



CITY OF OKEECHOBEE

55 SE THIRD AVENUE
OKEECHOBEE, FL 34974

MAY 19, 2026

6:00 PM

LIST OF EXHIBITS

Mayor

Dowling R. Watford, Jr.

Vice Mayor

Monica Clark

Council Members

Noel Chandler

Bob Jarriel

David McAuley

Exhibit 1	May 5, 2026, Minutes
Exhibit 2	April 2026 Warrant Register
Exhibit 3	Prime Contract Change Order #001 and #002
Exhibit 4	Okeechobee Main Street Labor Day Festival Permit
Exhibit 5	Okeechobee Main Street Summer Concert Series Permit
Exhibit 6	Resolution No. 2025-05
Exhibit 7	Local Government Cybersecurity Grant Agreement
Exhibit 8	Collection of Impact Fees Interlocal Agreement



CITY OF OKEECHOBEE, FLORIDA
MAY 5, 2026, REGULAR CITY COUNCIL MEETING
DRAFT MINUTES

I. CALL TO ORDER

Mayor Watford called the regular meeting of the City Council for the City of Okeechobee to order on May 5, 2026, at 6:00 P.M. in the City Council Chambers, located at 55 Southeast 3rd Avenue (AVE), Room 200, Okeechobee, Florida (FL). The invocation was offered by Pastor Don Hanna of the First Methodist Church; followed by the Pledge of Allegiance led by Council Member Chandler.

II. ATTENDANCE

City Clerk Lane Gamiotea called the roll. Members physically present to establish a quorum: Mayor Dowling R. Watford, Jr., Vice Mayor Monica M. Clark, Council Members Noel A. Chandler, Robert "Bob" Jarriel, and David R. McAuley.

III. AGENDA AND PUBLIC COMMENTS

- A. There were no modifications made to the published agenda, although Exhibits 9 and 10 were added and noted with their item.
- B. Motion by Council Member Jarriel, seconded by Council Member McAuley to adopt the agenda as published.
Motion Carried Unanimously.
- C. No comment cards were received for public participation for issues not on the agenda.

IV. PROCLAMATIONS

- A. Mayor Watford proclaimed the month of May 2026 as Building Safety Month, **Exhibit 1**. The Proclamation was presented to Mr. Jeffery Newell, City Building Official, and read into the record as follows: **"Whereas, the City of Okeechobee is committed to recognizing that our growth and strength depends on the safety and essential role our homes, buildings, and infrastructure play, both in everyday life and when disasters strike; and Whereas, our confidence in the resilience of these buildings that make up our community is achieved through the devotion of vigilant guardians: building safety and fire prevention officials, architects, engineers, builders, tradespeople, design professionals, laborers, plumbers, and others in the construction industry, who work year round to ensure the safe construction of buildings; and Whereas, these guardians are dedicated members of the International Code Council, a nonprofit that brings together local, state, territorial, tribal, and federal officials who are experts in the built environment to create and implement the highest quality codes and standards to protect us in the buildings where we live, learn, work, and play; and Whereas, these modern building codes and standards include safeguards to protect the public from hazards such as hurricanes, snowstorms, tornadoes, wildfires, floods, and earthquakes; and Whereas, Building Safety Month is sponsored by the International Code Council to remind the public about the critical role of our communities' largely unknown protectors of public safety, our local code officials, who assure us of safe, sustainable, and affordable buildings that are essential to our prosperity; and Whereas, Built to Last, the theme for Building Safety Month 2026, encourages us all to get involved and raise awareness about building safety on a personal, local, and global scale; and Whereas, each year, in observance of Building Safety Month, people all over the world are asked to consider the commitment to improve building safety, resilience, and economic investment at home and in the community, and to acknowledge the essential service provided to all of us by local and state building departments, fire prevention bureaus, and federal agencies in protecting lives and property. Now, Therefore, I, Dowling R. Watford, Jr., by virtue of the authority vested in me as Mayor of the City of Okeechobee, FL, do hereby proclaim the month of May 2026 as Building Safety Month and encourage our citizens to join us as we participate in Building Safety Month activities."**
- B. Mayor Watford proclaimed the week of May 6 through 12, 2026, as National Nurses Week, **Exhibit 2**. The Proclamation was presented to Ms. Lisa Rivera, Dean of Nursing of the Fortis Institute, HCA Florida Raulerson Hospital Chief Executive Officer Mr. Alex Masmela, Chief Nursing Officer Ms. Dorothy Watson and nurses Ms. Becky McKee, Ms. Theresa Starnes, Ms. Jennifer Prescott, Ms. Johnna Wynn, Ms. Gail Prather, and Mr. Careem Searchwell, and read into the record as follows: **Whereas, nurses are the backbone of the healthcare system, providing compassionate, skilled, and evidence based care to individuals, families, and communities across Okeechobee; and Whereas, nurses play a vital role in promoting health, preventing illness, and improving patient outcomes across diverse settings including hospitals, clinics, schools, and community organizations; and Whereas, the dedication, resilience, and unwavering commitment of nurses have been especially evident during times of public health challenges, demonstrating their courage, leadership, and adaptability in the face of adversity;**

IV. PROCLAMATIONS CONTINUED

- B. Continued. and Whereas, nurses serve not only as caregivers but also as educators, advocates, and leaders who contribute to advancing the quality and accessibility of healthcare within our community; and Whereas, the education and preparation of future nurses through institutions such as local nursing programs and partnerships with healthcare organizations ensure the continued strength and excellence of the nursing profession; and Whereas, National Nurses Week, observed annually from May 6 through May 12, recognizes the invaluable contributions of nurses and culminates on May 12, the birthday of Florence Nightingale, the founder of modern nursing; Now, Therefore, I, Dowling R. Watford, Jr., by virtue of the authority vested in me as Mayor of the City of Okeechobee, FL, do hereby proclaim the week of May 6 through 12, 2026, as National Nurses Week in the City of Okeechobee, and encourage all residents to join in honoring and celebrating the dedication, compassion, and essential contributions of nurses within our community.”**
- C. Mayor Watford proclaimed the month of May 2026 as Mental Health Month, Exhibit 3. The Proclamation was presented to Mrs. Leah Suarez and Ms. Lizbeth Soriano of Our Village Okeechobee, and read into the record as follows: “Whereas, mental health is essential to everyone’s health and wellbeing, with all people experiencing times of difficulty and stress in their lives; and Whereas, prevention is an effective way to reduce the burden of mental health conditions, and there is strong evidence that early identification and intervention improve outcomes; and Whereas, stigma is ever present in our community and a barrier to mental health care, public awareness and training in evidence based practice preventions models, will help others to seek treatment or gain access to the help they need; and Whereas, Mental Health Month has been observed each May since 1949. Children’s Mental Health Day is observed on May 7, 2026, to raise awareness of the importance of mental health and to celebrate the resilience of individuals and communities like ours working to overcome mental health challenges; and Whereas, the theme of Mental Health Month 2026 is More Good Days, Together emphasizing the importance of connection and support in fostering mental wellness for all; and Whereas, every person in this community has a role to play in promoting mental wellness and creating environments where mental health is valued, protected, and prioritized. Now, Therefore, I, Dowling R. Watford, Jr., by virtue of the authority vested in me as Mayor of the City of Okeechobee, FL, do hereby proclaim the month of May 2026 as Mental Health Month in the City of Okeechobee, and call upon all citizens, government agencies, public and private institutions, businesses, and schools to recommit to increasing awareness and understanding of mental health, reducing stigma, and supporting those in need of care and support.”**

V. CONSENT AGENDA

Motion by Vice Mayor Clark, seconded by Council Member Jarriel to:

- A. Dispense with the reading and approve the April 21, 2026, Minutes [as presented in Exhibit 4]; and**
- B. Approve the purchase of two Database Servers for the Police Department from ICS Computers in the amount of \$25,898.00 [as presented in Exhibit 5].**

Motion Carried Unanimously.

VI. NEW BUSINESS

- A. As required by the Interlocal Agreement for Fire Services, Public Safety Director/County Fire Rescue Chief Justin Hazellief provided an update for Fire Services within City Limits from May 2025 to 2026 [a two page handout was distributed at the meeting, labeled Exhibit 9, and added to the official Minute file]. Page one included the Call Volume and Service Demand, totaling 1,621 and Fire Prevention Activity (Fire Inspections), totaling 231. Page two included the Current Average Response Time of four minutes and 50 seconds. In summary, the Total Calls for Service has remained stable, while the Average Response Time has improved over the last year. The data collected shows the City is receiving rapid emergency response times and proactive fire prevention from a stable, and improving, County Fire Rescue. A new Deputy Fire Chief was recently hired from Saint Lucie County, who brings with him years of experience and training. The County is in negotiations with the Okeechobee Utility Authority to acquire their property to build a new fire station to assist with the current high call volume on State Road 78, Highway 441 South, and the southwest section of the county. Other updates reported on included mosquito spraying, stating Clarke Environmental is adding a new route to include City Limits, as well as adding a new mosquito trap. Pre-Hurricane Season meetings between the Emergency Operations Center, Army Corp of Engineers, National Weather Service, and South Florida Water Management District have taken place and training is being conducted for potential levee breaches, as well as flood threats from Taylor Creek and Lake Okeechobee overflow into the community.**

Chief Hazellief acknowledged the quarterly updates have not been presented since the personnel changeover but assured the City Council they will be presented as required from now on. **This item was for informational purposes only.**

VI. NEW BUSINESS CONTINUED

B. Motion by Council Member McAuley, seconded by Vice Mayor Clark to approve the Fiscal Year 2024-25 Audited Financials prepared by Carr, Riggs, and Ingram, reviewed and presented by Ms. Lindsay Aviles, CPA Partner [as presented in **Exhibit 6**].

Motion Carried Unanimously.

C. Motion by Council Member Jarriel, seconded by Council Member Chandler to approve a Grant Agreement [No. FM1252] with the Department of Financial Services, an agency of the State of FL, through its Division of State Fire Marshal for the exterior renovation of the City of Okeechobee Public Safety Building in the amount of \$2,000,000.00 [as presented in **Exhibit 7**].

Motion Carried Unanimously.

D. Motion by Council Member Jarriel, seconded by Council Member McAuley to approve a Sign Easement Agreement with Park Street Okeechobee, LLC [to be erected in the City right-of-way, Northeast 13th AVE, within the Park Street Commerce Center commercial development, as presented in **Exhibit 8**].

Motion Carried Unanimously.

VII. CITY ATTORNEY UPDATE

A copy of the update was added to the official Minute File, labeled as **Exhibit 10**.

- Completed the review of the City Administrator Employment Agreement template for HR Generalist Heather Prince.
- Continuing to work with the County regarding the proposed Impact Fees Interlocal Agreement. Currently looking at scheduling a meeting between the Administrators and Attorneys.

VIII. CITY ADMINISTRATOR UPDATE

- Gave a status update for the City Hall Hardening Project, since the April 21, 2026, meeting. The windows have been ordered and are roughly three weeks out for delivery; however, an additional window was found on the West side next to the front entrance and has since been ordered. The City has received a quote to replace the City Seal mural on the North side exterior of City Hall, between \$3,000.00 and \$4,000.00, and is waiting on more quotes to come in before presenting the cost to the City Council. All roof leaks have been repaired, the roof tiles have been delivered, and Proctor Construction will be reroofing City Hall once the exterior painting has been completed.
- Proctor Construction will complete the estimating process for the exterior renovations to the Public Safety Building soon. The goal for this project is to texturize and paint the exterior to match City Hall, as well as the possibility of adding a Fire Department Mural. Quotes for the mural will be presented to the City Council along with the Proctor Construction Design Build Contract at a later date.

IX. COUNCIL COMMENTS

- Council Member Chandler corrected his comment from the April 21, 2026, meeting. Stating he misspoke and does not have a second great-great grandson, he has a second GREAT grandson.
- Council Member Jarriel reminded everyone of the Special Meeting on Monday, May 11, 2026, at 9:00 A.M. City Clerk Lane Gamiotea added there will be a "Meet and Greet the City Administrator Candidates" from 8:30 A.M. until 9:00 A.M. which will include a coffee and juice bar as well as light breakfast foods.
- Vice Mayor Clark inquired on the format for the Special Meeting and the asking of individualized applicant questions. She was advised by both HR Generalist Prince and Assistant City Attorney Stephen Conteaguero that the meeting's format will be sent out on May 6, 2026, and the City Council may only ask pertinent individualized questions as follow-ups/clarifications to answers received from an applicant.

X. ADJOURNMENT

There being no further items, Mayor Watford adjourned the meeting at 7:18 P.M.

Submitted By:

Lane Gamiotea, CMC, City Clerk

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



Okeechobee, FL

Check Report

By Check Number

Date Range: 04/01/2026 - 04/30/2026

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: CapVeh Fund-Capital Vehicle Fund Truist Checking						
W&W	W&W Lumber Company of Okeechobee	04/14/2026	Regular	0.00	31.97	2066
Home Depot	Home Depot Credit Services	04/27/2026	Regular	0.00	497.00	2067

Bank Code CapVeh Fund Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	3	2	0.00	528.97
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	0	0	0.00	0.00
EFT's	0	0	0.00	0.00
	3	2	0.00	528.97

Check Report

Date Range: 04/01/2026 - 04/30/2026

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: GenFund-General Fund Checking-Truist Checking						
City Of Okeechobee P	City Of Okeechobee Payroll Account	04/02/2026	EFT	0.00	131,910.56	480
FPU	Florida Public Utilities	04/07/2026	EFT	0.00	48.71	481
Building Code Admini	Building Code Administrators and	04/14/2026	EFT	0.00	1,046.61	482
Florida Building Com	Florida Building Commission	04/14/2026	EFT	0.00	744.55	483
1644	PRM - Health Insurance	04/14/2026	EFT	0.00	58,857.00	484
1770	PRM - Life, LTD & STD	04/14/2026	EFT	0.00	2,376.07	485
1770	PRM - Life, LTD & STD	04/14/2026	EFT	0.00	1,548.53	486
467	PRM - Property & Casualty	04/14/2026	EFT	0.00	93,465.00	487
	Void	04/14/2026	EFT	0.00	0.00	488
1645	PRM - Vision & Dental	04/14/2026	EFT	0.00	2,527.87	489
City Of Okeechobee P	City Of Okeechobee Payroll Account	04/16/2026	EFT	0.00	128,633.88	490
The Standard	The Standard	04/16/2026	EFT	0.00	19,262.49	491
City Of Okeechobee P	City Of Okeechobee Payroll Account	04/30/2026	EFT	0.00	130,586.40	492
FPU	Florida Public Utilities	04/07/2026	Regular	0.00	-48.71	49444
SDU	Florida State Disbursement Unit	04/02/2026	Regular	0.00	713.75	49560
614	Lane Gamiotea	04/02/2026	Regular	0.00	204.53	49561
614	Lane Gamiotea	04/02/2026	Regular	0.00	112.36	49562
LVNV Funding LLC	LVNV Funding, LLC	04/02/2026	Regular	0.00	371.24	49563
Unemployment Insurar	Unemployment Insurance	04/02/2026	Regular	0.00	44.90	49564
BOA-0405 Ritter	Bank of America	04/08/2026	Regular	0.00	1,270.61	49565
BOA-8285 Taylor	Bank of America	04/08/2026	Regular	0.00	856.65	49566
BOA-7745 Prince	Bank of America	04/08/2026	Regular	0.00	674.00	49567
BOA-0848 Hampshire	Bank of America	04/08/2026	Regular	0.00	505.19	49568
BOA-9164 Riedel	Bank of America	04/08/2026	Regular	0.00	34.98	49569
BOA-2715 Reyna	Bank of America	04/08/2026	Regular	0.00	56.00	49570
BOA-2198 Troutman	Bank of America	04/08/2026	Regular	0.00	2,313.90	49571
BOA-7024 Kovac	Bank of America	04/08/2026	Regular	0.00	243.22	49572
BOA-0795 Hall	Bank of America 0795	04/08/2026	Regular	0.00	1,245.70	49573
	Void	04/08/2026	Regular	0.00	0.00	49574
BOA-7883 Gamiotea	Bank of America 7883	04/08/2026	Regular	0.00	432.18	49575
AdvanceAuto	Advance Auto Parts	04/14/2026	Regular	0.00	337.98	49576
AM Construction	AM Construction Supply, Inc	04/14/2026	Regular	0.00	299.99	49577
America's Office Sou	America's Office Source	04/14/2026	Regular	0.00	76.45	49578
Avenu	Avenu	04/14/2026	Regular	0.00	774.21	49579
B & B Site Developme	B & B Site Development	04/14/2026	Regular	0.00	9,600.00	49580
C&C Industrial Enter	C&C Industrial Enterprise. LLC	04/14/2026	Regular	0.00	313.50	49581
Carr, Riggs & Ingram	Carr, Riggs & Ingram, LLC	04/14/2026	Regular	0.00	1,800.00	49582
CAS Governmental Ser	CAS Governmental Services, LLC	04/14/2026	Regular	0.00	1,833.33	49583
Comcast	Comcast	04/14/2026	Regular	0.00	141.00	49584
Everglades Farm Equi	Everglades Farm Equip. Co., Inc.	04/14/2026	Regular	0.00	2,722.02	49585
Federal Eastern Inte	Federal Eastern International, Inc.	04/14/2026	Regular	0.00	50.54	49586
CIT Technology Finan	First-Citizens Bank & Trust Co	04/14/2026	Regular	0.00	1,004.96	49587
FPU	Florida Public Utilities	04/14/2026	Regular	0.00	73.96	49588
HealthEquity	HealthEquity	04/14/2026	Regular	0.00	798.80	49589
ICS	ICS Computers Inc.	04/14/2026	Regular	0.00	2,596.00	49590
	Void	04/14/2026	Regular	0.00	0.00	49591
IMS	IMS	04/14/2026	Regular	0.00	194.79	49592
Liberty	Liberty National Life Ins. Co.	04/14/2026	Regular	0.00	467.73	49593
2253	MacVicar Consulting, Inc.	04/14/2026	Regular	0.00	250.00	49594
Morris-Depew Associa	Morris-Depew Associates, Inc.	04/14/2026	Regular	0.00	5,400.00	49595
Motorola	Motorola Solutions, Inc.	04/14/2026	Regular	0.00	3,120.00	49596
Nason	Nason Yeager Gerson Harris & Fumero P.A.	04/14/2026	Regular	0.00	19,800.00	49597
BOCC	Okeechobee County - BOCC	04/14/2026	Regular	0.00	1,025.00	49598
314	Okeechobee County Sheriffs Office	04/14/2026	Regular	0.00	25,750.00	49599
Patricia Hampshire	Patricia Hampshire	04/14/2026	Regular	0.00	28.99	49600
Performance NAPA	Performance NAPA	04/14/2026	Regular	0.00	25.44	49601
Pye-Barker	Pye Barker Fire & Safety LLC	04/14/2026	Regular	0.00	641.95	49602
Scott's	Scott's Quality Cleaning	04/14/2026	Regular	0.00	1,932.91	49603
Superior	Superior Water Works, Inc.	04/14/2026	Regular	0.00	110.00	49604
Supplyline	Supplyline	04/14/2026	Regular	0.00	152.00	49605

