

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

ATTEST:

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

**PASSED AND ADOPTED** after Second Reading and Final Public Hearing this 18<sup>th</sup> day of July 2023. **POSTPONED** to this 15<sup>th</sup> day of August 2023. **POSTPONED** to this 5<sup>th</sup> day of September 2023.

As required by City Charter Section C-4.1.C, ordinances shall be adopted by roll call on final reading and recorded, the vote was as follows:

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

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

ATTEST:

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

**REVIEWED FOR LEGAL SUFFICIENCY:**

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

Language to be added is underlined.

Language to be deleted is ~~struck through~~.

Language in RED was amended during the 8/15/2023 Public Hearing

**PROPOSED AMENDMENTS FROM STAFF FOR ORDINANCE  
#1276 FOR COUNCIL CONSIDERATION AT THE 9/5/2023  
PUBLIC HEARING:**

**ORDINANCE NO. 1276**

AN ORDINANCE OF THE CITY OF OKEECHOBEE, FLORIDA; AMENDING PART II OF THE CITY OF OKEECHOBEE CODE OF ORDINANCES, SUBPART B LAND DEVELOPMENT REGULATIONS, CHAPTER 90 ZONING, ARTICLE III DISTRICTS AND DISTRICT REGULATIONS, DIVISION 1 GENERALLY, ADDING A NEW SECTION 90-84, DEFINING STORM SHUTTERS PROTOCOL GUIDELINES FOR COMMERCIAL AND RESIDENTIAL STRUCTURES, PROHIBITING STORM SHUTTERS FROM BEING LEFT IN PLACE AND PROVIDING EXCEPTIONS, AS SUBMITTED IN LAND DEVELOPMENT TEXT AMENDMENT APPLICATION NO. 23-003-TA; PROVIDING FOR CONFLICT; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

**WHEREAS**, the City Council of the City of Okeechobee, Florida (City), has adopted Ordinance Number 716, as amended, known as the Land Development Regulations (LDRs); and

**WHEREAS**, the City has a legitimate interest in periodic review of its Ordinances and LDRs in order to address certain inconsistencies or outdated regulations contained in the Codes; to make amendments to meet changing community standards, or to accommodate new development; and to create new ordinance or regulation to better serve the public and to make the Code a more consistent and easier to understand document; and

**WHEREAS**, the Planning Board for the City, acting as the Local Planning Agency, reviewed and discussed the proposed amendments, also known as LDR Text Amendment Application No. 23-003-TA, at a duly advertised Public Hearing held on May 18, 2023, and based on findings of fact by the Planning Staff, hereby recommends certain changes, amendments, or modifications to the Code of Ordinances, to present to the City Council for ordinance adoption and codification; and

**WHEREAS**, the City Council for the City considered the recommendations by the Planning Board and concludes that this Ordinance promotes the public health, safety, and welfare of its citizens and inhabitants of the City, pursuant to Article VIII, Section 1(g), Florida Constitution; and

**WHEREAS**, the City Council for the City finds and determines that these changes, amendments, or modifications to the City's Code of Ordinances are consistent with all applicable policies including the LDRs and the City's adopted Comprehensive Plan and not in conflict with the public interest; and

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

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

**SECTION 1: RECITALS.**

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

If applicable, language to be added is underlined.  
If applicable, language to be deleted is ~~struck through~~.

**PROPOSED AMENDMENTS FROM STAFF FOR ORDINANCE  
#1276 FOR COUNCIL CONSIDERATION AT THE 9/5/2023  
PUBLIC HEARING:**

**SECTION 2: AMENDMENT TO CHAPTER 90 ZONING.**

That Part II of the Code of Ordinances, Subpart B LDRs, Chapter 90, Zoning, Article III District and District Regulations, Division 1 Generally, is hereby amended to read as follows:

~~Section 90-84—90-100. Reserved.~~

Section 90-84. Storm Shutters ~~Protocol~~ Guidelines for Commercial and Residential Structures.

- (1) Storm shutters or storm panel systems permanently installed, hung, or attached to a commercial or residential structure ~~building which serve both as architectural features on the building and~~ as protective coverings when closed in the event of a storm shall not remain in a closed/secured position so as to block windows or doors unless a hurricane or tropical storm warning or watch has been issued. In the event of the issuance of a hurricane or tropical storm warning or watch, storm shutters or storm panel systems are allowed to cover the window and/or door openings, but must be removed or opened, as applicable, within 2-weeks of the end of the storm event for all window and/or door openings which serve as the sole ingress/egress for a room to the exterior of the structure and within 4-weeks of the end of the storm event for all other windows and doors. If a hurricane or tropical storm watch occurs during the 2-week period, a new 2-week period shall begin upon the publication of a new hurricane or tropical storm warning.
- (2) Storm shutters or hurricane protection devices that are composed of removable panels shall not be installed so as to block windows or doors unless a hurricane or tropical storm warning or watch has been issued. In the event of the issuance of a hurricane or tropical storm warning or watch, storm shutters or hurricane protection devices are allowed to cover the window and/or door openings, but must be removed or opened, as applicable, within 2-weeks of the end of the storm event for all window and/or door openings which serve as the sole ingress/egress for a room to the exterior of the structure and within 4-weeks of the end of the storm event. If a hurricane or tropical storm watch occurs during the 2-week period, a new 2-week period shall begin upon the publication of a new hurricane or tropical storm warning.
- (3) Notwithstanding the above, residents who are planning to be away from the City may be permitted to install storm shutters, storm panels, or hurricane protection devices even when no storm warning or watch has been issued by providing notification to the City General Services Department. The Notice shall include statements which certify that the residence will remain vacant during the resident's absence from the City and the exact duration of such vacancy. The Notice form will be made available on the City website.
- (4) Nothing hereinabove shall be construed as to conflict with the Florida Building Code or the Florida Fire Prevention Code as administered by the appropriate City official(s).

~~Section 90-85—90-100. Reserved.~~

**SECTION 3: CONFLICT.**

All Sections or parts of Sections of the City Code of Ordinances in conflict herewith are intended to be repealed to the extent of such conflict.

If applicable, language to be added is underlined.  
If applicable, language to be deleted is ~~struck through~~.



**PROPOSED AMENDMENTS FROM STAFF FOR ORDINANCE  
#1276 FOR COUNCIL CONSIDERATION AT THE 9/5/2023  
PUBLIC HEARING:**

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

It is the intention of the City Council of the City, and it is hereby ordained that the provisions of this Ordinance shall become and made a part of the City Code of Ordinances, that the Sections of this Ordinance may be renumbered or re-lettered to accomplish such intentions; and the word "Ordinance" may be changed to "Section" or other appropriate word.

**SECTION 5: SEVERABILITY.**

If any Section, subsection, clause, or provision of this Ordinance is declared invalid or unconstitutional by a court of competent jurisdiction, the remainder shall not be affected by such invalidity.

**SECTION 6: EFFECTIVE DATE.**

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

**INTRODUCED** for First Reading and set for Final Public Hearing on this 20<sup>th</sup> day of June 2023.

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

ATTEST:

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

**PASSED AND ADOPTED** after Second Reading and Final Public Hearing this 18<sup>th</sup> day of July 2023. **POSTPONED** to this 15<sup>th</sup> day of August 2023. **POSTPONED** to this 5<sup>th</sup> day of September 2023.

As required by City Charter Section C-4.1.C, ordinances shall be adopted by roll call on final reading and recorded, the vote was as follows:

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

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

ATTEST:

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

**REVIEWED FOR LEGAL SUFFICIENCY:**

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

If applicable, language to be added is underlined.  
If applicable, language to be deleted is ~~struck through~~.

## ORDINANCE NO. 1279

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF OKEECHOBEE, FLORIDA; LEVYING THE AD VALOREM PROPERTY TAX MILLAGE RATE FOR MUNICIPAL PURPOSES ON ALL TAXABLE PROPERTY WITHIN THE CITY IN ACCORDANCE WITH THE PROVISIONS OF STATE LAW FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2023 AND ENDING SEPTEMBER 30, 2024; PROVIDING THAT 6.3556 PER THOUSAND DOLLAR VALUATION SHALL NOT BE LEVIED ON HOMESTEAD PROPERTY; THAT 6.3556 VALUATION SHALL BE USED FOR GENERAL CITY PURPOSES; THAT SAID MILLAGE RATE IS 2.84 PERCENT MORE THAN THE ROLL-BACK RATE OF 6.1801 COMPUTED IN ACCORDANCE WITH FLORIDA STATUTE 200.065(1); PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

**WHEREAS**, Section 200.001(8)(f), Florida Statutes provides that “voted millage” or “voted levies” means ad valorem taxes in excess of maximum millage amounts authorized by law approved for periods not longer than two (2) years by vote of the electors pursuant to Section 9(b), Article VII of the State Constitution or ad valorem taxes levied for purposes provided in Section 12, Article VII of the State Constitution; and

**WHEREAS**, Section 200.001(2)(a), Florida Statutes provides that “general municipal millage” shall be that non-voted millage rate set by the governing body; and

**WHEREAS**, Section 200.065, Florida Statutes governs the adoption and levying of millage rates and provides that the City Council of the City of Okeechobee shall comply with the controlling provisions of Florida law in adoption of any millage rates, including municipal debt service millage, voted millage, and voted levies; and

**WHEREAS**, Section 200.065, Florida Statutes provides that the City Council as the governing body of the City of Okeechobee and as its taxing authority must adopt a resolution or ordinance in order to levy any millage in the manner specifically provided by general law or special act; and

**WHEREAS**, October 1, 2023 is the commencement of the Fiscal Year for the City of Okeechobee, which shall end on September 30, 2024; and

**WHEREAS**, the City of Okeechobee, Florida, held public hearings as required by Section 200.065, Florida Statutes, on September 5, 2023, and September 25, 2023; and

**WHEREAS**, the City of Okeechobee, Florida has complied with all other requirements of law.

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

**SECTION 1:** The foregoing “WHEREAS” clauses are ratified and confirmed as being true and correct and are made a specific part of this Ordinance.

**SECTION 2:** The ad valorem property tax operating millage rate for municipal purposes is hereby levied on the taxable property within the corporate boundaries of the City of Okeechobee for Fiscal Year beginning October 1, 2023 and ending September 30, 2024.

The City Council of the City of Okeechobee, Florida, hereby levies a tax of 6.3556 per thousand-dollar valuation on all real and tangible personal property within the corporate boundaries of the City of Okeechobee, provided however, that 6.3556 shall not be levied upon property in the City of Okeechobee claimed and allowed as homestead on the general laws of the State of Florida.

**SECTION 3:** The millage rate adopted is 2.84 percent more than the roll-back of 6.1801 as computed in accordance with Florida Statutes Section 200.065(1).

**SECTION 4:** That this Ordinance was proposed, considered, and adopted under the provisions of Florida Statutes Chapter 166 and Section 200.065, in conformance with applicable law and the State Constitution.

**SECTION 5:** The Finance Director shall furnish a certified copy of this Ordinance upon second reading and final adoption to the Okeechobee County Property Appraiser, the Okeechobee County Tax Collector, and the Florida Department of Revenue as required by law.

**SECTION 6:** All ordinances or parts of ordinances in conflict herewith are hereby repealed.

**SECTION 7:** The provisions within this Ordinance shall take effect October 1, 2023.

**INTRODUCED** for First Reading and Public Hearing on the 5<sup>th</sup> day of September 2023.

ATTEST:

Dowling R. Watford, Jr., Mayor

Lane Gamiotea, CMC, City Clerk

**PASSED AND ADOPTED** after Second Reading and Final Public Hearing on the 25<sup>th</sup> day of September 2023.

As required by City Charter Section C-4.1.C, ordinances shall be adopted by roll call on final reading and recorded, the vote was as follows:

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

ATTEST:

Dowling R. Watford, Jr., Mayor

Lane Gamiotea, CMC, City Clerk

**REVIEWED FOR LEGAL SUFFICIENCY:**

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



**ORDINANCE NO. 1280**

**AN ORDINANCE ADOPTING AN ANNUAL BUDGET FOR THE CITY OF OKEECHOBEE, FLORIDA; FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2023, AND ENDING SEPTEMBER 30, 2024; APPROPRIATING FUNDS FOR OPERATING EXPENSES OF THE CITY OF OKEECHOBEE FOR THE GENERAL OPERATION OF THE SEVERAL DEPARTMENTS OF THE CITY AND OTHER FIXED OBLIGATIONS OF THE CITY FOR AND DURING THE FISCAL YEAR; PROVIDING FOR CONFLICT AND SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.**

- WHEREAS**, the City of Okeechobee adopts a final budget and appropriates funds on an annual basis for the general operation of several departments of the City; and
- WHEREAS**, the City of Okeechobee held budget workshops on August 1, 2023, and August 15, 2023; and
- WHEREAS**, Section 166.241, Florida Statutes provides specific requirements to which municipalities must comply with regard to budgets and budget amendments; and
- WHEREAS**, State law requires that municipal budgets are balanced and adopted annually, and the adoption must be by resolution or ordinance including provisions relating to the methods and timing of budget amendments; and
- WHEREAS**, the 2023 tax assessment role for the City of Okeechobee has been paired, equalized, and certified, showing: Total taxable value of real and personal property: \$450,072,897.00; and
- WHEREAS**, the process of the adoption of the annual budget is governed by Chapter 200, Florida Statutes, requiring calculation of the rolled-back tax rate and percentage increase over the rolled-rate, certain public notices, public hearings, format of required ordinances, and the like.
- NOW, THEREFORE**, be it ordained by the City Council of the City of Okeechobee, Florida; presented at a duly advertised public meeting; and passed by majority vote of the City Council; and properly executed by the Mayor or designee, as Chief Presiding Officer for the City:

- SECTION 1:** The foregoing “WHEREAS” clauses are ratified and confirmed as being true and correct and are made a specific part of this Ordinance.
- SECTION 2:** The City Council of the City of Okeechobee, Florida, after having held a public hearing on the annual Budget, including General Fund, Public Facilities Improvement Fund, Capital Improvement Projects Fund, Industrial Development Grant Fund, Appropriations Grant Fund, Other Grant Capital Fund, and Law Enforcement Special Fund, hereby adopts as its annual Budget the expenditures, as fully set forth below, for the Fiscal Year beginning October 1, 2023, and ending September 30, 2024.

