



## **CITY OF OKEECHOBEE**

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

**JUNE 2, 2026**

**6:00 PM**

### **LIST OF EXHIBITS**

***Mayor***

Dowling R. Watford, Jr.

***Vice Mayor***

Monica Clark

***Council Members***

Noel Chandler

Bob Jarriel

David McAuley

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Exhibit 1	Property Disposal Request Form
Exhibit 2	Resolution No. 2026-04
Exhibit 3	Resolution No. 2026-05
Exhibit 4	Resolution No. 2026-06
Exhibit 5	CAS Governmental Services Invoice
Exhibit 6	Amendment No. 11 to FDOT Traffic Signal Agreement
Exhibit 7	City Administrator Employment Agreement



# City of Okeechobee

## PROPERTY DISPOSAL REQUEST FORM

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

**Department requesting item to be sold:**

Police Fire Public Works General Services Admin Clerk Finance

Property ID: \_\_\_\_\_ Asset ID: \_\_\_\_\_

**Reason for Disposal:**

Surplus Damaged Other: \_\_\_\_\_

**Brief description of item:** *(Please be sure to fill out the corresponding form)*

Building / Traylor Bus Fire Apparatus Heavy Equipment  
Heavy Truck Marine / Boat Office Equipment Tractor  
Vehicle Generic: \_\_\_\_\_

**Make/Brand:**

**Notes:**

**Model:**

**Year:**

**Serial Number:**

**Current Condition:**

**Estimated Value at Time of Acquisition:** \$ \_\_\_\_\_

**Estimated Value at Current Date:** \$ \_\_\_\_\_

I hereby request approval to dispose of the above listed item/s via:

GovDeals.com Auction Site

Other:

\_\_\_\_\_  
Department Head

\_\_\_\_\_  
Date submitted

Approved this \_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_ by \_\_\_\_\_

City Administrator

## RESOLUTION NO. 2026-04

A PRELIMINARY RATE RESOLUTION OF THE CITY OF OKEECHOBEE, FLORIDA; PURSUANT TO SECTION 2.08 OF ORDINANCE NO. 784 RELATING TO THE PROVISION OF SOLID WASTE COLLECTION AND DISPOSAL SERVICES; SETTING FORTH A BRIEF DESCRIPTION OF SOLID WASTE SERVICES PROVIDED; DETERMINING THE SOLID WASTE ASSESSED COST FOR THE UPCOMING FISCAL YEAR; ESTABLISHING THE ESTIMATED ASSESSMENT RATE FOR THE UPCOMING FISCAL YEAR; AUTHORIZING AND SETTING A PUBLIC HEARING TO CONSIDER COMMENTS FROM THE PUBLIC CONCERNING ADOPTION OF AN ANNUAL RATE RESOLUTION; DIRECTING THE CITY ADMINISTRATOR TO UPDATE THE ASSESSMENT ROLL, AND TO PROVIDE NECESSARY NOTICE THEREOF TO AFFECTED LANDOWNERS IN THE CITY OF OKEECHOBEE; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

**WHEREAS**, the City of Okeechobee, Florida (the “City”) has enacted Ordinance No. 784, which authorized the imposition of Solid Waste Assessments against certain assessable property located within the incorporated area of the City; and

**WHEREAS**, Section 197.3632(5) of the Florida Statutes requires that by September 15 of each year thereafter, the chair of the local governing board must certify a non-ad valorem Assessment Roll to the Tax Collector, which is necessary for the imposition of such Assessments; and

**WHEREAS**, the imposition of an annual Solid Waste Assessment is an equitable and efficient method of allocating and apportioning Solid Waste Collection and Disposal Costs among parcels of property within the incorporated area of the City; and

**WHEREAS**, Section 2.08 of Ordinance No. 784 requires that prior to the adoption of an annual Rate Resolution that the City must enact a Preliminary Rate Resolution, which includes the requirement of the City Administrator for the City to prepare an updated Assessment Roll; and

**WHEREAS**, the City Council desires to continue the Solid Waste Collection Assessment Program for the Fiscal Year (“FY”) beginning on **October 1, 2026**, and said Assessment is a non-ad valorem assessment.

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

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

**SECTION 2: AUTHORITY.** This Resolution is adopted pursuant to the provisions of Ordinance No. 784; Resolution No. 01-08, Section 197.3632(5) of the Florida Statutes, and other applicable provisions of law.

**SECTION 3: PURPOSE AND DEFINITIONS.** This Resolution constitutes a Preliminary Rate Resolution as defined in Section 2.08 of Ordinance No. 784, and previously adopted. The amount of the Solid Waste Assessment imposed each FY against each parcel of improved property shall be based on one or more of the following:

- a. Classification of improved property reasonably related to the generation of solid waste or recovered materials.
- b. The physical characteristics of a specific parcel or building.
- c. Any other factor reasonably related to the generation of solid waste or recovered materials; or
- d. Any combination of the foregoing; provided however, that the factor or combination of factors employed to compute the Solid Waste Assessment shall result in a Rate of Assessment not in excess of the special benefit accruing to such parcel of improved property.

**SECTION 4: DESCRIPTION OF SERVICES.** The services, facilities and programs to be provided to the citizens of the **City** for solid waste collection for the upcoming **FY** include the continuation of a Franchise with a solid waste company acceptable to the **City** for the provision of such services; for such company to provide the labor and equipment necessary to fulfill solid waste services; to provide receptacles for collection; to provide for scheduled and emergency pick-up services; to provide for pick-up of white goods, trash, and yard debris; and such other services customarily associated with such Franchise services.

**SECTION 5: SOLID WASTE ASSESSED COSTS AND ESTIMATED RATES.** It is determined that the Solid Waste Assessed costs to be assessed for the upcoming **FY** is the estimated sum of **\$851,945.76** and that this cost will be apportioned among customers at an estimated Assessment Rate for the upcoming **FY** in the annual sum of **\$425.76**.

**SECTION 6: UPDATING ANNUAL ASSESSMENT ROLL.** That the City Administrator is directed to prepare an updated Assessment Roll for the **FY** ending **September 30, 2027**, in the manner provided for in Ordinance No. 784. The updated Assessment Roll shall be certified on a compatible electronic medium with that of the Tax Collector and shall post the non-ad valorem Assessment for each parcel on the Roll, to be presented to the City Council for adoption at an annual Rate Resolution, which shall be certified to the Tax Collector before September 15 of the current year. The City Council may make corrections or alterations to the Roll up to 10-days prior to certification to the Tax Collector.

**SECTION 7: PUBLIC HEARING.** The City Council authorizes and sets for Public Hearing the adoption of the Annual Assessment Roll pursuant to Section 2.08 of Ordinance No. 784 to receive public comment pertaining to adoption of the annual Assessment Roll on the following date and time, which shall be duly published by the City Clerk for the **City**, to-wit:

**DATE: Tuesday, June 2, 2026.**

**TIME: 6:00 P.M., or soon thereafter.**

**PLACE: City Hall, 55 SE 3rd Avenue, Room 200, Okeechobee, Florida.**

The City Clerk is further directed to provide any supplemental or additional notice of adoption of the annual Assessment Roll as may be deemed proper, necessary, or convenient to the **City**.

**SECTION 8: CONFLICT.** All Resolutions or parts of Resolutions in conflict herewith are hereby repealed.

**SECTION 9: SEVERABILITY.** That if any portion of this Resolution should be judicially determined to be unenforceable, and then the balance thereof shall continue to remain in full force and effect.

**SECTION 10: EFFECTIVE DATE.** This Resolution shall become effective immediately upon its adoption.

**INTRODUCED AND ADOPTED** at a Public Hearing held this **2<sup>nd</sup>** day of **June 2026**.

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Dowling R. Watford, Jr., Mayor

**ATTEST:**

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Lane Gamiotea, CMC, City Clerk

**REVIEWED FOR LEGAL SUFFICIENCY:**

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Stephen L. Conteagüero, Assistant City Attorney  
Nason Yeager Gerson Harris & Fumero, P.A.