Check Report

Date Range: 04/01/2026 - 04/30/2026

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Taylor Rental	Taylor Rental - Okeechobee	04/14/2026	Regular	0.00	152.25	49606
Trac	TRAC Refrigeration	04/14/2026	Regular	0.00	336.04	49607
2258	Tyler Business Forms	04/14/2026	Regular	0.00	282.79	49608
1544	UniFirst Corp	04/14/2026	Regular	0.00	383.11	49609
Verizon	Verizon Wireless	04/14/2026	Regular	0.00	1,055.04	49610
W&W	W&W Lumber Company of Okeechobee	04/14/2026	Regular	0.00	72.27	49611
Waste	Waste Management Inc. of Florida	04/14/2026	Regular	0.00	54,871.11	49612
WEX	WEX Bank	04/14/2026	Regular	0.00	7,842.40	49613
Okeechobee News	Independent Newsmedia Inc.	04/15/2026	Regular	0.00	308.52	49614
SDU	Florida State Disbursement Unit	04/16/2026	Regular	0.00	713.75	49615
Heather Prince	Heather Prince	04/16/2026	Regular	0.00	371.24	49616
1343	India Riedel	04/16/2026	Regular	0.00	36.28	49617
Unemployment Insurar	Unemployment Insurance	04/16/2026	Regular	0.00	44.90	49618
Home Depot	Home Depot Credit Services	04/27/2026	Regular	0.00	149.61	49619
AbacusElevator	Abacus Elevator Consulting & Inspection,	04/30/2026	Regular	0.00	270.00	49620
AdvanceAuto	Advance Auto Parts	04/30/2026	Regular	0.00	638.67	49621
All Points	All Points Direct Corporation	04/30/2026	Regular	0.00	130.00	49622
AFLAC	American Family Life Assurance Co.	04/30/2026	Regular	0.00	559.44	49623
BatteriesPlus	BatteriesPlus	04/30/2026	Regular	0.00	11.00	49624
Carr, Riggs & Ingram	Carr, Riggs & Ingram, LLC	04/30/2026	Regular	0.00	1,000.00	49625
CenturyLink-Fiber	Century Link	04/30/2026	Regular	0.00	2,407.06	49626
CenturyLink-Local	CenturyLink	04/30/2026	Regular	0.00	2,184.33	49627
CenturyLink-LD	CenturyLink	04/30/2026	Regular	0.00	17.98	49628
Communications Inter	Communications International, Inc.	04/30/2026	Regular	0.00	1,205.25	49629
Everglades Farm Equi	Everglades Farm Equip. Co., Inc.	04/30/2026	Regular	0.00	177.83	49630
FDOT	FDOT	04/30/2026	Regular	0.00	25.00	49631
Federal Eastern Inte	Federal Eastern International, Inc.	04/30/2026	Regular	0.00	27.00	49632
FPL	Florida Power & Light Company	04/30/2026	Regular	0.00	2,672.56	49633
SDU	Florida State Disbursement Unit	04/30/2026	Regular	0.00	713.75	49634
GALLS, LLC	GALLS, LLC	04/30/2026	Regular	0.00	26.35	49635
1374	Jack Boon	04/30/2026	Regular	0.00	72.00	49636
1866	JC Newell Const. Inspect. Services, Inc.	04/30/2026	Regular	0.00	5,516.68	49637
Kyocera	KYOCERA Document Solutions Southeast	04/30/2026	Regular	0.00	1,036.15	49638
LegalShield	LegalShield	04/30/2026	Regular	0.00	14.95	49639
Morris-Depew Associa	Morris-Depew Associates, Inc.	04/30/2026	Regular	0.00	13,512.00	49640
Nason	Nason Yeager Gerson Harris & Fumero P.A.	04/30/2026	Regular	0.00	9,900.00	49641
143	Okeechobee Discount Drug	04/30/2026	Regular	0.00	317.94	49642
OUA	Okeechobee Utility Authority	04/30/2026	Regular	0.00	1,836.40	49643
O'Reilly	O'Reilly Auto Parts	04/30/2026	Regular	0.00	106.33	49644
Scott's	Scott's Quality Cleaning	04/30/2026	Regular	0.00	2,263.44	49645
Superior	Superior Water Works, Inc.	04/30/2026	Regular	0.00	110.00	49646
Supplyline	Supplyline	04/30/2026	Regular	0.00	252.51	49647
Taylor Rental	Taylor Rental - Okeechobee	04/30/2026	Regular	0.00	91.96	49648
Thompson	Thompson Reuters	04/30/2026	Regular	0.00	138.88	49649
Thread	Thread Works Embroidery, LLC	04/30/2026	Regular	0.00	36.00	49650
Tire Zone	Tire Zone of Okeechobee, Inc.	04/30/2026	Regular	0.00	2,100.97	49651
Trac	TRAC Refrigeration	04/30/2026	Regular	0.00	641.60	49652
TCMA	Treasure Coast Medical Associates	04/30/2026	Regular	0.00	1,175.00	49653
Unemployment Insurar	Unemployment Insurance	04/30/2026	Regular	0.00	44.90	49654
Verizon	Verizon Wireless	04/30/2026	Regular	0.00	252.65	49655
Verizon	Verizon Wireless	04/30/2026	Regular	0.00	72.14	49656

Check Report

Date Range: 04/01/2026 - 04/30/2026

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
W&W	W&W Lumber Company of Okeechobee	04/30/2026	Regular	0.00	2,069.20	49657

Bank Code GenFund Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	156	96	0.00	210,647.99
Manual Checks	0	0	0.00	0.00
Voided Checks	0	3	0.00	-48.71
Bank Drafts	0	0	0.00	0.00
EFT's	13	13	0.00	571,007.67
	169	112	0.00	781,606.95

Check Report

Date Range: 04/01/2026 - 04/30/2026

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: Grant Fund 307-Appropriations Grant Fund						
CW Roberts Contracti	CW Roberts Contracting, Inc.	04/30/2026	Regular	0.00	129,860.39	1491

Bank Code Grant Fund 307 Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	1	1	0.00	129,860.39
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	0	0	0.00	0.00
EFT's	0	0	0.00	0.00
	1	1	0.00	129,860.39

Check Report

Date Range: 04/01/2026 - 04/30/2026

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: Grant Fund 309-City Hall Hardening Construction						
ES Windows LLC	ES Windows LLC	04/14/2026	Regular	0.00	32,382.32	1489
Proctor Construction	Proctor Construction Services	04/14/2026	Regular	0.00	209,771.68	1490

Bank Code Grant Fund 309 Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	2	2	0.00	242,154.00
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	0	0	0.00	0.00
EFT's	0	0	0.00	0.00
	2	2	0.00	242,154.00

Check Report

Date Range: 04/01/2026 - 04/30/2026

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: PubFac Fund-Public Facility Fund-Truist Checking						
BOA-0795 Hall	Bank of America 0795	04/08/2026	Regular	0.00	1,294.15	4011
Custom Products Corp	Custom Products Corporation	04/14/2026	Regular	0.00	688.50	4012
Econo Signs, LLC	Econo Signs, LLC	04/14/2026	Regular	0.00	151.26	4013
Nunez Lawncare & Lan	Nunez Lawncare & Landscaping Inc	04/14/2026	Regular	0.00	8,333.33	4014
TransCor Supply	TransCor Supply	04/14/2026	Regular	0.00	3,160.00	4015
W&W	W&W Lumber Company of Okeechobee	04/14/2026	Regular	0.00	31.77	4016
Home Depot	Home Depot Credit Services	04/27/2026	Regular	0.00	289.88	4017
Blades Group LLC	Blades Group LLC	04/30/2026	Regular	0.00	2,852.00	4018
CW Roberts Contracti	CW Roberts Contracting, Inc.	04/30/2026	Regular	0.00	1,132.88	4019
Diamond R Fertilizer	Diamond R Fertilizer Co., Inc.	04/30/2026	Regular	0.00	170.05	4020
FPL	Florida Power & Light Company	04/30/2026	Regular	0.00	6,068.08	4021
Nunez Lawncare & Lan	Nunez Lawncare & Landscaping Inc	04/30/2026	Regular	0.00	8,333.33	4022
Rabon	Rabon's Country Feed	04/30/2026	Regular	0.00	27.16	4023

Bank Code PubFac Fund Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	14	13	0.00	32,532.39
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	0	0	0.00	0.00
EFT's	0	0	0.00	0.00
	14	13	0.00	32,532.39

All Bank Codes Check Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	176	114	0.00	615,723.74
Manual Checks	0	0	0.00	0.00
Voided Checks	0	3	0.00	-48.71
Bank Drafts	0	0	0.00	0.00
EFT's	13	13	0.00	571,007.67
	189	130	0.00	1,186,682.70

Fund Summary

Fund	Name	Period	Amount
001	GENERAL FUND	4/2026	781,606.95
301	PUBLIC FACILITY FUND	4/2026	32,532.39
304	CAPITAL PROJECTS FUND	4/2026	528.97
307	APPROPRIATIONS GRANT FUND	4/2026	129,860.39
309	OTHER GRANT CAPITAL FUND	4/2026	242,154.00
			1,186,682.70



PCCO #001

Proctor Construction Company LLC
2050 US-1 # 200
Vero Beach, Florida 32960
Phone: (772) 234-8164

Project: T-OKCITYHALL - CITY HALL RESILIENCY HARDENING PROJECT
55 SE 3RD AVE
OKEECHOBEE, Florida 34974

Prime Contract Change Order #001: ODP Contract Reduction #1

TO:	FROM:	Proctor Construction Company, LLC 2050 Hwy US-1, Suite 200 Vero Beach, Florida 32960
DATE CREATED:	4/10/2026	CREATED BY: Josh Biles (Proctor Construction Company, LLC)
DESIGNATED REVIEWER:		REVIEWED BY:
SCHEDULE IMPACT:		REVIEW DATE:
REVISED SUBSTANTIAL COMPLETION DATE:		REVISION: 0
CONTRACT FOR:	1:Standard Project Template-Proctor Construction Co. Prime Contract	TOTAL AMOUNT: (\$96,600.91)

DESCRIPTION:
Prime Contract Change Order to reduce contract amount for owner purchased materials. Contract total reduced by material cost only.
Includes:
PCO-001- Roofing Materials- ABC Supply- Reduces contract amount by \$31,841.72
PCO-002- Doors & Windows- ES Windows- Reduces contract amount by \$64,759.19
Total contract reduction: \$96,600.91

ATTACHMENTS:

POTENTIAL CHANGE ORDERS IN THIS CHANGE ORDER:

PCO #	Title	Schedule Impact	Amount
001	CE #O-001 - Roofing Material (ABC Supply) ODP		(\$31,841.72)
002	CE #O-002 - ES Windows ODP		(\$64,759.19)
Total:			(\$96,600.91)

CHANGE ORDER LINE ITEMS:

PCO # 001: CE #O-001 - Roofing Material (ABC Supply) ODP

#	Cost Code	Description	Type	Amount
1	07-3216 - CONCRETE ROOF TILES	Roof Materials ODP (Material)	Subcontract	\$(31,841.72)
2	07-3216 - CONCRETE ROOF TILES	Roof Materials (Tax)	Subcontract	\$(1,871.04)
3	00-0316 - OWNER DIRECT PURCHASE	Roof Materials (Tax Savings)	Allowance	\$1,871.04
Grand Total:				\$(31,841.72)

PCO # 002: CE #O-002 - ES Windows ODP

#	Cost Code	Description	Type	Amount
1	08-4313 - ALUMINUM FRAMED STOREFRO	ES Windows (Materials)	Subcontract	\$(64,759.19)
2	08-4313 - ALUMINUM FRAMED STOREFRO	ES Windows (Tax)	Subcontract	\$(3,935.55)
3	00-0316 - OWNER DIRECT PURCHASE	ES Windows (Tax)	Allowance	\$3,935.55
Grand Total:				\$(64,759.19)




PCCO #001

The original (Contract Sum)	\$863,509.00
Net change by previously authorized Change Orders	\$0.00
The contract sum prior to this Change Order was	\$863,509.00
The contract sum would be changed by this Change Order in the amount of	(\$96,600.91)
The new contract sum including this Change Order will be	\$766,908.09
The contract time will not be changed by this Change Order.	


Proctor Construction Company LLC

Project Manager: TK 4/10/2026 | 1:15:05 PM EDT
 INITIAL DATE

Project Executive: ^{DS}AP 4/10/2026 | 1:20:46 PM EDT
 INITIAL DATE

 4/10/26
 SIGNATURE DATE

Proctor Construction Company, LLC
 2050 Hwy US-1, Suite 200
 Vero Beach, Florida 32960

Signed by:  4/10/2026 | 1:52:38 PM EDT
 SIGNATURE DATE



PCCO #002

Proctor Construction Company LLC
 2050 US-1 # 200
 Vero Beach, Florida 32960
 Phone: (772) 234-8164

Project: T-OKCITYHALL - CITY HALL RESILIENCY HARDENING PROJECT
 55 SE 3RD AVE
 OKEECHOBEE, Florida 34974

Prime Contract Change Order #002: East Coast Lumber ODP Reduction

TO: OKEECHOBEE CITY HALL
 55 SE 3RD AVE
 OKEECHOBEE, Florida 34974

FROM: Proctor Construction Company, LLC
 2050 Hwy US-1, Suite 200
 Vero Beach, Florida 32960

DATE CREATED: 4/30/2026

CREATED BY: Josh Biles (Proctor Construction Company, LLC)

DESIGNATED REVIEWER:

REVIEWED BY:

SCHEDULE IMPACT:

REVIEW DATE: 04/30/2026

REVISED SUBSTANTIAL COMPLETION DATE:

REVISION: 0

CONTRACT FOR: 1:Standard Project Template-Proctor Construction Co. Prime Contract

TOTAL AMOUNT: (\$8,410.16)

DESCRIPTION:
 Prime Contract Change Order for East Coast Lumber ODP paid by owner.

