



# AGENDA

## CITY COUNCIL MEETING - REGULAR SESSION

TUESDAY, JANUARY 20, 2026 at 6:00 PM

Bonifay City Hall Council Meeting Room – 301 J Harvey Etheridge St.

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### I. CALL TO ORDER

A. Invocation

B. Pledge of Allegiance

### II. APPROVE AGENDA

### III. APPROVE MINUTES

[A.](#) January 5th, 2026 Regular Session

### IV. APPROVE ACCOUNTS PAYABLE / TRANSFERS / FINANCIAL SHEETS TO REVIEW

### V. VISITORS – PUBLIC ADDRESSING THE COUNCIL

#### NON- AGENDA AUDIENCE

Effective October 1, 2013, Florida Statute 286.0114 mandates that “members of the public shall be given a reasonable opportunity to be heard on a proposition before a Board or Commission.” Each individual shall have three (3) minutes to speak on the proposition before the Board. . THIS IS NOT A QUESTION AND ANSWER SESSION. It is NOT a political forum, nor is it a time for personal accusations and derogatory remarks to/or about City personnel. Those who wish to speak are reminded to observe proper decorum, and to avoid the use of profane or vulgar language. If you would like to address the City Council please come to the podium, state your name and address for the record

### VI. OLD BUSINESS

[A.](#) Ordinance 2026-01 First Reading

B. Ordinance 2026-01 Public Hearing

### VII. NEW BUSINESS

[A.](#) Criminal Justice Grant- Police Department

**VIII. PLANNING & ENGINEERING**

[A.](#) Ardurra - Amir Zafar

**IX. COUNCIL / DEPARTMENT SUPERVISORS / CITY ATTORNEY DISCUSSION**

Items not listed on Formal Agenda.

A. Personnel Updates

B. Department Updates

C. Employee of the Quarter- Quarter 4

**X. ADJOURN**

**Persons with disabilities needing special accommodations to participate in this proceeding should contact City Hall at (850) 547-4238, at least five days prior to the proceedings.**



## MINUTES

### CITY COUNCIL MEETING - REGULAR SESSION

MONDAY, JANUARY 05, 2026 at 9:00 AM

Bonifay City Hall Council Meeting Room – 301 J Harvey Etheridge St.

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#### I. CALL TO ORDER

Mayor Larry Cook called the meeting to order at 9:00 am.

##### PRESENT

Mayor Larry Cook  
Council Member James Sellers  
Council Member Shelley Carroll  
Council Member Rick Crews  
Council Member Eddie Dixon

Also present

Director of Finance/HR Tracy Walker, Executive Assistant Sierra Smith, Director of Public Works Aaron Taylor, Chief Plant Operator Matt Perry, Chief of Police Johnny Whitaker, and Fire Chief Travis Cook

##### A. Invocation

Reverend Ryan Martin gave invocation.

##### B. Pledge of Allegiance

Reverend Ryan Martin led the Pledge of Allegiance.

#### II. APPROVE AGENDA

Motion made to approve the agenda by Council Member Crews, Seconded by Council Member Sellers.

Voting Yea: Mayor Cook, Council Member Sellers, Council Member Carroll, Council Member Crews, Council Member Dixon

**III. APPROVE MINUTES**

A. December 15th, 2025 Regular Session

Motion made to approve the minutes of December 15, 2025 by Council Member Sellers, Seconded by Council Member Crews.

Voting Yea: Mayor Cook, Council Member Sellers, Council Member Carroll, Council Member Crews, Council Member Dixon

**IV. APPROVE ACCOUNTS PAYABLE / TRANSFERS / FINANCIAL SHEETS TO REVIEW**

Motion made to approve Accounts Payable, Transfers, and Financial Sheets by Council Member Sellers, Seconded by Council Member Dixon.

Voting Yea: Mayor Cook, Council Member Sellers, Council Member Carroll, Council Member Crews, Council Member Dixon

**V. VISITORS – PUBLIC ADDRESSING THE COUNCIL**

**NON- AGENDA AUDIENCE**

Effective October 1, 2013, Florida Statute 286.0114 mandates that “members of the public shall be given a reasonable opportunity to be heard on a proposition before a Board or Commission.” Each individual shall have three (3) minutes to speak on the proposition before the Board. . THIS IS NOT A QUESTION-AND-ANSWER SESSION. It is NOT a political forum, nor is it a time for personal accusations and derogatory remarks to/or about City personnel. Those who wish to speak are reminded to observe proper decorum, and to avoid the use of profane or vulgar language. If you would like to address the City Council please come to the podium, state your name and address for the record.

**VI. OLD BUSINESS**

**VII. NEW BUSINESS**

A. Ordinance 2026-01 - Election & Charter Revision

Director of Finance Tracy Walker read the heading of Ordinance 2026-01.

AN ORDINANCE OF THE CITY OF BONIFAY, FLORIDA CALLING FOR A REFERENDUM QUESTION TO BE PLACED BEFORE THE QUALIFIED ELECTORS OF THE CITY OF BONIFAY AT A SPECIAL ELECTION TO BE HELD MARCH 31, 2026; PROVIDING A CHARTER REFERENDUM QUESTION DETERMINING WHETHER TO ADOPT THE PROPOSED AMENDMENTS TO THE CHARTER FOR THE CITY OF BONIFAY; PROVIDING FOR THE FULL TEXT OF THE PROPOSED AMENDED CHARTER FOR THE CITY OF BONIFAY; PROVIDING FOR REQUISITE BALLOT LANGUAGE; PROVIDING FOR REPEAL OF ALL CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY AND PROVIDING AN EFFECTIVE DATE.

Motion made to hold the first Public Hearing on January 20, 2026 at 5:00 pm by Council Member Crews, Seconded by Council Member Sellers.

Voting Yea: Mayor Cook, Council Member Sellers, Council Member Carroll, Council Member Crews, Council Member Dixon

Council Member Crews asked where the elections be held, and Executive Assistant Sierra Smith stated the Supervisor of Elections, Rusty Williams, will take care of that for us.

**VIII. PLANNING & ENGINEERING**

**IX. COUNCIL / DEPARTMENT SUPERVISORS / CITY ATTORNEY DISCUSSION**

Items not listed on Formal Agenda.

A. Council Updates

B. Department Updates

Police Chief Johnny Whitaker introduced full-time Police Officer Ross Lee to the Council Members.

Fire Chief Travis Cook stated the new fire truck was here, and the air packs and spare bottles from a grant should be here soon.

C. Employee Spotlight

**X. ADJOURN**

Motion made for meeting to adjourn by Council Member Crews, Seconded by Council Member Sellers.

Voting Yea: Mayor Cook, Council Member Sellers, Council Member Carroll, Council Member Crews, Council Member Dixon

Mayor Cook declared the meeting adjourned at 9:08 am.

**Persons with disabilities needing special accommodations to participate in this proceeding should contact City Hall at (850) 547-4238, at least five days prior to the proceedings.**

**ORDINANCE NUMBER 2026-01**

**AN ORDINANCE OF THE CITY OF BONIFAY, FLORIDA CALLING FOR A REFERENDUM QUESTION TO BE PLACED BEFORE THE QUALIFIED ELECTORS OF THE CITY OF BONIFAY AT A SPECIAL ELECTION TO BE HELD MARCH 31, 2026; PROVIDING A CHARTER REFERENDUM QUESTION DETERMINING WHETHER TO ADOPT THE PROPOSED AMENDMENTS TO THE CHARTER FOR THE CITY OF BONIFAY; PROVIDING FOR THE FULL TEXT OF THE PROPOSED AMENDED CHARTER FOR THE CITY OF BONIFAY; PROVIDING FOR REQUISITE BALLOT LANGUAGE; PROVIDING FOR REPEAL OF ALL CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY AND PROVIDING AN EFFECTIVE DATE.**

WHEREAS, Section 166.031 of the Florida Statutes provides that the governing body of a city may by ordinance submit to the electors of the city a proposed amendment to a city’s charter at the next general election held within the municipality or at a special election called for such purpose; and

WHEREAS, the City Council of the City of Bonifay enacted Ordinance 2025-02 pursuant to Section 100.3605, Florida Statutes and Section 101.75, Florida Statutes to change the date for election of Mayor and members of the City Council to be held concurrent with the statewide general election in November of even numbered years; and

WHEREAS, the enactment of Ordinance 2025-02 operated to amend Article V, Section 5.01 of the City Charter, and further provided for the orderly transition of office resulting from the election date change by extending the current terms of Mayor and council members until the next statewide general election; and

WHEREAS, the City Council believes the citizens and businesses of the City would be better served with modern, staggered four-year terms of office for Mayor and council members; and

WHEREAS, to accommodate staggered terms of office for councilmembers, it is necessary to revise the City Charter to provide for four-year terms of office; and

WHEREAS, although the terms of office for Mayor and council members could be extended without a referendum to align election dates with the statewide general election, Florida law does not allow for terms of office set forth in the City Charter to be changed without a referendum; and

WHEREAS, Ordinance 2025-02 recognized a charter amendment would be necessary and expressed the intention of said ordinance was to propose a subsequent charter amendment to the electors of the City; and

WHEREAS, the City Council has reviewed the Charter and considered the recommendations of City Staff, legal counsel, and the public and determined that a special election should be called for the purpose of allowing the qualified electors of the City to determine if the Charter should be amended to call for staggered four-year terms of office for Mayor and council members; and

WHEREAS, the City Council finds the charter amendment shall be submitted to the qualified voters of the City at a special election held for this purpose; and

WHEREAS, the Holmes County Supervisor of Elections has advised that Tuesday, March 31, 2026 is available for a special election and consents to conduct a special election on said date; and

WHEREAS, if the amendment is approved by the qualified voters of the City, the City Charter will be amended as set forth herein.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BONIFAY, FLORIDA, as follows:

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

**SECTION 2.** A referendum of the qualified electors of the City of Bonifay is hereby called to be held on Tuesday, March 31, 2026, for the purpose of submitting to the City’s voters the referendum question set forth below.

**SECTION 3.** If the proposed amendment is approved by the qualified electors of the City, the Charter shall be amended to reflect the charter amendment. The full text of the of the proposed Charter amendments is set forth herein as “Exhibit A” where ~~striethrough~~ reflects proposed deletions and underline reflects proposed additions.

**SECTION 4.** The questions pertaining to the adoption of the proposed Charter amendments shall be submitted to the qualified electors of the City in substantially the following form which shall be printed on the ballot:

**AMENDMENT #1**

Amendment to Bonifay City Charter Relating to Election and Term of Office for Elected Officers

The election date for city council members and mayor is held with the general election in November of even numbered years. Council members and the mayor currently serve two-year terms, which expire in November, 2026. The proposed amendment provides for orderly election of city council members to staggered four-year terms, and for the mayor to be elected for a four-year term. Shall the above-described amendment be adopted?

YES

NO

**SECTION 6. REPEALING CLAUSE.** All ordinances or parts of ordinances in conflict with the Ordinance are, to the extent of any such conflicts, repealed.

**SECTION 7. SEVERABILITY.** Each separate provision of this ordinance is deemed independent of all other provisions herein if any portion or provision of this ordinance is declared invalid, all other provisions thereof shall remain valid and enforceable.

**SECTION 8. EFFECTIVE DATE.** This ordinance shall become effective immediately upon adoption.

**PASSED AND ADOPTED ON SECOND READING BY THE CITY COUNCIL OF BONIFAY, FLORIDA, ON THE \_\_\_\_\_ DAY OF JANUARY 2026.**

CITY OF BONIFAY, FLORIDA

ATTEST:

\_\_\_\_\_  
By its Mayor, Larry Cook

\_\_\_\_\_  
By Tracy Walker, Interim City Clerk

# EXHIBIT A

## PROPOSED CHARTER AMENDMENT FULL TEXT

~~STRIKETHROUGH~~ REFLECTS PROPOSED DELETIONS AND UNDERLINE  
REFLECTS PROPOSED ADDITIONS.

CHARTER  
OF  
BONIFAY, FLORIDA

ARTICLE I – CREATION AND POWERS

s1.01 – Creation and Powers

The City of Bonifay is hereby created which shall have all governmental, corporate and proprietary powers to enable it to conduct municipal services and may exercise any power for municipal purposes except as otherwise provided by law.

ARTICLE II – CORPORATE LIMITS

s2.01 – Description of Corporate Limits

The following area shall constitute the corporate limits of the City of Bonifay:

ARTICLE III – LEGISLATIVE

s3.01 – City Council

There shall be a City Council, with all legislative powers of the City vested therein, consisting of four (4) members and the Mayor.<sup>1</sup>

s3.02 – Qualifications of Council Member

Any qualified elector who has been a resident of the city for a period of two (2) consecutive years immediately prior to qualifying shall be eligible to hold the office of city council member. The council shall be the judge of the election and qualifications of its members and of the grounds of forfeiture of the office. Grounds for forfeiture shall include, but not limited to, conviction of the member of a felony in any jurisdiction in the United States, or conviction for any dishonest act in any jurisdiction in the United States.<sup>2</sup>

Notice that a council member charged with conducting constituting grounds for forfeiture of the office shall be published in on (1) or more newspapers in general circulation in the city at least two (2) weeks in advance of a public hearing on the forfeiture issue.

s3.03 – Term of Council Member

Council members shall be elected for a term of ~~two (2)~~ four (4) years, and the term shall begin on the date of the first regular council meeting following the ~~annual~~ election for such seat.

s3.04 – Compensation of Council Members

<sup>1</sup> Amended by popular vote of the Electors on March 23, 2010 (to set forth number of council members).