## RESOLUTION NO. 2026-05

**A RESOLUTION OF THE CITY OF OKEECHOBEE, FLORIDA; RELATING TO THE PROVISION OF SOLID WASTE COLLECTION AND DISPOSAL SERVICES; CONTINUING IMPOSITION OF THE SOLID WASTE COLLECTION ASSESSMENT PREVIOUSLY ESTABLISHED BY RESOLUTION NO. 01-08; ADOPTING THE ANNUAL RATE RESOLUTION AS PERMITTED BY ORDINANCE NO. 784 FOR FISCAL YEAR 2026-27; APPROVING THE PRELIMINARY RATE RESOLUTION; AND CERTIFYING THE SOLID WASTE ASSESSMENT ROLL AS AUTHORIZED BY THE FLORIDA STATUTES; PROVIDING FOR PUBLIC HEARING AND COMMENT; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the City of Okeechobee, Florida (the “City”) has enacted Ordinance No. 784, which authorized the imposition of Solid Waste Assessments against certain assessable property located within the incorporated area of the City; and

**WHEREAS**, the City has previously duly noticed and conducted a Public Hearing on **June 2, 2026**, which provided the opportunity to hear testimony and take written objections from the public and interested parties in accordance with Section 197.3632 of the Florida Statutes, and conjunction therewith, provided written notice to all affected property owners as to the effective time period, geographic area, and the maximum rate to be assessed against each parcel, and such additional information as required by law; and

**WHEREAS**, Section 197.3632(5) of the Florida Statutes requires that by September 15 of each year thereafter, the chair of the local governing board must certify a non-ad valorem Assessment Roll to the Tax Collector, which is necessary for the imposition of such Assessments; and

**WHEREAS**, the imposition of an annual Solid Waste Assessment is an equitable and efficient method of allocating Solid Waste Collection and Disposal Costs among parcels of property within the incorporated area of the City; and

**WHEREAS**, the City Council desires to continue the Solid Waste Collection Assessment Program for the **Fiscal Year (“FY”)** beginning on **October 1, 2026**, and said Assessment is a non-ad valorem assessment; and

**WHEREAS**, the City has previously adopted a Preliminary Rate Resolution for **FY 2026-27** which adopted an estimated Assessment Rate, and which set the matter for Public Hearing this date to consider adoption of the annual Assessment.

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

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

**SECTION 2: AUTHORITY.** This Resolution is adopted pursuant to the provisions of Ordinance No. 784; Resolution No. 01-08, Section 197.3632(5) of the Florida Statutes, and other applicable provisions of law.

**SECTION 3: PURPOSE AND DEFINITIONS.** This Resolution continues an annual Rate Resolution as defined in Section 2.08 of Ordinance No. 784, and previously adopted. The amount of the Solid Waste Assessment imposed each **FY** against each parcel of improved property shall be based on one or more of the following:

- a. Classification of improved property reasonably related to the generation of solid waste or recovered materials.
- b. The physical characteristics of a specified parcel or building.
- c. Any other factor reasonably related to the generation of solid waste or recovered materials; or
- d. Any combination of the foregoing; provided however, that the factor or combination of factors employed to compute the Solid Waste Assessment shall result in a Rate of Assessment not in excess of the special benefit accruing to such parcel of improved property.

**SECTION 4: SOLID WASTE COLLECTION AND ANNUAL ASSESSMENT ROLL.**

- a. It is hereby ascertained, determined and declared that continued imposition of an annual Solid Waste Assessment consistent with the maximum Assessment Rate Schedule in Section 2.08 of Ordinance No. 784, and Resolution No. 01-08, and also as adopted as the Preliminary Rate Resolution for **FY 2026-27** adopted by the City Council at a duly advertised Hearing continues to be a fair reasonable method of allocating Waste Collection and Disposal Costs among parcels of property within the incorporated area of the **City**.
- b. That the City Administrator has caused to be prepared the Assessment Roll for the **FY** beginning **October 1, 2026**, and ending **September 30, 2027**, in the manner provided for in Ordinance No. 784. The Solid Waste Collection and Disposal Cost for which the Solid Waste Collection and Disposal Assessment is intended to pay is **\$851,945.76**. The cost shall be apportioned among the parcels of real property within the incorporated area of the **City** as reflected on the Assessment Roll.
- c. It is hereby ascertained, determined, and declared that based upon the findings set forth in paragraph (a) and the Solid Waste Collection and Disposal Cost described in paragraph (b), the Rate of Assessment for the **FY 2026-27** as set forth in Appendix A and attached hereto and incorporated herein to continue an increase in the Assessment Rate included in any notice previously provided to owners of assessable property pursuant to Ordinance No. 784, Resolution No. 01-8, and Chapter 197 of the Florida Statutes.
- d. That the Solid Waste Collection Assessment Roll as presented by the City Administrator is hereby approved and adopted for the **FY 2026-27**, and the chair of the local governing board being the Mayor for the **City** or his designee, shall certify this non-ad valorem Assessment Roll on compatible electronic medium to the Tax Collector for Okeechobee County, Florida by **September 16, 2026**, which Roll shall contain the posting of the non-ad valorem assessment for each parcel.

**SECTION 5: ESTABLISH MAXIMUM RATE OF ASSESSMENT.** That the Rate of Assessment set forth in Appendix A for the year **2026** is adopted as the Rate of Assessment for the **FY 2026-27**. The **City**, through the chair or his or her designee, reserves the right to make such alterations to the Assessment Roll for up to 10-days prior to such certification if errors or omissions are discovered in the Roll.

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

**SECTION 7: SEVERABILITY.** That if any portion of this Resolution should be judicially determined to be unenforceable, then the balance thereof shall continue to remain in full force and effect.

**SECTION 8: EFFECTIVE DATE.** This Resolution shall become effective immediately upon its adoption.

**INTRODUCED AND ADOPTED** during a Public Hearing held this 2<sup>nd</sup> day of June 2026.

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

**ATTEST:**

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

**REVIEWED FOR LEGAL SUFFICIENCY:**

\_\_\_\_\_  
Stephen L. Conteagüero, Assistant City Attorney  
Nason Yeager Gerson Harris & Fumero, P.A.

**RESOLUTION NO. 2026-05**

**Appendix A**

The Assessments will be computed by multiplying the Rate of Assessment by the number of dwelling units for residential property uses. A single unit will be assessed on the following schedule:

The amount to be levied in the year **2026**: **\$425.76**  
The maximum amount to be levied in the year **2027**: **\$455.56**  
The maximum amount to be levied in the year **2028**: **\$487.45**  
The maximum amount to be levied in the year **2029**: **\$521.57**  
The maximum amount to be levied in the year **2030**: **\$558.08**  
The maximum amount to be levied in the year **2031**: **\$597.15**  
The maximum amount to be levied in the year **2032**: **\$638.68**

The total annual revenue to be collected by this assessment for **FY 2026-27** is: **\$ 851,945.76**  
The estimated total annual revenue to be collected by this assessment for **FY 2027-28**: **\$ 911,581.96**  
The estimated total annual revenue to be collected by this assessment for **FY 2028-29**: **\$ 975,392.70**  
The estimated total annual revenue to be collected by this assessment for **FY 2029-30**: **\$ 1,043,670.19**  
The estimated total annual revenue to be collected by this assessment for **FY 2030-31**: **\$ 1,116,727.10**  
The estimated total annual revenue to be collected by this assessment for **FY 2031-32**: **\$ 1,194,898.00**  
The estimated total annual revenue to be collected by this assessment for **FY 2032-33**: **\$ 1,278,540.86**

## RESOLUTION NO. 2026-06

**A RESOLUTION OF THE CITY OF OKEECHOBEE, FLORIDA; REVISING THE COMMERCIAL RATE SCHEDULE FOR SOLID WASTE COLLECTION AND DISPOSAL SERVICES WITHIN THE CITY OF OKEECHOBEE FOR FISCAL YEAR 2026-2027; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the City of Okeechobee, Florida (“**City**”) has determined that for the health and welfare of the community, each and every place of business, or other type of structure or abode shall be required to place their garbage and trash for pick-up and disposal in a safe and sanitary manner prescribed by the City Council; and

**WHEREAS**, the City Council of the **City** entered into a Restated Franchise Agreement with Waste Management, Inc., of Florida on May 6, 2025 (hereinafter, the “Franchise”), to provide such collection and disposal services to the community; and

**WHEREAS**, as provided in the Code of Ordinances Section 42-52, the City Council shall establish the charges and rates for the collection and disposal services required.

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

**SECTION 1: RECITALS.**

The foregoing “WHEREAS” clauses are ratified and confirmed as being true and correct and are made a specific part of this Resolution.

**SECTION 2: COMMERCIAL RATES.**

Commercial Rates per month for Solid Waste Collection and Disposal Services shall be as follows, from **October 1, 2026, to September 30, 2027**, (rates below include 10 percent Franchise fees):