**GENERAL FUND**

**Revenues:**

Fund Balance	\$ 4,342,501.00
Ad Valorem Taxes, Millage Rate: 6.3556	\$ 2,746,064.00
Other Fees	\$ 851,000.00
Intergovernmental Revenue	\$ 2,215,952.00
Charges for Current Services	\$ 1,531,700.00
Fines, Forfeitures and Penalties	\$ 26,400.00
Uses of Money and Property	\$ 365,000.00
Other Revenues	\$ 50,800.00
<b>TOTAL REVENUES</b>	<b>\$ 12,129,417.00</b>
Transfer-In from Public Facilities Improvement Fund	\$ 350,000.00
<b>TOTAL REVENUES AND TRANSFERS</b>	<b>\$ 12,479,417.00</b>

**GENERAL FUND CONTINUED****Expenditures:**

Legislative	\$ 175,880.00
Executive	\$ 259,770.00
Human Resources	\$ 89,140.00
City Clerk	\$ 300,540.00
Legal Counsel	\$ 196,400.00
Financial Services	\$ 362,325.00
General Services	\$ 632,815.00
Law Enforcement	\$ 3,383,300.00
Fire Protection	\$ 878,500.00
Road and Street Facilities	\$ 1,749,153.00
<b>TOTAL EXPENDITURES</b>	<b>\$ 8,027,823.00</b>

Transfer-Out to Capital Improvement Project Fund	\$ 109,094.00
<b>TOTAL EXPENDITURES AND TRANSFERS</b>	<b>\$ 8,136,917.00</b>

<b>GENERAL FUND BALANCE</b>	<b>\$ 4,342,500.00</b>
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**PUBLIC FACILITIES IMPROVEMENT FUND****Revenues:**

Fund Balance	\$ 743,252.00
Revenues	\$ 1,142,859.00
<b>TOTAL REVENUES</b>	<b>\$ 1,886,111.00</b>

**Expenditures:**

<b>TOTAL EXPENDITURES:</b>	<b>\$ 1,268,551.00</b>
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Transfer-Out to General Fund	\$ 350,000.00
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<b>TOTAL EXPENDITURES AND TRANSFERS</b>	<b>\$ 1,618,551.00</b>
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<b>PUBLIC FACILITIES IMPROVEMENT FUND BALANCE</b>	<b>\$ 267,560.00</b>
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**CAPITAL IMPROVEMENT PROJECTS FUND****Revenues:**

Fund Balance	\$ 3,827,861.00
Revenues	\$ 50,000.00
<b>TOTAL REVENUES</b>	<b>\$ 3,877,861.00</b>

Transfer-In from General Fund	\$ 109,094.00
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<b>TOTAL REVENUES AND TRANSFERS</b>	<b>\$ 3,986,955.00</b>
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**Expenditures:**

<b>TOTAL EXPENDITURES</b>	<b>\$ 1,000,000.00</b>
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Transfer-Out to Appropriations Grant Funds	\$ 3,400.00
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<b>TOTAL EXPENDITURES AND TRANSFERS</b>	<b>\$ 1,003,400.00</b>
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<b>CAPITAL IMPROVEMENT PROJECTS FUND BALANCE</b>	<b>\$ 2,983,555.00</b>
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**INDUSTRIAL DEVELOPMENT GRANT FUND****Revenues:**

Fund Balance	\$ 0.00
Revenues	\$ 1,409,246.00
<b>TOTAL REVENUES</b>	<b>\$ 1,409,246.00</b>

**Expenditures:**

<b>TOTAL EXPENDITURES</b>	<b>\$ 1,409,246.00</b>
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<b>INDUSTRIAL DEVELOPMENT GRANT FUND BALANCE</b>	<b>\$ 0.00</b>
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**APPROPRIATIONS GRANT FUND****Revenues:**

Fund Balance	\$ 0.00
Revenues	\$ 240,000.00
<b>TOTAL REVENUES</b>	<b>\$ 240,000.00</b>

**APPROPRIATIONS GRANT FUND CONTINUED**

Transfer-In from Capital Improvement Projects Fund	\$ 3,400.00
<b>TOTAL REVENUES AND TRANSFERS</b>	<b>\$ 243,400.00</b>

**Expenditures:**

<b>TOTAL EXPENDITURES</b>	<b>\$ 195,400.00</b>
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<b>APPROPRIATIONS GRANT FUND BALANCE</b>	<b>\$ 48,000.00</b>
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**OTHER GRANT CAPITAL FUND****Revenues:**

Fund Balance	\$ 0.00
Revenues	\$ 1,860,000.00
<b>TOTAL REVENUES</b>	<b>\$ 1,860,000.00</b>

**Expenditures:**

<b>TOTAL EXPENDITURES</b>	<b>\$ 1,739,750.00</b>
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<b>OTHER GRANT CAPITAL FUND BALANCE</b>	<b>\$ 120,250.00</b>
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**LAW ENFORCEMENT SPECIAL FUND****Revenues:**

Fund Balance	\$ 16,890.00
Revenues	\$ 1,000.00
<b>TOTAL REVENUES</b>	<b>\$ 17,890.00</b>

**Expenditures:**

<b>TOTAL EXPENDITURES</b>	<b>\$ 10,500.00</b>
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<b>LAW ENFORCEMENT SPECIAL FUND BALANCE</b>	<b>\$ 7,390.00</b>
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**SECTION 3:** That this Ordinance was proposed, considered, and adopted under the provisions of Chapter 166 and 200.065 Florida Statutes.

**SECTION 4:** The Finance Director shall furnish a certified copy of this Ordinance upon second reading and final adoption to the Okeechobee County Property Appraiser, the Okeechobee County Tax Collector, and the Florida Department of Revenue as required by law.

**SECTION 5:** All ordinances or parts of ordinances in conflict herewith are hereby repealed.

**SECTION 6:** The City Administrator, through the Finance Director, is hereby authorized and directed to disburse monies for the purpose of meeting the expenses and expenditures of the City as appropriated.

**SECTION 7:** Effective Date. This Ordinance shall be effective October 1, 2023.

**INTRODUCED** for First Reading and Public Hearing on the 5<sup>th</sup> day of September 2023.

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Dowling R. Watford, Jr., Mayor

**ATTEST:**

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Lane Gamiotea, CMC, City Clerk



**PASSED AND ADOPTED** after Second Reading and Final Public Hearing on the **25<sup>th</sup>** day of **September 2023**.

As required by City Charter Section C-4.1.C, ordinances shall be adopted by roll call on final reading and recorded, the vote was as follows:

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

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

**ATTEST:**

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

**REVIEWED FOR LEGAL SUFFICIENCY:**

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



# City of Okeechobee

To: Mayor & City Council

From: Gary Ritter, City Administrator  
India Riedel, Finance Dept.

RE: Contract for Professional Audit Services

Date: September 5, 2023 Agenda Item

Recommend approval of ranking and contract with Carr, Riggs & Ingram LLC for a 3 year contract with 2 additional options to renew.

## GENERAL BID TABULATION AND RANKING - 08/17/2023

### PROFESSIONAL AUDITING SERVICES

#### RFP NO. ADM 01-32-07-23

Firms/Proposers	Ranking	Total Average Points	Required Criteria	1st Year Cost	Singal Audit Cost
Carr, Riggs and Ingram LLC 215 Baytree Dr Melbourne, FL 32940	1	98	Yes	\$35,000	\$5,000
CliftonLarsonAllen LLP 2523 UW Highway 27 S Sebring, FL 33870	2	85.5	Yes	\$59,325	\$7,125

#### Timelines

07/19/2023: Posting to website and Advertisement

07/19/2023: Emails sent to current vendor listing

07/27/2023: Questions and Answers posted to website

08/07/2023: Proposals presented to Audit Committee for review and individual ranking

08/17/2023: Audit Committee met, reviewed and ranked firms

**PROFESSIONAL SERVICES AGREEMENT  
BETWEEN  
THE CITY OF OKEECHOBEE  
AND  
CARR, RIGGS AND INGRAM LLC**

**THE PROFESSIONAL SERVICES AGREEMENT** (this “Agreement”) is made effective as of the 5 day of September, 2023 (the “Effective Date”), by and between the CITY OF OKEECHOBEE, a Florida municipal corporation, whose principal address is 55 SE 3rd Avenue, Room 100, Okeechobee, FL 34974 (hereinafter the “City”), and Carr, Riggs and Ingram LLC, a Florida Corporation, whose address is 215 Baytree Drive, Melbourne, FL 32940 (hereinafter, the “Auditor”).

**WHEREAS**, the Auditor will perform services on behalf of the City, all as further set forth in the Proposal dated July 28, 2023, attached hereto as Exhibit “B” (the “Services”); and

**WHEREAS**, the Auditor and City, through mutual negotiation, have agreed upon a fee for the Services based on the Proposal dated July 29, 2023; and

**WHEREAS**, the City desires to engage the Auditor to perform the Services and provide the deliverables as specified below.

**NOW, THEREFORE**, in consideration of the mutual covenants and conditions contained herein, the Auditor and the City agree as follows:

**1. Scope of Services.**

1.1 Auditor shall provide the Services set forth in the Request for Proposal No. ADM 01-32-07-23 attached hereto as Exhibit "B", and incorporated herein by reference.

**2. Term/Commencement Date.**

2.1 This Agreement shall become effective upon the Effective Date and shall remain in effect for three (3) years thereafter, unless earlier terminated in accordance with Paragraph 8. The City shall have the right to renew the term of the Agreement for two (2) additional one (1) year terms, upon the same terms and conditions, and



upon written notice to Auditor at least thirty (30) days prior to expiration of the term.

2.2 Auditor agrees that time is of the essence and Auditor shall complete the Services within the term of this Agreement, unless extended by the City Administrator.

**3. Compensation and Payment.**

3.1 Compensation for Services provided by Auditor shall be in accordance with the Proposal attached hereto as Exhibit "B." in accordance with the rate/fee schedule attached hereto as Exhibit "C."

3.2 Auditor shall deliver an invoice to City no more often than once per month detailing Services completed and the amount due to Auditor under this Agreement. Fees shall be paid in arrears, pursuant to Auditor's invoice, which shall be based upon the percentage of work completed for each task invoiced. The City shall pay the Auditor in accordance with the Florida Prompt Payment Act after approval and acceptance of the Services by the City Administrator.

**4. Subconsultants.**

4.1 The Auditor shall be responsible for all payments to any Subconsultants and shall maintain responsibility for all work related to the Services.

4.2 Auditor may only utilize the services of a particular subconsultant with the prior written approval of the City Administrator, which approval shall be granted or withheld in the City Administrator's sole and absolute discretion.

**5. City's Responsibilities.**

5.1 City shall make available any records, accounts, reports, staff and representatives, and other data pertinent to the Services and in possession of the City, and provide criteria requested by Auditor to assist Auditor in performing the Services.

5.2 Upon Auditor's request, City shall reasonably cooperate in arranging access to public information that may be required for Auditor to perform the Services.

**6. Auditor's Responsibilities.**

6.1 The Auditor shall exercise the same degree of care, skill and diligence in the performance of the Services as is ordinarily provided by a consultant under similar circumstances. If at any time during the term of this Agreement or within two (2) years from the completion of this Agreement, it is determined that the Auditor's Deliverables or Services are incorrect, not properly rendered, defective,

or fail to conform to City requests, the Auditor shall at Auditor's sole expense, immediately correct its Deliverables or Services.

6.2 The Auditor hereby warrants and represents that at all times during the term of this Agreement it shall maintain in good standing all required licenses, certifications and permits required under Federal, State and local laws applicable to and necessary to perform the Services for City as an independent contractor of the City.

**7. Conflict of Interest.**

7.1 The Auditor shall not engage in any other professional or financial activities that could create a conflict of interest with its obligations under this Agreement. This includes, but is not limited to, providing auditing or consulting services to competitors of the City or any private sector entities (including, but not limited to, developers, corporations, and real estate investors) having any current or foreseeable future adversarial issues in the City; engaging in financial or business relationships that could compromise independence; or participating in activities that could compromise Auditor's objectivity or impartiality.

**8. Termination.**

8.1 The City Administrator, without cause, may terminate this Agreement upon sixty (60) calendar days written notice to the Auditor, or immediately with cause.

8.2 Upon receipt of the City's written notice of termination, Auditor shall immediately stop work on the project unless directed otherwise by the City Administrator.

8.3 In the event of termination by the City, the Auditor shall be paid for all work accepted by the City Administrator up to the date of termination, provided that the Auditor has first complied with the provisions of Paragraph 8.4.

8.4 The Auditor shall transfer all books, records, reports, working drafts, documents, maps, and data pertaining to the Services and the project to the City, in a hard copy and electronic format within fourteen (14) days from the date of the written notice of termination or the date of expiration of this Agreement.

**9. Insurance.**

9.1 Requirement. Auditor shall secure and maintain throughout the duration of this agreement insurance of such types and in such amounts not less than those specified below as satisfactory to City, naming the City as an Additional Insured, underwritten by a firm rated A-X or better by A.M. Best and qualified to do business in the State of Florida. The insurance coverage shall be primary insurance with respect to the City, its officials, employees, agents and volunteers naming the City as Additional Insured. Any insurance maintained by the City shall be in excess of the Auditor's insurance and shall not contribute to the Auditor's insurance. The

insurance coverages shall include at a minimum the amounts set forth in this section and may be increased by the City as it deems necessary or prudent.

- a. Commercial General Liability coverage with limits of liability of not less than a \$1,000,000 per Occurrence combined single limit for Bodily Injury and Property Damage. This Liability Insurance shall also include Completed Operations and Product Liability coverages and eliminate the exclusion with respect to property under the care, custody and control of Auditor. The General Aggregate Liability limit and the Products/Completed Operations Liability Aggregate limit shall be in the amount of \$2,000,000 each.
- b. Workers Compensation and Employer's Liability insurance, to apply for all employees for statutory limits as required by applicable State and Federal laws. The policy(ies) must include Employer's Liability with minimum limits of \$1,000,000.00 each accident. No employee, subconsultant or agent of the Auditor shall be allowed to provide Services pursuant to this Agreement who is not covered by Worker's Compensation insurance.
- c. Business Automobile Liability with minimum limits of \$1,000,000 per Occurrence, combined single limit for Bodily Injury and Property Damage. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability policy, without restrictive endorsements, as filed by the Insurance Service Office, and must include Owned, Hired, and Non-Owned Vehicles.
- d. Professional Liability, Malpractice and Errors and Omissions Insurance in an amount of not less than \$1,000,000.00 per occurrence, single limit.

9.2 **Certificate of Insurance.** Certificates of Insurance shall be provided to the City, reflecting the City as an Additional Insured (except with respect to professional Liability Insurance and Worker's Compensation Insurance), no later than ten (10) days after award of this Agreement and prior to the execution of this Agreement by City and prior to commencing Services. Each certificate shall include no less than (30) thirty-day advance written notice to City prior to cancellation, termination, or material alteration of said policies or insurance. The Auditor shall be responsible for assuring that the insurance certificates required by this Section remain in full force and effect for the duration of this Agreement, including any extensions or renewals that may be granted by the City. The Certificates of Insurance shall not only name the types of policy(ies) provided, but also shall refer specifically to this Agreement and shall state that such insurance is as required by this Agreement. The City reserves the right to inspect and return a certified copy of such policies, upon written request by the City. If a policy is due to expire prior to the completion of the Services, renewal Certificates of Insurance shall be furnished thirty (30) calendar days prior to the date of their policy expiration. Each policy certificate shall be endorsed with a provision that not less than thirty (30) calendar days' written notice shall be provided to the City before any policy or coverage is cancelled or restricted. Acceptance of the Certificate(s) is subject to approval of the City.



9.3 **Additional Insured.** Except with respect to Professional Liability Insurance and Worker's Compensation Insurance, the City is to be specifically included as an Additional Insured for the liability of the City resulting from Services performed by or on behalf of the Auditor in performance of this Agreement. The Auditor's insurance, including that applicable to the City as an Additional Insured, shall apply on a primary basis and any other insurance maintained by the City shall be in excess of and shall not contribute to the Auditor's insurance. The Auditor's insurance shall contain a severability of interest provision providing that, except with respect to the total limits of liability, the insurance shall apply to each Insured or Additional Insured (for applicable policies) in the same manner as if separate policies had been issued to each.

