

### **CITY OF OKEECHOBEE**

55 SE THIRD AVENUE OKEECHOBEE, FL 34974 NOVEMBER 1, 2022 6:00 PM LIST OF EXHIBITS Mayor
Dowling R. Watford, Jr.
Council Members
Noel Chandler
Monica Clark
Bob Jarriel
Bobby Keefe

Draft Minutes October 18, 2022

Exhibit 1 Ordinance No. 1264, Rezoning Exhibit 2 Ordinance No. 1265, Rezoning

Exhibit 3 Education Foundation of Okeechobee update

Exhibit 4 Memorandum of Understanding for Landscaping endcaps

Exhibit 5 Purchase of Caterpillar Backhoe Exhibit 6 Purchase of 2023 Ford F-250

Exhibit 7 Purchase of TRACS Interface regarding FIBRS Grant 2021-FBSFA-F2-043
Exhibit 8 FDEP Grant LPA0350 Taylor Creek SE 8th Ave Stormwater Conveyance

Phase II



## CITY OF OKEECHOBEE, FLORIDA OCTOBER 18, 2022, REGULAR CITY COUNCIL MEETING

#### **DRAFT MEETING MINUTES**

#### I. CALL TO ORDER

Mayor Watford called the regular meeting of the City Council for the City of Okeechobee to order on October 18, 2022, at 6:00 P.M. in the City Council Chambers, located at 55 Southeast 3<sup>rd</sup> Avenue, Room 200, Okeechobee, Florida. The invocation was offered by Pastor Lindell Selvey, Retired of Okeechobee Missionary Baptist Church; followed by the Pledge of Allegiance led by Council Member Keefe.

#### II. ATTENDANCE

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

#### III. AGENDA AND PUBLIC COMMENTS

- **A.** Item B, under IV., Presentations and Proclamations, proclaiming World Polio Day and Item E, under VII., New Business, Exhibit 5, a Temporary Street Closing Application, were added.
- **B.** Motion and second by Council Members Keefe and Chandler to approve the agenda as amended. **Motion Carried Unanimously**.
- **C.** One comment card was submitted by Mrs. Bridgette Waldau, Arts and Culture Alliance Director for Okeechobee Main Street providing an update on the final items to complete Cattlemen's Square. The concrete pads around the base of the sculptures have been installed; the entrance sign is scheduled to be installed on October 21, 2022; and the final brick pavers will be installed in approximately six weeks.

#### IV. PRESENTATIONS AND PROCLAMATIONS

- A. Mayor Watford presented the Proclamation to Mr. Jonathan Bean and Ms. Edna Malagon, of Martha's House, that was read into the record as follows: "Whereas, one in every four women will experience domestic violence during her lifetime; and Whereas, victims should have help to find the compassion, comfort and hearing they need, and domestic abusers should be punished to the full extent of the law; and Whereas, fleeing domestic violence has caused women and children to be the fastest growing homeless population; and Whereas, powerful partnerships exist locally between the City of Okeechobee and Martha's House Domestic Violence Services; and Whereas, the President of the United States and Congress as well as other Federal agencies have expressed a commitment to eliminating domestic violence both nationally and internationally. Now, Therefore, I, Dowling R. Watford, Jr., by virtue of the authority vested in me as Mayor of the City of Okeechobee, Florida, do hereby proclaim October 2022 as Domestic Violence Awareness Month in the City of Okeechobee in recognition of the important work done by Domestic Violence Programs and victims' service providers. I urge all citizens to actively participate in the scheduled activities and programs sponsored by Martha's House of Okeechobee and other community organizations to work toward the elimination of personal and institutional violence against women and girls."
- B. Item Added: Mayor Watford presented the Proclamation to Mrs. Toni Wiersma, President, Rotary Club of Okeechobee, and read into the record as follows: "Whereas, Rotary is a global network of neighbors, friends, leaders, and problem-solvers who unite and take action to create lasting change in communities across the globe; and Whereas, the Rotary motto, Service Above Self, inspires members to provide humanitarian service, follow high ethical standards, and promote goodwill and peace in the world; and Whereas, Rotary in 1985 launched PolioPlus and in 1988 helped establish the Global Polio Eradication Initiative, which today includes the World Health Organization, U.S. Centers for Disease Control and Prevention, UNICEF, and the Bill and Melinda Gates Foundation, and Gavi, the Vaccine Alliance, to immunize the children of the world against polio; and Whereas, polio cases have dropped by 99.9 percent since 1988 and the world stands on the threshold of eradicating the disease; and Whereas, to date, Rotary has contributed more than \$2.2 billion dollars and countless volunteer hours to protecting nearly 3 billion children in 122 countries. Rotary is working to raise an additional \$50 million per year, which would be leveraged for maximum impact by an additional \$100 million annually from the Bill and Melinda Gates Foundation; and Whereas, these efforts are providing much-needed operational support, medical staff, laboratory equipment, and educational materials for health workers and parents. Rotary has played a major role in decisions by donor governments to contribute more than \$10 billion to the effort; and Whereas, there are over 1.2 million Rotary members in more than 36,000 clubs throughout the world that sponsor service projects to address such critical issues as poverty, disease, hunger, illiteracy, and the environment in their local communities and abroad. Now, Therefore, I, Dowling R. Watford, Jr., Mayor of the City of Okeechobee, Florida, do hereby proclaim October 24, 2022, as World Polio Day in the City of Okeechobee and encourage all citizens to join me and the Rotary Club of Okeechobee and Rotary International in the fight for a polio-free world."

#### IV. PRESENTATIONS AND PROCLAMATIONS CONTINUED

C. Mrs. Robin Brock was honored for her 22 years of service and presented with a Certificate of Retirement by Mayor Watford and Administrator Gary Ritter. She was accompanied by her husband Tommie Brock, her parents Mr. Lindell and Mrs. Virginia Selvey, her daughters and several grandchildren. The Certificate was read into the record as follows: "Whereas, Mrs. Robin L. Brock, began her municipal public service career on November 3, 2000, in the Administration Department under the direction of City Administrator Bill Veach; and Whereas, during her tenure, her duties and responsibilities expanded, changing her job title from Administrative Secretary to Executive Secretary, and then to Executive Assistant; and Whereas, being admired by her co-workers as impartial and fair, was elected to represent the Administration Department, General Services Department, and Office of the City Clerk employees on the Employee Grievance Committee for nineteen years, serving from January 2001 through December 2008, and from January 2012 to present day; and Whereas, Robin was elected to the Board of Trustees by her co-workers to represent their interests on the General Employees' Pension Fund, from January 20, 2006 through November 10, 2008; and Whereas, in addition to Mr. Veach she also served, but more importantly trained, City Administrators Brian Whitehall, Marcos Montes De Oca, and Gary Ritter, as well as Interim City Administrator John Cook. Upon her retirement, Robin will have served longer than any other person in this position since its creation in 1980. Furthermore, because of her direct responsibilities, it is only fitting to include the elected officials she confidently served, which are Mayors James E. Kirk and Dowling R. Watford, Jr., two City Clerks, and 12 City Council Members. And we would be remiss not to mention the two City Attorneys, John R. Cook, and John J. Fumero. Now, Therefore, this Certificate is presented on this 18th day of October 2022, to recognize Robin's 22 years of faithful service and her official retirement date of October 31, 2022. She will always be known for her incredible work ethic, and as an exceptional ambassador for the City. May you be proud of the work you have done and the difference you have made. We Will Miss You!"

#### V. CONSENT AGENDA

Motion and second by Council Members Keefe and Clark to:

- **A.** [Dispense with the reading and] approve the meeting Minutes for September 26, 2022, and October 4, 2022; and
- **B.** Approve the Warrant Register for September 2022 [in the amounts: General Fund, \$313,806.20; Public Facilities Improvement Fund, \$31,786.95; Capital Improvement Projects Fund, \$4.28; and Industrial Development Fund, \$6,665.85; as presented].

**Motion Carried Unanimously.** 

#### VI. MAYOR WATFORD OPENED THE PUBLIC HEARING AT 6:32 P.M.

A. Motion and second by Council Member Jarriel and Clark to read by title only, proposed Ordinance No. 1262 regarding Comprehensive Future Land Use Map (FLUM) Amendment Application No. 22-006-SSA, reclassifying from Public Facilities (PF) to Single-Family Residential (SFR), 0.33+/- acres, Lots 6 and 7 of Block 5, ROYAL OAK ADDITION, Plat Book 1, Page 8, Okeechobee County public records, and located at Southwest (SW) 3rd Avenue and 23rd Street submitted by the City as the property owner [as presented in Exhibit 1]. Motion Carried Unanimously.

City Attorney Fumero read into the record the title of proposed Ordinance No. 1262 as follows: "AN ORDINANCE OF THE CITY OF OKEECHOBEE, FLORIDA; AMENDING THE CITY OF OKEECHOBEE COMPREHENSIVE PLAN, ORDINANCE NO. 635 AS AMENDED, BY REVISING THE FLUM ON A CERTAIN TRACT OF LAND MORE PARTICULARLY DESCRIBED HEREIN FROM PF TO SFR, APPLICATION NO. 22-006-SSA; PROVIDING FOR INCLUSION OF ORDINANCE AND REVISED FLUM IN THE COMPREHENSIVE PLAN; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE."

Motion and second by Council Members Clark and Jarriel to adopt proposed Ordinance No. 1262.

The Planning Staff Report finds the request is reasonably compatible with adjacent uses and consistent with the Comprehensive Plan. Planning Staff and Planning Board recommend approval. There were no public comments. Mayor Watford inquired whether there were any unique circumstances with this property in relation to the Okeechobee Utility Authority (OUA), due to this being the previous location of the SW Water Tower. Administrator Ritter responded no, but that Staff will delay advertising the sale of the property until the OUA determines whether they may be interested in purchasing it for the SW wastewater expansion projects. Clerk Gamiotea noted for the record that 23 courtesy notices were mailed to the surrounding property owners, advertisements and two signs were properly posted with no objections or comments received to date. This Application has been submitted concurrent with Rezoning Petition No. 22-006-R, requesting to change zoning from Public Use (PUB) to Residential Single Family-One (RSF-1). **Motion Carried Unanimously**.

#### VI. PUBLIC HEARING CONTINUED

**B.** Motion and second by Council Members Clark and Keefe to read by title only, proposed Ordinance No. 1263 regarding Comprehensive Plan FLUM Amendment Application No. 22-007-SSA, reclassifying from SFR to PF, 0.65+/- acres, Lots 9 through 12 of Block 8, SOUTH OKEECHOBEE, Plat Book 1, Page 12, Okeechobee County public records, and located at 1003 SW 3rd Avenue submitted by the City as the property owner [as presented in **Exhibit 2**]. **Motion Carried Unanimously**.

City Attorney Fumero read into the record the title of proposed Ordinance No. 1263 as follows: "AN ORDINANCE OF THE CITY OF OKEECHOBEE, FLORIDA; AMENDING THE CITY OF OKEECHOBEE COMPREHENSIVE PLAN, ORDINANCE NO. 635 AS AMENDED, BY REVISING THE FLUM ON A CERTAIN TRACT OF LAND MORE PARTICULARLY DESCRIBED HEREIN FROM SFR TO PF, APPLICATION NO. 22-007-SSA; PROVIDING FOR INCLUSION OF ORDINANCE AND REVISED FLUM IN THE COMPREHENSIVE PLAN; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE."

Motion and second by Council Members Keefe and Clark to adopt proposed Ordinance No. 1263.

The Planning Staff Report finds the request is reasonably compatible with adjacent uses and consistent with the Comprehensive Plan. Planning Staff and Planning Board recommend approval. There were no comments from the public or the Council. Clerk Gamiotea Clerk noted for the record that 31 courtesy postcards were mailed to the surrounding property owners, advertisements and one sign were properly posted with no objections or comments received to date. This Application has been submitted concurrent with Rezoning Petition No. 22-007-R, requesting to change zoning from RSF-1 to PUB. **Motion Carried Unanimously**.

MAYOR WATFORD CLOSED THE PUBLIC HEARING AT 6:38 P.M.

#### VII. NEW BUSINESS

- A. A request to was presented by Ms. Sonja Chapa as the Class President, Ms. Nicole Hughes as the Class Vice President, and Ms. Tiffany Gould as a Class Member, for the Okeechobee Chamber of Commerce Leadership Class of 2022, to install a welcome sign on the West-side of the Chamber of Commerce building (located 55 South Parrott Avenue). The sign, which is their class project, will feature three pictures highlighting agriculture and tourism with a QR code that will be linked to the community calendar on the Chamber's website. They partnered with the Okeechobee Tourism Development Council, who approved to fund \$3,275.00 projected budget for the project. Additionally, they are conducting a fundraiser on October 28, 2022, to provide a reserve for long-term maintenance of the sign. Motion and second by Council Members Keefe and Chandler to approve the request [as presented in Exhibit 3]. Motion Carried Unanimously.
- **B.** Mrs. Tammy Cook-Weedon, Director of Landscape Architecture with Calvin, Giordano, and Associates (CGA) provided an update on the progress of the Flagler Park Master Plan utilizing a fourteen-slide power point [as presented in **Exhibit 4**]. This update focused on the conceptual designs for the Veteran's Memorial Square, Block E/Park No. 1 (CGA Project Park No. 2). The schedule has shifted slightly from what was previously provided. All designs and improvements are being proposed within the set budgetary constraint of \$300,000.00 per park. She emphasized the designs are conceptual in nature and are not intended to be actual construction plans. Veteran's Memorial Square has been redesigned to include seating areas and landscape screens to provide privacy for reflection, relocating some of the existing monuments to allow the center of the park to be open for events and displays. Bronze statues to honor each branch of the military are proposed to be added, two photographs of examples were distributed at the meeting and have been incorporated into Exhibit 4 of the official minute file.

During the discussion, Mayor Watford noted the City entered into an Agreement with the American Legion several years ago when the group presented the Council with the plans to make improvements, add the features and monuments that are currently located in the park today. The Agreement spelled out that the members of the American Legion were required to maintain those improvements/monuments. Unfortunately, over the years, they have not been able to do this, but other individuals/organizations have. Due to the investment the City is considering, he directed Staff to revisit the Agreement to determine the best course of action to either dissolve or revise it. This item was for informational purposes only and no official action was required.

C. Administrator Ritter outlined the options for pursuing a City-wide Fire Assessment. There was a three (Chandler, Jarriel, and Clark) to two (Keefe and Watford) consensus to not pursue implementing a City Fire Assessment.

#### VII. NEW BUSINESS CONTINUED

- D. Administrator Ritter conveyed a request from the County. When the new Judicial Center was built (at 312 Northwest 3<sup>rd</sup> Street, behind the existing Court House), the County could not meet the number of on-site required parking spaces. The City entered into a Parking Agreement with the County allowing for contingencies and included, by exhibit, a lease agreement between the County and the First United Methodist Church (FUMC), where a 92-space parking lot was built on FUMC property that is located East of the Judicial Center and Court House. That lease agreement expires at the end of 2022. The County is requesting the City reconsider their requirement for the 92-space parking lot based on the number of onstreet parking spaces. Mayor Watford expressed great concern that allowing this would set a precedent. This item was for informational purposes only and no official action was required at this time.
- **E.** Item Added: Motion and second by Council Members Jarriel and Clark to approve a Temporary Street Closing Application submitted by First Baptist Church for a portion of SW 4<sup>th</sup> Street, between SW 5<sup>th</sup> and 6<sup>th</sup> Avenues, from 5:00 P.M. to 8:00 P.M. on October 31, 2022, for the annual Fall Festival. **Motion Carried Unanimously**.

#### VIII. CITY ATTORNEY UPDATE

- Researching ordinances related to food trucks and new Florida Statutes preemptions, amendments to existing City regulations will be forthcoming;
- Working with Staff to revise the current matrix used in determining lien reductions, options to be presented at a future Council meeting;
- Reviewing Business Tax Receipts issues;
- Continuing to work on drafting an ordinance limiting the use of fireworks.

#### IX. CITY ADMINISTRATOR UPDATE

- A City Charter Referendum Question information flyer is being distributed via the OUA invoices to City and County customers;
- Working with OKMS and the Economic Development Corporation on the South Park Street endcap landscaping project;
- Following Hurricane Ian, concerns were raised regarding the antenna located behind the Public Safety Building (former Fire Station), as it appears to have been damaged. The antenna is no longer in use, preliminary costs to remove it are higher than anticipated, he will continue to research options.

#### X. COUNCIL COMMENTS

Council Member Chandler noted that the monuments placed in Veteran's Park were viewed by the individuals that initially installed them as, "what won the war."

Council Member Jarriel encouraged everyone to vote in the upcoming General Election on November 8, 2022 and to attend the political forum scheduled for October 25, 2022.

Council Member Keefe congratulated Mrs. Brock on her retirement.

#### Council Member Clark:

- Inquired about attending the meetings with the local veterans regarding the Veterans Memorial Square
  within Flagler Park. Clerk Gamiotea explained that the meetings are not being noticed since she was
  advised that only Mayor Watford and Administrator Ritter would be attending them and then report any
  issues needing full Council approval. Should other Council Members want to attend them, then they
  would be required to be noticed;
- Asked how much money the was left over from OKMS from completing the Cattlemen's Square Project, that the City could use on other blocks within Flagler Park;
- Expressed appreciation to Mrs. Brock for her professionalism and dedication throughout the years.

#### XI. ADJOURNMENT

There being no further items of discussion, Mayor Watford adjourned the meeting at 7:54 P.M.

Submitted By:

Lane Gamiotea, CMC, City Clerk

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

#### ORDINANCE NO. 1264

AN ORDINANCE OF THE CITY OF OKEECHOBEE, FLORIDA; AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF OKEECHOBEE BY REZONING A CERTAIN TRACT OF LAND MORE PARTICULARLY DESCRIBED HEREIN, FROM PUBLIC USE (PUB) TO RESIDENTIAL SINGLE FAMILY-ONE (RSF-1), PETITION NO. 22-006-R; AMENDING THE ZONING MAP ACCORDINGLY; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

- WHEREAS, the City Council of the City of Okeechobee, Florida has adopted Ordinance No. 402 in which a revised Official Zoning Map was adopted for said City; and
- **WHEREAS**, the City of Okeechobee, as the property owner, filed Petition No. 22-006-R, pursuant to the Land Development Regulations of the City of Okeechobee for the purpose of rezoning a certain tract of land consisting of approximately 0.33 acres from PUB to RSF-1; and
- **WHEREAS**, said Petition was reviewed by the City's Planning Consultant who determined, based on initial findings and review, that such Petition is consistent with the Comprehensive Plan; and
- WHEREAS, said Petition being reviewed by the City's Planning Board at a duly advertised Public Hearing held on September 15, 2022, determined that such Petition is consistent with the Comprehensive Plan; and
- WHEREAS, the City Council agreed with the recommendation of the Planning Board and hereby finds Rezoning Petition No. 22-006-R to be consistent with the City's Comprehensive Plan and deems it in the best interest of the inhabitants of said City to amend aforesaid revised Zoning Map as hereinafter set forth.
- **NOW, THEREFORE,** be it ordained before the City Council of the City of Okeechobee, Florida; presented at a duly advertised public meeting; and passed by majority vote of the City Council; and properly executed by the Mayor or designee, as Chief Presiding Officer for the City; that:

#### **SECTION 1: LEGAL DESCRIPTION.**

The following described land consisting of approximately 0.33 acres, as the subject property, located in the City of Okeechobee, to-wit:

LOTS 6 AND 7 OF BLOCK 5, ROYAL OAK ADDITION, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 1, PAGE 8, PUBLIC RECORDS OF OKEECHOBEE COUNTY, FLORIDA.

#### **SECTION 2: ZONING MAP AMENDMENT.**

That the aforesaid Revised Zoning Map of the City of Okeechobee be amended to reflect the subject property to be changed from PUB to RSF-1.

#### **SECTION 3: CONFLICT.**

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

#### **SECTION 4: SEVERABILITY.**

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

#### **SECTION 5**: EFFECTIVE DATE.

This Ordinance shall become effective thirty-one (31) days after its adoption if the associated Comprehensive Plan Amendment, No. 22-006-SSA, is adopted and not timely challenged. If the Comprehensive Plan is timely challenged, this ordinance shall become effective on the date the State Land Planning Agency, or the Administration Commission enters a final order determining the Comprehensive Plan Amendment to be in compliance.

**INTRODUCED** for First Reading and set for Final Public Hearing on this <u>4<sup>th</sup></u> day of <u>October</u> <u>2022</u>.

	Dowling R. Watford Jr., Mayor
ATTEST:	
Lane Gamiotea, CMC, City Clerk	
PASSED AND ADOPTED after Second as November 2022.	nd Final Public Hearing this <u>1<sup>st</sup></u> day of
	Dowling R Watford Jr., Mayor
ATTEST:	
Lane Gamiotea, CMC, City Clerk	
REVIEWED FOR LEGAL SUFFICIENCY:	
John J. Fumero, City Attorney	

#### V. PUBLIC HEARING ITEM A CONTINUED

The recommendation will be forwarded to the City Council for consideration at a Public Hearing tentatively scheduled for October 18, 2022.

- **B.** Comprehensive Plan Small Scale FLUM Amendment Application No. 22-007-SSA, to reclassify from SFR to PF on 0.65± acres located at 1003 SW 3<sup>rd</sup> Avenue, Lots 9 through 12, Block 8, SOUTH OKEECHOBEE, Plat Books 1 and 5, Pages 12 and 7, Okeechobee County.
  - 1. City Planning Consultant Smith briefly reviewed the Planning Staff Report finding the requested PF FLUM designation for the subject property reasonable compatible with the adjacent uses, consistent with the urbanizing pattern of the area, and consistent with the City's Comprehensive Plan, therefore recommending approval. The Applicant has also submitted a concurrent Rezoning Application requesting to rezone the subject property from RSF-1 to PUB.
  - **2.** There were no questions asked of staff.
  - 3. Mrs. Betty Silvas, 1001 SW 3<sup>rd</sup> Avenue, expressed concern with whether her property would be taken from her or if her property taxes would be affected with this change. City Administrator Ritter explained this request was not to take her property from her. For the record there were 31 surrounding property owner notices mailed, advertisements and one sign was properly posted on the subject parcel, with no objections or comments received to date.
  - **4.** No Ex-Parte disclosures were offered. Vice Chairperson McCoy mentioned he and his wife Pat were married in 1997 at this church.
  - Motion by Board Member Chartier, seconded by Board Member Jonassaint to recommend approval to the City Council for Comprehensive Plan Small Scale FLUM Amendment Application No. 22-007-SSA, as presented in [Exhibit 2, which includes the findings as required for granting Applications per Code Section 70-340; and the Planning Consultant's analysis of the findings and recommendation for approval.] Motion Carried Unanimously. The recommendation will be forwarded to the City Council for consideration at a Public Hearing tentatively scheduled for October 18, 2022.

#### **QUASI-JUDICIAL ITEMS**

- C. Rezoning Petition No. 22-006-R, requests to rezone from PUB to RSF-1, on 0.33± acres, located at the corner of SW 3<sup>rd</sup> Avenue and SW 23<sup>rd</sup> Street, Lots 6 and 7 of Block 5, ROYAL OAK ADDITION, Plat Book 1, Page 8, Okeechobee County for the proposed use of listing the property for sale.
  - Notary Public Patty Burnette administered an oath to Mr. Ben Smith 2914 Cleveland Avenue, Fort Myers, Florida, who responded affirmatively.
  - 2. City Planning Consultant Smith briefly reviewed the Planning Staff Report finding the requested rezoning from PUB to RSF-1, for the subject property to be reasonably compatible with adjacent uses, consistent with the urbanizing pattern of the area and consistent with the City's Comprehensive Plan, therefore recommending approval should the concurrent request to change the FLUM to SFR be approved.
  - **3.** There were no questions asked of staff.
  - 4. No public comments were offered. For the record there were 23 surrounding property owner notices mailed, advertisements and two signs were properly posted on the subject parcel, with no objections or comments received to date.
  - **5.** No Ex-Parte disclosures were offered.
  - 6. Motion by Board Member Chartier, seconded by Board Member Jonassaint to recommend approval to the City Council for Rezoning Petition No. 22-006-R as presented in [Exhibit 3, which includes the findings as required for granting Petitions per Code Section 70-340; and the Planning Consultant's analysis of the findings and recommendation for approval]. Motion Carried Unanimously. The recommendation will be forwarded to the City Council for consideration at Public Hearings tentatively scheduled for October 4, 2022, and November 1, 2022.



## CITY OF OKEECHOBEE, FLORIDA OCTOBER 4, 2022, REGULAR CITY COUNCIL MEETING

#### **DRAFT MEETING MINUTES**

#### I. CALL TO ORDER

Mayor Watford called the regular meeting of the City Council for the City of Okeechobee to order on October 4, 2022, at 6:00 P.M. in the City Council Chambers, located at 55 Southeast 3<sup>rd</sup> Avenue, Room 200, Okeechobee, Florida. The invocation was offered by Pastor Chad Keathley of Okeechobee Church of God; followed by the Pledge of Allegiance led by Council Member Chandler.

#### II. ATTENDANCE

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

#### III. AGENDA AND PUBLIC COMMENTS

- **A.** New Business, Item IV.F, Exhibit 4, Interlocal Agreement with the Board of County Commissioners for the removal of storm debris; and Item IV. G, Exhibit 5, William Saum Settlement Agreement, were added.
- **B.** Motion and second by Council Members Keefe and Jarriel 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. NEW BUSINESS

A. Motion and second by Council Members Jarriel and Clark to read by title only, proposed Ordinance No. 1264, regarding Rezoning Petition No. 22-006-R, submitted by the City as the property owner to rezone Lots 6 and 7 of Block 5, ROYAL OAK ADDITION, located at Southwest (SW) 3<sup>rd</sup> Avenue and 23<sup>rd</sup> Street from Public Use (PUB) to Residential Single Family-One (RSF-1) [as presented in Exhibit 1]. Motion Carried Unanimously.

City Attorney John Fumero read into the record the title of proposed Ordinance No. 1264 as follows: "AN ORDINANCE OF THE CITY OF OKEECHOBEE, FLORIDA; AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF OKEECHOBEE BY REZONING A CERTAIN TRACT OF LAND MORE PARTICULARLY DESCRIBED HEREIN, FROM PUB TO RSF-1, PETITION NO. 22-006-R; AMENDING THE ZONING MAP ACCORDINGLY; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE."

Motion and second by Council Members Keefe and Jarriel to approve the first reading of proposed Ordinance No. 1264 and set November 1, 2022, as the final hearing date. **Motion Carried Unanimously**.

**B.** Motion and second by Council Members Chandler and Jarriel to read by title only, proposed Ordinance No. 1265, regarding Rezoning Petition No. 22-007-R, submitted by the City, as the property owner, to rezone Lots 9 through 12 of Block 8, SOUTH OKEECHOBEE, located at 1003 SW 3<sup>rd</sup> Avenue from RSF-1 to PUB [as presented in **Exhibit 2**]. **Motion Carried Unanimously**.

Attorney Fumero read into the record the title of proposed Ordinance No. 1265 as follows: "AN ORDINANCE OF THE CITY OF OKEECHOBEE, FLORIDA; AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF OKEECHOBEE BY REZONING A CERTAIN TRACT OF LAND MORE PARTICULARLY DESCRIBED HEREIN, FROM RSF-1 TO PUB, PETITION NO. 22-007-R; AMENDING THE ZONING MAP ACCORDINGLY; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE."

Motion and second by Council Members Keefe and Clark to approve the first reading of proposed Ordinance No. 1265 and set November 1, 2022, as the final hearing date. **Motion Carried Unanimously**.

**C.** Mr. John Creasman, Okeechobee Utility Authority (OUA) Board Chairperson, presented an update of projects through an eleven-slide power point presentation. The first was their SW 5<sup>th</sup> Avenue Project to expand wastewater collection in this area for customers within the City Limits. They considered three options, vacuum sewer, gravity sewer, and low-pressure sewer (LPS).

# **22-006-R**Rezoning Request Staff Report

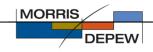


Applicant | City of Okeechobee

Address | Corner of SW 3<sup>rd</sup> Ave. & SW 23<sup>rd</sup> Street



Prepared for The City of Okeechobee



#### General Information

Owner: City of Okeechobee Applicant: City of Okeechobee

**Primary Contact: Gary Ritter, Patty Burnette** 

Site Address: Corner of SW 3<sup>rd</sup> Ave. & SW 23<sup>rd</sup> Street Parcel Identification: 3-28-37-35-0060-00050-0060

#### Legal Description

ROYAL OAK ADDITION (PLAT BOOK 1 PAGE 8) LOTS 6 & 7 BLOCK 5.

#### Future Land Use, Zoning, and Existing Use of Subject Property

	Existing	Proposed
Future Land Use Public Facilities		Single-Family Residential
Zoning	Public Use Residential	
Use of Property	Vacant	Residential
Acreage	0.325	0.325

#### Future Land Use, Zoning, and Existing Use of Surrounding Properties

	Future Land Use	Zoning	Existing Use
North	Single Family Residential	RSF-1	Residential
East	Single Family Residential	RSF-1	Residential
South	N/A	N/A	Residential
West	Single Family Residential	RSF-1	Residential

#### Description of Request and Existing Conditions

The request for consideration by the City of Okeechobee Planning Board is a city-initiated rezoning application to change the zoning designation of the 0.325-acre vacant parcel from Public Use to Residential Single Family-One (RSF-1). The City has also submitted a concurrent Future Land Use Map amendment to change the future land use designation from Public Facilities to Single-Family Residential. The property previously contained the City water tower and has since been used as a public works storage yard. As the site is no longer being utilized by the City and has been cleaned up, the City intends to list this property for sale and is undertaking these actions prior to listing. The property is located on the southern boundary of the City limit, with unincorporated Okeechobee County to the south.



#### Consistency with LDC Section 70-340

City LDC Section 70-340 requires that applicants for rezoning requests must address the following standards.

1) The request is not contrary to comprehensive plan requirements

Staff Response: The City of Okeechobee is submitting this request concurrent with a Future Land Use Map Amendment Application to designate the property as Single-Family Residential. Per Policy 2.1(a) of the City of Okeechobee Comprehensive Plan, RSF-1 is an appropriate district within the proposed Future Land Use.

2) The use is specifically authorized under the zoning district regulations applied for.

Staff Response: The City of Okeechobee is rezoning the property with the intent to sell. The purchaser of the property will be permitted to develop according to the zoning district regulations associated with the RSF-1 district.

3) Approval of the request will not have an adverse effect on the public interest

Staff Response: The proposed rezoning is most likely to result in development of a single-family residence, which is consistent with the surrounding neighborhood and will have a positive effect on the community in provision of housing, which is in demand.

4) The use is appropriate for the location proposed, is reasonably compatible with adjacent uses, and is not contrary or detrimental to urbanizing land use patterns

Staff Response: Low density residential development is compatible with the neighborhood and consistent with the surrounding land use patterns.

5) Approval of the request will not adversely affect property values or living conditions, nor be a deterrent to the improvement or development of adjacent properties

Staff Response: The rezoning from Public Use to RSF-1 will not adversely affect property values or living conditions and will likely encourage the improvement or development of adjacent properties.

6) The use can be suitable buffered from surrounding uses, so as to reduce the impact of any nuisance or hazard to the neighborhood

Staff Response: There is no specific use proposed for the subject property at this time, though development of the property is unlikely to create any nuisances or hazards. Regardless, any buffering requirements of the Land Development Code will be applied to future development.

7) Approval of the request will not create a density pattern that would overburden public facilities such as schools, streets, and utility services

Staff Response: The subject property is 0.325 acres and has a likely realistic development potential of one (1) single family residence, which will not have a significant impact on public facilities.



8) Approval of the request will not create traffic congestion, flooding or drainage problems, or otherwise affect public safety

Staff Response: Drainage of the site is likely to be improved through standards enforced at time of development. Public safety and traffic congestion should not be affected.

9) The use has not been inordinately burdened by unnecessary restrictions

Staff Response: The proposed rezoning from Public Use to RSF-1 would remove any restrictions that prohibit residential development on the subject property.

#### Recommendation

The subject property is currently zoned Public Use and is vacant, which does not support residential single-family development that is consistent with surrounding development pattern. Staff finds that the City's goal of selling this property is furthered by the requested rezoning which increases the attractiveness and value to potential buyers. Pending approval of the concurrent Future Land Use Map Amendment, the RSF-1 zoning district will be consistent with the Comprehensive Plan. We recommend approval of this rezoning.