Services	Component	End of Week	1x	2x	3x	4x	5x	6x	Extra Pick-Up
2 Cubic Yards	Total	\$ 92.61	\$ 172.15	\$ 320.51	\$ 452.88	\$ 585.22	\$ 717.57	\$ 849.94	\$ 80.74
3 Cubic Yards	Total	\$ 136.79	\$ 242.58	\$ 432.21	\$ 576.81	\$ 698.83	\$ 852.17	\$ 1,005.61	\$ 103.64
4 Cubic Yards	Total	\$ 170.59	\$ 296.01	\$ 517.38	\$ 663.48	\$ 847.38	\$ 1,012.42	\$ 1,182.48	\$ 112.69
6 Cubic Yards	Total	\$ 252.90	\$ 404.29	\$ 658.58	\$ 913.42	\$ 1,159.48	\$ 1,394.97	\$ 1,630.44	\$ 140.52
8 Cubic Yards	Total	\$ 302.53	\$ 480.14	\$ 780.01	\$ 1,058.24	\$ 1,336.56	\$ 1,609.92	\$ 1,885.81	\$ 159.72
<b>COMMERCIAL CANS</b>		<b>No. of Cans:</b>		<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>Extra Pick-Up</b>
		<b>Total:</b>		<b>\$25.86</b>	<b>\$38.97</b>	<b>\$51.63</b>	<b>\$64.89</b>	<b>\$90.03</b>	<b>\$5.97</b>
<b>OPTIONAL SERVICES</b>	<b>Casters:</b>	\$ 17.20	per month maintenance						
	<b>Roll-out:</b>	\$ 17.19	per month per number of service days/week						
	<b>Lockbar:</b>	\$ 184.49	installation						
	<b>Lock/Unlock/Gate:</b>	\$ 24.59	monthly fee times the number of pick-ups/week						
	<b>Overfilling Charges:</b>	\$ 150.00	per incident, not to exceed \$ 450.00 per month						
<b>ROLL-OFF COLLECTION RATES – COLLECTION AND DISPOSAL</b>									
	<b>20 Yard</b>	<b>30 Yard</b>	<b>40 Yard</b>	<b>Compactor</b>					
<b>Total:</b>	<b>\$ 421.08</b>	<b>\$ 444.25</b>	<b>\$ 467.34</b>	<b>\$ 467.34</b>					
<b>Wasted Trip Charge:</b>								<b>\$ 100.00</b>	
<b>Monthly Charges/Two Haul Minimum:</b>								<b>\$ 100.00</b>	
<b>DISPOSAL</b>	<b>Collection and Disposal:</b>								<b>\$ 25.04 per ton</b>
	<b>Garbage:</b>								<b>\$ 44.78 per ton</b>
	<b>Vegetation:</b>								<b>\$ 21.65 per ton</b>

Any additional or special waste collection request over and above contracted service rate can be negotiated between the customer and contractor.

**SECTION 3: RATE ADJUSTMENTS.**

The present Franchise, effective **October 1, 2026**, to **September 30, 2027**, is subject to periodic rate adjustments for consumer price index (CPI) cost of living, diesel fuel surcharge, and adjustments necessary due to changes in law or regulatory action. Such rate adjustments may affect Commercial Rates over those set out in Section Two, which will not occur without Public Notice and Public Hearing.

**SECTION 4: CONFLICT.**

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

**SECTION 5: SEVERABILITY.**

That if any portion of this Resolution should be judicially determined to be unenforceable, then the balance thereof shall continue to remain in full force and effect.

**SECTION 6: EFFECTIVE DATE.**

The charges and rate established by this Resolution shall take effect on **October 1, 2026**.

**INTRODUCED AND ADOPTED** in regular session this 2<sup>nd</sup> day of June 2026.

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Dowling R. Watford, Jr., Mayor

**ATTEST:**

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Lane Gamiotea, CMC, City Clerk

**REVIEWED FOR LEGAL SUFFICIENCY:**

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Stephen L. Conteagüero, Assistant City Attorney  
Nason Yeager Gerson Harris & Fumero, P.A.

**CAS Governmental Services, LLC**  
**Communication Advocacy Specialists**

***Governmental – Legislative Services – Grants – Special Funding***  
P.O. Box 210623 • Royal Palm Beach, Florida 33421-0623  
Telephones: 561.512.0089 • 850.228.1296 • Fax: 866.929.8006

May 15, 2026

Gary Ritter, City Administrator  
City of Okeechobee  
55 SE Third Avenue  
Okeechobee, FL 34974

Re: Grant Management and Administration Services  
Public Safety Facility Improvements Phase 2  
FY25-26 Legislative Appropriation Grant No. MS1252

Dear Gary –

Thank you for the opportunity to provide Grant Management and Administration Services per the terms of our agreement for the Public Safety Facility Improvements Phase 2 project, Grant Agreement No. MS1252.

We proposed over 24-months to provide Grant Management and Administration Services in the amount of \$25,000.00 to be invoiced monthly at \$1,041.67.

Thank you for your continued trust and partnership. It is always a pleasure assisting the City, and we appreciate the opportunity to support and be part of your team!

Kind Regards,



Connie Vanassche  
President

## **CAS Governmental Services, LLC**

"Communication Advocacy Services"

Post Office Box 35  
Canal Point, Florida 33438

This Agreement is by and between the City of Okeechobee hereinafter referred to as the "CITY" and CAS Governmental Services, LLC hereinafter referred to as CASGS.

**Whereas**, the CITY desires to enter in an agreement with CASGS for Grant Administration of certain projects and programs as directed by the CITY.

**Whereas**, CASGS, being an established grants and special funding firm is qualified to administer appropriate and directed projects for the CITY.

### **PUBLIC INFORMATION:**

The Florida Legislature has amended Chapter 119 Florida Statutes, Section .0701 thereof, to expand the obligation of local government to include into all contracts certain language that relates to public records, which is made a part of this Contract. See Attachment.

The contractor agrees to follow the rules as set forth in the Chapter 119 Florida Statutes and an attachment A, of information, is made part of this of this agreement.

**SERVICES:** CASGS shall provide all personnel, labor and materials to Administer the project from concept to close-out with the appropriate state agency, monitoring and meeting appropriate parties to make every effort to maintain the grant on schedule and within budget. CASGS will meet with the designated CITY Staff as directed and receive direction throughout the project, including monthly reports, reimbursement payments and close-out documents.

**No Contingency Fees:** Both the CITY and CASGS fully understand and accept that payment of fees herein is not contingent upon the outcome or success of professional lobbying services. In accordance with 11.047 and 112.3217, Florida Statutes (2013), no contingency fee or performance based fee is agreed to by either the CITY or CASGS, nor will any contingency fee be paid by the CITY or received by CASGS for any of the herein described services.

**COMPENSATION:**

Grant Administration Services. For each grant award administered pursuant to this Agreement, CASGS shall receive the following total compensation:

Four and one-half (4.5%) percent.

Provided however that in no case shall the grant administration fee for any grant award where allowable Grant Award Administration Fees are listed, CASGS agrees to not exceed the allowable administrative fee rate or sum specified. If the administrative time period for a grant award project exceeds 36 months, CITY and CASGS agree to negotiate appropriate additional administrative costs to bring the grant to close-out or closure, if necessary. Grant administration fees provided for in this paragraph may not be paid out of grant proceeds. For each grant, CASGS will invoice CITY, on a regular periodic basis, for the percentage of total compensation due that corresponds to the percentage of the overall grant administration services performed. CITY agrees to pay CASGS invoices within thirty (30) days of receipt.

**EFFECTIVE DATE:** This contract shall become effective when executed.

Dated this 3rd day of January, 2017.

**FOR: CITY OF OKEECHOBEE**

**FOR: CAS GOVERNMENTAL SERVICES**

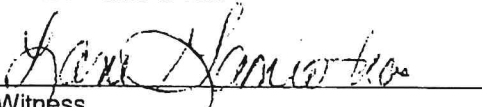
Communication Advocacy Services

  
Signature

  
Signature

Dowling R. Watford, Jr., Mayor  
Printed Name & Title

M. Dale Milita, President  
Printed Name & Title

  
Witness  
Lane Gamioatea, City Clerk

  
Witness

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**AMENDMENT TO THE TRAFFIC SIGNAL MAINTENANCE  
AND COMPENSATION AGREEMENT**

CONTRACT NO. ARW85  
FINANCIAL PROJECT NO. 413643-1-88-01  
F.E.I.D. NO. F596000393001  
AMENDMENT NO. 11

**THIS AMENDMENT TO THE TRAFFIC SIGNAL AND MAINTENANCE AGREEMENT** ("Amendment") is made and entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 2026, by and between the STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION ("Department"), an agency of the State of Florida, and the City of Okeechobee, ("Maintaining Agency").

**RECITALS**

WHEREAS, the Department and the Maintaining Agency on June 11, 2015 entered into a Traffic Signal Maintenance and Compensation Agreement ("Agreement").

WHEREAS, the Parties have agreed to modify the Agreement on the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the mutual covenants in this Amendment, the Agreement is amended as follows:

- 1. Exhibit A is amended, superseded and replaced in its entirety with the new Exhibit A that is attached to this Amendment.

IN WITNESS WHEREOF, the undersigned parties have executed this Amendment on the day, month and year set forth above.

CITY OF OKEECHOBEE, Florida  
(Maintaining Agency)

**STATE OF FLORIDA  
DEPARTMENT OF TRANSPORTATION**

By: \_\_\_\_\_  
(Authorized Signature)

By: \_\_\_\_\_  
(Authorized Signature)

Print/Type Name: Dowling R. Watford, Jr.

Print/Type Name: Steven Davis

Title: Mayor

Title: District Traffic Operations Engineer

ATTEST:

Legal Review: \_\_\_\_\_

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

REVIEWED FOR LEGAL SUFFICIENCY:

\_\_\_\_\_  
Stephen Conteaguero, City Attorney  
Nason Yeager Gerson Harris & Fumero, P.A.