9.4 **Loss Payee.** The City is to be specifically named as a loss payee under the Auditor's Professional Insurance policy so that the City will be a third-party beneficiary entitled to receive all money payable under the relevant policy for any claims, damages, or losses in connection with, related to, or arising from Auditor's Services or performance pursuant to this Agreement.

9.5 **Deductibles.** All deductibles or self-insured retentions must be declared to and be reasonably approved by the City. The Auditor shall be responsible for the payment of any deductible or self-insured retentions in the event of any claim.

9.6 **Survival.** The provisions of this section shall survive termination of this Agreement.

**10. Nondiscrimination.**

10.1 During the term of this Agreement, Auditor shall not discriminate against any of its employees or applicants for employment because of their race, color, religion, sex, or national origin, and to abide by all Federal and State laws regarding nondiscrimination.

**11. Attorney Fees and Waiver of Jury Trial.**

11.1 In the event of any litigation arising out of this Agreement, the prevailing party shall be entitled to recover its attorneys' fees and costs, including the fees and expenses of any paralegals, law clerks and legal assistants, and including fees and expenses charged for representation at both the trial and appellate levels.

11.2 IN THE EVENT OF ANY LITIGATION ARISING OUT OF THIS AGREEMENT, EACH PARTY HEREBY KNOWINGLY, IRREVOCABLY, VOLUNTARILY AND INTENTIONALLY WAIVES ITS RIGHT TO TRIAL BY JURY.

**12. Indemnification.**

12.1 Auditor shall indemnify and hold harmless the City, its officers, agents and employees, from and against any and all demands, claims, losses, suits, liabilities, causes of action, judgment or damages, arising from Auditor's negligent acts, errors, or omissions arising out of the performance or non-performance of any provision of this Agreement, including, but not limited to, liabilities arising from contracts between the Auditor and third parties made pursuant to this Agreement. Auditor shall reimburse the City for all its expenses including reasonable attorneys' fees and costs incurred in and about the defense of any such claim or investigation and for any judgment or damages arising from Auditor's negligent performance or non-performance of this Agreement.

12.2 The provisions of this section shall survive termination of this Agreement.

**13. Notices/Authorized Representatives.**

13.1 Any notices required by this Agreement shall be in writing and shall be deemed to have been properly given if transmitted by hand-delivery, by registered or certified mail with postage prepaid return receipt requested, or by a private postal service, addressed to the parties (or their successors) at the following addresses:

For the City: Gary Ritter, City Administrator  
City of Okeechobee  
55 SE 3<sup>rd</sup> Avenue, Room 201  
Okeechobee, FL 34974

With a copy to: John J. Fumero, Esq.  
City Attorney  
Nason Yeager Gerson Harris & Fumero, PA  
750 Park of Commerce Blvd., Suite 210  
Boca Raton, FL 33487

For the Consultant:

**14. Governing Laws.**

14.1 This Agreement shall be construed in accordance with and governed by the laws of the State of Florida. Venue for any proceedings arising out of this Agreement shall be proper exclusively in Okeechobee County, Florida.

**15. Entire Agreement/Modification/Amendment.**

15.1 This writing contains the entire Agreement of the parties and supersedes any prior oral or written representations. No representations were made or relied upon by either party, other than those that are expressly set forth herein.

15.2 No agent, employee, or other representative of either party is empowered to modify or amend the terms of this Agreement, unless executed with the same formality as this document.

15.3 Auditor represents that is an entity validly existing and in good standing under the laws of Florida. The execution, delivery and performance of this Agreement by Auditor have been duly authorized, and this Agreement is binding on Auditor and enforceable against Auditor in accordance with its terms. No consent of any other person or entity to such execution, delivery and performance is required.

**16. Ownership and Access to Records and Audits.**

16.1 Auditor acknowledges that all inventions, innovations, improvements, developments, methods, designs, analyses, drawings, reports, compiled information, and all similar or related information (whether patentable or not) which relate to Services to the City which are conceived, developed or made by Auditor during the term of this Agreement ("Work Product") belong to the City. Auditor shall promptly disclose such Work Product to the City and perform all actions reasonably requested by the City (whether during or after the term of this Agreement) to establish and confirm such ownership (including, without limitation, assignments, powers of attorney and other instruments).

16.2 Auditor agrees to keep and maintain public records in Auditor's possession or control in connection with Auditor's performance under this Agreement. Auditor additionally agrees to comply specifically with the provisions of Section 119.0701, Florida Statutes. Auditor shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law, for the duration of the Agreement, and following completion of the Agreement until the records are transferred to the City.

16.3 Upon request from the City's custodian of public records, Auditor shall provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by Chapter 119, Florida Statutes, or as otherwise provided by law.

16.4 Unless otherwise provided by law, any and all records, including but not limited to reports, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of the City.

16.5 Upon completion of this Agreement or in the event of termination by either party, any and all public records relating to the Agreement in the possession of the Auditor shall be delivered by the Auditor to the City Administrator, at no cost to the City, within seven (7) days. All such records stored electronically by Auditor shall be delivered to the City in a format that is compatible with the City's information technology systems. Once the public records have been delivered upon



completion or termination of this Agreement, the Auditor shall destroy any and all duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.

16.6 Any compensation due to Auditor shall be withheld until all records are received as provided herein.

16.7 Auditor's failure or refusal to comply with the provisions of this section shall result in the immediate termination of this Agreement by the City.

**Notice Pursuant to Section 119.0701(2)(a), Florida Statutes**

**IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS.**

**Custodian of Records:** Lane Earnest-Gamiotea, CMC  
**Mailing address:** 55 SE 3<sup>rd</sup> Avenue, Room 100  
Okeechobee, FL 34974  
**Telephone number:** 863-763-3372  
**Email:** [lgamiotea@cityofokeechobee.com](mailto:lgamiotea@cityofokeechobee.com)

**17. Nonassignability.**

17.1 This Agreement shall not be assignable by Auditor unless such assignment is first approved by the City Administrator. The City is relying upon the apparent qualifications and expertise of the Auditor, and such firm's familiarity with the City's area, circumstances and desires.

**18. Severability.**

18.1 If any term or provision of this Agreement shall to any extent be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each remaining term and provision of this Agreement shall be valid and be enforceable to the fullest extent permitted by law.

**19. Independent Contractor.**

19.1 The Auditor and its employees, volunteers and agents shall be and remain an independent contractor and not an agent or employee of the City with respect to all of the acts and services performed by and under the terms of this Agreement. This Agreement shall not in any way be construed to create a partnership, association or any other kind of joint undertaking, enterprise or venture between the parties.

**20. Compliance with Laws.**

20.1 The Auditor shall comply with all applicable laws, ordinances, rules, regulations, and lawful orders of public authorities in carrying out Services under this Agreement, and in particular shall obtain all required permits from all jurisdictional agencies to perform the Services under this Agreement at its own expense.

**21. E-Verify**

21.1 Auditor has verified that its employees are authorized to work in the U.S. and certifies that a good faith effort has been made to properly identify employees by timely reviewing and completing appropriate documentation, including but not limited to the Department of Homeland Security, U.S. Citizenship, and Immigration Services Form I-9. Answers to questions regarding E-Verify as well as instructions on enrollment may be found at the E-Verify website: [www.uscis.gov/e-verify](http://www.uscis.gov/e-verify). Auditor shall expressly require any subcontractors performing work or providing services pursuant to this contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

**22. No Lobbying**

22.1 Pursuant to Chapter 216.347, F.S., the Auditor is prohibited from the expenditure of any funds under this Contract to lobby the Legislature, the judicial branch or another state agency.

**23. Waiver.**

23.1 The failure of either party to this Agreement to object to or to take affirmative action with respect to any conduct of the other which is in violation of the terms of this Agreement shall not be construed as a waiver of the violation or breach, or of any future violation, breach, or wrongful conduct.

**24. Survival of Provisions.**

24.1 Any terms or conditions of either this Agreement that require acts beyond the date of the term of the Agreement, shall survive termination of the Agreement, shall remain in full force and effect unless and until the terms or conditions are completed and shall be fully enforceable by either party.

**25. Prohibition of Contingency Fees.**

25.1 The Auditor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Auditor, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person(s), company, corporation, individual or firm, other than a bona fide employee working

solely for the Auditor, any fee, Council, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement.

**26. Public Entity Crimes Affidavit.**

26.1 Auditor shall comply with Section 287.133, Florida Statutes (Public Entity Crimes Statute), notification of which is hereby incorporated herein by reference, including execution of any required affidavit.

**27. Counterparts.**

27.1 This Agreement may be executed in several counterparts, each of which shall be deemed an original and such counterparts shall constitute one and the same instrument.

**28. Responsible Vendor Determination.**

28.1 Respondent is hereby notified that Section 287.05701, Florida Statutes, requires that the City may not request documentation of, or consider, a vendor's social, political, or ideological interests when determining if the vendor is a responsible vendor.

[Signature pages follow.]



IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the date written below their signatures.

**FOR THE Auditor:**

\_\_\_\_\_ for  
Carr, Riggs and Ingram LLC

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

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

Title: \_\_\_\_\_

Date Executed: \_\_\_\_\_

IN WITNESS WHEREOF the parties hereto have executed this Agreement on the day and date first above written.

**FOR THE CITY:**

**CITY OF OKEECHOBEE,**  
a Florida municipal  
corporation

\_\_\_\_\_  
By: Dowling R. Watford Jr. Mayor

Date Executed: \_\_\_\_\_

Attest:

By: \_\_\_\_\_  
**Lane Gamiotea, CMC**  
City Clerk

Approved as to Form and Legal Sufficiency:

By: \_\_\_\_\_  
**Nason Yeager Gerson Harris & Fumero, P.A.**  
City Attorney

**EXHIBIT “B”**  
**SCOPE OF SERVICES**

Scope of Services are those contained in the Proposal dated July 6 , 2023, attached hereto and incorporated herein by reference.





## **PUBLIC NOTICE**

### **REQUEST FOR PROPOSALS (RFP) NO. ADM 01-32-07-23 PROFESSIONAL AUDITING SERVICES**

**NOTICE IS HEREBY GIVEN** that the City of Okeechobee (“City”) is soliciting proposals for Professional Auditing Services in the City. Submittal information and response format shall be posted and accessible via the City’s website: <https://www.cityofokeechobee.com/contracting-opportunities.html>. The RFP contains detailed and specific information about the scope of services, submission requirements, and evaluation and selection procedures.

Individuals or Firms desiring to respond to the Professional Auditing Services RFP must provide one (1) original marked “**Original**”, fourteen (14) copies, each marked “**Copy**”, and one (1) electronic copy on a flash drive, PDF format preferred, of their submittal, containing all the requested qualification information to the following address via overnight delivery, US Mail, or hand delivered:

**City of Okeechobee  
General Services Department, Room 101  
55 SE 3<sup>rd</sup> Avenue  
Okeechobee, FL 34974**

**The envelope containing the sealed proposal must be clearly marked as follows:  
“RFP NO. ADM 01-32-07-23 Professional Auditing Services”**

**OPENING DATE AND TIME/SUBMISSION DEADLINE: July 31, 2023, at 3:00 PM EST**  
Facsimile or emailed submittals will not be accepted. Submittals received after that date and time will not be accepted or considered and will be returned to the individual or firm unopened. In compliance with the Americans with Disabilities Act (ADA) anyone desiring to attend this submittal opening who needs a special accommodation should contact General Services Department at (863) 763-9824 at least 48 hours in advance of the meeting excluding Saturday and Sunday.

Direct questions concerning the proposal specifications in writing via email to **India Riedel, Finance Director**, at [riedel@cityofokeechobee.com](mailto:riedel@cityofokeechobee.com), no later than **4:00 PM EST, July 26, 2023**. Any questions received by the Finance Director after the stated deadline will be disregarded. All questions received by the Finance Director prior to the stated deadline shall be answered via an Addendum to this RFP and posted to the City’s website.

The City intends to enter into an agreement with the successful Proposer to provide Professional Auditing Services in the City of Okeechobee, Florida. Selected individual/firm must comply with all requirements of the City Code. Additionally, the selected individual/firm will be subject to statutory requirements to maintain all records that may be subject to the public record laws, including production of such records as requested by any firm or person, in the time and manner as required by law.

In compliance with the Florida Sunshine Law and Code of Ethics, the City strictly enforces open and fair competition in its RFP's. The City reserves the right to cancel this solicitation, reject any or all submissions, with or without cause, to waive technical errors and informalities, and to accept any proposal from a proposer which is qualified and best serves the interests of or represents the best value to the City.

In accordance with Section 287.133, F.S., a person or affiliate who has been placed on the convicted vendor list following conviction for a public entity crime may not submit a proposal on a contract to provide services to a public entity.

The City reserves the right to award the contract under a local vendor ordinance, or under F.S. 255.0991 for vendors located in the State of Florida, to accept any proposal from a proposer which is qualified and best serves the interests of or represents the best value to the City and the right to request clarification of any information submitted by proposers. The City reserves the right to cancel this solicitation, reject any or all submissions, with or without cause, to waive technical errors and informalities. This RFP does not commit the City to award a contract to any respondent or to pay any costs incurred in the preparation or mailing of a response.

Proposals will be reviewed and evaluated on the opening date set forth herein by City staff based upon the evaluation criteria contained in the RFP. A proposed ranking will be prepared in accordance with the procedures set forth more fully herein submitted for consideration by the City Council.

The City hereby provides notice to all proposers of the imposition of a **Cone of Silence** for this solicitation as set forth in the Florida Statutes. **“Respondents to this solicitation or persons acting on their behalf may not contact, between the release of the solicitation and the end of the 72-hour period following the agency posting the notice of intended award, excluding Saturdays, Sundays, and state holidays, any employee or officer of the executive or legislative branch concerning any aspect of this solicitation, except in writing to the procurement officer or as provided in the solicitation documents. Violation of this provision may be grounds for rejecting a response.”** Contact the City Attorney with any questions on the Cone of Silence.

Date Issued: July 6, 2023



**CITY OF OKEECHOBEE, FLORIDA**  
**REQUEST FOR PROPOSALS (RFP) NO. ADM 01-32-07-23**  
**PROFESSIONAL AUDITING SERVICES**

**SECTION 1. INFORMATION FOR THE PROPOSERS**

**1.1 INTRODUCTION.**

The City of Okeechobee, Florida (“City”), a municipality located in Okeechobee County, Florida, requests proposals for the selection of one or more qualified certified public accountants, firms, or corporations (collectively, the “Consultant”) best suited to undertake auditing and accounting services required by the City of Okeechobee. Factors such as capability, experience, and the ability to work within established time and budget constraints will be used in the selection process. The City is requesting proposals from Consultants with experience to provide the scope of services detailed in Section 1.3 herein below.

The information used in this Request for Proposals (“RFP”) will be used by the City to make its determination. The City intends to award a contract to the selected Consultant to provide the Services contemplated in this RFP.

**1.2 BACKGROUND**

The City of Okeechobee is located just North of Lake Okeechobee. Taylor Creek flows through the East side of the city. The area is served by US routes 98 and 441 and state routes 70, 700 and 15. The City has a total area of 4.2 square miles (11 km<sup>2</sup>).