Submitted by:

Ben Smith, AICP

**Director of Planning** 

September 6, 2022

Okeechobee Planning Board Hearing September 15, 2022



### Supplemental Exhibits

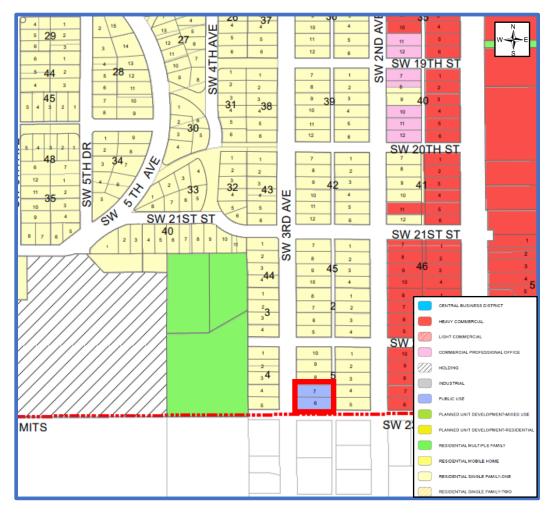


Exhibit A: Existing Zoning Map



Exhibit B: Existing Future Land Use Map



**Exhibit C: Existing Land Uses** 



	of Okeechobee	Date: 7-29-22	Petition No. 22-006-R	
	neral Services Department	Fee Paid: N/A	Jurisdiction: PB+CC	
	S.E. 3 <sup>rd</sup> Avenue, Room 101 echobee, Florida 34974-2903	1 <sup>st</sup> Hearing: <i>9</i> -15-22	2 <sup>nd</sup> Hearing: 10-4-22 £ 11-1-22	
Phone: (863) 763-3372, ext. 9820 Publication Dates:				
	x: (863) 763-1686 Notices Mailed:			
	Rez	one, Special Exception and V		
1	Name of property owner(s):	W OF OKERCHOLDE		
2	Owner mailing address: 55	SE 3rd Avenue		
3	Name of applicant(s) if other than			
4	Applicant mailing address:	OWNER STATE		
	E-mail address: 9ritere cit	infakeecha leer ann a	r plume He e city of okeecho beech	
5	Name of contact person (state relative		Lity Administrator)	
6	Contact person daytime phone(s)		(General Services Obordinator)	
	863-763-9820	PROPERTY INFORMATION	General Services Cooleaneach)	
7	Property address/directions to pro Corner of Sw3rd Avenue a	nd Swashastreet		
		8		
0	Describe current use of property:	isted forsale.		
8	vacant - going to be	13ted TOT SILVE		
			·	
	Describe improvements on proper	ty (number/type buildings, dwell	ling units, occupied or vacant, etc.	
9	vacant			
9				
1.4	Source of potable water: OUA	Method of sewage disposal:	DUA	
10	Approx. acreage: . 325	Is property in a platted subdi		
	Is there a use on the property that	is or was in violation of a city or	county ordinance? If so, describe:	
11	No			
12	Is a pending sale of the property s		granted? No	
	Describe uses on adjoining proper North: Residence	ty to the North:	nt	
13	South: County - Residence		dence	
		or the CH dat that		
14	Existing zoning: Public Use	Future Land Use classification	on: Public Facilities	
15	Have there been any prior rezonin	g, special exception, variance, o	or site plan approvals on the	
13	property? () No ()Yes. If			
16	Request is for: (X) Rezone (	) Special Exception ()	Variance	
17		28-37-35 -0060-00050 -	No. of the contract of the con	

	REQUIRED ATTACHMENTS				
18	Applicant's statement of interest in property:				
19	Non-refundable application fee: Rezoning: \$850 plus \$30/acre; Special Exception: \$500 plus \$30/acre; Variance: \$500  Note: Resolution No. 98-11 Schedule of Land Development Regulation Fees and Charges B When the cost for advertising publishing and mailing notices of public hearings exceeds the established fee, or when a professional consultant is hired to advise the city on the application, the applicant shall pay the actual costs.				
20	Last recorded warranty deed:				
21	Notarized letter of consent from property owner (if applicant is different from property owner)				
22	Three (3) <b>CERTIFIED BOUNDARY</b> surveys of the property (one no larger than 11x17; scale not less than one inch to 20 feet; North point) containing:  a. Date of survey, surveyor's name, address and phone number				
	b. Legal description of property pertaining to the application				
	c. Computation of total acreage to nearest tenth of an acre				
	d. Location sketch of subject property, and surrounding area within one-half mile radius				
23	List of surrounding property owners with addresses and location sketch of the subject property. See the Information Request Form from the Okeechobee Property Appraiser's Office (attached)				
24	Affidavit attesting to completeness and correctness of the list (attached)				
25	Completed specific application and checklist sheet for each request checked in line 15				

#### **Confirmation of Information Accuracy**

I hereby certify that the information in this application is correct. The information included in this application is for use by the City of Okeechobee in processing my request. False or misleading information may be punishable by a fine of up to \$500.00 and imprisonment of up to 30 days and may result in the denial of this application.

Gary Bitter-Orty Administrator

Signature

**Printed Name** 

For questions relating to this application packet, call General Services Dept. at (863)-763-3372, Ext. 9820

(Rev 4/2020) Page 2 of 11

•	· ,
	ADDITIONAL INFORMATION REQUIRED FOR A REZONING
A	Current zoning classification: PUB Requested zoning classification RSF1
В	Describe the desired permitted use and intended nature of activities and development of the property?  To rezone as lot is going to be distend for sale.
C	Is a Special Exception necessary for your intended use? (X) No () Yes If yes, briefly describe:
D	Is a Variance necessary for your intended use? ( ) Yes If yes, briefly describe:
E	Attach a Traffic Impact Study prepared by a professional transportation planner or transportation engineer, if the rezoning or proposed use will generate 100 or more peak hour vehicle trip ends using the trip generation factors for the most similar use as contained in the Institute of Transportation Engineers most recent edition of Trip Generation. The TIA must identify the number of net new external trips, pass-bay calculations, internal capture calculations, a.m. and p.m. peak hour trips and level of service on all adjacent roadway links with and without the project.
F	Responses addressing the required findings for granting a rezoning or change in Land Development Regulations as described below. Attach additional sheets as necessary.
	FINDINGS REQUIRED FOR GRANTING A REZONING OR CHANGE IN LAND DEVELOPMENT REGULATIONS (Sec. 70-340, LDR page CD70:16)

It is the Applicant's responsibility to convince the Planning Board/LPA and City Council that approval of the proposed rezoning is justified. Specifically, the Applicant should provide in his/her application and presentation sufficient explanation and documentation to convince the reviewing bodies to find that:

4	771 1			~ 1		-1
	ha nranagad	toroning in not	t aantrary ta	( 'ammeah	ONGITTO I	Jon roaniromonto
	THE INCHIONES	TEXOUND IS NOT	COMMINISTRA	Comment	EIISIVE I	Plan requirements.

- 2. The proposed use being applied for is specifically authorized under the zoning district in the Land Development Regulations.
- 3. The proposed use will not have an adverse effect on the public interest.
- 4. The proposed use is appropriate for the location proposed, is reasonably compatible with adjacent land uses, and is not contrary or detrimental to urbanizing land use patterns.
- 5. The proposed use will not adversely affect property values or living conditions or be a deterrent to the improvement or development of adjacent property.

Findings required for rezoning or change in land development regulations (cont.)

6. The proposed use can be suitably buffered from surrounding uses, so as to reduce the impact of any nuisance or hazard to the neighborhood

7. The proposed use will not create a density pattern that would overburden public facilities such as schools, streets, and utility services

8. The proposed use will not create traffic congestion, flooding or drainage problems, or otherwise affect public safety.

9. The proposed use has not been inordinately burdened by unnecessary restrictions.

The City staff will, in the Staff Report, address the request and evaluate it and the Applicant's submission in light of the above criteria and offer a recommendation for approval or denial.

(Rev 4/2020) Page 7 of 11

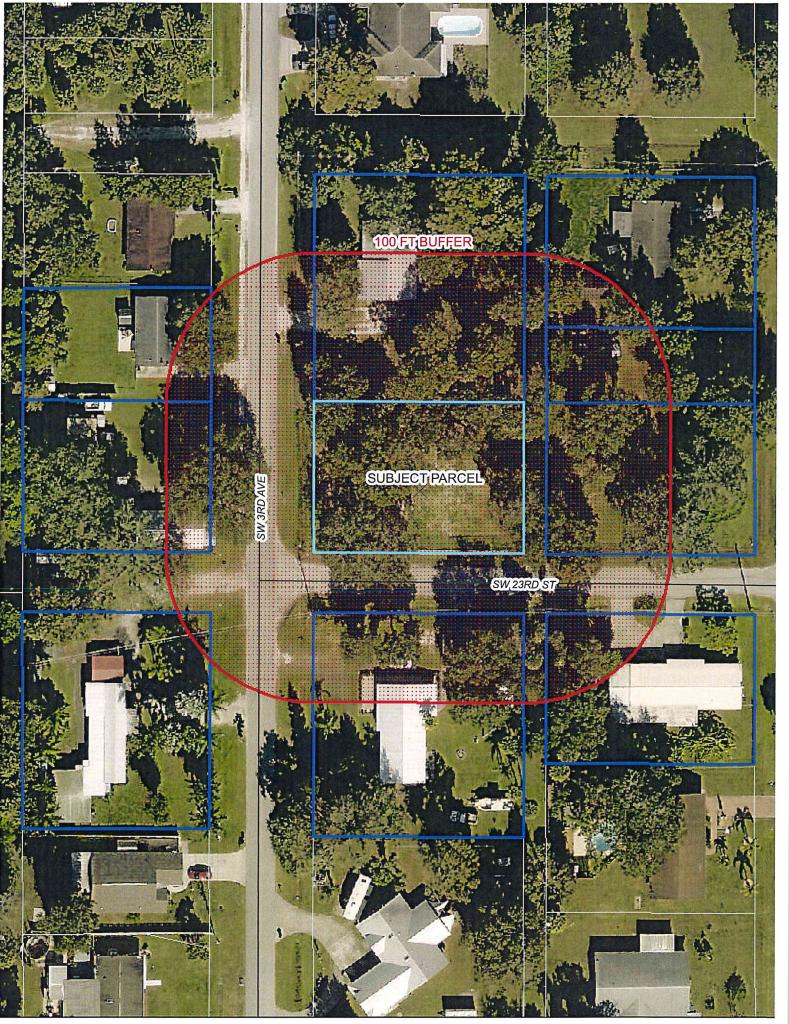


THIS DEED, Made the 5th de	y of
n. Delarman, and wife, Ka	thleen Velarman
of the County of Orceachonee, State	of Florida hereinafter colled the annual
	***************************************
of the County of Okeechobee , State	of Florida bereingtler colled the second
WIINESSETH, That the said grantor in consider	leration of
Two Thousand Live Hundred & NO/100	Dollare
the receipt whereof is hereby acknowledged, do give, gra	int, bargain, sell, alien, remise, release, enfeoff, convey and confirm unto
the said grantee, and Its heirs and assigns i	in fee simple, the lands situate in Okeachobee
County, State of Florida, described as follows:	
Lots Dix and Seven (6& 7) in B	lock Five (5) Rorrol Only Addition
ev ores nouse . Florida, accor	ding to the plat on record in the
Office of the Cierc of the Cir	cuit Court, Okeechobee County, Florida
/80 50 P	
toz.30 Kevenue Stamps cance.	lled.)
TO HAVE AND TO HOLD the same together with the 1ts heirs and assigns in fee simple.	hereditaments and appurtenances, unto the said grantee, and
AND the said grantor. S., for themselves and	their heirs and legal representatives, covenant
oth said grantee its heirs legal representati	ves and assigns: That said grantor.sindefeasibly
gived at said land in the simple that will make a	ves and assigns: I nat said grantor.s
the of sais take in fee simple; that said grantor. S	full power and lawful right to convey said lands in fee simple,
s aforestila, that it shall be lawful for said grantee,	tsheirs, legal representatives and assigns, at all times peaceably
na dueny to enter upon, hold, occupy and enjoy said land; tha	t said land is free from all incumbrances; that said grantor
bneirheirs and legal representatives, will make such f	urther assurances to perfect the fee simple title to said land in said
rance,LSheirs, legal representatives and ass creby fully warrant the title to said land and will defend the sa	igns, as may reasonably be required; and that said grantor.S., do
WITNESS the hand and scal. a. of said grantors., the	me against the taufut claims of all persons whomsoever.
Signed Scaled and Delivered in the Presence of	ady and year prst above written.
· •	H. H. DeYarman (Seal)
0. 0. Davis	Mrs. Kathleen DeYarwan (Seal)
Ruth B. Owens	(Seal.)
STATE OF FLORIDA,	
www.s.f. Okanahahaa	
uniy ofOkaechobae	
I HEREBY CERTIFY, That on this day personally appe	cared before me, an officer duly authorized to administer oaths and
	Kathleen DeYarman
H 1	
me well known and known to me to be the individual	scribed in and who executed the foregoing deed, andthey
knowledged before me thattheyexecuted the same f	reely and voluntarily for the purposes therein expressed.
	en DeYarpan
own to me to be the wife of the said H. H. DeYarma	n.
a separate and private examination taken and made by and be see that she made herself a party to said deed for the purpose of	fore me, separately and apart from her said husband, did acknowl- f renouncing, relinquishing and conveying all her right, title and
ercsi, whether of dower, nomestead or of sebarate property, st	cluiory or equitable, in and to the lands described therein and that
e executed the said deed freely and voluntarily, and without as sband.	ny compulsion, constraint, apprehension or fear of or from her said
WITNESS my hand and official seal, at Okeecho	bee Chobse and
ste of Florida this 5th	day of December A. D. 19 25
,	Ruth B. Owens
(Notary seal)	My commission expires July 16, 1929.
ATE OF FLORIDA, )	
}	
ounty of Okeechobee.	
rument was filed for record, and being duly acknowledged of	and proved, I have recorded the same on payes25.5
ed Book. 10 , in the public records of AM County.	
VERING.	U C. , Clerk

مين مستدري

### AUF 5 1 0022

PARCEL NUMBER	OWNER	ADDRESS 1	ADDRESS 2	CITY	STATE	ZIP
1-28-37-35-0030-00010-0070	JUDY DIANNA L	2305 SW 2ND AVENUE		OKEECHOBEE	FL	34974-1381
1-28-37-35-0030-00020-0010	CHOQUETTE JAMES W	201 SW 23RD STREET		OKEECHOBEE	FL	34974
1-28-37-35-0030-00020-0030	FINNEY THOMAS A	2304 SW 2ND AVE		OKEECHOBEE	FL .	34974-5860
1-28-37-35-0030-00020-0050	ROBERSON GEORGE	275 SW 25TH ST		OKEECHOBEE	FL	34974
1-28-37-35-0030-00020-0070	SZENTMARTONI JOSEPH	2301 SW 3RD AVE		OKEECHOBEE	FL	34974-5806
1-28-37-35-0030-00020-0100	SMITH LAWRENCE W II	2405 SW 3RD AVE		OKEECHOBEE	FL	34974
1-28-37-35-0030-00030-0010	ARRIAGA FERMIN	2302 SW 3RD AVE		OKEECHOBEE	FL	34974
1-28-37-35-0030-00030-0040	WOODHAM LISA ROBIN	2306 SW 3RD AVENUE		OKEECHOBEE	FL	34974
1-28-37-35-0030-00030-004A	ROWE KATHY ANN	2304 SW 3RD AVE		OKEECHOBEE	FL	34974-5805
1-28-37-35-0A00-00049-A000	WILLIAMS ROBERT W	424 SW 25TH LN		OKEECHOBEE	FL	34974-5818
2-28-37-35-0A00-00014-A000	DOWNING SEAN	405 SW 22ND STREET		OKEECHOBEE	FL	34974
3-28-37-35-0050-00460-0010	CENTERSTATE BANKS INC	ATTN: CORPORATE REAL ESTATE	PO BOX 1287	ORANGEBURG	SC	29116
3-28-37-35-0060-00020-0010	G-4 LAND & CATTLE COMPANY	12575 HWY 70 EAST		OKEECHOBEE	FL	34974
3-28-37-35-0060-00020-0030	G-4 LAND & CATTLE COMPANY	12575 HWY 70 EAST		OKEECHOBEE	FL	34972
3-28-37-35-0060-00020-0050	RADFORD WAYNE E JR	2115 SW 3RD AVENUE		OKEECHOBEE	FL	34974
3-28-37-35-0060-00020-0070	LEACH THOMAS S	2113 SW 3RD AVENUE		OKEECHOBEE	FL	34974
3-28-37-35-0060-00030-0010	LAMUNION THOMAS	2110 SW 3RD AVE		OKEECHOBEE	FL	34974-6155
3-28-37-35-0060-00030-0040	VALDES JAHAZIEL	3918 CHICKASHA RD		LANTANA	FL	33462-2208
3-28-37-35-0060-00040-0010	FLECHA SAMANTHA	2200 SW 3RD AVE		OKEECHOBEE	FL	34974-5803
3-28-37-35-0060-00040-0030	CAULEY LEANNE LAURA	2204 SW 3RD AVE		OKEECHOBEE	FL	34974-5803
3-28-37-35-0060-00040-0040	MOORE CLAYTON D	2212 SW 3RD AVE		OKEECHOBEE	FL	34974-5803
3-28-37-35-0060-00050-0010	DAVIS JAMES K	2205 SW 2ND AVENUE		OKEECHOBEE	FL	34974
3-28-37-35-0060-00050-0030	DAVIS JAMES K	2205 SW 2ND AVENUE		OKEECHOBEE	FL	34974
3-28-37-35-0060-00050-0040	DAVIS JAMES K	2205 SW 2ND AVENUE		OKEECHOBEE	FL	34974
3-28-37-35-0060-00050-0080	ENGLEHART JOHN P	2205 SW 3 AVE		OKEECHOBEE	FL	34974-5804
3-28-37-35-0060-00060-0060	DAVIS JAMES K	2205 SW 2ND AVENUE		OKEECHOBEE	FL	34974
3-28-37-35-0060-00060-0080	DAVIS JAMES K	2205 SW 2ND AVENUE		OKEECHOBEE	FL	34974



Petition No.	22006-R
	Barbara (Carabara Carabara Car

# Affidavit Attesting to the Completeness and Accuracy of the List of Surrounding Property Owners

I hereby certify under the penalty of law or the revocatio	n of the requested approval sought that to the best of my
knowledge and belief, the attached list constitutes the	ne complete and accurate list of the property owners,
addresses, and parcel identification numbers of all parce	els and tracts within three hundred (300) feet not including
intervening streets, alleys, or waterways, of the perimeter	er of the lands which are subjects of, or are contiguous to
but held under the same ownership as, the lands subject	t to the application for a change in land use or zoning, said
list constituting a portion of that application. This affidav	
Property Appraiser of Okeechobee County as of	July 49, 2022, and the
Assertions made to me by members of that Office that	
information available to that office. I therefore attest to t	this day of
August 2022	
Current , acort	
	2/.//
Com Multon	8/4/2022
Signature of Applicant	Date
Sany Ritter- City Administrator	
Name of Applicant (printed or typed)	
STATE OF FLORIDA	
COUNTY OF <u>DKeechobel</u>	
The foregoing instrument was acknowledged before me	e by means of physical presence or □ online
notarization, this 4th day of august, 20 22,	, by <u>Day Rutter</u> , who is personally known
to me or produced	as identification.
Notary Public State of Florida	Facty M. Bernette

Notary Public Signature

#### **Okeechobee County Property Appraiser**

Mickey L. Bandi, CFA



**2022 Preliminary Certified** 

updated: 7/28/2022

Parcel: << 3-28-37-35-0060-00050-0060 (35991)



Owner & Property Info					
Owner CITY OF OKEECHOBEE  55 SE 3RD AVENUE  OKEECHOBEE, FL 34974-2903					
Site	SW 3RD AVE OKEECHOBEE				
Description*	ROYAL OAK ADDITION (PLAT BOOK 1 PAGE 8) LOTS 6 & 7 BLOCK 5				
Area	0.325 AC S/T/R 28-37-35				
Use Code**	MUNICIPAL IMP (8900) Tax District 50				
*The Description above is not to be used as the Legal Description for this parcel					

<sup>\*</sup>The <u>Description</u> above is not to be used as the Legal Description for this parcel in any legal transaction.
\*\*The Use Code is a Dept. of Revenue code. Please contact Okeechobee County

	ment at 863-763-554		Okeechobee County
Property & A	ssessment Va	lues	
2021 Certi	fied Values	2022 Prelim	inary Certified
Mkt Land	\$18,130	Mkt Land	\$22,050
Ag Land	\$0	Ag Land	\$0
Building	\$0	Building	\$0
XFOB	\$6,345	XFOB	\$8,249
Just	\$24,475	Just	\$30,299
Class	\$0	Class	\$0
Appraised	\$24,475	Appraised	\$30,299
SOH/10% Cap [?]	\$2,404	SOH/10% Cap [?]	\$6,021
Assessed	\$24,475	Assessed	\$30,299
Exempt	04 \$22,071	Exempt	04 \$24,278
Total Taxable	county:\$0 city:\$0 other:\$0 school:\$0	Total Taxable	county:\$0 city:\$0 other:\$0 school:\$0

Note: Property ownership changes can cause the Assessed value of the property to reset to full Market value, which could result in higher property taxes.

Aerial Vi	ewer	Pictomet	ery	Google	Maps		
<b>2</b> 022	O 202	21 0 20	20 0	2019	O 2018	Sales	
+ 5				1000年4月			
SW:3RD AVE	を			八人人			
	No. of the last of						

▼ Sales History	У					
Sale Date	Sale Price	Book/Page	Deed	V/I	Qualification (Codes)	RCode
			NONE			

Building Characte	eristics				
Bldg Sketch	Description*	Year Blt	Base SF	Actual SF	Bldg Value
		NON	E		

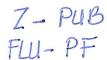
Extra Features & Out Buildings (Codes)						
Code	Description	Year Blt	Value	Units	Dims	Condition (% Good)
FENC C	8'C/L 3BRB	1991	\$8,249	470.00	0 x 0	PD (75%)

<b>▼</b> Land	Breakdown				
Code	Description	Units	Adjustments	Eff Rate	Land Value
161CI0	CITY LT (MKT)	100.000 FF (0.325 AC)	1.0000/.9800 1.0000/ /	\$221 /FF	\$22,050

© Okeechobee County Property Appraiser I Mickey L. Bandi, CFA I Okeechobee, Florida I 863-763-4422

by: GrizzlyLogic.com







#### CITY OF OKEECHOBEE 55 SE THIRD AVENUE OKEECHOBEE, FL 34974

Phone: (863)763-3372 www.cityofokeechobee.com Office of the City Administrator Direct Line: 863-763-9812 Okeechobee City Council
Mayor Dowling R. Watford, Jr.
Noel Chandler
Monica Clark
Bob Jarriel
Bobby Keefe

#### Memorandum

Date:

June 1, 2022

To:

Mayor Watford and City Council Members

From:

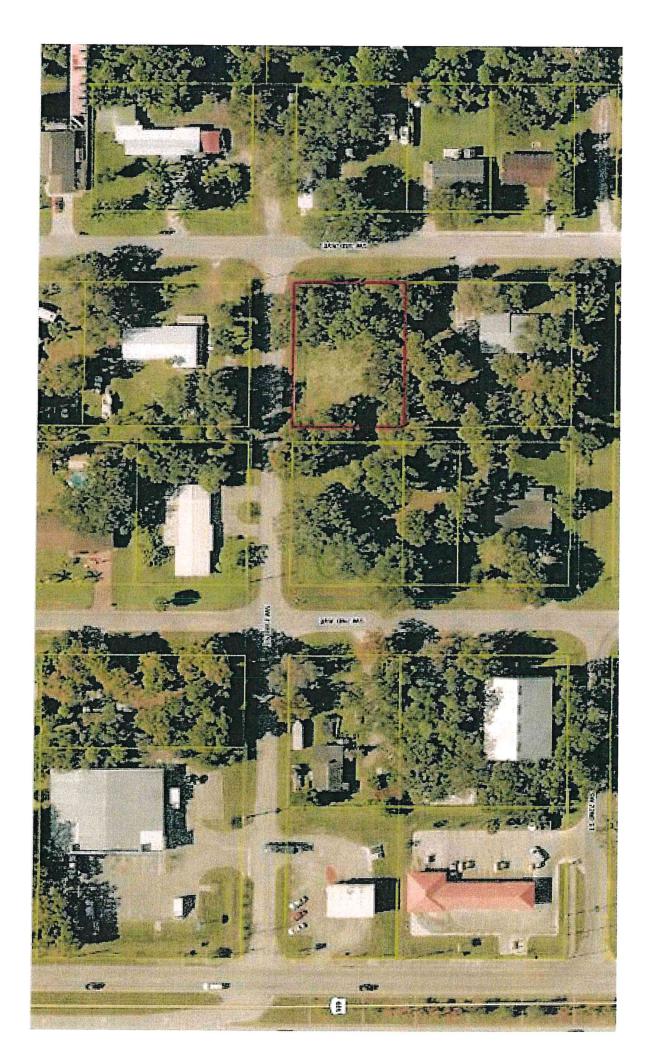
City Administrator Gary Ritter

RE:

**City Parcel** 

The City owned parcel on SW 3<sup>rd</sup> Avenue and SW 23<sup>rd</sup> Street was at one time where the City's water tower was located. Some time ago the water tower was removed, and the parcel became a storage yard for the public works department. The parcel is located in a residential neighborhood, so the public works department has moved all materials to the public works yard, removed the perimeter fence and cleaned up all remaining debris from the site. Staff is recommending that the Council consider converting the parcel into a public green space or selling it.

To put up for safe. 5-0



#### **Patty Burnette**

From:

Jamie Mullis <jmullis@ouafl.com> Monday, August 1, 2022 9:35 AM

Sent: To:

Gary Ritter

Cc:

Robin Brock; Patty Burnette; John Hayford

Subject:

Re: City Lot Questions

Good morning Gary,

Water & Sewer is available for both of these lots. Let me know if you have any questions.

Thanks,

Jamie Mullis
Operations Director
Okeechobee Utility Authority
100 SW 5th Avenue
Okeechobee , FL 34974-4221
Phone: 863-763-9460 EXT. 111

Fax: 863-763-9036

E-Mail: jmullis@ouafl.com

SB 80/Chapter 2006-232, Laws of Florida (Public Records Law Regarding E-Mail)

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

From: Gary Ritter <gritter@cityofokeechobee.com>

Sent: Friday, July 29, 2022 4:42 PM

To: John Hayford < jhayford@ouafl.com>; Jamie Mullis < jmullis@ouafl.com>

Cc: Robin Brock <rbrock@cityofokeechobee.com>; Patty Burnette <pburnette@cityofokeechobee.com>

**Subject:** City Lot Questions

John,

Do these lots have water and sewar or just water?

#### ORDINANCE NO. 1265

AN ORDINANCE OF THE CITY OF OKEECHOBEE, FLORIDA; AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF OKEECHOBEE BY REZONING A CERTAIN TRACT OF LAND MORE PARTICULARLY DESCRIBED HEREIN, FROM RESIDENTIAL SINGLE FAMILY-ONE (RSF-1) TO PUBLIC USE (PUB), PETITION NO. 22-007-R; AMENDING THE ZONING MAP ACCORDINGLY; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

- WHEREAS, the City Council of the City of Okeechobee, Florida has adopted Ordinance No. 402 in which a revised Official Zoning Map was adopted for said City; and
- **WHEREAS**, the City of Okeechobee, as the property owner, filed Petition No. 22-007-R, pursuant to the Land Development Regulations of the City of Okeechobee for the purpose of rezoning a certain tract of land consisting of approximately 0.65 acres from RSF-1 to PUB; and
- **WHEREAS**, said Petition was reviewed by the City's Planning Consultant who determined, based on initial findings and review, that such Petition is consistent with the Comprehensive Plan; and
- WHEREAS, said Petition being reviewed by the City's Planning Board at a duly advertised Public Hearing held on September 15, 2022, determined that such Petition is consistent with the Comprehensive Plan; and
- WHEREAS, the City Council agreed with the recommendation of the Planning Board and hereby finds Rezoning Petition No. 22-007-R to be consistent with the City's Comprehensive Plan and deems it in the best interest of the inhabitants of said City to amend aforesaid revised Zoning Map as hereinafter set forth.
- **NOW, THEREFORE,** be it ordained before the City Council of the City of Okeechobee, Florida; presented at a duly advertised public meeting; and passed by majority vote of the City Council; and properly executed by the Mayor or designee, as Chief Presiding Officer for the City; that:

#### **SECTION 1: LEGAL DESCRIPTION.**

The following described land consisting of approximately 0.65 acres, as the subject property, located in the City of Okeechobee, to-wit:

LOTS 9 THROUGH 12 OF BLOCK 8, SOUTH OKEECHOBEE, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 1, PAGE 12 AND PLAT BOOK 5, PAGE 7, OF THE PUBLIC RECORDS OF OKEECHOBEE COUNTY, FLORIDA.

#### **SECTION 2: ZONING MAP AMENDMENT.**

That the aforesaid Revised Zoning Map of the City of Okeechobee be amended to reflect the subject property to be changed from RSF-1 to PUB.

#### **SECTION 3: CONFLICT.**

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

#### **SECTION 4: SEVERABILITY.**

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

#### **SECTION 5**: EFFECTIVE DATE.

This Ordinance shall become effective thirty-one (31) days after its adoption if the associated Comprehensive Plan Amendment, No. 22-007-SSA, is adopted and not timely challenged. If the Comprehensive Plan is timely challenged, this ordinance shall become effective on the date the State Land Planning Agency, or the Administration Commission enters a final order determining the Comprehensive Plan Amendment to be in compliance.

**INTRODUCED** for First Reading and set for Final Public Hearing on this <u>4<sup>th</sup></u> day of <u>October</u> <u>2022</u>.

Dowling R. Watford Jr., Mayor
nd Final Public Hearing this <u>1<sup>st</sup></u> day of
Dowling R Watford Jr., Mayor

#### QUASI-JUDICIAL ITEMS CONTINUED

- **D.** Rezoning Petition No. 22-007-R, requests to rezone from RSF-1 to PUB, on 0.65± acres, located at 1003 SW 3<sup>rd</sup> Avenue, Lots 9 through 12 of Block 8, SOUTH OKEECHOBEE, Plat Books 1 and 5, Pages 12 and 7, Okeechobee County for the proposed use of allowing the operation of a public museum.
  - 1. Notary Public Patty Burnette administered an oath to Mr. Ben Smith 2914 Cleveland Avenue, Fort Myers, Florida, who responded affirmatively.
  - 2. City Planning Consultant Smith briefly reviewed the Planning Staff Report finding the requested rezoning from RSF-1 to PUB, for the subject property to be reasonably compatible with adjacent uses, consistent with the urbanizing pattern of the area and consistent with the City's Comprehensive Plan, therefore recommending approval should the concurrent request to change the FLUM to PF be approved.
  - 3. Board Member Jonassaint inquired as to whether there would be parking or noise concerns for special events that may be held there. Planner Smith mentioned parking could be created onsite.
  - 4. No public comments were offered. For the record there were 31 surrounding property owner notices mailed, advertisements and one sign was properly posted on the subject parcel, with no objections or comments received to date.
  - **5.** No Ex-Parte disclosures were offered.
  - 6. Motion by Board Member Jonassaint, seconded by Board Member Brass to recommend approval to the City Council for Rezoning Petition No. 22-007-R as presented in [Exhibit 4, which includes the findings as required for granting Petitions per Code Section 70-340; and the Planning Consultant's analysis of the findings and recommendation for approval]. Motion Carried Unanimously. The recommendation will be forwarded to the City Council for consideration at Public Hearings tentatively scheduled for October 4, 2022, and November 1, 2022.

#### CHAIRPERSON HOOVER CLOSED THE PULIC HEARING AT 7:05 P.M.

#### VI. CITY ADMINISTRATOR UPDATE

Mentioned the Final Public Hearing for the City's Fiscal Year Budget would be on Monday, September 26, 2022, at 6:00 P.M.

