



**CITY OF OKEECHOBEE**  
**CITY COUNCIL**  
**REGULAR MEETING**  
**OCTOBER 6, 2020**  
**LIST OF EXHIBITS**

---

Draft Minutes                      September 21, 2020 Regular Meeting/ Final Budget Public Hearing

Exhibit 1	CAS Governmental Services, LLC Annual Renewal
Exhibit 2	Resolution No. 2020-15, Broadband Access and Affordability
Exhibit 3	Resolution No. 2020-16, Florida City Government Week
Exhibit 4	Resolution No. 2020-17, Funding Assistance for Municipalities due to COVID-19.
Exhibit 5	School Resource Officer Agreement with School Board
Exhibit 6	Memorandum of Understanding Traffic Preemption



**CITY OF OKEECHOBEE, FLORIDA  
SEPTEMBER 21, 2020, REGULAR CITY COUNCIL MEETING  
AND FINAL BUDGET PUBLIC HEARING  
DRAFT SUMMARY OF COUNCIL ACTION**

**I. CALL TO ORDER**

Mayor Watford called the regular meeting of the City Council for the City of Okeechobee to order on Monday, September 21, 2020, at 6:00 P.M. in the City Council Chambers, located at 55 Southeast 3rd Avenue, Room 200, Okeechobee, Florida. Pursuant to Executive Order No. 20-69 issued by Governor DeSantis on March 20, 2020, and extended by Executive Order No. 20-193 effective August 7, 2020, the meeting was conducted utilizing communications media technology (CMT) as provided by Florida Statutes 120.54(5)(b)2, by means of Zoom.com Meeting ID 2459713294. The Host computer was operated by Executive Assistant Brock. The video, audio, and digital comments were recorded and retained as a permanent record. The invocation was offered by Council Member Jarriel, followed by the Pledge of Allegiance by Council Member Clark.

**II. ATTENDANCE**

Mayor Dowling R. Watford, Jr., Council Members Wes Abney, Monica Clark, Bob Jarriel, Bobby Keefe, City Clerk Lane Gamiotea, and City Attorney John Fumero were in attendance.

Department Heads in attendance: City Administrator Marcos MontesDeOca, Police Chief Bob Peterson, Fire Chief Herb Smith, and Public Works Director David Allen. Additional support staff in attendance: Deputy City Clerk Bobbie Jenkins, General Services Coordinator Patty Burnette, Finance Director India Riedel, and Executive Assistant Robin Brock.

**III. AGENDA AND PUBLIC COMMENTS**

**A.** Mayor Watford asked whether there were any agenda items to be added, deferred, or withdrawn; Presentations and Proclamations Item A was deferred to the next meeting, and New Business Item F was added.

**B. Council Member Jarriel moved to approve the agenda as amended; seconded by Council Member Keefe.**

**VOTE: Ayes-Mayor Watford, Council Members Abney, Clark, Jarriel, and Keefe. Nays-none. Motion Carried.**

**C.** There were no agenda item forms or comment cards submitted for public participation for any issues not on the agenda.

**IV. PROCLAMATIONS AND PRESENTATIONS**

**A.** The Domestic Violence Prevention Month Proclamation was deferred to the October 6, 2020, meeting.

**V. CONSENT AGENDA**

**A motion and second was made by Council Members Keefe and Clark to approve the consent agenda items A through E** [September 3, 2020, Regular Meeting and First Budget Public Hearing minutes; August 2020 Warrant Register in the amounts: General Fund \$477,417.29, Public Facilities Improvement Fund \$46,141.42, and Capital Improvement Projects Fund \$776.59, the complete list is incorporated within the official minute file; Renewal of Property and Casualty Insurance coverages with Public Risk Management with (an annual premium of \$332,790.00, and) an effective date of October 1, 2020 (as provided in Exhibit 1); Contract for Services with CenturyLink for a Fiber and Enterprise Data Package (in the amount of \$1,730.00 per month, as provided in Exhibit 2). Award Bid No. PW-03-11-08-20 2020 Sidewalk and Roadway Concrete Improvements to (the lowest bidder) Vest Concrete (in the amount of \$88,137.50, with the budgeted amount being \$90,000.00).

CONSENT AGENDA CONTINUED: \$40,000.00 is allocated in Line Item 301-549-4609 Sidewalk Repair and ADA Ramp Installation, and \$46,337.50 in Line Item 301-549-6300 Asphalt and Roadway Reconstruction/Sidewalk Program, noting that the remainder of the \$90,000.00 Budget Line Item 301-549-6300 will be used for asphalt improvements, as provided in Exhibit 3.

**VOTE: Ayes-Mayor Watford, Council Members Abney, Clark, Jarriel, and Keefe. Nays-none. Motion Carried.**

**VI. MAYOR WATFORD OPENED THE FINAL BUDGET PUBLIC HEARING AT 6:05 P.M.**

- A.** Mayor Watford announced that the purpose of this Public Hearing is to consider the final reading of Ordinances for the proposed Millage Rate Levy and proposed Budget for Fiscal Year (FY) 2020-21.
- B.** Mayor Watford announced that the proposed Millage Rate levy represents 6.03 percent (6.03%) more than the roll-back rate computed pursuant to Florida Statutes 200.065(1).
- C.** **Council Member Clark moved to read proposed Ordinance No. 1216 by title only, levying a Millage Rate of 7.6018 on all real and tangible personal property for FY October 1, 2020 through September 30, 2021 [as provided in Exhibit 4]; seconded by Council Member Abney.**

**VOTE: Ayes-Mayor Watford, Council Members Abney, Clark, Jarriel, and Keefe. Nays-none. Motion Carried.**

Attorney Fumero read proposed Ordinance No. 1216 by title only as follows: **“AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF OKEECHOBEE, FLORIDA LEVYING THE AD VALOREM PROPERTY TAX MILLAGE RATE FOR MUNICIPAL PURPOSES ON ALL TAXABLE PROPERTY WITHIN THE CITY IN ACCORDANCE WITH THE PROVISIONS OF STATE LAW FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2020 AND ENDING SEPTEMBER 30, 2021; PROVIDING THAT 7.6018 PER THOUSAND DOLLAR VALUATION SHALL NOT BE LEVIED ON HOMESTEAD PROPERTY; THAT 7.6018 VALUATION SHALL BE USED FOR GENERAL CITY PURPOSES; THAT SAID MILLAGE RATE IS 6.03 PERCENT (6.03%) MORE THAN THE ROLL-BACK RATE OF 7.1696 COMPUTED IN ACCORDANCE WITH FLORIDA STATUTE 200.065(1); PROVIDING FOR CONFLICT AND SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.”**

**Council Member Clark moved to adopt proposed Ordinance No. 1216; seconded by Council Member Jarriel.** Mayor Watford opened the floor for public comments; there was none. There was no Council discussion on this item.