ATTACHMENTS:
[PCO #005 East Coast Lumber-EXECUTED.pdf](#)

POTENTIAL CHANGE ORDERS IN THIS CHANGE ORDER:

PCO #	Title	Schedule Impact	Amount
005	CE #O-005 - East Coast Lumber ODP		(\$8,410.16)
Total:			(\$8,410.16)

CHANGE ORDER LINE ITEMS:

PCO # 005: CE #O-005 - East Coast Lumber ODP

#	Cost Code	Description	Type	Amount
1	07-3216 - CONCRETE ROOF TILES	East Coast Lumber (Materials)	Subcontract	\$(8,410.16)
2	07-3216 - CONCRETE ROOF TILES	East Coast Lumber (Tax)	Subcontract	\$(554.61)
3	00-0316 - OWNER DIRECT PURCHASE	East Coast Lumber (Tax)	Allowance	\$554.61
Grand Total:				\$(8,410.16)

The original (Contract Sum)	\$863,509.00
Net change by previously authorized Change Orders	(\$96,600.91)
The contract sum prior to this Change Order was	\$766,908.09
The contract sum will be decreased by this Change Order in the amount of	(\$8,410.16)
The new contract sum including this Change Order will be	\$758,497.93
The contract time will not be changed by this Change Order.	



PCCO #002

Proctor Construction Company LLC

Project Manager:

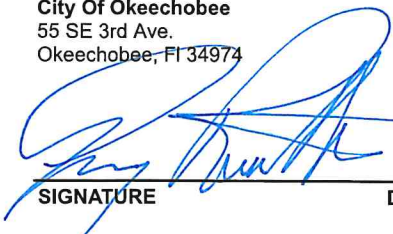
TK 5/1/2026 | 8:51:10 AM EDT
INITIAL DATE


Project Executive:

AP 5/1/2026 | 8:51:50 AM EDT
INITIAL DATE

City Of Okeechobee
55 SE 3rd Ave.
Okeechobee, FL 34974

Proctor Construction Company, LLC
2050 Hwy US-1, Suite 200
Vero Beach, Florida 32960

 5/04/2026
SIGNATURE DATE

Signed by:  5/4/2026 | 9:48:11 AM EDT
SIGNATURE DATE



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

Tele: 863-763-9821 Fax: 863-763-1686

**PARK USE AND/OR TEMPORARY STREET/
SIDEWALK CLOSING
PERMIT APPLICATION**

Date Received:	4/22/26	Date Issued:	
Application No:	26-009	Date(s) & Times of Event:	September 6th @ 12:00pm thru September 7th @ 5:00pm

Information:

Organization:	Okeechobee Main Street
Mailing Address:	107 S.W. 5th Avenue, Okeechobee, FL 34974
Contact Name:	Nicademas S. East
E-Mail Address:	Info@OkeechobeeMainStreet.Org

Telephone:

Work:	863-357-6246	Home:		Cell:	215-207-4342
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Summary of activities:

This years Labor Day festival will include the following: Live performaces by our local musicians.
Crafting and Food vendors as well as local artist and vendor stations. OKMS is also hosting a Parade created and hosted by our local businesses and community

Proceeds usage:

The proceeds for this event will go towards maintaining operations and the continuing efforts of Okeechobee Main Street.
This is to provide a service to our local businesses and community in an ongoing effort to help vitalize our neighborhood together.

Please check requested Parks:

Flagler Parks: City Hall Plaza #1 Veterans Memorial Square #2-Speckled Perch Square
 #3-Seminole Square #4-Settlers Square #5-Cattlemen's Square #6-Butterfly Square
[Park 3 is location of Gazebo. Park 4 is location of Bandstand]

(If other private property used in conjunction with this Park Use Permit please provide the address and parcel number below along with notarized letter of authorization from property owner)

Additional Addresses, if applicable _____
Parcel ID: _____

TEMPORARY STREET AND SIDEWALK CLOSING INFORMATION
(Street Closings require City Council approval. Meetings 1st & 3rd Tuesdays but subject to change)

Address of Event: Park 2, 3, & 4 in the Okeechobee Flagler Park

Street(s) to be closed: S.W. 2nd, 3rd, & 4th Avenue between Highway 70 and S.W. Park Street
Date(s) to be closed: September 6th @ 12:00pm thru September 7th @ 5:00pm
Time(s) to be closed: September 6th @ 12:00pm thru September 7th @ 5:00pm
Purpose of Closing: Labor Day Local Park Festival - Allow time for Set-up and Tear-down of vendors

Attachments Required for Use of Parks	Attachments Required for Street/Sidewalk Closings
▶ Site Plan	▶ Site Plan
▶ Copy of liability insurance in the amount of \$1,000,000.00 with the City of Okeechobee as additional insured.	▶ Copy of liability insurance in the amount of \$1,000,000.00 with the City of Okeechobee and R.E. Hamrick Testamentary Trust as Additional Insured.
▶ Proof of non-profit status	▶ Original signatures of all residents, property owners and business owners affected by the closing.
▶ State Food Service License if > 3 days.	▶ State Food Service License if > 3 days.
▶ Notarized letter of authorization from property owner, if applicable.*	▶ State Alcoholic Beverage License, if applicable.**

* Required if private property used in conjunction with a Park Use application.

** Alcoholic beverages can be served **only** on private property. Alcoholic beverages **NOT ALLOWED** in City Parks, City streets or City sidewalks. See additional note below.

Please check if items will be sold on City streets/sidewalks. Each business will need to apply for a Temporary Use Permit 667 along with the Street Closing application.

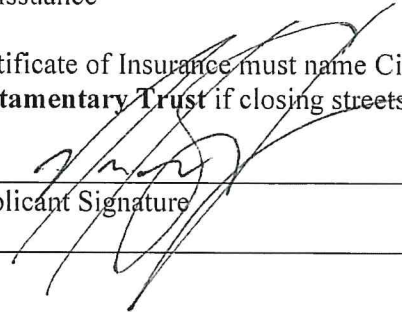
Note:

- ▶ Clean-up is required within 24 hours.
- ▶ No alcoholic beverages permitted on City property, streets or sidewalks.
- ▶ No donations can be requested if any type of alcoholic beverages are served on private property/business unless you possess a State Alcoholic Beverage License. Please note there are inside consumption and outside consumption licenses. You must have the appropriate license(s).
- ▶ The Department of Public Works will be responsible for delivering the appropriate barricades.
- ▶ Dumpsters and port-o-lets are required when closing a street for more than three (3) hours.

Applicant must meet any insurance coverage and code compliance requirements of the City and other regulations of other governmental regulatory agencies. The applicant will be responsible for costs associated with the event, including damage of property. By receipt of this permit, the applicant agrees and shall hold the City harmless for any accident, injury, claim or demand whatever arises out of applicant's use of location for such event, and shall indemnify and defend the City for such incident, including attorney fees. The applicant shall be subject to demand for, and payment of, all of the actual costs incurred by the City pertaining to the event including, but not limited to, Police, Fire, Public Works or other departmental expenses. The City reserves the right to require from an applicant a cashier's check or advance deposit in the sum approximated by the City to be incurred in providing City services. Any such sum not incurred shall be refunded to the applicant of this Park Use/Street Closing Permit.

I hereby acknowledge that I have read and completed this application, the attached Resolutions No.(s) 03-8 and 04-03, concerning the use and the rules of using City property, that the information is correct, and that I am the duly authorized agent of the organization. I agree to conform with, abide by and obey all the rules and regulations, which may be lawfully prescribed by the City Council of the City of Okeechobee, or its officers, for the issuance


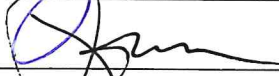





Certificate of Insurance must name City of Okeechobee as Additional Insured as well as **R.E. Hamrick Testamentary Trust** if closing streets or sidewalks.


Applicant Signature

04/22/2026
Date

••••OFFICE USE ONLY••••

Staff Review

Fire Department:		Date:	4/24/26
Building Official:		Date:	4-25-26
Public Works:		Date:	4/23/26
Police Department:		Date:	4/24/26
BTR Department:		Date:	4/27/26
City Administrator:		Date:	4/23/26
City Clerk:		Date:	4/27/26

NOTE: APPLICATION AND INSURANCE CERTIFICATE MUST BE COMPLETED AND RETURNED TO THE GENERAL SERVICES DEPARTMENT THIRTY (30) DAYS PRIOR TO EVENT FOR PERMITTING.

Temporary Street and Sidewalk Closing submitted for review by City Council on _____
Date

Temporary Street and Sidewalk Closing reviewed by City Council and approved _____
Date



City of Okeechobee
55 SE 3rd Avenue
Okeechobee, FL 34974
Phone (863) 763-3372

Okeechobee County Fire Rescue
707 NW 6th Street
Okeechobee, FL 34972
Phone (863) 763-5544



Tent Permit Application

Permit # N/A

Permit is not required for tents less than 900 square feet

In addition to this permit application, three copies of the following must be submitted for approval:

- Certificate of Flame Resistance for tent/canopy meeting the flame propagation performance criteria per NFPA 701 Standard Methods of Fire Test for Flame Propagation of Textiles and Films
- Floor Plan of tent depicting layout, entrances/exits, and extinguisher locations (hand drawn plans will not be accepted).
- Copy of License to sell fireworks (if applicable)

<p>Owner Information</p> <p>Owner _____ Address _____ City _____ State _____ Zip _____ Phone (____) _____ E-mail _____ Signature _____</p>	<p>Contractor Information</p> <p>Owner _____ Address _____ City _____ State _____ Zip _____ Phone (____) _____ E-mail _____ Signature _____</p>
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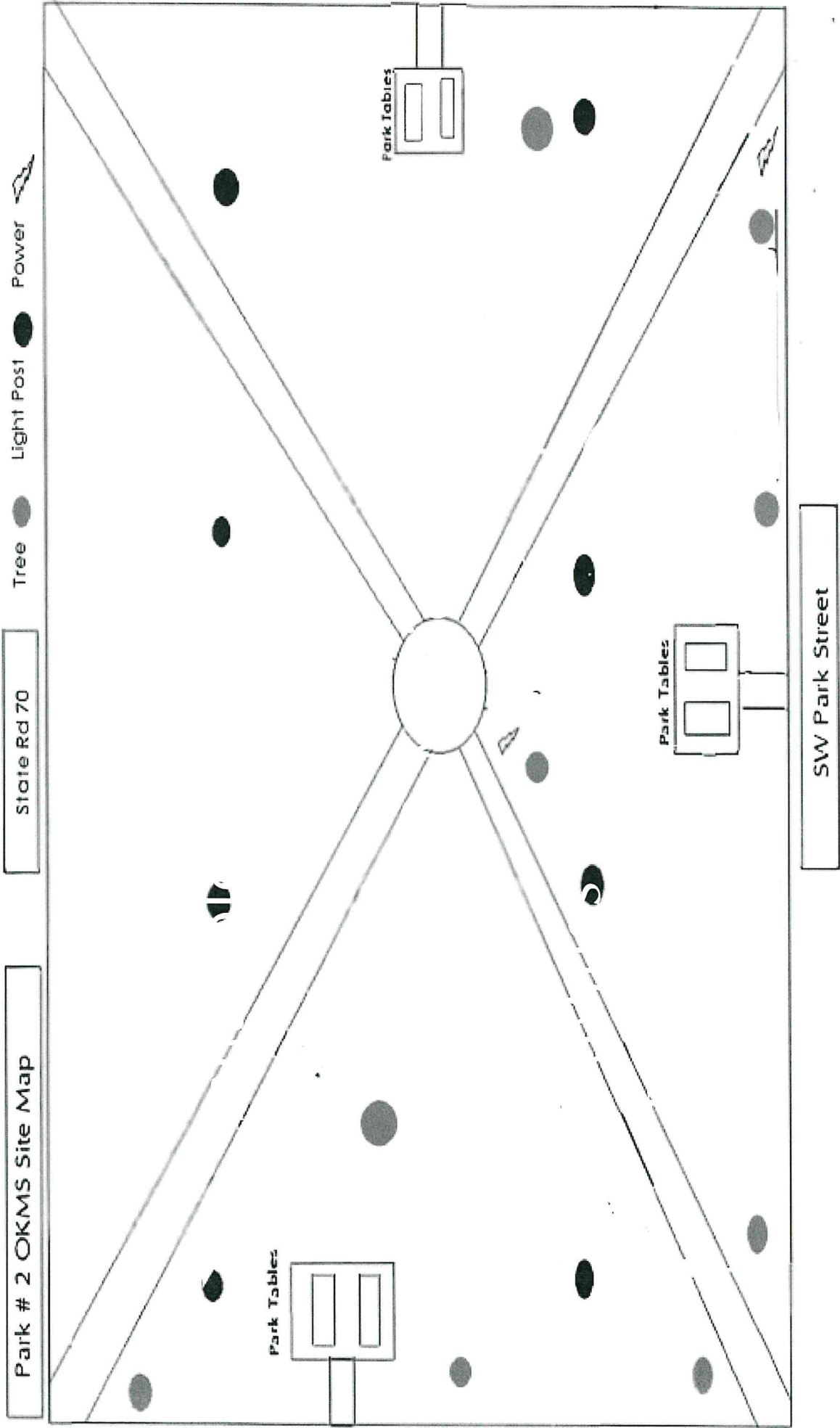
<p>Proposed Tent Location</p> <p>Address _____ Parcel Identification Number _____</p>	<p>Proposed Tent Description</p> <p>Tent Size _____ <input type="checkbox"/> Open <input type="checkbox"/> Enclosed</p>
--	--

The following requirements are in compliance with National Fire Protection Association (NFPA) 101 Life Safety Code, Chapter 11 Special Structures and High-Rise Buildings, NFPA 1124, Chapter 7 Retail Sales of Consumer Fireworks. These are the minimum requirements approved by the Authority Having Jurisdiction (AHJ), Okeechobee County Fire Rescue. The AHJ reserves the right to exceed the minimum requirements as conditions warrant.

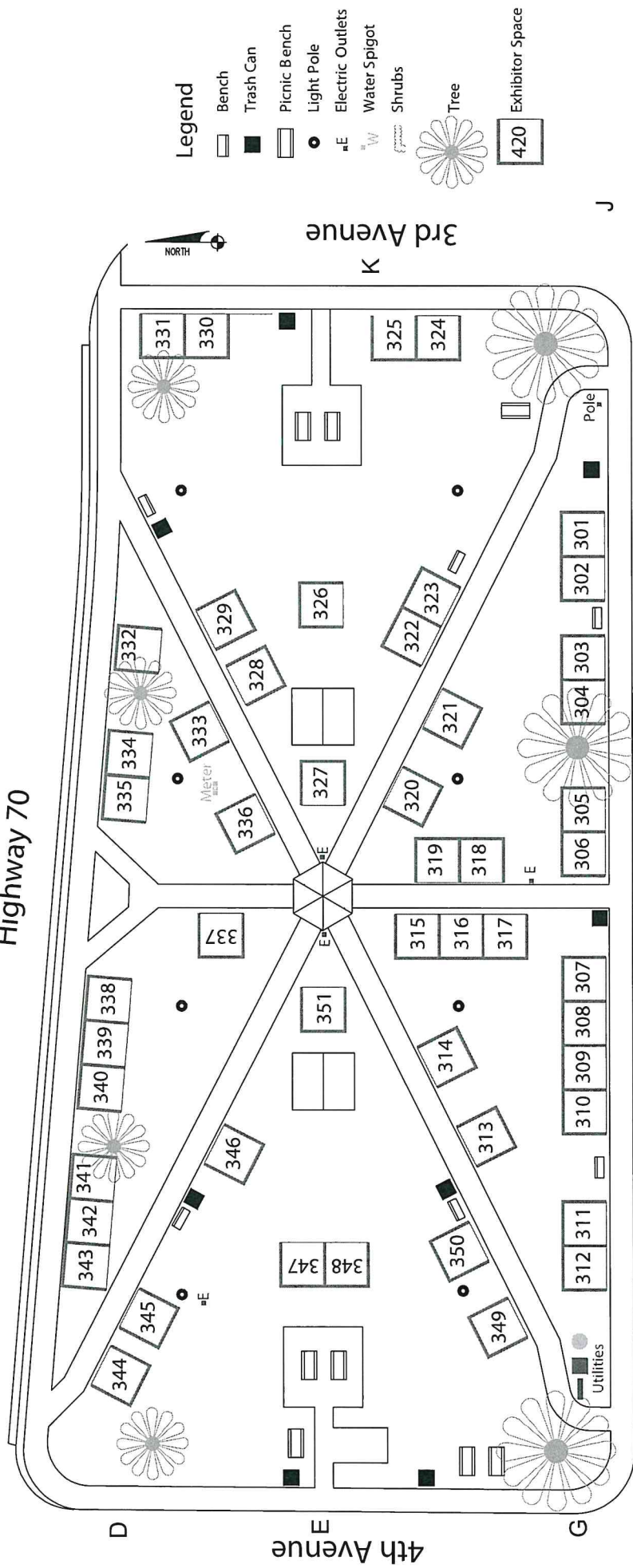
Please initial next to each statement.