**VII.** Chairperson Hoover adjourned the meeting at 7:06 P.M.

Submitted by:

Patty M. Burnette, Secretary

Please take notice and be advised that when a person decides to appeal any decision made by the Planning Board with respect to any matter considered at this proceeding, he/she 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. General Services' media are for the sole purpose of backup for official records.



### CITY OF OKEECHOBEE, FLORIDA OCTOBER 4, 2022, REGULAR CITY COUNCIL MEETING

#### **DRAFT MEETING MINUTES**

#### I. CALL TO ORDER

Mayor Watford called the regular meeting of the City Council for the City of Okeechobee to order on October 4, 2022, at 6:00 P.M. in the City Council Chambers, located at 55 Southeast 3<sup>rd</sup> Avenue, Room 200, Okeechobee, Florida. The invocation was offered by Pastor Chad Keathley of Okeechobee Church of God; followed by the Pledge of Allegiance led by Council Member Chandler.

#### II. ATTENDANCE

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

#### III. AGENDA AND PUBLIC COMMENTS

- **A.** New Business, Item IV.F, Exhibit 4, Interlocal Agreement with the Board of County Commissioners for the removal of storm debris; and Item IV. G, Exhibit 5, William Saum Settlement Agreement, were added.
- **B.** Motion and second by Council Members Keefe and Jarriel 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. NEW BUSINESS

**A.** Motion and second by Council Members Jarriel and Clark to read by title only, proposed Ordinance No. 1264, regarding Rezoning Petition No. 22-006-R, submitted by the City as the property owner to rezone Lots 6 and 7 of Block 5, ROYAL OAK ADDITION, located at Southwest (SW) 3<sup>rd</sup> Avenue and 23<sup>rd</sup> Street from Public Use (PUB) to Residential Single Family-One (RSF-1) [as presented in **Exhibit 1**]. **Motion Carried Unanimously**.

City Attorney John Fumero read into the record the title of proposed Ordinance No. 1264 as follows: "AN ORDINANCE OF THE CITY OF OKEECHOBEE, FLORIDA; AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF OKEECHOBEE BY REZONING A CERTAIN TRACT OF LAND MORE PARTICULARLY DESCRIBED HEREIN, FROM PUB TO RSF-1, PETITION NO. 22-006-R; AMENDING THE ZONING MAP ACCORDINGLY; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE."

Motion and second by Council Members Keefe and Jarriel to approve the first reading of proposed Ordinance No. 1264 and set November 1, 2022, as the final hearing date. **Motion Carried Unanimously**.

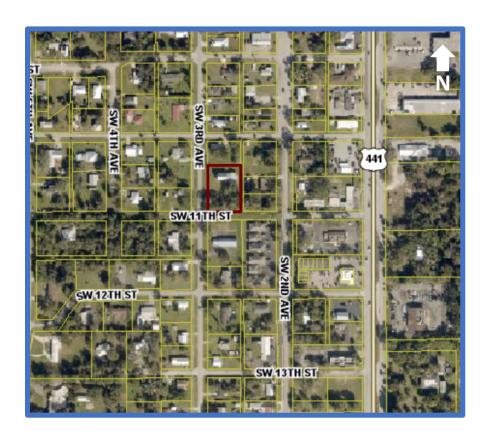
**B.** Motion and second by Council Members Chandler and Jarriel to read by title only, proposed Ordinance No. 1265, regarding Rezoning Petition No. 22-007-R, submitted by the City, as the property owner, to rezone Lots 9 through 12 of Block 8, SOUTH OKEECHOBEE, located at 1003 SW 3<sup>rd</sup> Avenue from RSF-1 to PUB [as presented in **Exhibit 2**]. **Motion Carried Unanimously**.

Attorney Fumero read into the record the title of proposed Ordinance No. 1265 as follows: "AN ORDINANCE OF THE CITY OF OKEECHOBEE, FLORIDA; AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF OKEECHOBEE BY REZONING A CERTAIN TRACT OF LAND MORE PARTICULARLY DESCRIBED HEREIN, FROM RSF-1 TO PUB, PETITION NO. 22-007-R; AMENDING THE ZONING MAP ACCORDINGLY; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE."

Motion and second by Council Members Keefe and Clark to approve the first reading of proposed Ordinance No. 1265 and set November 1, 2022, as the final hearing date. **Motion Carried Unanimously**.

**C.** Mr. John Creasman, Okeechobee Utility Authority (OUA) Board Chairperson, presented an update of projects through an eleven-slide power point presentation. The first was their SW 5<sup>th</sup> Avenue Project to expand wastewater collection in this area for customers within the City Limits. They considered three options, vacuum sewer, gravity sewer, and low-pressure sewer (LPS).

# 22-007-R Rezoning Staff Report



Applicant | City of Okeechobee Address | 1003 SW 3<sup>rd</sup> Avenue



Prepared for The City of Okeechobee



#### General Information

Owner: City of Okeechobee
Applicant: City of Okeechobee

**Primary Contact: Gary Ritter, Patty Burnette** 

Site Address: 1003 SW 3<sup>rd</sup> Avenue

Parcel Identification: 3-21-37-35-0040-00080-0090

#### Legal Description

LOTS 9,10, 11, AND 12 OF Block 8, SOUTH OKEECHOBEE SUBDIVISION AS RECORDED IN PLAT BOOK 1, PAGE 12 AND PLAT BOOK 5, PAGE 7, OKEECHOBEE COUNTY PUBLIC RECORDS.

#### Future Land Use, Zoning, and Existing Use of Subject Property

	Existing	Proposed
Future Land Use	Single-Family Residential	Public Facilities
Zoning	RSF-1	PUB
Use of Property	Church	Museum
Acreage	.651	.651

#### Future Land Use, Zoning, and Existing Use of Surrounding Properties

	Future Land Use	Zoning	<b>Existing Use</b>
North	Single-Family Residential	RSF-1	Residential
East	Single-Family Residential/ Commercial	RSF-1/ Commercial Professional Office	Residential
South	Single-Family Residential, Multi-Family Residential	RSF-1, RMF	Church, Residential
West	Single-Family Residential	RSF-1	Residential

#### Description of Request and Existing Conditions

The request for consideration by the City of Okeechobee Planning Board is an administratively initiated Rezoning Application, to change the zoning designation of the subject parcel from Residential Single Family-One to Public Use. Concurrent with this rezoning application, a future land use map amendment has been submitted to change the future land use designation of the subject parcel from Single-Family Residential to Public Facilities. The 0.651-acre parcel is the site of the Okeechobee Primitive Baptist Church. The purpose of this request is to prepare the subject property to be used by the Okeechobee



Historical Society as a museum. A Facility Use License agreement for this arrangement has already been executed between the City and the Historical Society.

#### Consistency with LDC Section 70-340

City LDC Section 70-340 requires that applicants for rezoning requests must address the following standards.

1) The request is not contrary to comprehensive plan requirements

**Staff Response:** The City of Okeechobee is submitting this request concurrent with a Future Land Use Map Amendment Application to designate the property as Public Facilities on the City of Okeechobee Future Land Use Map. Per Policy 2.1(f) of the City of Okeechobee Comprehensive Plan, Public Use (PUB) is an appropriate district within the proposed Future Land Use.

2) The use is specifically authorized under the zoning district regulations applied for.

**Staff Response:** Per Sec. 90-372, public uses are allowable in the PUB district. The proposed use of the subject property for a public museum is authorized under the PUB zoning district regulations.

3) Approval of the request will not have an adverse effect on the public interest

**Staff Response:** The Okeechobee Historical Society is proposing to use of the subject property as a museum, with the purpose of educate the public about the history of the City of Okeechobee. Approval of the request will allow more flexibility to use the site for that purpose and is of benefit to the public interest.

4) The use is appropriate for the location proposed, is reasonably compatible with adjacent uses, and is not contrary or detrimental to urbanizing land use patterns

**Staff Response:** The proposed use will utilize the existing structure on the subject property, which has existed for over 100 years The existing structure is a long-standing part of the surrounding land use pattern and repurposing the structure for a museum will not be detrimental to the neighborhood. The museum will occupy the existing structure, which is reasonably compatible with the adjacent uses.

5) Approval of the request will not adversely affect property values or living conditions, nor be a deterrent to the improvement or development of adjacent properties

**Staff Response:** The subject property is already developed and the requested rezoning to Public Use would allow the Okeechobee Historical Society to repurpose the existing structure, which would not adversely affect property values or living conditions, nor be a deterrent to the improvement or development of adjacent properties.

6) The use can be suitable buffered from surrounding uses, so as to reduce the impact of any nuisance or hazard to the neighborhood



**Staff Response:** The proposed use of the subject property will be subject to all Land Development Code required buffers within the Public Use zoning district.

7) Approval of the request will not create a density pattern that would overburden public facilities such as schools, streets, and utility services

**Staff Response:** The proposed use is a museum, which will not include residential density. As a result, the proposed use will not overburden public facilities such as schools, streets, and utility services.

8) Approval of the request will not create traffic congestion, flooding or drainage problems, or otherwise affect public safety

**Staff Response:** The proposed use is not expected to generate significant traffic congestion. The request would not create any flooding or drainage problems or cause any detriment to public safety.

9) The use has not been inordinately burdened by unnecessary restrictions

**Staff Response:** The proposed rezoning from Residential Single Family-One to Public Use and the concurrent Comprehensive Plan Map Amendment will provide greater flexibility in zoning regulations.

#### Recommendation

The subject property is currently zoned Residential Single Family-One and developed with a church, which is currently not in use. The City of Okeechobee is proposing to rezone the property to Public Use, contingent on a concurrent Comprehensive Plan Map Amendment from Single-Family Residential to Public Facilities FLU. Staff recommends approval of this request, so that the City can move forward in partnership with the Okeechobee Historical Society, to enact the plan of operating a museum on this site and to provide more flexibility in that purpose.

Submitted by:

Ben Smith, AICP

**Director of Planning** 

September 7, 2022

Okeechobee Planning Board Hearing September 15, 2022

City Council Public Hearing: (tentative) October 4, 2022 and November 1, 2022.



#### Supplemental Exhibits



Exhibit A: Existing Zoning Map

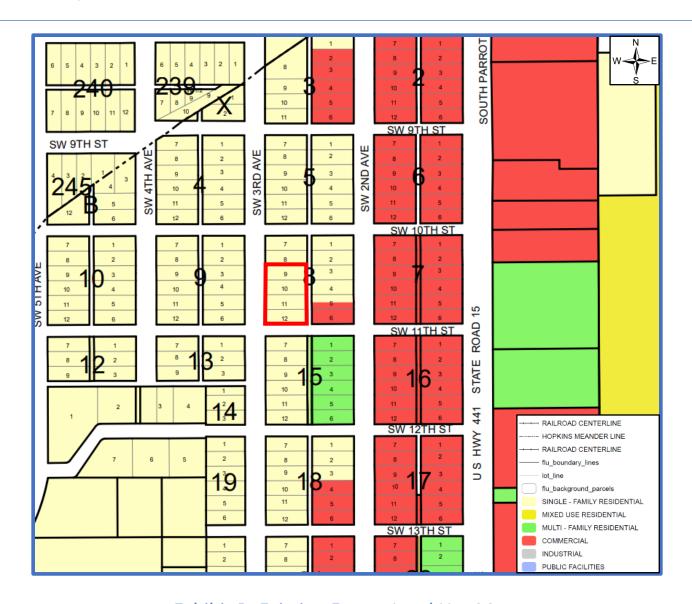


Exhibit B: Existing Future Land Use Map



Exhibit C: Existing Land Uses



	y of @keechobee	Date: 7-29-22	Petition No. 22-007-R					
	neral Services Department	Fee Paid: N/A	Jurisdiction: Pb+CC					
	S.E. 3 <sup>rd</sup> Avenue, Room 101 eechobee, Florida 34974-2903	1 <sup>st</sup> Hearing: Q-15-22	2 <sup>nd</sup> Hearing: 10-4-22 & 11-1-22					
	one: (863) 763-3372, ext. 9820	Publication Dates:						
Fax	x: (863) 763-1686	Notices Mailed: 8-31-2	2					
	Rez	one, Special Exception and N APPLICANT INFORMATIO						
1	Name of property owner(s):	ty of Okeechobee						
2		E 3rd Avenue						
3	Name of applicant(s) if other than	^						
4	Applicant mailing address:							
	E-mail address: qriter@City	of okeechobee com or plo	oume the e city of o Keechober com					
5	Name of contact person (state rela		City Administrator)					
6	Contact person daytime phone(s):	Patty Bumit	(General Services Coordinator)					
	863-763-9820	PROPERTY INFORMATION	N					
	Property address/directions to prop	perty:	damend courthelms					
7	1003 SW 3rd Avenue	Cornerat Sw 314	d Avenue and SW11thStreet					
	Describe current use of property:							
8	Mothing currently - Se	e 1/0.9						
	Morning content of	Cida						
	Describe improvements on propert	y (number/type buildings, aweil Boutist Chlurch)	ling units, occupied or vacant, etc.					
9	to be used by the Okeel	1925 Building (Primitive Baptist Church) to be used by the Okcechobee Historical Society						
	Source of potable water: DUA	Method of sewage disposal:	DUA .					
10	Approx. acreage: 651	Is property in a platted subdi						
	Is there a use on the property that i							
	No	•	•					
11	,							
	-							
12	Is a pending sale of the property su	bject to this application being o	granted? 🎧 🖰					
	Describe uses on adjoining propert	y to the North:						
13	North: Single Family Presidence	East: Sing	le Family Residences le Family Residences					
	North: Single Family Plesidence South: Big Lake Church of Chris	d West: Sing	le Family Residences					
14	Existing zoning: RSF-	Future Land Use classification	on: SF					
15	Have there been any prior rezoning property? () No ()Yes. If y							
	ppoi. ; . (	es provide acte, polition number	s. aa mataro or approvan					
16	Request is for: (_X) Rezone (_	) Special Exception ()	Variance					
17	Parcel Identification Number: 3	21-27-25 MIN-MIRA	0000					

(Rev 4/2020) Page 1 of 11

	REQUIRED ATTACHMENTS					
18	Applicant's statement of interest in property:					
	Non-refundable application fee: Rezoning: \$850 plus \$30/acre; Special Exception: \$500 plus \$30/acre; Variance: \$500					
19	Note: Resolution No. 98-11 Schedule of Land Development Regulation Fees and Charges B When the cost for advertising publishing and mailing notices of public hearings exceeds the established fee, or when a professional consultant is hired to advise the city on the application, the applicant shall pay the actual costs.					
20	Last recorded warranty deed: 7-20-22					
21	Notarized letter of consent from property owner (if applicant is different from property owner)					
	Three (3) <b>CERTIFIED BOUNDARY</b> surveys of the property (one no larger than 11x17; scale not less than one inch to 20 feet; North point) containing:					
22	a. Date of survey, surveyor's name, address and phone number					
	b. Legal description of property pertaining to the application					
	c. Computation of total acreage to nearest tenth of an acre					
	d. Location sketch of subject property, and surrounding area within one-half mile radius					
23	List of surrounding property owners with addresses and location sketch of the subject property. See the Information Request Form from the Okeechobee Property Appraiser's Office (attached)					
24	Affidavit attesting to completeness and correctness of the list (attached)					
25	Completed specific application and checklist sheet for each request checked in line 15					

#### **Confirmation of Information Accuracy**

I hereby certify that the information in this application is correct. The information included in this application is for use by the City of Okeechobee in processing my request. False or misleading information may be punishable by a fine of up to \$500.00 and imprisonment of up to 30 days and may result in the denial of this application.

Signature

Gany Ritter- City Administrator

Date

For questions relating to this application packet, call General Services Dept. at (863)-763-3372, Ext. 9820

	ADDITIONAL INFORMATION REQUIRED FOR A REZUNING
A	Current zoning classification: Requested zoning classification PUB
В	Being used by the Cheechober Historical Society
C	Is a Special Exception necessary for your intended use? () No () Yes If yes, briefly describe:
D	Is a Variance necessary for your intended use? () No () Yes If yes, briefly describe:
E	Attach a Traffic Impact Study prepared by a professional transportation planner or transportation engineer, if the rezoning of proposed use will generate 100 or more peak hour vehicle trip ends using the trip generation factors for the most similar use contained in the Institute of Transportation Engineers most recent edition of Trip Generation. The TIA must identify the number of net new external trips, pass-bay calculations, internal capture calculations, a.m. and p.m. peak hour trips and level of service on all adjacent roadway links with and without the project.
F	Responses addressing the required findings for granting a rezoning or change in Land Development Regulations as described below. Attach additional sheets as necessary.
pro	FINDINGS REQUIRED FOR GRANTING A REZONING OR CHANGE IN LAND DEVELOPMENT REGULATIONS (Sec. 70-340, LDR page CD70:16)  is the Applicant's responsibility to convince the Planning Board/LPA and City Council that approval of the oposed rezoning is justified. Specifically, the Applicant should provide in his/her application and presentation fficient explanation and documentation to convince the reviewing bodies to find that:
1.	The proposed rezoning is not contrary to Comprehensive Plan requirements.
2.	The proposed use being applied for is specifically authorized under the zoning district in the Land Development Regulations.
3.	The proposed use will not have an adverse effect on the public interest.
	The proposed use is appropriate for the location proposed, is reasonably compatible with adjacent land uses, and is not contrary or detrimental to urbanizing land use patterns.
	The proposed use will not adversely affect property values or living conditions or be a deterrent to the improvement or development of adjacent property.

Page 6 of 11

Findings required for rezoning or change in land development regulations (cont.) 6. The proposed use can be suitably buffered from surrounding uses, so as to reduce the impact of any nuisance or hazard to the neighborhood The proposed use will not create a density pattern that would overburden public facilities such as schools, streets, and utility services 8. The proposed use will not create traffic congestion, flooding or drainage problems, or otherwise affect public safety. 9. The proposed use has not been inordinately burdened by unnecessary restrictions. The City staff will, in the Staff Report, address the request and evaluate it and the Applicant's submission in light of the above criteria and offer a recommendation for approval or denial.

Tax Deed File Number: 2917-2019

Parcel ID Number: <u>3-21-37-35-0040-00080-0090</u>

#### TAX DEED

#### STATE OF FLORIDA COUNTY OF OKEECHOBEE

The following Tax Sale Certificate Numbered 2917-2019 issued on 1st day of June, 2019 was filed in the office of the Tax Collector of this County and application made for the issuance of a tax deed, the applicant having paid or redeemed all other taxes or tax sale certificates on the land described as required by law to be paid or redeemed, and the costs and expenses of this sale, and due notice of sale having been published as required by law, and no person entitled to do so having appeared to redeem said land; such land was sold on the 20th day of January, 2022, offered for sale as required by law for cash to the highest bidder and was sold to: CITY OF OKEECHOBEE whose address is 55 SE 3RD AVE, OKEECHOBEE, FL 34974, being the highest bidder and having paid the sum of his bid as required by the Laws of Florida.

Now, on this 20th day of January, 2022, in the County of Okeechobee, State of Florida, in consideration of the sum of \$89,100.00, Eighty-Nine Thousand One Hundred & No/100 Dollars, being the amount paid pursuant to the Laws of Florida does hereby sell the following lands, including any hereditaments, buildings, fixtures and improvements of any kind and description, situated in the County and State aforesaid and described as follows:

SOUTH OKEECHOBEE (PLAT BOOK 1 PAGE 12 & PLAT BOOK 5 PAGE 7) LOTS 9, 10, 11 & 12 BLOCK 8

PARCEL #: 3-21-37-35-0040-00080-0090

Witnesses:

Journa C

Frances Conner

JERALD D BRYANT
Clerk of the Circuit Court & Comptroller

Madalyn Pihon, Deputy Clerk

#### STATE OF FLORIDA COUNTY OF OKEECHOBEE

On this 20th day of January, 2022, before me <u>Frances Conner.</u> personally appeared, <u>Madalyn Pinon</u>, a Deputy Clerk for the Clerk of the Circuit Court or County Comptroller in and for the State and this County known to me to be the person described in, and who executed the foregoing instrument, and acknowledged the execution of this instrument to be his own free act and deed for the use and purposes therein mentioned.

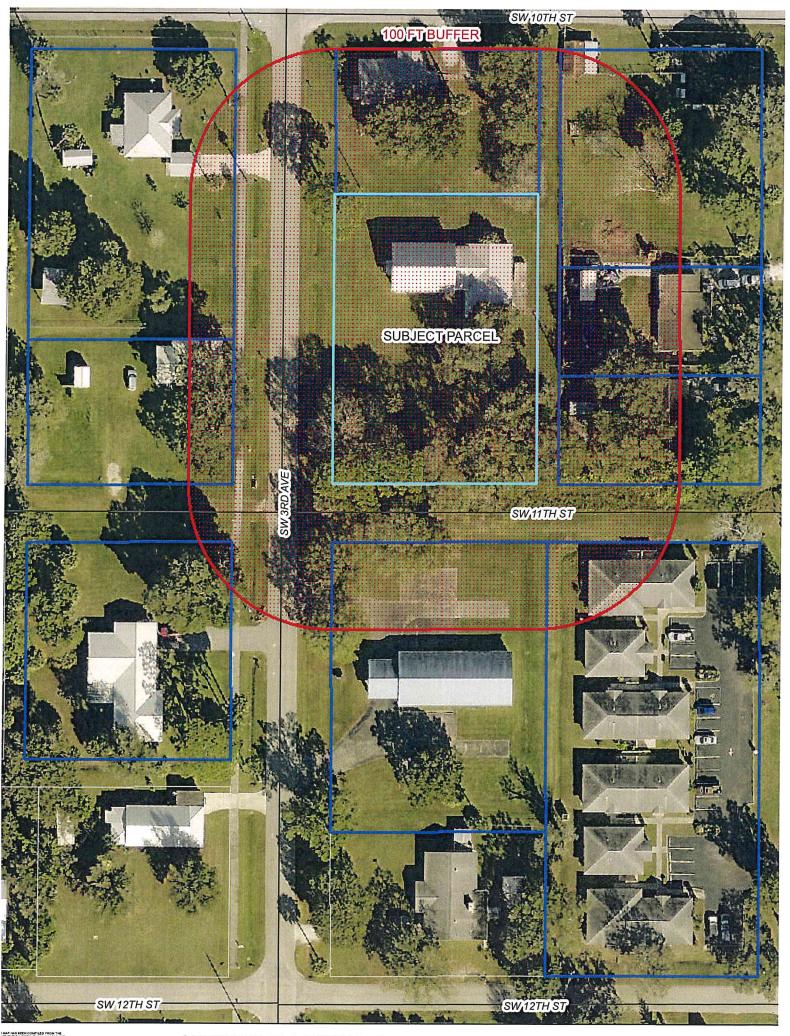
Witness my hand and office seal date aforesaid.



NOTARY PUBLIC



3-21-37-35-0040-00040-0010       STANLEY CHRISTOPHER       301 SW 9TH ST       OKEECHOBEE       FL       349         3-21-37-35-0040-00040-0040       WILSON BOBBIE LEE       910 SW 3RD AVE       OKEECHOBEE       FL       349         3-21-37-35-0040-00040-0110       WILSON BOBBIE LEE REVOC TRUST       910 SW 3RD AVE       OKEECHOBEE       FL       349         3-21-37-35-0040-00050-0030       PARKER RODNEY JUSTIN       908 SW 2ND AVE       OKEECHOBEE       FL       349         3-21-37-35-0040-00050-0050       BURTON JAMES W       PO BOX 683       OKEECHOBEE       FL       349         3-21-37-35-0040-00050-0060       BURTON JAMES W       PO BOX 683       OKEECHOBEE       FL       349         3-21-37-35-0040-00050-0090       MEARA DANIEL T       905 SW 3RD AVE       OKEECHOBEE       FL       349
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3-21-37-35-0040-00050-0090 MEARA DANIEL T 905 SW 3RD AVE OKEECHOBEE FL 349
3-21-37-35-0040-00050-0100 MUNSON LAURA PO BOX 625 OKEECHOBEE FL 349
3-21-37-35-0040-00050-0120 SNOW ELBERT 915 SW 3RD AVE OKEECHOBEE FL 349
3-21-37-35-0040-00060-0110 SAUSHA LLC 120 SW 8TH STREET MIAMI FL 331.
3-21-37-35-0040-00060-0120 MITCHELL GIANINNA A 1105 SW 4TH ST OKEECHOBEE FL 349
3-21-37-35-0040-00070-0040 1012 PARROTT LLC 2336 SE OCEAN BLVD #333 STUART FL 3499
3-21-37-35-0040-00070-0070 GARCIA NAHUM H 115 SW 10TH ST OKEECHOBEE FL 349
3-21-37-35-0040-00070-0120 CITY OF OKEECHOBEE 55 SE 3RD AV OKEEHCOBEE FL 349
3-21-37-35-0040-00080-0010 SILVAS JESUS 1000 SW 2ND AVE OKEECHOBEE FL 349
3-21-37-35-0040-00080-0040 MAYTA ROBERTO 1006 SW 2ND AVE OKEECHOBEE FL 349
3-21-37-35-0040-00080-0050 FRASER JAMES E III 1730 W LAS OLAS BLVD FT LAUDERDALE FL 333:
3-21-37-35-0040-00080-0070 SILVAS JESUS 1001 SW 3RD AVENUE OKEECHOBEE FL 349
3-21-37-35-0040-00090-0030 EUBANKS PHYLLIS H 1004 SW 3RD AVE OKEECHOBEE FL 349
3-21-37-35-0040-00090-0050 MAYERS SARAH ANN 1016 SW 3RD AVE OKEECHOBEE FL 349
3-21-37-35-0040-00090-0070 PLATT HENRY 307 SW 10TH ST OKEECHOBEE FL 349
3-21-37-35-0040-00090-0090 JULIEN JODY 1005 SW 4TH AVE OKEECHOBEE FL 349
3-21-37-35-0040-00090-0110 HARDY PAMELA SUE 1009 SW 4TH AVE OKEECHOBEE FL 349
3-21-37-35-0040-00130-0020 BOCKORAS CALEB B 401 SW 14TH CT OKEECHOBEE FL 3497
3-21-37-35-0040-00130-0070 CHAPMAN DONALD SCOTT 7610 NW 89TH CT OKEECHOBEE FL 3497
3-21-37-35-0040-00140-0010 CLOSE THOMAS L (LIFE ESTATE) 1116 SW 3RD AVE OKEECHOBEE FL 3497
3-21-37-35-0040-00150-0010 16330B63 TRUST C/O R SIMOES, TRUSTEE 601 HERITAGE DR STE 440 JUPITER FL 3345
3-21-37-35-0040-00150-0070 BIG LAKE CHURCH OF CHRIST, INC 1115 SW 3RD AVENUE OKEECHOBEE FL 3497
3-21-37-35-0040-00150-0110 SAIN LINDA RAE 1117 SW 3RD AVE OKEECHOBEE FL 3497
3-21-37-35-0040-00160-0010 AZTECA 1100 INVESTMENT LLC C/O JESUS & YOLANDA LUNA 8890 NE 12TH LN OKEECHOBEE FL 3497
3-21-37-35-0040-00160-0070 OKEECHOBEE UTILITY AUTHORITY 100 SW 5TH AVENUE OKEECHOBEE FL 3497
3-21-37-35-004A-00000-00C0 BRYAN FAMILY COMMERCIAL 6300 SE 128TH AVE OKEECHOBEE FL 3497
3-21-37-35-0070-00010-0030 BROWN SHEILA K 400 SW 12TH ST OKEECHOBEE FL 3497



Petition No. 22-007-R

# Affidavit Attesting to the Completeness and Accuracy of the List of Surrounding Property Owners

I hereby certify under the penalty of law or the revocation of the requested approval sought that to the best of my
knowledge and belief, the attached list constitutes the complete and accurate list of the property owners,
addresses, and parcel identification numbers of all parcels and tracts within three hundred (300) feet not including
intervening streets, alleys, or waterways, of the perimeter of the lands which are subjects of, or are contiguous to
but held under the same ownership as, the lands subject to the application for a change in land use or zoning, said
list constituting a portion of that application. This affidavit is made based upon an inspection of the tax rolls of the
Property Appraiser of Okeechobee County as of <u>dugust 4</u> , 2002 and the
Assertions made to me by members of that Office that the information reviewed constitutes the most recent
information available to that office. I therefore attest to this day of
0
aliquet 2012
3/4/2022
Signature of Applicant Date
Gang Ritter-City Administrator
Name of Applicant (printed or typed)
STATE OF FLORIDA.
COUNTY OFOKERCHOSEE
The foregoing instrument was acknowledged before me by means of physical presence or □ online
notarization, this 4th day of Quaust, 20 22, by Gary Ritter, who is personally known
o me or producedas identification.
20 Fly Nichon Duble State of Florida

Notary Public State of Florida
Patty M Burnette
My Commission HH 008734
Expires 10/02/2024

Notary Public Signature

#### **Okeechobee County Property Appraiser**

2022 Preliminary Certified

updated: 7/28/2022

Mickey L. Bandi, CFA

Parcel: << 3-21-37-35-0040-00080-0090 (34811) >>



Aerial Viewer Pictometery Google Maps

Owner & Property Info						
Owner	55 SE 3RD A	SITY OF OKEECHOBEE 5 SE 3RD AVE OKEECHOBEE, FL 34974-2903				
Site	te 1003 SW 3RD AVE OKEECHOBEE					
Description*	SOUTH OKEECHOBEE (PLAT BOOK 1 PAGE 12 & PLAT BOOK 5 PAGE 7) LOTS 9, 10, 11 & 12 BLOCK 8					
Area	0.651 AC S/T/R 21-37					
Use Code**	MUNICIPAL	IMP (8900)	Tax District	50		
*The <u>Description</u> above is not to be used as the Legal Description for this parcel						

in any legal transaction.
\*\*The <u>Use Code</u> is a Dept. of Revenue code. Please contact Okeechobee County Planning & Development at 863-763-5548 for zoning info.

2022	O 2021	O 2020 C	2019	2018	]Sales	
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#### **Property & Assessment Values**

2021 C	ertified Values	2022 Prelim	inary	Certified
Mkt Land	\$39,200	Mkt Land		\$48,020
Ag Land	\$0	Ag Land		\$0
Building	\$61,243	Building		\$74,087
XFOB	\$857	XFOB		\$1,144
Just	\$101,300	Just		\$123,251
Class	\$0	Class		\$0
Appraised	\$101,300	Appraised		\$123,251
SOH/10% Cap [?]	\$6,884	SOH/10% Cap [?]		\$0
Assessed	\$101,300	Assessed		\$123,251
Exempt	\$0	Exempt	04	\$123,251
Total Taxable	county:\$94,416 city:\$94,416 other:\$94,416 school:\$101,300	Total Taxable		county:\$0 city:\$0 other:\$0 school:\$0

Note: Property ownership changes can cause the Assessed value of the property to reset to full Market value, which could result in higher property taxes.

▼ Sale	es His	tory
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Sale Date	Sale Price	Book/Page	Deed	V/I	Qualification (Codes)	RCode
1/20/2022	\$89,100	2022000895	TD	1	U	11
11/21/1934	\$0	0036/0575	N/A	1	U	

#### Building Characteristics

Bldg Sketch	Description*	Year Blt	Base SF	Actual SF	Bldg Value
Sketch	CHURCH (9100)	1925	3240	3275	\$74,087

\*Bldg Desc determinations are used by the Property Appraisers office solely for the purpose of determining a property's Just Value for ad valorem tax purposes and should not be used for any other purpose.

#### Extra Features & Out Buildings (Codes)

Code	Description	Year Blt	Value	Units	Dims	Condition (% Good)		
CONC B	COM SLB WLK	2008	\$718	425.00	0 x 0	PD (50%)		
WAL3 A	4'CB R/WAL	2013	\$426	38.00	12 x 7	PD (50%)		

#### Land Breakdown

#### **Patty Burnette**

From:

Jamie Mullis <jmullis@ouafl.com> Monday, August 1, 2022 9:35 AM

Sent: To:

Gary Ritter

Cc:

Robin Brock; Patty Burnette; John Hayford

Subject:

Re: City Lot Questions

Good morning Gary,

Water & Sewer is available for both of these lots. Let me know if you have any questions.