**VOTE: Ayes-Mayor Watford, Council Members Abney, Clark, Jarriel, and Keefe. Nays-none. Motion Carried.**

- D.** **Council Member Abney moved to read proposed Ordinance No. 1217 by title only, setting the annual Budget for FY October 1, 2020 through September 30, 2021 [as provided in Exhibit 5]; seconded by Council Member Jarriel.**

**VOTE: Ayes-Mayor Watford, Council Members Abney, Clark, Jarriel, and Keefe. Nays-none. Motion Carried.**

Attorney Fumero read proposed Ordinance No. 1217 by title only as follows: **“AN ORDINANCE ADOPTING AN ANNUAL BUDGET FOR THE CITY OF OKEECHOBEE, FLORIDA; FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2020, AND ENDING SEPTEMBER 30, 2021; APPROPRIATING FUNDS FOR OPERATING EXPENSES OF THE CITY OF OKEECHOBEE FOR THE GENERAL OPERATION OF THE SEVERAL DEPARTMENTS OF THE CITY AND OTHER FIXED OBLIGATIONS OF THE CITY FOR AND DURING THE FISCAL YEAR; PROVIDING FOR CONFLICT AND SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.”**

**Council Member Clark moved to adopt proposed Ordinance No. 1217; seconded by Council Member Keefe.**

BUDGET PUBLIC HEARING ITEM D CONTINUED: Exhibit 5 contained a copy of the proposed Ordinance, as well as a one page summary and a 34 page document providing the details of the proposed Budget. The **General Fund Budget Summary** lists the beginning Fund Balance of \$4,342,501.00; Estimated Revenues of \$5,822,120.00 (\$2,424,459.00 Ad Valorem, \$3,397,661.00 Other Fees, Intergovernmental, Charges for Services, Fines, Forfeitures, Penalties, Uses of Money and Property, and Other Revenues; \$350,000.00 Transferred-In from Public Facilities Improvement Fund; \$1,362,311.00 Transferred-In from Capital Improvement Projects Fund). Total Projected Expenditures of \$7,534,431.00; leaving a Fund Balance of \$4,342,501.00.

**Public Facility Improvement (Transportation 301) Fund:** Beginning Fund Balance of \$844,807.00; Total Revenue Estimates of \$1,164,028.00; Total Expenditures Projected of \$900,488.00, plus \$350,000.00 to be Transferred-Out to General Fund; leaving a Fund Balance of \$758,347.00.

**Capital Improvements Projects (304) Fund:** Beginning Fund Balance is \$3,190,195.00; Total Revenues Estimates of \$6,550.00; Total Projected Expenditures are \$155,900.00, plus \$1,362,311.00 transferred-out to General Fund; leaving a Fund Balance \$1,678,534.00.

**Other Grants (302) Funds:** Beginning Fund Balance of \$260,000.00; Appropriation Funds Revenue of \$300,000.00; Total Projected Expenditures of \$420,000.00; leaving a Fund Balance of \$140,000.00.

**Appropriations Grant (307) Funds:** Beginning Fund Balance of \$593.00; Appropriation Funds Revenue of \$209,000.00; Total Projected Expenditures of \$209,000.00; leaving a Fund Balance of \$593.00.

**Law Enforcement Special (601) Fund:** Beginning Fund Balance is \$9,920.00; Total Estimated Revenues of \$1,000.00; Total Projected Expenditures as \$6,500.00; leaving a Fund Balance of \$4,420.00.

Mayor Watford opened the floor for public comments; there were none. Chief Peterson provided an explanation for the increase to the Police Department's Budget. The executive salary line item increased approximately \$45,000.00 in anticipation of his retirement payout; regular salaries increased as the Dispatchers' salary and benefits were transferred from the Fire to the Police Department's Budget, as well as Terisa Garcia's anticipated retirement payout; the reimbursement of the three School Resource Officers' salaries from the Okeechobee County School Board and Okeechobee Christian Academy, and the Code Enforcement fines and fees collections are shown as General Fund revenue instead of an expense reduction to the department Budget. The Council did not offer any discussion.

**VOTE: Ayes-Mayor Watford, Council Members Abney, Clark, Jarriel, and Keefe. Nays-none. Motion Carried.**

## **MAYOR WATFORD CLOSED THE FINAL BUDGET PUBLIC HEARING AT 6:12 P.M**

### **VII. NEW BUSINESS**

- A. A motion was offered by Council Member Jarriel to approve a purchase adjustment in the amount of \$8,617.20 to C.W. Roberts Contracting, Inc. for road resurfacing overages [to the \$85,000.00 approved February 18, 2020, as provided in Exhibit 6]; seconded by Council Member Clark.**

**VOTE: Ayes-Mayor Watford, Council Members Abney, Clark, Jarriel, and Keefe. Nays-none. Motion Carried.**

- B. The primary purpose for the discussion of a resolution to mandate wastewater connections to the Okeechobee Utility Authority (OUA) within the City was due in part to the review of their Budget for FY 2020-21, as it did not include any proposed infrastructure improvements.**

NEW BUSINESS ITEM B CONTINUED: Administrator MontesDeOca explained he and OUA Director John Hayford discussed the possibility of the City mandating connections to wastewater in lieu of septic tanks. The OUA has established a payment program to assist customers in paying the connection fees. There is a Florida State Statute requiring mandatory wastewater connections when infrastructure is available within 600-feet of a property, but is difficult for the OUA to enforce.

Mr. Gary Ritter, who resides on Southwest 5<sup>th</sup> Avenue, addressed the Council and explained due to the high water table and flooding in the Southwest section, his daughters' homes within this area are inhabitable due to not being able to flush toilets, take showers, wash clothes, or use water as their drain fields are not working properly causing the septic tanks to back up into their homes.

Mr. Ritter has talked to multiple individuals who live in the Southwest section who would be willing to connect to OUA's system. He also addressed the issues he has noticed that he feels is contributing to the drainage issues. He strongly urged the Council to consider mandating connections. Once septic tanks fail, the overflow becomes surface water that runs into Lake Okeechobee. Mr. Mack Worley briefly spoke about the individual costs associated with connections outside the City Limits. During the Council's discussion pertaining to procedural guidelines for mandating connections, Representative Cary Pigman provided insight on questions asked at the State level when project funding is requested, which is "what are local governments doing for incentivized connections." Mr. Noel Chandler provided insight on the discussion of mandatory connections when he was a member of the OUA Board of Directors in that the main issue was the cost to the customer. He added his yard on Southwest 7<sup>th</sup> Avenue is currently under water due to the high volume of rain.

The discussion ensued. **There was a consensus given by the Council for the Administrator and Attorney to begin working on creating the necessary document.** Mayor Watford also instructed the Administrator to have the Public Works Department address the drainage issues in the Southwest section.

- C. Mayor Watford explained applications were received from Ms. Suzanne Bowen, Mr. Noel A. Chandler, Mr. Steve Dobbs, Mr. Jamie Gamiotea, Mr. Jeremy R. LaRue, Ms. Sandy Perry, Mr. Cary Pigman, Mr. Gary Ritter, Ms. Myranda Whirls, and Mr. Mack "Hoot" Worley for the Citizens Charter Review Advisory Committee (CCRAC) [as provided in Exhibit 7]. It was further explained that Resolution No. 2020-10 establishing the CCRAC, provides that each Council Member shall appoint one member, and the remaining three shall be appointed by consensus. City Clerk Gamiotea confirmed there were three applicants who did not meet the criteria set to be considered. Attorney Fumero established that a City employee serving on the CCRAC did not create a conflict of interest.

Council Member Keefe suggested all who applied be appointed, as it was his opinion that all applicants would create a diverse CCRAC. The discussion then turned to the appointment of regular and alternate members. Attorney Fumero advised the type of appointments was at the discretion of the Council. After a brief deliberation, **Council Member Keefe moved to appoint Ms. Bowen, Mr. Chandler, Mr. Dobbs, Mr. Gamiotea, Mr. R. LaRue, Ms. Perry, Mr. Pigman, Mr. Ritter, Ms. Whirls, and Mr. Worley as Regular members of the Citizens Charter Review Advisory Committee, and revise Resolution No. 2020-10 accordingly; seconded by Council Member Jarriel.**

Mayor Watford opened the floor for public comment; Ms. Bowen was available via Zoom and expressed her appreciation for the appointment. Others present in the Chambers were Mr. Gamiotea, Mr. Dobbs, Mr. Pigman, Mr. Chandler, Mr. Worley, Mr. Ritter, and Mr. LaRue.