Our location makes Okeechobee the Gateway to South Florida with convenient access to both coasts and all of Central Florida. Commercial and industrial concerns have found that Okeechobee is the place you want to be and along with the Chamber of Commerce of Okeechobee County, we have taken an aggressive attitude toward seeking new businesses in our Commerce Center. The City is committed to efficient government administration. The City staff has been serving its residents, businesses and visitors exceptionally well through their dedication and commitment with the assistance of consultants, contractors, and service providers who are also committed to providing quality services at competitive prices. The City expects to continue this practice.

**1.3 SCOPE OF SERVICES**

The City may engage a qualified Consultant to perform any of the services listed below. The successful auditing firm shall be qualified to perform the following Services:

**GENERAL DESCRIPTION:**

Under the general supervision of the City Administrator and the Finance Director, the City of Okeechobee, (City), is requesting proposals for qualified individuals, firms, and corporations capable of providing full-certified public accounting services related to the financial operation of



the City. The City desires that the auditor express an opinion on the fairness with which its' financial statements present the financial position, and an audit in accordance with Government Auditing Standards issued by the Comptroller General of the United States and the State of Florida.

### **ESSENTIAL JOB FUNCTIONS:**

1. The Audit shall be performed in compliance within the requirements of:
  - a. Section 218.39, Florida Statutes, and any other applicable Florida Statutes.
  - b. Rules of the Florida Department of Financial Services.
  - c. Rules of the Auditor General State of Florida, Chapter 10.550 effective 09/30/2021.
  - d. Audits of State and Local Government Units, issued by the American Institute of Certified Public Accountants.
  - e. Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations, Office of Management and Budget.
  - f. General Single Audit Act of 1984 and Amendments of 1996.
  - g. Florida Single Audit Act (Section 215.97, Florida Statutes)
  - h. Codification of Governmental Accounting and Financial Reporting Standards – Governmental Accounting Standards Board.
  - i. Statements on Auditing Standards (GAAS).
  - j. Government Auditing Standards, issued by the Comptroller General of the United States.
  - k. Section 216.348, Florida Statutes, Compliance with laws, regulations, contracts, grants related to State grants or grants-in-aid.
  - l. Any other applicable Federal, State, and Local regulations or professional guidance not specifically listed above as well as any additional requirements which may be adopted by these organizations in the future.
  - m. Upon delivery of Final Financial Statements, the auditor shall provide the City financial staff with a copy of their audited adjusting entries and reclassifying entries.
  - n. The auditor shall submit no later than February 28<sup>th</sup> of each year, a written draft report of any weaknesses found in internal controls.
  - o. The auditor shall submit, no later than February 28<sup>th</sup> of each year, a draft management letter which shall identify management weaknesses observed, assess their effect on financial management, and propose steps to eliminate them.
  - p. The auditor shall discuss all comments that will be included in the audit report with management and each member of the governing body charged with governance.
  - q. The auditor shall provide 20 hard copies of the Audited Financial Statements and electronic copies as required by Florida law and the Auditor General.
  - r. The partner in charge of the audit and/or the audit manager shall be available to attend public meetings for discussion of the audit report.
2. The City expects the auditor to express an opinion on the fair presentation of its general-purpose financial statements in conformity with applicable generally accepted accounting principles.
3. The audit will be an annual financial statement audit as defined in Section 218.31(17), Florida Statutes, and will be conducted in accordance with auditing standards generally accepted in the United States and governmental auditing standards.
4. A Single Audit in accordance with the Federal and State Single Audit Acts and related professional guidance shall be conducted as necessary. The auditor shall provide the City with any required letters and schedules related to this audit.
5. The auditor shall prepare and submit to the City, following the completion of the audit, a report on the financial condition of the City in accordance with the rules of the Auditor General.

6. The audit shall also include the Annual Financial Report (“AFR”) provided to the Department of Financial Services as required by Section 218.32(1), Florida Statutes.
7. An Opinion Letter on the Financial Statements; a Report on Internal Controls Over Financial Reporting and on Compliance and Other Matters in accordance with Government Auditing Standards; Compliance with Section 218.415 Florida Statutes; and any letters required by the United States or State of Florida Single Audit Act shall be delivered to the City following the end of the fiscal year under audit.
8. The auditor shall submit after the completion of the audit a Management Letter in accordance with Rules of the Auditor General which shall identify any management weaknesses observed, assess their effect on financial management and propose steps to correct or eliminate those weaknesses.
9. The auditor will work with City’s Finance Director to prepare the MD&A.
10. The workpapers are the property of the auditor and will be held locally for five (5) years. Workpapers will be available for examination or duplication without charge to authorized City personnel, representatives of Federal or State Agencies upon request of that Agency or the City in accordance with Federal Law, State Law and other regulations. Workpapers will also be made available for examination, at no charge, or duplication at a reasonable charge, to subsequent auditors engaged by the City.
11. The auditor shall assist the City with routine consultations as requested by the City.
12. The auditors agree to notify the City immediately if any regulatory or other government agencies request a review of the audit workpapers concerning the City or any other government client audited by the proposer.
13. The auditor agrees to notify the City immediately in writing of any irregularities, illegal acts, disciplinary actions, and or complaints filed with any regulatory bodies against any of the firm's staff or the firm.
14. The auditor must designate two (2) "key" members of the audit team. City will reserve the right to approve any substitutions for those staff designated as "key" and approval will not be unreasonably withheld.
15. The auditor will provide the City with a copy of each external quality control review (peer review) conducted during the time period contracted with the City.
16. The auditor will provide the City with guidance and technical advice as to changes in governmental auditing standards and GASB requirements to assure the City’s compliance.
  - 16.1. The auditor shall assist the City with other related professional auditing and accounting services as required, including but not limited to bond issuance, financing, auditor of city contracts and franchises.
17. The auditor shall assist the City with routine consultations as requested by the City.
18. The fees quoted in your proposal and included in the contract will be the maximum paid for standard audit services, including direct and indirect cost, unless both parties complete an amendment to the contract. If material problems arise which were not reasonably anticipated

during the firm's proposal response, a contract amendment may be negotiated based on the fee schedule accompanying the proposal. No additional work should be performed by the CPA, nor will it be paid for by the City, without a written amendment to the contract.

These essential job functions are not to be construed as a complete statement of all duties to be performed. Consultant may be required to perform other job-related duties as required.

All Services shall be performed and completed in compliance with the Florida Law, Florida Building Code, the City of Okeechobee Charter and Code and all other applicable codes and standards governing the Services.

#### **1.4 CITY'S RESERVATION OF RIGHTS.**

The City reserves the right to award one or more contract(s) to the Consultant who will best serve the interests of the City and whose Responses are considered by the City to be the most qualified. Notwithstanding, the City may, at its sole discretion, reject all responses and cancel this solicitation, in which case no award will be made. The City reserves the right to accept or reject any or all Responses, based upon its deliberations and opinions. In making such determination, the City reserves the right to investigate the financial capability, integrity, experience and quality of performance of each Consultant, including officers, principals, senior management and supervisors as well as the staff identified in the Response. The City also reserves the right to waive minor variations or irregularities in the Responses.

#### **1.5 SCHEDULE OF EVENTS**

The following is an anticipated schedule of events. The City reserves the right to change the scheduled dates and times at its sole discretion.

<b>No.</b>	<b>Event</b>	<b>Date</b>	<b>Time</b>
1	Advertisement/ Public Notice of RFP	July 19, 2023	
2	Closing Date for Proposer Questions	July 26, 2023	4:00 PM
3	Proposals Due/Submission Deadline, Opening of Proposals	July 31, 2023	3:00 PM
4	Evaluation Committee Meeting, selection of short list, if any	TBD	
5	Presentations by short list proposers to Evaluation Committee	TBD	
6	City Administrator Issues Recommendation to Council	TBD	
7	Council Meeting to Award Agreement for Professional Services	TBD	

#### **1.6 ADDENDA**

If the City finds it necessary to add to, or amend this RFP prior to the Response submission deadline, the City will issue written addenda/addendum. Each Consultant must acknowledge receipt of each addendum by signing Form 8 (Addendum Acknowledgment) and providing it with its Response.



## **1.7 CERTIFICATION**

The signer of the Response (to this RFP) must declare by signing the Forms included in Section 3, that the person(s), firm(s) and parties identified in the Response are interested in and available for providing the Services; that the Response is made without collusion with any other person(s), firm(s) and parties; that the Response is fair in all respects and is made in good faith without fraud; and that the signer of the cover letter of the Response has full authority to bind the person(s), firm(s) and parties identified in the Response.

## **1.8 REQUESTS FOR INFORMATION OR CLARIFICATION ADDENDA**

Any questions or clarifications concerning the proposal specifications must be submitted via email directly to: **India Riedel, Finance Director**, no later than **4:00 PM EST, July 26, 2023**, at [riedel@cityofkeechobee.com](mailto:riedel@cityofkeechobee.com). The request for additional information and clarification must contain the RFP number and title, Proposer's name, name of Proposer's contact person, address, phone number, and email. Any questions received by the Finance Director after the stated deadline will be disregarded. All questions received by the Finance Director prior to the stated deadline shall be answered via an Addendum to this RFP and posted to the City's website. Proposers should not rely on any representations, statements, or explanations other than those made in this RFP or in any written addendum to this RFP. Where there appears to be a conflict between the RFP and any addenda issued, the last addendum issued shall prevail.

## **1.9 PUBLIC RECORDS**

Florida law provides that municipal records should be open for inspection by any person under Chapter 119, F.S. Public Records law. All information and materials received by the City in connection with responses shall become property of the City and shall be deemed to be public records subject to public inspection.

## **1.10 RETENTION OF RESPONSES**

The City reserves the right to retain all Responses submitted and use any ideas contained in any Response, regardless of whether that Consultant is selected to perform the Services.

## **1.11 CITY AUTHORITY AND RIGHTS**

Proposals will be selected at the sole discretion of the City. The City reserves the right to waive any immaterial defects or irregularities in the proposals, to reject any or all proposals, reject a proposal which is in any way incomplete or irregular, cancel, postpone, and re-solicit the entire solicitation or enter into agreements with more than one respondent. Proposals received after the deadline provided in this RFP will not be considered. The City reserves the right to:

- a. Accept the Proposer who will, in the City's sole discretion, best serves the interests of and represent the best value to the City;
- b. Reject any and all proposals and to seek new proposals when such a procedure is reasonably in the best interest of the City;
- c. Investigate the financial capability, client references, integrity, experience, and quality of performance of each Proposer, including officers, principals, senior management, and supervisors, as well as staff identified in the response to RFP;
- d. Investigate the Proposer's qualifications or those of its agents, as it deems appropriate;



- e. Conduct personal interviews of any or all Proposers prior to selection (the City shall not be liable for any costs incurred by the Proposer(s) in connection with such interviews);
- f. Waive any of the conditions or criteria set forth in this RFP;
- g. Decide whether to select a firm based on submission received in response to this RFP or whether to hold interviews with the firms the City deems best qualified for the Services;
- h. The City is under no obligation to return the Proposals;
- i. The City will not be liable for any costs incurred by a Proposer in the preparation of the response to this RFP;
- j. Each Proposal shall be prima facie evidence that the respective Proposer has full knowledge of the scope, nature, quantity and quality of the Services to be performed; the detailed requirements of the specifications; and the conditions under which the Services are to be performed;
- k. Proposers shall furnish the City with such additional information as the City may reasonably require; and
- l. The City must be satisfied that the Proposer demonstrates the ability to meet the requirements of this RFP.

#### **1.12 RESPONSE /PRESENTATION COSTS**

The City shall not be liable for any costs, fees, or expenses incurred by any Consultant in responding to this RFP, nor subsequent inquiries or presentations relating to its Response.

#### **1.13 PERMITS, TAXES, LICENSES**

The Consultant shall, at its own expense, obtain all necessary permits, pay all licenses, fees and taxes required to comply with all local ordinances, state and federal laws, rules, regulations and professional standards that would apply to the provision of the Services and the agreement.

#### **1.14 COMPLIANCE WITH LAWS, ORDINANCES**

The Consultant shall observe and comply with all federal, state, and local laws, including ordinances, rules, regulations, and professional standards that would apply to the Services and the agreement. Each proposer and the selected proposer shall comply with all applicable laws and regulations of the Federal Government, State of Florida, and local ordinances of Okeechobee County and the Charter and Code of the City of Okeechobee in the preparation and submittal of a proposal in response to this RFP and in the performance of the Services and any agreement awarded as a result of this RFP. Specific reference is made to Local Preference Section of the City Code, which allows a five percent (5%) local preference in scoring to holders of current City local business receipts for businesses which are physically located within the City of Okeechobee.

#### **1.15 TERMS OF ENGAGEMENT**

The Terms of the agreement will be negotiated upon selection of the Consultant. It is anticipated that the City will enter into an agreement for an initial three (3) year term, with options to renew for two (2) additional one (1) year terms.

## 1.16 CONE OF SILENCE

The City hereby provides notice to all proposers of the imposition of a Cone of Silence for this solicitation as set forth in the Florida Statutes 287.057(25).

**“Respondents to this solicitation or persons acting on their behalf may not contact, between the release of the solicitation and the end of the 72-hour period following the agency posting the notice of intended award, excluding Saturdays, Sundays, and state holidays, any employee or officer of the executive or legislative branch concerning any aspect of this solicitation, except in writing to the procurement officer or as provided in the solicitation documents. Violation of this provision may be grounds for rejecting a response.”**

The “Cone of Silence”, as used herein, means a prohibition on any communication regarding a particular Request for Proposal (RFP), Request for Qualification (RFQ), or bid, between a potential vendor, service provider, contractor, bidder, lobbyist, or consultant, and the City Council, City’s professional staff including, but not limited to, the City Administrator and his or her staff, any member of the City’s selection or evaluation committee. The Cone of Silence shall be imposed upon each RFP, RFQ, and bid after the advertisement of said RFP, RFQ, or bid.

The Cone of Silence shall not apply to:

1. Oral communications at pre-proposal/pre-bid conferences.
2. Oral presentations before selection or evaluation committees.
3. Public presentations made to the City Council during any duly noticed public meeting.
4. Communications in writing at any time with any City employee, unless specifically prohibited by the applicable RFP, RFQ, or bid documents. The bidder or proposer shall file a copy of any written communication with the City Clerk. The City Clerk shall make copies available to any person upon request.
5. Communications regarding a particular RFP, RFQ, or bid between a potential vendor, service provider, contractor, bidder, lobbyist or consultant and the City’s Purchasing Agent or City employee designated responsible for administering the procurement process of such RFP, RFQ or bid, provided the communication is limited strictly to matters of process or procedure already contained in the corresponding solicitation document.
6. Communications with the City Attorney and his or her staff.
7. Duly noticed site visits to determine the competency of bidders regarding a particular bid during the time period between the opening of bids and the time the City Administrator makes his or her written recommendation.
8. Any emergency procurement of goods or services pursuant to City Code.
9. Responses to the City’s request for clarification or additional information.

10. Contract negotiations during any duly noticed public meeting.
11. Communications to enable City staff to seek and obtain industry comment or perform market research, provided all communications related thereto between a potential vendor, service provider, contractor, bidder, lobbyist, or consultant and any member of the City's professional staff including, but not limited to, the City Administrator and his or her staff are in writing or are made at a duly noticed public meeting.