Thanks,

Jamie Mullis
Operations Director
Okeechobee Utility Authority
100 SW 5th Avenue
Okeechobee , FL 34974-4221
Phone: 863-763-9460 EXT. 111

Fax: 863-763-9036

E-Mail: jmullis@ouafl.com

SB 80/Chapter 2006-232, Laws of Florida (Public Records Law Regarding E-Mail)

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

From: Gary Ritter < gritter@cityofokeechobee.com>

**Sent:** Friday, July 29, 2022 4:42 PM

To: John Hayford <jhayford@ouafl.com>; Jamie Mullis <jmullis@ouafl.com>

Cc: Robin Brock <rbrock@cityofokeechobee.com>; Patty Burnette <pburnette@cityofokeechobee.com>

**Subject:** City Lot Questions

John,

Do these lots have water and sewar or just water?

#### CITY OF OKEECHOBEE FACILITY USE LICENSE AGREEMENT

(Primitive Baptist Church)

THIS FACILITY USE LICENSE AGREEMENT (hereinafter "this Agreement") is made and entered into this 6th day of June 2022, by and between CITY OF OKEECHOBEE, a political subdivision of the State of Florida (hereinafter "CITY") and OKEECHOBEE

HISTORICAL SOCIETY, INC. a Florida non-profit corporation (hereinafter "LICENSEE").

WHEREAS, CITY is the owner of certain real property located in Okeechobee County, Florida, including the facility described in paragraph 2 of this Agreement; and

WHEREAS, LICENSEE is a non-profit corporation, and desires to use the City Facility described in paragraph 2 of this Agreement; and

WHEREAS, the CITY has determined that the City Facility described in paragraph 2 of this Agreement is currently not needed for City purposes; and

WHEREAS, the License Fee to be paid by LICENSEE under the terms of this Agreement is less than the CITY's fees for other City-owned facilities; and

WHEREAS, CITY is considering this discount to be a grant to LICENSEE, based upon CITY's determination that LICENSEE's activities are of a benefit to the community.

NOW THEREFORE, in consideration of the premises, and of the mutual covenants and conditions set forth herein, CITY and LICENSEE agree as follows:

- 1. **Recitals.** The foregoing recitals are true and correct, constitute a material basis for this Agreement, and are incorporated herein by reference.
- 2. Grant of License; Description of License Area.
  - a. Subject to the terms and conditions of this Agreement, CITY hereby grants to LICENSEE and LICENSEE hereby accepts from CITY, a non-transferrable License for the exclusive use and occupancy of the following City Facility (hereinafter the "License Area"):

Lots 9, 10, 11, and 12 of Block 8, SOUTH OKEECHOBEE subdivision as recorded in Plat Book 1, Page 12 and Plat Book 5, Page 7, Okeechobee County public records.

Parcel No: 3-21-37-35-0040-00080-0090

With an address of 1003 SW 3rd Avenue, Okeechobee, FL 34974

- b. This Agreement creates a license only, and shall not be construed to be a lease, sublease, assignment, easement, or any other conveyance of an interest in or to the License Area.
- c. CITY may enter the License Area, including any and all buildings thereon, at any time for any purpose, including, without limitation, ensuring LICENSEE's compliance with this Agreement.

#### 3. Purpose; Use.

- a. The general purpose of the License Area is to showcase the study and preservation of the history of Okeechobee by fostering an appreciation of the past, with an emphasis on local history.
- b. To promote the foregoing purpose, LICENSEE must limit its use of the License Area as follows, and for no other uses (hereinafter the "Activities"):
  - i. collecting and preserving historical artifacts, photographs, and personal stories;
  - ii. conducting research into local Okeechobee County families and businesses subsequently presented to the public through exhibits; and
  - iii. providing public historical records.
- c. The foregoing uses must be open to the public, including but not limited to schools; provided, however, that LICENSEE may schedule meetings as requested by non-profit organizations or schools which are closed to the general public during such meetings, and Licensee may promote awareness of the Activities by providing a venue for private events consistent with the Activities.
- d. Reservations for meeting space will be made at the discretion of LICENSEE. Agreements for private use of the License Area shall be commemorated in a form identical in substance to the Venue License Agreement attached hereto as Exhibit B.
- e. LICENSEE shall require a written acknowledgment from any organization reserving use of the License Area for meetings that permission to use meeting space at the License Area does not constitute endorsement of the organization's policies or beliefs by CITY.
- f. LICENSEE must not use the License Area for any other purpose.
- 4. License Period; Termination. The License Area may be used and occupied by LICENSEE solely for the following period: July 1, 2022 to July 31, 2027 (hereinafter the "License Period"). This Agreement may be renewed for five (5) additional periods of five (5) years each, upon written agreement of the parties, or unless sooner terminated pursuant to the terms and conditions of this Agreement.

#### 5. License Fee; Grant.

- a. License Fee. LICENSEE must pay to CITY for this License, a License Fee of One Dollar (\$1.00), which must be payable upon execution of this Agreement. As further consideration for this Agreement, LICENSEE must comply with all maintenance obligations set forth in Exhibit "A".
- b. Grant. The parties agree and acknowledge that the License Fee to be paid by LICENSEE is less than CITY's fees charged for other City-owned facilities, which the CITY is considering to be a Grant to LICENSEE. CITY is providing such Grant to LICENSEE, to use the facility at this discounted price, because City believes that LICENSEE's activities are of a benefit to the community and LICENSEE is a not-forprofit organization.
- 6. Notices. 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 with proof of delivery, addressed to the parties (or their successors) at the following addresses:
  - a. To CITY:

City of Okeechobee Attention: City Administrator 55 SE 3<sup>rd</sup> Avenue Okeechobee, Florida 34974;

b. To LICENSEE:

Okeechobee Historical Society, Inc. PO Box 973 Okeechobee, FL 34973

And its Registered Agent: Dowling R. Watford, Jr. 701 NE 5th St Okeechobee, FL 34972

Notices sent or delivered by mail in accordance with this paragraph shall be deemed to have been given five (5) business days after the date of mailing, and all other notices delivered by any other means such as hand delivery and private postal service with proof of delivery, shall be deemed to have been given when received.

7. **General Terms and Conditions**. This Agreement is governed by the General Terms and Conditions attached hereto as Exhibit "A" and incorporated herein by reference.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives.

LICENSEE:
Okeechobee Historical Society, Inc.
By Nough Cable as its President and authorized agent  Heather Prince WITNESS
Date: 08/04/2022
CITY:
By: Mayor DOWLING R. WATFORD, JR.,
Date: <u>June 6, 2022</u>
Attest: LANE GAMIOTEA, CMC City Clerk
Approved as to Form and Legal Sufficiency:

John J. Fumero, P.A. City Attorney

#### **EXHIBIT "A" - GENERAL TERMS AND CONDITIONS**

- No Representations or Warranties by City. CITY makes no representations or warranties whatsoever in connection with this Agreement, including, without limitation, the condition of the License Area and its suitability for the use described in this Agreement. LICENSEE acknowledges that LICENSEE has conducted LICENSEE's own investigation and has determined that the License Area is suitable for LICENSEE's Activities. LICENSEE accepts the License Area "AS IS" and CITY has no obligation to renovate or improve the buildings located upon the License Area.
- 2. Control of License Area. Nothing in this Agreement is intended or shall be deemed or construed to grant to or confer upon LICENSEE any rights whatsoever in the License Area, including, without limitation, rights in connection with the alteration, condemnation, or casualty loss thereof. Without limiting the generality of the foregoing, CITY has, and shall continue to have, ultimate and unfettered control over the License Area.
- Occupancy Interruptions. If, irrespective of fault of CITY, the License Area or any part thereof is destroyed or damaged by fire or other cause, or if, irrespective of fault of CITY, any casualty or unforeseen occurrence, including but not limited to acts of God, war, or acts of governmental authorities, renders the License Area unusable or otherwise render this Agreement impossible of performance by CITY, or if the License Area is required for public necessity or emergency use, this Agreement shall be at once terminated. Any portion of the License Fee attributable to the unused portion of the License Period will, under such circumstances, be refunded to LICENSEE, whereupon CITY shall be relieved from any further liability by reason of this Agreement, and no claims for compensation or damage shall be made against CITY by LICENSEE, and CITY shall not, in any such case, be held liable or responsible to LICENSEE for any damage caused by said termination.

#### 4. Personal Property.

- a. The parties acknowledge that LICENSEE will display, exhibit, and store various items of personal property at the License Area which are owned by LICENSEE (hereinafter "LICENSEE's Personal Property"), as well as display, exhibit, and store, on an occasional or rotating basis, items of personal property owned by third parties (hereinafter "Third Party Personal Property"), which shall collectively be referred to herein as "Personal Property."
- b. Within thirty (30) days from the date of this Agreement, and within thirty (30) days of each anniversary date of this Agreement, LICENSEE shall provide CITY with an inventory of LICENSEE's Personal Property, m
- c. Within two (2) business days following placement within the License Area of any Third Party Personal Property, LICENSEE shall provide CITY with an inventory of all Third Party Personal Property within the License Area, including the name and address of the owner and the approximate value of all such Third Party Personal Property.
- d. LICENSEE shall be responsible for all costs incurred for transporting any and all Personal Property to and from the License Area, as well as any costs of set up and removal of Personal Property.
- e. There shall be no indicia of a commercial enterprise, such as "for sale" signs, displayed with the Personal Property.

#### 5. CITY's Responsibilities for the License Area, generally.

- a. CITY will pay for all utilities serving the License Area, including power, water, sewer, pest control, and waste pick-up. CITY does not warrant against interruption in or failure of such utility connections and service, and CITY shall not be liable to LICENSEE or others for any loss, damage, cost, or expense which may result or arise from any such interruption or failure.
- b. CITY will provide insurance covering the License Area, including the buildings thereon and the Personal Property within the buildings.
- c. CITY will maintain the lawn and landscaped areas upon the License Area, including lawn mowing and maintaining and keeping up the planted and landscaped areas.
- d. CITY will clean the exterior of the buildings located upon the License Area.
- 6. LICENSEE's Responsibilities for the License Area, generally. LICENSEE shall do the following, at

its sole cost and expense:

- a. maintain the License Area in a good and safe condition;
- b. maintain the parking area in a clean, sightly, and serviceable condition, including removing debris therefrom;
- c. repair as necessary any damage to doors, windows, walls, ceilings, and floors for holes or marks resulting from decorations, signage, and displays installed by LICENSEE;
- d. promptly place all rubbish, trash, and debris in appropriate trash receptacles:
- e. provide cleaning or janitorial services as needed for the interior of all buildings at the License Area:
- f. provide that any equipment to be used by LICENSEE's participants is in good and safe condition;
- g. make suitable arrangements for the safe loading and unloading of LICENSEE's agents, employees, participants, and invitees:
- h. pay and be responsible for and all wages, necessary insurance, and benefits to any employees of LICENSEE hired to assist in the operation of LICENSEE's activities. Neither LICENSEE, nor those persons hired by LICENSEE, are employees of CITY, nor shall any such person have the rights privileges, or benefits as such;
- i. carry workers' compensation insurance if required by Florida Law for LICENSEE's Activities. LICENSEE shall hold CITY harmless from any claims by LICENSEE's employees for work-related injuries occurring on or about the License Area. LICENSEE must provide CITY with a copy of proof of workers' compensation insurance, or LICENSEE must provide CITY with a written statement that workers' compensation insurance is not required for LICENSEE's Activities:
- j. comply with all federal, state, and local statutes, laws, ordinances, rules, and regulations, as may from time to time be amended, in connection with the LICENSEE's use of the License Area, including, but not limited to: the Florida Clean Indoor Air Act, the City of Okeechobee Code of Ordinances, CITY's General Rules and Regulations for use of CITY's facilities, and CITY's rules applicable to each facility;
- k. obtain and maintain all licenses and permits required by any federal, state, or local law to perform LICENSEE's Activities and provide copies of such licenses to CITY upon request;
- be responsible for the orderly conduct of all its agents, employees, participants, and invitees
  who may be upon the License Area during the License Period. CITY reserves the right to eject
  or cause to be ejected from the License Area any person or persons whose conduct is unlawful
  or otherwise objectionable;
- m. report loiterers not associated with LICENSEE or LICENSEE's Activities to the proper law enforcement authorities;
- n. have an appropriate number of adult chaperones for activities involving minors;
- be present at the License Area for the duration of LICENSEE's Activities and during meetings
  of any organization reserving use of the License Area, including preparation and clean-up; and
- p. keep this Agreement at the License Area at all times during the License Period, and present to CITY or to law enforcement or other authorities upon request.

#### 7. CITY's Responsibilities at the Museum building.

- CITY shall pay for all repair and replacements of the structural portions of the Museum, including roof, truss system, exterior walls, exterior doors, and windows.
- b. CITY shall maintain all portions of the heating, ventilating and air conditioning ("HVAC") system serving the Museum.
- c. CITY shall maintain, repair, and replace, as necessary, all non-structural portions of the Museum, including but not limited to interior doors, the plumbing fixtures, the septic or sewer system, and the light fixtures.
- d. CITY shall be responsible for providing hurricane protection, m storm shutters or the equivalent thereof, for the Museum.
- e. LICENSEE agrees that CITY shall not be responsible or liable for any loss from theft, vandalism, or act of God, and all personalty present on the License Area, including, but not limited to the Personal Property, is at LICENSEE's sole risk.
- 8. **LICENSEE's Responsibilities at the Museum building**. LICENSEE shall do the following, at its sole cost and expense:

a. repair and replace, as necessary, all non-structural portions of the building upon the License Area, including but not limited to the interior doors, the flooring, the plumbing, the cabinetry, and window treatments, but excluding the HVAC system.

#### 9. Prohibited Uses and Actions.

- a. LICENSEE shall not make or permit any use of the License Area that would violate the rules and regulations of the License Area or any federal, state, or local law, statute, code, ordinance, rule, or regulation.
- b. LICENSEE shall not make or permit any use of the License Area, which would be: (1) offensive so as to constitute a nuisance; (2) unlawful under any federal, state, or county law, statute, code, ordinance, rule, or regulation; or (3) injurious to any person or property.
- c. LICENSEE shall not install any permanent fixtures or make any permanent alterations to the License Area without CITY's prior written consent.
- d. LICENSEE shall not suffer or permit any lien to be filed against the License Area. If any such lien is filed, LICENSEE shall cause the same to be discharged of record within thirty (30) days after the date of filing the same, and shall incur all charges in the release of such lien.
- e. LICENSEE shall not permit the License Area to be occupied by a larger number of persons than can safely and freely move about therein, as determined in the sole discretion of CITY.
- f. LICENSEE shall not erect any signage without the prior written consent of CITY.
- g LICENSEE shall not remove any equipment, supplies, or other personal property belonging to CITY.
- 10. **Nondiscrimination**. LICENSEE for itself, its heirs, personal representatives, successors in interest, and assigns, as part of the consideration for this Agreement, does hereby covenant and agree that no person shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination in LICENSEE's activities, on the grounds of race, color, religion, sex, disability, age, or national origin.

#### 11. Insurance and Indemnification.

- During the License Period, CITY will maintain, at CITY'S sole expense, a comprehensive general liability insurance policy, or such sufficient self-insurance to protect CITY and CITY's board, employees, and agents.
- b. LICENSEE must defend, indemnify, and hold harmless CITY and all of CITY's officers, agents, and employees from and against all claims, liability, judgments, costs, damages, interest, penalties, loss, and expense, including reasonable costs, collection expenses, attorney's fees. and court costs which may arise by reason of LICENSEE's Activities, whether happening on or off the License Area, arising from acts or omissions of LICENSEE or LICENSEE's agents. employees, participants, or invitees, for any damage, claim or injury (including death) to persons or property. LICENSEE recognizes the broad nature of this indemnification and hold harmless provision, as well as the provision of a legal defense to CITY when necessary, and voluntarily makes this covenant and expressly acknowledges the receipt of such good and valuable consideration provided by CITY in support of these indemnification, legal defense, and hold harmless contractual obligations in accordance with the laws of the State of Florida. Compliance with any insurance requirements of this Agreement shall not relieve LICENSEE of its liability and obligation to defend, indemnify, and hold harmless CITY as set forth in this paragraph. Such indemnification shall be in addition to any and all other legal remedies available to CITY and shall not be considered to be CITY's exclusive remedy.
- c. LICENSEE shall not permit the License Area to be contaminated with any environmental hazard. LICENSEE shall indemnify, protect, and hold CITY harmless from any environmental damage, and if such environmental damage, resulting from LICENSEE's Activities or use of the License Area, is discovered, LICENSEE shall promptly undertake and pursue diligently appropriate steps to repair the damage and shall notify CITY of such environmental damage within twenty-four (24) hours after LICENSEE's discovery of such environmental damage.
- d. In the event that any claim in writing is asserted by a third party which may entitle CITY to indemnification, CITY shall give notice thereof to LICENSEE which notice shall be accompanied by a copy of statement of the claim. Following the notice, LICENSEE shall have the right, but not the obligation, to participate at its sole expense, in the defense, compromise or settlement of such claim with counsel of its choice. If LICENSEE shall fail timely to defend, contest or

otherwise protect against any suit, action or other proceeding arising from such claim, or in the event CITY decides to participate in the proceeding or defense, CITY shall have the right to defend, contest, or otherwise protect itself against same and be reimbursed for expenses and reasonable attorney's fees and, upon not less than ten (10) days notice to LICENSEE, to make any reasonable compromise or settlement thereof. In connection with any claim as aforesaid, the parties hereto shall cooperate fully with each other and make available all pertinent information necessary or advisable for the defense, compromise or settlement of such claim.

- e. The indemnification provisions of this paragraph shall survive the termination of this Agreement.
- 12. **Sovereign Immunity**. Nothing herein shall be construed to extend CITY's liability beyond that provided in Section 768.28, Florida Statutes. Nothing herein shall be construed as consent by CITY to be sued by a third party in any matter arising out of this Agreement.
- 13. **Sub-Agreement and Assignment Prohibited**. LICENSEE shall not enter into any sub-agreement or assignment of this Agreement, or otherwise pledge, encumber, or transfer any interest in this Agreement, either voluntarily, involuntarily, or by operation of law.
- 14. Events of Default by Licensee; City Remedies.
  - a. The occurrence of any of the following shall constitute an event of default under this Agreement:
    - i. LICENSEE fails to perform or breaches any term, covenant, or provision of this Agreement;
    - ii. LICENSEE fails to have this Agreement present at the License Area, as required by this Agreement;
    - iii. LICENSEE fails to maintain its status as an active not-for-profit corporation with the Florida Department of State; or
    - iv. A major portion of LICENSEE"s Personal Property usually kept on the License Area is removed by LICENSEE voluntarily or under legal or administrative process.
  - b. In the event of any default of this Agreement by LICENSEE, CITY shall have the right to immediate termination of this Agreement, whereupon LICENSEE's use of the License Area shall be subject to immediate shutdown by the City of Okeechobee City Council or the Okeechobee Police Department, in addition to or in place of any and all remedies otherwise provided by Florida law.
  - c. LICENSEE agrees that no assent, express or implied, by CITY to any breach of this Agreement by LICENSEE shall be deemed to be a waiver of any succeeding breach by LICENSEE.
  - d. LICENSEE's default of this Agreement may result in denial of future use of any CITY facility by LICENSEE.
- 15. **Surrender; Removal of Property**. Upon the expiration or earlier termination of this Agreement or one of the renewal terms hereof, LICENSEE shall peaceably surrender to CITY possession of the License Area, in good condition and repair as when received, and LICENSEE shall remove all Personal Property from the License Area, including all Third-Party Personal Property. If LICENSEE fails to remove any Personal Property within thirty (30) days, such Personal Property shall be deemed abandoned, and CITY may remove and store same at LICENSEE's expense, or, at CITY's sole option, upon not less than thirty (30) days written notice to LICENSEE at the address shown in this Agreement, the Personal Property will become the property of CITY, and may be stored or used by CITY, or disposed of as surplus, in the manner CITY disposes of surplus personal property. In the event that any portion of the Personal Property is sold, LICENSEE shall not be entitled to any of the proceeds of such sale.

#### 16. Miscellaneous Provisions.

- a. **Successors Bound**. All of the covenants, conditions and obligations of this Agreement shall be binding upon and inure to the benefit of the respective heirs, administrators, successors, and assigns of the parties.
- b. **Construction**. The headings or captions in this Agreement are for convenience only and are not a part hereof.
- c. **Judicial Interpretation**. If any provision of this Agreement becomes subject to judicial interpretation, it is agreed that the court interpreting or considering such provision will not apply the presumption or rule of construction that the terms of this Agreement be more strictly

construed against the party which itself or through its counsel prepared the same, because all parties have participated in the preparation of the final form of this Agreement through review and negotiation of terms, and therefore, the application of such presumption or rule of construction would be inappropriate and contrary to the intent of the parties.

- d. **Severability**. In the event that any provision of this Agreement is determined to be invalid, illegal, or unenforceable for any reason, such provisions shall be severed from this Agreement and such severance shall not invalidate any other provision of this Agreement or this Agreement itself.
- e. **Entire Agreement**. This Agreement contains the entire agreement between the parties, and no prior or independent agreements or understandings between the parties shall be effective for any purpose. LICENSEE acknowledges that any representations, statements, or negotiations made by CITY or by any of the City's staff, employees, counsel, or any other agent, do not suffice to legally bind CITY, unless such representations have been reduced to writing and fully executed by all of the parties.
- f. **Written Modifications**. No provision of this Agreement may be changed or modified except by an agreement in writing executed by all of the parties or their successors in interest.
- g. **Venue; Law**. Venue for all court proceedings to enforce or interpret this Agreement shall be in Okeechobee County, Florida, and such proceedings shall be governed by the laws of the State of Florida.
- h. **Time is of the Essence**. The parties agree that time is of the essence in performance of this Agreement.
- i. Relationship of Parties. LICENSEE shall never become the agent of CITY, and CITY shall not be responsible for the acts or omissions of LICENSEE or LICENSEE's agents, employees, participants, and invitees.
- j. Attorneys' Fees and Waiver of Jury Trial. In the event of any litigation between the parties, the prevailing party shall be entitled to recover reasonable attorneys' fees and court costs from the losing party, at the trial and appellate levels. 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.
- k. **Material Breach**. The failure of LICENSEE to comply with any terms or conditions of this Agreement shall be considered a material breach of this Agreement.
- I. Cross Default. A default under the Agreement will operate as a default of any pre-existing or subsequent Agreement between CITY and LICENSEE.
- m. **Survival.** 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.
- n. **Non-assignability.** This Agreement shall not be assignable by LICENSEE unless such assignment is first approved in writing by CITY.

#### **EXHIBIT "B" - VENUE LICENSE AGREEMENT**

#### VENUE LICENSE AGREEMENT - OKEECHOBEE HISTORICAL SOCIETY -

This Venue License Agreement ("Agreement") is entered into by and between Okeechobee Historical Society, Inc., a Florida not-for-profit corporation (the "Licensor") and the undersigned person or persons (the "Licensee"). In consideration of the mutual covenants, terms, and conditions set forth herein, the parties agree as follows:

<u>License of Venue</u>. Subject to the terms and conditions of this Agreement, Licensor agrees to grant to Licensee a license to the event area located at 1003 SW 3rd Avenue, Okeechobee, FL 34974 (the "Venue") during the following date and times (the "Event Period")

	<u>Date</u>	<u>Time</u>
Initial Access to the Venue for Setup		
Rehearsal – Start		
Rehearsal – End		
Start of Event		
End of Event	***************************************	
Deadline for Cleanup and Equipment Removal		400-11-0-0-1-0-
and for the following purpose:		
		•

- <u>Venue Rental Pricing.</u> In consideration for its use of the Venue during the Event Period, Licensee shall donate the sum of \_\_\_\_\_\_\_ (the "Donation") to Licensor. The Donation sum will be due to Licensor no later than four (4) months prior to the Event Period. The Donation is due regardless of cancellation by the Licensee. Any events booked within fewer than four months of the Event Period will be paid in full the time of booking.
- <u>Return of Venue Premises</u>. Licensee agrees to clean out all personal items and return the Venue to Licensor in the same condition as it was found at the start of the Event Period. All trash, food supplies, decorations and any other materials brought into the Venue by Licensee or its guests, agents, vendors or employees must be removed by the date and time identified above as "Deadline for Cleanup and Equipment Removal." Guests are permitted to leave vehicles overnight if they are unable to drive themselves in a safe manner but must be removed by the date and time identified above as "Deadline for Cleanup and Equipment Removal." Any guest vehicles left at the Venue shall be at the guests' own risk.
- 4. Prohibited Substances. Licensee is not permitted to use fireworks, sparklers, or an open flame at the Venue or on the surrounding property without the written permission of the Licensor. In addition, alcoholic beverages are prohibited. Licensee will comply with all applicable laws including, without limitation, ensuring that no illegal drugs are brought to the Venue by Licensee or by any of Licensee's guests.
- <u>5.</u> <u>Damage to Venue and Surrounding Property.</u> Licensee is responsible for any and all damage to the Venue and surrounding property caused by Licensee or by Licensee's guests, agents, vendors or employees. Licensor shall inspect the Venue after end of the Event Period to determine whether any damage was sustained to the Venue or surrounding property. Licensor shall notify Licensee of any damage resulting from Licensee's use and occupancy of the property. Licensor may repair and remedy and damage at Licensee's expense.

- <u>G.</u> <u>Unavailability of Venue</u>. Should the Venue become unavailable for all or a portion of the Event Period due to damage by fire, flood or other cause or Act of God, or should Licensor be unable to fulfill the terms of this Agreement due to any unforeseen occurrence outside of Licensor's reasonable control, then this Agreement shall terminate and Licensor shall be liable only for the fees paid by Licensee up to the time of such termination. For the avoidance of doubt, this Section 8 shall survive the termination of this Agreement.
- 7. <u>Limitation of Liability.</u> Licensee acknowledges and agrees that LICENSOR IS NOT LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES (INCLUDING LOST PROFITS OR REVENUE OR DIMINUTION IN VALUE), REGARDLESS OF WHETHER THE CLAIM SOUNDS IN CONTRACT, TORT, OR OTHERWISE.

Further, Licensee acknowledges and agrees that IN NO EVENT SHALL LICENSOR'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EXCEED THE TOTAL OF THE AMOUNT OF THE DONATION.

For any and all claims arising out of or related to this Agreement, Licensee shall seek recovery only against Licensor and not against any individual associated with Licensor or the owner of the real property where the Event Period is being licensed. For the avoidance of doubt, this Section 9 shall survive the termination of this Agreement.

- <u>10.</u> <u>Venue Condition.</u> Licensee acknowledges that he/she has been offered the opportunity to inspect the Venue and accepts the Venue in its current condition.
- 11. Liability Insurance. Licensee is required to carry liability insurance, satisfactory to Licensor, and such policy shall be for no less than \$1,000,000.00 and shall cover the Event Period. The company or companies writing any insurance policy which Licensee is required to carry and maintain or cause to be carried or maintained pursuant to this Agreement as well as the form of such insurance shall at all times be subject to Licensor's approval. The required insurance policy evidencing such insurance shall name both Licensor and the City of Okeechobee, Florida as additional insureds and shall also contain a provision by which the insurer agrees that such policy shall not be canceled except after thirty (30) days written notice to Licensor. Proof of each such policy or a certificate thereof, shall be provided to the Licensor by Licensee at least thirty (30) days prior to the date identified above as "Initial Access to the Venue for Setup." If Licensee fails to perform any of its obligations under this section, Licensor may terminate this Agreement
- <u>Waiver of Right to Recover.</u> Notwithstanding any provision of this Agreement to the contrary, if Licensee suffers a loss or damages, and if typically such loss or damages would be covered under any policy of insurance that Licensee is required to maintain pursuant to this Agreement, then Licensee hereby releases Licensor to and from any and all liability for each such loss or damage, notwithstanding that such loss, damage or liability may arise out of the negligent or intentionally tortious act or omission of the Licensor, its agents, officers or employees and/or notwithstanding that Licensee has failed to maintain the insurance policy required to be maintained by it under this Agreement. The foregoing release shall be effective only so long as it is possible to obtain the insurance policies required to be maintained pursuant to this Agreement with provisions in such policies to the effect that such release shall not impair the effectiveness of such policy or the insured's ability to recover thereunder. Licensee hereto shall use reasonable efforts to have a clause to such effect included in its said policies, and shall promptly notify Licensor in writing if such clause cannot be included in any such policy.
- 13. Indemnification. Licensee agrees to indemnify and hold Licensor and its members, employees, successors, assigns, agents, and other representatives harmless from any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorneys' fees, incurred by Licensor from any third-party claim arising from or out of any act or omission, whether negligent or intentional, of Licensee or Licensee's guests, agents, vendors or employees. Licensee further agrees to indemnify and hold the City

- of Okeechobee, Florida and its members, employees, successors, assigns, agents, and other representatives harmless from any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorneys' fees, incurred by the City of Okeechobee, Florida from any third-party claim arising from or out of any act or omission, whether negligent or intentional, of Licensee or Licensee's guests, agents, vendors or employees.
- <u>14.</u> <u>Destruction of Licensee's Property.</u> The Licensor shall not be held responsible for any loss or damage, including damage to Licensee's personal property nor the personal property of Licensee's guests, agents, vendors or employees.
- <u>15.</u> <u>Contract Approval.</u> Upon receipt of the Donation and this Agreement executed by Licensee, Licensor shall review the proposed Agreement and issue an approval or denial of this Agreement within three (3) business days. Licensee agrees and acknowledges that this Agreement may be approved or denied at the sole discretion of the Licensor. If the proposed Agreement is denied by the Licensor, Licensor shall return the Donation to Licensee within three (3) business days of the decision.
- <u>Permits and Licenses</u>. Licensee is responsible for procuring all necessary permits and licenses, if any, required for use of the Venue during the Event Period. Licensor shall reasonably cooperate with Licensee to secure all necessary permits and licenses. Server organization must also carry its own \$1,000,000.00 liability insurance policy or be insured by the caterer.
- <u>17.</u> <u>Removal from Venue.</u> Licensee is responsible for the acts of his/her guests, agents, vendors and employees. Licensor reserves the right to remove any person from the Venue that Licensor believes is disrupting, obstructing, or damaging the Venue or surrounding property.
- 18. Governing Law; Jurisdiction and Venue. This Agreement is governed by and construed in accordance with the internal laws of the State of Florida without giving effect to any choice or conflict of law provision or rule (whether of the State of Florida or any other jurisdiction) that would require or permit the application of laws of any jurisdiction other than those of the State of Florida Any legal suit, action or proceeding arising out of or related to this Agreement or the matters contemplated hereunder must be instituted exclusively in the courts of Okeechobee County, Florida and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding and waives any objection based on improper venue or forum non conveniens.
- <u>Parties Agreement.</u> This Agreement, including any exhibits hereto, constitutes the entire agreement of the Parties with respect to the subject matter hereof, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter. This Agreement may only be amended, modified, or supplemented by an agreement in writing signed by each Party hereto. If and when included within the term "Licensee," as used in this Agreement, there is more than one person or entity, each shall be jointly and severally liable for the obligations of Licensee.
- <u>20.</u> <u>Severability.</u> If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability does not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.
- <u>Counterparts.</u> This Agreement may be executed in any number of counterparts, each of which is deemed an original, and all of which together constitute one and the same instrument. A signed copy of this Agreement delivered by facsimile, email, or other means of electronic transmission is deemed to have the same legal effect as delivery of an original signed copy of this Agreement.
- <u>Assignment.</u> Licensee may not assign any of its obligations hereunder without the prior written consent of the Licensor.
- 23. Non-endorsement by Licensor and City. LICENSEE hereby acknowledges that LICENSOR's execution of this Agreement does not constitute and endorsement by LICENSOR or the City of Okeechobee of the LICENCEE's policies, views, or beliefs.

### IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first set forth above.

LINCESEE:
(Print Legal Name)
By: (Signature of Authorized Signer)
Its: (Printed Name of Authorized Signer)
(Printed Name of Authorized Signer)
Dated:
OKEECHOBEE HISTORICAL SOCIETY, INC:
By: (Signature of Authorized Signer)
(Printed Name of Authorized Signer)
Potad:

#### VI. PUBLIC HEARING CONTINUED

B. Continued: thereby, we support advertising the Charter revisions with the same language currently in your agenda as a single ballot item (Exhibit 2). I regret I am unable to attend in person this evening but want to be sure that the community support for your previous action on this Item is known, recognized, and documented for the record as you continue your efforts to improve our City and modernize the Charter. Thank You for your continued service to our community."