**VOTE: Ayes-Mayor Watford, Council Members Abney, Clark, Jarriel, and Keefe. Nays-none. Motion Carried.**

Note for clarification: After the meeting, additional information was provided and Mr. Dobbs was deemed ineligible to serve due to the dual office holding law. There will be nine members on this Committee.

- D. Attorney Fumero provided an update on the Fire Services Interlocal Agreement (ILA) with Okeechobee County. Due to the direction of the Council at the July 21, 2020 meeting, he and the County Attorney have collaborated on the development of the proposed ILA; a draft was provided in Exhibit 8. The ILA reflects terms and conditions that are generally acceptable to Okeechobee County, and is for five years.

In exchange for the provision of fire services, the City shall pay the County an amount equal to the sum of the aggregate assessment of amounts for all properties lying within the City boundaries as calculated using the County's current fire assessment fee structure. The City is also agreeing that any additional fee schedules adopted by the County in the future, shall be adopted and implemented in the City.

The City will transfer ownership of the vehicles and other equipment listed in Exhibit C (to be created) to the County at no cost. It will also provide the County with exclusive access to the City Fire Station. However, the Station will not be used as a station for responding to calls but used strictly for storage purposes. The County will pay all utility bills associated with the Station. Quarterly written reports containing information about fire services in the City, as specified in the ILA, will be provided.

The County will offer positions to City employees to be provided in Exhibit A, including rates of pay and rank. City employees may elect to transfer their pension to the Florida Retirement System offered by the County or may choose to stay with the City Pension Fund. The details of this option and the process is subject to review by City Pension Attorney (which will be provided in Exhibit B). All City employees hired by the County are subject to the International Association of Firefighters Union Local 2918 Collective Bargaining Agreement (CBA) for the Okeechobee County Fire and Rescue. Those employees hired by the County will have to decide whether all or part of their annual and medical leave will be transferred to the County upon receipt of payment from the City equal to the value of the transferred annual and medical leave up to the maximum allowable hours under the County CBA or paid out.

To assist in understanding the comparative compensation between the County and the City, the County prepared a spreadsheet (a copy was not provided with the online agenda packet, but was distributed at the meeting) which identifies projected compensation at the County over a three-year period. Administrator MontesDeOca met with the County Administrator to discuss and agree upon the underlying findings and analysis codified in the spreadsheet, ensuring there is an "apples to apples" comparison. The amounts in the spreadsheet are estimates, and are subject to change based on final decisions regarding the specific individuals who actually apply for, and obtain, positions with the County. The structure of the ILA contemplates that when the parties are ready to execute it, the County will have determined which employees it will hire. Currently there are seven open positions at the County Fire and Rescue, which are comprised of six paramedics and one inspector.

According to the spreadsheet, Positions 1, 3, 5, 7, 10, 11, and 12 are certified paramedics or are participating in paramedic school. Of those Positions, three will experience a net loss in salary over three years due to the difference in pay between the City and County, rank, and years of service structure. Position 5 is a Lieutenant with 17 years of service and projected to lose \$28,387.52. Position 7 is a Captain with 12 years of service and projected to lose \$17,657.64. Position 11 is a Lieutenant with 13 years of service and projected to lose \$15,491.86. It was confirmed by the County Attorney that the City could not provide additional compensation to cover the calculated loss in salary through the County payroll system. This is due in part to the current CBA. It was also explained that a provision of Florida Statutes limits the amount paid to an individual upon separation of no more than a 20 week lump sum of the individual's annual compensation. Should the Council agree to make a 20 week lump sum payment to these three positions, the difference in compensation is for approximately three and one-half years.

NEW BUSINESS ITEM D CONTINUED: Positions 2 and 4 are Firefighter/EMT's and opted not to attend paramedic school. Position 8 was hired in June and just began paramedic school. At the September 11, 2020, Board of County Commissioners (BOCC) meeting, the BOCC approved to offer three temporary positions for non-certified paramedic City personnel. This would be a two-year holding spot to allow those to obtain their certification. Should the individual fail to meet the certification requirements at the end of the two-year period, they will be required to reimburse the County the cost of the program and be terminated. This option was provided on the premise the City would cover the personnel costs associated with the holding positions.

Position 6 is a Lieutenant with 26 years of service and Position 9 has 28 years of service, both are in the Deferred Retirement Option Plan and could not attend paramedic school. Position 13 is a secretary with 20 years of service. None anticipate being accommodated but offered a 20 week lump sum payment.

There was a discussion on the items needed to finalize the ILA, which are an effective date; length of time the County will be allowed to use the City Fire Station; and change payments from annual to quarterly. Exhibit A will be provided by the County; Exhibit B is a form to be provided by the City Pension Attorney for the election of pension transfer; and Exhibit C is an audit of all vehicles and equipment being transferred to the County.

Fire Chief Smith confirmed that the Department employees have not been provided the necessary information to make an informed decision on transferring to the County. He also voiced his concerns of offering all employees the same severance payout, as tenure should be considered. The employees need to know what is offered for employment at the County, and what is offered should they decide not to apply at the County.

**Council Member Keefe moved to approve a 20 week lump sum payment to Positions 5, 7, and 11 should they elect to transfer to the County; seconded by Council Member Jarriel.**

Council Member Clark did not agree with the motion, as it is her opinion every employee should be entitled to a separation package, regardless of whether the employee decides to apply at the County.

Mayor Watford opened the floor for public comments. Mr. Josh Borgstrom, IAFF Local 2918 President, voiced his concern with both entities failing to consider impact bargaining, as each employee has to understand the options being offered. He also asked whether the Council has considered the possibility of some employees in the paramedic program not passing their certification. It was his recommendation to postpone decisions on the ILA until it is determined which employees become certified. City Fire Captain Lalo Rodriguez offered his appreciation for the suggested 20 week payment. He then reminded the Council that it was recommended previously to postpone action on the ILA until after September 30, 2021, when the CBA opens for negotiations. The Local 2918 would then be able to negotiate on behalf of the City Firefighters, with or without the paramedic certification, resulting in guaranteed positions and a reduce cost burden to the City taxpayers. He also noted on the upcoming County Fire Assessment Study, as this will determine the true contract price.

Mr. Wes Williamson, representing the Economic Council of Okeechobee (ECOK), commended the Council on the continued discussions on this unpopular topic. The ECOK spoke in favor of the proposed ILA, but also agrees that each employee should be provided their options. Mr. Worley reminded the Council to consider the approximate annual savings of \$600,000.00 to the taxpayers, that could be utilized elsewhere.

Council Member Abney confirmed with Mr. Borgstrom and Captain Rodriguez that waiting to take action on the ILA in late 2021 would be better for the City, as it could be less in severance payouts due to the Union negotiating for the City Firefighters.

**NEW BUSINESS ITEM D CONTINUED: The motion and second on the floor were withdrawn. Council Member Keefe made another motion, seconded by Council Member Jarriel, to approve a 20 week payout for all Fire Department employees.**

After a brief discussion, the motion and second on the floor were withdrawn. Council Member Clark then made a motion to direct staff to generate severance packages based on years of service with a maximum of 20 weeks for those who have a net loss for transfer; seconded by Council Member Jarriel.

**VOTE: Ayes-Mayor Watford, Council Members Abney, Clark, Jarriel, and Keefe. Nays-none. Motion Carried.**

The Council then discussed the City funding the salary of the three Firefighter/EMT Positions 2, 4, and 8 for two years, should the County create temporary positions, while they attend paramedic school. Council Member Jarriel maintained his position of not funding the three positions, as they should have accepted the offer when it was made last year. Council Member Keefe did not support funding this due to the City not being able to recoup the costs should an individual not pass the paramedic certification after two years. Based on the outcome of the discussion, **the three to two consensus of the Council was to provide the costs to fund the positions within Exhibit A.**

**Council Member Clark made a motion to offer a one-year position to a non-accommodated employee (from Positions 6, 9, or 13 of the spreadsheet) to oversee the transition with the County after the effective date of the ILA; seconded by Council Member Abney.**

There was a brief discussion on this motion, and it was determined the Administrator would be tasked with hiring the individual to oversee the transition.