<sup>2</sup> Amended by popular vote of the Electors on March 23, 2010 (text change).

The Council shall determine the annual salary of council members by ordinance, but no ordinance increasing such salary shall become effective until the date of commencement of the terms of council members elected at the next regular city election, provided such election follows the adoption of the ordinance by at least ninety (90) days.

s3.05 – Vice-Mayor

The council shall elect from among its members a vice-mayor. Election of the vice-mayor shall be done annually at the first regular council meeting after the annual election. The vice mayor shall act as mayor during the absence or disability of the mayor.

s3.06 – Vacancies; Forfeiture of Office; Filling of Vacancies

(a) Vacancies. The office of a council member shall become vacant upon his/her death, resignation, or removal from office in any manner authorized by law, or by the forfeiture of his/her office, such forfeiture to be declared by a majority vote of the remaining members of the council.

(b) Forfeiture of Office. A council member shall forfeit his/her office if he/she: (1) lacks at any time during his/her term in office any qualification for the office prescribed by this charter or by law; or (2) violates any standard of conduct or code of ethics established by law for public officials, such violation to be determined by a majority vote of the remaining members of the council; or (3) fails to attend council meetings as required by the ordinance passed by the council, such failure to be determined by a majority vote of the remaining members of the council; or (4) fails to live inside the City Limits while serving as Council Member.<sup>3</sup>

(c) Filling of Vacancies. A vacancy on the council shall be filled as follows: (1) If there is less than one year remaining on the vacated council member's term, the city council, by a majority vote of its remaining members, shall choose a successor to serve the remainder of the term. (2) IF there is one year or more remaining on the vacated term, the city council, by a majority vote of its remaining members, shall choose a successor to serve until the next annual election, at which time a person shall be elected to serve the remaining one year of the term. The period described in (1) and (2) above shall be calculated from the date the vacancy begins through the end of the term. It is the intent of this charter that no special election shall be held to fill a vacancy on the city council.

(d) Extraordinary Vacancies. In the event that all members of the council are removed by death, disability, or forfeiture or office, the governor shall appoint an interim council that shall call a special election.

s3.07 – Procedure

(a) Meetings. The council shall meet regularly at least twice every month at the City Hall, except in an emergency another location may be selected. Special meetings may be held on the call of the mayor or a majority of the members, and upon no less than twenty-four (24) hours' notice to each member and the public.

<sup>3</sup> Amended by popular vote of the Electors on March 23, 2010 (to add residency during office).

(b) Rules and Journal. The council shall determine its own rules and the mayor shall set the order of business for each meeting.

(c) Voting. Voting on ordinances and resolutions shall be by roll call and shall be recorded in a journal. A majority of the council shall constitute a quorum, but a smaller number may adjourn from time to time and may compel the attendance of absent members in the manner and subject to the penalties prescribed by the rules of the council. No action of the council, except as otherwise provided in the preceding sentence and in s3.06, shall be valid or binding unless adopted by the affirmative vote of the majority of a quorum present.

(d) Personnel. The council, by ordinance, shall adopt a set of personnel policies and procedures covering all phases of employing, managing, and terminating the employment of city employees.

s3.08 – City Clerk

The council shall appoint a city clerk. The city clerk shall give notice of council meetings to its members and the public and shall keep a journal of its proceedings, which shall be a public record. The city clerk shall supervise the department of administration.

s3.09 – Chief of Police

The council shall appoint a chief of police. The chief of police shall see that all laws, provisions of this charter, and acts of the council subject to enforcement by him or by officers subject to his supervision are faithfully executed.

s3.10 – City Attorney

The council shall hire an attorney to serve for a period of one year who shall be the chief legal advisor to the council and all departments of city government. The procedure for hiring the attorney shall include the solicitation of written proposals from local attorneys.

s3.11 – Departments

The council shall, by ordinance, create such departments as it deems necessary for the efficient performance of municipal government functions and to provide efficient municipal services.

ARTICLE IV – EXECUTIVE

s4.01 – Mayor

There shall be a mayor who shall be responsible to the electorate for the administration of all city affairs placed in his/her charge by or under this charter or by ordinance duly passed by the council.

s4.02 – Qualifications, Term of Office, Compensation

(a) Qualifications. The mayor shall be an elector of the city and shall have resided in the city for at least two (2) years prior to the date on which he/she qualified to run for the office of mayor. The mayor shall live inside the city limits while serving as mayor. If he/she shall cease to possess any such qualifications during his/her term of office, he/she shall forfeit the office and the council shall remove him/her.

(b) Term. The mayor shall be elected for a term of ~~two (2)~~ four (4) years, and the term shall begin on the date of the first regular council meeting following the election for such office.

(c) Compensation. The Council shall determine the annual salary of the mayor by ordinance, but no ordinance increasing such salary shall become effective until the date of commencement of the term of mayor elected at the next election, provided such election follows the adoption of such ordinance by at least ninety (90) days.

s4.03 – Vice-Mayor

During the absence or disability of the mayor, the vice mayor, elected by the council, shall perform the duties of the office of mayor.

s4.04 – Vacancy, or Forfeiture of Office

In the event the mayor dies, resigns, becomes permanently disabled, ceases to be qualified, forfeits the office, or is removed from office as provided by this charter or by law, the vice-mayor, as elected by the council, shall become interim mayor with the full powers and duties of mayor as provided by this charter or other law. The vice-mayor shall serve until the next annual election, at which time a new mayor shall be elected for a two-year term.

The mayor shall forfeit the office if he/she: (1) lacks at any time during his/her term of office any qualifications for the office prescribed by this charter or by law; or (2) violates any standard of conduct or code of ethics established by law for public officials, such violation to be determined by a majority vote of the remaining members of the council; or (3) fails to attend council meetings as required by ordinance passed by the council, such failure to be determined by a majority vote of the remaining members of the council.

s4.05 – Powers and Duties of the Mayor

The mayor:

(a) shall be recognized as head of city government for all ceremonial purposes, by the governor for purposes of military law, for service of process, execution of contracts, deeds and other documents, and as the city official designated to represent the city in all agreements with other governmental entities or certification to other governmental entities.

(b) shall prepare an agenda for council meetings, shall preside at council meetings, and shall have a vote.

(c) shall prepare, with the assistance of the city clerk, an annual budget for the city and submit it to the council for adoption.

(d) shall direct and supervise the city clerk and chief of police.

(e) shall, after conferring with the appropriate department head, make personnel recommendations to the council. Such recommendations will include hiring, firing, establishing or eliminating positions, and setting rates of pay. The mayor shall also make recommendations to the council on personnel policies and procedures as required by s3.07 (d) of this charter.

(f) shall submit to the council and publish in a newspaper of general circulation published in the county, a complete report on the finances and administrative activities of the city as of the end of each fiscal year.

ARTICLE V – QUALIFICATIONS AND ELECTIONS

s5.01 –Election<sup>4</sup>

The city election shall be held on the Tuesday following the first Monday in November of each even numbered year.

s5.02 – Nonpartisan Elections

All qualifying and elections for the offices of council member and mayor shall be conducted on a nonpartisan basis without regard for or designation of political party affiliation or any nominee or any nomination position or ballot.

s5.03 – Qualifications

Candidates for the offices of council member and mayor shall qualify for such office by the filing of a written notice of candidacy with the city clerk at such time and in such manner as may be prescribed by ordinance. At the time of filing, the candidate shall pay a qualifying fee of five percent (5%) of the annual salary to the city clerk.

s5.04 – Form of Ballots

~~The council, by ordinance, shall prescribe the form of the ballot, including the method for listing candidates in the annual city election and any other city election. The form of ballot shall be established by the Holmes County Supervisor of Elections, who shall conduct the~~

<sup>4</sup> Amended by Ordinance 2025-02, adopted February 18, 2025 (to align election with statewide general election).

*election.* A charter amendment to be voted on by the city shall be presented for voting by ballot title. The ballot title of a measure may differ from its legal title and shall be presented for voting by ballot title. The ballot title of a measure may differ from its legal title and shall be a clear, concise statement describing the substance of the measure without argument or prejudice. Below the ballot title shall appear the following question: “Shall the above-described amendment be adopted?” ~~Immediately below such question shall appear, in the following order, the words, “for approval” and then the words “against approval” with a sufficient blank space thereafter for the placing of the symbol “X” to indicate the voter’s choice, or with a lever opposite “for approval” or “against approval” if voting machines are used.~~<sup>5</sup>

s5.05 – Elections

(a) Multiple Candidates – ~~When more than two (2)~~ *or more* persons qualify as candidates for the office of mayor or council member, the person receiving the highest number of votes shall be declared the winner. There shall not be a run-off election, in the event the two or more candidates receive the same number of votes, and that number is high, the council, by a coin toss, shall determine the winner.

(b) Single Candidate – In the event not more than one (1) person qualifies as a candidate for mayor or council member for any designated seat, that candidate shall not be listed on the ballot. Each such candidate is deemed to have voted for himself or herself.

s5.06 – Council Seats

(a) Number – There shall be four (4)<sup>6</sup> council seats ~~to be numbered as follows~~ *one (1) through four (4).*~~;~~

~~Seat Number 1 – That seat is currently held by Councilman Joe Middlebrooks.~~

~~Seat Number 2 – That seat is currently held by Vice Mayor Tommy Carroll.~~

~~Seat Number 3 – That seat is currently held by Councilman Roger Brooks.~~

~~Seat Number 4 – That seat is currently held by Councilman Rusty Williams.~~

(b) Designation of Seat – Any qualified elector living anywhere within the city limits may choose to run for any council seat that will be vacant at the next ~~annual~~ election. Said elector must designate his/her choice of a seat when filing the written notice of candidacy as required by Section 5.03 of this charter.

s5.07 – Voting at Large

<sup>5</sup> Superseded by Section 166.031 (3), Florida Statutes and Section 101.161 (1), Florida Statutes (as to form of ballot question).

<sup>6</sup> Amended by popular vote of the Electors on March 23, 2010 (to change number of council members).

Candidates for all council seats and the office of mayor shall run in the city at large, and voting for each candidate shall be by qualified electors from the city at large.

s5.08 – Holding Two Positions

No person may hold two positions, either elective or appointive, in the city government at the same time.

s5.09 – Resign to Run

Any person holding the position of council member from a designated seat, or mayor, who desires to run for some other post, whether council member or mayor, must resign his/her existing position before qualifying for the new one.

ARTICLE VI – MISC. PROVISIONS

s6.04 – Actions Requiring an Ordinance

In addition to other acts required by law or by specific provision of this charter to be enacted by ordinances, those acts of the city council shall be by ordinance which:

- (a) Establish, alter or abolish any city department or agency;
- (b) Establish a rule or regulation, the violation of which carries a penalty;
- (c) Levy taxes authorized by general law;
- (d) Grant, renew or extend a franchise;
- (e) Set service or user charges for municipal services, or grant administrative authority for such charges;
- (f) Authorize the borrowing of money not inconsistent with the limitations established in the Constitution and general law of the state;
- (g) Convey or lease or authorize by administrative action the conveyance or lease of any lands of the city;
- (h) Amend or repeal any ordinance previously adopted, except as otherwise provided herein.

s6.02 – Emergency Ordinances

To meet a public emergency affecting life, health, property or the public peace, the council may adopt one (1) or more emergency ordinances. However, such ordinances may not levy taxes; grant renew or extend a franchise; set service or user charges for any municipal

services; or authorize the borrowing of money except as provided under the emergency appropriations of this charter.

(a) Form – An emergency ordinance shall be introduced in the form and manner described for ordinances generally, except that it shall be plainly designated in a preamble as an emergency ordinance and shall contain, after the enacting clause, a declaration stating that an emergency exists and describing it in clear and specific terms.

(b) Procedure – An emergency ordinance may be adopted with or without amendment or rejected at the meeting at which it is introduced, but the affirmative vote of at least two-thirds (2/3) of the council members present shall be required for adoption. After its adoption, the ordinance shall be published and printed as prescribed for other adopted ordinances.

(c) Effective Date – Emergency ordinances shall become effective upon adoption or on such other date as may be specified in the ordinance.

(d) Repeal – Every emergency ordinance except emergency appropriations shall automatically stand repealed as of the sixty-first (61<sup>st</sup>) day following the date on which it was adopted, but this shall not prevent re-enactment of the ordinance under regular procedures, or if the emergency still exists, in the manner specified in this section. An emergency ordinance may also be repealed by adoption of a repealing ordinance in the same manner specified in this section for adoption of emergency ordinances.

(e) Emergency Appropriations – The council may make emergency appropriations in the manner provided in this section. To the extent that there are no available unappropriated revenues to meet such appropriations, the council may, by such emergency ordinance, authorize the issuance of emergency notes, which may be renewed from time to time. However, the emergency notes and renewals of any fiscal year shall be paid not later than the last day of the fiscal year next succeeding that in which the emergency appropriation was made.

#### s6.03 – Budget Adoption

The Council shall, by ordinance, adopt the budget on or before the thirtieth (30<sup>th</sup>) day of September of each year. If it fails to adopt the budget by this date, the council, by resolution, may direct that the amounts appropriated for current operation for the current fiscal year shall be deemed adopted for the ensuing fiscal year for a period of fifteen (15) days with all items in it prorated accordingly, until such time as the council adopts a budget for the ensuing fiscal year. An ordinance adopting an annual budget shall constitute appropriation of the amounts specified therein as expenditures from the funds indicated.