Council Member Chandler made a motion to amend proposed Ordinance No. 1253 to separate the issue of the position of City Clerk changing to an appointed position from the other items listed in the charter. Motion to amend failed due to the lack of a second.

Motion and second by Council Members Clark and Jarriel to amend proposed Ordinance No. 1253 to correct errors in Article 5 paragraphs b, d, and g removing any reference that the City Clerk position is elected; and in the first "Whereas" paragraph, correct to read appointed residents, not City residents. Motion to Amend Carried Unanimously. Vote on Motion as Amended Carried three to two, Mayor Watford and Council Member Chandler voting no.

#### MAYOR WATFORD CLOSED THE PUBLIC HEARING AT 6:33 P.M.

#### VII. NEW BUSINESS

- A. Motion and second by Council Members Jarriel and Chandler to review and approve the Fiscal Year (FY) 2020-21 Audited Financials prepared by Carr, Riggs and Ingram [as presented in Exhibit 3]. Motion Carried Unanimously.
- B. Motion and second by Council Members Jarriel and Keefe to read by title only, proposed Ordinance No. 1254 regarding Land Development Regulation (LDR) Text Amendment Application No. 22-001-TA for home-based businesses [as presented in Exhibit 4]. Motion Carried Unanimously.

Attorney Hyden read proposed Ordinance No. 1254 by title only as follows: "AN ORDINANCE OF THE CITY OF OKEECHOBEE, FLORIDA; AMENDING SECTION 90-633, HOME OCCUPATION WITHIN CHAPTER 90, LDR'S OF THE CODE OF ORDINANCES; PROVIDING FOR CONFLICT; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE."

Motion and second by Council Members Chandler and Jarriel to approve the first reading of proposed Ordinance No. 1254 and set July 5, 2022, as the final hearing date. Motion Carried Unanimously.

C. Motion and second by Council Members Keefe and Jarriel to read by title only, proposed Ordinance No. 1258, extending the sunset date one year for Ordinance No. 1224, adopting the Holding Property Rezoning Program [as presented in Exhibit 5]. Motion Carried Unanimously.

Attorney Hyden read proposed Ordinance No. 1258 by title only as follows: "AN ORDINANCE OF THE CITY OF OKEECHOBEE, FLORIDA; EXTENDING THE HOLDING REZONING PROGRAM CREATED BY ORDINANCE 1224; PROVIDING FOR A ONE (1) YEAR SUNSET CLAUSE; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE."

Motion and second by Council Members Chandler and Jarriel to approve the first reading of proposed Ordinance No. 1258 and set July 5, 2022, as the final hearing date. Motion Carried Unanimously.

- D. Motion and second by Council Members Jarriel and Chandler to approve a budget amendment in the amount of \$9,379.62, not to exceed \$10,000.00, to rewire the Council Chambers [as presented in Exhibit 6]. Motion Carried Unanimously.
- E. Discussed local and state regulations for the use of fireworks. Per the discussion and, at the recommendation of Attorney Hyden, Mayor Walford stated that it was the consensus of the Council that the Code of Ordinances be amended with Police Staff input.
- F. Motion and second by Council Members Clark and Keefe to approve a Facility Use License Agreement with the Okeechobee Historical Society, Inc., regarding use of the Primitive Baptist Church property [as presented in Exhibit 8, located at 1003 Southwest (SW) 3rd Avenue, Legal Description: Lots 9 through 12 of Block 8, SOUTH OKEECHOBEE, Plat Book 1, Page 12 and Plat Book 5, Page 7, Okeechobee County Public Records]. Motion Carried Unanimously.



INSPIRING MINDS. CHANGING LIVES.





# OUR MISSION

The Education Foundation of Okeechobee is a non-profit organization committed to supporting the students and staff of Okeechobee County Schools in their vision of achieveing excellence.







# EXECUTIVE DIRECTOR

- First Full-Time Executive Director
- Okeechobee native & OHS Alumna
- Masters in Education and years of experience
- Shared excitement and goals for enhancing the community and futures of not only our local students, but its teachers as well



## **SCHOLARSHIPS**

The scholarship program provides support to the students, families and the education system of Okeechobee County.

Last year, the Scholarship Program:

- Had 64 participating local donors
- Received \$255,000 in donations
- Distributed 216 scholarships
- Impacted 78 OHS students







# **MINI-GRANTS**

A \$1 to \$1 matching program that supports Okeechobee County teachers and impacting the students of their classrooms.

Last Year:

•  $$21,255 \rightarrow $42,510$ 

Applications Open-November 1st



A free teacher market that provides much-needed supplies into the hands of students and teachers.

Reduces teachers from using their personal income to purchase supplies for classrooms.

2022–2023: 61% of teachers participated









# WHAT THE TEACHERS SAY:

""By relieving the financial burden of basic supplies my students and I use every day, I am able to put more money into meaningful projects and experiences that provide my students with hands-on learning opportunities."

"Anytime part of the burden of the expense of supplies on the teacher can be lifted...it is always a great benefit to the students because it gives them more to learn and create with."

"The pencil depot now allows me the opportunity to support these students in tier educational endeavors in a more impactful way."





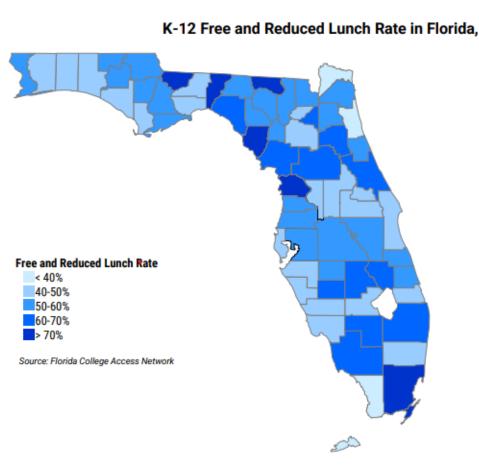


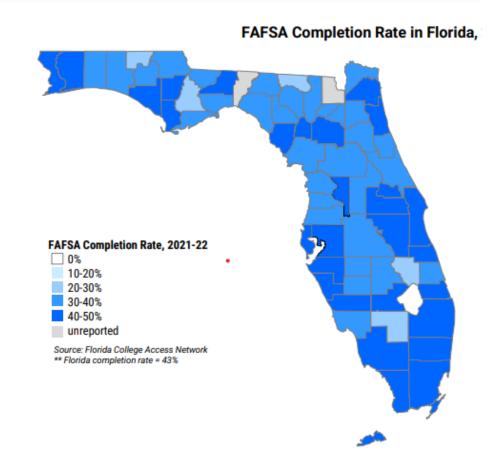
# COLLEGE & CAREER

# CULTIVATING THE "LEADERS OF TOMORROW" TO INCREASE THE ECONOMIC OPPORTUNITIES & SOCIAL MOBILITY IN OKEECHOBEE



## **OUR "WHY"**





Free Application for Federal Student Aid



## **OUR "WHY"**

#### Residents with a high-quality degree or credential 1

OKEECHOBEE 18.6% ↑ 1.4% since 2015

ranks 54th among all counties in Florida

FLORIDA 52.7% ↑ 5.8% since 2015



\*An estimated 10.5% of Florida residents and 8.1% of U.S. residents hold a workforce-relevant short-term credential, according to Lumina Foundation. Short-term credential data are not yet available at the county level.





### **CCR PROGRAMS**

We believe every student should have a plan for next steps posthigh school including education and career pathway considerations.

- FAFSA Workshops
- FAFSA Challenge
- Traveling FAFSA Nights
- SAT/ACT Test Prep



# CITY OF OKEECHOBEE THANK YOU!

FOR QUESTIONS AND COMMENTS, EMAIL US AT ALAINA@EDFOUNDATIONOFOKEE.ORG (863) 697-3471



## MEMORANDUM OF UNDERSTANDING BETWEEN OKEECHOBEE COUNTY ECONOMIC DEVELOPMENT CORPORATION AND THE CITY OF OKEECHOBEE FOR INSTALLATION OF LANDSCAPING ENDCAPS

This Memorandum of Understanding (hereinafter "MOU"") is made and entered into effective this \_\_\_\_\_\_ day of \_\_\_\_\_\_, 2022, between **OKEECHOBEE COUNTY ECONOMIC DEVELOPMENT CORPORATION** a Florida not-for-profit corporation (hereinafter the "CONTRACTOR") and the **CITY OF OKEECHOBEE**, a municipal corporation in the state of Florida (hereinafter the "CITY").

**WHEREAS**, the CITY is a political subdivision of the State of Florida, having a responsibility to provide certain services to benefit the citizens of the CITY; and

**WHEREAS**, the CONTRACTOR's mission is to work collaboratively with public and private partners to promote and nurture existing businesses, create an environment for new business development and recruitment, and increase job opportunities in Okeechobee.

WHEREAS, the CITY has identified a budget sum of \$100,000 for the installation of landscaping endcaps on Park Street (hereinafter, the "Improvements"); and

**WHEREAS**, the parties desire to enter into this MOU to set out the general understanding of the working arrangement between the parties for the completion of the Improvements.

**NOW, THEREFORE,** the parties set forth the following understandings for the purpose of memorializing the working arrangement and procedures that have been contemplated by the CONTRACTOR and the CITY, and in consideration of the premises, and in consideration of the mutual conditions, covenants and obligations hereafter expressed, it is agreed as follows:

- 1. Recitals. The foregoing recitals are true and correct and constitute a material inducement to the parties to enter into this MOU. Said recitals are hereby ratified and incorporated herein by reference.
- **2. Contractor's Responsibilities.** During the Term of this MOU, the CONTRACTOR's responsibilities shall be as follows:
  - a. to procure a contractor or vendor (hereinafter, "Vendor") chosen by the CONTRACTOR to complete the Improvements, the cost of which shall be entirely borne by the CITY;
  - b. to ensure that the Vendor holds licenses and certifications appropriate to the work being performed;
  - c. to receive from the CITY and provide to Vendor the type and coverage amounts of insurance required by CITY under this MOU;
  - d. to present to CITY an invoice for any work performed by Vendor within fourteen (14) days of CONTRACTOR's receipt of a demand for payment from Vendor;

- e. upon approval by CITY, to pay invoices for Vendor's work using funds provided by the City.
- **3. City's Responsibilities.** During the Term of this MOU, the CITY's responsibilities shall include the following:
  - a. to allow the CONTRACTOR or Vendor to complete the Improvements;
  - b. to troubleshoot problems that arise with the Improvements; and
  - c. to maintain the Improvements.

#### 4. Both Parties' Responsibilities.

- Both parties shall actively pursue, establish, and maintain a business-like, responsible, and responsive working relationship with each other. As regularly as appropriate, designated employees of the CONTRACTOR and CITY shall meet or otherwise communicate to review operations, maintenance, reports, and other data information relating to the implementation of this MOU.
- b. Both parties shall endeavor in good faith to make funding and staff available to carry out the responsibilities designated herein.

#### 5. Term: Termination.

- a. Term. This MOU shall have a Term of one (1) year beginning October 1, 2022, and ending September 30, 2023, unless terminated earlier in accordance with its terms. The MOU may be renewed annually for as long as the parties mutually agree to renew.
- b. Termination at Will. This MOU may be terminated by either party giving not less than ninety (90) days written notice to the other party; provided, that this provision shall not be construed to relieve either party from its rights or obligations of this MOU through the date of the actual termination. Said notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery.
- c. Termination for Cause. Either party shall have the right to terminate this MOU for the other party's material non-compliance with the terms and conditions of this MOU if such other party fails to cure such material non-compliance within ten (10) days after receiving notice thereof from the noticing party, or within such additional time as the noticing party may allow.

#### 7. Default.

- a. Events of Default by either party are the material failure or refusal of such party to perform timely any obligation under this MOU.
- b. Upon the occurrence of an Event of Default, the non-defaulting party shall provide written notice to the defaulting party of such event, and such written notice shall contain a provision for a ten (10) day cure period, commencing on the date of the letter.
- **8. Notices.** Any notices or communication required or permitted hereunder shall be in writing and may be delivered in person or mailed by certified or registered mail, postage prepaid, as follows:

#### To the CONTRACTOR:

Okeechobee County Economic Development Corporation 2229 NW 9<sup>th</sup> Avenue Okeechobee, FL 34972

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

#### To the CITY:

City of Okeechobee City Administrator 55 SE 3rd Avenue Okeechobee, FL 34974

#### 9. Miscellaneous.

- a. This MOU represents the entire agreement of the parties. Any alterations, variations, changes, modifications, or waivers of provisions of this MOU shall only be valid when they have been reduced to writing duly signed by each of the parties hereto, and attached to the original of this MOU.
- b. This MOU is binding upon the parties, their successors, and their assigns.
- c. Should any provision of this MOU be subject to judicial interpretation, it is agreed that the court interpreting or considering such provision will not apply the presumption or rule of construction that the terms of this MOU be more strictly construed against the party which itself or through its counsel prepared the same, as all parties hereto have participated in the preparation of the final form of this MOU through review by their respective counsel, if any, and/or the negotiation of specific language, and, therefore, the application of such presumption or rule of construction would be inappropriate and contrary to the intent of the parties.
- d. This MOU shall not be assigned by either party without the prior written consent of the other party and either party shall not enter into any contractual agreement with a third party for the performance of any part of this MOU without prior written consent of the other party.
- e. Each party agrees to execute and deliver any instruments and to perform any acts that may be necessary or reasonably requested in order to give full effect to this MOU. Each party can, and shall, use all reasonable efforts to provide such information, execute such further instruments and documents and take such action as may be reasonably requested by the other party and not inconsistent with the provisions of this MOU and not involving the assumption of obligations other than those provided for in this MOU to carry out the intent of this MOU.

- f. This MOU shall be governed in accordance with the laws of the State of Florida.
- 1. This MOU is being entered into in Okeechobee County, Florida, which shall be the venue of any action thereon.
- J. All headings are for convenience only and are not to be used in any judicial construction of this MOU.
- k. Nothing herein shall be construed to extend the CITY'S liability beyond that provided in section 768.28, Florida Statutes. Nothing in this MOU is a consent, or will be construed as consent, by the CITY to be sued by third parties in any matter arising out of this MOU.

**IN WITNESS WHEREOF,** the Parties hereto have signed and sealed this MOU effective the date first written above.

DEVELOPMENT CORPORATION			
Ву:	(Print name)		
Its:	(Title)		

**OKEECHOBEE COUNTY ECONOMIC** 

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

	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. City Attorney	$\overline{\mathbf{A}}$ .





## CITY OF OKEECHOBEE, PUBLIC WORKS Memo

To: Gary Ritter, City Administrator
From: David Allen, Public Works Director

Date: 10/20/2022

Re: Public Works Replacement Backhoe Loader purchase

The Public Works Department is requesting a Purchase order for \$135,276.00 to purchase a Caterpillar 430 07a loader backhoe from Kelly Tractor. The pricing for this purchase is per the Florida Sheriffs Association Contract. The new backhoe will replace a John Deere 410E backhoe which is twenty years old. The purchase price is \$4,724.00 les than the amount budgeted for this purchase.

Pricing requests were made to three manufactures, John Deere, Caterpillar, and Case. Case did not submit a quote. John Deere submitted a quote also based on the Florida Sheriffs Association Bid for \$147,587.50.

The specification for new backhoe was based on the John Deere backhoes that we are currently using. Both of our existing backhoes have been in use for many years and adequately perform the functions that are required by Public Works. The specifications for the new backhoe is attached to this memo.



**REF: Florida Sheriff's Association Contract Quote** 

Term: October 1, 2020 – September 30, 2023 Contract: FSA20-EQU18.0, Heavy Equipment

Group: LOADER: Loader Backhoe with Canopy 4x4 Standard

Item: 168, Caterpillar 430

One new Caterpillar 430 Backhoe Loader equipped with the following equipment:

	Base Model		
	Base Machine Unit (Caterpillar 416)	\$91,876	Α
	Upgrade Model Options		
430	Base 430 with freight and prep only	-\$3,278	В
	Non-Specified Options		
543-3343	430 07A BACKHOE LOADER CFG2	BASE	
543-4286	STICK, EXTENDABLE, 15FT	\$6,060	
544-0930	PT, 4WD, 2WS AUTOSHIFT	\$16,120	
543-5181	ENGINE, 86KW, C3.6 DITA, T4F (115HP)	\$11,540	
554-4188	HYD, MP, 6FCN/8BNK, ST, QC	\$7,400	
544-0883	CAB, DELUXE	\$10,150	
545-5047	DISPLAY, STANDARD	\$0	
491-6734	WORKLIGHTS (8) HALOGEN LAMPS	\$0	
611-0335	SEAT, FABRIC	\$625	
206-1747	BELT, SEAT, 2" SUSPENSION	\$0	
542-7810	AIR CONDITIONER, T4F	\$2,905	
560-6797	PRODUCT LINK, CELLULAR, PLE643	\$0	
379-2161	TIRES, 12.5 80/19.5L-24, GY	\$2,280	
337-9695	COUNTERWEIGHT, 530 LBS	\$1,085	
9R-6007	STABILIZER PADS, FLIP-OVER	\$406	
216-8810	BUCKET-MP, 1.3 YD3, IT	\$7,653	
9R-5321	CUTTING EDGE, TWO PIECE	\$331	
219-3387	BUCKET-HD, 24", 6.2 FT3	\$1,938	
212-8738	BUCKET-DC, 48", 13.0 FT3	\$3,132	
559-0872	INSTRUCTIONS, ANSI	\$0	
421-8926	SERIALIZED TECHNICAL MEDIA KIT	\$0	
551-6453	RIDE CONTROL	\$1,795	
433-0154	BEACON, MAGNETIC MOUNT, STROBE	\$414	
	Non Specified Options List Price	\$73,834	
	21% Contract Discount	<u>-\$15,505</u>	
	Non Specified Options Total	\$58,329	С
	CONTRACT TOTAL	\$146,927	A+B+C
	Less Additional Dealer Discount	<u>-\$11,651</u>	
	QUOTE GRAND TOTAL	\$135,276	

FOB: City of Okeechobee

Thank you for your consideration of our product. Quote is valid for thirty days.

Greg Bennett

Governmental Sales

Office 305-592-5360 Cell 786-229-7037

Fax 305-477-2024



#### A John Deere Dealer

#### FLORIDA SHERIFFS ASSOCIATION FLORIDA ASSOCIATION OF COUNTIES

#### 2022-2023 Contract for Vehicles and Equipment **Contract Number FSA20-EQU18.0** Spec#169 4x4 Loader Backhoe

John Deere 410L 4x4 Enclosed Cab Extendahoe Multi-Purpose Bucket

October 13, 2022

Quote For: City of Okeechobee

#### **Base Unit:**

One (1) Deere 310SL Backhoe Loader, 4X4, Canopy	\$89,365.00
24" Backhoe Bucket,	
Deere Two Lever Controls, 1.3 Yd Loader	

Bucket, Standard Backhoe

#### **Stated Options From Contract:**

JD410L	Model Upgrade to 410L 4X4 1.5 yard loader	21,921.00
9110	Ride Control(boom float)	1,734.00
9905	Strobe Light	513.00
2035	Enclosed Cab with Air Conditioning	12,690.00
6020-1	Extendable Dipper Stick	7,294.00
5285	Pilot Joystick rear controls(switchable SAE/JD Backhoe)	2,262.00
7080	3 <sup>rd</sup> Function Loader Hydraulics	2,850.00
7685	Multi-Purpose Loader Bucket(clam bucket on front)	6,620.00
9505	Full MFWD driveshaft Guard	372.00

Non Specified options @ 25% Discount from List:			
Premium Mirror Option 2 Rearview and 1 frontview	169.00		
AT437616 36" Ditching Bucket	1,991.00		
8131 Heavy Duty Stabilizer Pads	462.00		
Total List Price Non-Specified Options: 2,622.00			
Less Contract Discount of 25%:	(655.50)		
T 137 G 10 10 1			

**Total Non Specified Options** 1,966.50

**Total Price FOB Okeechobee 2022-2023 FSA Price** 

\$147,587.50

Made In The U.S.A.

### **PRODUCT SPECIFICATIONS FOR 430**

Operating Weight -



Net Power - SAE J1349	107 HP
Displacement	220 in <sup>3</sup>
Net Torque Rise - 1,400 rpm - SAE J1349	358 ft-lb
Power Rating Conditions - No De-Rating Required Up To	10000 ft
Net Power Rating at 2,200 rpm - ISO 9249	107 HP
Net Power Rating at 2,200 rpm - SAE J1349	107 HP
Emissions	Engine meets Tier 4 Final/Stage V emission standards.
Net Torque Rise - 1,400 rpm - SAE J1349	40%
Ratings at 2,200 rpm - Gross Power ISO 14396	115 HP
Ratings at 2,200 rpm - Gross Power SAE J1995	118 HP
Engine Model	C3.6 86 kW (115 hp) Electronic Turbo Intercooled
Dimensions - Stroke	4.72 in
Net Peak Power Rating @ 2,200 rpm - SAE J1349	107 HP
Dimensions - Bore	3.86 in
Net Peak Power Rating @ 2,200 rpm - ISO 9249	107 HP

Maximum	
Cab - ROPS/FOPS	320 lb
Ride Control	33 lb
Air Conditioning	99 lb
Note (2)	**Minimum weight configuration is the same as configuration above, however, excludes counterweight, hoe bucket, and operator.
Operating Weight - Maximum - ROPS Capacity	24251 lb
MP Bucket (0.96 m3/1.25 yd3) - Without Fold-Over Forks	1642 lb
Operating Weight - Estimated*	18051 lb
MP Bucket (0.96 m3/1.25 yd3) - With Fold-Over Forks	2017 lb
Note (1)	*Machine configuration: standard stick hoe, OROPS canopy, AWD powershift shift transmission, 0.96 m3 (1.25 yd3) GP (General Purpose) loader bucket, 610 mm (24 in) standard duty hoe bucket, front 340/80-12 tires, 460 kg (1,014 lb) counterweight, 80 kg (176 lb) operator, full fuel tank.
All-Wheel Drive	STD
Operating Weight (minimum)**	16590 lb
Loader QC	540 lb
Auto-Shift	STD

#### ıransmıssıon

Power Shift Transmission - Standard -

Counterweights, base - Maximum	1014 lb	
Extendible Stick (excludes ft. counterweight)	655 lb	
Counterweights, base - Stackable, one	529 lb	
Counterweights, base	256 lb	
Dig Depth - Standard		15.1 ft
Power-Shift Transmission Optional - Forward - 5th L1		18 mile/h
Power Shift Transmission Reverse - 3rd	- Standard -	17 mile/h
Power-Shift Transmission Optional - Reverse - 1st	with LTC -	3.7 mile/h
Power-Shift Transmission Optional - Forward - 6th	with LTC -	26 mile/h
Power-Shift Transmission Optional - Forward - 6th L1		25 mile/h
Power Shift Transmission Reverse - 1st	- Standard -	3.7 mile/h
Power Shift Transmission Forward - 4th	- Standard -	26 mile/h

7.7 mile/h

#### Reverse - 2nd

Power-Shift Transmission - Optional - Reverse - 3rd	17 mile/h
Power-Shift Transmission with LTC - Optional - Forward - 2nd	5.9 mile/h
Power Shift Transmission - Standard - Forward - 1st	3.7 mile/h
Power Shift Transmission - Standard - Forward - 3rd	12 mile/h
Power-Shift Transmission with LTC - Optional - Forward - 1st	3.7 mile/h
Power Shift Transmission - Standard - Forward - 2nd	5.9 mile/h
Power-Shift Transmission - Optional - Reverse - 2nd	7.7 mile/h
Power-Shift Transmission - Optional - Forward - 4th	12 mile/h
Power-Shift Transmission - Optional - Forward - 5th	17 mile/h
Power-Shift Transmission with LTC - Optional - Forward - 3rd	8 mile/h
Power-Shift Transmission with LTC - Optional - Forward - 5th	17 mile/h
Power-Shift Transmission with LTC - Optional - Reverse - 2nd	7.7 mile/h
Power-Shift Transmission - Optional - Reverse - 1st	3.7 mile/h

Power-Shift Transmission - Optional - Forward - 2nd	5.9 mile/h
Power-Shift Transmission - Optional - Forward -1st	3.7 mile/h
Power-Shift Transmission with LTC - Optional - Reverse - 3rd	17 mile/h
Power-Shift Transmission with LTC - Optional - Forward - 4th	12 mile/h
Power-Shift Transmission - Optional - Forward - 6th	26 mile/h
Power-Shift Transmission - Optional - Forward - 3rd	8 mile/h
Note (1)	*Travel speeds of backhoe loader at full throttle, when equipped with 500/70-24 rear tires.
Note (2)	**Limited by engine speed to 40 km/h (25 mph).
Front Axle, AWD - Static	51808 lb
Rear Axle - Dynamic	22046 lb
Front Axle, AWD - Dynamic	19841 lb
Rear Axle - Static	58422 lb
Pump Type	Variable-flow, Axial Piston
System Pressure - Backhoe	3626 psi
Pump Capacity at 2.200 rpm	49.4 gal/min

·	0	
Туре	Closed Center	
System Pressure - Loader	3626 psi	
Bore		2.6 in
Stroke		4.2 in
Turning Circle - (inner wheel not braked) - Outside Bucket	Widest Loader	35.25 ft
Axle Oscillation		11°
Power Steering		Hydrostatic
Turning Circle - (inner wheel not braked) - Outside	Front Wheels	26.92 ft
Rod Diameter		1.6 in
Туре		Front Wheel Steering
Cylinder		One Double-Acting
Diesel Exhaust Fluid (DEF)	5 gal (l	US)
Transmission - Power Shift - AWD	5 gal (l	US)
Front Axle (AWD)	2.9 gal	(US)
Front Axle (AWD) - Planetaries	0.2 gal	(US)
Transmission - Power Shuttle - AWD	4.8 gal	(US)

Engine Oil - With Filter	2.4 gal (US)
Rear Axle - Planetaries	0.4 gal (US)
Cooling System with Air Conditioning	4.8 gal (US)
Rear Axle	4.2 gal (US)
Fuel Tank	42.3 gal (US)
Hydraulic System	25.1 gal (US)
Hydraulic Tank	11.1 gal (US)

## 430 STANDARD EQUIPMENT STANDARD EQUIPMENT

Adjustable auxiliary controls, backhoe loader

Air cleaner

Alarm, back-up

Audible system fault alarm

Automatic Engine Speed Control (AESC)

Battery, maintenance-free, 850 CCA

Battery disconnect switch

Boom transport lock

Brace, lift cylinder

Brake, parking, Spring Applied Hydraulically Released (SAHR)

Brakes, hydraulically boosted, oil disc, dual pedals, interlocking

Bucket level indicator

Canopy, ROPS/FOPS

Cat cushion swing system

Coat restraint

Coolant/antifreeze, extended life

Dome light (cab only)

Diagnostic port for engine, machine and gauge cluster Electronic Control Modules

Differential lock, loader joystick

Drink holders, two

Engine, Cat C3.6 ACERT (Direct Injection Turbocharged), meets Tier 4 Final/Stage V emission standards,

Selective Catalytic Reduction, Diesel Oxidation Catalyst (DOC)

Engine enclosure, sound suppression, removable side panels

Face seals, O-ring

Fan, suction and guard

Fast reversing shuttle, all gears

Fenders, rear

Filters, spin-on: fuel, engine oil, transmission oil, water separator

Filters, bowl and cartridge: hydraulic fluid

Flashing hazards/signal lights

Floor mat

Fuel tank, fully enclosed

Four wheel drive

Four wheel drive shaft guard

Fully hinged front grill for cooling package cleaning access

Gauge cluster: coolant temperature, fuel level, torque converter temperature, DEF level

Ground level fuel fill and DEF fill

Halogen lights, working (2 front, 2 rear)

High ambient cooling package

Hood lock, inside cab

Hydraulic hose, XT™

Hydraulic oil cooler

Hydraulic oil level sight gauge

Hydraulic valves, loader 2 function

Hydraulic valves, backhoe 4 function

Hydraulics, load sensing with variable displacement piston pump

Indicator lights: wait to start, water in fuel, engine warning, warning lamp, emissions module malfunction,

low battery/charging system warning, high hydraulic oil temperature: LCD warnings: engine oil pressure, machine locked, service due, air filter blocked, high coolant temperature, auto idle shutdown, high torque converter temperature, hydraulic filter bypass

Instrument panel lights

Joystick controls: pilot operated, excavator-style with pattern changer

Key start/stop system

LCD operator display with soft key controls: engine speed, hour meter, gear/direction, battery voltage, hydraulic oil temperature, torque converter temperature, coolant temperature, trip totals (fuel and hours), lifetime totals (fuel and hours), operator settings (units, brightness, programmable hoe auxiliary flow), service mode diagnostics, maintenance intervals, ECM/system info

Loader, self-leveling, return-to-dig and transmission disconnect switch

Loader, single tilt

Mirror, interior, rearview

One-touch low idle

Open circuit breather

Pattern changer, in cab

Power receptacle, 5 volt USB, 1 internal

Power receptacle, 12 volt, 2 internal, 1 external

Power steering, hydrostatic

Product Link™, satellite, network manager

Product Link, cellular, network manager

Seat belt, retractable, 51 mm (2 in)

Socket, two roof

Stabilizer shoes, street

Steering knob

Seat, air suspension, vinyl cover, with armrest

Stabilizers, EH Control, Auto-UP

Starting system, glow plugs

Steering column, tilting, telescopic

Storage compartment, lockable

Storage tray

Stop and tail lights

Swing transport lock

Tires

Toolbox, external, lockable

Torque converter

Throttle, hand and foot, electronic

Transmission, 4 speed, powershift

Transmission neutralizer switch

Transport tie-downs

Vandalism locks, four

Warning horn, electric

Auxiliary hydraulics, loader, adjustable flow

Auxiliary hydraulics, rear, adjustable flow

Battery, additional, 850 CCA

Cab, deluxe

Cold weather fuel (-30° C/-22° F)

Cold weather package, including additional battery, engine block heater, radiator antifreeze, cold weather

fuel (-30° C/-22° F) and mounting for an ether bottle

Counterweights, 115 kg (255 lb), 240 kg (530 lb) or 460 kg (1,015 lb)

Fenders, front with integral steps

Guard, boom protection plate

Guard, stabilizer, rock

Hydraulic valves, loader with auxiliary thumb control (3rd valve for MP or Quick Coupler)

Hydraulic valves, backhoe (5th and 6th function)

Hydraulic lines, combined function auxiliary

LED lights, working (2 front, 2 rear)

Quick Coupler, hydraulic, dual lock

Quick Coupler, manual, dual lock

Quick Coupler, manual, pin lock

Radio and CD player, Bluetooth®

Ride Control

Rotating beacon, magnetic mount

Seat, air suspension, fabric with armrest

Seat, air suspension, fabric with armrest, heated

Seat belt, retractable, 75 mm (3 in)

Security system, Bluetooth

Security system, operator display

Side mirrors, cab, external

Single Tilt Loader Coupler, Integrated Tool Carrier (IT) Interface

Stabilizer pads, reversible

Stick, extendible

Transmission, AutoShift with lock-up torque converter, 6 speed

Vandalism protection, gauge cover

Work Tool Attachments such as buckets, forks, material handling arms, augers, hammers, brooms, cold planers and vibratory plate compactors. See your Cat dealer for more information.



## CITY OF OKEECHOBEE, PUBLIC WORKS Memo

To: Gary Ritter, City Administrator

From: David Allen, Public Works Director

Date: 10/20/2022

Re: Public Works Replacement Pickup Truck Purchase

The Public Works Department is requesting a Purchase order for \$40,778.00 for the purchase of 2023 Ford F-250, single cab, 2X4 Pickup from Bozard Government Sales. The purchase price for this vehicle is per the current Florida Sheriff's Association Bid. I requested a quote from the local Ford dealer but did not receive a response. Of the three manufacturers offering this type of truck on the Sheriff's Bid, Ford was the second lowest. Although Chevrolet had a lower price than Ford, when I contacted them I was informed that vehicles are not available.

This truck will replace either a 1997 or 2003 Ford F-150 which will be disposed of by auction. Both vehicles have issues and the final determination as to which vehicle to sell will be made when the new truck arrives.