**VOTE: Ayes-Mayor Watford, Council Members Abney, Clark, and Keefe. Nays-Council Member Jarriel. Motion Carried.**

**Council Member Jarriel made a motion to approve the proposed ILA with the modifications as discussed: effective date of April 1, 2021, a two-year limit for use of the City Fire Station by the County, and change annual payments to quarterly; seconded by Council Member Keefe.**

Council Member Abney stated he could not support the proposed ILA without knowing what the true costs of the severance packages will be, as well as wanting more information on the possible savings with delaying the approval until 2021. Council Member Clark expressed her disapproval as it was her opinion the proposed ILA still had updates to be included before she was ready to cast her vote. Attorney Fumero reiterated that Section 5 of the proposed ILA must include a list of employees that wish to obtain employment with the County, once the options available have been discussed with each employee individually. The County can finalize Exhibit A, once the information for the list is complete. Council Member Jarriel was steadfast on approving the proposed ILA as presented.

**VOTE: Ayes-Council Members Jarriel and Keefe. Nays-Mayor Watford, Council Members Abney and Clark. Motion Failed.**

It was determined that the Administrator will have all items discussed finalized and on the October 6, 2020 agenda. Council Member Abney verified the options posed by Mr. Borgstrom and Captain Rodriguez would also be on the same agenda for discussion.

- E. Council Member Abney moved to adopt proposed Resolution No. 2020-14 extending the local health state of emergency due to the Coronavirus Disease 2019 (COVID-19) to November 3, 2020 [as provided in Exhibit 9]; seconded by Council Member Clark.**



NEW BUSINESS ITEM E CONTINUED: Attorney Fumero read proposed Resolution No. 2020-14 by title only as follows: **“A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OKEECHOBEE, FLORIDA EXTENDING THE PUBLIC HEALTH EMERGENCY DUE TO CORONAVIRUS DISEASE 2019 (COVID-19) THROUGH NOVEMBER 3, 2020; PROVIDING AN EFFECTIVE DATE.”**

**VOTE: Ayes-Mayor Watford, Council Members Abney, Clark, Jarriel, and Keefe. Nays-none. Motion Carried.**

- F. ITEM ADDED TO AGENDA. Administrator MontesDeOca explained that the Memorandum of Understanding (MOU) for animal control services with Okeechobee County and Sheriff, will sunset on September 30, 2020 [as provided in Exhibit 10]. A MOU has been adopted by the County with the Sheriff's Office. In order for these services to continue to be provided to the City, a new MOU is required with the Sheriff's Office. After a brief discussion, **the consensus of the Council was to move forward with negotiations of a new MOU with the County Sheriff's Office for animal control services, as well as research alternative sources.** The Council also requested the Administrator to email them the monthly animal control services reports provided from the County.

#### VIII. COUNCIL COMMENTS

Council Member Keefe was provided an update on the Request For Qualifications for Professional Landscape Architect Services, which will be advertised in the September 23, 2020, Okeechobee News.

Council Member Clark questioned whether the City was going to move forward with creating a separate citizen board for the revitalization of FLAGLER Park. Administrator MontesDeOca explained this project falls under the purview of the Design Review Board (DRB). After a brief discussion pertaining to the DRB's responsibilities as the Planning Board/Board of Adjustments, the Administrator was tasked with ensuring the creation of a separate appointed committee be on the next meeting agenda.

Council Member Clark provided a brief update on her brother, and thanked everyone for the continued prayers and best wishes.

- IX. There being no further items on the agenda, Mayor Watford adjourned the meeting at 8:24 P.M. The next regular meeting is scheduled for October 6, 2020, at 6:00 P.M.

ATTEST:

---

Dowling R. Watford, Jr., Mayor

---

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, 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. City Clerk media are for the sole purpose of backup for official records of the Clerk.



**CITY OF OKEECHOBEE**  
**55 SE THIRD AVENUE**  
**OKEECHOBEE, FL 34974**  
Phone: (863) 763-3372  
www.cityofokeechobee.com

*Okeechobee City Council*  
Mayor Dowling R. Watford, Jr.  
Wes Abney  
Monica Clark  
Bob Jarriel  
Bobby Keefe

TO: CAS Governmental Services, LLC.  
P. O. Box 35  
36910 3<sup>rd</sup> Street  
Canal Point, Florida 33438

FROM: City of Okeechobee  
55 SE 3<sup>rd</sup> Avenue  
Okeechobee, Florida 34964

**Letter of Understanding**  
**Relating to Extension to Current Legislative Services Agreement**

This Letter of Understanding amends the compensation section of the existing City of Okeechobee (City) Agreement with CAS Governmental Services, LLC (CASGS) which will now include a 'not-to-exceed' provision.

**The following is hereby agreed:**

Upon execution of this Letter of Understanding, the Date of Services and Compensation provision of the current agreement between the City and CASGS shall be extended and revised for one additional year and incorporate the 'not-to-exceed' provision wherein it is understood and agreed that CASGS total billable expenses and retainer fees to the City for services rendered in the fiscal year October 1, 2020 through September 30, 2021 shall not exceed Eighteen Thousand Dollars (\$18,000). All other aspects of the existing Agreement remain as agreed.

FOR: THE CITY OF OKEECHOBEE:

\_\_\_\_\_  
Signature

Marcos Montes De Oca  
City Administrator  
\_\_\_\_\_  
Printed Name and Title

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

FOR: CAS GOVERNMENTAL SERVICES, LLC:

  
\_\_\_\_\_  
Signature

M. Dale Milita, President  
\_\_\_\_\_  
Printed Name and Title

Date: 9-30-2020

## RESOLUTION NO. 2020-15

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OKEECHOBEE, FLORIDA URGING CONGRESS TO RECOGNIZE AND WORK TO ACHIEVE BROADBAND ACCESS AND AFFORDABILITY; SUPPORTING INCLUSION OF BROADBAND INFRASTRUCTURE IN FEDERAL INFRASTRUCTURE INVESTMENTS; AND AFFIRMING SUPPORT FOR LOCAL CONTROL OF BROADBAND INFRASTRUCTURE SITING; PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, broadband infrastructure has become an economic necessity for Florida municipalities, driving education, health care, public safety, economic growth and operating efficiency in a 21st century economy; and

**WHEREAS**, sufficient broadband infrastructure has become increasingly necessary to support all forms of infrastructure, from smart-meter electrical grids and connected traffic management networks to sensor-enabled water and sewer systems; and

**WHEREAS**, robust broadband is needed to support the deployment of advances in smart city technologies as well as autonomous vehicles and unmanned aerial systems (drones); and

**WHEREAS**, a competitive and sustainable broadband industry is driving innovations, community and economic development, educations, health care and government services; and

**WHEREAS**, millions of American workers, students and patients staying home to help combat the novel coronavirus (COVID-19) highlights the importance of broadband infrastructure and connectivity for the transition to remote workforce, education and health care systems; and

**WHEREAS**, access to broadband can increase residential property values, increase commercial business activity and spur viable employment options in isolated communities; and

**WHEREAS**, universal access to affordable broadband should be considered essential infrastructure that contributes to economic health and survival of communities across Florida; and