EXHIBIT A

Compensation for Maintaining Traffic Signals and all other Devices for FY 2027															Maintaining Agency:			City of Okeechobee		
Effective Date: 7/1/2026		To: 6/30/2027													FPID: 413643-1-88-01	Contract:		ARW85		
Intersection Locations		ID #	TS	IMTS	ICB	PFB	FDS	SAWD	ISNS	BOS	TWB	PDDS	UPS	CAVD	PHB	ADMS	PPD	TrMC	IRWL	Total
SR 15/US 98	SR 15 / WAL MART	994	\$ 4,266						\$ 429											\$ 4,695
SR 15/US 98 (PARK ST)	SR 70 / SR 700 / US 98 (PARROT AV	995	\$ 4,266						\$ 429				\$ 135							\$ 4,830
SR 70/	NW 5TH AVE	1005	\$ 4,266																	\$ 4,266
SR 70/	SE 8TH AVE	1007	\$ 4,266																	\$ 4,266
SR 70/	SE 10TH AVE	1008	\$ 4,266																	\$ 4,266
US 441	N 9TH ST	1555	\$ 4,266						\$ 429				\$ 135							\$ 4,830
US 441 NB	S 6TH ST	F616				\$ 828														\$ 828
US 441	S 6TH ST (RRFB)	F618				\$ 828														\$ 828
US 441 SB	S 6TH ST	F620				\$ 828														\$ 828
																			Total Lump Sum *	\$ 29,637

\* Amount paid shall be the Total Lump Sum *minus any retainage or forfeiture* .

I certify that the above traffic signals will be maintained and operated in accordance with the requirements of the Traffic Signal Maintenance and Compensation Agreement. For satisfactory completion of all services detailed in this Agreement for this time period, the Department will pay the Maintaining Agency a Total Lump Sum (minus any retainage or forfeiture) of \$ 29,637

\_\_\_\_\_  
 Maintaining Agency                      City Administrator                      Date

\_\_\_\_\_  
 District Traffic Operations Engineer                      Date

Legend:

- TS - Traffic Signal
- IMTS - Traffic Signal Interconnected & Monitored
- ICB - Intersection Control Beacon
- PFB - Pedestrian Flashing Beacon
- FDS - Emergency Fire Department Signal
- SAWD - Speed Activated Warning Display

- ISNS - Illuminated Street Name Sign
- BOS - Blank Out Sign
- TWB - Traffic Warning Beacon
- PDDS - Probe Data Detection System (formerly Travel Time Detector (TTD))
- UPS - Uninterruptible Power Supply
- CAVD - Connected Automated Vehicle Device

- PHB - Pedestrian Hybrid Beacon
- ADMS - Arterial Dynamic Message Sign
- PPD - Passive Pedestrian Detection
- TrMC - Traffic Monitoring Camera
- IRWL - In-Roadway Warning Lights
- Total - Compensation Amount (using Unit Rates from Exhibit B)

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**AMENDMENT TO THE TRAFFIC SIGNAL MAINTENANCE  
AND COMPENSATION AGREEMENT**

CONTRACT NO. ARW85  
FINANCIAL PROJECT NO. 41364318801  
F.E.I.D. NO. F596000393001  
AMENDMENT NO. 1

**THIS AMENDMENT TO THE TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT** ("Amendment") is made and entered into on this 20~~th~~ day of January, 2017, by and between the STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION ("Department"), an agency of the State of Florida, and City of Okeechobee, ("Maintaining Agency").

**RECITALS**

WHEREAS, the Department and the Maintaining Agency on June 11<sup>th</sup> 2015 entered into a Traffic Signal Maintenance and Compensation Agreement ("Agreement").

WHEREAS, the Parties have agreed to modify the Agreement on the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the mutual covenants in this Amendment, the Agreement is amended as follows:

All the terms and conditions of the Agreement are superseded and replaced in their entirety by the terms and conditions contained in Attachment "1", Revised Terms and Conditions for the Traffic Signal Maintenance and Compensation Agreement, attached to and incorporated into this Amendment.

IN WITNESS WHEREOF, the undersigned parties have executed this Amendment on the day, month and year set forth above.

City of Okeechobee, Florida  
(Maintaining Agency)  
By [Signature]  
(Authorized Signature)

Print/Type Name: Dowling R. Watford, Jr.

Title: Mayor

Attest: [Signature]  
Lane Gamiotea, CMC, City Clerk

Attorney: [Signature] Date: 1/3/17  
John R. Cook

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

By [Signature]  
(Authorized Signature)

Print/Type Name: Keith Slater

Title: District Traffic Operations Engineer

Legal Review: [Signature]

**ATTACHMENT 1**  
**REVISED TERMS AND CONDITIONS FOR THE**  
**TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT**

CONTRACT NO. ARW85  
 FINANCIAL PROJECT NO. 41364318801  
 F.E.I.D. NO. F596000393001

The following terms and conditions replace and supersede all the existing terms and conditions contained within the Traffic Signal and Maintenance Agreement:

- A. The Department is authorized under Section 335.055, Florida Statutes, to enter into this Agreement.
- B. The Maintaining Agency is authorized under Resolution No. 2015-02 to enter into this Agreement and has authorized its undersigned representative to enter into and execute this Agreement on behalf of the Maintaining Agency.

**NOW, THEREFORE**, in consideration of the mutual covenants contained in the Agreement, the sufficiency of which is acknowledged, the parties mutually agree and covenant as follows:

1. The term "Traffic Signals and Devices" is defined as follows: all traffic signals, interconnected and monitored traffic signals ("IMTS") (defined as signals that are interconnected with telecommunications and are monitored at a central location), traffic signal systems (defined as central computer, cameras, message signs, communications devices, interconnect / network, vehicle, bicycle & pedestrian detection devices, traffic signal hardware and software, preemption devices, and uninterruptible power supplies ("UPS")), control devices (defined as intersection control beacons, traffic warning beacons, illuminated street name signs, pedestrian flashing beacons (i.e., school zone flashing beacons, pedestrian crossing beacons, and Rectangular Rapid Flashing Beacons)), blank-out signs, travel time detectors, emergency/fire department signals, speed activated warning displays, and other types of traffic signals and devices specifically identified within Exhibit A, which are located on the State Highway System within the jurisdictional boundaries of the Maintaining Agency.

The Maintaining Agency shall be responsible for the maintenance and continuous operation of Traffic Signals and Devices ("Project"). The Maintaining Agency shall be responsible for the payment of electricity and electrical charges incurred in connection with operation of Traffic Signals and Devices upon completion of installation of each of the Traffic Signals and Devices.

2. The Department agrees to pay the Maintaining Agency an annual compensation amount based on the Department's fiscal year. The compensation amount consists of the cost of the maintenance and continuous operation of the Traffic Signals and Devices as identified in Exhibit A, which is attached and incorporated into this Agreement. Compensation will also be made for costs incurred for the repair and/or replacement of damaged Traffic Signals and Devices as identified in Exhibit C, attached and incorporated into this Agreement. Payments by the Department will be made in accordance with Exhibit B. In the case of construction contracts, the Maintaining Agency shall be responsible for the payment of electricity and electrical charges incurred in connection with the operation of the Traffic Signals and Devices, and shall undertake the maintenance and continuous operation of these Traffic Signals and Devices upon final acceptance of the installation by the Department. Prior to any final acceptance of the installation by the Department, the Maintaining Agency will have the opportunity to inspect and request modifications or corrections to the installation(s) and the Department agrees to undertake those modifications or corrections prior to final acceptance so long as the modifications or corrections comply with the Agreement, signal plans, and specifications previously approved by both the Department and Maintaining Agency. Repair or replacement and other responsibilities of the installation contractor and the Department, during construction, are contained in the Department's Standard Specifications for Road and Bridge Construction.
3. If Traffic Signals and Devices are damaged and the Maintaining Agency did not cause the damages, then the Department shall reimburse the Maintaining Agency for the actual costs incurred by the Maintaining Agency for repairs and/or replacement of Traffic Signals and Devices, once the following occurs:
  - a. The Department has approved a properly completed invoice for reimbursement that was provided to the Department outlining the details of the requested reimbursements; and
  - b. Evidence of the costs incurred were included as an attachment to the invoice.