#### s6.04 – Appropriation Amendments During the Fiscal Year

(a) Supplemental Appropriations – If during the fiscal year revenues in excess of those estimated in the budget are available for appropriation, the council, by ordinance, may make supplemental appropriations for the year up to the amount of such excess.

(b) Reduction of Appropriations – If at any time during the fiscal year it appears probable to the mayor that the revenues available will be insufficient to meet the amount appropriated, he/she shall report to the council without delay, indicating the estimated amount of the deficit, any remedial action taken by him/her and his/her recommendations as to any other steps to be taken. The council shall then take such further action as it deems necessary to prevent or minimize any deficit and for that purpose it may, by ordinance, reduce one (1) or more appropriations.

(c) Limitations: Effective Date – No appropriation for debt service may be reduced or transferred, and no appropriation may be reduced below any amount of the unencumbered balance thereof. The supplemental and emergency appropriations and reduction or transfer of appropriations authorized by this section may be made effected immediately upon adoption.

6.05 – Authentication, Recording and Disposition of Charter Amendments, Ordinances and Resolutions

(a) Authentication – The mayor and the city clerk shall authenticate by their signatures all ordinances and resolutions adopted by the council. In addition, when charter amendments have been approved by the electors, the mayor and city clerk shall authenticate by their signatures the charter amendment, such authentication to reflect the approval of the charter amendment by the electorate.

(b) Recording – The city clerk shall keep properly indexed books in which shall be recorded, in full, all ordinances and resolutions passed by the council. Ordinances shall, at the direction of the council, be periodically codified. The city clerk shall also maintain the city charter in current form and shall enter all charter amendments and send copy of the revised charter incorporating amendments to the Secretary of State’s Office.

(c) Printing – The council shall, by ordinance, establish procedures for making all resolutions, ordinances, technical codes adopted by reference, and this charter available to the people of the city for public inspection and available for purchase at a reasonable price.

s6.06 – Charter Amendment

This charter may be amended in two (2) ways:

(a) Initiation by Ordinance – The council may, by ordinance, propose amendments to any part or all of this charter, except Article II prescribing boundaries. Upon passage of the initiation ordinance, the council shall place the proposed amendment to a vote of the electors at the next annual election called for such purpose. Amendment of Article II resulting from annexation done in accordance with general law shall be by ordinance of the council and shall not be subject to a vote of the electors except as provided by general law.

(b) Initiation by Petition – The electors of the city may propose amendments to this charter by petition signed by at least ten percent (10%) of the total number of qualified voters registered to vote in the last regular city election.

(1) Form and Content – All papers of a petition shall be uniform in size and style and shall be assembled as one (1) instrument for filing. Each signature shall be executed in ink and shall be followed by the address of the person signing. Petitions shall contain or have attached thereto throughout their circulation the full text of the proposed charter amendment.

(2) Affidavit of Circulator – Each paper of a petition shall have attached to it when filed, an affidavit executed by the circulator thereof stating that he personally circulated the paper, the number of signatures thereon, that all the signatures were affixed in his presence, that he believes them to be the genuine signatures of the persons whose names they purport to be and that each signer had an opportunity before signing to read the full text of the proposed charter amendment.

(3) Certification of Petition – Upon certification of the petition by the city clerk, such certification to include the validity of the names on the petition as qualified voters registered to vote in the last regular city election, the council shall place the proposed amendment to a vote of the electors at the next annual election held not less than sixty (60) days after certification, or at a special election called for such purpose.

ARTICLE VII – TRANSITION SCHEDULE

s7.01 – Ordinances Preserved

All ordinances in effect upon the adoption of this charter, to the extent not inconsistent with it, shall remain in force until repealed or changed as provided herein.

s7.02 – Rights of Officers and Employees

Nothing in this charter, except as otherwise specifically provided, shall affect or impair the rights or privileges of persons who are city officers or employees at the time of adoption. Elected officers shall continue to hold their offices and discharge the duties thereof until their successors are elected.

s7.03 – Pending Matters

All rights, claims, actions, orders, contracts and legal or administrative proceedings involving the city shall continue except as modified pursuant to the provisions of this charter.

s7.04 – Schedule

(a) First Election – ~~The first annual election under this charter shall be held on the fourth (4<sup>th</sup>) Tuesday in March 1991. At the first election, council members from seats number~~

1, 3 and 5 shall be elected for a two-year term and the council member from seat number 6 shall be elected for a one-year term. Thereafter, council members from seats 1, 3 and 5 shall be elected every odd year. The first election following the special election at which changes to terms of office are made to the Charter shall be held on November 3, 2026. At the first election, the office of mayor and council members from seats number 1 and 3 shall be elected to four (4) year terms and council members from seats number 2 and 4 shall be elected to two (2) year terms, with council members from seats number 2 and 4 thereafter being elected to four (4) year terms commencing with the general election held in 2028.

(b) Second Election – The second annual election under this charter shall be held on the fourth (4<sup>th</sup>) Tuesday in March 1992. At the second election, council members from seats number 2, 4 and 6 shall be elected for two-year terms and a mayor shall be elected for a two-year term. Thereafter, council members from seats 2, 4 and 6 shall be elected every even year. The second election following the special election at which changes to terms of office are made to the Charter shall be held on November 7, 2028. At the second election, council members from seats number 2 and 4 shall be elected to four (4) year terms.

(e) Time of Taking Full effect – This charter shall be in full effect for all purposes on and after the date and time of the first (1<sup>st</sup>) meeting of the city council following the annual election in 1991. After the election held on November 7, 2028, provisions of this Charter governing terms of office and election dates shall be fully implemented and the provisions of Section 7.04 (a), (b) and (c) shall be editorially and administratively deleted from the Charter by the Mayor and City Clerk.

(d) Initial Salary of the Mayor and Council – The mayor shall receive an annual salary in the amount of \$ \_\_\_\_\_ and members of the council shall receive an annual salary of \$ \_\_\_\_\_ until such are changed by the council in accordance with the provisions of this charter.

\*NOTE – The Annual Salary for the Mayor and each Council member, as established by the City Council as per the Charter is \$3,600.00. That is \$300.00 per month minus Federal Withholding Taxes. (This note is added for clarification purposes and is not part of the Charter.)

State of Florida  
Florida Department of Law Enforcement  
2331 Phillips Road  
Tallahassee, Florida 32308

**GRANT AWARD AGREEMENT**

Recipient: Bonifay Police Department  
Grant Period: From: 07/01/2025 To: 06/30/2026  
Project Title: FY 2021-22 FIBRS IMPLEMENTATION ASSISTANCE PROGRAM: SUPPORT FOR LOCAL LAW ENFORCEMENT AGENCIES  
Grant Number: 2021-FBSFA-F2-058  
Awarded Funds: \$133,058.80  
CSFA Catalog Number: 71.043

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

**WHEREAS** the Department pursuant to Fiscal Years 2019-2020, 2020-2021, and 2021-2022 General Appropriations Act 2500 has authority to distribute approximately 6 million dollars supporting local agencies' efforts in transitioning to incident-based crime data reporting. FDLE's Florida Incident-Based Reporting System (FIBRS) repository will receive and process the data submitted by local agencies and report it to the Federal Bureau of Investigation. From this funding, \$1,466,286 has been reverted and reappropriated through FY 2025-2026. Of these funds, some agencies are approved to continue pre-existing projects, while approximately \$800,000.00 of the funding is available for new applications.

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

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

**Scope of Work**

The Recipient will use grant funding to transition to the technological requirements of the FIBRS Project. Funds will be used for activities related to the incident-based reporting system, including but not limited to overtime for project staff, equipment or supplies required for data submission, contracting with a vendor to complete software transitions, providing training and licensing, and for services such as project management, system configuration, Data Migration, and/or consulting.

**Project Deliverables**

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

Total payments for all deliverables will not exceed the maximum grant award amount of \$133,058.80.

The Recipient may invoice the Department for reimbursement under the grant monthly. The maximum allowable reimbursable amount shall be \$133,058.80. Reimbursements to the Recipient will be limited to actual, allowable expenses documented and submitted to the Department. All invoices, receiving documentation, purchase orders, 3<sup>rd</sup> party agreements, any scopes of work, etc. and copies of checks must be submitted to the Department by the Recipient with related reimbursement requests. The Recipient shall make supporting documentation available upon request, to comply with state grant documentation requirements and/or audits. Minimum performance for contracted providers and deliverables is to be documented in the contractual agreement between the Recipient and the provider and overseen by Department staff.

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

<b>Deliverable 1 – Personnel Overtime</b>	Recipient will use funds to pay a portion of overtime costs for those working in support of the FIBRS project.
Minimum Performance Criteria:	Personnel working on the project will be paid a rate consistent with the Recipient's compensation and pay policy, documented through personnel records and timesheets.
Financial Consequences:	This is a cost reimbursement deliverable. Failure to provide proper supporting documentation for overtime could result in project costs being disallowed, withholding of funds, and/or termination of the project.
Deliverable Price:	Total payments for this deliverable will be approximately \$19,372.80
<b>Deliverable 2 – Equipment &amp; Expenses (Supplies)</b>	Recipient will use grant funds to purchase equipment and supplies necessary to complete and support the incident-based reporting transition.
Minimum Performance Criteria:	Performance will be the procurement and receipt of goods/services purchased.
Financial Consequences:	This is a cost reimbursement deliverable. Failure to provide proper supporting documentation for equipment & supplies could result in project costs being disallowed, withholding of funds, and/or termination of the project.
Deliverable Price:	Total payments for this deliverable will be approximately \$6,316.00
<b>Deliverable 3 – Contractual Services</b>	Recipient will use funds to contract with a vendor to transition to incident-based reporting by migrating data and training personnel.
Minimum Performance Criteria:	Completion of or progress with at least one activity described in the Scope of Work. Documentation includes an attestation of activities or services rendered on the expenditure report.
Financial Consequences:	This is a cost reimbursement deliverable. Failure to provide proper supporting documentation for services rendered could result in project costs being disallowed, withholding of funds, and/or termination of the project.
Deliverable Price:	Total payments for this deliverable will be approximately \$107,370

**Performance Reports**

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

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

Performance Reports must address and/or contain the following:

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

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

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

**Payment Requirements & Financial Claim Reports**

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

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

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

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

Recipient shall provide monthly Claim Reports to the Department due thirty (30) days after the end of each reporting period. A Claim Report template is attached as Exhibit 3. All Claim Reports must be approved

and signed by the Recipient's chief financial official, or otherwise designated signing authority, and include a certification that costs claimed are true and valid costs incurred in accordance with the agreement.

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

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

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

**Appendix A: Administration**

Changes to the following points of contact and chief officials below must be submitted to the FDLE grant manager within the Planning and Budgeting Bureau of FDLE at [CJISFunding@fdle.state.fl.us](mailto:CJISFunding@fdle.state.fl.us).

Chief Official	
<b>Name</b>	Larry Cook
<b>Title</b>	Mayor
<b>Address</b>	301 N J Harvey Etheridge Street, Bonifay, FL 32425
<b>Phone</b>	850-703-6821
<b>Email</b>	Larry.cook@cityofbonifay.com

Programmatic Contact	
<b>Name</b>	Johnny Whitaker
<b>Title</b>	Chief of Police
<b>Address</b>	211 N Oklahoma St, Bonifay, FL 32425
<b>Phone</b>	850-703-6645
<b>Email</b>	Johnny.whitaker@cityofbonifay.com

Contract/Grant Manager	
<b>Name</b>	Sierra Smith
<b>Title</b>	Grant Manager
<b>Address</b>	301 N J Harvey Etheridge Street, Bonifay, FL 32425
<b>Phone</b>	850-703-9448
<b>Email</b>	Sierra.smith@cityofbonifay.com

Chief Financial Officer	
<b>Name</b>	Tracy Walker
<b>Title</b>	Finance Director
<b>Address</b>	301 N J Harvey Etheridge Street, Bonifay, FL 32425
<b>Phone</b>	Tracy.walker@cityofbonifay.com
<b>Email</b>	850-547-4238

Official Payee	
<b>Agency</b>	City of Bonifay
<b>Address</b>	301 N J Harvey Etheridge Street, Bonifay, FL 32425
<b>Phone</b>	850-547-4238
<b>Email</b>	Cityhall@cityofbonifay.com
<b>FEID#</b>	59-6000280

**Appendix B: Budget**

The following describes the proposed budget for the project. All amounts noted in the budget below are estimates based on preliminary quotes or prior program activities. Deviations from this budget that exceed 10% of the total amount in any budget category must be approved by FDLE Planning and Budgeting Bureau prior to payment. Requests for amendments must be submitted to the FDLE grant manager within the Planning and Budgeting Bureau at [CJISFunding@fdle.state.fl.us](mailto:CJISFunding@fdle.state.fl.us).

<b>Budget Category</b>	<b>Total</b>
A. Overtime	\$19,372.80
B. Travel	\$0
C. Equipment (OCO)	\$6,316.00
D. Expenses (Supplies)	\$0
E. Contractual Services & Subcontracts	\$107,370.00
F. Other Costs	\$0
<b>TOTAL</b>	<b>\$133,058.80</b>

**Budget Narrative:**

**A. Personnel (Overtime)**

Recipient will use grant funds as overtime and fringe benefits for members to manage data implementation and support the transition to FIBRS reporting. Activities will include, but are not limited to, coordinating with the vendor, data migration, training, and system testing.

- Approximately 3 personnel at various hourly rates, with fringe benefits, for a total of \$19,372.80

**B. Travel**

No funds allocated to this category.

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

Recipient will use grant funds to purchase equipment necessary for the transition to the FIBRS submission requirements.