- PORTABLE FIRE EXTINGUISHERS:** Fire extinguishers must be inspected by a licensed contractor, have a current tag, and be readily accessible.
- MEANS OF EGRESS:** The minimum number of exits provided from the retail sales areas shall be not less than three (3). Means of egress, including but not limited to aisles, doors, and exit discharge, shall be clear at all times when the tent is occupied. Exit signs shall not be required to be illuminated in tents that are not open for business after dark. Exit openings from tents shall have a clear opening width of not less than 44 inches.
- EGRESS TRAVEL DISTANCE:** Exits provided for the retail sales area of tents shall be located so that the maximum egress travel distance, measured from the most remote point to an exit along the natural and unobstructed path of egress travel does not exceed 75 feet.
- AISLE WIDTH:** Aisles shall have a minimum clear width of 48 inches and shall be maintained and unobstructed at all times the tent is occupied by the public.
- EMERGENCY LIGHTING:** The means of egress, including exit discharge shall be illuminated whenever the tent is occupied. Emergency lighting shall not be required in tents that are not open for business after dusk.
- ELECTRICAL:** Electrical wiring must be rated for exterior use and not overloaded. Where temporary electrical conductors are placed on top of an outdoor surface to connect the permanent power source to the tent's temporary electrical system, the conductors shall be provided with physical protection against damage caused by pedestrian or vehicular traffic. Temporary electrical wiring installed in tents shall comply with NFPA 70, National Electric Code.
- FIRE DEPARTMENT ACCESS:** Any portion of the sidewall of a tent shall be accessible within 150 feet of a public way or approved access by the fire department.
- COOKING OPERATIONS:** Cooking requiring LPG must be outside of the tent pointing away from exposures. Cooking equipment of any type shall not be permitted within 20 feet of tents used for storage or sale of consumer fireworks. Open flame cooking equipment of any type shall not be allowed within 50 feet of tents used for storage or sale of consumer fireworks.
- SIGNS:** Signage stating "NO SMOKING" in 2-inch letters on a contrasting background shall be conspicuously posted at each entrance.
- SECURITY:** Signage stating "NO FIREWORKS DISCHARGE WITHIN 300 FEET" in 4-inch letters on a contrasting background shall be conspicuously posted (if applicable).
- FLAME BREAKS:** Tents used for storage or sale of consumer fireworks shall not exceed display dimensions of 4 feet wide, 8 feet in length and 6 feet in height. Flame breaks and solid display surfaces shall not be required for packaged fireworks merchandise displayed in bins, display racks, on pallets or tables located at the end of a row of display fixtures.
- CLEARANCE TO COMBUSTIBLES:** The area located within 30 feet of a tent used for sales of consumer fireworks shall be kept free of accumulated dry grass, dry brush, and combustible debris.
- DISTANCE FROM FUEL DISPENSING:** Tents for use of consumer fireworks sales shall not be located within 50 feet from the following: retail propane-dispensing station dispensers; aboveground storage tanks for flammable or combustible liquid, flammable gas, or flammable liquified gas; compressed natural gas-dispensing station dispensers; motor vehicle fuel-dispensing station dispensers.
- DISTANCE FROM BULK FUEL DISPENSING:** Tents for use of consumer fireworks sales shall not be located within 300 feet of any aboveground bulk storage or bulk dispensing area for the following: flammable or combustible liquid, flammable gas, flammable liquified gas.
- PARKING:** No motor vehicle or trailer used for the storage of consumer fireworks shall be parked within 20 feet of a tent except when delivering, loading, or unloading fireworks or other merchandise and materials used, stored, or displayed for sale.
- SEPARATION DISTANCES:** Tents for use of consumer fireworks sales shall have a minimum separation distance of 20 feet from building, stands, combustibles, other tents and any motor vehicle or trailer used for the storage of consumer fireworks. Tents for use of consumer fireworks shall be 10 feet from vehicle parking.
- SOURCES OF IGNITION:** Temporary electrical equipment, battery-powered equipment, and electrical cords that are used in conjunction with a tent used for the sales of consumer fireworks shall be listed and used in accordance with their listing.
- PORTABLE GENERATORS:** Portable generators supplying power to tents for the sale of consumer fireworks shall use only Class III combustible liquid fuels. Class II and Class III combustible liquid generator fuel shall be limited to not more than 5 gallons. Portable generators shall be allowed to use Class I flammable liquids as fuel, provided the quantity of such fuel is limited to 2 gallons. Portable generators shall be located not less than 20 feet from the tent. Where generator fuel storage is located not less than 50 feet from a tent for the sale of consumer fireworks.
- RECORDS:** A copy of the approved permit shall be on the premises and made available to the AHJ upon request.










Speckled Perch Square

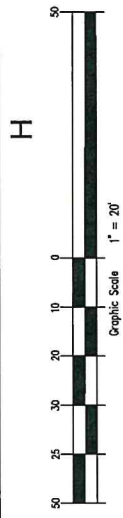


Highway 70



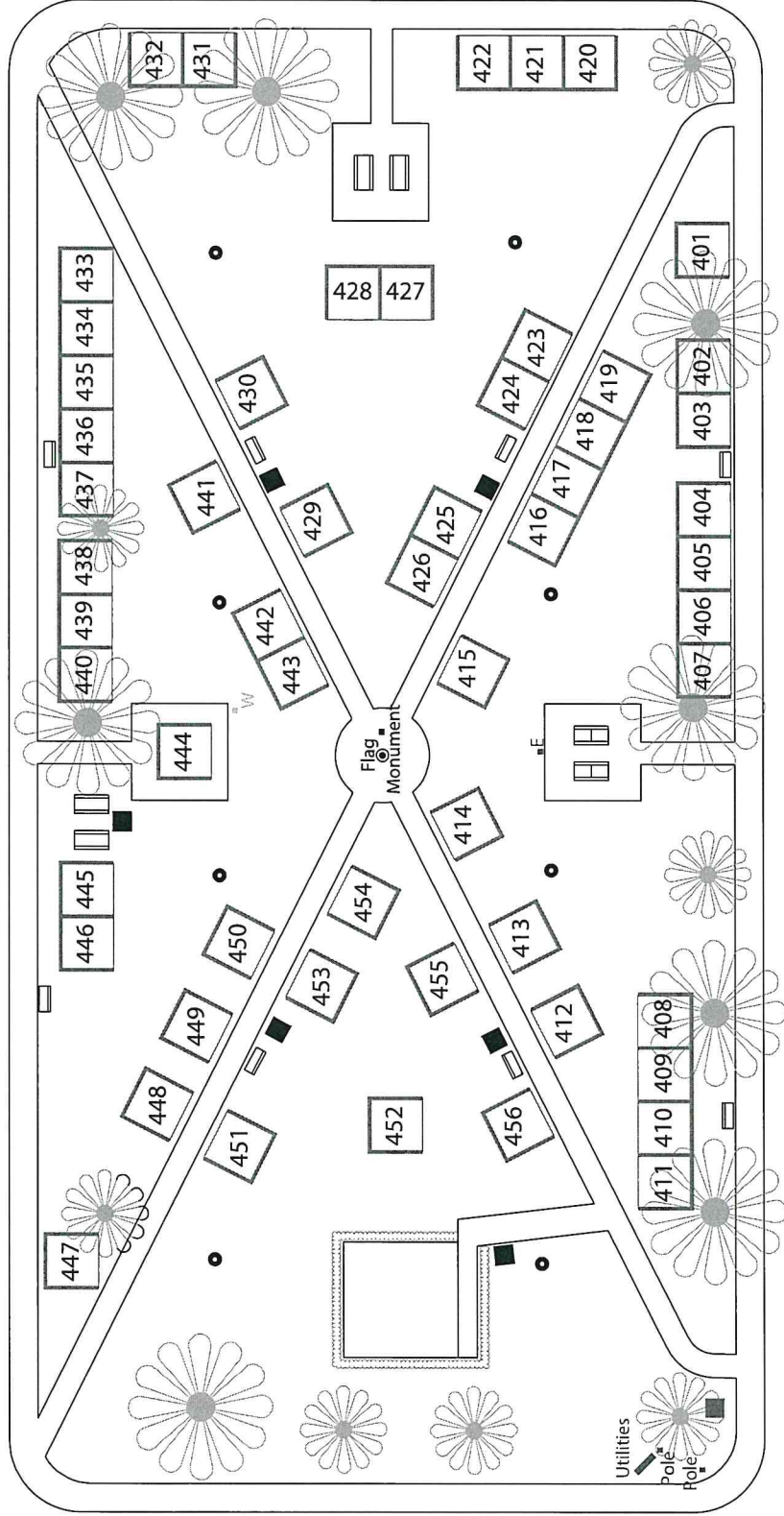
Legend

-  Bench
-  Trash Can
-  Picnic Bench
-  Light Pole
-  Electric Outlets
-  Water Spigot
-  Shrubs
-  Tree
-  Exhibitor Space



Park Street
Seminole Square

Highway 70



B

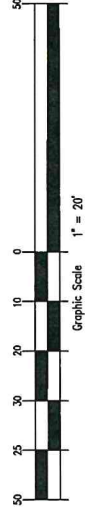


4th Avenue

A

G

- Legend
- Bench
 - Trash Can
 - Picnic Bench
 - Light Pole
 - Electric Outlets
 - Water Spigot
 - Shrubs
 - Tree
 - Exhibitor Space



Park Street
Settlers Square

5th Avenue

Utilities
pole
Pole



OKEEMAI-01

MBUCHANAN

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/17/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Lawrence Insurance Agency, Inc. P.O BOX 549 Okeechobee, FL 34973	CONTACT NAME:	
	PHONE (A/C, No, Ext): (863) 467-0600	FAX (A/C, No): (863) 467-5142
E-MAIL ADDRESS: marlene@lawrenceins.com		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A : Mt. Vernon Fire Insurance Co		
INSURED Okeechobee Main Street 107 SW 5th Ave Okeechobee, FL 34974	INSURER B : Scottsdale Insurance Co	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Directors & Officers GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X		NBP2552460H	10/25/2025	10/25/2026	EACH OCCURRENCE \$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
							MED EXP (Any one person) \$ 5,000
							PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 1,000,000
							PRODUCTS - COMP/OP AGG \$
							\$
							\$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$
							BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							\$
							\$
							\$
							\$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$
							AGGREGATE \$
							\$
							\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
							E.L. EACH ACCIDENT \$
							E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$
A	Liquor Liability			NBP2552460H	10/25/2025	10/25/2026	Limit 1,000,000
							B

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 City of Okeechobee and RE Hamrick Testamentary Trust are included as additional insureds with respect to General Liability coverages

Locations covered: 107 SW 5th Ave Okeechobee, FL

CERTIFICATE HOLDER**CANCELLATION**

City of Okeechobee 55 S.E. 3rd Avenue Okeechobee, FL 34974	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE



Consumer's Certificate of Exemption

Issued Pursuant to Chapter 212, Florida Statutes

DR-14
R. 01/18

85-8013468005C-2	11/30/2025	11/30/2030	501(C)(3) ORGANIZATION
Certificate Number	Effective Date	Expiration Date	Exemption Category

This certifies that

OKEECHOBEE MAIN STREET INC
55 S PARROTT AVE
OKEECHOBEE FL 34972-2968

is exempt from the payment of Florida sales and use tax on real property rented, transient rental property rented, tangible personal property purchased or rented, or services purchased.

Revision



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

Tele: 863-763-9821 Fax: 863-763-1686

**PARK USE AND/OR TEMPORARY STREET/
SIDEWALK CLOSING
PERMIT APPLICATION**

Date Received:	4/22/26	Date Issued:	
Application No:	26-008	Date(s) & Times of Event:	July 3rd, August 7th, September 7th, 5pm thru 9pm

Information:

Organization:	Okeechobee Main Street, Inc.
Mailing Address:	107 S.W. 5th Avenue, Okeechobee, Florida 34974
Contact Name:	Nicademas S. East
E-Mail Address:	Info@OkeechobeeMainStreet.Org

Telephone:

Work:	863-357-6246	Home:		Cell:	215-207-4342
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Summary of activities:

Okeechobee Main Street would like to host a Summer Concert Series free to the public to support the local musicians as part of our way to celebrate the Arts and Culture. This will be free to the public. We will offer the opportunity for vendors to set up refreshments and the participating bands will have an area to promote their work with their merchandise. This is designed to not only provide a free concert to the public, but also an effort to boost foot traffic and attention to the area's local businesses.

Proceeds usage:

The proceeds for this event will go towards maintaining operations and the continuing efforts of Okeechobee Main Street.
This is to provide a service to our local businesses and community in an ongoing effort to help vitalize our neighborhood together.

Please check requested Parks:

- Flagler Parks: City Hall Plaza #1 Veterans Memorial Square #2-Speckled Perch Square
 #3-Seminole Square #4-Settlers Square #5-Cattlemen's Square #6-Butterfly Square
[Park 3 is location of Gazebo. Park 4 is location of Bandstand]

(If other private property used in conjunction with this Park Use Permit please provide the address and parcel number below along with notarized letter of authorization from property owner)

Additional Addresses, if applicable _____
Parcel ID: _____

TEMPORARY STREET AND SIDEWALK CLOSING INFORMATION
(Street Closings require City Council approval. Meetings 1st & 3rd Tuesdays but subject to change)

Address of Event: Park 4 in the Okeechobee Flagler Park

Street(s) to be closed: 4th Avenue between Highway 70 ^{NW Park St.} and S.W. Park Street
Date(s) to be closed: July 3rd, August 7th, September 4th
Time(s) to be closed: 6pm thru 8pm
Purpose of Closing: Allow a clear space for refreshment vendors to set-up and tear down

Attachments Required for Use of Parks	Attachments Required for Street/Sidewalk Closings
▶ Site Plan	▶ Site Plan
▶ Copy of liability insurance in the amount of \$1,000,000.00 with the City of Okeechobee as additional insured.	▶ Copy of liability insurance in the amount of \$1,000,000.00 with the City of Okeechobee and R.E. Hamrick Testamentary Trust as Additional Insured.
▶ Proof of non-profit status	▶ Original signatures of all residents, property owners and business owners affected by the closing.
▶ State Food Service License if > 3 days.	▶ State Food Service License if > 3 days.
▶ Notarized letter of authorization from property owner, if applicable.*	▶ State Alcoholic Beverage License, if applicable.**

* Required if private property used in conjunction with a Park Use application.

** Alcoholic beverages can be served **only** on private property. Alcoholic beverages **NOT ALLOWED** in City Parks, City streets or City sidewalks. See additional note below.

Please check if items will be sold on City streets/sidewalks. Each business will need to apply for a Temporary Use Permit 667 along with the Street Closing application.

Note:

- ▶ Clean-up is required within 24 hours.
- ▶ No alcoholic beverages permitted on City property, streets or sidewalks.
- ▶ No donations can be requested if any type of alcoholic beverages are served on private property/business unless you possess a State Alcoholic Beverage License. Please note there are inside consumption and outside consumption licenses. You must have the appropriate license(s).
- ▶ The Department of Public Works will be responsible for delivering the appropriate barricades.
- ▶ Dumpsters and port-o-lets are required when closing a street for more than three (3) hours.

Applicant must meet any insurance coverage and code compliance requirements of the City and other regulations of other governmental regulatory agencies. The applicant will be responsible for costs associated with the event, including damage of property. By receipt of this permit, the applicant agrees and shall hold the City harmless for any accident, injury, claim or demand whatever arises out of applicant's use of location for such event, and shall indemnify and defend the City for such incident, including attorney fees. The applicant shall be subject to demand for, and payment of, all of the actual costs incurred by the City pertaining to the event including, but not limited to, Police, Fire, Public Works or other departmental expenses. The City reserves the right to require from an applicant a cashier's check or advance deposit in the sum approximated by the City to be incurred in providing City services. Any such sum not incurred shall be refunded to the applicant of this Park Use/Street Closing Permit.

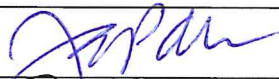
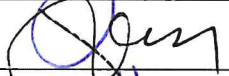





I hereby acknowledge that I have read and completed this application, the attached Resolutions No.(s) 03-8 and 04-03, concerning the use and the rules of using City property, that the information is correct, and that I am the duly authorized agent of the organization. I agree to conform with, abide by and obey all the rules and regulations, which may be lawfully prescribed by the City Council of the City of Okeechobee, or its officers, for the issuance

Certificate of Insurance must name City of Okeechobee as Additional Insured as well as **R.E. Hamrick Testamentary Trust** if closing streets or sidewalks.