**WHEREAS**, the availability and adoption of quality broadband service can vary dramatically from one neighborhood to another, even in heavily populated urban areas; a substantial number of individuals in poor and rural communities have limited internet access; and where broadband access is limited, citizens have limited access to information, education and tools for economic independence; and

**WHEREAS**, historically, local governments have ensured access to essential services not offered by the private sector by banding together to provide those services at a reasonable and competitive cost; and

**WHEREAS**, attempts continue to be made to limit or stop further local government deployment of municipal broadband services, which has the potential of reducing the ability of local government to provide important information and services to their citizens in a timely, efficient and cost-effective manner; and

**WHEREAS**, local governments should not be preempted by the federal or state government from being able to offer broadband services, high-speed internet and other communications services that could advance the deployment of broadband throughout our nation; and

**WHEREAS**, the Federal Communications Commission (FCC) has enacted regulations that substantially limit the traditionally held authority of local governments over the placement of wireless infrastructure and local governments' ability to assess fair compensation to taxpayers for use of public property, subsidizing wireless carriers' development while undermining local efforts to expand broadband access; and

**WHEREAS**, the economic health of municipalities depends on public and private investment to connect their communities; and

**WHEREAS**, the Coronavirus Aid, Relief, and Economic Security (CARES) Act includes funding for the transition to remote life among its many relief provisions with specific funding for broadband connections, distance learning, telehealth and telework including \$100 million to the U.S. Department of Agriculture's Rural Utility Service (RUS) for its Reconnect Pilot Program, which provides grants for the costs of construction, improvement or acquisition of facilities and equipment needed to provide broadband service in eligible rural areas.

**NOW, THEREFORE**, be it resolved by the City Council of the City of Okeechobee:

**Section 1:** The City of Okeechobee urges the federal government to prioritize efforts to provide affordable and competitively priced broadband access; provide appropriate standards for broadband speed, reliability and connectivity that allow Floridians to compete in the global economy; and open more opportunities to deliver robust services more economically and universally.

**Section 2:** The City of Okeechobee urges Congress and the FCC to protect traditionally held authority of local governments over the placement of wireless infrastructure.

**Section 3:** The City of Okeechobee urges Congress to support policies that promote municipal broadband, preserve the authority of local governments to act in the interest of their citizens by offering high speed internet and other communications services, and preempt states from barring local governments from offering such services in their communities.

**Section 4:** The City of Okeechobee urges Congress to include and incorporate federal investment in broadband in any federal infrastructure proposal to strengthen the nation's infrastructure network while promoting economic development in our municipalities.

**Section 5:** The City of Okeechobee calls on the FCC to examine all best practices and potential obstacles to expanded broadband deployment and adoption including obstacles created by federal or industry practices that stymie local and consumer efforts to expand broadband access.

**Section 6:** The City Clerk of the City of Okeechobee is hereby directed to send copies of this Resolution to President Donald Trump, the Florida Congressional Delegation, the National League of Cities, and the membership of the City of Okeechobee.

**Section 7:** This Resolution shall become effective immediately upon adoption.

**INTRODUCED and ADOPTED** by the City Council of the City of Okeechobee, Florida, on this 6<sup>th</sup> day of October, 2020.

---

Dowling R. Watford, Jr., Mayor

**ATTEST:**

---

Lane Gamiotea, CMC, City Clerk

**REVIEWED FOR LEGAL SUFFICIENCY:**

---

John J. Fumero, City Attorney

**RESOLUTION NO. 2020-16**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OKEECHOBEE, FLORIDA; RECOGNIZING THE WEEK OF OCTOBER 19 THROUGH 25, 2020, AS "FLORIDA CITY GOVERNMENT WEEK" AND ENCOURAGING ALL FLORIDA CITY OFFICIALS TO SUPPORT THIS CELEBRATION BY PARTICIPATING IN THE "MY CITY: I'M PART OF IT, I'M PROUD OF IT!" ACTIVITIES; PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, city government is the government closest to the people and the one with the most direct daily impact upon its residents; and

**WHEREAS**, municipal government provides services and programs that enhance the quality of life for residents, making their city their home; and

**WHEREAS**, city government is administered for and by its citizens and is dependent upon public commitment to and understanding of its many responsibilities; and

**WHEREAS**, city government officials and employees share the responsibility to pass along the understanding of the services provided by cities and their benefits; and

**WHEREAS**, city governments have remained vigilant in monitoring and informing residents on the impact of the coronavirus and relevant municipal resources; and

**WHEREAS**, Florida City Government Week is a very important time to recognize the significant role played by city government in our lives and to spread the word to all Floridians that they can shape and influence this level of government; and

**WHEREAS**, the Florida League of Cities and its member cities have joined together to teach students and other citizens about municipal government through a variety of activities.

**NOW, THEREFORE**, be it resolved by the City Council of the City of Okeechobee:

**Section 1:** The City of Okeechobee encourages all City officials, City employees, school officials, and citizens to participate in events that recognize and celebrate Florida City Government Week.

**Section 2:** The City of Okeechobee supports and encourages all city governments to promote, sponsor and participate in My City: I'm Part of It, I'm Proud of It!

**Section 3:** The City Clerk of the City of Okeechobee is hereby directed to send copies of this Resolution to Florida Governor Ron DeSantis, the Florida Cabinet, the Florida School Boards Association, and the membership of the City of Okeechobee.

**Section 4:** This Resolution shall become effective immediately upon adoption.

**INTRODUCED and ADOPTED** by the City Council of the City of Okeechobee, Florida, on this 6<sup>th</sup> day of October, 2020.

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

**ATTEST:**

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

**REVIEWED FOR LEGAL SUFFICIENCY:**

\_\_\_\_\_  
John J. Fumero, City Attorney

## **RESOLUTION NO. 2020-17**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OKEECHOBEE, FLORIDA, REQUESTING THAT CONGRESS PASS LEGISLATION PROVIDING DIRECT FUNDING ASSISTANCE TO ALL MUNICIPALITIES TO HELP MITIGATE EXPENDITURES AND CURRENT AND FUTURE LOSSES AS A RESULT OF THE NOVEL CORONAVIRUS (COVID-19) PANDEMIC; PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the COVID-19 pandemic is an extraordinary time for the nation and the world, and it has significantly altered the normal day-to-day life of most Floridians; and

**WHEREAS**, since Florida cases of the Coronavirus were first reported, Florida's cities, towns and villages have been continuously working to respond to the needs of their residents and businesses; and

**WHEREAS**, Florida municipalities have been coordinating efforts among first responders, local health care professionals, and county and state partners as they work together to combat this pandemic; and

**WHEREAS**, Florida municipalities have been taking extraordinary measures to both limit the spread of COVID-19 and support local businesses, all while keeping the health and safety of their residents at the forefront of their efforts; and

**WHEREAS**, municipalities have been utilizing general revenues and implementing innovative and effective programs to deliver targeted relief such as mini grants, fee reductions and utility bill assistance to residents and small businesses needing help; and

**WHEREAS**, the fiscal consequences of COVID-19 are unprecedented, and municipalities are now facing financial shortfalls while maintaining essential services for their residents and businesses; and

**WHEREAS**, Congress has passed several stimulus packages to provide relief to individuals and businesses facing enormous challenges as a result of COVID-19; and

**WHEREAS**, the Coronavirus Aid, Relief, and Economic Security (CARES) Act provided direct federal relief to local governments with a minimum population of 500,000, which applied to only one Florida municipality; and

**WHEREAS**, Congress has not provided any direct funding to Florida's municipalities with a population under 500,000 to help mitigate the devastating and unexpected fiscal and employment impacts this pandemic has caused; and

**WHEREAS**, on June 10, 2020, Governor Ron DeSantis announced Florida's plan to disburse up to \$1.275 billion in CARES Act funds to counties with a population below 500,000 and recommended that counties share funds with municipalities within their jurisdictions, but these funds are not guaranteed nor directly available to municipalities; and

**WHEREAS**, municipalities are a key component to accelerating Florida's economic recovery and providing a climate that will help businesses thrive, attract visitors from all over the world and enhance the quality of life that the citizens of Florida expect and deserve.