Pricing for new vehicles has increased dramatically over the last two years. This purchase is over the \$32,000.00 budgeted for the new truck. A budget amendment for \$43,000.00 will be made during the midyear budget amendment. The additional funds are needed for the purchase of warning lights and other equipment for the truck. Public Works will purchase and install these items separately. We have found this to be more economical in the past.



10/10/2022

DAVID ALLEN
PUBLIC WORKS DIRECTOR
CITY OF OKEECHOBEE
863-763-3926

dallen@cityofokeechobee.com

Greeting,

Bozard Ford is pleased to submit the following quote based on FSA CONTRACT FSA 22-VEH30.0

	Color			
Exterior Color	YZ	WHITE		
Interior Color	AS	MEDIUM EARTH GRAY/VINYL		
		Description	P	rice
SPEC #106	F2A	2023 FORD F-250 REG CAB 4X2 8FT BED 142" W/BASE	\$ 40	,140.00
	996	6.2L V-8 ENG	INC	
	445	6-SPEED AUTO	INC	
	TD8	LT245/75RX17E BSW A/S	INC	
		REAR VIEW CAMERA	INC	
	85S	SPRAY IN BED LINER	\$	594.00
		AM/FM w/MP3 PLAYER (SYNC)	INC	
		DAYTIME RUNNING LIGHT	\$	44.00
	712	H/DUTY TRAILER TOW PKG	INC	
			\$ 40	0,778.00

All Vehiicles will be ordered WHITE unless agency choose a different color

**Approved** 

Please return quote along with purchase order

Sincerely,

Jeffrey Eason

Government Fleet Director

Joe Windrow

Fleet Sales Manager

(850) 776-5294

WINDROW11@GMAIL.COM



#### OKEECHOBEE CITY POLICE DEPARTMENT

10/13/2022

#### Administrator Ritter,

Attached are the grant documents for the approval to authorize payment to SHI for computers and to expend the funds to purchase the Tracs Interface needed to get into compliance with State Florida Incident Based Reporting System (FIBRS) authorized under the grant 2021-FBSFA-F2-043 which was approved on June 6, 2022 Okeechobee City Council Minutes..

We are requesting to have this placed on the November 1, 2022 agenda.

Chief Donald Hagan



#### OKEECHOBEE CITY POLICE DEPARTMENT

10/12/2022

Re: Approved Grant 2021-FBSFA-F2-043

Okeechobee Police Department received the 6 laptops that were authorized for purchase via FDLE Florida Incident-Based Reporting System (FIBRS) Grant 2021-FBSFA-F2-043. This grant was approved at the June 6, 2022 Okeechobee City Council Meeting in the amount of \$31,963.45. The Grant was for 6 laptops priced at \$3042.69 each and the Tracs Interface priced at \$16750.00 to meet State Guidelines for the FIBRS reporting system. By preceding forward with this purchase, we were able to save an additional \$210.36 in monies.

The laptops were purchased via SHI International Corp which is on the Department of Management Services for Florida approved Government contracts reference Contract No.: 43230000-NASPO-16-ACS-SVAR. The laptops were received at a reduced price of \$3007.63. The laptops were purchased from SHI as they have supplied our other equipment and makes all our hardware interchangeable.

The Tracs Interface is pending council approval for the \$16,750.00. We are requesting reimbursement via this grant which was approved in last budget year.

Chief Donald Hagan

#### **Bettye Taylor**

From:

CJIS Funding <CJISFunding@fdle.state.fl.us>

Sent:

Wednesday, March 30, 2022 2:28 PM

To:

Bettye Taylor

Cc:

CJIS Funding

Subject:

Fully Executed Award Contract FIBRS SFA21 - Okeechobee PD

**Attachments:** 

Fibrs Grant Contract - signed.pdf

Importance:

High

#### Good afternoon,

Thank you for returning your award contract. Attached is your agency's fully signed and executed award contract. With the completed contract, project spending can begin immediately.

Please note the <u>Performance Reports Section</u> on Page 2 of the award contract. Monthly Performance Reports will begin with the reporting period of March 1 – March 31. The report will be due no later than 15 days after the end of the reporting period, in this case, April 15. A monthly report will be required regardless if no spending occurred during the reporting period. All monthly reports should be sent to <u>CJISFunding@fdle.state.fl.us</u>.

Should you have any claims to process for the time period of July 1, 2021 – February 28, 2022, you may include these on the first performance report and claim sheet, but please adjust the timeframe as appropriate for the reporting period.

We recently discussed one of the items listed on the contract and the possibility of reallocating the funds. Please advise once you have the updated budget detail worksheet in order to begin the amendment process.

Please let me know if you have any questions.

Sincerely,



Rebecca Gardner
Senior Management Analyst Supervisor
Procurement & Contract Management
Business Services Bureau | FDLE

P: (850) 410-7237 | M: (850) 879-1490

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

#### **GRANT AWARDADJUSTMENT NUMBER 1**

Recipient: Okeechobee Police Department

Grant Period: From: 7/1/2021 To: 6/30/202<u>3</u>2

Project Title: FY 21/22 FIBRS IMPLEMENTATION ASSISTANCE PROGRAM: SUPPORT FOR

LOCAL LAW ENFORCEMENT AGENCIES

Grant Number: 2021-FBSFA-F2-043

Awarded Funds: \$36,675.00

CSFA Catalog Number: 71.043

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

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

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

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

#### Scope of Work

The Recipient must meet the requirements of quantifiable units of deliverables and scope of work as identified in the approved budget for the grant award to the Recipient referenced in this Agreement, in conjunction with the goals and requirements of the FY21/22 FIBRS Implementation Assistance funding. The Recipient will use grant funding to transition to the technological requirements of the FIBRS Project. Funds will be used to contract with a vendor to facilitate the importation and conversion of data from the existing system to the new system to allow FIBRS data to be accurately submitted. Funds will also be used to purchase equipment to upgrade to the necessary memory requirements to implement the FIBRS software addition. Once funds are available, the Recipient will obtain authorization to purchase, which will take approximately two months. Software implementation should occur within one week of purchase, whereupon the Recipient will test transactions with FDLE.

#### **Project Deliverables**

Funds provided under this award shall be used for the purposes and types of expenses set forth in the FIBRS Implementation Funding Opportunity (i.e. the program announcement), alongside state and local requirements, and pursuant to the approved application, budget, etc., submitted by the Recipient and FDLE, and any related amendments.

Total payments for all deliverables will not exceed the maximum grant award amount of \$36,675.00.

\_The Recipient may invoice the Department for reimbursement under the grant on a monthly basis. The maximum allowable reimbursable amount shall \$36,675.00. Reimbursements to the Recipient will be limited to actual, allowable expenses documented and submitted to the Department. All invoices, receiving documentation, purchase orders, 3<sup>rd</sup> party agreements, any scopes of work, etc. and copies of checks must be submitted to the Department by the Recipient with related reimbursement requests. The Recipient shall make supporting documentation available upon request, to comply with state grant documentation requirements and/or audits. Minimum performance for contracted providers and deliverables is to be documented in the contractual agreement between the Recipient and the provider and overseen by Department staff.

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

Deliverable 1 – Equipment	Recipient will use grant funds to purchase equipment and supplies as outlined in the agency's grant application and Appendix B – Budget Narrative "Equipment" funds to purchase equipment necessary to complete and support the incident-based reporting transition.
Minimum Performance Criteria:	Performance will be the procurement and receipt of goods/services purchased.
Financial Consequences:	This is a cost reimbursement deliverable. Failure to provide proper supporting documentation for equipment & supplies could result in project costs being disallowed, withholding of funds, and/or termination of the project.
Deliverable Price:	Total payments for this deliverable will be approximately \$36,675.0019,9 25.00
Deliverable 2 - Contractual	Recipient will use grant funds to contract with a vendor implement
Services	the software needed to transition to incident-based reporting.
Minimum Performance Criteria:	Completion of or progress with at least one activity described in the Scope of Work. Documentation includes an attestation of activities or services rendered on the expenditure report.
Financial Consequences:	This is a cost reimbursement deliverable. Failure to provide proper supporting documentation for services rendered could result in project costs being disallowed, withholding of funds, and/or termination of the project.
Deliverable Price:	Total payments for this deliverable will be approximately \$16,750.00

#### **Performance Reports**

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

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

Performance Reports must address and/or contain the following:

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

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

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

#### Payment Requirements & Financial Claim Reports

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

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

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

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

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

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

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

The final claim for payment shall be submitted to the Department no more than thirty (30) days after the end date of the grant. Any payment due under the terms of this agreement may be withheld until performance of services and all reports due from the Recipient and necessary adjustments have been approved by the Department. Before the final payment will be processed, the Recipient shall submit to the Department all outstanding project reports and must have satisfied all special conditions. Failure to comply with these provisions shall result in forfeiture of reimbursement.

#### Appendix A: Administration

Changes to the following points of contact and chief officials below must be submitted to the FDLE grant manager within the CJIS Director's Office in writing at <a href="mailto:CJISFunding@fdle.state.fl.us.">CJISFunding@fdle.state.fl.us.</a>

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

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

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

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

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

#### **Appendix B: Budget**

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

<b>Budget Category</b>	Total	
A. Overtime	\$0.00	
B. Travel	\$0.00	
C. Equipment (OCO)	\$ <u>19,925</u> 36,675.00	
D. Expenses (Supplies)	\$0.00	
E. Contractual Services & Subcontracts	\$16,750.00 <del>0.00</del>	
F. Other Costs	\$0.00	
TOTAL	\$36,675.00	

#### **Budget Narrative:**

#### A. Personnel (Overtime)

#### B. Travel

#### C. Equipment (Operating/Fixed Capital Outlay)

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

- CAD FIBRS Software Upgrade Module at \$19,925.00
- CAD/TRACS FIBRS Software Upgrade Module at \$16,750.00 Approximately 6 laptops for a total of \$19.925.00.

#### D. Expenses (Supplies)

#### E. Contractual Services & Subcontracts

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

#### F. Other Costs

#### **Appendix C: Standard Conditions**

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

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

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

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

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

#### I. PAYMENTS

#### Overpayments

Any funds paid in excess of the amount to which the Recipient is entitled under the terms and conditions of the agreement must be refunded to the Department. Any balance of unobligated cash that have been advanced or paid that is not authorized to be retained for direct program costs in a subsequent period must be refunded to the state.

#### II. PROJECT AND GRANT MANAGEMENT

#### **Personnel Changes**

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

#### **Obligation of Grant Funds**

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

#### **Financial Management**

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

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

Recipient must have written procedures for procurement transactions.

#### **Travel**

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

#### **Subcontracts**

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

individuals who meet or exceed any specified training qualifications.

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

#### **Grant Adjustments**

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

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

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

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

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

#### III. MANDATORY DISCLOSURES

#### Conflict of Interest

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

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

#### **Violations of Criminal Law**

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

#### **Convicted Vendors**

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

#### **Vendors on Scrutinized Companies Lists**

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

#### **Discriminatory Vendors**

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

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

### Reporting Potential Fraud, Waste, Abuse, and Similar Misconduct

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

### Restrictions and certifications regarding nondisclosure agreements and related matters

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

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

### IV. COMPLIANCE WITH STATUTES, RULES, AND REGULATIONS

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

that govern Recipient's performance under this agreement.

### **Civil Rights**

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

### **Lobbying Prohibited**

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

### **Public Records**

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

### **Timely Payment of Subcontractors**

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

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

### Legal Authorization

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

### Independent Contractor, Subcontracting and Assignments

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

### **Notice of Legal Actions**

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

### **Property**

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

completion of the improvements or as further required by law.

### **Background Check**

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

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

### V. RECORDS, AUDITS AND DATA SECURITY

### Records, Retention

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

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

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

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

### **Audits**

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

In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$750,000 in any fiscal year of such recipient (for fiscal years ending June 30, 2017, or thereafter), the recipient must have a state single or project-specific audit for such fiscal year in accordance with section 215.97, F.S.; applicable rules of the Department of Financial and Chapters 10.550 Services: governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor This form lists the state financial assistance awarded through the Department by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for federal program matching requirements.

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

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

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

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

Any reports, management letters, or other information required to be submitted to the Department pursuant to this agreement shall be submitted timely in accordance with 2 CFR §200.512, section 215.97, F.S., and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

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

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

The Department of Law Enforcement at:

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

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

The Auditor General's Office at:

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

### Monitoring

The Recipient agrees to comply with the Department's grant monitoring guidelines, protocols, and procedures; and to cooperate with the Department on all grant monitoring requests. In addition to reviews of audits conducted in accordance with 2 CFR 200, Subpart F - Audit Requirements, and section 215.97, Florida Statutes (F.S.), monitoring procedures may include, but not be limited to, on-site visits by Department staff, limited scope audits as defined by 2 CFR §200.425, or other procedures.

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

### **Property Management**

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

### Recipient's Confidential and Exempt Information

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

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

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

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

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

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

### Financial Penalties for Failure to Take Corrective Action

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

### **Termination**

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

The Department shall be the final authority as to the appropriation, availability and adequacy of funds. In the event the Recipient fails to fully comply with the terms and conditions of this agreement, the Department may terminate the agreement upon written notice. Such notice may be issued without providing an opportunity for cure if it specifies the nature of the noncompliance and states that provision for cure would adversely affect the interests of the State or is not permitted by law or regulation. Otherwise, notice of termination will be issued after the Recipient's failure to fully cure such noncompliance within the time specified in a written notice of noncompliance issued by the Department specifying the nature of the noncompliance and the actions required to cure such noncompliance. In addition, the Department may employ the default provisions in Rule 60A-1.006(3), F.A.C., but is not required to do so in order to terminate the agreement. The Department's failure to demand performance of any provision of this agreement shall not be deemed a waiver of such performance. The Department's waiver of any one breach of any provision of this agreement shall not be deemed to be a waiver of any other breach and neither event shall be construed to be a modification of the terms and conditions of this agreement. The provisions herein do not limit the Department's right to remedies at law or in equity. The validity of this agreement is subject to the truth and accuracy of all the information, representations, and materials submitted or provided by the Recipient in this agreement, in any subsequent submission or response to Department request, or in any submission or response to fulfill the requirements of this agreement, and such information, representations, and materials are incorporated by reference. The lack of accuracy thereof or any material changes shall, at the option of the Department and with thirty (30) days written notice to the Recipient, cause the termination of this agreement and the release of the Department from all its obligations to the Recipient. This agreement shall be construed under the laws of the State of Florida, and venue for any actions arising out of this agreement shall lie in Leon County. If any provision hereof is in conflict with any applicable statute or rule, or is otherwise unenforceable, then such provision shall be deemed null and void to the extent of such conflict, and shall be deemed severable, but shall not invalidate any other provision of this agreement.

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

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

### **Disputes and Appeals**

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

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

### Liability

Unless the Recipient is a state agency or subdivision, the Recipient shall be solely responsible to parties with whom it shall deal in carrying out the terms of this agreement, and shall save the Department harmless against all claims of whatever nature by third parties arising out of the performance of work under this agreement. For purposes of this agreement, Recipient agrees that it is not an employee or agent of the Department, but is an independent contractor.

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

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

### **Signatures**

State of Florida

IN WITNESS WHEREOF, the FDLE and Recipient have caused this Grant to be Adjusted by their respective undersigned official(s) authorized to do so, effective on the date of final execution. In-witness whereof, the parties affirm they each have read and agree to the conditions set forth in this agreement, have read and understand the agreement in its entirety and have executed this agreement by their duty authorized officers on the date, month and year set out below.

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

Department of Law Enforcement Criminal Justice Information Services
Signature:
Typed Name and Title:Jennifer Miller, Bureau Chief
Date:
Recipient Okeechobee Police Department
Signature:

Typed Name and Title:	 
Date:	



### CONTRACT AMENDMENT NO.: 8 - Renewal Contract No.: 43230000-NASPO-16-ACS-SVAR

Contract Name: Software Value Added Reseller (SVAR)

**This Contract Amendment** to the Software Value Added Reseller (SVAR) Contract No. 43230000-NASPO-16-ACS-SVAR is made by the State of Florida, Department of Management Services ("Department") and SHI International Corp. ("Contractor"), with its principal place of business located at 290 Davidson Avenue, Somerset, NJ 08873, collectively referred to herein as the "Parties."

**WHEREAS** the Parties entered into the Contract on December 6, 2016, for the provision of Software Value Added Reseller (SVAR) services;

**WHEREAS** the Parties agreed that the Contract may be amended by mutual agreement as provided in Section II. d. "Amendments" of the Contract;

**WHEREAS** the Parties agreed that the Contract may be renewed by written mutual agreement as provided in Part I., Section 2.2, "Renewal," of the new Additional Special Contract Conditions;

**WHEREAS**, through Amendment No. 1, the Parties renewed the Contract for a period of one (1) year, with a new Contract expiration date of April 7, 2019;

**WHEREAS**, through Amendment No. 2, the Parties renewed the Contract for a period of one (1) year, with a new Contract expiration date of April 7, 2020;

**WHEREAS**, through Amendment No. 3, the Parties renewed the Contract for a period of one (1) year, with a new Contract expiration date of April 7, 2021;

**WHEREAS**, through Amendment No. 4, the Contract expiration was amended to align the expiration date to that of the Master Agreement, with a new Contract expiration date of January 7, 2022;

**WHEREAS**, through Amendment No. 5, the Contract expiration term was amended to align the expiration date to that of the Master Agreement, with a new Contract expiration date of April 7, 2022:

**WHEREAS**, through Amendment No. 6, the Contract expiration term was amended to align the expiration date to that of the Master Agreement, with a new Contract expiration date of June 30, 2022.

**WHEREAS**, through Amendment No. 6, the Contract expiration term was amended to align the expiration date to that of the Master Agreement, with a new Contract expiration date of September 30, 2022.



### CONTRACT AMENDMENT NO.: 8 - Renewal

Contract No.: 43230000-NASPO-16-ACS-SVAR Contract Name: Software Value Added Reseller (SVAR)

WHEREAS the State of Arizona Master Agreement No. ADSPO16-130651 term was amended to reflect a new Master Agreement expiration date of December 31, 2022; and

**WHEREAS** the Secretary has reevaluated the Master Agreement and determined that use of the Master Agreement remains cost effective and the best value to the state.

**ACCORDINGLY**, and in consideration of the mutual promises contained in the Contract documents, the Parties agree as follows:

- **I. Contract Renewal.** The Contract is renewed for a period of three (3) months, pursuant to the same terms and conditions except as amended herein, with a new Contract expiration date of December 31, 2022.
- **II.** Conflict. To the extent any of the terms of this Amendment conflict with the terms of the Contract, the terms of this Amendment shall control.
- **III.** Effect. Unless otherwise modified by this Amendment, all terms and conditions contained in the Contract shall continue in full force and effect. This Amendment is effective when signed by both Parties.

**IN WITNESS WHEREOF**, the Parties have executed this Amendment by their duly authorized representatives.

State of Florida: Department of Management Services	Contractor: SHI International Corp.
By: Pedro Allende	By:Booocos400C2430
Name: Pedro Allende	Name: Christina Termyna
Title: Secretary of Management Services	Title: Sr. Lead Contracts Specialist
Date: : 9/27/2022   10:55 AM EDT	Date: 9/21/2022   5:38 PM EDT



Florida Department of Law Enforcement

Richard L. Swearingen Commissioner Criminal Justice Information Services Post Office Box 1489 Tallahassee, Florida 32302-1489 (850) 410-7100 www.fdle.state.ft.us Ron DeSantis, Governor Ashley Moody, Attorney General Jimmy Patronis, Chief Financial Officer Nikki Fried, Commissioner of Agriculture

February 15, 2022

Mr. Richard Peterson Chief Okeechobee Police Department 50 SE 2nd Avenue Okeechobee, Florida 34974

Re: 2021-FBSFA-F2-043

Dear Chief Peterson:

The Florida Department of Law Enforcement (FDLE) is pleased to award the Okeechobee Police Department a grant for State Financial Assistance in the amount of \$36,675.00 for the project entitled, Florida Incident-Based Reporting System (FIBRS) Implementation.

This award is approved for a single non-recurring grant. Funding is allocated for the state fiscal year 2021-2022, with the grant period beginning July 1, 2021 and ending June 30, 2022. The amount awarded will only fund the categories and items outlined in the Grant Award. A copy of the approved award with the grant number, standard conditions, the financial claim report template, and the performance report template will be forthcoming in the coming weeks.

Information from grant awards and performance reports are provided to the Legislature and Governor's Office, as well as to the Department of Financial Services (DFS) via the Florida Accountability Contract Tracking System (FACTS). The grant agreement, all corresponding information, and a copy of the grant document is provided to FACTS to meet requirements under Chapter 2013-54 and 2013-154 Laws of Florida. Please be aware, in the event your agency's submission contains confidential and/or exempt information prohibited from public dissemination under Florida's Public Records Law, Chapter 119, Florida Statutes, your organization bears the responsibility for applying proper redactions. Otherwise, any and all records submitted may be released without redactions.

Should your agency opt to decline the grant award, in whole or in part, notification should be made to the Criminal Justice Information Services (CJIS) Deputy Director on agency letterhead. The notification should be emailed to <a href="mailto:CJISFunding@fdle.state.fl.us">CJISFunding@fdle.state.fl.us</a> no later than March 9, 2022.

We look forward to working with you on this project. Please contact Rebecca Gardner at (850) 410-7100 if you have any questions or we can be of further assistance.

Sincerely,

Kristi Gordon Deputy Director

Sthow Johney

KG/rg

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

### **GRANT AWARD**

Recipient:

Okeechobee Police Department

**Grant Period:** 

From: 7/1/2021

To: 6/30/2022

Project Title:

FY 21/22 FIBRS IMPLEMENTATION ASSISTANCE PROGRAM: SUPPORT FOR

LOCAL LAW ENFORCEMENT AGENCIES

Grant Number:

2021-FBSFA-F2-043

Awarded Funds:

\$36,675.00

CSFA Catalog Number: 71.043

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

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

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

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

### Scope of Work

The Recipient must meet the requirements of quantifiable units of deliverables and scope of work as identified in the approved budget for the grant award to the Recipient referenced in this Agreement, in conjunction with the goals and requirements of the FY21/22 FIBRS Implementation Assistance funding.

### Project Deliverables

Funds provided under this award shall be used for the purposes and types of expenses set forth in the FIBRS Implementation Funding Opportunity (i.e. the program announcement), alongside state and local requirements, and pursuant to the approved application, budget, etc., submitted by the Recipient and FDLE, and any related amendments.

Total payments for all deliverables will not exceed the maximum grant award amount of \$36,675.00.

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The Recipient may invoice the Department for reimbursement under the grant on a monthly basis. The maximum allowable reimbursable amount shall \$36,675.00. Reimbursements to the Recipient will be limited to actual, allowable expenses documented and submitted to the Department. All invoices, receiving documentation, purchase orders, 3rd party agreements, any scopes of work, etc. and copies of checks must be submitted to the Department by the Recipient with related reimbursement requests. The Recipient shall make supporting documentation available upon request, to comply with state grant documentation requirements and/or audits. Minimum performance for contracted providers and deliverables is to be documented in the contractual agreement between the Recipient and the provider and overseen by Department staff.

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

Deliverable 1 - Equipment

Recipient will use grant funds to purchase equipment and supplies as outlined in the agency's grant application and Appendix B - Budget Narrative "Equipment".

Minimum Performance Criteria:

Performance will be the procurement and receipt of goods/services

purchased.

Financial Consequences:

This is a cost reimbursement deliverable. Failure to provide proper supporting documentation for equipment & supplies could result in project costs being disallowed, withholding of funds, and/or termination

of the project.

Deliverable Price:

Total payments for this deliverable will be approximately \$36,675.00

### Performance Reports

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

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

Performance Reports must address and/or contain the following:

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

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

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

### Payment Requirements & Financial Claim Reports

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

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

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

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

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

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

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

The final claim for payment shall be submitted to the Department no more than thirty (30) days after the end date of the grant. Any payment due under the terms of this agreement may be withheld until performance of services and all reports due from the Recipient and necessary adjustments have been approved by the Department. Before the final payment will be processed, the Recipient shall submit to the Department all outstanding project reports and must have satisfied all special conditions. Failure to comply with these provisions shall result in forfeiture of reimbursement.

### Appendix A: Administration

**Email** 

FEID#

gritter@cityofokeechobee.com

59-6000393

Changes to the following points of contact and chief officials below must be submitted to the FDLE grant manager within the CJIS Director's Office in writing at <a href="mailto:CJISFunding@fdle.state.fl.us.">CJISFunding@fdle.state.fl.us.</a>

Chief Official			<b>Programmatic Contact</b>
Name	Donald Hagan	Name	Bettye Taylor
Title	Chief of Police	Title	Detective Sergeant
Address	50 SE 2nd Avenue Okeechobee, FL 34974	Address	50 SE 2nd Avenue Okeechobee, FL 34974
Phone	863-763-9782	Phone	863-763-9783
Email	dhagan@cityofokeechobee.com	Email	btaylor@cityofokeechobee.com
	Contract/Grant Manager		Chief Financial Officer
Name	Justin Bernst	Name	India Riedel
Title	Lieutenant	Title	Finance Director
Address	50 SE 2nd Avenue Okeechobee, FL 34974	Address	55 SE 3rd Avenue Okeechobee, FL 34974
Phone	863-763-9780	Phone	863-763-9818
Email	jbernst@cityofokeechobee.com	Email	iriedel@cityofokeechobee.com
	Official Payee		
	<u> </u>		
Agency	City of Okeechobee		
Address	55 SE 3rd Avenue Okeechobee, FL 34974		
Phone	863-763-3372		

### Appendix B: Budget

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

Bu	dget Category	Total
A.	Overtime	\$0.00
B.	Travel	\$0.00
C.	Equipment (OCO)	\$36,675.00
D.	Expenses (Supplies)	\$0.00
E.	Contractual Services & Subcontracts	\$0.00
F.	Other Costs	\$0.00
TOTAL		\$36 675 00

### **Budget Narrative:**

- A. Personnel (Overtime)
- B. Travel
- C. Equipment (Operating/Fixed Capital Outlay)

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

- CAD FIBRS Software Upgrade Module at \$19,925.00
- CAD/TRACS FIBRS Software Upgrade Module at \$16,750.00
- D. Expenses (Supplies)
- E. Contractual Services & Subcontracts
- F. Other Costs

### Appendix C: Standard Conditions

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

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

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

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

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

### I. PAYMENTS

### Overpayments

Any funds paid in excess of the amount to which the Recipient is entitled under the terms and conditions of the agreement must be refunded to the Department. Any balance of unobligated cash that have been advanced or paid that is not authorized to be retained for direct program costs in a subsequent period must be refunded to the state.

### II. PROJECT AND GRANT MANAGEMENT

### **Personnel Changes**

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

### **Obligation of Grant Funds**

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

#### Financial Management

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

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

Recipient must have written procedures for procurement transactions.

### Travel

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

### Subcontracts

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

individuals who meet or exceed any specified training qualifications.

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

### **Grant Adjustments**

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

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

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

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

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

### III. MANDATORY DISCLOSURES

#### Conflict of Interest

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

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

### **Violations of Criminal Law**

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

### Convicted Vendors

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

### **Vendors on Scrutinized Companies Lists**

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

### **Discriminatory Vendors**

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

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

### Reporting Potential Fraud, Waste, Abuse, and Similar Misconduct

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

### Restrictions and certifications regarding nondisclosure agreements and related matters

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

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

### IV. COMPLIANCE WITH STATUTES, RULES, AND REGULATIONS

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

that govern Recipient's performance under this agreement.

#### Civil Rights

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

### **Lobbying Prohibited**

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

### **Public Records**

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

### **Timely Payment of Subcontractors**

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

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

### Legal Authorization

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

### Independent Contractor, Subcontracting and Assignments

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

### **Notice of Legal Actions**

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

### **Property**

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

completion of the improvements or as further required by law.

### **Background Check**

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

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

### V. RECORDS, AUDITS AND DATA SECURITY

### Records, Retention

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

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

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

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

#### **Audits**

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

In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$750,000 in any fiscal year of such recipient (for fiscal years ending June 30, 2017, or thereafter), the recipient must have a state single or project-specific audit for such fiscal year in accordance with section 215.97, F.S.; applicable rules of the Department of Financial Services; and Chapters 10.550 governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor This form lists the state financial assistance awarded through the Department by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for federal program matching requirements.

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

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

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

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

Any reports, management letters, or other information required to be submitted to the Department pursuant to this agreement shall be submitted timely in accordance with 2 CFR §200.512, section 215.97, F.S., and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

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

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

The Department of Law Enforcement at:

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

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

The Auditor General's Office at:

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

#### Monitorina

The Recipient agrees to comply with the Department's grant monitoring guidelines, protocols, and procedures; and to cooperate with the Department on all grant monitoring requests. In addition to reviews of audits conducted in accordance with 2 CFR 200, Subpart F - Audit Requirements, and section 215.97, Florida Statutes (F.S.), monitoring procedures may include, but not be limited to, on-site visits by Department staff, limited scope audits as defined by 2 CFR §200.425, or other procedures.

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

### **Property Management**

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

### Recipient's Confidential and Exempt Information

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

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

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

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

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

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

### Financial Penalties for Failure to Take Corrective Action

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

#### Termination

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

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

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

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

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

### Disputes and Appeals

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

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

### Liability

Unless the Recipient is a state agency or subdivision, the Recipient shall be solely responsible to parties with whom it shall deal in carrying out the terms of this agreement, and shall save the Department harmless against all claims of whatever nature by third parties arising out of the performance of work under this agreement. For purposes of this agreement, Recipient agrees that it is not an employee or agent of the Department, but is an independent contractor.

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

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

### **Signatures**

In witness whereof, the parties affirm they each have read and agree to the conditions set forth in this agreement, have read and understand the agreement in its entirety and have executed this agreement by their duty authorized officers on the date, month and year set out below.