Applicant Signature  Date 04/20/2026

••••OFFICE USE ONLY••••

Staff Review

Fire Department:		Date:	<u>4/24/26</u>
Building Official:		Date:	<u>4-20-26</u>
Public Works:		Date:	<u>4/21/26</u>
Police Department:		Date:	<u>4/20/26</u>
BTR Department:		Date:	<u>4/27/26</u>
City Administrator:		Date:	<u>4/22/26</u>
City Clerk:		Date:	<u>4/20/2026</u>

NOTE: APPLICATION AND INSURANCE CERTIFICATE MUST BE COMPLETED AND RETURNED TO THE GENERAL SERVICES DEPARTMENT THIRTY (30) DAYS PRIOR TO EVENT FOR PERMITTING.

Temporary Street and Sidewalk Closing submitted for review by City Council on 5/19/26
Date

Temporary Street and Sidewalk Closing reviewed by City Council and approved _____
Date



City of Okeechobee
55 SE 3rd Avenue
Okeechobee, FL 34974
Phone (863) 763-3372

Okeechobee County Fire Rescue
707 NW 6th Street
Okeechobee, FL 34972
Phone (863) 763-5544



Tent Permit Application

Permit # N/A

Permit is not required for tents less than 900 square feet

In addition to this permit application, three copies of the following must be submitted for approval:

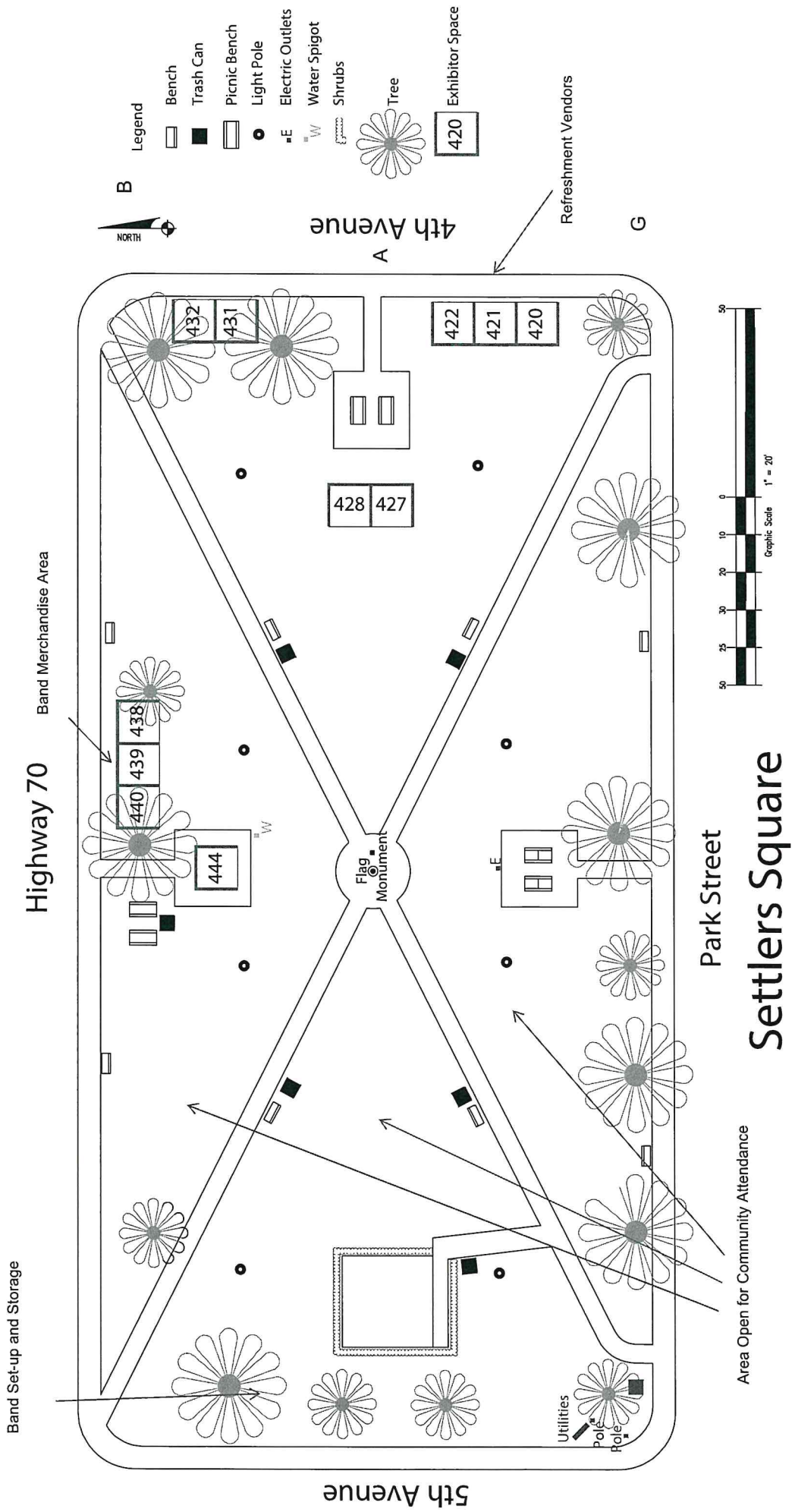
- Certificate of Flame Resistance for tent/canopy meeting the flame propagation performance criteria per NFPA 701 Standard Methods of Fire Test for Flame Propagation of Textiles and Films
- Floor Plan of tent depicting layout, entrances/exits, and extinguisher locations (hand drawn plans will not be accepted).
- Copy of License to sell fireworks (if applicable)

<p>Owner Information</p> <p>Owner _____ Address _____ City _____ State _____ Zip _____ Phone (____) _____ E-mail _____ Signature _____</p>	<p>Contractor Information</p> <p>Owner _____ Address _____ City _____ State _____ Zip _____ Phone (____) _____ E-mail _____ Signature _____</p>
<p style="text-align: center;">Proposed Tent Location</p> <p>Address _____ Parcel Identification Number _____</p>	<p style="text-align: center;">Proposed Tent Description</p> <p>Tent Size _____ <input type="checkbox"/> Open <input type="checkbox"/> Enclosed</p>

The following requirements are in compliance with National Fire Protection Association (NFPA) 101 Life Safety Code, Chapter 11 Special Structures and High-Rise Buildings, NFPA 1124, Chapter 7 Retail Sales of Consumer Fireworks. These are the minimum requirements approved by the Authority Having Jurisdiction (AHJ), Okeechobee County Fire Rescue. The AHJ reserves the right to exceed the minimum requirements as conditions warrant.

Please initial next to each statement.

- PORTABLE FIRE EXTINGUISHERS:** Fire extinguishers must be inspected by a licensed contractor, have a current tag, and be readily accessible.
- MEANS OF EGRESS:** The minimum number of exits provided from the retail sales areas shall be not less than three (3). Means of egress, including but not limited to aisles, doors, and exit discharge, shall be clear at all times when the tent is occupied. Exit signs shall not be required to be illuminated in tents that are not open for business after dark. Exit openings from tents shall have a clear opening width of not less than 44 inches.
- EGRESS TRAVEL DISTANCE:** Exits provided for the retail sales area of tents shall be located so that the maximum egress travel distance, measured from the most remote point to an exit along the natural and unobstructed path of egress travel does not exceed 75 feet.
- AISLE WIDTH:** Aisles shall have a minimum clear width of 48 inches and shall be maintained and unobstructed at all times the tent is occupied by the public.
- EMERGENCY LIGHTING:** The means of egress, including exit discharge shall be illuminated whenever the tent is occupied. Emergency lighting shall not be required in tents that are not open for business after dusk.
- ELECTRICAL:** Electrical wiring must be rated for exterior use and not overloaded. Where temporary electrical conductors are placed on top of an outdoor surface to connect the permanent power source to the tent's temporary electrical system, the conductors shall be provided with physical protection against damage caused by pedestrian or vehicular traffic. Temporary electrical wiring installed in tents shall comply with NFPA 70, National Electric Code.
- FIRE DEPARTMENT ACCESS:** Any portion of the sidewall of a tent shall be accessible within 150 feet of a public way or approved access by the fire department.
- COOKING OPERATIONS:** Cooking requiring LPG must be outside of the tent pointing away from exposures. Cooking equipment of any type shall not be permitted within 20 feet of tents used for storage or sale of consumer fireworks. Open flame cooking equipment of any type shall not be allowed within 50 feet of tents used for storage or sale of consumer fireworks.
- SIGNS:** Signage stating "NO SMOKING" in 2-inch letters on a contrasting background shall be conspicuously posted at each entrance.
- SECURITY:** Signage stating "NO FIREWORKS DISCHARGE WITHIN 300 FEET" in 4-inch letters on a contrasting background shall be conspicuously posted (if applicable).
- FLAME BREAKS:** Tents used for storage or sale of consumer fireworks shall not exceed display dimensions of 4 feet wide, 8 feet in length and 6 feet in height. Flame breaks and solid display surfaces shall not be required for packaged fireworks merchandise displayed in bins, display racks, on pallets or tables located at the end of a row of display fixtures.
- CLEARANCE TO COMBUSTIBLES:** The area located within 30 feet of a tent used for sales of consumer fireworks shall be kept free of accumulated dry grass, dry brush, and combustible debris.
- DISTANCE FROM FUEL DISPENSING:** Tents for use of consumer fireworks sales shall not be located within 50 feet from the following: retail propane-dispensing station dispensers; aboveground storage tanks for flammable or combustible liquid, flammable gas, or flammable liquified gas; compressed natural gas-dispensing station dispensers; motor vehicle fuel-dispensing station dispensers.
- DISTANCE FROM BULK FUEL DISPENSING:** Tents for use of consumer fireworks sales shall not be located within 300 feet of any aboveground bulk storage or bulk dispensing area for the following: flammable or combustible liquid, flammable gas, flammable liquified gas.
- PARKING:** No motor vehicle or trailer used for the storage of consumer fireworks shall be parked within 20 feet of a tent except when delivering, loading, or unloading fireworks or other merchandise and materials used, stored, or displayed for sale.
- SEPARATION DISTANCES:** Tents for use of consumer fireworks sales shall have a minimum separation distance of 20 feet from building, stands, combustibles, other tents and any motor vehicle or trailer used for the storage of consumer fireworks. Tents for use of consumer fireworks shall be 10 feet from vehicle parking.
- SOURCES OF IGNITION:** Temporary electrical equipment, battery-powered equipment, and electrical cords that are used in conjunction with a tent used for the sales of consumer fireworks shall be listed and used in accordance with their listing.
- PORTABLE GENERATORS:** Portable generators supplying power to tents for the sale of consumer fireworks shall use only Class III combustible liquid fuels. Class II and Class III combustible liquid generator fuel shall be limited to not more than 5 gallons. Portable generators shall be allowed to use Class I flammable liquids as fuel, provided the quantity of such fuel is limited to 2 gallons. Portable generators shall be located not less than 20 feet from the tent. Where generator fuel storage is located not less than 50 feet from a tent for the sale of consumer fireworks.
- RECORDS:** A copy of the approved permit shall be on the premises and made available to the AHJ upon request.





OKEEMAI-01

MBUCHANAN

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/17/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Lawrence Insurance Agency, Inc. P.O BOX 549 Okeechobee, FL 34973	CONTACT NAME: PHONE (A/C, No, Ext): (863) 467-0600	
	FAX (A/C, No): (863) 467-5142 E-MAIL ADDRESS: marlene@lawrenceins.com	
INSURER(S) AFFORDING COVERAGE		
INSURER A : Mt. Vernon Fire Insurance Co		NAIC #
INSURED		
Okeechobee Main Street 107 SW 5th Ave Okeechobee, FL 34974		INSURER B : Scottsdale Insurance Co
		INSURER C :
		INSURER D :
		INSURER E :
		INSURER F :
		41297J

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	X		NBP2552460H	10/25/2025	10/25/2026	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	<input checked="" type="checkbox"/> Directors & Officers						MED EXP (Any one person) \$ 5,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY \$ 1,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						GENERAL AGGREGATE \$ 1,000,000
	OTHER:						PRODUCTS - COMP/OP AGG \$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR						EACH OCCURRENCE \$
	<input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						AGGREGATE \$
	DED <input type="checkbox"/> RETENTION \$						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/>
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N						E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$
A	Liquor Liability			NBP2552460H	10/25/2025	10/25/2026	Limit
B	Fine Arts			RBS0335360	5/11/2025	5/11/2026	1,000,000 25,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 City of Okeechobee and RE Hamrick Testamentary Trust are included as additional insureds with respect to General Liability coverages

Locations covered: 107 SW 5th Ave Okeechobee, FL

CERTIFICATE HOLDER

CANCELLATION

City of Okeechobee 55 S.E. 3rd Avenue Okeechobee, FL 34974	<p>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</p> AUTHORIZED REPRESENTATIVE
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Consumer's Certificate of Exemption

DR-14
R. 01/18

Issued Pursuant to Chapter 212, Florida Statutes

85-8013468005C-2	11/30/2025	11/30/2030	501(C)(3) ORGANIZATION
Certificate Number	Effective Date	Expiration Date	Exemption Category

This certifies that

OKEECHOBEE MAIN STREET INC
55 S PARROTT AVE
OKEECHOBEE FL 34972-2968

is exempt from the payment of Florida sales and use tax on real property rented, transient rental property rented, tangible personal property purchased or rented, or services purchased.

RESOLUTION NO. 04-03

A RESOLUTION OF THE CITY OF OKEECHOBEE, FLORIDA SUPPLEMENTING RESOLUTION NO. 03-08; GUIDELINES FOR USE OF PUBLIC PARKS OR OTHER LANDS OWNED BY THE CITY OF OKEECHOBEE FOR CERTAIN CHARITABLE OR BENEVOLENT ORGANIZATIONS; PROVIDING FOR AUTHORITY TO REVIEW SUCH APPLICATIONS; PROVIDING FOR STANDARDS FOR REVIEW; PROVIDING FOR GUIDELINES FOR SUCH ORGANIZATIONS TO FOLLOW; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, there are located within the City of Okeechobee certain public parks and other areas owned by the City of Okeechobee that are intended for, and open for use by, the general public, with certain restrictions; and

WHEREAS, these uses change from time to time, and problems arise by certain uses that are not anticipated, but should be the subject of regulation and control by the City of Okeechobee for the safety and welfare of its citizens, and which requires supplementing existing rules as necessary;

NOW THEREFORE, it is resolved before the City Council for 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:

1. THAT permission for charitable or benevolent organizations, or non-profit groups, to engage in certain activities in City parks or on City lands, is governed by Article IV, Sections 14-141 to 14-149 of the City Code of Ordinances, which regulations and restrictions shall be considered by General Services whenever an application or request for use of public areas is made, and followed accordingly.
2. THAT for any authorized use of the public parks or rights-of-way within the City, the following regulations shall be followed, as applicable:
 - a. The organization or permit holder, or their designee, shall be responsible to completely clean up the public area used by the permit, within two days of completion of the event, unless otherwise designated in the permit.
 - b. No trailers unattached to a motor vehicle shall be parked along any street or avenue or public right-of-way, or in a marked parking spot, unless the right-of-way is closed for the event, not otherwise blocked off by the City. No other motor vehicles or trailers will be allowed to park or remain on the Park grounds unless prior written approval is obtained from the City Public Works Director or their designee, or such vehicle or trailer is participating in an event such as a permitted activity or car show. Any motor vehicle or trailer parked in violation of this section may be towed by the City at the owner's expense, who shall be liable for all towing and storage fees.
 - c. Golf carts, 4-wheelers or other vehicles not licensed for use on public rights-of-way, will not be permitted on the Park grounds without prior written approval of the City Public Works Director or their designee.
 - d. Certain events, such as but not limited to parades, or those which draw a large number of people, require significant incurring of costs

by the City, for traffic control, crowd control, fire safety, paramedic service, or general policing, which often requires adding personnel, and incurring overtime labor expense. For any such event, the City may require the organization or permit holder to be responsible for these additional costs, including property or personal injury damages that may occur during the event. There will be a mandatory inspection meeting between the Public Works Director or their designee and a representative from the permit holder prior to and after each event. Any additional expenses as stated above, will be billed to the organization or permit holder, who shall pay such sum to the City.

- e. For activities in Flagler Park, the use of generators for power is encouraged, as electric outlets are limited and subject to the right of the City to deny their use. When generators or extension cords are used, the applicant shall cause a U.L. approved extension cord of proper gauge to be safely attached, and routed so as to not interfere with any pedestrian path, or in such area as may pose a risk of harm to the public or other participants.

INTRODUCED AND ADOPTED this 16th day of March, 2004.