Exhibit C sets forth additional conditions that apply when the Maintaining Agency seeks to obtain reimbursement for costs incurred for repair and/or replacement of damaged Traffic Signals and Devices. Exhibit C also serves as a form invoice that can be used by the Maintaining Agency. The Maintaining Agency shall obtain written approval from the Department regarding the appropriate method of repair and/or replacement of damaged Traffic Signals and Devices prior to performing repair and/or replacement work. If there is an immediate risk to public safety due to damaged Traffic Signals and Devices and the Maintaining Agency is unable to immediately obtain the Department's written approval regarding the method of repair and/or replacement, then the Maintaining Agency shall immediately repair and/or replace the Traffic Signals and Devices. The Maintaining Agency shall notify the Department within thirty (30) calendar days of becoming aware of any damage to Traffic Signals and Devices caused by third parties. The Department shall be responsible for pursuing reimbursement from individuals and/or the third parties

**ATTACHMENT 1**  
**REVISED TERMS AND CONDITIONS FOR THE**  
**TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT**

11. The Maintaining Agency shall note in the maintenance log any changes in timings and phasings, and keep a copy of the timings and phasings, and any approval documentation in a file. A copy of the log shall be provided to the Department upon request. Maintaining Agencies may provide this information electronically.
12. The Maintaining Agency and the Department shall update Exhibit A on an annual basis through an amendment of this Agreement. The Maintaining Agency designates Public Works Director as its authorized representative(s), who is delegated the authority to execute any and all amendments to Exhibit A of this Agreement on behalf of the Maintaining Agency. Exhibit A contains a list of Traffic Signals and Devices that identifies their location and type. No changes or modifications may be made to Exhibit A during the Department's fiscal year for compensation. Traffic Signals and Devices added by the Department during its fiscal year must be maintained and operated by the Maintaining Agency upon the Department's final acceptance of installation of the new Traffic Signals and Devices. The Maintaining Agency and the Department shall amend Exhibit A prior to the start of each new fiscal year of the Department to reflect the addition or removal of Traffic Signals and Devices. The Maintaining Agency will begin receiving compensation for new Traffic Signals and Devices that were added to Exhibit A by amendment of this Agreement in the Department's fiscal year occurring after the Traffic Signals and Devices are installed and final acceptance of such installation is given by the Department. In the event that no change has been made to the previous year's Exhibit A, a certification from the Maintaining Agency shall be provided to the Department certifying that no change has been made to Exhibit A in the Department's previous fiscal year. The annual compensation will be a lump sum payment (*minus any retainage or forfeiture*) as set forth in Exhibit B. Future payments will be based on the information provided in Exhibit A, in accordance with the provisions as set forth in Exhibit B, attached to and incorporated in this Agreement. Some of the Traffic Signals and Devices may not be listed in Exhibit A because the cost of operating and maintaining such devices is relatively small. The Department has factored in these costs and the compensation provided through this Agreement also covers the cost of operation and maintenance for Traffic Signals and Devices that are not listed in Exhibit A.
13. Payment will be made in accordance with Section 215.422, Florida Statutes.
14. There shall be no reimbursement for travel expenses under this Agreement.
15. Bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof.
16. The Maintaining Agency should be aware of the following time frames. Inspection and approval of goods or services shall take no longer than twenty (20) working days. The Department has twenty (20) days to deliver a request for payment (voucher) to the Department of Financial Services. The twenty (20) days are measured from the latter of the date the invoice is received or the goods or services are received, inspected and approved.
17. If a payment is not available within forty (40) days, a separate interest penalty at a rate as established pursuant to Section 55.03(1), Florida Statutes, will be due and payable, in addition to the invoice amount, to the Maintaining Agency. Interest penalties of less than one (1) dollar will not be enforced unless the Maintaining Agency requests payment. Invoices returned to a Maintaining Agency because of Maintaining Agency preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.
18. A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for contractors or vendors who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.
19. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for five (5) years after final payment is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred include the Maintaining Agency's general accounting records and the Project records, together with supporting documents and records, of the contractor and all subcontractors performing work on the Project, and all other records of the Contractor and subcontractors considered necessary by the Department for a proper audit of costs.
20. If, after Project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement which it has with the Maintaining Agency owing such amount if, upon demand, payment of the amount is not made within 60 days to the Department. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the Department.
21. The Maintaining Agency must submit the final invoice on the Project to the Department within 120 days after termination of the Agreement. Invoices submitted after the 120-day time period may not be paid.
22. In the event this contract is for services in excess of \$25,000.00 and a term for a period of more than one (1) year, the provisions of Section 339.135(6)(a), F. S., are hereby incorporated:

**ATTACHMENT 1****REVISED TERMS AND CONDITIONS FOR THE  
TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT**

"The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the Comptroller of the Department that such funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of \$25,000.00 and which have a term for a period of more than 1 year."

23. The Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the Department's funding for this Project is in multiple fiscal years, funds approval from the Department's Comptroller must be received each fiscal year prior to costs being incurred. See Exhibit B for funding levels by fiscal year. Project costs utilizing these fiscal year funds are not eligible for reimbursement if incurred prior to funds approval being received. The Department will notify the Maintaining Agency, in writing, when funds are available.
24. In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity.
25. 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 on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids 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 Section 287.017, Florida Statutes, for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.
26. An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied or have further been determined by the Department to be a non-responsible contractor may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the Maintaining Agency.
27. The Department shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation will be cause for unilateral cancellation of this Agreement.
28. No funds received pursuant to this Agreement may be expended for lobbying the Legislature, the judicial branch or a state agency.
29. The Maintaining Agency shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project.
30. The Maintaining Agency may be subject to inspections of Traffic Signals and Devices by the Department. Such findings will be shared with the Maintaining Agency and will be the basis of all decisions regarding payment reduction, reworking, Agreement termination, or renewal. If at any time the Maintaining Agency has not performed the maintenance responsibility on the locations specified in the Exhibit A, the Department has the option of (a) notifying the Maintaining Agency of the deficiency with a requirement that it be corrected within a specified time, otherwise the Department shall deduct payment, suspend funds, or terminate funds for any deficient maintenance of Traffic Signals and Devices that has not been corrected at the end of such time, or (b) take whatever action is deemed appropriate by the Department. Any deduction in payment, suspension of funds, or termination of funds does not relieve any obligation of the Maintaining Agency under the terms and conditions of this Agreement.
31. The Department shall monitor the performance of the Maintaining Agency in the fulfillment of its responsibilities under the Agreement. The Maintaining Agency shall submit an annual Report prior to June 30 of each year detailing the following:
  - a. Critical Detection device malfunctions: Critical Detection devices include the detectors on side-streets and in left turn lanes on the main streets, and all pedestrian/bicycle detectors. Repairs to the side-street and main street left turn detectors shall be made within ninety (90) days and pedestrian detectors within seventy-two (72) hours of discovery. The Maintaining Agency shall ensure that 90% of all Critical Detection devices system wide are operating at all times. At any time the level drops below 90%, the Maintaining Agency shall notify the Department and correct the situation within a time frame determined in the sole discretion of the Department. Discovery and correction dates for Critical

**ATTACHMENT 1**  
**REVISED TERMS AND CONDITIONS FOR THE**  
**TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT**

Detection device malfunction shall be logged into the annual report. If the repairs cannot be performed within stipulated times, the agency shall document the reason(s) why in the annual report. When the 90% Critical Detection device requirement is (are) not met, a 10% retainage of the total annual compensation amount (as shown in Exhibit B) for the affected Critical Detection device location(s) each month will be withheld after the 90-day period.

- b. Traffic signal preventive maintenance inspections: Traffic signals shall receive a comprehensive preventive maintenance inspection on at least 50% of all traffic signals annually, alternating the remaining 50% the following year. Preventive maintenance inspection shall include verification that all detection is working, the traffic signal is cycling properly, the ventilation system is functioning and filters are clean. Basic traffic cabinet maintenance shall also verify power feed voltages, verify that the vehicle and pedestrian indications are functioning properly, test the effective functioning of pedestrian push buttons, and check hinges and door locks. At least one (1) conflict monitor test shall be performed on 50% of traffic signals annually, alternating the remaining 50% the following year. Each test is to be documented and included in the annual report to the Department. The inspection report shall note the location, date of inspection, and any items noted. If 50% of the traffic signals do not receive at least one (1) comprehensive preventive maintenance inspection during a twelve (12) month period, there shall be a 20% retainage of the annual compensation amount for the affected traffic signal locations until the preventive maintenance inspection is made. If not performed within the state's fiscal year, the 20% retainage of the annual compensation amount for the affected traffic signal locations will be forfeited.
  - c. For any traffic signals that are interconnected with telecommunications and their real-time operation is electronically monitored via software by personnel at a central location and are therefore receiving the higher compensation amount as described in Exhibit B, the name(s) and title(s) of those monitoring those intersections, and the location of the central monitoring facility(ies), are to be documented and contained in the annual report submitted to the Department.
32. The Maintaining Agency may enter into agreements with other parties pertaining to Traffic Signals and Devices including, but not limited to, agreements relating to costs and expenses incurred in connection with the operation of Traffic Signals and Devices on the State Highway System, provided that such Agreements are consistent with the mutual covenants contained in this Agreement. The Maintaining Agency shall furnish a copy of such agreements to the Department.
  33. This Agreement may not be assigned or transferred by the Maintaining Agency in whole or in part without prior written consent of the Department.
  34. The Maintaining Agency shall allow public access to all documents, papers, letters, or other material subject to provisions of Chapter 119, Florida Statutes, and made or received by the Maintaining Agency in conjunction with this Agreement. Failure by the Maintaining Agency to grant such public access will be grounds for immediate unilateral cancellation of this Agreement.
  35. At no additional cost to the Department, the Maintaining Agency shall provide the Department access to all traffic signal data available from the firmware of the traffic signal controllers and other devices covered under this Agreement. The Maintaining Agency shall include the Department as a party to all traffic signal firmware/software related agreements that the Maintaining Agency enters into with other parties.
  36. This Agreement is governed by and construed in accordance with the laws of the State of Florida. The invalidity or unenforceability of any portion of this Agreement does not affect the remaining provisions and portions hereof. Any failure to enforce or election on the part of the Department to not enforce any provision of this Agreement does not constitute a waiver of any rights of the Department to enforce its remedies hereunder or at law or in equity.
  37. In no event shall the making by the Department of any payment to the Maintaining Agency constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the Maintaining Agency and the making of such payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.
  38. The term of this Agreement is twenty (20) years from the date of execution of the Agreement; provided that either party may cancel this Agreement prior to the expiration of the term of this Agreement. A minimum notice period of two (2) years plus the remaining months of the Department's fiscal year shall be provided to the other party in writing. Should the Maintaining Agency provide its written notice of cancellation to the Department, the notice shall be endorsed by the elected body (County Commission, City Council, or local agency governing body) under which the Agency operates.
  39. Any Project funds made available by the Department which are determined by the Department to have been expended in violation of this Agreement or any other applicable law or regulation shall be promptly refunded in full to the Department. Acceptance by the Department of any documentation or certifications, mandatory or otherwise permitted, that the Maintaining Agency files shall not constitute a waiver of the Department's rights and Department has the right to verify all information at a