**NOW, THEREFORE**, be it resolved by the City Council of the City of Okeechobee:

**Section 1:** The City of Okeechobee urges Congress to pass direct federal funding assistance to all municipalities that will help rebuild and restore the economic health of our nation by restoring the economic health of our municipalities.

**Section 2:** The City of Okeechobee also urges Congress to support S. 3742 by Senators Cory Booker (D-NJ), Steve Daines, (R-MT) and Patty Murray (D-WA) and H.R. 6907 by Representatives Daniel Kildee (D-MI-5), Brian Fitzpatrick (R-PA-5), Dwight Evans (D-PA-3) and Fred Upton (R-MI-6) titled the RELIEF for Main Street Act. This bi-partisan legislation would allocate direct funding assistance to municipalities, counties and states to provide local relief and recovery funds for small businesses within their jurisdictions.

**Section 3:** The City Clerk of the City of Okeechobee is hereby directed to send copies of this Resolution to the Florida Congressional Delegation, and the membership of the City of Okeechobee.

**Section 4:** This Resolution shall become effective immediately upon adoption.

**INTRODUCED and ADOPTED** by the City Council of the City of Okeechobee, Florida, on this 6<sup>th</sup> day of October, 2020.

---

Dowling R. Watford, Jr., Mayor

**ATTEST:**

---

Lane Gamiotea, CMC, City Clerk

**REVIEWED FOR LEGAL SUFFICIENCY:**

---

John J. Fumero, City Attorney



**AGREEMENT BETWEEN  
THE OKEECHOBEE COUNTY SCHOOL BOARD, OKEECHOBEE FLORIDA  
AND  
THE CITY OF OKEECHOBEE, FLORIDA  
FOR THE 2020-2021 SCHOOL RESOURCE OFFICER PROGRAM (SRO)**

**THIS AGREEMENT**, made and entered into this 1<sup>st</sup> day of October 2020, by and between **THE OKEECHOBEE COUNTY SCHOOL BOARD, OKEECHOBEE, FLORIDA**, (hereinafter referred to as the "SCHOOL BOARD"), and **THE CITY OF OKEECHOBEE, FLORIDA**, (hereinafter referred to as the "CITY");

**WITNESSETH:**

**WHEREAS**, the SCHOOL BOARD and the CITY desire to provide Law enforcement, counseling, and law-related educational service programs to the schools of Okeechobee County as defined in Florida Statutes (F.S.) 1006.12; and

**WHEREAS**, an SRO Program has been proposed for the school system of Okeechobee, Florida as hereinafter described; and

**WHEREAS**, the SCHOOL BOARD and the CITY recognize the potential outstanding benefits of the SRO Program to the citizens of Okeechobee County, Florida, and particularly to the students of the school system of Okeechobee County, Florida; and

**WHEREAS**, it is in the best interest of the SCHOOL BOARD, the CITY, and the citizens of Okeechobee County to establish this program.

**NOW THEREFORE**, in consideration of the mutual promises and covenants herein contained, the SCHOOL BOARD and the CITY hereby agree as follows:

**ARTICLE I: SCOPE OF SERVICES**

An SRO Program is hereby established in the school system of Okeechobee County, Florida for ten (10) months as follows:

- A.** Elementary School Staffing - One Officer per school (1)
- B.** Freshman Campus- One Officer (1)

**ARTICLE II: RIGHTS AND DUTIES OF THE CITY**

The CITY shall provide SROs as follows:

- A.** Number of SROs:
  - 1.** The CITY shall assign two (2) regularly employed SROs to the SCHOOL BOARD of Okeechobee County, Florida, to work designated schools as agreed upon between both parties.



## **B. Regular Duty Hours of SROs**

1. Each SRO shall be assigned to a school on a full-time basis of eight (8) hours on those days that the school is in session. The work hours shall be determined by the school principal and CITY's Office supervisor. The SRO may be temporarily reassigned by the CITY or his/her designee during school holidays, vacations or during a period of any police emergency.

## **C. Duties of School Resource Officers as defined in F.S. 1006.12:**

1. SRO shall abide by SCHOOL BOARD policies and school rules and shall consult with and coordinate activities through the school principal. The SRO shall be responsible to the Law enforcement agency in all matters relating to employment.

Activities conducted by the School Resource Officer, which are part of the regular instructional program of the school, shall be under the direction of the principal. This relationship will not be delegated.

2. The SRO will comply with all applicable Federal and State Civil Rights, Anti-Discrimination and Anti-Bullying laws and regulations including but not limited to Title VI and VII, Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973 as amended (Non-Discrimination against the Handicapped), and Americans with Disabilities Act. In addition, the SRO will comply with the requirements of Florida Statute 1012.465 (the Jessica Lunsford Act). It is expressly understood that upon receipt of competent and persuasive evidence of such discrimination/bullying, the SCHOOL BOARD shall have the right to terminate this Agreement for breach. (Board Policies 3.33, 5.321, and 6.43)
3. Perform law enforcement functions within the school setting.
4. Identify and prevent, through counseling and referral, delinquent behavior, including substance abuse.
5. Foster a better understanding of the law enforcement function.
6. Develop positive concepts of law enforcement.
7. Develop a better appreciation of citizen rights, obligations, and responsibilities.
8. Provide information about crime prevention.
9. Provide assistance and support for crime victims identified within the school setting, including abused children.
10. Promote positive relations between students and law enforcement officers.
11. Enhance knowledge of the fundamental concepts and structure of law.
12. The SRO shall make himself/herself available for conferences with students, parents, and faculty members in order to assist them with problems. When in a counseling capacity, the SRO will be subject to all confidentiality issues pursuant to Chapter 39, F.S. and confidentiality rules and ethics as accepted and defined in state laws and professional

standards. The duty must be approved by the unit supervisor.

- 13.** The SRO shall become familiar with all community agencies which offer assistance to youths and their families, such as, mental health clinics, drug treatment centers, etc. The SRO shall make referrals to such agencies, when necessary, thereby acting as a resource person to the students, faculty, and staff of the school.
- 14.** The SRO shall develop expertise in presenting various subjects to the students.
- 15.** The SRO shall assist the principal in developing plans and strategies to prevent and/or minimize dangerous situations which may result from student unrest and emergency situations.
- 16.** Should it become necessary to conduct formal police interviews with the students, the SRO shall adhere to rules and guidelines set forth in the Florida State Statutes.
- 17.** The SRO shall take law enforcement action as required. As soon as practicable, the SRO shall make the principal of the school aware of such action. At the principal's request, the SRO shall take appropriate law enforcement action against intruders and unwanted guests or individuals who have committed a crime or delinquent act that poses a threat to school safety who may appear at the school or related school functions.
- 18.** The primary function of the SRO is a campus Law Enforcement Officer and includes enforcement of items listed in this document pursuant to F.S. 1006.12. The SRO shall give assistance to other police and deputies in matters regarding his/her school assignment, whenever necessary. The SRO will also act, when necessary, as a liaison between his/her school and other government agencies (i.e., law enforcement, DCF, State Attorney, etc.).
- 19.** The SRO will submit reports and statistical data, as necessary.
- 20.** The SRO shall not act as a school disciplinarian, as disciplining students is a school responsibility. SRO are not to be used for regularly assigned lunchroom duties, security posts, hall monitors, truancy, or other monitoring duties. If there is a problem area, the SRO may assist the school until the problem is solved.
- 21.** When an SRO is required to perform duties outside the school, (i.e., court, training, depositions, vacation. Etc.), coverage will be provided.
- 22.** The SRO, or other assigned law enforcement personnel, may provide security at SCHOOL BOARD meetings and campus functions beyond the school day when students, parents and the public are present.
- 23.** The SRO will participate in Active Assailant/Emergency Drills.
- 24.** The SRO will, along with a SCHOOL BOARD employee, participate in the Crime Watch Programs.
- 25.** The SRO will participate in school-based threat assessment teams.
- 26.** The SRO will perform his/her duties in CITY's Office duty uniform. Civilian clothes may be

worn with the approval of the unit supervisor.