ATTEST:

Lara Gamble
Lara Gamble, City Clerk

James E. Kirk
James E. Kirk, Mayor

REVIEWED FOR LEGAL SUFFICIENCY:

John R. Cook
John R. Cook, City Attorney

RESOLUTION NO. 03-8

A RESOLUTION OF THE CITY OF OKEECHOBEE, FLORIDA TO ESTABLISH GUIDELINES FOR USE OF PUBLIC PARKS OR OTHER LANDS OWNED BY THE CITY OF OKEECHOBEE FOR CERTAIN CHARITABLE OR BENEVOLENT ORGANIZATIONS; OR THE GENERAL PUBLIC; PROVIDING FOR AUTHORITY TO REVIEW SUCH APPLICATIONS; PROVIDING FOR STANDARDS FOR REVIEW; PROVIDING FOR GUIDELINES FOR SUCH ORGANIZATIONS TO FOLLOW; PROVIDING FOR INSURANCE REQUIREMENT; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, there are located within the City of Okeechobee certain public parks and other areas owned by the City of Okeechobee that are intended for, and open for use by, the general public, with certain restrictions; and

WHEREAS, these functions range from large gatherings which attract many participants, to very small groups, which may or may not cause traffic control problems, and vary in intensity; and

WHEREAS, current regulations require the same liability insurance coverage for any such group authorized to gather in the parks or on city lands, which creates a hardship on the smaller gatherings;

NOW, THEREFORE, be it resolved and adopted by the City Council for the City of Okeechobee, Florida the following resolution:

- 1. THAT permission for charitable or benevolent organizations, or non profit groups, to engage in certain activities in City parks or on City lands, is governed by Article IV, Sections 14-141 to 14-149 of the City Code of Ordinances, which regulations and restrictions shall be considered by General Services whenever an application or request for use of public areas is made, and followed accordingly.**
- 2. THAT for any permit or permission granted by the Department of General Services for such activities on public lands, such permit shall be also executed by the City Administrator, prior to such event taking place.**
- 3. THAT most applicants for use of parks and public lands are charitable or civic groups, who stage large events and attract many people. However, smaller groups for prayer meetings; weddings; boy and girl scouting; and similar type events are also authorized in parks and in public places, but are also subject to the requirements of Article IV of the City Code.**
- 4. THAT current regulations require the applicant for an event to procure liability insurance in the sum of \$ 1 million; the cost of which is or may be prohibitive for smaller and more informal groups.**
- 5. THEREFORE, for any application wherein it appears to the Department of General Services that the participants thereof may be 100 or fewer persons, the liability insurance requirement shall be waived. The City reserves the right to require the participants to execute a hold harmless agreement, depending upon the nature and impact of the event.**

INTRODUCED AND ADOPTED this 5th day of August, 2003.



ATTEST:

Lane Gamlotea
Lane Gamlotea, City Clerk

James E. Kirk
James. E. Kirk, Mayor

REVIEWED FOR LEGAL SUFFICIENCY:

John Cook
John Cook, City Attorney

RESOLUTION NO. 2025-05

A RESOLUTION OF THE CITY OF OKEECHOBEE, FLORIDA; ADOPTING, CONFIRMING, AND RATIFYING THE SCHEDULE OF CITY COUNCIL REGULAR MEETINGS FOR 2026 IN ACCORDANCE WITH THE CITY CHARTER; PROVIDING FOR AMENDMENT OR REPEAL BY MAJORITY VOTE OF THE CITY COUNCIL; AND PROVIDING FOR THE REPEAL OF CONFLICTING PROVISIONS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Okeechobee Charter (Charter) provides for regular meetings, as well as emergency and special meetings of the City Council; and

WHEREAS, Section C-4.1.A of the Charter provides that the City Council (Council) shall meet regularly at such times and places as the Council may prescribe; and

WHEREAS, the Council, pursuant to the Charter, shall hold at least ten (10) regular monthly meetings in each calendar year, at such times and places as the Council shall set by resolution; and

WHEREAS, the Council finds that adoption of the following regular monthly meeting dates, times and locations will further the good governance of the City.

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

Section 1. Schedule of Regular Meetings. The regular meetings of the City of Okeechobee Council will be held in the City Hall, at 55 Southeast 3rd Avenue, Room 200, Okeechobee, Florida, 34974, in accordance with the meeting schedule attached and incorporated herein as **Exhibit A**, beginning at approximately 6:00 p.m., unless cancelled or rescheduled due to a holiday or other closure of City offices. The time and location of a meeting may be changed upon reasonable notice, consistent with the requirements of Florida law.

Section 2. Special and Emergency Meetings. Special and Emergency meetings of the City of Okeechobee Council may be scheduled and conducted consistent with the procedures for special and emergency meetings as set forth in the Charter.

Section 3. The City of Okeechobee Council meeting dates, times, and locations may be amended by a majority vote of the Council.

Section 4. Severability. If any section, subsection, sentence, clause, phrase or portion of this Resolution, or application hereof, is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion or provision and such holding shall not affect the validity of the remaining portions or applications here.

Section 5. Effective Date. This Resolution shall take effect immediately upon adoption.

INTRODUCED AND ADOPTED in Regular Session this **16th** day of **December 2025**.

AMENDED during adoption as noted on Exhibit A.

ATTEST:



Lane Gamiotea, CMC, City Clerk



Dowling R. Watford, Jr., Mayor

REVIEWED FOR LEGAL SUFFICIENCY:

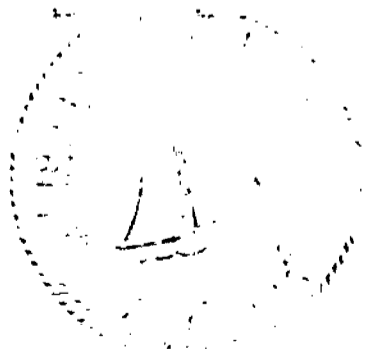


John J. Fumero, City Attorney
Nason Yeager Gerson Harris & Fumero, P.A.

**RESOLUTION NO. 2025-05
EXHIBIT A**

The regular meetings of the Council are generally held on the first and third Tuesday of each Month. The following is the list for Calendar Year 2026:

January 6, 2026 -- **THIS MEETING ONLY, TIME CHANGED TO 5:00P.M.**
January 20, 2026
February 3, 2026
February 17, 2026
March 3, 2026
March 17, 2026
April 7, 2026
April 21, 2026
May 5, 2026
May 19, 2026
June 2, 2026
June 16, 2026
July 7, 2026
July 21, 2026
August 4, 2026
August 18, 2026
*September 1, 2026
*September 15, 2026
October 6, 2026
October 20, 2026
~~November 3, 2026~~ -- **CANCELED (ELECTION DAY)**
November 17, 2026
December 1, 2026
December 15, 2026



*Will be rescheduled to coincide with the First and Final Budget Public Hearings, which are set in July/August with the Budget Calendar. It is anticipated that the September meeting dates will be rescheduled. An Official Notice will be posted after the Budget Calendar is adopted.

Ron DeSantis, Florida Governor
Tom Berger, Interim Secretary
Warren Sponholtz, Florida State Chief Information Officer

GRANT AGREEMENT
FOR
LOCAL GOVERNMENT CYBERSECURITY GRANT PROGRAM
CONTRACT NO: DMS-25/26-175
CATALOG OF STATE FINANCIAL ASSISTANCE NUMBER: 72.016
BETWEEN
THE STATE OF FLORIDA
DEPARTMENT OF MANAGEMENT SERVICES
AND
CITY OF OKEECHOBEE

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

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING REPRESENTATIONS:

WHEREAS, the Department, through the Florida Digital Service (FL[DS]), has the authority, pursuant to Specific Appropriation 2708, Fiscal Year 2025-2026 General Appropriations Act (GAA), to provide nonrecurring assistance to local governments for the development and enhancement of cybersecurity risk management programs; and

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

NOW THEREFORE, the Parties do mutually agree as follows:

A. Deliverables and Performance Requirements:

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

B. Agreement Period:

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

C. Agreement Documents and Amendments Thereto.

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

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

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

GRANT AGREEMENT

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

D. Notices and Primary Contacts:

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

Brad Oswald, Enterprise Technology Coordinator
Florida Digital Service
Department of Management Services
2555 Shumard Oaks Blvd
Tallahassee, Florida 32399
Telephone: (850) 413-0604

Email: CybersecurityGrants@digital.fl.gov

a. **Grantee's Grant Manager**

Gary Ritter, City Administrator
City of Okeechobee
55 SE 3rd Avenue
Okeechobee, Florida 34974
Telephone: (863) 763-9812
Email: gritter@cityofokeechobee.com

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

E. Payment, Funding, and Award Considerations:

1. Fiscal Year. The funds utilized for this Agreement are from the State's 2025-2026 Fiscal Year, which begins July 1, 2025, and expires on June 30, 2026.
2. Services, Licenses or Commodities Awards. The Grantee agrees to implement services, licenses, or commodities described in Attachment A – Solution Statement of Work, according to the Final Implementation Plan(s), if applicable. All uses of the items described in Attachment A – Solution Statement of Work are subject to the terms and conditions of the DSA and applicable riders attached thereto.
3. Procurement. The Department agrees to purchase all commodities or services awarded to the Grantee on behalf of the Grantee as described in Attachment A – Solution Statement of Work.

F. Compliance with Law:

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

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

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

4. Advertising. Subject to Chapter 119, F.S., the Grantee shall not publicly disseminate any information concerning this Agreement under any promotional activity, such as advertisements or press releases, without prior written approval from the Department.
5. Conflict of Interest. This Agreement is subject to Chapter 112, F.S. The Grantee shall disclose the name of any officer, director, employee, or other agent who has or potentially has a conflict of interest relating to this Agreement or funds received hereunder.
6. Records Retention. The Grantee shall retain all records made or received in conjunction with this Agreement for the longer of five (5) years after the end of this Agreement period and all pending matters or the period required by the General Records Schedules maintained by the Florida Department of State (available at: <https://dos.myflorida.com/media/703328/g1-s1-2020.pdf>). If the Grantee's record retention requirements terminate prior to the requirements stated herein, the Grantee may meet the Department's record retention requirements for this Agreement by transferring its records to the Department at that time, and by destroying duplicate records in accordance with section 501.171, F.S., and, if applicable, section 119.0701, F.S. The Grantee shall adhere to established information destruction standards such as those established by the National Institute of Standards and Technology Special Publication NIST SP 800-88r2, "Guidelines for Media Sanitization" (2025). See <https://doi.org/10.6028/NIST.SP.800-88r2>.

A. Recoupment of Funds:

1. Notwithstanding the damages limitations of Section R, Limitation of Liability, if the Grantee's non-compliance with any provision of this Agreement results in additional costs or monetary

loss to the Department or the State, the Department can recoup the costs or losses from monies owed to the Grantee under this Agreement or any other agreement between the Grantee and any State entity. In the event that the discovery of additional costs or losses arises when no monies are available under this Agreement or any other agreement between the Grantee and any State entity, the Grantee shall repay such costs or losses to the Department in full within thirty (30) days from the date of discovery or notification, unless the Department agrees, in writing, to an alternative timeframe. The Department shall not be liable for any penalties or costs associated with the Grantee's misuse of any purchases made pursuant to this Agreement.

1. If the Grantee or its independent auditor discovers that an overpayment has been made, the Grantee shall repay said overpayment within forty (40) calendar days without prior notification from the Department. In the event that the Department first discovers an overpayment has been made, the Department will notify the Grantee in writing. Should repayment not be made in a timely manner, the Department shall be entitled to charge interest at the lawful rate of interest on the outstanding balance beginning forty (40) calendar days after the date of notification or discovery. Refunds should be sent to the Department's Agreement Manager and made payable to the "Department of Management Services." If this Agreement is terminated for cause, the Department, at its discretion, may require that the Grantee return to the Department any funds that were used for purposes that are considered ineligible under this Agreement.

A. Audits and Records:

1. Representatives of the Department, the State's Chief Financial Officer, the State's Auditor General, and representatives of the federal government, shall have access to any of the Grantee's books, documents, papers, and records, including electronic storage media, as they may relate to this Agreement, for the purposes of conducting audits or examinations or making excerpts or transcriptions.
2. The Grantee shall maintain books, records, and documents in accordance with the generally accepted accounting principles to sufficiently and properly reflect all purchases made under this Agreement.

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

3. The Grantee shall retain all its records, financial records, supporting documents, statistical records, and any other documents, including electronic storage media, pertinent to this Agreement in accordance with the record retention requirements of Part V of Attachment B, Audit Requirements for Awards of State and Federal Financial Assistance. The Grantee shall cooperate with the Department to facilitate the duplication and transfer of such records or documents upon the Department's request.

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

A. Public Records and Records Production:

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

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

In the event of a request for public records pursuant to Chapter 119, F.S., the Florida Constitution, or other authority, to which records that are marked as “confidential” are responsive, the Department will provide the Grantee-redacted copy to the requestor. If a requestor asserts a right to the redacted Confidential Information, the Department will notify the Grantee such an assertion has been made. It is the Grantee’s responsibility to take the appropriate legal action to assert that the information in question is exempt from disclosure under Chapter 119, F.S., or other applicable law.

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

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

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

B. Non-Discrimination:

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

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

1. The Grantee shall provide written notice to the Department disclosing any criminal litigation, investigation, or proceeding that arises during the Agreement period involving the Grantee except where the Grantee is involved in a prosecutorial or administrative capacity, or, to the

extent the Grantee is aware, any of the Grantee's subrecipients or contractors (or any of the foregoing entities' current officers or directors). The Grantee shall also provide written notice to the Department disclosing any civil litigation, arbitration, or proceeding that arises during the Agreement period that is related to or involves funds provided under this Agreement, to which the Grantee (or, to the extent the Grantee is aware, any subrecipient or contractor hereunder) is a party, and which:

- a. Might reasonably be expected to adversely affect the viability or financial stability of the Grantee or any subrecipient or contractor hereunder; or
- b. Involves a claim or written allegation of fraud against the Grantee, or any subrecipient or contractor hereunder, by a governmental or public entity arising out of business dealings with governmental or public entities.

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

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

A. Assignments, Subgrants, and Contracts:

1. Unless otherwise specified in Attachment A – Solution Statement of Work, or through prior written approval of the Department, the Grantee may not: 1) subgrant any funds awarded

under this Agreement; 2) contract its duties or responsibilities under this Agreement out to a third party; or 3) assign, transfer, or sell any of the Grantee's rights or responsibilities, unless specifically permitted by law to do so. Any such subgrant, contract, or assignment occurring without the prior approval of the Department shall be null and void. In the event the Department approves transfer of the Grantee's obligations, the Grantee remains responsible for all work performed and all expenses incurred in connection with this Agreement. In addition, this Agreement shall bind the successors, assigns, and legal representatives of the Grantee, and of any legal entity that succeeds the Grantee, to the Grantee's obligations to the Department.

1. The Grantee agrees to be responsible for all work performed in fulfilling the obligations of this Agreement.
2. The Grantee agrees that the Department may assign or transfer its rights, duties, or obligations under this Agreement to another governmental entity upon giving prior written notice to the Grantee.

B. Intellectual Property Rights:

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

C. Independent Contractor Status:

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

1. The Grantee (and its officers, agents, employees, subrecipients, contractors, or assignees), in performance of this Agreement, shall act in the capacity of an independent contractor and not as an officer, employee, or agent of the State. Further, unless specifically authorized to do so, the Grantee shall not represent to others that, as the Grantee, it has the authority to bind the Department or the State.
2. Neither the Grantee nor its officers, agents, employees, subrecipients, contractors, or assignees, are entitled to State retirement or State leave benefits, or to any other compensation of State employment as a result of performing the duties and obligations of this Agreement.

1. The Grantee agrees to take such actions as may be necessary to ensure that each subrecipient or contractor will also be deemed to be an independent contractor and will not be considered or permitted to be an agent, servant, joint venturer, or partner of the State.
2. Unless agreed to by the Department in Attachment A – Solution Statement of Work, the Department will not furnish services of support (e.g., office space, office supplies, telephone service, secretarial, clerical support, etc.) to the Grantee or its subrecipient, contractor, or assignee.
3. The Department shall not be responsible for withholding taxes with respect to the Grantee's compensation hereunder. The Grantee shall have no claim against the Department for vacation pay, sick leave, retirement benefits, social security, workers' compensation, health or disability benefits, reemployment assistance benefits, or employee benefits of any kind. The Grantee shall ensure that its employees, subrecipients, contractors, and other agents, receive benefits and necessary insurance (health, workers' compensation, reemployment assistance benefits) from an employer other than the State.
4. At all times during the Agreement period, the Grantee must comply with the reporting and Reemployment Assistance contribution payment requirements of chapter 443, F.S.