**ATTACHMENT 1**  
**REVISED TERMS AND CONDITIONS FOR THE**  
**TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT**

later date by audit or investigation. Within thirty (30) days of the termination of this Agreement, the Maintaining Agency shall refund to the Department any balance of unobligated funds which were advanced or paid to the Maintaining Agency. In the event the Maintaining Agency fails to perform or honor the requirements and provisions this Agreement, the Maintaining Agency shall return funds in accordance with this paragraph within thirty (30) days of termination of the Agreement.

40. Upon execution, this Agreement cancels and supersedes any and all prior Traffic Signal Maintenance Agreement(s) between the parties, except any specific separate Agreements covering painted mast arm maintenance or any other aspect related to the painting of mast arms.
41. The Department reserves the right to remove select critical corridors or critical intersections from the Maintaining Agency's obligation under this Agreement. The remaining intersections and corridors would continue to be covered under this Agreement. The Department will provide a minimum of one year notice prior to take-over of maintenance of critical corridors or critical intersections.
42. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute the same Agreement. A facsimile or electronic transmission of this Agreement with a signature on behalf of a party will be legal and binding on such party.
43. The Department agrees that the Maintaining Agency must comply with State law regarding appropriations and budgets. This Agreement shall not be interpreted to conflict with State law applicable to the Maintaining Agency.
44. The Maintaining Agency shall:
  - a. utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Maintaining Agency during the term of the Agreement; and
  - b. expressly require any contractors and subcontractors performing work or providing services pursuant to the Agreement to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the Agreement term.
45. Unless authorized by law and agreed to in writing by the Department, the Department will not be liable to pay attorney fees, interest, or cost of collection.
46. The Parties agree to comply with s.20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with s.20.055(5), Florida Statutes.
47. Exhibits A, B, and C are attached and incorporated into this Agreement.
48. This Agreement contains all the terms and conditions agreed upon by the parties.

**ATTACHMENT 1**

**REVISED TERMS AND CONDITIONS FOR THE TRAFFIC SIGNAL MAINTENANCE AND  
COMPENSATION AGREEMENT**

**Reimbursement for Maintenance and Operation**

Exhibit A										
Compensation for Maintaining Traffic Signals and Devices for FY										
Effective Date: from _____ to _____										
Intersection Location	Traffic Signals (TS)	Traffic Signal - Interconnected & monitored (IMTS)	Intersection Control Beacon (ICB)	Pedestrian Flashing Beacon (PFB)	Emergency Fire Dept. Signal (FDS)	Speed Activated Warning Display (SAWD) or Blank Out Sign (BOS)	Traffic Warning Beacon (TWB)	Travel Time Detector	Uninterruptible Power Supplies (UPS)	Compensation Amount (using Unit Rates from Exhibit B)
Total Lump Sum Amount*										

\*Amount paid shall be the Total Lump Sum (minus any retainage or forfeiture).

I certify that the above Traffic Signals and Devices will be maintained and operated in accordance with the requirements of the Traffic Signal Maintenance and Compensation Agreement. For satisfactory completion of all services detailed in this Agreement for this time period, the Department will pay the Maintaining Agency a Total Lump Sum (minus any retainage or forfeiture) of \$\_\_\_\_\_.

\_\_\_\_\_  
Maintaining Agency Date

\_\_\_\_\_  
District Traffic Operations Engineer Date

**ATTACHMENT 1**  
**REVISED TERMS AND CONDITIONS FOR THE TRAFFIC SIGNAL**  
**MAINTENANCE AND COMPENSATION AGREEMENT**

**EXHIBIT B**  
**TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT**

**1.0 PURPOSE**

This exhibit defines the method and limits of compensation to be made to the Maintaining Agency for the services described in this Agreement and in Exhibit A and method by which payments will be made.

**2.0 COMPENSATION FOR MAINTENANCE AND OPERATION**

For the satisfactory completion of all services related to maintenance and operation detailed in this Agreement and Exhibit A of this Agreement, the Department will pay the Maintaining Agency the Total Lump Sum (*minus any retainage or forfeiture*) in Exhibit A. The Maintaining Agency will receive one lump sum payment (*minus any retainage or forfeiture*) at the end of each fiscal year for satisfactory completion of service.

Beginning in the fiscal year 2016-17, for traffic signals that are not interconnected with telecommunications and are not monitored at a central location, the compensation amount shall be \$3,131. The compensation amount for traffic signals that are interconnected with telecommunications and are monitored at a central location shall be \$4,500 per signal location. These differential compensation amounts shall be in effect beginning July 1, 2016. The Table below shows the compensation amount for the various devices for fiscal years 2015-16 and 2016-17, and beyond.

Total Lump Sum (*minus any retainage or forfeiture*) Amount for each fiscal year is calculated by adding all of the individual intersection amounts.

Pedestrian Flashing Beacon: includes school zone beacons, pedestrian crossing beacons, and rectangular rapid flashing beacons (RRFB). School zones, crosswalks and warning sign locations shall be paid at a unit rate regardless of the number of individual beacons or poles.

**Unit Compensation Rates per Intersection on the State Highway System**

FY	Traffic Signal s (TS)	Traffic Signal - Interconnect ed & monitored (IMTS)	Intersecti on Control Beacon (ICB)	Pedestria n Flashing Beacon (PFB)	Emergen cy Fire Dept. Signal (FDS)	Speed Activate d Warning Display (SAWD) or Blank Out Sign (BOS)	Traffic Warni ng Beaco n (TWB)	Travel Time Detect or	Uninterrupti ble Power Supplies (UPS)
2014-15*	\$ 2,951		\$738	\$295	\$738	\$148	\$148		
2015-16	3,040		760	608	1,064	304	304		
2016-17	3,131	4,500	783	626	1,096	313	313	100	100
2017-18	Based on the Consumer Price Index (CPI), the 2016-17 compensation amounts will be revised upwards.								
2018-19	Based on the CPI, the 2017-18 compensation amounts will be revised upwards.								
2019-20	Based on the CPI, the 2018-19 compensation amounts will be revised upwards.								

\*Compensation pro-rata based on intersection approaches or legs on State Highway System.

Based on the Consumer Price Index (CPI), the Unit Rate for the following fiscal year will be adjusted accordingly, unless otherwise specified in an amendment to this Agreement. However, if CPI is negative, there shall be no reduction from the previous year's compensation.

**3.0 COMPENSATION FOR REPAIR AND/OR REPLACEMENT OF DAMAGED TRAFFIC SIGNALS AND DEVICES**

For the satisfactory completion of all services related to repair and/or replacement of damaged Traffic Signals and Devices detailed in this Agreement, the Department will pay the Maintaining Agency a Lump Sum amount of the actual costs incurred for the replacement and/or repair of the damaged Traffic Signals and Devices as set forth in the invoice submitted to the Department. The invoice for the costs incurred for the replacement and/or repair of

**ATTACHMENT 1**  
**REVISED TERMS AND CONDITIONS FOR THE TRAFFIC SIGNAL**  
**MAINTENANCE AND COMPENSATION AGREEMENT**

damaged Traffic Signals and Devices shall contain the information required in Exhibit C and any other additional information requested by the Department to justify the costs incurred. The reimbursement amount is subject to approval by the Department.

**4.0 PAYMENT PROCESSING**

For regular maintenance costs, the Maintaining Agency shall invoice the Department in a format acceptable to the Department, on an annual basis for the reimbursement costs incurred by the Maintaining Agency for the previous year prior to June 30<sup>th</sup> of each year. For example, the Maintaining Agency shall submit its invoice for the previous year beginning July 1, 2015 through June 30, 2016 no later than June 30, 2016.