Violation of the Cone of Silence by a particular bidder or proposer shall render any RFP award, RFP award, or bid award to said bidder or proposer voidable by the City Council and/ or City Administrator.

Please contact the City Attorney at [cityattorney@cityofokeechobee.com](mailto:cityattorney@cityofokeechobee.com) with any questions on the Cone of Silence.

### **1.17 HOLD HARMLESS AND INDEMNIFICATION**

All Proposers shall hold the City, its officials, and its employees harmless and covenant not to sue the City, its officials, and its employees in reference to the City's decision to reject, award, or not award an RFP, as applicable. Additionally, the selected Proposer shall indemnify, defend, and save harmless the City, its officers, agents, and employees, from or on account of any injuries or damages, received or sustained by any person or persons during or on account of the Proposer's performance of its Services under this RFP, or by or in consequence of any negligence (excluding the sole negligence of the City), in connection with the same; or by use of any improper materials or by or on account of any act or omission of the said selected Proposer, agents, servants, or employees. The selected Proposer shall indemnify, defend, and hold harmless the City and their agents or employees from and against all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from the performance of the Services described in the RFP, provided that any such claim, damage, loss, or expense (a) is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than work itself) including the loss of use resulting wherefrom and (b) is caused in whole or in part by any negligent act or omission of the selected Proposer, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, regardless of whether or not it is caused by a party indemnified hereunder.

**END OF SECTION**



## **SECTION 2. RESPONSE SUBMISSION REQUIREMENTS AND EVALUATION**

### **2.1 GENERAL RESPONSE INSTRUCTIONS**

One (1) original marked “**Original**”, fourteen (14) copies, each marked “**Copy**”, and one (1) electronic copy on a flash drive, PDF format preferred, of their submittal, containing all the requested qualification information to the following address via overnight delivery, US Mail, or hand delivered:

**City of Okeechobee  
General Services Department, Room 101  
55 SE 3<sup>rd</sup> Avenue  
Okeechobee, FL 34974**

**The envelope containing the sealed proposal must be clearly marked as follows:  
“RFP NO. ADM 01-32-07-23 Professional Auditing Services”**

**OPENING DATE AND TIME/SUBMISSION DEADLINE: July 31, 2023, at 3:00 PM EST.**

Facsimile or emailed submittals will not be accepted. Submittals received after that date and time will not be accepted or considered and will be returned to the individual or firm unopened. In compliance with the Americans with Disabilities Act (ADA) anyone desiring to attend this submittal opening who needs a special accommodation should contact General Services Department at (863) 763-9824 at least 48 hours in advance of the meeting excluding Saturday and Sunday.

The City reserves the right to reject late submissions, in the sole discretion of the City Administrator or his designee.

### **2.2 RESPONSE / QUALIFICATION PACKAGE / REQUIREMENTS**

In addition to other requirements stated in this RFP, to be eligible to respond, the Consultant shall submit a response that includes all of the following information, appropriately tabbed, in this exact order (“Response”):

- A. Cover Page:** Each Response submitted shall have a cover page entitled Response to City of Okeechobee RFP NO. ADM 01-32-07-23 for Professional Auditing Services.” This page must also include the name of the individual/firm/corporation, address and telephone number, the name of the contact person, and the date of the proposal.
- B. Table of Contents.**
- C. Executive Summary:** Not more than three (3) pages, which states the most significant qualification of the proposed firm which the City Audit Selection Committee (ASC) should consider in its evaluation. PLACE IN TAB 1.
- D. Checklist of Submittal Requirements:** Start with the Executive Summary, PLACE IN TAB 2.
- E. Transmittal Letter:** A Transmittal Letter stating the proposer’s understanding of the work to be done, the commitment to perform the work within the time period, a statement why the firm believes it is the best qualified to perform the



engagement, the proposer's price for the service, and a statement that the proposal is an irrevocable offer for the engagement period. The Transmittal Letter shall have an original signature (signed in blue ink) of an authorized official of the firm who has been designated to submit the proposal on behalf of the firm. PLACE IN TAB 2.

- F. External Quality Control Review:** Copy of the two (2) most recent external quality control reviews (peer reviews). PLACE IN TAB 3.
- G. Florida CPA License:** Copy of current State of Florida CPA License of the firm and all CPA's expected to be assigned to the audit. PLACE IN TAB 3.
- H. Evidence of Licensing:** Each proposal shall contain evidence of proper licensing to perform required services in the State, County, and City. (The City requires a current Business Tax Receipt issued by the City and this will be required prior to notice to proceed). PLACE IN TAB 3.
- I. Municipality Audit Experience:** List of municipality audit experience with the date(s) of the audit and date(s) of the opinion letter, including small sized entities similar to the City. PLACE IN TAB 4.
- J. Single Audit Experience:** List of single audit experience with the date(s) of the audit and date(s) of the opinion letter, including municipalities. PLACE IN TAB 4.
- K. Reference Letters:** Include at least three (3) reference letters from clients for which the firm has recently performed similar work, which should address, at a minimum, years of experience as the auditor, timeliness of completing audits and how helpful the audit staff was to the client. PLACE IN TAB 4.
- L. Federal and State Desk Review:** Include results of Federal and State desk review or field audits during the past five (5) years. PLACE IN TAB 5.
- M. Disciplinary Action:** Circumstances and status of any disciplinary actions taken or pending against the firm or partners or employees of the firm by the State regulatory bodies or professional organizations. PLACE IN TAB 5.
- N. Resumes:** Resumes of partners, managers and other supervisory staff expected to be assigned to this audit who have several years of experience in governmental and special district auditing. PLACE IN TAB 6.
- O. Location:** Location of the Florida office(s) from which the audit will be conducted. PLACE IN TAB 6.
- P. Insurance:** Consultant shall secure and maintain throughout the duration of this RFP and agreement, if selected, insurance of such types and in such amounts not less than those specified below as satisfactory to City, naming the City as an Additional Insured, underwritten by a firm rated A-X or better by A.M. Best and qualified to do business in the State of Florida. The insurance coverage shall be primary insurance with respect to the City, its officials, employees, agents and volunteers naming the City as Additional Insured. Any insurance maintained by the City shall be in excess of the Consultant's insurance and shall not contribute to the Consultant's insurance. The insurance coverages shall include at a minimum the amounts set forth in this section and may be increased by the City as it deems necessary or prudent. Copies of Consultant's actual Insurance Policies as required herein and Certificates of Insurance shall be provided to the City, reflecting the City as an Additional Insured. Each Policy and certificate shall include no less than thirty (30) days advance written notice to City prior to cancellation, termination,

or material alteration of said policies or insurance. All coverage forms must be primary and non-contributory, and the Consultant shall provide a waiver of subrogation for the benefit of the City. The Consultant shall be responsible for assuring that the insurance policies and certificates required by this Section remain in full force and effect for the duration of the Project. PLACE IN TAB 7.

- Commercial General Liability coverage with limits of liability of not less than a \$1,000,000 per Occurrence combined single limit for Bodily Injury and Property Damage. This Liability Insurance shall also include Completed Operations and Product Liability coverages and eliminate the exclusion with respect to property under the care, custody, and control of Consultant. The General Aggregate Liability limit and the Products/Completed Operations Liability Aggregate limit shall be in the amount of \$2,000,000 each:
- Workers Compensation and Employer's Liability insurance, to apply for all employees for statutory limits as required by applicable State and Federal laws. The policy(ies) must include Employer's Liability with minimum limits of \$1,000,000.00 each accident. No employee, subconsultant or agent of the Consultant shall be allowed to provide Services pursuant to this RFP who is not covered by Worker's Compensation insurance.
- Business Automobile Liability with minimum limits of \$1,000,000.00 per Occurrence, combined single limit for Bodily Injury and Property Damage. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability policy, without restrictive endorsements, as filed by the Insurance Service Office, and must include Owned, Hired, and Non-Owned Vehicles.
- Professional Liability, Malpractice and Errors and Omissions Insurance in an amount of not less than \$1,000,000.00 per occurrence, single limit.

**Q. Forms:** Complete the following forms listed. PLACE IN TAB 7.

- Sworn Statement Pursuant to Section 287.133(3)(a), Florida Statutes, on Public Entity Crimes.
- Drug Free Workplace.
- Conflict of Interest

**R. Fee Schedule:** A fee schedule for the complete audit, and a single hourly rate to be used for any additional work which may be requested by the CITY that is outside the scope of this contract. PLACE IN TAB 8.

**S. Specific Audit Approach:** The proposal should set forth a work plan, including an explanation of the audit methodology to be followed to perform the services required. Proposers are requested to provide the following information on their audit approach: PLACE IN TAB 9.

- Proposed segmentation of the engagement.
- Sample size and the extent to which statistical sampling is to be used in the engagement.
- Type and extent of analytical procedures to be used in the engagement.
- Approach to be taken in considering risk and materiality to determine extent of testing.

- Approach to be taken in determining laws and regulations that will be subject to audit test work.
- Approach to be taken in drawing audit samples for purposes of tests of compliance.
- Method for review of the internal controls.
- Benchmarks to be used for evaluating financial condition.

## 2.3 PREPARATIONS

The proposer, if selected for inclusion on a short list, may be required to make a brief five to ten (5 to 10) minute oral presentation to the City of Okeechobee Evaluation Committee. The proposer should be prepared to discuss, at a minimum, the following issues during the presentation/interview:

1. The firm's qualifications, including the qualifications/abilities of professional, in-house personnel; (Primary contact person should be identified as part of this requirement).
2. Approach/methods to be employed;
3. The firm's ability to furnish services within required or necessary time constraints and/or budget constraints;
4. A demonstrated understanding of municipal requirements as they relate to financial and management operations of a local government; and
5. Related issues as may be posed by a member of the Evaluation Committee.

**Note: Proposers selected to make presentations will be notified in writing in advance of the presentation date. At the end of the presentation (interview) process, the Evaluation Committee shall rank, in order of preference, the preferred three (3) firms for submittal and approval to City of Okeechobee City Council.**

## 2.4 RESPONSE EVALUATION CRITERIA

Proposers will include the following information in their written proposal document and should use the following format when compiling their responses. Sections should be tabbed and labeled; pages should be sequentially numbered at the bottom of the page.

**Tab 1** - Transmittal Letter: TA transmittal letter stating the proposer's understanding of the work to be done, the commitment to perform the work within the time period, a statement why the firm believes it is best qualified to perform the engagement and a statement that the proposal is an irrevocable offer for the engagement period. The Transmittal letter shall have an original signature (signed in blue ink) of an authorized official of the firm who has been designated to submit the proposal on behalf of the firm.

**Tab 2** - Complete Check List of Submittal Requirements starting with the Executive Summary



**Tab 3 – Required Criteria:** Firms meeting the following criteria will have their proposals evaluated and scored for technical qualifications.

- a. The audit firm is independent and licensed to practice in Florida.
- b. The firm's professional personnel have received at least eighty (80) hours continuing professional education within the preceding two (2) years.
- c. The firm's past experience and performance on government audit engagements and Single audit engagements.
- d. The firm adheres to the instructions in this request for proposals on preparing and submitting the qualifications.

**Tab 4 - Summary of Qualifications:** 25 points

Provide a brief discussion about the firm's expertise and experience specifically addressing the following points,

- a. The firm's past experience and performance on comparable government audit engagements.
- b. The quality of the firm's professional personnel to be assigned to the audit engagement and the quality of the firm's management support personnel to be available for technical consultation.
- c. Ability to perform additional services and provide technical support throughout the period of the contract.

**Tab 5 - Technical Response:** 25 points

The firm's business plan to meet the technical requirements of the Request for Proposals shall be included in this section. The information provided should include how the firm may perform the contract within the time specified.

The Audit approach should discuss the following:

- a. Adequacy of proposed staffing plan for various segments of the engagement, including supervision and involvement of experienced personnel.
- b. Adequacy of audit work plan and sampling technique.
- c. Adequacy of analytical and substantive procedures.
- d. Adequacy of study and evaluation of internal accounting and administrative controls.

Deviations from the scope of work requirements are be discussed in this section.

**Tab 6 – Single Audit Experience:** 15 points



The firm's past experience and performance with Single Audits and tests of compliance with laws and regulations.

**Tab 7 – Peer quality control review: 15 points**

The firm's most recent two (2) external quality control review reports (peer review) and a record of quality audit work.

**Tab 8 – Cost: 20 points**

The City expects to sign a contract with the successful proposer for a three (3) year period with the expectation that additional contracts will be awarded for two (2) additional one (1) year periods subject to the mutual consent of the City and the audit firm.

Progress payments not to exceed 50 percent of the total annual fee may be made upon request as the audit work progresses. A final 25 percent progress payment upon completion of audit fieldwork may be requested by the audit firm. The final payment of 25 percent may be made upon receipt and acceptance of the final audit report by the City Council and upon request by the audit firm. The proposed cost will include all direct and indirect costs and out-of-pocket expenses. The fee schedule is to include a separate cost for Single Audit Services, if required.

**2.5 SUBMITTAL REQUIREMENTS:** Proposals shall be submitted as follows:

- A.** Each submittal is subject to the provisions of Florida Statutes, Chapter 112, providing that all proposers must disclose with the submittal the name of any officer, director or agent who is also a public officer or an employee of the City of Okeechobee. Further, all submittals must disclose the name of any City officer or employee who owns, directly or indirectly, an interest of five (5) percent or more in the submitting firm.
- B.** Questions regarding RFP NO. ADM 01-32-07-23 may be directed to the following City contact:  
India Riedel, Finance Director  
Email: [iriedel@cityofokeechobee.com](mailto:iriedel@cityofokeechobee.com)
- C.** Only those submittals fulfilling all the minimum requirements outlined on this solicitation will be considered.
- D.** The Evaluation Committee will evaluate each proposal submitted based on all proposals received and rank the preferred three (3) submittals and recommend to the City Council for award of contract. The Evaluation Committee will evaluate the proposals from the submission and may ask questions of a clarifying nature, if necessary. The award of contract by the City Council shall list the three (3) submittals in a ranking.
- E.** The proposal, as submitted, will be considered the final submission, and shall remain binding for ninety (90) calendar days.

- F. The successful proposer will enter into a three (3) year service contract with the option for two (2) additional one (1) year renewals for a total five (5) year contract., This Request for Proposal shall be included and incorporated in the final contract. When applicable, a contract may be renewed contingent upon cost factors, mutual agreement, satisfactory performance evaluations, availability of funds and the approval of the City Council. The City of Okeechobee performance and obligation to pay for the purchase of services for a period in excess of one (1) fiscal year under any contractual relationship is contingent upon an annual budget appropriation approved by the City of Okeechobee City Council.
- G. During the term of the contract, City Staff shall evaluate the performance of the successful proposer annually. Any concerns or deficiencies noted by this report shall be forwarded to the firm for comment and connection within sixty (60) days of the notice. The contract may be terminated by either party without cause upon written notice to the other. Such notice shall provide a minimum of ninety (90) days advance notification to permit the City to obtain the services of another provider. Upon termination date, the firm shall be paid its prorated compensation up to said date.
- H. The City reserves the right to reject any and all submittals, to waive minor defects in the process and to accept the proposal deemed by the City to be in the City's best interest.
- All issues addressed in the Request will be given consideration in determining the successful proposer. The ranking of proposals establishes an order of preference and consideration of proposals and does not confer or vest any proposal with priority over another.
- I. The successful proposers will be provided with a contract for services containing terms as outlined herein, and any additional terms at the discretion of the City. If not negotiated and approved within thirty (30) days, the City may proceed to negotiate with the next submitter.
- J. In the event of any state or federal audit, the successful proposer shall assist the City in any and or all irregularities and investigations required.
- K. Should additional services, over and above those set out in the request document be required, supplemental services must be presented prior to performance of the work and approved in writing by the City.