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

State of Florida Department of Law Enforcement Criminal Justice Information Services
Signature: Kiste Sathers Salar
Typed Name and Title: _Kristi Gordon, Deputy Director
Date: _Mar 30, 2022
Recipient Okeechobee Police Department
Signature:
Typed Name and Title: DHAGAN CHIEF
Date:
Page 13 of 13

### **Fibrs Grant Contract**

Final Audit Report 2022-03-30

Created: 2022-03-29

By: Rebecca Gardner (RebeccaGardner@fdle.state.fl.us)

Status: Signed

Transaction ID: CBJCHBCAABAAtlyNTra35KmqZqn5tWOl09bwYukO5F5v

### "Fibrs Grant Contract" History

- Document created by Rebecca Gardner (RebeccaGardner@fdle.state.fl.us) 2022-03-29 4:36:45 PM GMT- IP address: 164.51.230.20
- Document emailed to Kristi Gordon (kristigordon@fdle.state.fl.us) for signature 2022-03-29 4:37:56 PM GMT
- Email viewed by Kristi Gordon (kristigordon@fdle.state.fl.us) 2022-03-30 5:54:31 PM GMT- IP address: 164.51.230.18
- Agreement completed. 2022-03-30 - 6:05:23 PM GMT

## STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

Standard Grant Agreement\_\_\_\_

This Agreement is entered into be	tween the Parties name	ed below, pursuant to Section	on 215.971, Florida Stat	utes:
1. Project Title (Project):				nber:
Taylor Creek SE 8th Ave Stormwater Conveyance Improvements Phase II			LPA0350	
		f Environmental Protecti	on,	
	mmonwealth Bouleva see, Florida 32399-30			(Department)
Grantee Name: City of Ol	•	00	Entity Type:	ocal Government
Grantee Address: 55 SE 3rd	d Avenue; Okeech	obee, FL 34974	FEID:	<b>59-6000393</b> (Grantee)
3. Agreement Begin Date:			Date of Exp <b>8/31/2024</b>	iration:
Upon Execution				
4. Project Number: (If different from Agreement Number		Project Locati	Lat/Long (27.2	•
Project Description: The Gran	ntee will increase draina	ge along a residential roadw	ay by constructing new p	oiping, inlets, curbing, and
roadway	repairs that conveys sto	rmwater into the baffle box	treatment system.	
5. Total Amount of Funding:	Funding Source?	Award #s or Line Item A	ppropriations:	Amount per Source(s):
\$240,000.00	☑ State □ Federal	LP, GAA LI 1665	A, FY 22-23, GR	\$240,000.00
·	☐ State ☐ Federal			
	☐ Grantee Match		en e	
		Total Amount of Funding		\$240,000.00
6. Department's Grant Manager		Grantee's Grant	~	
Name: Chandler Keenan			David Allen	
or successor or successor  Address: 3900 Commonwealth Blvd., MS 3570 Address: 55 SE 3rd Avenue			or successor	
Tallahassee, FL 32399-3000			Okeechobee, FL 349	74
Phone: <b>850-245-2958</b> Phone:		863-763-9790		
Email: chandler.b.keenan@floridadep.gov Email: Dallen@cityofkeechobee.com				
7. The Parties agree to comply with the terms and conditions of the following attachments and exhibits which are hereby incorporated by reference:				
☑ Attachment 1: Standard Terms	and Conditions Applie	cable to All Grants Agreem	ents	
☑ Attachment 2: Special Terms a	and Conditions			
✓ Attachment 3: Grant Work Pla	ın			
✓ Attachment 4: Public Records	Requirements			
☑ Attachment 5: Special Audit Requirements				
☐ Attachment 6: Program-Specific Requirements				
Attachment 7: Grant Award Terms (Federal) *Copy available at https://facts.fldfs.com, in accordance with §215.985, F.S.				
Attachment 8: Federal Regulations and Terms (Federal)				
☐ Additional Attachments (if nec	cessary):			
☑ Exhibit A: Progress Report Form				
☐ Exhibit B: Property Reporting Form				
☑ Exhibit C: Payment Request Summary Form				
☐ Exhibit D: Quality Assurance Requirements for Grants				
☐ Exhibit E: Advance Payment Terms and Interest Earned Memo				
☐ Additional Exhibits (if necessary):				

8. The following information applies to Federal	Grants only and is identified in accordance with 2 CFR 200.331(a)(1):
Federal Award Identification Number(s) (FAIN):	
Federal Award Date to Department:	
Total Federal Funds Obligated by this Agreement:	
Federal Awarding Agency:	
Award R&D?	☐ Yes ☐N/A
	•
IN WITNESS WHEREOF, this Agreement shall	be effective on the date indicated by the Agreement Begin Date above or the
last date signed below, whichever is later.	, ,
City of Okeechobee	GRANTEE
Grantee Name	/ /
1 - 1 - 1.4	October 10, 2022
By No May	
(Authorized Signature)	Date Signed
Dowling R Watford, Jr., Mayor, City of Okeecho	bbee
Print Name and Title of Person Signing	
Thin Name and The off cross signing	
State of Florida Department of Environmental P	Protection DEPARTMENT
- D: 3: II -	igned by Angela Knecht
	2.10.14 11:34:34 -04'00'
Secretary or Designee	Date Signed
,	<b></b>
Angela Knecht, Director, Division of Water Resto	oration Assistance
Print Name and Title of Person Signing	

☑ Additional signatures attached on separate page.

### **DWRA** Additional Signatures

Chandler Keenan Digitally signed by Chandler Keenan Date: 2022.10.14 10:54:24 -04'00'

Chandler Keenan, DEP Grant Manager

Amanda Peck Digitally signed by Amanda Peck Date: 2022.10.14 11:23:50 -04'00'

Amanda Peck, DEP QC Reviewer

# STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION STANDARD TERMS AND CONDITIONS APPLICABLE TO GRANT AGREEMENTS

### ATTACHMENT 1

### 1. Entire Agreement.

This Grant Agreement, including any Attachments and Exhibits referred to herein and/or attached hereto (Agreement), constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, whether written or oral, with respect to such subject matter. Any terms and conditions included on Grantee's forms or invoices shall be null and void.

### 2. Grant Administration.

- a. Order of Precedence. If there are conflicting provisions among the documents that make up the Agreement, the order of precedence for interpretation of the Agreement is as follows:
  - i. Standard Grant Agreement
  - ii. Attachments other than Attachment 1, in numerical order as designated in the Standard Grant Agreement
  - iii. Attachment 1, Standard Terms and Conditions
  - iv. The Exhibits in the order designated in the Standard Grant Agreement
- b. All approvals, written or verbal, and other written communication among the parties, including all notices, shall be obtained by or sent to the parties' Grant Managers. All written communication shall be by electronic mail, U.S. Mail, a courier delivery service, or delivered in person. Notices shall be considered delivered when reflected by an electronic mail read receipt, a courier service delivery receipt, other mail service delivery receipt, or when receipt is acknowledged by recipient. If the notice is delivered in multiple ways, the notice will be considered delivered at the earliest delivery time.
- c. If a different Grant Manager is designated by either party after execution of this Agreement, notice of the name and contact information of the new Grant Manager will be submitted in writing to the other party and maintained in the respective parties' records. A change of Grant Manager does not require a formal amendment or change order to the Agreement.
- d. This Agreement may be amended, through a formal amendment or a change order, only by a written agreement between both parties. A formal amendment to this Agreement is required for changes which cause any of the following:
  - (1) an increase or decrease in the Agreement funding amount;
  - (2) a change in Grantee's match requirements;
  - (3) a change in the expiration date of the Agreement; and/or
  - (4) changes to the cumulative amount of funding transfers between approved budget categories, as defined in Attachment 3, Grant Work Plan, that exceeds or is expected to exceed twenty percent (20%) of the total budget as last approved by Department.
  - A change order to this Agreement may be used when:
  - (1) task timelines within the current authorized Agreement period change;
  - (2) the cumulative transfer of funds between approved budget categories, as defined in Attachment 3, Grant Work Plan, are less than twenty percent (20%) of the total budget as last approved by Department;
  - (3) changing the current funding source as stated in the Standard Grant Agreement; and/or
  - (4) fund transfers between budget categories for the purposes of meeting match requirements.
  - This Agreement may be amended to provide for additional services if additional funding is made available by the Legislature.
- e. All days in this Agreement are calendar days unless otherwise specified.

### 3. Agreement Duration.

The term of the Agreement shall begin and end on the dates indicated in the Standard Grant Agreement, unless extended or terminated earlier in accordance with the applicable terms and conditions. The Grantee shall be eligible for reimbursement for work performed on or after the date of execution through the expiration date of this Agreement, unless otherwise specified in Attachment 2, Special Terms and Conditions. However, work performed prior to the execution of this Agreement may be reimbursable or used for match purposes if permitted by the Special Terms and Conditions.

### 4. Deliverables.

The Grantee agrees to render the services or other units of deliverables as set forth in Attachment 3, Grant Work Plan. The services or other units of deliverables shall be delivered in accordance with the schedule and at the pricing outlined in the Grant Work Plan. Deliverables may be comprised of activities that must be completed prior to Department making payment on that deliverable. The Grantee agrees to perform in accordance with the terms and conditions set forth in this Agreement and all attachments and exhibits incorporated by the Standard Grant Agreement.

### 5. Performance Measures.

The Grantee warrants that: (1) the services will be performed by qualified personnel; (2) the services will be of the kind and quality described in the Grant Work Plan; (3) the services will be performed in a professional and workmanlike manner in accordance with industry standards and practices; (4) the services shall not and do not knowingly infringe upon the intellectual property rights, or any other proprietary rights, of any third party; and (5) its employees, subcontractors, and/or subgrantees shall comply with any security and safety requirements and processes, if provided by Department, for work done at the Project Location(s). The Department reserves the right to investigate or inspect at any time to determine whether the services or qualifications offered by Grantee meet the Agreement requirements. Notwithstanding any provisions herein to the contrary, written acceptance of a particular deliverable does not foreclose Department's remedies in the event deficiencies in the deliverable cannot be readily measured at the time of delivery.

### 6. Acceptance of Deliverables.

- a. Acceptance Process. All deliverables must be received and accepted in writing by Department's Grant Manager before payment. The Grantee shall work diligently to correct all deficiencies in the deliverable that remain outstanding, within a reasonable time at Grantee's expense. If Department's Grant Manager does not accept the deliverables within 30 days of receipt, they will be deemed rejected.
- b. Rejection of Deliverables. The Department reserves the right to reject deliverables, as outlined in the Grant Work Plan, as incomplete, inadequate, or unacceptable due, in whole or in part, to Grantee's lack of satisfactory performance under the terms of this Agreement. The Grantee's efforts to correct the rejected deliverables will be at Grantee's sole expense. Failure to fulfill the applicable technical requirements or complete all tasks or activities in accordance with the Grant Work Plan will result in rejection of the deliverable and the associated invoice. Payment for the rejected deliverable will not be issued unless the rejected deliverable is made acceptable to Department in accordance with the Agreement requirements. The Department, at its option, may allow additional time within which Grantee may remedy the objections noted by Department. The Grantee's failure to make adequate or acceptable deliverables after a reasonable opportunity to do so shall constitute an event of default.

### 7. Financial Consequences for Nonperformance.

- a. Withholding Payment. In addition to the specific consequences explained in the Grant Work Plan and/or Special Terms and Conditions, the State of Florida (State) reserves the right to withhold payment when the Grantee has failed to perform/comply with provisions of this Agreement. None of the financial consequences for nonperformance in this Agreement as more fully described in the Grant Work Plan shall be considered penalties.
- b. <u>Corrective Action Plan.</u> If Grantee fails to correct all the deficiencies in a rejected deliverable within the specified timeframe, Department may, in its sole discretion, request that a proposed Corrective Action Plan (CAP) be submitted by Grantee to Department. The Department requests that Grantee specify the outstanding deficiencies in the CAP. All CAPs must be able to be implemented and performed in no more than sixty (60) calendar days.
  - i. The Grantee shall submit a CAP within ten (10) days of the date of the written request from Department. The CAP shall be sent to the Department's Grant Manager for review and approval. Within ten (10) days of receipt of a CAP, Department shall notify Grantee in writing whether the CAP proposed has been accepted. If the CAP is not accepted, Grantee shall have ten (10) days from receipt of Department letter rejecting the proposal to submit a revised proposed CAP. Failure to obtain Department approval of a CAP as specified above may result in Department's termination of this Agreement for cause as authorized in this Agreement.
  - ii. Upon Department's notice of acceptance of a proposed CAP, Grantee shall have ten (10) days to commence implementation of the accepted plan. Acceptance of the proposed CAP by Department does not relieve Grantee of any of its obligations under the Agreement. In the event the CAP fails to correct or eliminate performance deficiencies by Grantee, Department shall retain the right to require additional or further remedial steps, or to terminate this Agreement for failure to perform. No actions approved by Department or steps taken by Grantee shall preclude Department from subsequently asserting any deficiencies in performance. The Grantee shall continue to implement

- the CAP until all deficiencies are corrected. Reports on the progress of the CAP will be made to Department as requested by Department's Grant Manager.
- iii. Failure to respond to a Department request for a CAP or failure to correct a deficiency in the performance of the Agreement as specified by Department may result in termination of the Agreement.

### 8. Payment.

- a. <u>Payment Process.</u> Subject to the terms and conditions established by the Agreement, the pricing per deliverable established by the Grant Work Plan, and the billing procedures established by Department, Department agrees to pay Grantee for services rendered in accordance with Section 215.422, Florida Statutes (F.S.).
- b. <u>Taxes.</u> The Department is exempted from payment of State sales, use taxes and Federal excise taxes. The Grantee, however, shall not be exempted from paying any taxes that it is subject to, including State sales and use taxes, or for payment by Grantee to suppliers for taxes on materials used to fulfill its contractual obligations with Department. The Grantee shall not use Department's exemption number in securing such materials. The Grantee shall be responsible and liable for the payment of all its FICA/Social Security and other taxes resulting from this Agreement.
- c. <u>Maximum Amount of Agreement.</u> The maximum amount of compensation under this Agreement, without an amendment, is described in the Standard Grant Agreement. Any additional funds necessary for the completion of this Project are the responsibility of Grantee.
- d. Reimbursement for Costs. The Grantee shall be paid on a cost reimbursement basis for all eligible Project costs upon the completion, submittal, and approval of each deliverable identified in the Grant Work Plan. Reimbursement shall be requested on Exhibit C, Payment Request Summary Form. To be eligible for reimbursement, costs must be in compliance with laws, rules, and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures, which can be accessed at the following web address: <a href="https://www.mvfloridacfo.com/division/aa/state-agencies">https://www.mvfloridacfo.com/division/aa/state-agencies</a>.
- e. <u>Invoice Detail.</u> All charges for services rendered or for reimbursement of expenses authorized by Department pursuant to the Grant Work Plan shall be submitted to Department in sufficient detail for a proper pre-audit and post-audit to be performed. The Grantee shall only invoice Department for deliverables that are completed in accordance with the Grant Work Plan.
- f. <u>Interim Payments.</u> Interim payments may be made by Department, at its discretion, if the completion of deliverables to date have first been accepted in writing by Department's Grant Manager.
- g. <u>Final Payment Request.</u> A final payment request should be submitted to Department no later than sixty (60) days following the expiration date of the Agreement to ensure the availability of funds for payment. However, all work performed pursuant to the Grant Work Plan must be performed on or before the expiration date of the Agreement.
- h. Annual Appropriation Contingency. The State's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. This Agreement is not a commitment of future appropriations. Authorization for continuation and completion of work and any associated payments may be rescinded, with proper notice, at the discretion of Department if the Legislature reduces or eliminates appropriations.
- i. <u>Interest Rates.</u> All interest rates charged under the Agreement shall be calculated on the prevailing rate used by the State Board of Administration. To obtain the applicable interest rate, please refer to: <a href="https://www.mvfloridacfo.com/division/aa/state-agencies.">https://www.mvfloridacfo.com/division/aa/state-agencies.</a>
- j. <u>Refund of Payments to the Department.</u> Any balance of unobligated funds that have been advanced or paid must be refunded to Department. Any funds paid in excess of the amount to which Grantee or subgrantee is entitled under the terms of the Agreement must be refunded to Department. <u>If this Agreement is funded with federal funds and the Department is required to refund the federal government, the Grantee shall refund the Department its share of those funds.</u>

### 9. Documentation Required for Cost Reimbursement Grant Agreements and Match.

If Cost Reimbursement or Match is authorized in Attachment 2, Special Terms and Conditions, the following conditions apply. Supporting documentation must be provided to substantiate cost reimbursement or match requirements for the following budget categories:

- a. <u>Salary/Wages.</u> Grantee shall list personnel involved, position classification, direct salary rates, and hours spent on the Project in accordance with Attachment 3, Grant Work Plan in their documentation for reimbursement or match requirements.
- b. Overhead/Indirect/General and Administrative Costs. If Grantee is being reimbursed for or claiming match for multipliers, all multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates)

- shall be supported by audit. If Department determines that multipliers charged by Grantee exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate.
- c. Contractual Costs (Subcontractors). Match or reimbursement requests for payments to subcontractors must be substantiated by copies of invoices with backup documentation identical to that required from Grantee. Subcontracts which involve payments for direct salaries shall clearly identify the personnel involved, salary rate per hour, and hours spent on the Project. All eligible multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by any subcontractor exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate. Nonconsumable and/or nonexpendable personal property or equipment costing \$5,000 or more purchased for the Project under a subcontract is subject to the requirements set forth in Chapters 273 and/or 274, F.S., and Chapter 69I-72, Florida Administrative Code (F.A.C.) and/or Chapter 69I-73, F.A.C., as applicable. The Grantee shall be responsible for maintaining appropriate property records for any subcontracts that include the purchase of equipment as part of the delivery of services. The Grantee shall comply with this requirement and ensure its subcontracts issued under this Agreement, if any, impose this requirement, in writing, on its subcontractors.
  - For fixed-price (vendor) subcontracts, the following provisions shall apply: The Grantee may award, on a competitive basis, fixed-price subcontracts to consultants/contractors in performing the work described in Attachment 3, Grant Work Plan. Invoices submitted to Department for fixed-price subcontracted activities shall be supported with a copy of the subcontractor's invoice and a copy of the tabulation form for the competitive procurement process (e.g., Invitation to Bid, Request for Proposals, or other similar competitive procurement document) resulting in the fixed-price subcontract. The Grantee may request approval from Department to award a fixed-price subcontract resulting from procurement methods other than those identified above. In this instance, Grantee shall request the advance written approval from Department's Grant Manager of the fixed price negotiated by Grantee. The letter of request shall be supported by a detailed budget and Scope of Services to be performed by the subcontractor. Upon receipt of Department Grant Manager's approval of the fixed-price amount, Grantee may proceed in finalizing the fixed-price subcontract.
  - ii. If the procurement is subject to the Consultant's Competitive Negotiation Act under section 287.055, F.S. or the Brooks Act, Grantee must provide documentation clearly evidencing it has complied with the statutory or federal requirements.
- d. <u>Travel.</u> All requests for match or reimbursement of travel expenses shall be in accordance with Section 112.061, F.S.
- e. <u>Direct Purchase Equipment</u>. For the purposes of this Agreement, Equipment is defined as capital outlay costing \$5,000 or more. Match or reimbursement for Grantee's direct purchase of equipment is subject to specific approval of Department, and does not include any equipment purchased under the delivery of services to be completed by a subcontractor. Include copies of invoices or receipts to document purchases, and a properly completed Exhibit B, Property Reporting Form.
- f. <u>Rental/Lease of Equipment.</u> Match or reimbursement requests for rental/lease of equipment must include copies of invoices or receipts to document charges.
- g. <u>Miscellaneous/Other Expenses.</u> If miscellaneous or other expenses, such as materials, supplies, non-excluded phone expenses, reproduction, or mailing, are reimbursable or available for match or reimbursement under the terms of this Agreement, the documentation supporting these expenses must be itemized and include copies of receipts or invoices. Additionally, independent of Grantee's contract obligations to its subcontractor, Department shall not reimburse any of the following types of charges: cell phone usage; attorney's fees or court costs; civil or administrative penalties; or handling fees, such as set percent overages associated with purchasing supplies or equipment.
- h. Land Acquisition. Reimbursement for the costs associated with acquiring interest and/or rights to real property (including access rights through ingress/egress easements, leases, license agreements, or other site access agreements; and/or obtaining record title ownership of real property through purchase) must be supported by the following, as applicable: Copies of Property Appraisals, Environmental Site Assessments, Surveys and Legal Descriptions, Boundary Maps, Acreage Certification, Title Search Reports, Title Insurance, Closing Statements/Documents, Deeds, Leases, Easements, License Agreements, or other legal instrument documenting acquired property interest and/or rights. If land acquisition costs are used to meet match requirements, Grantee agrees that those funds shall not be used as match for any other Agreement supported by State or Federal funds.
- 10. Status Reports.

The Grantee shall submit status reports quarterly, unless otherwise specified in the Attachments, on Exhibit A, Progress Report Form, to Department's Grant Manager describing the work performed during the reporting period, problems encountered, problem resolutions, scheduled updates, and proposed work for the next reporting period. Quarterly status reports are due no later than twenty (20) days following the completion of the quarterly reporting period. For the purposes of this reporting requirement, the quarterly reporting periods end on March 31, June 30, September 30 and December 31. The Department will review the required reports submitted by Grantee within thirty (30) days.

### 11. Retainage.

The following provisions apply if Department withholds retainage under this Agreement:

- a. The Department reserves the right to establish the amount and application of retainage on the work performed under this Agreement up to the maximum percentage described in Attachment 2, Special Terms and Conditions. Retainage may be withheld from each payment to Grantee pending satisfactory completion of work and approval of all deliverables.
- b. If Grantee fails to perform the requested work, or fails to perform the work in a satisfactory manner, Grantee shall forfeit its right to payment of the retainage associated with the work. Failure to perform includes, but is not limited to, failure to submit the required deliverables or failure to provide adequate documentation that the work was actually performed. The Department shall provide written notification to Grantee of the failure to perform that shall result in retainage forfeiture. If the Grantee does not correct the failure to perform within the timeframe stated in Department's notice, the retainage will be forfeited to Department.
- c. No retainage shall be released or paid for incomplete work while this Agreement is suspended.
- d. Except as otherwise provided above, Grantee shall be paid the retainage associated with the work, provided Grantee has completed the work and submits an invoice for retainage held in accordance with the invoicing procedures under this Agreement.

#### 12. Insurance.

- a. <u>Insurance Requirements for Sub-Grantees and/or Subcontractors.</u> The Grantee shall require its sub-grantees and/or subcontractors, if any, to maintain insurance coverage of such types and with such terms and limits as described in this Agreement. The Grantee shall require all its sub-grantees and/or subcontractors, if any, to make compliance with the insurance requirements of this Agreement a condition of all contracts that are related to this Agreement. Sub-grantees and/or subcontractors must provide proof of insurance upon request.
- b. <u>Deductibles.</u> The Department shall be exempt from, and in no way liable for, any sums of money representing a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Grantee providing such insurance.
- c. <u>Proof of Insurance</u>. Upon execution of this Agreement, Grantee shall provide Department documentation demonstrating the existence and amount for each type of applicable insurance coverage *prior to* performance of any work under this Agreement. Upon receipt of written request from Department, Grantee shall furnish Department with proof of applicable insurance coverage by standard form certificates of insurance, a self-insured authorization, or other certification of self-insurance.
- d. <u>Duty to Maintain Coverage</u>. In the event that any applicable coverage is cancelled by the insurer for any reason, or if Grantee cannot get adequate coverage, Grantee shall immediately notify Department of such cancellation and shall obtain adequate replacement coverage conforming to the requirements herein and provide proof of such replacement coverage within ten (10) days after the cancellation of coverage.
- e. <u>Insurance Trust.</u> If the Grantee's insurance is provided through an insurance trust, the Grantee shall instead add the Department of Environmental Protection, its employees, and officers as an additional covered party everywhere the Agreement requires them to be added as an additional insured.

#### 13. Termination.

- a. <u>Termination for Convenience</u>. When it is in the State's best interest, Department may, at its sole discretion, terminate the Agreement in whole or in part by giving 30 days' written notice to Grantee. The Department shall notify Grantee of the termination for convenience with instructions as to the effective date of termination or the specific stage of work at which the Agreement is to be terminated. The Grantee must submit all invoices for work to be paid under this Agreement within thirty (30) days of the effective date of termination. The Department shall not pay any invoices received after thirty (30) days of the effective date of termination.
- b. <u>Termination for Cause.</u> The Department may terminate this Agreement if any of the events of default described in the Events of Default provisions below occur or in the event that Grantee fails to fulfill any of its other obligations under this Agreement. If, after termination, it is determined that Grantee was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had

- been issued for the convenience of Department. The rights and remedies of Department in this clause are in addition to any other rights and remedies provided by law or under this Agreement.
- c. Grantee Obligations upon Notice of Termination. After receipt of a notice of termination or partial termination unless as otherwise directed by Department, Grantee shall not furnish any service or deliverable on the date, and to the extent specified, in the notice. However, Grantee shall continue work on any portion of the Agreement not terminated. If the Agreement is terminated before performance is completed, Grantee shall be paid only for that work satisfactorily performed for which costs can be substantiated. The Grantee shall not be entitled to recover any cancellation charges or lost profits.
- d. <u>Continuation of Prepaid Services</u>. If Department has paid for any services prior to the expiration, cancellation, or termination of the Agreement, Grantee shall continue to provide Department with those services for which it has already been paid or, at Department's discretion, Grantee shall provide a refund for services that have been paid for but not rendered.
- e. <u>Transition of Services Upon Termination. Expiration, or Cancellation of the Agreement.</u> If services provided under the Agreement are being transitioned to another provider(s), Grantee shall assist in the smooth transition of Agreement services to the subsequent provider(s). This requirement is at a minimum an affirmative obligation to cooperate with the new provider(s), however additional requirements may be outlined in the Grant Work Plan. The Grantee shall not perform any services after Agreement expiration or termination, except as necessary to complete the transition or continued portion of the Agreement, if any.

### 14. Notice of Default.

If Grantee defaults in the performance of any covenant or obligation contained in the Agreement, including, any of the events of default, Department shall provide notice to Grantee and an opportunity to cure that is reasonable under the circumstances. This notice shall state the nature of the failure to perform and provide a time certain for correcting the failure. The notice will also provide that, should the Grantee fail to perform within the time provided, Grantee will be found in default, and Department may terminate the Agreement effective as of the date of receipt of the default notice.

### 15. Events of Default.

Provided such failure is not the fault of Department or outside the reasonable control of Grantee, the following non-exclusive list of events, acts, or omissions, shall constitute events of default:

- a. The commitment of any material breach of this Agreement by Grantee, including failure to timely deliver a material deliverable, failure to perform the minimal level of services required for a deliverable, discontinuance of the performance of the work, failure to resume work that has been discontinued within a reasonable time after notice to do so, or abandonment of the Agreement;
- b. The commitment of any material misrepresentation or omission in any materials, or discovery by the Department of such, made by the Grantee in this Agreement or in its application for funding:
- c. Failure to submit any of the reports required by this Agreement or having submitted any report with incorrect, incomplete, or insufficient information;
- d. Failure to honor any term of the Agreement;
- e. Failure to abide by any statutory, regulatory, or licensing requirement, including an entry of an order revoking the certificate of authority granted to the Grantee by a state or other licensing authority;
- f. Failure to pay any and all entities, individuals, and furnishing labor or materials, or failure to make payment to any other entities as required by this Agreement;
- g. Employment of an unauthorized alien in the performance of the work, in violation of Section 274 (A) of the Immigration and Nationality Act;
- h. Failure to maintain the insurance required by this Agreement;
- i. One or more of the following circumstances, uncorrected for more than thirty (30) days unless, within the specified 30-day period, Grantee (including its receiver or trustee in bankruptcy) provides to Department adequate assurances, reasonably acceptable to Department, of its continuing ability and willingness to fulfill its obligations under the Agreement:
  - i. Entry of an order for relief under Title 11 of the United States Code;
  - ii. The making by Grantee of a general assignment for the benefit of creditors;
  - iii. The appointment of a general receiver or trustee in bankruptcy of Grantee's business or property;
  - iv. An action by Grantee under any state insolvency or similar law for the purpose of its bankruptcy, reorganization, or liquidation.

### 16. Suspension of Work.

The Department may, in its sole discretion, suspend any or all activities under the Agreement, at any time, when it is in the best interest of the State to do so. The Department shall provide Grantee written notice outlining the particulars of suspension. Examples of reasons for suspension include, but are not limited to, budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, Grantee shall comply with the notice. Within 90 days, or any longer period agreed to by the parties, Department shall either: (1) issue a notice authorizing resumption of work, at which time activity shall resume; or (2) terminate the Agreement. If the Agreement is terminated after 30 days of suspension, the notice of suspension shall be deemed to satisfy the thirty (30) days' notice required for a notice of termination for convenience. Suspension of work shall not entitle Grantee to any additional compensation.

### 17. Force Majeure.

The Grantee shall not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of Grantee or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond Grantee's control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to Grantee. In case of any delay Grantee believes is excusable, Grantee shall notify Department in writing of the delay or potential delay and describe the cause of the delay either (1) within ten days after the cause that creates or will create the delay first arose, if Grantee could reasonably foresee that a delay could occur as a result; or (2) if delay is not reasonably foreseeable, within five days after the date Grantee first had reason to believe that a delay could result. THE FOREGOING SHALL CONSTITUTE THE GRANTEE'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY. Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages, other than for an extension of time, shall be asserted against Department. The Grantee shall not be entitled to an increase in the Agreement price or payment of any kind from Department for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist Grantee shall perform at no increased cost, unless Department determines, in its sole discretion, that the delay will significantly impair the value of the Agreement to Department, in which case Department may: (1) accept allocated performance or deliveries from Grantee, provided that Grantee grants preferential treatment to Department with respect to products subjected to allocation; (2) contract with other sources (without recourse to and by Grantee for the related costs and expenses) to replace all or part of the products or services that are the subject of the delay, which purchases may be deducted from the Agreement quantity; or (3) terminate Agreement in whole or in part.

### 18. Indemnification.

- a. The Grantee shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless Department and its officers, agents, and employees, from suits, actions, damages, and costs of every name and description arising from or relating to:
  - personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Grantee, its agents, employees, partners, or subcontractors; provided, however, that Grantee shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of Department:
  - ii. the Grantee's breach of this Agreement or the negligent acts or omissions of Grantee.
- b. The Grantee's obligations under the preceding paragraph with respect to any legal action are contingent upon Department giving Grantee: (1) written notice of any action or threatened action; (2) the opportunity to take over and settle or defend any such action at Grantee's sole expense; and (3) assistance in defending the action at Grantee's sole expense. The Grantee shall not be liable for any cost, expense, or compromise incurred or made by Department in any legal action without Grantee's prior written consent, which shall not be unreasonably withheld.
- c. Notwithstanding sections a. and b. above, the following is the sole indemnification provision that applies to Grantees that are governmental entities: Each party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of Section 768.28, F.S. Further, nothing herein shall be construed as consent by a state agency or subdivision of the State to be sued by third parties in any matter arising out of any contract or this Agreement.
- d. No provision in this Agreement shall require Department to hold harmless or indemnify Grantee, insure or assume liability for Grantee's negligence, waive Department's sovereign immunity under the laws of Florida, or

otherwise impose liability on Department for which it would not otherwise be responsible. Any provision, implication or suggestion to the contrary is null and void.

### 19. Limitation of Liability.

The Department's liability for any claim arising from this Agreement is limited to compensatory damages in an amount no greater than the sum of the unpaid balance of compensation due for goods or services rendered pursuant to and in compliance with the terms of the Agreement. Such liability is further limited to a cap of \$100,000.

#### 20. Remedies.

Nothing in this Agreement shall be construed to make Grantee liable for force majeure events. Nothing in this Agreement, including financial consequences for nonperformance, shall limit Department's right to pursue its remedies for other types of damages under the Agreement, at law or in equity. The Department may, in addition to other remedies available to it, at law or in equity and upon notice to Grantee, retain such monies from amounts due Grantee as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against it.

#### 21. Waiver.

The delay or failure by Department to exercise or enforce any of its rights under this Agreement shall not constitute or be deemed a waiver of Department's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

### 22. Statutory Notices Relating to Unauthorized Employment and Subcontracts.

- a. The Department shall consider the employment by any Grantee of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If Grantee/subcontractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement. The Grantee shall be responsible for including this provision in all subcontracts with private organizations issued as a result of this Agreement.
- b. Pursuant to Sections 287.133, 287.134, and 287.137 F.S., the following restrictions apply to persons placed on the convicted vendor list, discriminatory vendor list, or the antitrust violator vendor list:
  - Public Entity Crime. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, F.S., for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.
  - ii. <u>Discriminatory Vendors</u>. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.
  - Antitrust Violator Vendors. A person or an affiliate who has been placed on the antitrust violator vendor list following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply on any contract to provide any good or services to a public entity; may not submit a bid, proposal, or reply on any contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with a public entity; and may not transact new business with a public entity.
  - iv. Notification. The Grantee shall notify Department if it or any of its suppliers, subcontractors, or consultants have been placed on the convicted vendor list, the discriminatory vendor list, or antitrust violator vendor list during the life of the Agreement. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and the antitrust violator vendor list and posts the list on its website. Questions regarding the discriminatory vendor list or antitrust violator vendor list may be directed to the Florida Department of Management Services, Office of Supplier Diversity, at (850) 487-0915.

### 23. Compliance with Federal, State and Local Laws.

- a. The Grantee and all its agents shall comply with all federal, state and local regulations, including, but not limited to, nondiscrimination, wages, social security, workers' compensation, licenses, and registration requirements. The Grantee shall include this provision in all subcontracts issued as a result of this Agreement.
- b. No person, on the grounds of race, creed, color, religion, national origin, age, gender, or disability, shall be excluded from participation in; be denied the proceeds or benefits of; or be otherwise subjected to discrimination in performance of this Agreement.
- c. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.
- d. Any dispute concerning performance of the Agreement shall be processed as described herein. Jurisdiction for any damages arising under the terms of the Agreement will be in the courts of the State, and venue will be in the Second Judicial Circuit, in and for Leon County. Except as otherwise provided by law, the parties agree to be responsible for their own attorney fees incurred in connection with disputes arising under the terms of this Agreement.

### 24. Scrutinized Companies.

- a. Grantee certifies that it is not on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel. Pursuant to Section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.
- b. If this Agreement is for more than one million dollars, the Grantee certifies that it is 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 Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is 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.
- c. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions then they shall become inoperative.