For costs incurred for repair and/or replacement of damaged Traffic Signals and Devices, applicable reimbursements will be processed after the Department receives a properly completed and supported invoice from the Maintaining Agency. The Maintaining Agency shall submit invoices for repair and/or replacement costs due to damaged Traffic Signals and Devices at least on an annual basis but the Maintaining Agency may also submit such invoices to the Department on a quarterly basis.

## ATTACHMENT 1

REVISED TERMS AND CONDITIONS FOR THE TRAFFIC SIGNAL  
MAINTENANCE AND COMPENSATION AGREEMENT

## EXHIBIT C

Reimbursement for Replacement and/or Repair of  
Damaged Traffic Signals and Devices

The Department will reimburse the Maintaining Agency a Lump Sum amount for costs incurred for the replacement and/or repair of Traffic Signals and Devices damaged as a result of third parties or as a result of other causes that were not caused by the Maintaining Agency.

The Maintaining Agency is not required to provide a police report in situations where damage is caused to Traffic Signals and Devices by a Force Majeure Event or as a result of other causes beyond the control of the Maintaining Agency that do not necessarily prevent performance, which includes but is not limited to: storms, winds, lightning, flooding and other natural and weather related causes. The Maintaining Agency must provide a police report in all situations where a traffic accident, theft, or vandalism causes damage to Traffic Signals and Devices to the extent the Maintaining Agency has the ability and opportunity to obtain a police report.

Applicable reimbursements will be processed after the Department receives a properly completed and supported invoice from the Maintaining Agency. The following information shall be provided by the Maintaining Agency to be eligible for the reimbursement payment:

Date and Time of Accident/Incident:	
Location of Accident/Incident:	
Provide Police Report (if applicable) and the Following Information:	
<ol style="list-style-type: none"> <li>1. Attach pictures of damaged traffic signals and devices.</li> <li>2. Attach invoices or receipt of equipment purchased to replace damaged components.</li> <li>3. Attach detailed documentation of labor costs associated with replacing and/or repairing damaged components, including dates of performance and completion of the work.</li> </ol>	
Contract No.: _____	
Project No.: _____	
<b>Total Lump Sum Reimbursement Amount</b>	<b>\$</b>

The Maintaining Agency hereby certifies that it has replaced and repaired all the Traffic Signals and Devices at the location or signalized intersection referenced above. Henceforth, this document is the Maintaining Agency's request for reimbursement to the Department for the services of restoring the Traffic Signals and Devices to their original operating condition.

The Parties agree to the Total Lump Sum Reimbursement Amount set forth above.

\_\_\_\_\_  
Maintaining Agency                      Date

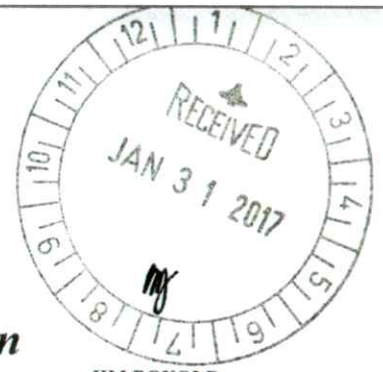
\_\_\_\_\_  
District Traffic Operations Engineer      Date



**Florida Department of Transportation**

801 North Broadway Ave.  
Bartow, Florida 33830

RICK SCOTT  
GOVERNOR



JIM BOXOLD  
SECRETARY

January 24, 2017

Certified Mail Number: 91 7199 9991 7032 4507 6648

Ms. Lane Gamiotea, CMC  
City Clerk  
Office of the City Clerk  
55 SE 3<sup>rd</sup> Ave  
Okeechobee, FL 34974

RE: Traffic Signal Maintenance and Compensation Agreement Amendment

Dear Ms. Gamiotea:

I have enclosed a copy of the executed Amendment of your current Traffic Signal Maintenance and Compensation Agreement for your files. This will provide for signal maintenance reimbursement as stipulated in the Traffic Signal Maintenance and Compensation Agreement.

If you have any questions regarding this matter please contact me at (863) 519-2206.

Sincerely,

Steve Miller  
AMS/FMS Specialist IV

SM:ad

Enclosure

cc: Marcos Montes De Oca, City Administrator, City of Okeechobee  
David Allen, Public Works Director, City of Okeechobee

SharePoint\TrafficOps\Admin\Typing Files\Drafts\Executed Exhibit A FY16-17\Amendments\City of Okeechobee.doc

## CITY OF OKEECHOBEE CITY ADMINISTRATOR EMPLOYMENT AGREEMENT

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

### WITNESSETH:

**WHEREAS**, the **City** desires to employ Denise Whitehead as the **City Administrator** of the **City**;  
and

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

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

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

### Section 1. Employment.

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

The **City's** employment of the **City Administrator** shall be effective July 13, 2026, and continue for the initial 90-day probationary period. at all times Administrator shall be subject to the terms and conditions of this Agreement. However, Administrator may be terminated at any time during the initial 90-day probationary period with or without cause. **Administrator** shall not be entitled to severance if termination with cause occurs during the initial 90-day probationary period. If termination without cause occurs during the initial 90-day period, **City Administrator** shall be provided a limited transition benefit of thirty (30) days of base pay.

This Agreement shall automatically renew annually for an additional one (1) year term unless either party provides written notice of non-renewal not less than one hundred twenty (120) days prior to the expiration of the then-current term. Non-renewal by the **Council** shall constitute termination without cause for purposes of severance compensation under Section 11, unless the City complies with the “For cause” requirements set forth under Section 11.

### Section 2. Salary and Evaluation.

A. For the performance of services pursuant to the **Agreement**, the **City** agrees to pay the **Administrator** an annual base salary of One Hundred Twenty Five Thousand Dollars (\$ 125,000.00), payable in installments at the same time as other **City** employees are paid.

B. After the first year of the **Agreement**, should the general **City** staff receive a cost-of-living increase, the **Administrator** will receive the same increase at the same time as the **City** staff.

C. Direction and Performance:

1. **Strategic 5 Year Plan:** Within sixty (60) days of the commencement date of this **Agreement**, the **Council** and the **Administrator** shall meet individually to discuss a five (5) year **City** strategic Plan (“**Plan**”) of progress outlining the **Council**’s desired priorities and desired outcomes for the **City** over the following five (5) years. The **Plan** will include strategies the **Council** and the **Administrator** believe to be needed to accomplish the successful implementation of the **Plan**. Based on the input of the individual **Council** members and other community leaders and organizations, the **Administrator** shall prepare the **Plan** for review and comment by the **Council**. Inclusive of the **Council**’s desired changes to the draft **Plan**, the **Administrator** shall submit the final **Plan** for final adoption by the **Council**.

2. **Plan Performance:** Not less than thirty (30) days prior to the one (1) year anniversary date of the **Administrator**, the **Administrator** and **Council** members shall meet individually, and, in consideration of resources provided and matters outside the control of the **Administrator** and **Council**, discuss the **City**’s progress in accomplishing the desired outcomes contained in the **Plan**, suggestions for improving the **Plan**, the **Administrator**’s performance in accomplishing the **Plan**, and how the **Council** can assist the **Administrator** in accomplishing the **Plan**. Following the individual meetings with the **Council** members, the **Administrator** will provide the **Council** with a draft progress report inclusive of the **Administrator**’s and **Council** members’ comments and suggestions. Following the **Council**’s review of the draft **Plan**, the **Administrator** shall present the final progress report to the **Council** for adoption along with any compensation adjustments the **Administrator** may desire to request of the **Council**.

D. Annual Performance Evaluation:

1. The **City** may also increase the base salary, or other benefits, or both, of the **Administrator** in such amounts and to such an extent as the **Council** may determine desirable based on the annual performance evaluation of the **Administrator**. The form of the evaluation shall be suggested by the **Administrator** and approved by the **Council**. Unless deemed otherwise by the **Council**, the **Administrator**’s annual performance review shall occur from July to August on an annual basis. The **Council**, in its sole discretion, upon an unsatisfactory **Administrator** evaluation, may extend to the **Administrator** a period of sixty (60) days to improve the **Administrator**’s performance prior to terminating this **Agreement** for cause. Furthermore, the **Council**’s failure to conduct any of the scheduled evaluations shall not constitute non-compliance with a material provision of the **Agreement**.

2. The **Council** shall conduct an annual written performance evaluation, within 60 days of the anniversary date of Administrator's employment, utilizing mutually established goals and strategic priorities. Such evaluation shall consider matters outside the **Administrator's** control, available organizational and **City** staff resources, implementation progress toward **Council**-adopted objectives, and the Strategic 5-Year Plan.
  3. Failure of the **Council** to conduct a scheduled evaluation, as set forth herein, shall not constitute breach of this Agreement; however, the **Administrator** shall remain eligible for compensation review.
- E. Nothing in this Section shall require the **City** to increase the base salary or other benefits of the **Administrator**. Furthermore, the **City's** failure to conduct any of the scheduled evaluations shall not constitute noncompliance with a material provision of this **Agreement**.
- F. The **Administrator** is entitled to participate in such General Employee Pension Plan as may be in effect within the **City** or as amended. Alternatively, the **Administrator** may elect to seek to join a deferred compensation plan, such as the International City Management Association Retirement Corporation Plan, which satisfies Federal Internal Revenue Service deferred compensation plan requirements. If the **Administrator** desires to join such a deferred compensation plan or other qualifying plan, upon reasonable right of review and approval by the **City**, which shall not unreasonably be withheld, the **City** shall contribute into such plan the same amount or percentage as the **City** would contribute into the **Administrator's** General Employee Pension Plan. Payment of such amount into a deferred compensation plan shall satisfy the **City's** responsibility to contribute into the General Employee Pension Plan.