#### **2.4 PROCESS OF EVALUATION AND SHORT-LIST FOR ORAL PRESENTATIONS AND FINAL SELECTION**

The City Staff shall review and evaluate the responses submitted to ensure the minimum requirements of the RFP have been met. The City Administrator or designee may reject those responses that do not meet the minimum requirements of the RFP.

The City Administrator will appoint an Evaluation Committee to review and evaluate the responsive responses. The highest ranked three (3) respondents will be short-listed on the basis of their Responses by the Evaluation Committee and may, but are not required to, be called for oral presentations before the Evaluation Committee regarding

their responses, approach to the Services, and ability to furnish the required Services. If oral presentations are to be made, all Consultants and subconsultants in their teams shall be present at the assigned time for a 10-minute presentation followed by up to a 5-minute question-and-answer session. The Consultants are encouraged to be represented only by the Project Administrator and the key staff identified in the Response. Additional details on the oral presentations may be provided to the short-listed Consultants. The Evaluation Committee shall rank the respondents and provide its recommendations to the City Administrator.

After short-listing of the top three (3) respondents deemed qualified by the Evaluation Committee, the City Administrator will present a recommendation to the City Council. The City Council may select a Consultant that it determines is the most qualified and award the professional services agreement to the selected Consultant. The City Council shall have the final authority to select the Consultant.

The City reserves the right to reject any or all proposals, reject a proposal, which is in any way incomplete, or irregular, re-bid the entire solicitation or enter into agreements with more than one respondent.

## **SECTION 3. FORMS AND EXHIBITS**

### **3.1 EXHIBITS**

The following exhibits are attached and incorporated into this solicitation:

- Exhibit A: Draft Professional Services Agreement
- Exhibit B: Scope of Services
- Exhibit C: Rate Schedule

### **3.2 FORMS**

The following forms and affidavits are attached to this solicitation for completion and submission with the Proposer's Response:

Form 1: Response Checklist

Form 2: Proposal Information Form

Form 3: Certificate of Authority (Complete one of the two forms as applicable)

Form 3A: Certificate of Authority (for Corporations or Partnerships)

Form 3B: Certificate of Authority (for Individuals)

Form 4 - Company Qualifications Questionnaire

Form 5 - Key Personnel and Staff

Form 6 - Client References

Form 7 - Dispute Disclosure

Form 8 - Acknowledgment of Addendum

Form 9 - Single Execution Affidavits



**EXHIBIT “A”  
PROFESSIONAL SERVICES AGREEMENT  
BETWEEN  
THE CITY OF OKEECHOBEE  
AND**

---

**THE PROFESSIONAL SERVICES AGREEMENT** (this “Agreement”) is made effective as of the \_\_\_\_\_ day of \_\_\_\_\_, 2023 (the “Effective Date”), by and between the CITY OF OKEECHOBEE, a Florida municipal corporation, whose principal address is 55 SE 3rd Avenue, Room 100, Okeechobee, FL 34974 (hereinafter the “City”), and \_\_\_\_\_, a Florida Corporation, whose address is \_\_\_\_\_ (hereinafter, the “Consultant”).

**WHEREAS**, the Consultant will perform services on behalf of the City, all as further set forth in the Proposal dated \_\_\_\_\_, 2023, attached hereto as Exhibit “B” (the “Services”); and

**WHEREAS**, the Consultant and City, through mutual negotiation, have agreed upon a fee for the Services; and

**WHEREAS**, the City desires to engage the Consultant to perform the Services and provide the deliverables as specified below.

**NOW, THEREFORE**, in consideration of the mutual covenants and conditions contained herein, the Consultant and the City agree as follows:

**1. Scope of Services.**

1.1 Consultant shall provide the Services set forth in the Proposal attached hereto as Exhibit “B” and incorporated herein by reference.

1.2 Consultant shall furnish all reports, documents, information obtained pursuant to this Agreement, and recommendations during the term of this Agreement (hereinafter “Deliverables”).

1.3 Consultant shall provide a minimum of sixty (60) hours of work a month, which shall include, but not be limited to, monthly Zoom meetings, availability by telephone at all times, presence at Council, Technical Review Committee, Planning Board, Board of Adjustment, and Design Review Board meetings, and assistance to management and staff with planning requirements.

**2. Term/Commencement Date.**

2.1 This Agreement shall become effective upon the Effective Date and shall remain in effect for three (3) years thereafter, unless earlier terminated in accordance with Paragraph 8. The City shall have the right to renew the term of the Agreement for two (2) additional one (1) year terms, upon the same terms and conditions, and

upon written notice to Consultant at least thirty (30) days prior to expiration of the term.

2.2 Consultant agrees that time is of the essence and Consultant shall complete the Services within the term of this Agreement, unless extended by the City Administrator.

**3. Compensation and Payment.**

3.1 Compensation for Services provided by Consultant shall be in accordance with the Proposal attached hereto as Exhibit "B." Consultant shall be compensated a flat rate lump sum fee in the amount of \$ \_\_\_\_\_ per month or in accordance with the rate/fee schedule attached hereto as Exhibit "C."

3.2 Consultant shall deliver an invoice to City no more often than once per month detailing Services completed and the amount due to Consultant under this Agreement. Fees shall be paid in arrears each month, pursuant to Consultant's invoice, which shall be based upon the percentage of work completed for each task invoiced. The City shall pay the Consultant in accordance with the Florida Prompt Payment Act after approval and acceptance of the Services by the City Administrator.

**4. Subconsultants.**

4.1 The Consultant shall be responsible for all payments to any Subconsultants and shall maintain responsibility for all work related to the Services.

4.2 Consultant may only utilize the services of a particular subconsultant with the prior written approval of the City Administrator, which approval shall be granted or withheld in the City Administrator's sole and absolute discretion.

**5. City's Responsibilities.**

5.1 City shall make available any maps, plans, existing studies, reports, staff and representatives, and other data pertinent to the Services and in possession of the City, and provide criteria requested by Consultant to assist Consultant in performing the Services.

5.2 Upon Consultant's request, City shall reasonably cooperate in arranging access to public information that may be required for Consultant to perform the Services.

**6. Consultant's Responsibilities.**

6.1 The Consultant shall exercise the same degree of care, skill and diligence in the performance of the Services as is ordinarily provided by a consultant under similar circumstances. If at any time during the term of this Agreement or within two (2) years from the completion of this Agreement, it is determined that the Consultant's Deliverables or Services are incorrect, not properly rendered, defective,

or fail to conform to City requests, the Consultant shall at Consultant's sole expense, immediately correct its Deliverables or Services.

6.2 The Consultant hereby warrants and represents that at all times during the term of this Agreement it shall maintain in good standing all required licenses, certifications and permits required under Federal, State and local laws applicable to and necessary to perform the Services for City as an independent contractor of the City.

**7. Conflict of Interest.**

7.1 The Consultant shall not engage in any other professional or financial activities that could create a conflict of interest with its obligations under this Agreement. This includes, but is not limited to, providing auditing or consulting services to competitors of the City or any private sector entities (including, but not limited to, developers, corporations, and real estate investors) having any current or foreseeable future adversarial issues in the City; engaging in financial or business relationships that could compromise independence; or participating in activities that could compromise Consultant's objectivity or impartiality.

**8. Termination.**

8.1 The City Administrator, without cause, may terminate this Agreement upon sixty (60) calendar days written notice to the Consultant, or immediately with cause.

8.2 Upon receipt of the City's written notice of termination, Consultant shall immediately stop work on the project unless directed otherwise by the City Administrator.

8.3 In the event of termination by the City, the Consultant shall be paid for all work accepted by the City Administrator up to the date of termination, provided that the Consultant has first complied with the provisions of Paragraph 8.4.

8.4 The Consultant shall transfer all books, records, reports, working drafts, documents, maps, and data pertaining to the Services and the project to the City, in a hard copy and electronic format within fourteen (14) days from the date of the written notice of termination or the date of expiration of this Agreement.

**9. Insurance.**

9.1 Requirement. Consultant shall secure and maintain throughout the duration of this agreement insurance of such types and in such amounts not less than those specified below as satisfactory to City, naming the City as an Additional Insured, underwritten by a firm rated A-X or better by A.M. Best and qualified to do business in the State of Florida. The insurance coverage shall be primary insurance with respect to the City, its officials, employees, agents and volunteers naming the City as Additional Insured. Any insurance maintained by the City shall be in excess of the Consultant's insurance and shall not contribute to the Consultant's insurance. The



insurance coverages shall include at a minimum the amounts set forth in this section and may be increased by the City as it deems necessary or prudent.

- a. Commercial General Liability coverage with limits of liability of not less than a \$1,000,000 per Occurrence combined single limit for Bodily Injury and Property Damage. This Liability Insurance shall also include Completed Operations and Product Liability coverages and eliminate the exclusion with respect to property under the care, custody and control of Consultant. The General Aggregate Liability limit and the Products/Completed Operations Liability Aggregate limit shall be in the amount of \$2,000,000 each.
- b. Workers Compensation and Employer's Liability insurance, to apply for all employees for statutory limits as required by applicable State and Federal laws. The policy(ies) must include Employer's Liability with minimum limits of \$1,000,000.00 each accident. No employee, subconsultant or agent of the Consultant shall be allowed to provide Services pursuant to this Agreement who is not covered by Worker's Compensation insurance.
- c. Business Automobile Liability with minimum limits of \$1,000,000 per Occurrence, combined single limit for Bodily Injury and Property Damage. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability policy, without restrictive endorsements, as filed by the Insurance Service Office, and must include Owned, Hired, and Non-Owned Vehicles.
- d. Professional Liability, Malpractice and Errors and Omissions Insurance in an amount of not less than \$1,000,000.00 per occurrence, single limit.

9.2 **Certificate of Insurance**. Certificates of Insurance shall be provided to the City, reflecting the City as an Additional Insured (except with respect to professional Liability Insurance and Worker's Compensation Insurance), no later than ten (10) days after award of this Agreement and prior to the execution of this Agreement by City and prior to commencing Services. Each certificate shall include no less than (30) thirty-day advance written notice to City prior to cancellation, termination, or material alteration of said policies or insurance. The Consultant shall be responsible for assuring that the insurance certificates required by this Section remain in full force and effect for the duration of this Agreement, including any extensions or renewals that may be granted by the City. The Certificates of Insurance shall not only name the types of policy(ies) provided, but also shall refer specifically to this Agreement and shall state that such insurance is as required by this Agreement. The City reserves the right to inspect and return a certified copy of such policies, upon written request by the City. If a policy is due to expire prior to the completion of the Services, renewal Certificates of Insurance shall be furnished thirty (30) calendar days prior to the date of their policy expiration. Each policy certificate shall be endorsed with a provision that not less than thirty (30) calendar days' written notice shall be provided to the City before any policy or coverage is cancelled or restricted. Acceptance of the Certificate(s) is subject to approval of the City.



9.3 **Additional Insured.** Except with respect to Professional Liability Insurance and Worker's Compensation Insurance, the City is to be specifically included as an Additional Insured for the liability of the City resulting from Services performed by or on behalf of the Consultant in performance of this Agreement. The Consultant's insurance, including that applicable to the City as an Additional Insured, shall apply on a primary basis and any other insurance maintained by the City shall be in excess of and shall not contribute to the Consultant's insurance. The Consultant's insurance shall contain a severability of interest provision providing that, except with respect to the total limits of liability, the insurance shall apply to each Insured or Additional Insured (for applicable policies) in the same manner as if separate policies had been issued to each.

9.4 **Loss Payee.** The City is to be specifically named as a loss payee under the Consultant's Professional Insurance policy so that the City will be a third-party beneficiary entitled to receive all money payable under the relevant policy for any claims, damages, or losses in connection with, related to, or arising from Consultant's Services or performance pursuant to this Agreement.

9.5 **Deductibles.** All deductibles or self-insured retentions must be declared to and be reasonably approved by the City. The Consultant shall be responsible for the payment of any deductible or self-insured retentions in the event of any claim.

9.6 **Survival.** The provisions of this section shall survive termination of this Agreement.

10. **Nondiscrimination.**

10.1 During the term of this Agreement, Consultant shall not discriminate against any of its employees or applicants for employment because of their race, color, religion, sex, or national origin, and to abide by all Federal and State laws regarding nondiscrimination.

11. **Attorney Fees and Waiver of Jury Trial.**

11.1 In the event of any litigation arising out of this Agreement, the prevailing party shall be entitled to recover its attorneys' fees and costs, including the fees and expenses of any paralegals, law clerks and legal assistants, and including fees and expenses charged for representation at both the trial and appellate levels.

11.2 IN THE EVENT OF ANY LITIGATION ARISING OUT OF THIS AGREEMENT, EACH PARTY HEREBY KNOWINGLY, IRREVOCABLY, VOLUNTARILY AND INTENTIONALLY WAIVES ITS RIGHT TO TRIAL BY JURY.

**12. Indemnification.**

12.1 Consultant shall indemnify and hold harmless the City, its officers, agents and employees, from and against any and all demands, claims, losses, suits, liabilities, causes of action, judgment or damages, arising from Consultant's negligent acts, errors, or omissions arising out of the performance or non-performance of any provision of this Agreement, including, but not limited to, liabilities arising from contracts between the Consultant and third parties made pursuant to this Agreement. Consultant shall reimburse the City for all its expenses including reasonable attorneys' fees and costs incurred in and about the defense of any such claim or investigation and for any judgment or damages arising from Consultant's negligent performance or non-performance of this Agreement.

12.2 The provisions of this section shall survive termination of this Agreement.

**13. Notices/Authorized Representatives.**

13.1 Any notices required by this Agreement shall be in writing and shall be deemed to have been properly given if transmitted by hand-delivery, by registered or certified mail with postage prepaid return receipt requested, or by a private postal service, addressed to the parties (or their successors) at the following addresses:

For the City: Gary Ritter, City Administrator  
City of Okeechobee  
55 SE 3<sup>rd</sup> Avenue, Room 201  
Okeechobee, FL 34974

With a copy to: John J. Fumero, Esq.  
City Attorney  
Nason Yeager Gerson Harris & Fumero, PA  
750 Park of Commerce Blvd., Suite 210  
Boca Raton, FL 33487

For the Consultant:

**14. Governing Laws.**

14.1 This Agreement shall be construed in accordance with and governed by the laws of the State of Florida. Venue for any proceedings arising out of this Agreement shall be proper exclusively in Okeechobee County, Florida.

**15. Entire Agreement/Modification/Amendment.**

15.1 This writing contains the entire Agreement of the parties and supersedes any prior oral or written representations. No representations were made or relied upon by either party, other than those that are expressly set forth herein.

15.2 No agent, employee, or other representative of either party is empowered to modify or amend the terms of this Agreement, unless executed with the same formality as this document.