27. All violations of the law will be reported to the school's resource officer by all school personnel.

28. All SROs and the Law Enforcement Supervisor will meet with their assigned principal and together they will develop an operational plan to work in harmony with guidelines set forth within this document which will determine the focus of the SRO Program at their respective school.

### **ARTICLE III: RIGHTS AND DUTIES OF THE SCHOOL BOARD**

The SCHOOL BOARD shall provide to the full-time SRO the following materials and facilities which are deemed necessary for the performance of their duties.

A. A secure and private office located as close to the principal's office as possible. The SRO will be the only one assigned to the office due to the sensitive and confidential information maintained within. The office will be voice secure for purposes of interviews and counseling. The office will contain the following materials and equipment.

1. Desk and chair
2. 4-drawer legal locking file cabinet
3. 2 visitor chairs for counseling and interviews
4. Office supplies as requested
5. A computer, Internet access, email, and secretarial assistance
6. A safe
7. It is imperative that SRO's be able to communicate with school personnel on their radio frequencies. If the SRO's primary school is utilizing a frequency band not compatible with the SRO's issued radio, the school will provide the SRO with a radio.

B. All school personnel shall report to the SRO any acts that pose a threat to school safety, whether committed by a student or adult. The disposition of each reported incident shall be properly documented.

### **ARTICLE IV: FINANCING OF THE SCHOOL RESOURCE OFFICER PROGRAM**

A. The SCHOOL BOARD and the CITY agree to share in the overall costs associated with the School Resource Officer Program. Exceptions involve grant provisions for the next three years. It is agreed that the Okeechobee County SCHOOL BOARD will pay the CITY \$95,110 for the budget year 2020-2021. Payment shall be made in quarterly installments pursuant to billing submitted to the SCHOOL BOARD by the CITY. The amount funded will be negotiated each year prior to July 1<sup>st</sup>. This payment will cover the two (2) SROs provided by the CITY.

B. Any vehicle or equipment purchased, leased, rented, or donated to the CITY for use in the SRO Program shall become an asset of the CITY and; therefore, will be subject to CITY's regulations, and policy governing use.

C. Once the vehicle or equipment has been designated for use by the SRO, it will be used expressly by the designated SRO or the SRO unit.

## **ARTICLE V: EMPLOYMENT STATUS OF SCHOOL RESOURCE OFFICER**

SRO shall remain employees of the CITY and shall not be employees of the SCHOOL BOARD. The SCHOOL BOARD and the CITY acknowledge that the SRO shall remain responsive to the chain of command of the CITY OF OKEECHOBEE FLORIDA.

## **ARTICLE VI: APPOINTMENT AND TRAINING OF SRO**

- A. Appointment of SRO will be made solely by the CITY in accordance with CITY's Office policy with input from the school principal.
- B. All SROs will receive a minimum of 40 hours of training as determined by the SRO supervisor and school personnel.
- C. The SCHOOL BOARD of Okeechobee recognizes that within the total payment amount, a sum of \$600 per SRO is earmarked for annual School Resource Officer training.

## **ARTICLE VII: DISMISSAL OF SCHOOL RESOURCE OFFICER: REPLACEMENT**

- A. In the event the principal of the school to which the SRO is assigned feels that the particular SRO is not effectively performing his/her duties and responsibilities, as outlined in F.S. 1006.12, the principal shall recommend to the CITY, or designee, that the SRO be removed and shall state the reasons in writing.
  - 1. If the CITY so desires, the principal shall meet with the SRO and his/her immediate supervisors to mediate or resolve any problems which may exist. At such meeting, specified members of the staff of the school, to which SRO is assigned, may be required to be present. The CITY or supervisor may call for mediation to resolve any disputes.
  - 2. If, within a reasonable amount of time after commencement of such mediation, the problem cannot be resolved or mediated, then the SRO may be removed from the program at the school and replaced with another qualified SRO in accordance with Article VI.
- B. The CITY may dismiss or reassign an SRO based upon agency rules and regulations.
- C. In the event of the resignation, dismissal, or reassignment of an SRO, or in the case of long-term absences by an SRO, the CITY will provide a temporary or permanent relief, as soon as possible.

## **ARTICLE VIII: SRO SCHEDULE**

- A. An SRO will be assigned to each school designated in Article I from the beginning of the school year to the end of the school year.
- B. An SRO may be assigned to the summer school session from the beginning to the end of the session.
- C. The SRO will perform his/her duties at his/her assigned campus under normal conditions. The SRO may flex his/her time to compensate for hours worked, if approved by the unit supervisor.

## **ARTICLE IX: HOLD HARMLESS AGREEMENT**

The CITY agrees to defend, indemnify, and hold the SCHOOL BOARD, its employees, and agents harmless from any claim, demand, suit, loss, cost, expense, or damage which may be asserted, claimed, or recovered against or from the SCHOOL BOARD, its agents or employees by reason of any damage to property or personal injury including death sustained by any persons whomsoever, and which damage, injury, or death arises out of, or is incident to, or in any way connected with, the performance of this agreement and the performance by SRO's in their law enforcement duties.

## **ARTICLE X: TERMINATION OF AGREEMENT**

This Agreement may be terminated by either party upon a sixty (60) day written notice that any other party has failed to substantially perform in accordance with the terms and conditions of this Agreement. This Agreement may be terminated without cause by either party upon a ninety (90) day written notice. Termination of the Agreement may only be accomplished as provided herein. In the event this Agreement is terminated, compensation will be made to the CITY for all services performed to the date of termination. The SCHOOL BOARD shall be entitled to prorated refund for that period of time when SRO services are not provided because of termination of this Agreement.

## **ARTICLE XI: GOOD FAITH**

The SCHOOL BOARD, the CITY, their agents, and their employees agree to cooperate in good faith in fulfilling the terms of this Agreement. Unforeseen difficulties or questions will be resolved by negotiation between the Superintendent's Office and the CITY.

## **ARTICLE XII: MODIFICATION**

This document constitutes the full understanding of the parties and no terms, conditions, understandings or agreements purporting to modify or vary the terms of this document shall be binding unless hereafter made in writing and signed by the party to be charged.

## **ARTICLE XIII: NON ASSIGNMENT**

This Agreement, and each and every covenant herein, shall not be capable of assignment unless the express written consent of the SCHOOL BOARD and the CITY is obtained.

## **ARTICLE XIV: MERGER**

This Agreement constitutes a final written expression of all the terms of this Agreement and is a complete and exclusive statement of those terms.

## **CONTRACTOR'S DUTIES REGARDING PUBLIC RECORDS**

### **(A) Compliance with Florida Laws**

Contractor must provide public access to all records concerning this Contract according to applicable Florida laws including Chapter 119, F.S. If Contractor asserts any exemptions to Florida's public records laws, Contractor has the burden of establishing and defending the exemption.