- Approximately (4) computers at approx. \$1,759.00 each for a total of \$6,316.00

**D. Expenses (Supplies)**

No funds allocated to this category.

**E. Contractual Services & Subcontracts**

Recipient will use grant funds to contract with a Records Management System (RMS) vendor for services necessary for the transition to the FIBRS submission requirements.

- Project management, system configuration, staff training, and Data Migration of the Records Management System at approximately \$55,327.00
- AWS Cloud Hosting for SmartCop RMS data storage and system access (includes but is not limited to setup, configuration, and secure hosting environment) at approximately \$14,860.00
- Software licensing for SmartRMS, SmartMCT, and SmartADMIN modules (includes but is not limited to installation, system setup, and configuration to meet FIBRS standards) at approximately \$27,207.00
- RMS Annual Maintenance, prorated within the grant period, not to exceed \$9,976.00

**F. Other Costs**

No funds allocated to this category.

**Appendix C: Standard Conditions**

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

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

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

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

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

**I. PAYMENTS**

**Overpayments**

Any funds paid more than the amount to which the Recipient is entitled under the terms and conditions of the agreement must be refunded to the Department.

Any balance of unobligated cash that has been advanced or paid that is not authorized to be retained for direct program costs in a subsequent period must be refunded to the state.

**II. PROJECT AND GRANT MANAGEMENT**

**Personnel Changes**

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

**Obligation of Grant Funds**

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

**Financial Management**

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

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

Recipient must have written procedures for procurement transactions.

**Travel**

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

**Subcontracts**

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

individuals who meet or exceed any specified training qualifications.

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

**Grant Adjustments**

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

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

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

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

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

**III. MANDATORY DISCLOSURES**

**Conflict of Interest**

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

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

**Violations of Criminal Law**

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

**Convicted Vendors**

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

**Vendors on Scrutinized Companies Lists**

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

**Discriminatory Vendors**

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

agreement with any public entity; or e) transact business with any public entity.

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

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

**Restrictions and certifications regarding non-disclosure agreements and related matters**

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

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

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

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

**Civil Rights**

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

**Lobbying Prohibited**

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

**Public Records**

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

**Timely Payment of Subcontractors**

To the extent that a subcontract provides for payment after Recipient's receipt of payment from the Department, the Recipient shall make payments to any subcontractor within 7 working days after receipt of full or partial payments from the Department in accordance with s. 287.0585, F.S., unless otherwise stated in the agreement between the Recipient and subcontractor. Failure to pay within seven (7) working days will result in a penalty that shall be charged against the Recipient and paid by the Recipient to the subcontractor in the amount of one-half of one percent (.005) of the amount due per day from the expiration of the period allowed for payment. Such penalty shall be in addition to actual

payments owed and shall not exceed fifteen (15%) percent of the outstanding balance due.

**Legal Authorization**

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

**Independent Contractor, Subcontracting and Assignments**

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

**Notice of Legal Actions**

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

**Property**

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

**Background Check**

Whenever a background screening for employment or a background security check is

required by law for employment, unless otherwise provided by law, the provisions of Chapter 435 F.S., shall apply.

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

**V. RECORDS, AUDITS AND DATA SECURITY**

**Records, Retention**

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

Upon demand, at no additional cost to the Department, the Recipient will facilitate the duplication and transfer of any records or documents during the term of this agreement and the required five (5) year retention period. No record may be withheld, nor may the Recipient attempt to limit the scope of any of the foregoing inspections, reviews, copying, transfers or audits based on any claim that any record is exempt from public inspection or is confidential, proprietary or trade secret in nature; provided, however, that this provision does not limit any exemption to public inspection or copying to any such record.

These records shall be made available at all reasonable times for inspection, review, copying,

or audit by State, or other personnel duly authorized by the Department.

**Audits**

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

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

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

If the recipient expends less than \$750,000 on state financial assistance in its fiscal year (for fiscal years ending June 30, 2017, or thereafter), an audit conducted in accordance with the provisions of section 215.97, F.S., is not required. If the recipient expends less than \$750,000 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of section 215.97, F.S., the cost of the audit must be paid from the nonstate entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than state entities).

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

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

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

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

The Department of Law Enforcement at:  
  
ATTN: Rebecca Gardner  
Florida Department of Law Enforcement  
Planning and Budgeting Bureau - Grants  
Post Office Box 1489  
Tallahassee, Florida 32302-1489

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

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

**Monitoring**

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

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

**Property Management**

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

**Recipient's Confidential and Exempt Information**

By executing this agreement, the Recipient acknowledges that, having been provided an opportunity to review all provisions hereof, all provisions of this agreement not specifically identified in writing by the Recipient prior to execution hereof as "confidential" or "exempt" will be posted by the Department on the public website maintained by the Department of Financial Services pursuant to s. 215.985, F.S. The Recipient agrees that, upon written request of the Department, it shall promptly provide to the Department a written statement of the basis for the exemption applicable to each provision identified by the Recipient as "confidential" or "exempt", including the statutory citation to an

exemption created or afforded by statute, and state with particularity the reasons for the conclusion that the provision is exempt or confidential.

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

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

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

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

**Financial Penalties for Failure to Take Corrective Action**

Corrective action plans may be required for noncompliance, nonperformance, or

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

**Termination**

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

The Department shall be the final authority as to the appropriation, availability and adequacy of funds. In the event the Recipient fails to fully comply with the terms and conditions of this agreement, the Department may terminate the agreement upon written notice. Such notice may be issued without providing an opportunity for cure if it specifies the nature of the noncompliance and states that provision for cure would adversely affect the interests of the State or is not permitted by law or regulation. Otherwise, notice of termination will be issued after the Recipient's failure to fully cure such noncompliance within the time specified in a written notice of noncompliance issued by the Department specifying the nature of the noncompliance and the actions required to cure such noncompliance. In addition, the Department may employ the default provisions in Chapter 2021-225, Laws of Florida, Section 287.1351, F.S, but is not required to do so to terminate the agreement. The Department's failure to demand performance of any provision of this agreement shall not be deemed a waiver of such performance. The Department's waiver of any one breach of any provision of this agreement shall not be deemed to be a waiver of any other breach and neither event shall be construed to be a modification of the terms and conditions of this agreement. The provisions herein do not limit the Department's right to remedies at law or in equity. The validity of this agreement is subject to the truth and accuracy of all the information, representations, and materials submitted or provided by the Recipient in this agreement, in any subsequent submission or response to Department request, or in any submission or response to fulfill the requirements of this agreement, and such information, representations, and materials are incorporated

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

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

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

**Disputes and Appeals**

The Department shall make its decision in writing when responding to any disputes, disagreements, or questions of fact arising under this agreement and shall distribute its response to all concerned parties. The Recipient shall proceed diligently with the performance of this agreement according to the Department's decision. If the Recipient appeals the Department's decision, the appeal also shall be made in writing within twenty-one (21) calendar days to the Department's clerk (agency clerk). The Recipient's right to appeal the Department's decision is contained in Chapter 120, F.S., and in procedures set forth in Fla. Admin. Code R.28-106.104. Failure to appeal within this time frame constitutes a waiver of proceedings under Chapter 120, F.S. After receipt of a petition for alternative dispute resolution the Department and

the Recipient shall attempt to amicably resolve the dispute through negotiations. Timely delivery of a petition for alternative dispute resolution and completion of the negotiation process shall be a condition precedent to any legal action by the Recipient concerning this agreement.

that it is not an employee or agent of the Department but is an independent contractor.

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

**Liability**

Unless the Recipient is a state agency or subdivision, the Recipient shall be solely responsible to parties with whom it shall deal in carrying out the terms of this agreement and shall save the Department harmless against all claims of whatever nature by third parties arising out of the performance of work under this agreement. For purposes of this agreement, Recipient agrees

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

**Signatures**

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

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

**State of Florida  
Department of Law Enforcement  
Planning and Budgeting Bureau**

Signature: \_\_\_\_\_

Typed Name and Title: Rebecca Gardner, Bureau Chief

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

**Recipient  
Bonifay Police Department**

Signature: \_\_\_\_\_

Typed Name and Title: \_\_\_\_\_

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

## SOFTWARE LICENSE AND SERVICES AGREEMENT

THIS AGREEMENT is made as of this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_, by SmartCOP, Inc. ("Licensor"), with its principal place of business at 410 East Government Street, Pensacola, Florida 32502, and City of Bonifay, Florida ("Licensee"), with its principal address at 301 J. Harvey Etheridge Street, Bonifay, FL 32425.

**WHEREAS**, Licensor has the exclusive right to license the public safety software site known as SmartCOP™, a comprehensive, integrated software product suite designed to provide Computer Aided Dispatch, Mobile Data Computer Systems, Record Management Systems, Case Management Systems, Jail Management Systems, Civil Enforcement, and Administrative Programs.

**WHEREAS**, Licensee desires to acquire a non-exclusive and non-transferable license to use and configure to use the software modules listed in Product Schedule & Pricing (attached as Appendix 1) (collectively referred to hereafter as "Software Products"), subject to the terms and conditions set forth in this Agreement.

**NOW, THEREFORE**, Licensor and Licensee agree as follows:

### **ARTICLE I. THE LICENSE**

1.01 **License.** Licensor hereby grants to Licensee a non-exclusive, non-transferable and limited right and license to use and configure the Software Products in object code format solely for Licensee's internal operations (the "License") for the term set forth in Section 1.02 and subject to the terms and conditions set forth in this Agreement, in consideration for the payment of the fees specified in the Product Schedule & Pricing (attached as Appendix 1). The License includes the right to use and configure only those Software Products listed in the Product Schedule & Pricing (attached as Appendix 1) hereto. Licensee may license additional Software Products through a written amendment to this Agreement specifying an additional license fee and signed by both parties. The Software Products may, if applicable, include Other Products that are provided in connection with the software Products pursuant to authority granted to Licensor by such third parties or through sublicense agreements with Licensee.

1.02 **Term.** The License shall commence upon the installation of the first Software Product set forth on the Product Schedule & Pricing (attached as Appendix 1) hereto (the "Delivery Date"), provided that Licensee has paid all applicable fees. The License shall continue in perpetuity, unless terminated pursuant to the terms hereof.

1.03 **Fees and Charges.** Licensee shall pay to Licensor, without deduction or set-off, a license fee (the "License Fee") for the Software Products in the amount and at the time set forth on the Product Schedule & Pricing (attached as Appendix 1) as "Standard Payment Terms." During the term of this Agreement, Licensor shall, from time to time, deliver invoices to Licensee. Each invoice delivered to Licensee by Licensor shall be due and payable upon receipt thereof by Licensee. In the event Licensee fails to pay all or any portion of an invoice on or before ninety (90) days after the date it becomes due, in addition to all other remedies Licensor has under this Agreement or otherwise, Licensor shall have the option to suspend or terminate all Software and Services under this Agreement. Suspension or termination of any such Software and/or Services shall not relieve the Licensee of its obligation to pay its outstanding invoices, including any applicable late charges. Late payments will incur a charge of 1.0% per month, not to exceed the maximum amount allowed by law. Licensee shall pay any and all applicable federal, state and local sales, use, value added, excise, duty and any other taxes of any nature (except any taxes based on Licensor's net income) assessed on the Licensor's product offerings. To the extent Licensee imposes additional requirements on Licensor for Services other than those expressly provided in this Agreement, Licensor retains the right to make additional price adjustments and/or any other adjustments that may be necessitated. Before performing these additional Services, Licensor will notify Licensee that the Services are subject to additional charge(s).

1.04 **Taxes.** If applicable, Licensee is responsible for and shall pay all federal, state and local sales, use, value added, and ad valorem taxes due in connection with the licensing and use of the Software Products.

1.05 **Sublicensing and Assignment Prohibited.** This License does not provide Licensee the right to sublicense any

of the Software Products, and Licensee is strictly prohibited from sublicensing without the explicit written permission of Licensor.

1.06 **Exclusions.** Except as expressly authorized in writing, Licensee shall not allow, direct or authorize (directly or indirectly) any other party to:

- a. Use the Software Products for any purpose other than in connection with Licensee’s internal operations;
- b. Copy the Software Products;
- c. Cause or permit reverse compilation or reverse assembly of all or any portion of the Software Products;
- d. Distribute, rent, lease or transfer to any third party any portion of the Software Products;
- e. Export the Software Products in violation of U.S. Department of Commerce export administration regulations; or
- f. Copy for use or distribute for use any third party software products resold to Licensee by Licensor without paying the appropriate license fee.

1.07 **Other Products.** “Other Products” shall mean, if applicable, the additional products being purchased by Licensee from Licensor as specified in the Product Schedule & Pricing (attached as Appendix 1) under such terms and conditions as are defined from time to time. If applicable to Licensee, and provided Licensee enters into any applicable sublicense or other relevant agreements for the Other Products, as may be required by the vendors of the Other Products (hereinafter referred to as the “Sublicense Agreements”) and subject to the terms and conditions of this Agreement, Licensee is granted a sublicense with respect to the Other Products designated in the Product Schedule & Pricing (attached as Appendix 1).

1.08 Subject to Section 1.07, the license grants to the Other Products shall be as set forth in their applicable Sublicense Agreements. To the extent that the Product Schedule & Pricing (attached as Appendix 1) does not specifically outline Other Products for which a Sublicense Agreement is required, the Licensee shall be deemed to have been granted a sublicense in the Other Products (or Software Programs, if applicable) which are subject to the terms of this Agreement.