15.3 Consultant represents that is an entity validly existing and in good standing under the laws of Florida. The execution, delivery and performance of this Agreement by Consultant have been duly authorized, and this Agreement is binding on Consultant and enforceable against Consultant in accordance with its terms. No consent of any other person or entity to such execution, delivery and performance is required.

**16. Ownership and Access to Records and Audits.**

16.1 Consultant acknowledges that all inventions, innovations, improvements, developments, methods, designs, analyses, drawings, reports, compiled information, and all similar or related information (whether patentable or not) which relate to Services to the City which are conceived, developed or made by Consultant during the term of this Agreement (“Work Product”) belong to the City. Consultant shall promptly disclose such Work Product to the City and perform all actions reasonably requested by the City (whether during or after the term of this Agreement) to establish and confirm such ownership (including, without limitation, assignments, powers of attorney and other instruments).

16.2 Consultant agrees to keep and maintain public records in Consultant’s possession or control in connection with Consultant’s performance under this Agreement. Consultant additionally agrees to comply specifically with the provisions of Section 119.0701, Florida Statutes. Consultant shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law, for the duration of the Agreement, and following completion of the Agreement until the records are transferred to the City.

16.3 Upon request from the City’s custodian of public records, Consultant shall provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by Chapter 119, Florida Statutes, or as otherwise provided by law.

16.4 Unless otherwise provided by law, any and all records, including but not limited to reports, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of the City.

16.5 Upon completion of this Agreement or in the event of termination by either party, any and all public records relating to the Agreement in the possession of the Consultant shall be delivered by the Consultant to the City Administrator, at no cost to the City, within seven (7) days. All such records stored electronically by Consultant shall be delivered to the City in a format that is compatible with the City’s information technology systems. Once the public records have been delivered upon

completion or termination of this Agreement, the Consultant shall destroy any and all duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.

16.6 Any compensation due to Consultant shall be withheld until all records are received as provided herein.

16.7 Consultant's failure or refusal to comply with the provisions of this section shall result in the immediate termination of this Agreement by the City.

**Notice Pursuant to Section 119.0701(2)(a), Florida Statutes**

**IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS.**

**Custodian of Records:** Lane Earnest-Gamiotea, CMC  
**Mailing address:** 55 SE 3<sup>rd</sup> Avenue, Room 100  
Okeechobee, FL 34974  
**Telephone number:** 863-763-3372  
**Email:** [lgamiotea@cityofokeechobee.com](mailto:lgamiotea@cityofokeechobee.com)

**17. Nonassignability.**

17.1 This Agreement shall not be assignable by Consultant unless such assignment is first approved by the City Administrator. The City is relying upon the apparent qualifications and expertise of the Consultant, and such firm's familiarity with the City's area, circumstances and desires.

**18. Severability.**

18.1 If any term or provision of this Agreement shall to any extent be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each remaining term and provision of this Agreement shall be valid and be enforceable to the fullest extent permitted by law.

**19. Independent Contractor.**

19.1 The Consultant and its employees, volunteers and agents shall be and remain an independent contractor and not an agent or employee of the City with respect to all of the acts and services performed by and under the terms of this Agreement. This Agreement shall not in any way be construed to create a partnership, association or any other kind of joint undertaking, enterprise or venture between the parties.



**20. Compliance with Laws.**

20.1 The Consultant shall comply with all applicable laws, ordinances, rules, regulations, and lawful orders of public authorities in carrying out Services under this Agreement, and in particular shall obtain all required permits from all jurisdictional agencies to perform the Services under this Agreement at its own expense.

**21. E-Verify**

21.1 Consultant has verified that its employees are authorized to work in the U.S. and certifies that a good faith effort has been made to properly identify employees by timely reviewing and completing appropriate documentation, including but not limited to the Department of Homeland Security, U.S. Citizenship, and Immigration Services Form I-9. Answers to questions regarding E-Verify as well as instructions on enrollment may be found at the E-Verify website: [www.uscis.gov/e-verify](http://www.uscis.gov/e-verify). Consultant shall expressly require any subcontractors performing work or providing services pursuant to this contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

**22. No Lobbying**

22.1 Pursuant to Chapter 216.347, F.S., the Contractor is prohibited from the expenditure of any funds under this Contract to lobby the Legislature, the judicial branch or another state agency.

**23. Waiver.**

23.1 The failure of either party to this Agreement to object to or to take affirmative action with respect to any conduct of the other which is in violation of the terms of this Agreement shall not be construed as a waiver of the violation or breach, or of any future violation, breach, or wrongful conduct.

**24. Survival of Provisions.**

24.1 Any terms or conditions of either this Agreement that require acts beyond the date of the term of the Agreement, shall survive termination of the Agreement, shall remain in full force and effect unless and until the terms or conditions are completed and shall be fully enforceable by either party.

**25. Prohibition of Contingency Fees.**

25.1 The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person(s), company, corporation, individual or firm, other than a bona fide employee working

solely for the Consultant, any fee, Council, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement.

**26. Public Entity Crimes Affidavit.**

26.1 Consultant shall comply with Section 287.133, Florida Statutes (Public Entity Crimes Statute), notification of which is hereby incorporated herein by reference, including execution of any required affidavit.

**27. Counterparts.**

27.1 This Agreement may be executed in several counterparts, each of which shall be deemed an original and such counterparts shall constitute one and the same instrument.

**28. Responsible Vendor Determination.**

28.1 Respondent is hereby notified that Section 287.05701, Florida Statutes, requires that the City may not request documentation of, or consider, a vendor's social, political, or ideological interests when determining if the vendor is a responsible vendor.

[Signature pages follow.]

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the date written below their signatures.

**FOR THE CONSULTANT:**

\_\_\_\_\_ for  
Corporation

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

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

Title: \_\_\_\_\_

Date Executed: \_\_\_\_\_

IN WITNESS WHEREOF the parties hereto have executed this Agreement on the day and date first above written.

**FOR THE CITY:**

**CITY OF OKEECHOBEE,**  
a Florida municipal  
corporation

\_\_\_\_\_  
By: Dowling R. Watford Jr. Mayor

Date Executed: \_\_\_\_\_

Attest:

By: \_\_\_\_\_  
**Lane Gamiotea, CMC**  
City Clerk

Approved as to Form and Legal Sufficiency:

By: \_\_\_\_\_  
**Nason Yeager Gerson Harris & Fumero, P.A.**  
City Attorney



**EXHIBIT “B”**  
**SCOPE OF SERVICES**

Scope of Services are those contained in the Proposal dated \_\_\_\_\_, 2023, attached hereto and incorporated herein by reference.

## **EXHIBIT “C”**

### **RATE SCHEDULE AND COMPENSATION AND PAYMENT TERMS**

The Rate Schedule for Services performed pursuant to this Agreement are as follows:

[INSERT RATE SCHEDULE]

Additional Compensation and Payment Terms: [TBD]

**Form 1**  
**RESPONSE CHECKLIST**

- \_\_\_\_\_ **Form 1:       Response Checklist**
- \_\_\_\_\_ **Form 2:       Proposal Information Form**
- \_\_\_\_\_ **Form 3:       Certificate of Authority (Complete Form 3A or 3B as applicable)**  
                          **Certificate of Authority (for Corporations or Partnerships)**  
                          **Certificate of Authority (for Individuals)**
- \_\_\_\_\_ **Form 4       Company Qualifications Questionnaire**
- \_\_\_\_\_ **Form 5       Key Personnel**
- \_\_\_\_\_ **Form 6       Client References**
- \_\_\_\_\_ **Form 7:       Dispute Disclosure**
- \_\_\_\_\_ **Form 8:       Acknowledgment of Addenda**
- \_\_\_\_\_ **Form 9:       Single Execution Affidavit**

**Form 2**  
**PROPOSAL INFORMATION FORM**

I certify that any and all information contained in this RFP is true. I certify that this RFP is made without prior understanding, agreement, or connections with any corporation, firm or person submitting a RFP for the same materials, supplies, equipment, or services and is in all respects fair and without collusion or fraud. I agree to abide by all terms and conditions of the RFP and certify that I am authorized to sign for the Proposer's firm. Please print the following and sign your name:

**FIRM NAME**

**PRINCIPAL BUSINESS ADDRESS**

**TELEPHONE**

**FACSIMILE**

**EMAIL ADDRESS**

**FEDERAL I.D. NO.  
OR SOCIAL SECURITY NUMBER**

**MUNICIPAL BUSINESS TAX RECEIPT  
OR OCCUPATIONAL LICENSE NO.**

**NAME**

**TITLE**

**AUTHORIZED SIGNATURE**



**FORM 3A**  
**CERTIFICATE OF AUTHORITY**  
**(if Corporation)**

I HEREBY CERTIFY that a meeting of the [circle one] Board of Directors/ Partners of \_\_\_\_\_

\_\_\_\_\_ a business existing under the laws of the State of \_\_\_\_\_

\_\_\_\_\_, (the "Entity") held on \_\_\_\_\_, 20\_\_\_\_, the following resolution was duly passed and adopted:

"RESOLVED, that, \_\_\_\_\_, as \_\_\_\_\_ of the Entity, be and is hereby authorized to execute this Proposal dated \_\_\_\_\_, 2023 on behalf of the Entity and submit this Proposal to the City of Okeechobee, and this Entity and the execution of this Certificate of Authority, attested to by the Secretary of the Corporation, and with the Entity's Seal affixed, will be the official act and deed of this Entity."

I FURTHER CERTIFY that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the Entity this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Secretary: _____	President: _____
Print Name:	Print Name:

(Seal) \_\_\_\_\_

**FORM 3B**  
**CERTIFICATE OF AUTHORITY**  
**(if Individual)**

I, \_\_\_\_\_ (“Affiant”) being first duly sworn, deposes and says:

1. I am the \_\_\_\_\_  
[Select and print as applicable: Owner/Partner/Officer/Representative/Agent] of: \_\_\_\_\_  
\_\_\_\_\_ DBA \_\_\_\_\_, the  
Contractor that has submitted the attached Proposal.
2. I am fully informed respecting the preparation and contents of the attached Proposal and all  
of the pertinent circumstances respecting such Proposal.
3. I am authorized to execute the Proposal \_\_\_\_\_, Dated \_\_\_\_\_  
and submit this Proposal to the City of Okeechobee, and the execution of this Certificate of  
Authority, attested to by a Notary Public, will be the official act and deed of this attestation.

**In the presence of:**

**Signed, sealed and delivered:**

\_\_\_\_\_  
Witness

\_\_\_\_\_

\_\_\_\_\_  
Witness

**ACKNOWLEDGMENT**

**STATE OF FLORIDA**  
**COUNTY OF \_\_\_\_\_**

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐  
online notarization, this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_, who is  
personally known to me or produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public Signature

Commission No. \_\_\_\_\_

## FORM 4

### Company Qualification Questionnaire

**Some responses may require the inclusion of separate attachments. Separate attachments should be as concise as possible, while including the requested information. In no event should the total page count of all attachments to this Form exceed five (5) pages. Some Information may not be applicable, in such instances insert "N/A".**

1. How many years has your company been in business under its current name and ownership?

\_\_\_\_\_

- a. Professional Licenses/Certifications (include name and license #)\* Issuance Date

_____	_____
_____	_____
_____	_____
_____	_____

(\*include active certifications of small or disadvantage business & name of certifying entity)

2. Type of Company: [1 Individual [1 Partnership [1 Corporation [1 LLC [1 Other

If other, please describe the type of company: \_\_\_\_\_

- a. FEIN/EIN Number: \_\_\_\_\_

- b. Dept. of Business Professional Regulation Category (DBPR):

i. Date Licensed by DBPR: \_\_\_\_\_

ii. License Number: \_\_\_\_\_

- c. Date registered to conduct business in the State of Florida: \_\_\_\_\_

i. Date filed:

ii. Document Number:

- d. Primary Office Location:

e. What is your primary business?

(This answer should be specific)

f. Name and Licenses of any prior companies

Name of Company

License Name & No.

Issuance Date

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---

---

### 3. Company Ownership

a. Identify all owners or partners of the company:  
(Attach additional pages if necessary)

Name

Title

% of ownership

---

---

---

---

b. Is any owner identified above an owner in another company? \_\_\_\_\_

If yes, identify the name of the owner, other company names, and %  
ownership

---

---



- c. Identify all individuals authorized to sign for the company, indicating the level of their signing authority (use additional pages/attachments if necessary)

Name	Title	Signatory Authority (All, Cost Up to \$Amount, No-Cost, Other)
------	-------	-------------------------------------------------------------------

_____	_____	_____
_____	_____	_____
_____	_____	_____

#### 4. Employee Information

- a. Total No. of Employees:
- b. Total No. of Managerial/Admin. Employees:

\_\_\_\_\_

#### 5. Recent Contracts

- a. Identify the five (5) most recent contracts in which your company has provided similar services to other public entities. Include the Owner's name and contact person.

_____
_____
_____
_____
_____

#### 6. Insurance Information:

- a. Insurance Carrier name & address:

\_\_\_\_\_

---

[illegible]

By signing below, Proposer certifies that the information contained herein is complete and accurate to the best of Proposer's knowledge.

By: \_\_\_\_\_  
Signature of Authorized Officer

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

**FORM 5**  
**Proposer's Team & Key Personnel**  
**Key Personnel and Staff Table**

1. Proposer shall complete the following chart with its proposed Key Personnel and Staff. If additional space is required, use a duplicate page and attach to this form.

<b>Name</b>	<b>Job Title</b>	<b>Company</b>	<b>Years of Experience</b>	<b>Years with Proposer</b>	<b>Licenses &amp; Certifications</b>



2. In the space below, explain the Proposer's ability and resources to substitute personnel with equal or higher qualifications than the Key Staff they will substitute for, where substitution is required due to attrition, turnover, or specific request from the City.

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3. In the chart below, provide the requested information for each Key Personnel or Staff member's engagement commitments that will exist concurrently with the City's Services.

Name	Area of Responsibility	Commitment Hours	Client	Period of Engagement

By signing below, Proposer certifies that the information contained herein is complete and accurate to the best of Proposer's knowledge.