### **Section 3. City Administrator's Duties and Obligations.**

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

### **Section 4. Automobile Allowance and Communications Equipment**

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

- A. The **City** shall grant to the **Administrator** the use of a **City** vehicle for the discharge of **Administrator** responsibilities to the **City**. For the conduct of any **City** business using **Administrator**'s personal vehicle, if and when that may occur, the **Administrator** shall be reimbursed for related automobile costs and expenses at the established Florida Statute mileage rate in accordance with the **City** employee travel policy.
- B. The **City** shall provide the **Administrator** with a cell phone for business-related uses. In the alternative, the **City** may provide the **Administrator** with a cellular phone allowance of \$50.00 per month to compensate for the business use of a personal cellular phone.

## **Section 5. Dues and Subscriptions**

The **City** agrees to pay the **Administrator**'s professional dues for membership in professional organizations related to **Administrator** duties. The **City** shall pay other dues and subscriptions on behalf of the **Administrator** as are approved in the **City**'s annual budget or as authorized separately by the **Council** from time to time. The **City** shall pay annual professional dues and memberships relevant to the **Administrator**'s duties, including but not limited to International City Managers Association , Florida City and County Managers Association , and the Florida League of Cities.

## **Section 6. Professional Development**

The **City** agrees to pay reasonable and customary travel and subsistence expenses pursuant to the **City**'s travel policy for the **Administrator**'s travel to professional development conferences, and subject to Chapter 112, Florida Statutes. The **City** shall annually, through the budget process, allocate reasonable funding for the **Administrator**'s attendance at relevant professional conferences, executive leadership programs, seminars, and continuing education activities relevant to municipal administration.

## **Section 7 . Residency.**

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

## **Section 8. Accrued Leave Benefit.**

The **Administrator** shall be entitled to 140 hours of annual leave and 96 hours of sick leave during each year of the term of this **Agreement**. The annual and sick leave shall be available for use upon commencement of employment and each year thereafter on the employment anniversary. There is no limit on the amount of sick leave that may be accrued, consistent with City employment policy. Upon separation of employment, Administrator shall be paid for up to a maximum of 240 hours of unused accrued annual leave. However, after 48 months of continuous employment and thereafter, upon separation of employment, **Administrator** shall be allowed to accrue and shall be paid for a maximum of 500 hours of unused accrued annual leave.

## **Section 9. Holidays.**

The **Administrator** is entitled to the same paid holidays as the **City** staff.

## **Section 10. Health, Dental, Vision, Life and Disability Insurance**

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

## **Section 11. Termination by the City and Severance Pay.**

- A. The **Administrator** shall serve at the pleasure of the **Council**, and the **Council** may terminate this **Agreement** and the **Administrator's** employment with the **City** at any time, for any reason or for no reason.
- B. Should a majority of the entire **Council** (three members) vote to terminate the services of the **Administrator** "without cause", then within thirty (30) business days following such vote, the **Council** shall cause the **Administrator** to be paid any accrued leave, unpaid salary, and benefits earned (including accrued sick and annual leave hours) up to and including the date of termination based on a forty (40) hour work week. Within forty-five (45) calendar days following the vote to terminate the **Administrator's** employment, the **Council** shall cause the **Administrator** to be paid a lump sum severance pay equal to two (2) months of their base salary as full and complete payment and satisfaction of any claims of the **Administrator** of whatsoever nature arising out of this **Agreement** or otherwise. As consideration for such payment, the **Administrator** shall, prior to receipt thereof, execute and deliver to the **City** a general release of the **City** and its **Council** members, officers, agents, and employees for all acts and actions (whether accrued or subsequently accruing) from the beginning of time until the date of release, with said release to be prepared and negotiated by the City Attorney.
- C. Stepped approach to severance in the event of termination without cause:
  - 1. During the first twenty-four (24) months of employment: two (2) months of base salary and continuation of health insurance benefits;
  - 2. Between twenty-four (24) and forty-eight (48) months of employment: three (3) months of base salary and continuation of health insurance benefits;
  - 3. After forty-eight (48) months of employment: four (4) months of base salary and continuation of health insurance benefits.
- D. Prior to termination for cause, the **Administrator** shall receive written notice of deficiencies and thirty (30) days to cure when cure is reasonably possible. "**For cause**" shall be limited to:
  - 1. Conviction or plea to a felony or crime involving fraud, dishonesty, or moral turpitude;
  - 2. Willful violation of law materially affecting performance of Administrator duties, and/or impair the ability of Administrator to carry out her duties;
  - 3. Material breach of this Agreement;
  - 4. Adjudicated ethics violation by the Florida Commission on Ethics;
  - 5. Misconduct materially impairing the Administrator's ability to perform assigned responsibilities.

6. Neglect of duty, including the inability or unwillingness to properly discharge the responsibilities of office. Neglect of duty shall mean a material failure to substantially perform the **City Administrator** duties as set forth in the **City** Charter, Code, and **City Administrator** job description after written notice and a reasonable opportunity to cure.
7. Violation of any substantive City policy, rule, or regulation, which would subject any other City employee to termination.

## **Section 12. Termination by the City Administrator**

The **Administrator** may terminate this **Agreement** at any time by delivering to the **Council** a written notice of termination not later than ninety (90) days prior to the effective date of the termination. If the **Administrator** terminates this **Agreement**, then the provisions of the section herein titled "Termination by the City and Severance Pay" shall not apply. If the **Administrator** voluntarily resigns pursuant to this Section, the **City** shall pay to the **Administrator** all accrued compensation payable to the **Administrator** through the **Administrator's** final day of employment, including any accrued leave and the **City** shall have no further financial obligation to **Administrator** pursuant to this **Agreement**. This subsection shall not prevent the **Administrator** from collecting any money earned as a result of participation in the **City's** deferred retirement or other similar plan or program.

## **Section 13. Disability.**

If the **Administrator** becomes permanently disabled or is otherwise unable to perform the duties set forth herein because of sickness, accident, injury, mental incapacity or health for a period of four (4) consecutive weeks beyond any accrued leave, the **City** shall have the option to terminate this **Agreement**, subject to the severance pay provision outlined in the section of this **Agreement** titled "Termination by the City and Severance Pay".

## **Section 14. Indemnification.**

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

- C. The **City** shall provide legal defense and indemnification for the **Administrator** concerning actions undertaken in good faith and within the course and scope of employment, including ethics complaints, employment actions, procurement disputes, public records matters, and quasi-judicial proceedings. In the event of a conflict between the **City** and **Administrator**, the **Administrator** may obtain independent legal counsel subject to reasonable approval by the **City**.

#### **Section 15. Code of Ethics.**

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

#### **Section 16. Bonding.**

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

#### **Section 17. Transparency.**

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

#### **Section 18. General Terms and Conditions.**

- A. If any provision or any portion thereof, contained in this **Agreement** is held by a court of competent jurisdiction to be unconstitutional, illegal, invalid, or unenforceable, the remainder of this **Agreement**, or portion thereof, shall not be affected and shall remain in full force and effect.

- B. The waiver by either party of a breach of any provision of this **Agreement** by the other shall not operate or be construed as a waiver of any subsequent breach by that party.
- C. This **Agreement** contains the entire **Agreement** of the parties. It may not be changed verbally, but only by an **Agreement** in writing signed by the parties.
- D. Florida law shall govern this **Agreement** and any litigation that may arise from this **Agreement**, shall be filed, and litigated in Okeechobee County, Florida.
- E. Upon **Administrator's** death, the City's obligations under this **Agreement** shall terminate except for:
  - 1. Transfer of ownership of retirement funds, if any, to their designated beneficiaries; and
  - 2. Payment of accrued leave balances in accordance with this **Agreement**.
- F. This **Agreement** may be executed in duplicate or counterparts, each of which shall be deemed an original and all of which together shall be deemed one and the same instrument. No term, condition or covenant of this **Agreement** shall be binding on either party until both parties have signed it.
- G. The effective date of this **Agreement** shall be the last date it is executed by either of the parties to this **Agreement**.

Executed by the City on this \_\_\_\_ day of \_\_\_\_\_, 2026.

CITY OF OKEECHOBEE

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

ATTEST:

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

Executed by the Administrator on this \_\_\_\_ day of \_\_\_\_\_, 2026.

Witnesses:

\_\_\_\_\_

Signature

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Printed Name

---

Signature

---

Printed Name

APPROVED AS TO LEGAL FORM:

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John J. Fumero, City Attorney