**ARTICLE II. DELIVERY**

2.01 **Acceptance.** Licensor shall deliver to Licensee one (1) copy of the Software Products (in machine-readable object code). Licensee shall be conclusively deemed to have accepted the Software Products upon Licensee’s first use of the Software Product in a production environment (“Go-Live”) unless Licensee notifies Licensor in writing within ten (10) days of Go-Live that the Software Products have been rejected as failing to operate substantially in accordance with the written agreement between Licensor and Licensee, and describing in detail each nonconformity. Upon receipt of the nonconformity list, Licensor shall have thirty (30) days to repair any nonconformities listed on the nonconformities list by modifying the Software Products as necessary at Licensor’s expense, such that the Software Products affected by the nonconformities operate substantially in accordance with the written agreement between Licensor and Licensee.

2.02. **Installation.** Licensor shall provide Licensee with installation support in accordance with Licensor’s standard installation procedures for one (1) copy of the server portion of each Software Product as well as the client portion of each Software Product for the fee set forth in the Product Schedule & Pricing (attached as Appendix 1).

**ARTICLE III. MAINTENANCE AND SUPPORT SERVICES**

3.01 **Maintenance and Support.** Licensee may obtain maintenance and support services for the Software Products by entering into a separate Software Maintenance and Support Agreement with Licensor, a sample copy of which is attached hereto as Appendix 2.

**ARTICLE IV. CONFIDENTIALITY AND COPIES**

4.01 **Confidentiality.** To the extent allowed by law, Licensor and Licensee shall not disclose one another’s Confidential Information.

4.02 **Confidential Information.** The term "**Confidential Information**" as used in this Agreement includes any information (whether or not reduced to writing and whether or not patentable or protected by copyright) that either Licensor or Licensee treats as proprietary or confidential (whether owned or developed by either party or received by either party from third parties), including without limitation either party's trade secrets, business methods, business policies, procedures, techniques, financial information, "know how", research or development projects or results, algorithms, computer software and hardware, computer programs (whether source or object code), hardware or manuals, trade secrets, or other knowledge or processes of or developed by Licensor or Licensee. Failure to mark any of the confidential information as confidential or proprietary shall not affect its status as part of Confidential Information under the terms of this Agreement.

4.03 **Obligations.** Licensor and Licensee shall protect each other's Confidential Information with at least the same degree of care and confidentiality, but not less than a reasonable standard of care, that each utilizes for its own Confidential Information and that it does not wish disclosed to the public.

4.04 **Exclusions.** This Agreement imposes no obligation upon either party ("Recipient") with respect to the other party's ("Discloser's") Confidential Information that Recipient can establish by legally sufficient evidence: (a) was in the possession of or was rightly known by Recipient without an obligation to maintain its confidentiality prior to receipt from Discloser; (b) is or becomes generally known to the public without violation of this Agreement; (c) is obtained by Recipient in good faith from a third party having the right to disclose it without an obligation of confidentiality; or (d) is required to be disclosed by applicable law; provided that Recipient notifies Discloser of such requirement prior to disclosure, and provided further that Recipient makes diligent efforts to limit disclosure. Recipient shall keep confidential any Confidential Information received for three (3) years after the termination of this Agreement.

4.05 **Copies.** Licensee may make additional copies of any printed materials provided by Licensor up to the number of simultaneous users set forth in the Product Schedule & Pricing (attached as Appendix 1) but shall not make copies in excess of such number without the prior written consent of Licensor. Licensee may make two (2) copies of the Software Products solely for use by Licensee as back-up copies for disaster recovery. Every copy of the manual or the Software Products made by Licensee shall include the copyright notices included on the copies delivered to Licensee. Licensee shall not make or maintain any other copy of the Software Products or any portion, derivative or modification of any of them.

**ARTICLE V. WARRANTY**

5.01 **Software Warranty.** Licensor warrants, for Licensee's benefit only, that the Software Products will perform substantially in accordance with the Software Product's documentation for a period of one (1) year after the date on which Licensee's license for such Software Product is i) initially installed by Licensor per the Product Schedule & Pricing (attached as Appendix I) and SOW, or ii) if by Licensee, initially delivered to Licensee by Licensor. Licensor's warranty shall not apply to Software Product that has been modified by Licensee or third parties, or to Software Product that is installed on computer systems not approved by Licensor. Licensee agrees to notify Licensor in writing before expiration of the preceding period of the failure of any Software Product to satisfy the foregoing warranty and, after verification thereof by Licensor, Licensor will undertake to correct any reported error in accordance with Licensee's signed Software Maintenance and Support Agreement. Licensee acknowledges that the Software may not satisfy all of Licensee's requirements and the use of the Software Products may not be uninterrupted or error-free. Licensor warrants, for Licensee's benefit only, that it possesses the necessary intellectual rights to license to Licensee the Software Product provided hereunder.

5.02 **Services Warranty.** Licensor warrants that it will perform the Services in a professional and workmanlike manner.

5.03 **Manufacturer's Equipment Warranty.** Licensee acknowledges that all equipment, if any, supplied by Licensor hereunder is manufactured by third parties and Licensee agrees that the only warranties applicable to the Equipment are such warranties as may be provided by the manufacturers thereof and such warranties begin the date Licensee receives the equipment. Licensor makes no warranty of any kind with respect to any equipment. Licensee agrees to look solely to the manufacturer with respect to all mechanical, service and other claims and the right to enforce all warranties on such equipment made by said manufacturer are hereby, to the extent Licensor has the right,

assigned to Licensee. Licensor is not responsible for modifications to the manufacturer's published warranties, which modifications are determined solely at the discretion of the distributor or manufacturer.

**5.04 Other Products.** Licensee acknowledges and agrees that Other Products provided to Licensee by Licensor is provided to Licensee pursuant to the terms of the licensor's applicable license, and Licensee agrees to be bound thereby and that such terms govern any conflict between those terms and this Agreement. Licensee will acquire only those rights in the Other Products granted by applicable license and accorded by applicable law. In the event that any Other Products provided by Licensor to Licensee requires acceptance of a "shrink wrap" or "box top" license or agreement or execution of a "click-through" license or agreement for the access, opening, unpacking, installation or configuration thereof, Licensee acknowledges and agrees that Licensor may act as an agent on Licensee's behalf in accepting and executing such license or agreement on behalf of Licensee. LICENSOR PROVIDES THE OTHER PRODUCTS "AS IS" AND WITHOUT ANY WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED. THE WARRANTIES, INDEMNITIES, AND REMEDIES SET FORTH IN THIS SECTION 5 DO NOT APPLY TO OTHER PRODUCTS OR ANY BREACH, INFRINGEMENT, OR MISAPPROPRIATION ALLEGED TO BE CAUSED BY OTHER PRODUCTS. Licensee acknowledges it must look exclusively to the manufacturer of the Other Products for any warranty, maintenance, support or other service or remedy relating thereto. Software Maintenance does not apply to Other Products.

**5.05 Exclusions.** Licensor shall have no obligation to perform warranty services for: (1) third party equipment or software not installed by Licensor; (2) any equipment or Software Products for which warranty or maintenance has been performed by a third party not authorized by Licensor; (3) any equipment or Software Products that have been substantially altered, damaged or modified by someone other than Licensor or its subcontractors; (4) any equipment or Software Products which have been damaged as a result of Licensee's failure to operate them in accordance with the operating instructions of the manufacturer or software vendor; (5) failures due to force majeure or exposure to unusual physical or electrical stress; or (6) failure by Licensee to back up software and data contained in its system on a regular basis, but not less than once every day.

**5.06 WARRANTY DISCLAIMER.** EXCEPT AS EXPRESSLY PROVIDED HEREUNDER, TO THE FULL EXTENT PERMITTED BY APPLICABLE LAW, LICENSOR MAKES NO WARRANTIES OR REPRESENTATIONS CONCERNING THE SOFTWARE PRODUCT, EQUIPMENT, SERVICES, OTHER PRODUCTS, ANY THIRD PARTY SOFTWARE OR OTHER MATERIALS, SERVICES, INFORMATION OR TECHNOLOGY, AND LICENSOR EXPRESSLY DISCLAIMS ALL SUCH WARRANTIES AND REPRESENTATIONS, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF CONDITION, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

## ARTICLE VI. OWNERSHIP AND USE

**6.01 Ownership.** Licensor is not granting Licensee, either directly or by implication, any right, title or interest in Licensor's Software Products, applications, software, code and/or systems. Licensee is acquiring the perpetual right to utilize the run-time version of Licensor's Software Products that are current as of the time of the termination of the contract between Licensor and Licensee. Licensee agrees not to disassemble, peel components, decompile, otherwise reverse engineer or attempt to reverse engineer, or derive code from any of Licensor's Software Products, applications, software, code and/or systems, or permit or encourage any third party to do so. Under no event shall Licensee transfer, assign and/or sell the run-time version, the object code or the source code of Licensor's Software Products, applications, software, code and/or systems to any person or entity.

**6.02 Use.** Licensee may keep one (1) copy of the Software Products resident on the file server for Licensee's network ("Network") at the site designated on the Product Schedule & Pricing (attached as Appendix 1) to this Agreement (the "Installation Site") and may keep one (1) copy of the client portion of each Software Product resident on as many computers owned or controlled by Licensee and connected to the file server for as long as Licensee restricts access to the Software Products resident on the server to the number of simultaneous users set forth in the Product Schedule & Pricing (attached as Appendix 1). Notwithstanding the foregoing, if the Network becomes inoperable (whether due to maintenance thereof, modification, disaster, or otherwise), the Software Products may be temporarily used on a different file server at the Installation Site or another computer center. Temporary use on a different file server, however, shall not exceed thirty (30) days without the prior written consent of Licensor.

6.03 **Modification.** Licensee shall only make changes or modifications to the Software Products using the Configuration Tools Modules listed on the Product Schedule & Pricing (attached as Appendix 1) and provided by the Licensor. Violation of this prohibition will be grounds for termination of this agreement pursuant to Article VII, and Licensor shall have no further duties, liabilities or obligations with respect to the Software Products.

**ARTICLE VII. LIMITATION OF LIABILITY AND INDEMNIFICATION**

7.01 **Limitation of Liability.** Licensor, its officers, directors, shareholders, members, employees, and/or agents shall not have any liability to Licensee, its officers, directors, shareholders, members, agents and/or employees for losses, damages and/or injuries arising out of: (1) third party equipment or software not installed by Licensor; (2) any equipment or Software Products for which maintenance has been performed by a third party not authorized by Licensor; (3) any equipment or Software Products that have been substantially altered, damaged or modified by someone other than Licensor or its subcontractors; (4) any equipment or Software Products which have been damaged as a result of Licensee's failure to operate them in accordance with the operating instructions of Licensor, the manufacturer, or the software vendor; (5) failures due to force majeure or exposure to unusual physical or electrical stress; or (6) failure by Licensee to back up software and data contained in its system on a regular basis, but not less than once every day. This limitation of liability includes all claims for losses, damages and/or injuries arising in tort, contract, negligence, strict liability, or otherwise, including, without limitation, damages for physical or mental pain or suffering, medical expenses, wrongful death, loss of good will, work stoppage, computer failure or malfunction, loss of work product, or any and all other commercial or personal injury damages or losses, direct or indirect. Notwithstanding the form (e.g., contract, tort or otherwise) in which any legal or equitable action may be brought, in no event will Licensor or its suppliers be liable for damages or losses that exceed, in the aggregate, the following for each respective breach or series of related breaches: (i) with respect to equipment, the purchase price paid by Licensee for the equipment that gave rise to such damages or losses; (ii) with respect to Software Products the amount of License Fees paid by Licensee for the Software that gave rise to such damages or losses; and (iii) with respect to any Services provided hereunder, the amount of fees paid for the Services that gave rise to such damages or losses. Except with regard to payments due Licensor neither party will be liable for any delays or failures in performance due to circumstances beyond its reasonable control that could not be avoided by its exercise of due care. Licensor's liability for any form of action shall only apply after any and all appropriate insurance coverage has been exhausted.

7.02 **Indemnification for Infringement.** Licensor shall, at its expense, indemnify and defend Licensee against any claim that the Software Products (excluding Other Products) infringe any United States patent or copyright and pay any resulting final judgment or settlement cost, provided that Licensee gives Licensor prompt, written notice of any such claim and allows Licensor to control the defense and all related settlement negotiations. Licensee shall allow Licensor, at Licensor's option and expense, if any infringement claim has occurred or in Licensor's reasonable judgment is likely to occur: (i) to procure the right for Licensee to continue using the Software Products; (ii) to replace or modify the Software Products so that they become non-infringing and functionally equivalent; or (iii) if neither of the foregoing alternatives is available on terms which are reasonable in Licensor's discretion, Licensee shall, upon the request of Licensor, return the Software Products to Licensor, whereupon Licensee can seek applicable remedy from Licensor pursuant to a breach of this Agreement. Licensor shall have no liability to indemnify or defend Licensee to the extent the alleged infringement is based on: (a) a modification of the Software Products by anyone other than Licensor or someone acting on behalf of Licensor, (b) use of the Software Products other than in accordance with the written agreement between Licensor and Licensee, or (c) a modification by Licensor of the Software Products at the direction of Licensee.

**ARTICLE VIII. TERMINATION**

8.01 Licensor may terminate the License if Licensee: (i) fails to pay the License Fee when due as set forth in the Product Schedule & Pricing (attached as Appendix 1); (ii) makes or distributes, or fails to use its best efforts to prevent others from making or distributing, copies of the Software Products (except as expressly permitted by this Agreement) or derivations or modifications thereof; (iii) uses the Software Products in violation of the provisions of this Agreement; or (iv) fails to comply with any other material obligation under this Agreement and such failure, action, use or non-compliance remains uncured for thirty (30) days after receipt of written notice thereof. Upon termination of the License, Licensee shall discontinue use and return all copies of the Software Products in its possession or control to Licensor, but Licensee's obligation to pay accrued charges and fees and to protect the confidentiality of the Software Products shall continue.