A. Termination:

1. Termination for Failure to Implement. For awarded services, licenses, or commodities under Attachment A – Solution Statement of Work, if the Grantee does not approve a Final Implementation Plan before June 22, 2026, for the awarded solutions, this Agreement may be terminated by the Department, at its sole discretion.
2. Termination Due to the Lack of Funds. The funds utilized for this Agreement are from the State's 2025-2026 Fiscal Year, which begins July 1, 2025, and expires on June 30, 2026. If funds become unavailable for this Agreement's purpose, such event will not constitute a default by the Department or the State. The Department agrees to notify the Grantee in writing at the earliest possible time if funds are no longer available. In the event that any State funds upon which this Agreement depends are withdrawn or redirected, the Department may terminate this Agreement by providing written notice to the Grantee. The Department will be the final authority as to the availability of funds.
3. Termination for Cause. The Department may terminate this Agreement if the Grantee fails to:
 - a. Satisfactorily complete the deliverables within the time specified in this Agreement;
 - b. Maintain adequate progress, thus endangering performance of this Agreement;
 - c. Honor any term of this Agreement; or
 - d. Abide by any statutory, regulatory, or licensing requirement.

The Grantee shall continue to perform any work not terminated. The Department's rights and remedies in this clause are in addition to any other rights and remedies provided by law

or under this Agreement. The Grantee shall not be entitled to recover any cancellation charges or lost profits.

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

A. Dispute Resolution:

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

B. Unauthorized Use:

1. The Grantee shall fully defend and hold harmless the State and the Department from any suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to violation or infringement of a trademark, copyright, patent, trade secret, or intellectual property right provided, however, that the foregoing obligation shall not apply to the Department's misuse or modification of the Grantee's products or the Department's operation or use of the Grantee's products in a manner not contemplated by the Agreement. The Department will not be liable for any royalties.
2. The Grantee shall not be liable for any cost, expense, or compromise incurred or made by the State or the Department in any legal action without the Grantee's prior written consent, which shall not be unreasonably withheld. The State and the Department shall have the right, at its own cost and expense, to participate in all actions under this Section Q.

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

A. Limitation of Liability:

1. Unless otherwise specifically enumerated in this Agreement, no Party shall be liable to the other Party for special, indirect, punitive, or consequential damages, including lost data or records (unless this Agreement requires the Grantee to back-up data or records), even if the Party has been advised that such damages are possible. No Party shall be liable to the other Party for lost profits, lost revenue, or lost institutional operating savings. The State and the Department may, in addition to other remedies available to them at law or in equity and upon notice to the Grantee, retain such monies from amounts due the Grantee as may be necessary to satisfy any claim for damages, penalties, costs, and the like asserted by or against them. Except as otherwise provided in this Agreement or the Data Sharing Agreement or its attachments or Riders, the Department is not liable for unauthorized access to information except as directly attributable to the actions of the Department. For all claims against Grantee under this Agreement, and regardless of the basis on which the claim is made, Grantee's liability under this Agreement for direct damages shall be limited to the dollar value of this Agreement. This limitation shall not apply to claims arising under Section Q of this Agreement.
2. Pursuant to Specific Appropriation 2708 and Section 211 of the 2025-2026 General Appropriations Act, the State is hereby released from all liability related to cybersecurity incidents impacting the Grantee.

B. Force Majeure and Notice of Delay from Force Majeure:

Neither Party shall be liable to the other for any delay or failure to perform under this Agreement if such delay or failure is neither the fault nor caused by the negligence of the Party or its employees or agents and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond the Party's control, or for any of the foregoing that affects subrecipients, contractors, or suppliers if no alternate source of supply is available. However, in the event a delay arises from the foregoing causes, the Party shall take all reasonable measures to mitigate any and all resulting damages, costs, delays, or disruptions to the project in accordance with the Party's performance requirements under this Agreement.

In the case of any delay the Grantee believes is excusable under this section, the Grantee shall provide written notice to the Department describing the delay or potential delay and the cause of the delay within: ten (10) calendar days after the cause that creates or will create the delay first arose (if the Grantee could reasonably foresee that a delay could occur as a result); or five (5) calendar days after the date the Grantee first had reason to believe that a delay could result (if the delay is not reasonably foreseeable). **THE FOREGOING SHALL CONSTITUTE THE GRANTEE'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY.** Providing notice in strict accordance with this section is a condition precedent to such remedy.

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

A. Mandatory Disclosure Requirements:

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

supplier, subcontractor, or consultant under a new contract with a public entity; and may not transact new business with a public entity.”

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

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

City of Okeechobee:

Department of Management Services:

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

GRANT AGREEMENT

1. Scope of Work.

Pursuant to Specific Appropriation 2708 and Section 211, FY 25-26 General Appropriations Act (GAA), the Parties agree that the Department shall, on behalf of the Grantee, expend funds for the provision of services, licenses, or commodities awarded to the Grantee to be utilized for the development and enhancement of cybersecurity risk management programs. The Grantee is being granted assistance in the form of services, licenses, or commodities to develop and enhance their cybersecurity risk management programs.

2. Awarded Capabilities.

The Department shall offer one (1) or more solutions to the Grantee for the following capabilities:

Endpoint-Based Asset Discovery: Tanium

Network-Based Asset Discovery: Armis Centrix

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

3. Grantee Responsibilities.

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

4. Department Responsibilities.

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

5. Deliverables.

The Grantee shall complete the following deliverable(s):

Deliverables		
No.	Tasks	Performance Measures and Due Dates
1	Execute this Grant Agreement.	The Grantee must execute the Grant Agreement before May 5, 2026.
2	Participate in a kick-off meeting with FL[DS] and the solution provider, if implementation is required.	The Grantee shall participate in the kick-off meeting with FL[DS] before June 2, 2026.

3	Approve Final Implementation Plan(s) for solutions awarded, if implementation is required.	The Grantee must coordinate with the solution provider(s) to review the Implementation Plan(s). If the Grantee chooses to proceed with a solution , the Grantee must approve the Final Implementation Plan by June 22, 2026.
4	Complete all tasks in accordance with the Final Implementation Plan(s), if implementation is required.	The Grantee shall provide all necessary resources to execute tasks assigned to the Grantee in the Final Implementation Plan(s).
5	Notify the Department’s Grant Manager of implementation completion per the Final Implementation Plan, if implementation is required.	The Grantee shall notify the Department’s Grant Manager in writing within 10 calendar days of implementation completion.
6	Provide FL[DS] with any information related to this Agreement as requested by FL[DS].	The Grantee shall respond within seven (7) calendar days of any request from FL[DS].

6. Reporting Requirements.

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

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

7. Performance Standards.

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

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

GRANT AGREEMENT

Grantee shall take all actions available to it to enforce financial consequences in its contract with the contractor or subcontractor or to pursue damages.

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

Violations of this Agreement or applicable licenses, or failure to provide the deliverables, may result, except as detailed above, in termination of access to awarded solutions and require immediate removal of all software, hardware, or related services. Grantee may be subject to financial assessments related to such violations.

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

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



Department of Financial Services
Division of Accounting and Auditing – Bureau of Auditing

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

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

MONITORING

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

AUDITS

Part I: Federally Funded

This part is applicable if the Grantee is a state or local government or a nonprofit organization as defined in 2 CFR §200.90, §200.64, and §200.70.

1. A Grantee that expends \$1,000,000 or more in federal awards in its fiscal year must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements. EXHIBIT 1 to this form lists the federal resources awarded through the Department by this agreement. In determining the federal awards expended in its fiscal year, the Grantee shall consider all sources of federal awards, including federal resources received from the Department. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR §§200.502-503. An audit of the Grantee conducted by the Auditor General in accordance with the provisions of 2 CFR §200.514 will meet the requirements of this Part.
2. For the audit requirements addressed in Part I, paragraph 1, the Grantee shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR §§200.508-512.
3. A Grantee that expends less than \$1,000,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements. If the Grantee expends less than \$1,000,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from Grantee resources obtained from other than federal entities).

Part II: State Funded

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

AUDIT REQUIREMENTS FOR AWARDS OF
STATE AND FEDERAL FINANCIAL ASSISTANCE

2017, and thereafter), the Grantee must have a state single or project-specific audit for such fiscal year in accordance with section 215.97, F.S.; Rule Chapter 69I-5, F.A.C., State Financial Assistance; and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this form lists the state financial assistance awarded through the Department this agreement. In determining the state financial assistance expended in its fiscal year, the Grantee shall consider all sources of state financial assistance, including state financial assistance received from the Department, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for federal program matching requirements.

2. For the audit requirements addressed in Part II, paragraph 1, the Grantee shall ensure that the audit complies with the requirements of section 215.97(8), F.S. This includes submission of a financial reporting package as defined by section 215.97(2), F.S., and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the Grantee expends less than \$750,000 in state financial assistance in its fiscal year (for fiscal years ending June 30, 2017, and thereafter), an audit conducted in accordance with the provisions of section 215.97, F.S., is not required. If the Grantee expends less than \$750,000 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of section 215.97, F.S., the cost of the audit must be paid from the nonstate entity's resources (i.e., the cost of such an audit must be paid from the Grantee's resources obtained from other than state entities).

Part III: Other Audit Requirements

N/A

Part IV: Report Submission

1. Copies of reporting packages for audits conducted in accordance with 2 CFR 200, Subpart F - Audit Requirements, and required by Part I of this form shall be submitted, when required by 2 CFR §200.512, by or on behalf of the Grantee directly to the Federal Audit Clearinghouse (FAC) as provided in 2 CFR §200.36 and §200.512.

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

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

AUDIT REQUIREMENTS FOR AWARDS OF
STATE AND FEDERAL FINANCIAL ASSISTANCE

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

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

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

3. Any reports, management letters, or other information required to be submitted to the Department pursuant to this agreement shall be submitted timely in accordance with 2 CFR §200.512, section 215.97, F.S., and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
4. Grantees, when submitting financial reporting packages to the Department for audits done in accordance with 2 CFR 200, Subpart F - Audit Requirements, or Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the Grantee in correspondence accompanying the reporting package.

Part V: Record Retention

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

AUDIT REQUIREMENTS FOR AWARDS OF
STATE AND FEDERAL FINANCIAL ASSISTANCE

EXHIBIT 1

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

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

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

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

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

Matching Resources for Federal Programs:

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

Subject to Section 215.97, F.S.:

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

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

The compliance requirements are as stated in Grant Agreement No. DMS-25/26-175 between the Grantee and the Department, entered in State Fiscal Year 2025-26.

Purposes

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

I. Definitions

- A. Access – The authorization to inspect, review, transmit, duplicate, communicate with, retrieve data from, or otherwise make use of any Covered Data, regardless of type, form, or nature of storage. "Access" to a computer system or network includes local and remote access, as applicable.
- B. Authorized Purpose – The purpose(s) for which an Authorized Third Party may access, use, or disclose the Covered Data.
- C. Authorized Third Party – An individual, state agency, other Florida state or local governmental entity, or a private sector contractor or service provider of the Grantee which receives Covered Data.
- D. Authorized User – An individual granted Access or to use Software Entitlement by either FL[DS] or Grantee.
- E. County and Municipality Cybersecurity Technical Assistance Program (“the Program”) – refers to the grant program established by the 2025-2026 General Appropriations Act to enhance county and municipal cybersecurity and protect the infrastructure of local governments from threats.
- F. Covered Data – The limited subset of security data that is derived from Grantee’s use of any Software Entitlements as defined in the attached Rider(s); a Grantee’s confidential or proprietary information; and personal information as defined under section 501.171, F.S., and any other applicable privacy or data breach notification laws as may exist.
- G. Data Breach – Either (1) any unauthorized access to, or use or disclosure of, Covered Data for any purpose other than as expressly permitted by this DSA or required by law; or (2) a breach of privacy or of the security of the Covered Data. Good faith access of data by an employee or agent of the Grantee does not constitute a breach of security, provided that the information is not used for a purpose unrelated to the business or subject to further unauthorized use.
- H. DSA Coordinators – The individuals appointed by the signatories to this DSA as the point of contact for this DSA, who are responsible for ensuring that the Authorized Users comply with the activities identified herein.
- I. HIPAA - Health Insurance Portability and Accountability Act of 1996.
- J. Information Technology (IT) Coordinators – The individuals appointed by the signatories to this DSA as responsible for data flow and other technology-related considerations under this DSA.
- K. Information Technology Resources – As defined in section 282.0041, Florida Statutes, the data processing hardware and software and services, communications, supplies, personnel, facility

ATTACHMENT C GRANTEE DATA SHARING AGREEMENT

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

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

I. Responsibilities of the Parties

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

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

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

II. FL[DS] Role and Responsibilities

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

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

III. Grantee's Role and Responsibilities

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

ATTACHMENT C
GRANTEE DATA SHARING AGREEMENT

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

I. Unauthorized Disclosure/Data Breach

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

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

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

II. Additional Terms Applicable to Certain Circumstances.

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

ATTACHMENT C
GRANTEE DATA SHARING AGREEMENT

- A. **HIPAA and State Protected Health Information.** The terms and conditions of this Article VI.C. apply when Covered Data involved in a Project includes protected health information (PHI) and such other sensitive health information, the disclosure of which may be limited or restricted by law, including, but not limited to, mental health and drug and alcohol related information.
1. PHI Covered Data. Covered Data may also include, but shall not be limited to, PHI Covered Data. For purposes of this DSA, “PHI Covered Data” shall mean “protected health information” or “PHI,” as such term is defined by HIPAA. PHI shall include, but shall not be limited to, any other medical or health-related information that is afforded greater protection under more restrictive federal or state law, including, but not limited to, the Substance Abuse and Mental Health Services Act (SAMSHA), located at 42 C.F.R. Part 2, the Florida Mental Health Act (the Baker Act), located at Fla. Stat. § 394.451 – 394.47892, and the Hal S. Marchman Alcohol and Other Drug Services Act, located at Fla. Stat. § 397.301 et seq.
 2. Disclosure of PHI Covered Data. The disclosure of PHI Covered Data under the DSA, as modified by this Article C, is governed by HIPAA and more restrictive federal or state law, as applicable. Accordingly, the disclosure of PHI Covered Data under the DSA is permitted only with the consent of the individual who is the subject of the PHI Covered Data, by court order that meets the requirements of applicable law, and for other purposes as permitted by Applicable Law.
 3. Business Associate Agreement. To the extent that FL[DS] is a “Business Associate” of Grantee, as such term is defined under HIPAA, the Parties agree to enter into a mutually agreeable Business Associate Agreement.
 4. Training. The Parties agree to work together to provide Authorized Users with confidentiality, privacy, and security training regarding access, use, and disclosure requirements for the PHI Covered Data under HIPAA and more restrictive federal or state law, to the extent applicable.
 5. Access Requirements. Unique authorization is required for Access and must be properly authenticated and recorded for audit purposes, including HIPAA audit requirements and other audit requirements under more restrictive federal or state law, to the extent applicable.
- B. **FERPA.** The terms and conditions of this Article VI.D. apply when Covered Data includes student education records as defined by the Family Educational Rights and Privacy Act, 20 USC §1232g, and its implementing regulations set forth at 34 CFR Part 99 (collectively, “FERPA”).
1. FERPA Covered Data. Covered Data may also include, but shall not be limited to, FERPA Covered Data. For purposes of this DSA, “FERPA Covered Data” shall mean student education records as defined by FERPA.
 2. Disclosure of FERPA Covered Data. The disclosure of FERPA Covered Data under the DSA, as modified by this section, is governed by FERPA. Accordingly, the disclosure of FERPA Covered Data under the DSA is permitted with parent or eligible student consent and, without such consent, in the following circumstances: (i) to school officials with legitimate educational interest; (ii) to other schools to which a student is transferring; (iii) to specified officials for audit or evaluation purposes; (iv) to appropriate parties in connection with financial aid to a student; (v) to organizations conducting certain studies for or on behalf of the school; (vi) to accrediting organizations; (vii) to comply with a judicial order or lawfully issued subpoena; (viii) to appropriate officials in cases of health and safety emergencies; (ix) to state and local authorities, within a juvenile justice system, pursuant to specific state law; and (x) as otherwise provided by FERPA.

3. Training. The Parties agree to work together to provide Authorized Users with confidentiality, privacy, and security training regarding access, use, and disclosure requirements for the FERPA Covered Data under FERPA.
4. Access Requirements. Unique authorization is required for Access and must be properly authenticated and recorded for audit purposes, including FERPA and any other applicable audit requirements.

C. **DPPA**. The terms and conditions of this Article VI.E. apply when Covered Data includes motor vehicle record information.