### 25. Lobbying and Integrity.

The Grantee agrees that no funds received by it under this Agreement will be expended for the purpose of lobbying the Legislature or a State agency pursuant to Section 216.347, F.S., except that pursuant to the requirements of Section 287.058(6), F.S., during the term of any executed agreement between Grantee and the State, Grantee may lobby the executive or legislative branch concerning the scope of services, performance, term, or compensation regarding that agreement. The Grantee shall comply with Sections 11.062 and 216.347, F.S.

### 26. Record Keeping.

The Grantee shall maintain books, records and documents directly pertinent to performance under this Agreement in accordance with United States generally accepted accounting principles (US GAAP) consistently applied. The Department, the State, or their authorized representatives shall have access to such records for audit purposes during the term of this Agreement and for five (5) years following the completion date or termination of the Agreement. In the event that any work is subcontracted, Grantee shall similarly require each subcontractor to maintain and allow access to such records for audit purposes. Upon request of Department's Inspector General, or other authorized State official, Grantee shall provide any type of information the Inspector General deems relevant to Grantee's integrity or responsibility. Such information may include, but shall not be limited to, Grantee's business or financial records, documents, or files of any type or form that refer to or relate to Agreement. The Grantee shall retain such records for the longer of: (1) three years after the expiration of the Agreement; or (2) the period required by the General Records Schedules maintained by the Florida Department of State (available at: http://dos.myflorida.com/library-archives/records-management/general-records-schedules/).

### 27. Audits.

- a. <u>Inspector General</u>. The Grantee understands its duty, pursuant to Section 20.055(5), F.S., to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing. The Grantee will comply with this duty and ensure that its sub-grantees and/or subcontractors issued under this Agreement, if any, impose this requirement, in writing, on its sub-grantees and/or subcontractors, respectively.
- b. <u>Physical Access and Inspection.</u> Department personnel shall be given access to and may observe and inspect work being performed under this Agreement, with reasonable notice and during normal business hours, including by any of the following methods:
  - i. Grantee shall provide access to any location or facility on which Grantee is performing work, or storing or staging equipment, materials or documents;

- ii. Grantee shall permit inspection of any facility, equipment, practices, or operations required in performance of any work pursuant to this Agreement; and,
- iii. Grantee shall allow and facilitate sampling and monitoring of any substances, soils, materials or parameters at any location reasonable or necessary to assure compliance with any work or legal requirements pursuant to this Agreement.
- c. Special Audit Requirements. The Grantee shall comply with the applicable provisions contained in Attachment 5, Special Audit Requirements. Each amendment that authorizes a funding increase or decrease shall include an updated copy of Exhibit 1, to Attachment 5. If Department fails to provide an updated copy of Exhibit 1 to include in each amendment that authorizes a funding increase or decrease, Grantee shall request one from the Department's Grants Manager. The Grantee shall consider the type of financial assistance (federal and/or state) identified in Attachment 5, Exhibit 1 and determine whether the terms of Federal and/or Florida Single Audit Act Requirements may further apply to lower tier transactions that may be a result of this Agreement. For federal financial assistance, Grantee shall utilize the guidance provided under 2 CFR §200.331 for determining whether the relationship represents that of a subrecipient or vendor. For State financial assistance, Grantee shall utilize the form entitled "Checklist for Nonstate Organizations Recipient/Subrecipient vs Vendor Determination" (form number DFS-A2-NS) that can be found under the "Links/Forms" section appearing at the following website: https://apps.fldfs.com/fsaa.
- d. Proof of Transactions. In addition to documentation provided to support cost reimbursement as described herein, Department may periodically request additional proof of a transaction to evaluate the appropriateness of costs to the Agreement pursuant to State guidelines (including cost allocation guidelines) and federal, if applicable. Allowable costs and uniform administrative requirements for federal programs can be found under 2 CFR 200. The Department may also request a cost allocation plan in support of its multipliers (overhead, indirect, general administrative costs, and fringe benefits). The Grantee must provide the additional proof within thirty (30) days of such request.
- e. No Commingling of Funds. The accounting systems for all Grantees must ensure that these funds are not commingled with funds from other agencies. Funds from each agency must be accounted for separately. Grantees are prohibited from commingling funds on either a program-by-program or a project-by-project basis. Funds specifically budgeted and/or received for one project may not be used to support another project. Where a Grantee's, or subrecipient's, accounting system cannot comply with this requirement, Grantee, or subrecipient, shall establish a system to provide adequate fund accountability for each project it has been awarded.
  - i. If Department finds that these funds have been commingled, Department shall have the right to demand a refund, either in whole or in part, of the funds provided to Grantee under this Agreement for non-compliance with the material terms of this Agreement. The Grantee, upon such written notification from Department shall refund, and shall forthwith pay to Department, the amount of money demanded by Department. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the original payment(s) are received from Department by Grantee to the date repayment is made by Grantee to Department.
  - ii. In the event that the Grantee recovers costs, incurred under this Agreement and reimbursed by Department, from another source(s), Grantee shall reimburse Department for all recovered funds originally provided under this Agreement and interest shall be charged for those recovered costs as calculated on from the date(s) the payment(s) are recovered by Grantee to the date repayment is made to Department.
  - iii. Notwithstanding the requirements of this section, the above restrictions on commingling funds do not apply to agreements where payments are made purely on a cost reimbursement basis.

#### 28. Conflict of Interest.

The Grantee covenants that it presently has no interest and shall not acquire any interest which would conflict in any manner or degree with the performance of services required.

# 29. Independent Contractor.

The Grantee is an independent contractor and is not an employee or agent of Department.

### 30. Subcontracting.

- a. Unless otherwise specified in the Special Terms and Conditions, all services contracted for are to be performed solely by Grantee.
- b. The Department may, for cause, require the replacement of any Grantee employee, subcontractor, or agent. For cause, includes, but is not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with an applicable Department policy or other requirement.

- c. The Department may, for cause, deny access to Department's secure information or any facility by any Grantee employee, subcontractor, or agent.
- d. The Department's actions under paragraphs b. or c. shall not relieve Grantee of its obligation to perform all work in compliance with the Agreement. The Grantee shall be responsible for the payment of all monies due under any subcontract. The Department shall not be liable to any subcontractor for any expenses or liabilities incurred under any subcontract and Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under any subcontract.
- e. The Department will not deny Grantee's employees, subcontractors, or agents access to meetings within the Department's facilities, unless the basis of Department's denial is safety or security considerations.
- f. The Department supports diversity in its procurement program and requests that all subcontracting opportunities afforded by this Agreement embrace diversity enthusiastically. The award of subcontracts should reflect the full diversity of the citizens of the State. A list of minority-owned firms that could be offered subcontracting opportunities may be obtained by contacting the Office of Supplier Diversity at (850) 487-0915.
- g. The Grantee shall not be liable for any excess costs for a failure to perform, if the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is completely beyond the control of both Grantee and the subcontractor(s), and without the fault or negligence of either, unless the subcontracted products or services were obtainable from other sources in sufficient time for Grantee to meet the required delivery schedule.

# 31. Guarantee of Parent Company.

If Grantee is a subsidiary of another corporation or other business entity, Grantee asserts that its parent company will guarantee all of the obligations of Grantee for purposes of fulfilling the obligations of Agreement. In the event Grantee is sold during the period the Agreement is in effect, Grantee agrees that it will be a requirement of sale that the new parent company guarantee all of the obligations of Grantee.

# 32. Survival.

The respective obligations of the parties, which by their nature would continue beyond the termination or expiration of this Agreement, including without limitation, the obligations regarding confidentiality, proprietary interests, and public records, shall survive termination, cancellation, or expiration of this Agreement.

#### 33. Third Parties.

The Department shall not be deemed to assume any liability for the acts, failures to act or negligence of Grantee, its agents, servants, and employees, nor shall Grantee disclaim its own negligence to Department or any third party. This Agreement does not and is not intended to confer any rights or remedies upon any person other than the parties. If Department consents to a subcontract, Grantee will specifically disclose that this Agreement does not create any third-party rights. Further, no third parties shall rely upon any of the rights and obligations created under this Agreement.

# 34. Severability.

If a court of competent jurisdiction deems any term or condition herein void or unenforceable, the other provisions are severable to that void provision, and shall remain in full force and effect.

# 35. Grantee's Employees, Subcontractors and Agents.

All Grantee employees, subcontractors, or agents performing work under the Agreement shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, Grantee shall furnish a copy of technical certification or other proof of qualification. All employees, subcontractors, or agents performing work under Agreement must comply with all security and administrative requirements of Department and shall comply with all controlling laws and regulations relevant to the services they are providing under the Agreement.

#### 36. Assignment.

The Grantee shall not sell, assign, or transfer any of its rights, duties, or obligations under the Agreement, or under any purchase order issued pursuant to the Agreement, without the prior written consent of Department. In the event of any assignment, Grantee remains secondarily liable for performance of the Agreement, unless Department expressly waives such secondary liability. The Department may assign the Agreement with prior written notice to Grantee of its intent to do so.

# 37. Compensation Report.

If this Agreement is a sole-source, public-private agreement or if the Grantee, through this agreement with the State, annually receive 50% or more of their budget from the State or from a combination of State and Federal funds, the Grantee shall provide an annual report, including the most recent IRS Form 990, detailing the total compensation for the entities' executive leadership teams. Total compensation shall include salary, bonuses, cashed-in leave, cash equivalents, severance pay, retirement benefits, deferred compensation, real-property gifts, and any other payout. The Grantee must also inform the Department of any changes in total executive compensation between the annual

reports. All compensation reports must indicate what percent of compensation comes directly from the State or Federal allocations to the Grantee.

# 38. Execution in Counterparts and Authority to Sign.

This Agreement, any amendments, and/or change orders related to the Agreement, may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument. In accordance with the Electronic Signature Act of 1996, electronic signatures, including facsimile transmissions, may be used and shall have the same force and effect as a written signature. Each person signing this Agreement warrants that he or she is duly authorized to do so and to bind the respective party to the Agreement.

# STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION Special Terms and Conditions

**AGREEMENT NO. LPA0350** 

#### **ATTACHMENT 2**

These Special Terms and Conditions shall be read together with general terms outlined in the Standard Terms and Conditions, Attachment 1. Where in conflict, these more specific terms shall apply.

# 1. Scope of Work.

The Project funded under this Agreement is Taylor Creek SE 8th Avenue Stormwater Conveyance Improvements Phase 2. The Project is defined in more detail in Attachment 3, Grant Work Plan.

#### 2. Duration.

- a. <u>Reimbursement Period</u>. The reimbursement period for this Agreement begins on July 1, 2022 and ends at the expiration of the Agreement.
- b. Extensions. There are extensions available for this Project.
- c. Service Periods. Additional service periods are not authorized under this Agreement.

#### 3. Payment Provisions.

- a. <u>Compensation</u>. This is a cost reimbursement Agreement. The Grantee shall be compensated under this Agreement as described in Attachment 3.
- b. <u>Invoicing</u>. Invoicing will occur as indicated in Attachment 3.
- c. Advance Pay. Advance Pay is not authorized under this Agreement.

# 4. Cost Eligible for Reimbursement or Matching Requirements.

Reimbursement for costs or availability for costs to meet matching requirements shall be limited to the following budget categories, as defined in the Reference Guide for State Expenditures, as indicated:

Reimbursement	Match	Category
		Salaries/Wages
		Overhead/Indirect/General and Administrative Costs:
		a. Fringe Benefits, N/A.
		b. Indirect Costs, N/A.
$\boxtimes$		Contractual (Subcontractors)
		Travel, in accordance with Section 112, F.S.
		Equipment
		Rental/Lease of Equipment
		Miscellaneous/Other Expenses
П		Land Acquisition

#### 5. Equipment Purchase.

No Equipment purchases shall be funded under this Agreement.

#### 6. Land Acquisition.

There will be no Land Acquisitions funded under this Agreement.

# 7. Match Requirements

There is no match required on the part of the Grantee under this Agreement.

### 8. Insurance Requirements

Required Coverage. At all times during the Agreement the Grantee, at its sole expense, shall maintain insurance coverage of such types and with such terms and limits described below. The limits of coverage under each policy

maintained by the Grantee shall not be interpreted as limiting the Grantee's liability and obligations under the Agreement. All insurance policies shall be through insurers licensed and authorized to issue policies in Florida, or alternatively, Grantee may provide coverage through a self-insurance program established and operating under the laws of Florida. Additional insurance requirements for this Agreement may be required elsewhere in this Agreement, however the minimum insurance requirements applicable to this Agreement are:

# a. Commercial General Liability Insurance.

The Grantee shall provide adequate commercial general liability insurance coverage and hold such liability insurance at all times during the Agreement. The Department, its employees, and officers shall be named as an additional insured on any general liability policies. The minimum limits shall be \$250,000 for each occurrence and \$500,000 policy aggregate.

# b. Commercial Automobile Insurance.

If the Grantee's duties include the use of a commercial vehicle, the Grantee shall maintain automobile liability, bodily injury, and property damage coverage. Insuring clauses for both bodily injury and property damage shall provide coverage on an occurrence basis. The Department, its employees, and officers shall be named as an additional insured on any automobile insurance policy. The minimum limits shall be as follows:

\$200,000/300,000 Automobile Liability for Company-Owned Vehicles, if applicable \$200,000/300,000 Hired and Non-owned Automobile Liability Coverage

# c. Workers' Compensation and Employer's Liability Coverage.

The Grantee shall provide workers' compensation, in accordance with Chapter 440, F.S. and employer liability coverage with minimum limits of \$100,000 per accident, \$100,000 per person, and \$500,000 policy aggregate. Such policies shall cover all employees engaged in any work under the Grant.

d. Other Insurance. None.

#### 9. Quality Assurance Requirements.

There are no special Quality Assurance requirements under this Agreement.

### 10. Retainage.

No retainage is required under this Agreement.

#### 11. Subcontracting.

The Grantee may subcontract work under this Agreement without the prior written consent of the Department's Grant Manager except for certain fixed-price subcontracts pursuant to this Agreement, which require prior approval. The Grantee shall submit a copy of the executed subcontract to the Department prior to submitting any invoices for subcontracted work. Regardless of any subcontract, the Grantee is ultimately responsible for all work to be performed under this Agreement.

#### 12. State-owned Land.

The work will not be performed on State-owned land.

# 13. Office of Policy and Budget Reporting.

The Grantee will identify the expected return on investment for this project and provide this information to the Governor's Office of Policy and Budget (OPB) within three months of execution of this Agreement. For each full calendar quarter thereafter, the Grantee will provide quarterly update reports directly to OPB, no later than 20 days after the end of each quarter, documenting the positive return on investment to the state that results from the Grantee's project and its use of funds provided under this Agreement. Quarterly reports will continue until the Grantee is instructed by OPB that no further reports are needed, or until the end of this Agreement, whichever occurs first. All reports shall be submitted electronically to OPB at <a href="mailto:env.roi@laspbs.state.fl.us">env.roi@laspbs.state.fl.us</a>, and a copy shall also be submitted to the Department at <a href="mailto:legislativeaffairs@floridaDEP.gov">legislativeaffairs@floridaDEP.gov</a>.

# 14. Additional Terms.

None.

Any terms added here must be approved by the Office of General Counsel.

# ATTACHMENT 3 GRANT WORK PLAN

**PROJECT TITLE:** Taylor Creek SE 8<sup>th</sup> Avenue Stormwater Conveyance Improvements Phase II

**PROJECT LOCATION:** The Project will be located in the City of Okeechobee within Okeechobee County; Lat/Long (27.2287, -80.8236). See Figure 1 for location map.

**PROJECT BACKGROUND:** The Grantee is continuing efforts to address nutrient reduction and water quality drainage improvements along SE 8th Ave. Phase I of the project replaced a direct drainage connection into Taylor Creek, which drains into Lake Okeechobee, with a water quality baffle box system. This project adds additional drainage area to the treatment system, with an estimated benefit of 18.2 lbs. of total nitrogen and 0.6 lbs. total phosphorus removed per year.

**PROJECT DESCRIPTION:** The Grantee will increase drainage along a residential roadway by constructing new piping, inlets, curbing, and roadway repairs that conveys stormwater into the baffle box treatment system.

**TASKS:** All documentation should be submitted electronically unless otherwise indicated.

# **Task #1: Preconstruction Activities**

**Deliverables:** The Grantee will complete preliminary engineering surveys and final designs of the drainage improvements and obtain all necessary permits for construction of the project.

**Documentation:** The Grantee will submit: 1) a copy of engineering survey results; 2) a signed acceptance of the completed work to date, as provided in the Grantee's Certification of Payment Request; and 3) a summary of design activities to date, indicating the percentage of design completion for the time period covered in the payment request. For the final documentation, the Grantee will also submit a copy of the design completed with the funding provided for this task and a list of all required permits identifying issue dates and issuing authorities.

**Performance Standard:** The Department's Grant Manager will review the documentation to verify that the deliverables have been completed as described above. Upon review and written acceptance by the Department's Grant Manager, the Grantee may proceed with payment request submittal.

**Payment Request Schedule:** The Grantee may submit a payment request for cost reimbursement no more frequently than quarterly.

# Task #2: Bidding and Contractor Selection

**Deliverables:** The Grantee will prepare a bid package, publish a public notice, solicit bids, conduct pre-bid meetings, and respond to bid questions in accordance with the Grantee's procurement process, to select one or more qualified and licensed contractors to complete construction of the drainage improvements and associated site work.

**Documentation:** The Grantee will submit: 1) the public notice of advertisement for the bid; 2) the bid package; and 3) a written notice of selected contractor(s).

**Performance Standard:** The Department's Grant Manager will review the documentation to verify that the deliverables have been completed as described above. Upon review and written acceptance by the Department's Grant Manager, the Grantee may proceed with payment request submittal.

**Payment Request Schedule:** The Grantee may submit a payment request for cost reimbursement following the conclusion of the task.

#### Task #3: Project Management

**Deliverables:** The Grantee will perform project management, to include field engineering services, construction observation, site meetings with construction contractor(s) and design professionals, and overall project coordination and supervision.

**Documentation:** The Grantee will submit interim progress status summaries including summary of inspection(s), meeting minutes and field notes, as applicable.

**Performance Standard:** The Department's Grant Manager will review the documentation to verify that the deliverables have been completed as described above. Upon review and written acceptance by the Department's Grant Manager, the Grantee may proceed with payment request submittal.

**Payment Request Schedule:** The Grantee may submit a payment request for cost reimbursement no more frequently than quarterly.

# Task #4: Construction

**Deliverables:** The Grantee will construct drainage improvements along SE 8<sup>th</sup> Ave, including pipe, inlets, curbing, roadway repairs and associated site work, in accordance with the construction contract documents.

**Documentation:** The Grantee will submit 1) a copy of the final design; 2) a signed acceptance of the completed work to date, as provided in the Grantee's Certification of Payment Request; and 3) a signed Engineer's Certification of Payment Request.

**Performance Standard:** The Department's Grant Manager will review the documentation to verify that the deliverables have been completed as described above. Upon review and written acceptance by the Department's Grant Manager, the Grantee may proceed with payment request submittal.

**Payment Request Schedule:** The Grantee may submit a payment request for cost reimbursement no more frequently than quarterly.

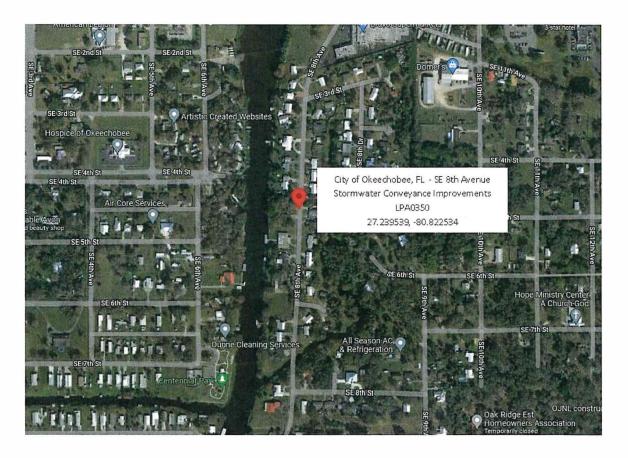
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# PROJECT TIMELINE & BUDGET DETAIL:

The tasks must be completed by, and all documentation received by, the corresponding task end date. Cost reimbursable grant funding must not exceed the budget amounts as indicated below.

Task No.	Task Title	Budget Category	Grant Amount	Task Start Date	Task End Date
1	Preconstruction Activities	Contractual Services	\$36,000	7/01/2022	02/28/2023
2	Bidding and Contractor Selection	Contractual Services	\$12,000	07/01/2022	04/30/2023
3	Project Management	Contractual Services	\$24,000	07/01/2022	02/29/2024
4	Construction	Contractual Services	\$168,000	07/01/2022	12/30/2023
		\$240,000			

Figure 1 - Location Map



# STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION Public Records Requirements

### Attachment 4

#### 1. Public Records.

- a. If the Agreement exceeds \$35,000.00, and if Grantee is acting on behalf of Department in its performance of services under the Agreement, Grantee must allow public access to all documents, papers, letters, or other material, regardless of the physical form, characteristics, or means of transmission, made or received by Grantee in conjunction with the Agreement (Public Records), unless the Public Records are exempt from section 24(a) of Article I of the Florida Constitution or section 119.07(1), F.S.
- b. The Department may unilaterally terminate the Agreement if Grantee refuses to allow public access to Public Records as required by law.
- 2. Additional Public Records Duties of Section 119.0701, F.S., If Applicable.
  - For the purposes of this paragraph, the term "contract" means the "Agreement." If Grantee is a "contractor" as defined in section 119.0701(1)(a), F.S., the following provisions apply and the contractor shall:
- a. Keep and maintain Public Records required by Department to perform the service.
- b. Upon request, provide Department with a copy of requested Public Records or allow the Public Records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.
- c. A contractor who fails to provide the Public Records to Department within a reasonable time may be subject to penalties under section 119.10, F.S.
- d. 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 contract term and following completion of the contract if the contractor does not transfer the Public Records to Department.
- e. Upon completion of the contract, transfer, at no cost, to Department all Public Records in possession of the contractor or keep and maintain Public Records required by Department to perform the service. If the contractor transfers all Public Records to Department upon completion of the contract, the contractor shall destroy any duplicate Public Records that are exempt or confidential and exempt from Public Records disclosure requirements. If the contractor keeps and maintains Public Records upon completion of the contract, the contractor shall meet all applicable requirements for retaining Public Records. All Public Records stored electronically must be provided to Department, upon request from Department's custodian of Public Records, in a format specified by Department as compatible with the information technology systems of Department. These formatting requirements are satisfied by using the data formats as authorized in the contract or Microsoft Word, Outlook, Adobe, or Excel, and any software formats the contractor is authorized to access.
- f. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, F.S., TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT THE DEPARTMENT'S CUSTODIAN OF PUBLIC RECORDS AT:

Telephone: (850) 245-2118

**Email:** public.services@floridadep.gov

Mailing Address: Department of Environmental Protection

ATTN: Office of Ombudsman and Public Services

**Public Records Request** 

3900 Commonwealth Boulevard, MS 49

Tallahassee, Florida 32399

# STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

# Special Audit Requirements (State and Federal Financial Assistance)

#### Attachment 5

The administration of resources awarded by the Department of Environmental Protection (which may be referred to as the "Department", "DEP", "FDEP" or "Grantor", or other name in the agreement) to the recipient (which may be referred to as the "Recipient", "Grantee" or other name in the agreement) may be subject to audits and/or monitoring by the Department of Environmental Protection, as described in this attachment.

#### MONITORING

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

# **AUDITS**

#### PART I: FEDERALLY FUNDED

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in 2 CFR \$200.330

- 1. A recipient that expends \$750,000 or more in Federal awards in its fiscal year, must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F. EXHIBIT 1 to this Attachment indicates Federal funds awarded through the Department of Environmental Protection by this Agreement. In determining the federal awards expended in its fiscal year, the recipient shall consider all sources of federal awards, including federal resources received from the Department of Environmental Protection. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR 200.502-503. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 CFR Part 200.514 will meet the requirements of this part.
- 2. For the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR 200.508-512.
- 3. A recipient that expends less than \$750,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F-Audit Requirements. If the recipient expends less than \$750,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F-Audit Requirements, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other federal entities.
- 4. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at <a href="https://www.cfda.gov">www.cfda.gov</a>

BGS-DEP 55-215 revised 12/14/2020

#### PART II: STATE FUNDED

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2), Florida Statutes.

- 1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$750,000 in any fiscal year of such recipient (for fiscal years ending June 30, 2017, and thereafter), the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, F.S.; Rule Chapter 69I-5, F.A.C., State Financial Assistance; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this form lists the state financial assistance awarded through the Department of Environmental Protection by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Environmental Protection, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.
- 2. In connection with the audit requirements addressed in Part II, paragraph 1; the recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
- 3. If the recipient expends less than \$750,000 in state financial assistance in its fiscal year (for fiscal year ending June 30, 2017, and thereafter), an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than \$750,000 in state financial assistance in its fiscal year, and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).
- 4. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a recipient should access the Florida Single Audit Act website located at <a href="https://apps.fldfs.com/fsaa">https://apps.fldfs.com/fsaa</a> for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website at <a href="http://www.negislature/swww.myflorida.com/">http://www.negislature/swww.myflorida.com/</a>, State of Florida's website at <a href="http://www.myflorida.com/">http://www.myflorida.com/</a>, Department of Financial Services' Website at <a href="http://www.fldfs.com/and">http://www.myflorida.com/audgen/</a>.

# PART III: OTHER AUDIT REQUIREMENTS

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

#### PART IV: REPORT SUBMISSION

- Copies of reporting packages for audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and required by PART I of this form shall be submitted, when required by 2 CFR 200.512, by or on behalf of the recipient <u>directly</u> to the Federal Audit Clearinghouse (FAC) as provided in 2 CFR 200.36 and 200.512
  - A. The Federal Audit Clearinghouse designated in 2 CFR §200.501(a) (the number of copies required by 2 CFR §200.501(a) should be submitted to the Federal Audit Clearinghouse), at the following address:

Attachment 5 2 of 6 By Mail:

Federal Audit Clearinghouse Bureau of the Census 1201 East 10th Street Jeffersonville, IN 47132

Submissions of the Single Audit reporting package for fiscal periods ending on or after January 1, 2008, must be submitted using the Federal Clearinghouse's Internet Data Entry System which can be found at http://harvester.census.gov/facweb/

- 2. Copies of financial reporting packages required by PART II of this Attachment shall be submitted by or on behalf of the recipient <u>directly</u> to each of the following:
  - A. The Department of Environmental Protection at one of the following addresses:

By Mail:

# **Audit Director**

Florida Department of Environmental Protection Office of Inspector General, MS 40 3900 Commonwealth Boulevard Tallahassee, Florida 32399-3000

Electronically:

FDEPSingleAudit@dep.state.fl.us

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

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

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

 Copies of reports or management letters required by PART III of this Attachment shall be submitted by or on behalf of the recipient <u>directly</u> to the Department of Environmental Protection at one of the following addresses:

By Mail:

#### **Audit Director**

Florida Department of Environmental Protection Office of Inspector General, MS 40 3900 Commonwealth Boulevard Tallahassee, Florida 32399-3000

Electronically:

FDEPSingleAudit@dep.state.fl.us

4. Any reports, management letters, or other information required to be submitted to the Department of Environmental Protection pursuant to this Agreement shall be submitted timely in accordance with 2 CFR 200.512, section 215.97, F.S., and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

BGS-DEP 55-215 revised 12/14/2020

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

# PART V: RECORD RETENTION

The recipient shall retain sufficient records demonstrating its compliance with the terms of the award and this Agreement for a period of **five** (5) years from the date the audit report is issued, and shall allow the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General upon request for a period of **three** (3) years from the date the audit report is issued, unless extended in writing by the Department of Environmental Protection.

# EXHIBIT - 1

# FUNDS AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Note: If the <u>resources</u> awarded to the recipient represent more than one federal program, provide the same information shown below for each federal program and show total federal resources awarded

Federal Resour	ces Awarded to the Recipi	ent Pursuant to th	is Agreement Consist of the Following:		
Federal Program	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
A	rederal Agency	Number	CIDA Hile	\$	Category
Federal		CFDA			State
Program B	Federal Agency	Number	CFDA Title	Funding Amount	Appropriation Category
				3	

Note: Of the resources awarded to the recipient represent more than one federal program, list applicable compliance requirements for each federal program in the same manner as shown below:

Federal Program A	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.:(eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	
Federal Program B	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.: (eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	

Note: If the resources awarded to the recipient for matching represent more than one federal program, provide the same information shown below for each federal program and show total state resources awarded for matching

State Resource	State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Matching Resources for Federal Programs:							
Federal Program A	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category			
Federal Program B	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category			

Note: If the resources awarded to the recipient represent more than one state project, provide the same information shown below for each state project and show total state financial assistance awarded that is subject to section 215.97. F.S.

State Resourc	State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:							
State				CSFA Title		State		
Program		State	CSFA	or		Appropriation		
A	State Awarding Agency	Fiscal Year <sup>1</sup>	Number	Funding Source Description	Funding Amount	Category		
Original	Department of	2022-2023	37.039	Statewide Surface Restoration and	\$240,000	140047		
Agreement	Environmental Protection	2022 2023	37.037	Wastewater Projects	\$240,000	140047		
State				CSFA Title		State		
Program		State	CSFA	or		Appropriation		
В	State Awarding Agency	Fiscal Year <sup>2</sup>	Number	Funding Source Description	Funding Amount	Category		

Total Award	\$240,000	
C 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1		1 5

Note: List applicable compliance requirement in the same manner as illustrated above for federal resources. For matching resources provided by the Department for DEP for federal programs, the requirements might be similar to the requirements for the applicable federal programs. Also, to the extent that different requirements pertain to different amount for the non-federal resources, there may be more than one grouping (i.e. 1, 2, 3, etc.) listed under this category.

For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [www.cfda.gov] and/or the Florida Catalog of State Financial Assistance (CSFA) [https://apps.fldfs.com/fsaa/searchCatalog.aspx], and State Projects Compliance Supplement (Part Four: State Projects Compliance Supplement [https://apps.fldfs.com/fsaa/state\_project\_compliance.aspx]. The services/purposes for which the funds are to be used are included in the Agreement's Grant Work Plan. Any match required by the Recipient is clearly indicated in the Agreement.

Attachment 5, Exhibit 1 6 of 6

<sup>&</sup>lt;sup>1</sup> Subject to change by Change Order.

<sup>&</sup>lt;sup>2</sup> Subject to change by Change Order.

# STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

# Exhibit A Progress Report Form

DEP Agreement No.:	LPA0350
Project Title:	Taylor Creek SE 8th Ave Stormwater Conveyance Improvements Phase II
Grantee Name:	City of Okeechobee
Grantee's Grant Manager:	
Reporting Period:	Select Quarter - Select Year

# Provide the following information for all tasks identified in the Grant Work Plan:

Summarize the eligible grant work completed within each task for the reporting period, provide an update on the estimated completion date for each task, and identify any anticipated delays or problems encountered. Use the format provided below and use as many pages as necessary to cover all tasks. Each quarterly progress report is due no later than twenty (20) days following the completion of the quarterly reporting period.

# Task 1: Preconstruction Activities

- Progress for this reporting period:
- Identify delays or problems encountered:

# Task 2: Bidding and Contractor Selection

- Progress for this reporting period:
- Identify delays or problems encountered:

# Task 3: Project Management

- Progress for this reporting period:
- Identify delays or problems encountered:

# **Task 4: Construction**

- Progress for this reporting period:
- Identify delays or problems encountered:

Completion Status for Tasks: Indicate the completion status for the following tasks, if included in the Grant Work Plan. For construction, the estimated completion percentage should represent the work being funded under this Agreement.	
<b>Design (Plans/Submittal)</b> : 30% □, 60% □, 90% □, 100% □	
Permitting (Completed): Yes $\square$ , No $\square$	
Construction (Estimated): %	
This report is submitted in accordance with the reporting requirements of the above DEP Agreement numband accurately reflects the activities associated with the project.	er
Signature of Grantee's Grant Manager Date (Original Ink or Digital Timestamp)	

# STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

# Exhibit C Payment Request Summary Form

The **Payment Request Summary Form** for this grant can be found on our website at this link:

https://floridadep.gov/wra/wra/documents/payment-request-summary-form

Please use the most current form found on the website, linked above, for each payment request.