**ARTICLE IX. MEDIATION**

9.01 The parties agree to submit any claim, controversy or dispute arising out of or relating to this Agreement or the relationship created by this Agreement to non-binding mediation before bringing a claim, controversy or dispute in a court or before any other tribunal. The mediation is to be conducted by either an individual mediator or a mediator appointed by mediation services mutually agreeable to the parties. The mediation shall take place at a time and location which is also mutually agreeable; provided, however, in no event shall the mediation occur later than ninety (90) days after either party notifies the other of its desire to have a dispute be placed before a mediator. Such mediator shall be knowledgeable in software system agreements. The costs and expenses of mediation, including compensation and expenses of the mediator (and except for the attorney’s fees incurred by either party), is to be shared by the parties equally. If the parties are unable to resolve the claim, controversy or dispute within ninety (90) days after the date either party provides the other notice of mediation, then either party may bring and initiate a legal proceeding to resolve the claim, controversy or dispute unless the time period is extended by a written agreement of the parties.

9.02 Nothing in this Section Article IX shall preclude any party from applying to a court of competent jurisdiction for, and obtaining if warranted, preliminary or ancillary relief pending the conduct of mediation, or an order to compel the mediation provided for herein. The parties agree that the state and federal courts in Florida shall be the exclusive courts in which either party may seek such relief.

**ARTICLE X. MISCELLANEOUS**

10.01 **Notice.** Any notice hereunder by either party shall be given by personal delivery or by sending such notice by certified mail, postage pre-paid, to the other party at its address set forth herein or at such other address designated by written notice. Notice shall be deemed to have been received upon the date of actual delivery.

10.02 **Interpretation.** The validity and interpretation of this Agreement and the rights and obligations of the parties hereunder shall be governed by the laws of the State of Florida, without regard to the principles of Florida’s conflicts of laws thereof.

10.03 **Severability.** If any provision of this Agreement shall be determined to be void, invalid, unenforceable or illegal for any reason, the validity and enforceability of all of the remaining provisions hereof shall not be affected thereby.

10.04 **Failure to Exercise Rights.** The failure of either party to exercise any of its rights under this Agreement for a breach thereof shall not be deemed to be a waiver of such rights nor shall the same be deemed to be a waiver of any subsequent breach.

10.05 Licensee grants to Licensor the right to use Licensee’s name and trademarks solely as a client reference in promotional and marketing materials in accordance with generally accepted industry standards and practices for such references.

10.06 **Independent Parties.** Licensor and Licensee are independent parties. Nothing in this Agreement will be construed to make either party an agent, employee, franchisee, joint venturer or legal representative of the other party.

10.07 **Force Majeure.** Neither Party shall be liable to the other Party or shall be subject to termination of this Agreement by the other Party, for any delay, nonperformance, loss or damage (other than for failure to pay any amount when due) because of reasons beyond its reasonable control including, but not limited to, acts of God, acts, regulations or laws of any government, acts of terrorism, war, riots, civil unrest, power failures, accidents in transportation or other causes beyond the reasonable control of the respective Party.

10.08 **Titles.** The titles of the Articles and Sections hereof are for convenience only and do not in any way limit or amplify the terms and conditions of this Agreement.

10.09 **Sublicense & Assignment.** Licensee may not transfer, assign or sublicense its rights, duties or obligations under this Agreement to any person, company or entity, in whole or in part. Licensor may assign to a successor entity in the event of its dissolution, acquisition, sale of substantially all of its assets, merger or other change in legal status. Licensor may perform any obligation pursuant to this Agreement using agents and subcontractors. The Agreement shall inure to the benefit of and be binding upon the Parties to this Agreement and their respective successors and permitted assigns.

10.10 **Survival.** Except as otherwise provided, any obligations and duties which by their nature extend beyond the expiration or termination of this Agreement, shall survive the expiration or termination of this Agreement.

10.11 **Restricted Rights Regarding Software.** The Software, both SmartCOP and Other Products Software (including documentation), is provided with Restricted Rights. Use, duplication, or disclosure for or by the government of the United States, including without limitation any of its agencies or instrumentalities, is subject to restrictions set forth, as applicable: (i) in subparagraphs (a) through (d) of the Commercial Computer Software-Restricted Rights clause at FAR 52.227-14, or FAR 52.227-19; (ii) in subparagraph (c)(1)(ii) of the Rights in Technical Data and Computer Software clause at DFAR 252.227-7014, DFAR 252.227-7015, DFAR 252.227-7018, or DFARS 252.227-7013; or (iii) in similar clauses in other federal regulations, including the NASA FAR supplement. The contractor or manufacturer is SmartCOP, and/or a third party as may be noted on the Product Schedule and Pricing, and/or SOW. Customer will not remove or deface any restricted rights notice or other legal notice appearing in the Software or on any packaging or other media associated with the Software. Customer will require that its users and other recipients, if any so authorized by SmartCOP herein, agree to and acknowledge the provisions of this Section 10.11 in writing.

10.12 **Complete Agreement.** This Agreement, together with the Appendices, constitutes the entire understanding between the parties with respect to the subject matter hereof and supersedes any and all prior understandings, statements, warranties, representations, and agreements, oral and written, relating hereto. Any amendment hereof must be in writing and signed by both parties.

10.13 This Agreement may be executed by the parties hereto in multiple counterparts and shall be effective as of the date first above written, when each party shall have executed and delivered a counterpart hereof, whether or not the same counterpart is executed and delivered by each party. When so executed and delivered, each such counterpart shall be deemed an original and all such counterparts shall be deemed one and the same document. Transmission of images of signed signature pages by facsimile, e-mail or other electronic means shall have the same effect as the delivery in person of manually signed documents.

**IN WITNESS WHEREOF**, and intending to be legally bound hereby, the parties hereto have executed and delivered this Agreement as of the date first above written.

**Licensor**

**Licensee**

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

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

Printed Name: Steve Williams

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

Title: Executive Vice President

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

Date: 1/20/2026

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



## APPENDIX 1

### PRODUCT SCHEDULE & PRICING

## APPENDIX 2

### SOFTWARE MAINTENANCE AND SUPPORT AGREEMENT

THIS AGREEMENT is made as of this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_, by SmartCOP, Inc. ("Licensor"), with its principal place of business at 410 East Government Street, Pensacola, Florida 32502, and Bonifay Police Department ("Licensee"), with its principal address at 301 J. Harvey Etheridge Street, Bonifay, FL 32425.

WHEREAS, Licensor has the exclusive right to license the public safety software suite known as SmartCOP™, a comprehensive, integrated software product suite designed to provide Computer Aided Dispatch, Mobile Data Computer Systems, Record Management Systems, Jail Management Systems, and Administrative Programs.

WHEREAS, Licensor has agreed to provide Licensee a non-exclusive and non-transferable license to use and configure the following software modules listed in Product Schedule & Pricing (attached as Appendix 1) (collectively referred to hereafter as "Software Products").

**WHEREAS**, Licensee desires to acquire a non-exclusive and non-transferable license to use and configure to use the software modules listed in Product Schedule & Pricing (attached as Appendix 1) (collectively referred to hereafter as "Software Products"), subject to the terms and conditions set forth in this Agreement.

WHEREAS, Licensee has requested Licensor to provide maintenance and support services on the Software Products.

NOW, THEREFORE, Licensor and Licensee agree as follows:

1.0 **Maintenance and Support Services.** Licensor will provide software maintenance and support services ("Maintenance and Support Services") on the date the Software Product is installed (the "Start Date"), primarily via telephone, online reporting software, and electronic mail as set forth below. To enable Licensor to provide effective support, the Licensee will establish a FBI CJIS Policy approved remote access procedures compatible with Licensor's then current practices which may be revised over time.

Licensor agrees to provide Licensee Maintenance and Support Services consistent with the following:

#### **Service Maintenance**

Any deficiencies found by Licensee during its use of the Software Products will be reported to Licensor's technical support staff by Licensee. Licensor's technical support personnel are available twenty-four (24) hours a day, seven (7) days a week, 365 days per year, holidays included. Licensees use a toll free number to secure assistance: 1-800-374-0101.

#### **Correcting Deficiencies**

During the maintenance and support period, Licensor will be responsible for ensuring performance deficiencies are corrected. Licensor maintains sufficient technical help to support the ongoing operation of the system and to develop required enhancements.

When a call is received, the Licensor call taker will secure all information necessary to properly evaluate the caller's difficulty. Wherever possible, the call taker will work with the caller to resolve the issue immediately using Licensor's knowledge base of resolutions. When such resolution is not possible, the call taker will escalate the call to Level II support.

At Level II a lead engineer determines the severity of the call and assigns it to the appropriate engineer for resolution. When the call is completed, the engineer will notify the support desk of the solution and note the

solution in the knowledge base. The caller will be notified as to resolution and any instructions for correcting the problem.

**New Service Versions**

During the maintenance and support period, continual system review and recommendations for enhancements are supported. Licensee will make available updates to the Software Products that incorporate any new features or enhancements to the licensed Software Products made generally available to Licensor’s other Licensees (“Updates”) at no additional charge other than the payment of the Annual Maintenance Fee. Update releases will be distributed and installed remotely via a remote connection to minimize downtime. Release Notes accompanying each release will identify corrections and enhancements made in each software module and any installation instructions as warranted. Updates may require additional professional services to be performed by Licensor outside of the scope of those Maintenance and Support Services described herein, including additional training and the professional services for the installation and implementation of the Update that will be subject to Licensor’s then-prevailing policies, terms and billable fees related to pricing and hourly rates.

**Selection of New Functions (Enhancements)**

Licensor welcomes all suggestions for enhancements from Licensee. All enhancements will be reviewed and those deemed beneficial to most users will be incorporated and included in the subsequent release of the software. Users will be notified via telephone or e-mail when a suggestion will be incorporated into a release and when to expect the release. In addition, enhancements will be identified in the Release Notes that accompany software updates.

**Support Services:**

Licensor’s support staff is available via a toll-free number 24 hours a day, 7 days a week, 365 days a year for an immediate response. When a call is received, a Licensor call taker works with Licensee personnel to immediately resolve errors using Licensor’s knowledge base of resolutions. When such resolution is not possible, the call is escalated.

The following outlines Licensor’s support procedure:

**Priority 1- Urgent/Emergency**

- Issues that affect officer safety.
- Application introducing data corruption.
- Program will not start.
- Critical work cannot be completed to meet deadlines.

**Steps to Resolution**

1. A Licensee support technician will immediately contact the Licensee to acknowledge receipt of the issue, and to inform the Licensee of Licensor’s plan to resolve the issue.
2. Licensor personnel will begin resolving the issue while continuously updating the Licensee with the status of the issue.
3. Engineering and support personnel are permanently assigned to assist until the problem is resolved.

**Priority 2- High/Non-Emergency**

- Software module/function is down/non-functional.

**Steps to Resolution**

1. A Licensee support technician will immediately contact the Licensee to acknowledge receipt of the issue, and to inform the Licensee of Licensor's plan to resolve the issue.
2. Licensor personnel will begin to resolve the issue while continuously updating the Licensee with the status of the issue.
3. Engineering and support personnel are permanently assigned to assist until the problem is resolved.

Priority 3- Medium Priority

- Problem exists but critical systems are functional.
- Problem can be temporarily circumvented.
- Licensee states problem is not critical but would like a fix as soon as possible.
- Non-application related issues that have rendered the system inoperable.

Steps to Resolution

1. A Licensee support technician will immediately contact the Licensee to acknowledge receipt of the issue, and to inform the Licensee of Licensor's plan to resolve the issue.
2. Licensor personnel will begin to resolve the issue and will update the Licensee as to the status of the issue.
3. Engineering and support personnel are permanently assigned to assist until the problem is resolved.
4. Licensor personnel will inform the Licensee as to the delivery date for the software patch that will resolve the issue.

Priority 4- Minor Priority

- Minor problem with little or no impact on services.
- Licensee impact is minimal.
- Deferred maintenance is acceptable, and a schedule can be determined between support and the Licensee.
- Licensee states problem can be addressed at a later date.

Steps to Resolution

1. Licensor personnel will begin to resolve the issue and will update the Licensee as to the status of the issue.
2. Licensor personnel will inform the Licensee as to the delivery date of the software patch that will resolve the issue. All future status reports will be communicated to the Licensee via problem submission reports or direct Licensee inquiry via telephone or online TCN status query.

**2.0 Fees.** In consideration for the Maintenance and Support Services, Licensee shall pay the “Annual Maintenance Fee” as detailed in the Product Schedule & Pricing (attached as Appendix I). The Annual Maintenance Fee, subject to increase at Licensor’s discretion, will be billed annually in advance beginning on the first use of the Software Product in a production environment (“Go-Live”) and thereafter on the anniversary of the Start Date or on an alternative date mutually agreed to by both parties in accordance with Section 3 – Term. Licensee shall pay the then prevailing Annual Maintenance Fee in advance for each term of the Maintenance and Support Services under the Agreement. At the time of renewal, Licensor reserves the right to increase the annual fee. Licensor shall not refund any Annual Maintenance Fees if the Maintenance and Support Services under this Agreement are terminated. In addition to the Annual Maintenance Fee, Licensee shall reimburse Licensor for its direct expenses, should onsite assistance be requested by the Licensee or required to expedite resolution. Licensor may update its reimbursement policies from time to time, in which case such updated policies shall apply for purposes of the Maintenance and Support Services under this Agreement, provided that such updated reimbursement policies must generally apply to all clients of Licensor.