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

I. Designation of DSA Coordinators

A. The Coordinators for this DSA are:

FL[DS] DSA Coordinator:

Policy Manager
2555 Shumard Oak Boulevard
Tallahassee, FL 32399

**ATTACHMENT C
GRANTEE DATA SHARING AGREEMENT**

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

FL[DS] IT Coordinator:

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

Grantee's DSA Coordinator:

Jose Bravo-Gonzalez
City of Okeechobee
55 SE 3rd Avenue
Okeechobee, Florida 34974
Telephone: (863) 763-9797
Email: jbravo@cityofokeechobee.com

Grantee's IT Coordinator:

Bettye Taylor
City of Okeechobee
55 SE 3rd Avenue
Okeechobee, Florida 34974
Telephone: (863) 763-9797
Email: btaylor@cityofokeechobee.com

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

I. Inspection of Records

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

II. Grantee Additional Terms

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

RELEVANT FLORIDA STATUTES (2025)

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

Under Specific Appropriation 2708 and Section 211 of the 2025-2026 General Appropriations Act, FL[DS] has been directed to provide nonrecurring assistance to local governments for the development and enhancement of cybersecurity risk management programs.

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

Exhibit A
Cybersecurity Incident Response Rider

I. Definitions

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

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

II. Purpose

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

III. Incident Response

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

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

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

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

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

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

IV. FL[DS] Role and Responsibilities

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

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

V. Grantee Roles and Responsibilities

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

VI. Indemnification

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

Exhibit A
Cybersecurity Incident Response Rider

I. Conflict

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

II. Liability and Termination of Incident Response Support

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

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Exhibit B
Solution Rider

I. Definitions

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

- A. Protected Grantee Data – Data, not including Telemetry Data, maintained, and generated by Grantee, which shall not be Accessed or Accessible by, or sent to, the Licensed Software Solution.
- B. Customer Account – The Licensed Software Solution account directly utilized by Grantee.
- C. Local Government Cybersecurity Grant Program (“the Program”) –The Program established by the 2025-2026 General Appropriations Act to provide nonrecurring assistance to local governments for the development and enhancement of cybersecurity risk management programs.
- D. Licensed Software Solutions – Proprietary software provided to the Grantee under the Agreement to satisfy provision of the solution(s) awarded to the Grantee, as identified in Attachment A of the Grant Agreement.
- E. Managing Organization – The entity managing the use of the Licensed Software Solution and its implementation. As used in this Rider, the Managing Organization is FL[DS].
- F. Protected Grantee Data – Data, not including Telemetry Data, maintained, and generated by Grantee, which shall not be Accessed or Accessible by, or sent to, the Licensed Software Solution.
- G. Solution Console – The global administrative account(s) directly managed and licensed by FL[DS] to provide the Grantee with the Software Entitlement.
- H. Solution Data – Data, reports, or other information generated by the Licensed Software Solution. May be derived from but shall not include Telemetry Data.
- I. Telemetry Data –The data generated by Grantee through automated communication processes from multiple data sources and processed by the Licensed Software Solution.
- J. View – The permissions granted for FL[DS] to see Telemetry Data provided to the Managing Organization’s Solution Console by the Customer Account. A View does not permit FL[DS] Access to Protected Grantee Data.

II. Statement of Work

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

Exhibit B
Solution Rider

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

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

- A. **Grantee's Role and Responsibilities:** Grantee is responsible for:
- a. Grantee Access to and use of the Licensed Software Solution in compliance with all terms and conditions related thereto, including the Agreement terms and the vendor terms and conditions to be provided to the Grantee by FL[DS] without need for an amendment hereto by the Parties and which, after provision thereof, will be deemed incorporated herein and a material component hereof;
 - b. Activating and deactivating the Access, credentials, and privileges of its authorized users;
 - c. Ensuring no Protected Grantee Data is submitted to the Licensed Software Solution;
 - d. Entering into any additional agreement with FL[DS], the Licensed Software Solution provider, or other third-parties as may be required by law regarding Protected Grantee Data, as applicable; and
 - e. Managing access controls to allow View by FL[DS] and Access by the Licensed Software Solution.
 - f. Telemetry Data, even as it may be housed, maintained, or processed by the Licensed Software Solution, is and shall remain the property of Grantee.
- B. **Indemnification:** For the avoidance of doubt, the Grantee agrees to indemnify FL[DS] and the Department for any costs related to Grantee's use of the Licensed Software Solution pursuant to the terms provided in Section Q., Unauthorized Use, of the Grant Agreement.
- C. **Conflict:** In the event of a conflict between this Rider and the DSA, the terms of this Rider shall control.

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**INTERLOCAL AGREEMENT BETWEEN OKEECHOBEE COUNTY
AND THE CITY OF OKEECHOBEE RELATING TO THE
COLLECTION OF IMPACT FEES**

THIS INTERLOCAL AGREEMENT ("Agreement" or "ILA") is hereby made and entered into between the Okeechobee County Board of County Commissioners ("the Board" or "County"), a political subdivision of the State of Florida, whose address is 304 NW 2nd Street, Okeechobee, FL 34972, and the City of Okeechobee ("the City"), a municipal corporation of the State of Florida, whose address is 55 SE 3rd Ave, Okeechobee, FL 34974, hereinafter collectively referred to as the "Parties."

W I T N E S S E T H

WHEREAS, the Okeechobee County Board of County Commissioners (the "Board") is authorized by Section 125.01(1)(p), Florida Statutes, to enter into agreements with other governmental agencies within or outside the boundaries of the Okeechobee County for the joint performance, or performance by one unit on behalf of the other, of any of either agency's authorized functions, and

WHEREAS, Section 163.01, Florida Statutes, authorizes the exercise by agreement between two or more public agencies of any power common to them; and

WHEREAS, this Interlocal Agreement is authorized by the provisions of Chapters 125 and 163, Florida Statutes and other applicable law; and

WHEREAS, the Board is authorized to adopt ordinances pursuant to the Constitution of the State of Florida and Chapter 125, Florida Statutes; and

WHEREAS, the Board is also vested with the power to perform any acts not inconsistent with laws which are in the common interest of the citizens of Okeechobee County; and

WHEREAS, the Board is further vested, as provided in Section 163.31801, Florida Statutes, to adopt impact fees and further adopt the findings of the Legislature that impact fees are an important source of revenue for the County to use in funding the infrastructure necessitated by new growth, and that impact fees are a normal and reasonable method used to provide certain facilities within the Okeechobee County; and

WHEREAS, the Board desires to facilitate and levy impact fees to offset the costs of permitted future land use development within the boundaries of Okeechobee County; and

WHEREAS, the Board finds it necessary to establish procedures governing the implementation and collection of County impact fees; and

WHEREAS, this Interlocal Agreement is intended to account for the collection and distribution of all County impact fees within Okeechobee County; and

WHEREAS, the Parties agree that the collection of the County Impact Fees on behalf of the Board shall be the responsibility of the City consistent with the terms of this Interlocal Agreement; and

WHEREAS, the Board and the City have determined that entering into this Agreement serves the best interests of both Parties and promotes the health, safety, and welfare of their respective citizens.

NOW THEREFORE, in consideration of the premises, mutual covenants, and representations contained herein, constituting good and valuable consideration, the Board and the City hereby agree as follows:

Section 1. Adoption of Recitals.

The Recitals set forth above are incorporated herein by reference and made a part of this Agreement.

Section 2. Party Obligations & Responsibilities.

The Parties agree that as of the Effective Date of this Agreement, for all permits issued on or after the Effective Date, the City shall collect all Okeechobee County Impact Fees, unless such time that this Agreement is terminated, as hereinafter provided, under the terms as outlined below:

A. City Obligations.

a. The City hereby agrees to assist and cooperate with the County in the collection of County Impact Fees which are imposed on development undertaken within the City limits on and after the Effective Date of this Agreement. The City shall require that the Applicant pay to the City the applicable County Impact Fees imposed by the Okeechobee County Impact Fee Ordinance prior to the issuance of a Building Permit by the City. To facilitate that collection, the City shall prepare, on forms provided by the County, a summary of the Impact Fees paid, which summary shall contain the following:

- i. The date paid;
- ii. The location of the property for which the Building Permit was issued;
- iii. The name and address of the Applicant;
- iv. The type of structure for which the Building Permit was issued;
- v. The amount of the County Corrections Impact Fee paid;
- vi. The amount of the County Fire Rescue and EMS Impact Fee paid;
- vii. The amount of the county Law Enforcement Impact Fee paid;
- viii. The amount of the County Library Impact Fee paid;
- ix. The amount of the County Parks and Recreation Impact Fee paid;
- x. The amount of the County Public Facilities Impact Fee paid;
- xi. The amount of the County Public School Impact Fee paid; and
- xii. The amount of the County Transportation Impact Fee paid.

b. If the Capital Facilities Impact Fee Construction undertaken does not require the issuance of a Building Permit, the appropriate Impact Fee shall be paid prior to final inspection by either the City or the County.

c. In the event a payment by a feepayer is returned as insufficient, the City agrees that it shall not perform any further inspections if the building permit is of no further force and effect pursuant to “Chapter 52. Impact and User Fees.”

d. The City shall maintain the collected County Impact Fees separate and distinct from all other revenues and shall transfer such collected Impact Fees to the County no later than the thirtieth (30th) day of each month following collection, or as may otherwise be required by applicable law, including, without limitation, Section 163.3180(5)(j)3.c, Florida Statutes.

e. The City shall on an annual basis provide a report to the County on expenditures of the Administrative Fee paid to the City pursuant to part Section 2.D. below.

B. County Obligations.

The County shall provide to the City written notice of any change by the Board of County Commissioners in the amount of the Impact Fees and shall provide the City with a copy of any Resolution or Ordinance which alters the amount of the Impact Fees to be collected by the City.

C. Refunds.

Any refunds requested shall be processed through the appropriate County Administrator or designee. In the event a refund is applied for, the City shall confirm that the building permit or development order for the development upon which the impact fees were paid is of no further force and effect. The City shall not thereafter allow any renewal or extension of the building permit or development order until such time as the impact fees have been paid.

D. Administrative Fee.

The administrative fee set forth in “Chapter 52. Impact and User Fees” shall accrue to the County and not to the City. As consideration for the services provided by the City under this ILA, the City shall be paid an administrative fee equal to 1.5% of the total Impact Fees collected, which shall be deducted prior to remission of the collected funds to the County. In conjunction with any renewal, amendment, or extension of this Agreement, and in any event on each anniversary of the Effective Date, the City may present the County with a revised administrative fee percentage reasonably necessary to compensate the City for its actual administrative costs of collecting the Impact Fees on the County’s behalf. Any such revised percentage presented by the City to the County shall be accompanied by a written good-faith certification by the City Administrator (or designee) stating that the revised percentage reflects the City's reasonable estimate of its actual administrative costs of collection. The adoption of any such revised percentage shall be subject to the same procedures for amendment and renewal as provided in Section 3.D. and 3.B. below.

E. Independent Fee Calculations/Credits.

Where a feepayer has made a request for credits, an independent fee calculation, or for any other reason, the City shall cooperate with the County and feepayer by providing to the County and feepayer information and documents in the City’s control.

F. Applicable County Code.

The County shall provide the City with a copy of “Chapter 52. Impact and User Fees” so that the City may ascertain what development orders and building permits must be referred to the County for calculation and payment of impact fees.

G. County Reporting to City Council.

Upon the written request of the City, the County shall attend a City Council meeting on an annual basis, at a date and time mutually agreed upon by the Parties, to present the City Council with an overview of the County’s use of the Impact Fees collected by the City on the County’s behalf. Such presentations shall be at no cost to the City, and the County shall provide any supporting materials reasonably requested by the City in advance of the meeting.

H. Filing.

The County shall, upon the execution by both parties, immediately file this Agreement with the Clerk of the Circuit Court of Okeechobee County, Florida.

Section 3. Other Terms and Conditions of Interlocal Agreement.

A. Effective Date.

This Interlocal Agreement and any subsequent amendment hereto shall be effective upon the later date of signing by both of the parties (“Effective Date”) and recording with the Okeechobee County Clerk of the Circuit Court as provided by Section 163.01(11), Florida Statutes.

B. Term/Termination.

The term of this Agreement shall be five (5) years from the Effective Date, unless sooner terminated as outlined herein. Either party may cancel this Agreement prior to the expiration of its term with sixty (60) days advance written notification to the other party. Upon expiration of the initial term, this Agreement may be renewed by the mutual written agreement of the Parties. Any renewal shall be subject to the provisions of Section 2.D. hereof regarding adjustment of the Administrative Fee.

C. Notices.

Any notice, demand, request, or other instrument which may be or is required to be given or delivered under this Agreement shall be deemed to be delivered (i) whether or not actually received, five (5) days after deposited in the United States mail, postage prepaid, certified or registered mail, return receipt requested, or (ii) when received (or when receipt is refused) if delivered personally or sent by a nationally-recognized overnight courier, all charges prepaid, at the addresses of County and City as set forth in this paragraph. Such address may be changed by written notice to the other party in accordance with this paragraph.

County:

Okeechobee County
Attn: County Administrator
304 NW 2nd Street
Okeechobee, Florida 34972

City:

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

D. Public Records.

Each party shall be responsible for its own public records related to this Agreement, pursuant to Chapter 119, Florida Statutes. Pursuant to Florida Statute §119.0701, the County and the City shall:

1. Retain all records in accordance with Chapter 119.
2. Keep and maintain public records required in order to perform the Agreement's requirements.
3. Upon request by the City or County custodian of public records, provide the public agency 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 costs as authorized by Florida law.
4. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements and are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement.
5. If the County or City, in their respective sole discretion, requests a copy of all public records in possession of the other party, the County or City shall duplicate and provide to the records, at no cost, all public records in possession within a reasonable amount of time and in a format that is reasonably accessible to the requesting party.

E. Assignment.

Neither the County nor the City shall assign, sublet, convey or transfer its interest in this Agreement, in whole or in part, at any time.

F. Entire Agreement/Amendments.

This Agreement, including attachments hereto, constitutes the entire agreement between the parties. It may be amended from time to time by the mutual agreement of the parties executed with the same formality as this agreement.

G. Severability.

If any section, paragraph, sentence, clause or provision of this Agreement is for any reason held by a court of competent jurisdiction to be unconstitutional, inoperative, or void, such holding shall not affect the remaining portions of this Agreement.

H. Third Party Beneficiaries.

No provision of this Agreement is intended to, or shall be construed to, create any third-party beneficiary or to provide any rights to any person or entity not a party to this

Agreement, including, but not limited to, any citizen or employees of the County and/or the City.

I. Execution.

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

J. Indemnification/Sovereign Immunity.

Except as otherwise specifically provided in the Agreement, neither party shall be liable for the negligent or wrongful acts of the other party in the performance of this Agreement. Nothing in this section is intended to serve as a waiver of each of the Parties' respective sovereign immunity.

K. Headings.

The section headings are inserted herein for convenience and reference only, and in no way define, limit or otherwise describe the scope or intent of any provisions hereof.

L. No Construction against Preparer.

This Agreement has been prepared jointly by the County and the City and their respective professional advisors. The County, City and their respective professional advisors believe that this Agreement expresses their agreement and that it should not be interpreted in favor of either the County or City or against the County or City merely because of their respective efforts in preparing it.

M. Governing Law and Dispute Resolution/Waivers.

This Agreement shall be governed by and in accordance with the laws of the State of Florida. Any legal action necessary to enforce this Agreement shall be held in the appropriate courts in and for Okeechobee County. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity by statute or otherwise. No single or partial exercise by any party of any right, power or remedy hereunder shall preclude any other or further exercise thereof. In any action brought by either party to enforce this Agreement, each party shall be responsible for its own attorneys' fees and costs. Each party also agrees to waive any and all rights to a trial by jury for any and all disputes or claims which may be related to or arise out of this Agreement.

[REMAINDER OF THIS PAGE LEFT BLANK INTENTIONALLY]

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

APPROVED this ____ day of _____ 2026, by the Okeechobee County Board of County Commissioners.

**Okeechobee County Board of County
Commissioners, a political subdivision of the
State of Florida**

Attest:

Jerald D. Bryant, Clerk of the Circuit Court
and Comptroller

By: _____
David Hazellief, Chairman
Board of County Commissioners

Approved as to Form and Legality for Okeechobee County:

TG Law PLLC, County Attorney

APPROVED this ____ day of _____ 2026, by the Okeechobee City Council.

**City of Okeechobee, Florida, a municipal
corporation of the State of Florida**

Attest:

Lane Gamiotea, CMC, City Clerk

By: _____
Dowling R. Watford, Jr., Mayor

Approved as to Form and Legality for City of Okeechobee:

John J. Fumero, City Attorney