(B) Recordkeeping and Public Access

Under F.S. 119.0701(3)(a), a request to inspect or copy public records relating to a School District contract for services must be made directly to the School District. In addition, Contractor must: (1) keep and maintain public records required by the School District in order to perform the service; (2) upon request from the School District's custodian of public records, provide the School District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by law; (3) 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 records to the School District; and (4) transfer, at no cost, to the School District, all public records in possession of the Contractor or keep and maintain public records required by the School district to perform the service. If the Contractor transfers all public records to the School District 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 of retaining the public records. All records stored electronically must be provided to the School District upon request from the School District's custodian of public records, in a format that is compatible with the information technology systems of the School District. At the conclusion of the Contract' with the School District, Contractor shall provide to the School District all electronic records associated with this Contract on electronic media (CD-ROM or USB flash drive).

**(C) IF THE CITY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, F.S., TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT TELEPHONE NUMBER 863-462-5000x1026, EMAIL ADDRESS kenworthyk@okee.k12.fl.us AND MAILING ADDRESS: 700 S.W. Second Avenue, Okeechobee, Florida 34974.**

**IN WITNESS WHEREOF**, the parties have caused this Agreement to be signed by their duly authorized officers.

**AS TO THE CITY:**

**ATTEST:**

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

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

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

**REVIEWED FOR LEGAL SUFFICIENCY:**

\_\_\_\_\_  
John J. Fumero, City Attorney

**AS TO THE SCHOOL BOARD:**

\_\_\_\_\_  
Ken Kenworthy, Superintendent

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

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
OKEECHOBEE COUNTY  
AND  
THE CITY OF OKEECHOBEE  
FOR THE ADMINISTRATION OF TRAFFIC CONTROL  
PREEMPTION**

This Memorandum of Understanding (hereinafter "MOU") is made and entered into effective the \_\_\_\_ day of \_\_\_\_\_, 2020, between **OKEECHOBEE COUNTY**, a political subdivision of the State of Florida (hereinafter the "COUNTY") and the **CITY OF OKEECHOBEE**, a municipal corporation in the state of Florida (hereinafter the "CITY").

**WHEREAS**, the COUNTY and the CITY are political subdivisions of the State of Florida, having a responsibility to provide certain services to benefit the citizens of Okeechobee County and the City of Okeechobee; and

**WHEREAS**, the COUNTY provides fire and emergency services within both the county and the incorporated limits of the city; and

**WHEREAS**, the COUNTY has fire rescue stations within the City of Okeechobee; and

**WHEREAS**, the CITY agrees that the COUNTY sometimes needs to preempt the traffic control devices of the CITY for the purpose of swift and efficient movement of fire and rescue vehicles; 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 operation and management of traffic signal preemption and to provide predictability for the parties.

**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 COUNTY 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. **County's Responsibilities.** During the Term of this MOU, the COUNTY's responsibilities shall be as follows:
  - a. to procure a contractor or vendor chosen by the COUNTY to perform the installation and maintenance services as needed, to the extent that such installation and maintenance cannot reasonably be performed by the parties, the cost of which shall be entirely borne by the COUNTY, except where the equipment is installed on CITY vehicles;
  - b. to procure all preemption equipment to be installed in CITY maintained traffic signals, including installation at the COUNTY's expense;
  - c. to ensure that the contractor or vendor installing the preemption equipment in CITY maintained traffic signals holds proper International Municipal Signal Association (IMSA) certification appropriate to the work being performed and/or the preemption equipment manufacturer;
  - d. to provide the CITY with written documentation of Florida Department of Transportation (FDOT) approval for the installation of the traffic signal preemption equipment to be installed in CITY maintained FDOT owned traffic signals;
  - e. to ensure that all traffic signal preemption installed in CITY maintained signals is included in the current FDOT APL Traffic Equipment Contract at the date of purchase;
  - f. to replace any traffic signal preemption equipment installed by the COUNTY that fails or becomes obsolete, including installation at COUNTY's expense;
  - g. to ensure that the preemption equipment installed by the COUNTY at the intersection of State Road 70 and U.S. Highway 441 is compatible with the preemption equipment currently installed;
  - h. to install the preemption equipment purchased by the CITY fire department vehicles;
  - i. to ensure that the contractor or vendor procured by the COUNTY is properly insured;
  - j. to troubleshoot problems that arise between the preemption equipment and equipment installed on the CITY fire department vehicles; and
  - k. to provide any troubleshooting and maintenance beyond the basic level provided by the City and the COUNTY's expense.
3. **City's Responsibilities.** During the Term of this MOU, the CITY's responsibilities shall include the following:
  - a. to allow the COUNTY or its contractor or vendor to install preemption equipment at the intersections of Highway 441 and State Road 70 and Highway 441 and South 21<sup>st</sup> Street, as well as other intersections or signals that the COUNTY and the CITY jointly agree to in the future;
  - b. to provide employees for training by the COUNTY's procured vendor or contractor for troubleshooting the system and equipment and performing basic maintenance and repairs not requiring the replacement of equipment;



- c. to troubleshoot system and equipment failures and make repairs when repairs can be done within the CITY employees' training and reasonable capabilities; and
  - d. to contract with the COUNTY's procured contractor or vendor to repair equipment installed in CITY vehicles.
- 4. Both Parties' Responsibilities.
  - a. 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 COUNTY and the 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 August 1, 2020, and ending July 31, 2021, unless terminated earlier in accordance with its terms. The MOU may be renewed annually for as long as the parties mutually agree to renew. However, the COUNTY shall continue to maintain the preemption equipment installed in CITY-maintained traffic signals for the life of the equipment or until the COUNTY removes such equipment.
  - 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.
  - d. Upon termination, the COUNTY shall be responsible for the removal of any traffic signal preemption equipment deemed necessary by the CITY at the COUNTY's expense.

**6. Records.**

- a. Both parties shall comply with the public records provisions of Chapter 119, Florida Statutes. Should either party assert any exemptions to the requirements of Chapter 119 and related law, the burden of establishing such exemption, by way of injunctive or other relief as provided by law, shall be upon the party asserting the exemption. Failure by either party to comply with the provisions of Chapter 119, Florida Statutes shall be grounds for immediate unilateral cancellation of this MOU by other party.
- b. **IF THE CITY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE SHERIFF'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, ROBBIE L. CHARTIER, COUNTY ADMINISTRATOR, AT 863-763-6441, EXT 1; publicrecords@co.okeechobee.fl.us; MAILING ADDRESS: 304 NW 2nd Street, ROOM 123, OKEECHOBEE, FL 34972.**

**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 COUNTY:      County Administrator  
                                 304 NW 2nd Street, Room 123  
                                 Okeechobee, FL 34972

To the CITY:            City Administrator  
                                 55 SE 3rd Avenue  
                                 Okeechobee, FL 34974

**10. 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. The CITY recognizes that any representations, statements, or negotiations made by the County staff do not suffice to legally bind the COUNTY in a contractual relationship unless they have been reduced to writing, authorized, and signed by the authorized County representatives.
- 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 COUNTY'S or 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 COUNTY or the CITY to be sued by third parties in any matter arising out of this MOU.

OKEECHOBEE COUNTY BOARD OF  
COUNTY COMMISSIONERS

By:   
TERRY W. BURROUGHS, CHAIRMAN  
Date: 09/24/2020

ATTEST:

\_\_\_\_\_  
SHARON ROBERTSON, CLERK OF THE  
CIRCUIT COURT AND COMPTROLLER  
OKEECHOBEE COUNTY, FLORIDA

CITY OF OKEECHOBEE

\_\_\_\_\_  
WITNESS By: \_\_\_\_\_  
DOWLING R. WATFORD, JR, MAYOR  
Date: \_ \_ \_ \_ \_

\_\_\_\_\_  
WITNESS