**3.0 Term.** Licensee agrees to subscribe to Annual Maintenance commencing upon the 1st of the month following

Go-Live (“Initial Annual Maintenance Term”). Licensee may cancel the next year’s Annual Maintenance upon thirty (30) days prior written notice to Licensor. In the event such notice is not timely received, Licensor will automatically extend the Annual Maintenance for another one (1) year period (“Annual Renewal Maintenance Term”). Initial Annual Maintenance Term and Annual Renewal Maintenance Term collectively referred to herein as “Annual Maintenance Term.”

If Licensee initially declines software maintenance or if maintenance for an item of Software is discontinued at Licensee’s request, additional maintenance for these items is not available under this agreement. The re-instatement of maintenance and support services is subject to additional charges and fees.

If Licensee fails to make the Annual Maintenance Fee payments when due, or in the event Licensee materially breaches this Agreement and such breach is not cured within thirty (30) days of receipt of written notice of breach, Licensor may suspend or cancel the Maintenance and Support Services. The reinstatement of any cancelled Maintenance and Support Services is subject to additional charges and fees.

**4.0 Licensee's Cooperation.** If Licensee requests maintenance or support, Licensee shall cooperate with Licensor in all aspects of such service in order to facilitate Licensor providing electronic and onsite assistance to Licensee, including without limitation providing Licensor with information by telephone, documentation (if necessary), access to Licensee's computer system through high speed connectivity, and implementation (when feasible).

**5.0 Exclusions and Modifications.** Licensor shall have no obligation to perform maintenance or support services for: (1) third party equipment or software not installed by Licensor; (2) any equipment or Software Products for which maintenance has been performed by a third party not authorized by Licensor; (3) any equipment or Software Products that have been substantially altered, damaged or modified by someone other than Licensor or its subcontractors; (4) any equipment or Software Products which have been damaged as a result of Licensee’s failure to operate them in accordance with the operating instructions of the manufacturer or software vendor; (5) failures due to force majeure or exposure to unusual physical or electrical stress; or (6) failure by Licensee to back up software and data contained in its system on a regular basis, but not less than once every day.

**6.0 Limitations on Licensee Rights.** Except as expressly authorized in writing, Licensee shall not:

- a. Copy the Software Products;
- b. Cause or permit reverse compilation or reverse assembly of all or any portion of the Software Products;
- c. Distribute, rent, lease or transfer to any third party any portion of the Software Products; or
- d. Export the Software Products in violation of U.S. Department of Commerce export administration regulations.

**7.0 Ownership.** Licensee acknowledges that the Software Products, and all remains the exclusive property of Licensor and its successors and assigns. Licensee acknowledges that it has no rights to nor interest in the Software Products other than as expressly granted herein. Licensee shall not remove any identification or notices affixed to the Software Products or their packaging. Additionally, no license, right or interest in any Licensor trademark, trade name, and service mark is granted to Licensee hereunder.

**8.0 Licensee Obligations.** Licensee shall protect Licensor’s trade secrets and intellectual property, including without limitation the Software Products, with at least the same degree of care and confidentiality, but not less than a reasonable standard of care, which Licensee utilizes for Licensee’s trade secrets and intellectual property it does not wish disclosed to the public.

**9.0 Sublicensing and Assignment Prohibited.** Without the prior written consent of Licensor, Licensee may not transfer, assign or sublicense its rights, duties or obligations under this Agreement to any person, company or entity, in whole or in part. Licensor may assign to a successor entity in the event of its dissolution, acquisition, sale of substantially all of its assets, merger or other change in legal status. Licensor may perform any obligation pursuant to this Agreement using agents and subcontractors. The Agreement shall inure to the benefit of and be binding upon the Parties to this Agreement and their respective successors and permitted assigns.

**10.0 Limitation of Liability.** Licensor’s total liability for damages related to this Maintenance and Support Agreement (whether based in contract, tort, negligence, strict liability or otherwise) shall in no event exceed the Annual Maintenance Fees paid by Licensee during the twelve (12) month period immediately previous to the event giving rise to the liability. This limitation of liability includes all claims for losses, damages and/or injuries arising in tort, contract, negligence, strict liability or otherwise, including claims, losses, injuries, or damages arising out of Licensor’s negligence or gross negligence.

**11.0 Interpretation.** The validity and interpretation of this Agreement and the rights and obligations of the parties hereunder shall be governed by the laws of the State of Florida, without regard to the Florida principles of conflicts of laws.

**12.0 Severability.** If any provision of this Agreement shall be determined to be void, invalid, unenforceable or illegal for any reason, the validity and enforceability of all of the remaining provisions hereof shall not be affected thereby.

**13.0 Failure to Exercise Rights.** The failure of either party to exercise any of its rights under this Agreement for a breach thereof shall not be deemed to be a waiver of such rights nor shall the same be deemed to be a waiver of any subsequent breach.

**14.0 Titles.** The titles of the Articles and Sections hereof are for convenience only and do not in any way limit or amplify the terms and conditions of this Agreement.

**15.0 Survival.** Except as otherwise provided, any obligations and duties which by their nature extend beyond the expiration or termination of this Agreement, shall survive the expiration or termination of this Agreement.

**16.0 Complete Agreement.** This Agreement, together with the Appendices, constitutes the entire understanding between the parties with respect to the subject matter hereof and supersedes any and all prior understandings, statements, warranties, representations, and agreements, oral and written, relating hereto. Any amendment hereof must be in writing and signed by both parties.

**17.0** This Agreement may be executed by the parties hereto in multiple counterparts and shall be effective as of the Effective Date, when each party shall have executed and delivered a counterpart hereof, whether or not the same counterpart is executed and delivered by each party. When so executed and delivered, each such counterpart shall be deemed an original and all such counterparts shall be deemed one and the same document. Transmission of images of signed signature pages by facsimile, e-mail or other electronic means shall have the same effect as the delivery in person of manually signed documents.

**IN WITNESS WHEREOF,** and intending to be legally bound hereby, the parties hereto have executed and delivered this Agreement as of the date first above written.

**Licensor**

**Licensee**

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

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

Printed Name: Steven Williams

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

Title: Executive Vice President

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

Date: 1/20/2026

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

January 19, 2026

Re: RMS and Mobile Software Solution

Chief Whitaker,

SmartCOP, a business unit of Harris Computer<sup>1</sup>, is pleased to implement our premier software solution to the Bonifay, FL Police Department. The implementation will include RMS and Mobile Software Solutions.

SmartCOP engages in system development, implementation, and support services for a fully integrated solution of public safety software products. Our solution is a field-proven public safety system designed to respond to the demands of the Bonifay, FL Police Department.

We are proud to not only be a vendor who offers differentiated, value-added products, but also to be a partner in the truest sense.

Our main point of contact for purposes of this proposal is Christine Johnson Odom who is available at (478) 955-9823 to discuss any questions or contractual matters relating to this proposal. The undersigned, Steven Williams, has authority to bind SmartCOP, Inc. to any legal agreement negotiated with the Bonifay, FL Police Department.

We look forward to working in partnership with your agency to provide a state-of-the-art system that meets the public safety information needs of the County, while enhancing public safety.

Sincerely,

A handwritten signature in black ink that reads "Steven J. Williams".

Steven Williams

Executive Vice President

E-mail: [steven.williams@smartcop.com](mailto:steven.williams@smartcop.com)

<sup>1</sup>SmartCOP is a business unit of the Harris Operating Group of Constellation Software, Inc. N. Harris Computer Corp. is a member of the Harris Operating Group and is one of the legal entities that markets and distributes software products and services under the SmartCOP Software platform.

## Products and Services

Based on business process meetings and information obtained by SmartCOP from the Bonifay, FL Police Department we are proposing the following products and services:

### Project Management

SmartCOP will assign a dedicated Project Manager as the single point of contact for the duration of the implementation. The project manager leads the project and is empowered to make the necessary decisions to ensure successful implementation. We highly recommend your agency assign a point of contact who is knowledgeable in law enforcement as well as the agency's business rules and workflow. The agency's project manager is a key ingredient to the project's success.

Our years of experience and implementations in numerous, comparable agencies ensure your agency will receive the benefit of a proven design, thoroughly tested in real-life scenarios. The key to our solution is its' configurability. The design process is encompassed in two tasks common to each module: Business Process and Standard Operating Procedure (SOP) discussions and Validate Configuration.

During the Business Process and SOP Discussions, we work closely with your staff to identify current business rules, any processes or procedures you have identified for improvement, and together we will map your workflow to our system. This is an excellent opportunity for you to implement the best practices and improvements your team has identified.

Once the modules have been configured, you will have the opportunity to review, validate, and accept the configuration. Because your team has been involved in the up-front discussions, trained on the use of the configuration tools, and performed the validation, they will be thoroughly versed in the design as configured for your environment.

A detailed project plan will be provided and will include major milestones and related timelines for accomplishing each task. Additionally, a Statement of Work is provided.

### Software Installation and Implementation

The SmartCOP software suite is a fully integrated solution. All third-party tools and/or interfaces to third party devices have been thoroughly vetted as part of our product development and testing process. Any new data exchanges (interfaces) will be created in collaboration with the appropriate third-party vendor and certified as *Accepted* by that vendor. The Implementation Plan defines these integration points and the timeline for interface installations.

SmartCOP provides comprehensive installation services for each of the product lines. We begin by providing recommended specifications for all servers, storage, communication, and peripheral devices needed for a successful implementation. Additionally, we can assist the IT staff with initial configuration and setup. This helps ensure not only the appropriateness of the host environment, but also that staff members have the knowledge required to support the infrastructure in the future. All software installation is completed by SmartCOP. We have seasoned professionals with a wealth of experience for installing, configuring, and tuning our products to perform to the agency's environment. We have developed implementation tools, proven over time, to help deliver our software solution to the agency. By means of both on-site (as needed) and remote installation, we can efficiently and reliably install and perform base configuration of each software module.

For each software module that a customer purchases, SmartCOP follows a five-phase approach as outlined below:

Phase	Major Activities That Occur
<b>Initiation</b>	The initiation phase includes project kickoff meeting, statement of work meetings and signoff and project plan finalization.
<b>Preparation</b>	Agency preparation which includes network preparation, purchasing, and installation of necessary hardware and third party software, and providing remote access to SmartCOP server. If applicable, data conversion process begins. Business process meetings occur between agency and SmartCOP.
<b>Configuration</b>	SmartCOP delivers databases and software applications. System is configured by agency with input and guidance from SmartCOP. If applicable, agency performs data validation on converted data.
<b>Implementation</b>	System administration training User Training GoLive!
<b>Closure Phase</b>	Customer signoff on all deliverables Project and financial closure Transition of project to SmartCOP technical support

## Hardware / Hosting

**Hosted Solution** – SmartCOP will provide hosting with AWS GovCloud. Service will include database server as well as secured web services for all applications. Bonifay Police Department will work with SmartCOP to establish an IPsec tunnel to the AWS cloud environment and is responsible for providing internet connectivity with a minimum of 100mbps download and 20mbps upload speed for each desktop workstation, or as defined in SmartCOP Recommended Hardware Documentation. Hosting requirements and costs will be reviewed annually which may result in cost changes based on agency growth that would require additional hosting resources.

## Software Deliverables

### SmartRMS (site license)

- This is a site license and includes the following software modules:
  - Master Index (Persons, Vehicles, Business)
  - Case Management
  - Configurable Incident/Offense/Arrest Reporting
  - Trespass Warnings
  - Field Interview Report
  - Tow Receipt
  - Local & State Citations
  - Traffic Warnings
  - Consent to Search

- Citizen Assists
- Crash Reports
- Evidence Management
- NIBRS Reporting
- Speed Device Log

### SmartMCT Mobile Software

- MCT software
    - 10 Windows
  - SmartMAP (ESRI Based Mapping Solution)
    - 10 Windows laptops/tablets
  - Field Based Reporting Licensing for
    - 10 Windows laptops/tablets
- Signal4 diagramming tool provided.**

### Administrative Module (site license)

- Employee Master (Personnel)
- Permissions
- Configuration Manager
- Analytics Package
- Notification Service

### External Integration

- Citation transmittal to County Clerk
- E-Crash submittal to State
- State CIC/NCIC Communication Services
- State CIC/NCIC Parsing Driver License, Registrations

### Professional Services

#### Data Migration

Records Management System	
Incidents/Cases/ Arrest Package	Incident Report & Arrest Report Data to include data elements for People, Vehicles, Property, Locations, Business, Narrative, Person Photo (mugshot or other image) or SMT photo, and attachments.
Evidence Management	Evidence/Property Information to include data elements for Property/Evidence descriptors, Chain of custody, Attachments

## Training and Installation Services

### Records Management Training

- 1 RMS classes; 6 hours each
- 6 hours Optional Components training
- 1 Supervisor class; 4 hours each
- Go Live Support; 8 hours

### Mobile Training

- 2 MCT User Classes; 4 hours each
- 2 F1 Administrator class; 4 hours each
- 1 Administrator Class; 4 hours
- Go Live Support; 8 hours

### Admin Training

- 1 Administrator class; 4 hours
- 1 User class: 4 hours
- 1 Analytics & Reporting class; 4 hours

## GIS/Mapping configuration

### GEO / location Validation Service

- Included:
  - Import agency provided GIS layers into MCT database to be stored as geographic data
- Not Included:
  - Creation or editing of GIS layers

### Data Update Subscription

- Included:
  - Updates to the existing data delivered by SmartCop. This will require that the data provided to SmartCop for updating is in the same data format as provided to the client from the original delivery.
  - Updates two (2) times annual (providing annual maintenance agreement in place)
- Not Included (additional fee determined by the complexity of the updates requested):
  - Updates to the appearance of the Map Package.
    - Including but not limited to color schemes and creation of additional layers.
  - Changes to the format of the data provided that varies from the source data used to create the previous Map Package.
  - Conversion of Map Package between versions of the runtime content.