By: \_\_\_\_\_  
Signature of Authorized Officer

\_\_\_\_\_  
Print Name

Date:

**FORM 6  
CLIENT REFERENCES**

**IN ADDITION TO THE INFORMATION REQUIRED ON THIS FORM,  
CONSULTANT TO PROVIDE A MINIMUM OF THREE REFERENCE LETTERS.**

**REFERENCE #1**

**Public Entity Name:** \_\_\_\_\_

**Reference Contact Name:**

\_\_\_\_\_

**Contact Title:**

\_\_\_\_\_

**Contact Department:**

\_\_\_\_\_

**Contact Telephone:**

\_\_\_\_\_

**Contact Email:**

\_\_\_\_\_

**Public Entity Size/Number of Residents/Square Mileage:** \_\_\_\_\_

**Contract Start Date:** \_\_\_\_\_ **Contract End Date:** \_\_\_\_\_

**Is the Contract still Active?** Yes \_\_\_\_\_ No \_\_\_\_\_

**Scope of Work (be as detailed as possible)** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**REFERENCE #2**

**Public Entity Name:** \_\_\_\_\_

**Reference Contact Name:**

\_\_\_\_\_

**Contact Title:**

\_\_\_\_\_

**Contact Department:**

\_\_\_\_\_

**Contact Telephone:**

\_\_\_\_\_

**Contact Email:**

\_\_\_\_\_

**Public Entity Size/Number of Residents/Square Mileage:** \_\_\_\_\_

**Contract Start Date:** \_\_\_\_\_ **Contract End Date:** \_\_\_\_\_

**Is the Contract still Active?** Yes \_\_\_\_\_ No \_\_\_\_\_

**Scope of Work (be as detailed as possible)** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_



**REFERENCE #3**

**Public Entity Name:** \_\_\_\_\_

**Reference Contact Name:**

\_\_\_\_\_  
**Contact Title:**

\_\_\_\_\_  
**Contact Department:**

\_\_\_\_\_  
**Contact Telephone:**

\_\_\_\_\_  
**Contact Email:**

\_\_\_\_\_  
**Public Entity Size/Number of Residents/Square Mileage:** \_\_\_\_\_

**Contract Start Date:** \_\_\_\_\_ **Contract End Date:** \_\_\_\_\_

**Is the Contract still Active?** Yes \_\_\_\_\_ No \_\_\_\_\_

**Scope of Work (be as detailed as possible)** \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**FORM 7**  
**DISPUTE DISCLOSURE**

**Answer the following questions by placing an “X” after “Yes” or “No”. If you answer “Yes”, please explain in the space provided, or on a separate sheet attached to this form.**

1. Has your firm or any of its officers, received a reprimand of any nature or been suspended by the Department of Professional Regulations or any other regulatory agency or professional associations within the last five (5) years?

YES                      NO

2. Has your firm, or any member of your firm, been declared in default, terminated or removed from a contract or job related to the services your firm provides in the regular course of business within the last five (5) years?

YES                      NO

3. Has your firm had against it or filed any requests for equitable adjustment, contract claims, Bid protests, or litigation in the past five (5) years that is related to the services your firm provides in the regular course of business?

YES                      NO

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

I hereby certify that all statements made are true and agree and understand that any misstatement or misrepresentation or falsification of facts shall be cause for forfeiture of rights for further consideration of this Proposal or Bid for the City of Okeechobee.

**Firm:** \_\_\_\_\_

**Authorized Signature:** \_\_\_\_\_

**Print or Type Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

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

**FORM 8**  
**ACKNOWLEDGEMENT OF ADDENDA**

I HEREBY ACKNOWLEDGE that I have received all of the following addenda and am informed of the contents thereof:

Addendum Numbers Received:

(Check the box next to each addendum received)

<input type="checkbox"/> Addendum 1	<input type="checkbox"/> Addendum 6
<input type="checkbox"/> Addendum 2	<input type="checkbox"/> Addendum 7
<input type="checkbox"/> Addendum 3	<input type="checkbox"/> Addendum 8
<input type="checkbox"/> Addendum 4	<input type="checkbox"/> Addendum 9
<input type="checkbox"/> Addendum 5	<input type="checkbox"/> Addendum 10

\_\_\_\_\_  
NAME OF ENTITY

\_\_\_\_\_  
AUTHORIZED SIGNATURE

\_\_\_\_\_  
PRINT NAME

\_\_\_\_\_  
DATE

**FORM 9**

**SINGLE EXECUTION AFFIDAVITS**

**THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC  
OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.**

**THIS FORM COMBINES SEVERAL AFFIDAVIT STATEMENTS TO BE SWORN TO BY THE PROPOSER OR BIDDER AND NOTARIZED BELOW. IN THE EVENT THE PROPOSER OR BIDDER CANNOT SWEAR TO ANY OF THESE AFFIDAVIT STATEMENTS, THE PROPOSER OR BIDDER IS DEEMED TO BE NON-RESPONSIBLE AND IS NOT ELIGIBLE TO SUBMIT A PROPOSAL/BID.**

**THESE SINGLE EXECUTION AFFIDAVITS ARE SUBMITTED TO THE CITY OF OKEECHOBEE AND ARE STATEMENTS MADE:**

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

For (Name of Proposing or Bidding Entity): \_\_\_\_\_

Whose business address is: \_\_\_\_\_

And (if applicable) its Federal Employer Identification Number (FEIN) is: \_\_\_\_\_

\_\_\_\_\_  
(if the entity does not have an FEIN, include the Social Security Number of the individual signing this sworn statement. SS#: \_\_\_\_\_ )

**Americans with Disabilities Act Compliance Affidavit**

The above named firm, corporation or organization is in compliance with and agrees to continue to comply with, and assure that any subcontractor, or third party contractor under this project complies with all applicable requirements of the laws listed below including, but not limited to, those provisions pertaining to employment, provision of programs and services, transportation, communications, access to facilities, renovations, and new construction.

- The American with Disabilities Act of 1990 (ADA), Pub. L. 101-336, 104 Stat 327, 42 USC 1210112213 and 47 USC Sections 225 and 661 including Title I, Employment; Title II, Public Services; Title III, Public Accommodations and Services Operated by Private entities; Title IV, Telecommunications; and Title V, Miscellaneous Provisions.
- The Florida Americans with Disabilities Accessibility Implementation Act of 1993, Section 553.501-553.513, Florida Statutes:
- The Rehabilitation Act of 1973, 229 USC Section 794;



- The Federal Transit Act, as amended 49 USC Section 1612;
- The Fair Housing Act as amended 42 USC Section 3601-3631.

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Proposer Initials

### **Public Entity Crimes Affidavit**

I understand that a “public entity crime” as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentations.

I understand that “convicted” or “conviction” as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

I understand that an “affiliate” as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

1. A predecessor or successor of a person convicted of a public entity crime; or
2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term “affiliate” includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm’s length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

I understand that a “person” as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term “person” includes those officers, directors, executives, and partners, shareholders, employees, members, and agents who are active in management of an entity.

Based on information and belief, the statement, which I have marked below, is true in relations to the entity submitting this sworn statement.

**(INDICATE WHICH STATEMENT APPLIES.)**

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

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

☐ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida , Division of Administrative Hearings and the final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list (attach a copy of the final order).

I understand that the submission of this form to the contracting officer for the public entity identified in paragraph 1 above is for that public entity only and that this form is valid through December 31 of the calendar year in which it is filed. I also understand that I am required to inform the public entity prior to entering into a contract in excess of the threshold amount provided in Section 287.017, Florida Statutes for category two of any change in the information contained in this form.

\_\_\_\_\_  
Proposer Initials

### **No Conflict of Interest or Contingent Fee Affidavit**

Proposer warrants that neither it nor any principal, employee, agent, representative nor family member has paid or will pay any fee or consideration that is contingent on the award or execution of a contract arising out of this solicitation. Proposer also warrants that neither it nor any principal, employee, agent, representative nor family member has procured or attempted to procure this contract in violation of any of the provisions of the City of Okeechobee conflict of interest or code of ethics ordinances or State Law. Further, Proposer acknowledges that any violation of these warrants will result in the termination of the contract and forfeiture of funds paid or to be paid to the Proposer should the Proposer be selected for the performance of this contract.

\_\_\_\_\_  
Proposer Initials

### **Business Entity Affidavit**

Proposer hereby recognizes and certifies that no elected official, board member, or employee of the City of Okeechobee (the "City") shall have a financial interest directly or indirectly in this transaction or any compensation to be paid under or through this transaction, and further, that no City employee, nor any elected or appointed officer (including City board members) of the City, nor any spouse, parent or child of such employee or elected or appointed officer of the City, may be a partner, officer, director or proprietor of Proposer or Vendor, and further, that no such City employee or elected or appointed officer, or the spouse, parent or child of any of them, alone or in combination, may have a material interest in the Vendor or Proposer. Material interest means direct or indirect ownership of more than 5% of the total assets or capital stock of the Proposer. Any exception to these above described restrictions must be expressly provided by applicable law or ordinance and be confirmed in writing by City. Further, Proposer recognizes that with respect to this transaction or bid, if any Proposer violates or is a party to a violation of the ethics ordinances or rules of the City, the provisions of and as applicable to City, or the provisions of Chapter 112, part III, F.S., the Code of Ethics for Public Officers and Employees, such Proposer may be disqualified from furnishing the goods or services for which the bid or proposal is submitted and may be further disqualified from submitting any future bids or proposals for goods or services to City.

\_\_\_\_\_  
Proposer Initials

### **Anti-Collusion Affidavit**

1. Proposer/Bidder has personal knowledge of the matters set forth in its Proposal/Bid and is fully informed respecting the preparation and contents of the attached Proposal/Bid and all pertinent circumstances respecting the Proposal/Bid;
2. The Proposal/Bid is genuine and is not a collusive or sham Proposal/Bid; and
3. Neither the Proposer/Bidder nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including Affiant, has in any way colluded, conspired, connived, or agreed, directly or indirectly with any other Proposer/Bidder, firm, or person to submit a collusive or sham Proposal/Bid, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Proposer/Bidder, firm, or person to fix the price or prices in the attached Proposal/Bid or of any other Proposer/Bidder, or to fix any overhead, profit, or cost element of the Proposal/Bid price or the Proposal/Bid price of any other Proposer/Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Okeechobee or any person interested in the proposed Contract.

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Proposer Initials

### **Scrutinized Company Certification**

1. Proposer certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S., the City may immediately terminate the Agreement that may result from this RFP at its sole option if the Proposer or its subcontractors are found to have submitted a false certification; or if the Proposer, or its subcontractors are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.
2. If the Agreement that may result from this RFP is for more than one million dollars, the Proposer certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. pursuant to Section 287.135, F.S., the City may immediately terminate the Agreement that may result from this RFP at its sole option if the Proposer, its affiliates, or its subcontractors are found to have submitted a false certification; or if the Proposer, its affiliates, or its subcontractors are placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.
3. The Proposer agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under the Agreement that may result from this RFP. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize the above-stated contracting prohibitions then they shall become inoperative.

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Proposer Initials



**Acknowledgment, Warranty, and Acceptance**

1. Proposer warrants that it is willing and able to comply with all applicable state of Florida laws, rules and regulations.
2. Proposer warrants that it has read, understands, and is willing to comply with all requirements of **RFP No. ADM 01-32-07-23** and any addendum/addenda related thereto.
3. Proposer warrants that it will not delegate or subcontract its responsibilities under an agreement without the prior written permission of the City Council or City Administrator, as applicable.
4. Proposer warrants that all information provided by it in connection with this Proposal is true and accurate.

\_\_\_\_\_  
Proposer Initials

**Sworn Signature of Proposing Entity Representative and Notarization  
for all above Affidavits follows on the next page.**



**In the presence of:**

**Signed, sealed and delivered:**

\_\_\_\_\_  
Witness

\_\_\_\_\_

\_\_\_\_\_  
Witness

**ACKNOWLEDGMENT**

**STATE OF FLORIDA**  
**COUNTY OF \_\_\_\_\_**

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_, who is personally known to me or produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public Signature

Commission No. \_\_\_\_\_

## **EXHIBIT “C”**

### **RATE SCHEDULE AND COMPENSATION AND PAYMENT TERMS**

The Rate Schedule for Services performed pursuant to this Agreement are as follows:

	FY Audit 2023	FY Audit 2024	FY Audit 2024
Perform external audit services in accordance with auditing standards generally accepted in the United States of American (GAAS)	\$34,000.00	\$34,700.00	\$35,500.00
If needed, Single Audit, per each federal or state major program that requires an audit	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00



## PROPOSAL PRICING & BINDING AUTHORITY

AFTER CAREFUL CONSIDERATION OF THE REFERENCED PROPOSAL, WE ACCEPT YOUR INSURANCE PROGRAM AS  
INDICATED WITH AN "X" BELOW:

PROPERTY & CASUALTY COVERAGES	PREMIUM BREAKDOWN			BIND	
	2022 – 2023	2023 – 2024	% CHANGE	YES	NO
PRM PROPERTY & CRIME	\$79,854	\$95,185		X	
PRM GL/LEL/AL/E&O/EXCESS LIABILITY	\$102,378	\$113,719		X	
PRM WORKERS' COMPENSATION	\$131,858	\$141,582		X	
PREFERRED MEMBER PARTICIPATION CREDIT	-\$4,711	-\$5,257		X	
GRAND TOTAL	\$309,379	\$345,229	11.59%		
OPTIONAL/ANCILLARY COVERAGES					
CYBER LIABILITY	INCLUDED	INCLUDED		X	
PRM EQUIPMENT BREAKDOWN	N/A	\$506		X	
POLLUTION LIABILITY	N/A	N/A			
AVIATION LIABILITY	N/A	N/A			

**PAYMENT PLAN:** PRM ALLOWS THEIR MEMBERS TO PAY THEIR TOTAL COSTS IN FOUR (4) QUARTERLY INSTALLMENTS. THE FIRST INSTALLMENT IS DUE AT INCEPTION AND IS EQUAL TO 25% OF ALL COSTS. THE REMAINING COSTS WILL BE PAID OVER THE NEXT THREE (3) QUARTERS.

THIS WARRANTS THAT YOU HAVE NO KNOWLEDGE OF ANY CLAIM, OR INCIDENT THAT MAY RESULT IN A CLAIM, THAT HAS NOT BEEN REPORTED TO THE INSURANCE CARRIER.

IT IS UNDERSTOOD AND AGREED THAT REFERENCED PROPOSAL PROVIDES ONLY A SUMMARY OF THE INSURANCE PROGRAM OPTIONS OFFERED. THE ACTUAL POLICIES WILL CONTAIN THE COMPLETE TERMS, CONDITIONS, DEDUCTIBLES, EXCLUSIONS, ETCETERA. PLEASE REVIEW POLICY LANGUAGE FOR A FULL UNDERSTANDING OF PURCHASED PROGRAM.

\_\_\_\_\_  
Member Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Member Name

**SIGNED BINDING AUTHORITY TO BE RETURNED BY 09/15/2023**

THIS DOCUMENT IN ITS ENTIRETY IS CONFIDENTIAL & PROPRIETARY IN NATURE - NOT FOR PUBLIC RECORD.

**Freedom Baptist Church**  
**1115 SW 3<sup>rd</sup> Ave.**  
**Okeechobee, FL 34972**

Mike Worf, Pastor  
Freedom Baptist Church  
1115 SW 3<sup>rd</sup> Ave.  
Okeechobee, FL 34072

August 25, 2023

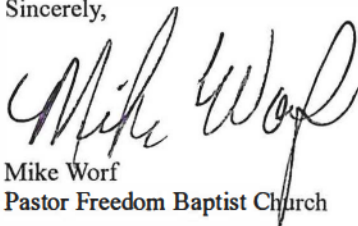
City of Okeechobee  
55 SE 3<sup>rd</sup> Ave.  
Okeechobee, FL 34974

To Whom It May Concern:

We are asking for permission to park on the old church lot that was purchased by the city located to the north of our property. The times that we would need it would be mainly on Sunday morning from 10 am to 12 pm. However, there could be special times that we possibly need to utilize it. Our times will not interfere with your use of the building.

Thank you for giving consideration for us to use this parking lot. It would be very beneficial for us.

Sincerely,

A handwritten signature in black ink that reads "Mike Worf". The signature is fluid and cursive, with the first name "Mike" and last name "Worf" clearly distinguishable.

Mike Worf  
Pastor Freedom Baptist Church