## Maintenance and Support

- Support and Maintenance of the SmartCOP system provided to the agency immediately after installation. Annual software maintenance will be assessed annually, payable immediately following go live of system.

## CJIS Security Adherence

- SmartCOP conforms to all FBI CJIS Security requirements for vendors and as such all employees that will interact with your agency's criminal justice information have had fingerprint background checks performed as well as security training conducted.

## Software Updates

- Customers on active maintenance agreements are entitled to all software updates at no additional charge. SmartCOP regularly updates their software based on enhancement requests from customers and other factors such as new hardware technologies, new industry standards, etc. SmartCOP also makes software functionality changes that are necessary to keep their software compliant, where applicable, with new or changed Federal, State or Local requirements impacting the agency's ability to meet such requirements within the intended scope of the currently installed SmartCOP software.

## Pricing

See Appendix 1 - SmartCOP Product Schedule & Pricing

### Acceptance

The agency named below verifies that the terms of this Scope of Work is acceptable. The parties hereto are each acting with proper authority by their respective companies.

SmartCOP Inc.

Company name

Steven Williams

Full name

Executive Vice President

Title

*Steven J Williams*  
Signature

January 19, 2026

Date

Company name

Full name

Title

Signature

Date



# Appendix 1

## Product Schedule & Pricing

### Summary Page

#### FL Bonifay Police RMS/MCT Quote

1/16/2026

Reference Number: 2601160922

Software License		Purchase
Records Management System (SmartRMS)		\$ 23,450
Mobile (SmartMOBILE)		\$ 12,845
Administrative Support Modules (SmartADMIN)		\$ 9,050
		<b>\$ 45,345</b>
Sourcewell Discount	40%	<b>\$ (18,138)</b>
<b>SmartCOP Software License Total</b>		<b>\$ 27,207</b>

Professional Services		
Project Management, Implementation & Training		\$ 30,783
		<b>\$ 55,327</b>
<b>Professional Services Subtotal</b>		<b>\$ 55,327</b>

Hosting/Hardware		
Hosting/Cloud		\$ 14,860

<b>Total Purchase Price</b>	<b>\$ 97,394</b>
<b>Annual Maintenance</b>	<b>\$ 9,976</b>

Payment Terms		Purchase
Due on signing of contract	40%	\$ 33,014
Due on Installation	50%	\$ 41,267
Due on Completion of Training	10%	\$ 8,253
Hosting/Cloud Due on Installation		\$ 14,860
Annual Maintenance Due at Go Live		\$ 9,976

*Maintenance/Subscription Period begins on installation*

*Maintenance/Subscription/Hosting Fees increase minimum 5% annually - Includes Product Releases, Upgrades, and 24/7/365 Phone Support*

*Maintenance Fees for Trancite Products increase 10% annually - Includes Product Releases, Upgrades*

5 Year Totals		Purchase
	Year 2	\$ 26,077
	Year 3	\$ 27,381
	Year 4	\$ 28,750
	Year 5	\$ 30,188
		<b>\$ 219,766</b>



## Records Management System (RMS) Detailed Pricing

### FL Bonifay Police RMS/MCT Quote

**Number Sworn:** 10  
**Training locations:** 1

Item Description	Part #	Unit	Qty.	List Price	Ext. Price
<b>SmartRMS (Records Management System)</b>					
<b>Base Package (Tier 1)</b>	RMS-T1	Per Site	1	\$ 11,900	\$ 11,900
<i>Features List: Master Name, Master Business, Master Vehicle, Incident / Offense / Case Management, Arrest / Charge Reports, Field Interviews, Trespass Warnings, Consent to Search, Citizen Assist, State NIBRS</i>					
<b>Optional Components</b>					
Traffic Module (Citation & Crash Reports)	RMS-TRF	Per Site	1	\$ 3,465	\$ 3,465
Evidence / Property Management Module	RMS-EVP	Per Site	1	\$ 3,465	\$ 3,465
<b>Interfaces</b>					
E-Crash Transmittal	RMS-ECR	Per Destination	1	\$ 2,310	\$ 2,310
E-Citation Transmittal	RMS-ECT	Per Destination	1	\$ 2,310	\$ 2,310
<b>Software Total</b>					<b>SUB TOTAL \$ 23,450</b>
<b>Training &amp; Installation</b>					
Project Management	RMS-PM	Package			\$ 2,814
User Training Sessions (Max Size 20)	RMS-TRT	Per 6hr. Class	1	\$ 1,416	\$ 1,416
Optional Component Training (Max Size 20)	RMS-TUSER	Total Hours	6		\$ 1,416
Supervisor/Investigator Training (Max Size 10)(User Training Prerequisite)	RMS-TSUP	Per 4hr. Class	1	\$ 944	\$ 944
"Go Live" on-site support	RMS-TLIVE	Per 8hr. Day	1	\$ 1,888	\$ 1,888
Travel (Airfare)	T-TRVL	Per Trip	2	\$ 950	\$ 1,900
Lodging/Vehicle/Per Diem	T-DIEM	Per Day	3	\$ 450	\$ 1,350
<b>Professional Services Total</b>					<b>Subtotal \$ 11,728</b>
<b>SmartRMS Total</b>					<b>Total \$ 35,178</b>



## Mobile Computer Terminal / Field Based Reporting Detailed Pricing

### FL Bonifay Police RMS/MCT Quote

**Number Mobiles**    10  
**Training locations**    1

Item Description	Part #	Unit	Qty.	Users	List Price	Ext. Price
<b>Mobile Computer Terminal (SmartMCT)</b>						
Mobile AVL (No CAD)	MAVL-T1	Per User/Unit	10	10	\$ 50	\$ 500
State/NCIC Queries (requires NCIC Services) <i>Integrated NCIC queries for persons, vehicles, vessels, firearms, articles (requires NCIC Services), Text-to-Voice response read back</i>	MCIC-T1	Per User/Unit	10	10	\$ 180	\$ 1,800
<b>Field Based Reporting (FBR)</b>						
FBR Incident / Arrest / Field Contact / Activity Reporting	FBRI-T1	Per User/Unit	10	10	\$ 180	\$ 1,800
FBR Traffic Accident / Citation Reporting	FBRT-T1	Per User/Unit	10	10	\$ 180	\$ 1,800
<b>SmartMAP</b>						
<i>ESRI Based Mapping Solution (Agency to provide map data)</i>	MMAP-T1	Per Windows Dev	10		\$ 117	\$ 1,170
<b>Optional Components</b>						
Automatic Vehicle Location (AVL) Server (No CAD)	MOB-AVL	Per Site	1		\$ 5,775	\$ 5,775
<b>Software Total</b>					<b>SUB TOTAL</b>	<b>\$ 12,845</b>
<b>Training &amp; Installation Services</b>						
Project Management	MOBILE-PM	Package				\$ 1,541
MCT User Training Sessions (Max Size 20)	MOBILE-TRN	Per Class	2			\$ 944
FBR User Training Sessions (Max Size 20)	MOBILE-TRN	Per Class	2			\$ 3,776
One on One Mobile Administrator Training	MOBILE-TSYS	Per 4hr. Class	1		\$ 944	\$ 944
"Go Live" on-site support	MOBILE-TLIVE	Per 8hr.	1		\$ 1,888	\$ 1,888
Travel (Airfare)	T-TRVL	Per Flight	1		\$ 950	\$ 950
Lodging/Vehicle/Per Diem	T-DIEM	Per Day	4		\$ 450	\$ 1,800
<b>Professional Services Total</b>					<b>Subtotal</b>	<b>\$ 11,843</b>
<b>SmartMCT Total</b>					<b>Total</b>	<b>\$ 24,688</b>



## Administrative & Optional Modules Detailed Pricing

### FL Bonifay Police RMS/MCT Quote

**Number Employees:** 15  
**Number Sworn:** 10  
**Training locations:** 1

Item	Part #	Unit	Qty.	List Price	Ext. Price
<b>SmartADMIN (Administrative Modules)</b>					
<b>Base Package (Tier 1)</b>	ADM-T1	Per Site	1	\$ 1,250	\$ 1,250
<i>Features List: Employee Manager, Permissions, Configuration Manager, Analytics &amp; Reporting</i>					
<b>Optional Components</b>					
State CIC/NCIC Services & In-State Parsing Driver License, Registrations	STATE-SW	Per Site	1	\$ 7,800	\$ 7,800
SmartWEB - Public Web Portal	ADM-WEB	Per Site	0	\$ 2,450	Optional
Fleet / Issued Property Management Module	ADM-PRP	Per Site	0	\$ 1,313	Optional
Training Management Module	ADM-TRN	Per Site	0	\$ 1,313	Optional
SmartIR - Incident Reporting by Public	ADM-WEBIR	Per Site	0	\$ 2,450	Optional
<b>Software Total</b>					<b>Subtotal \$ 9,050</b>
<b>Administration Training &amp; Installation Services</b>					
Project Management	ADM-PM	Package			\$ 1,086
ESRI/GIS Map Package Consultation	ESRI-UPG	Per Site	0	\$ 4,095	\$ -
User Classroom Sessions (Max Size 10)	ADM-TUSER	Per 4hr. Class	1	\$ 944	\$ 944
Analytics & Reporting Training (Max Size 10)	ADM-TUSER	Per 4hr. Class	1	\$ 944	\$ 944
One on One Admin Administrator Training	ADM-TSYS	Per 4hr. Class	1	\$ 944	\$ 944
Travel (Airfare)	T-TRVL	Per Trip	2	\$ 950	\$ 1,900
Lodging/Vehicle/Per Diem	T-DIEM	Per Day	1	\$ 450	\$ 450
<b>Professional Services Total</b>					<b>Subtotal \$ 6,268</b>
<b>SmartADMIN Total</b>					<b>Total \$ 15,318</b>



# Data Migration / Conversion Detailed Pricing

## FL Bonifay Police RMS/MCT Quote

Module	Package includes	Quantity	Cost	Ext. Price
<b>Records Management System</b>				
Incidents/Cases/ Arrest Package	Incident Report & Arrest Report Data to include data elements for People, Vehicles, Property, Locations, Business, Narrative, Person Photo (mugshot or other image) or SMT photo, and attachments.	1	\$ 17,464	\$ 17,464
Evidence Management	Evidence/Property Information to include data elements for Property/Evidence descriptors, Chain of custody, Attachments	1	\$ 7,080	\$ 7,080
<b>Total Data Conversion</b>				<b>\$ 24,544</b>



# Hardware / Hosting Detailed Pricing

## FL Bonifay Police RMS/MCT Quote

Item Description	Part #	Unit	Qty.	List Price	Ext. Price
<b>AWS Hosting</b>					
Primary Instance		<i>Per Year</i>	1	\$ 14,860	\$ 14,860
<b>Hosting SUBTOTAL</b>				<b>SUB TOTAL</b>	<b>\$ 14,860</b>
<b>Installation Services</b>					
Setup and Configuration	H-INST	<i>Per Hour</i>	4	\$ 236	\$ 944
				<b>Subtotal</b>	<b>\$ 944</b>
<b>Hardware and Services Total</b>				<b>TOTAL</b>	<b>\$ 15,804</b>

This is Task Order No. \_\_\_\_\_, consisting of 4 pages.

## Task Order

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In accordance with Paragraph 1.01 of the Agreement Between Owner and Engineer for Professional Services for State Revolving Fund (SRF) Projects – Task Order Edition, dated February 21, 2025 ("Agreement"), Owner and Engineer agree as follows:

### 1. Background Data

- a. Effective Date of Task Order:
- b. Owner: City of Bonifay, Florida
- c. Engineer: Ardurra Group, LLC
- d. Specific Project (title): Drinking Water System Rehabilitation – Phases 3, 4, and 5 (SRF DWSRF Design)
- e. Specific Project (description): Preparation of biddable plans and specifications and provision of bid-phase assistance for potable water distribution system improvements identified in the SRF-approved Facilities Plan (Nov-2022) and RFI (Mar-2025). The Work includes remove-and-replace of aged/undersized water mains, installation of valves and fire hydrants, abandonment of obsolete materials, and associated restoration, for Phases 3, 4, and 5 as mapped in the approved Facilities Plan.

### 2. Services of Engineer

- A. The specific services to be provided or furnished by Engineer under this Task Order are:

The services (and related terms and conditions) set forth in the following sections of Exhibit A, as attached to the Agreement referred to above, such sections being hereby incorporated by reference:

- Preliminary Design Phase (Exhibit A, Paragraph A1.02)
  - Final Design Phase (Exhibit A, Paragraph A1.03)
  - Bidding or Negotiating Services (Exhibit A, Paragraph A1.04)
- B. All of the services included above comprise Basic Services for purposes of Engineer's compensation under this Task Order.

### 3. Additional Services

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#### Task Order Form

A. Additional Services that may be authorized or necessary under this Task Order are:

those services (and related terms and conditions) set forth in Paragraph A2.01 of Exhibit A, as attached to the Agreement referred to above, such paragraph being hereby incorporated by reference.

**4. Owner's Responsibilities**

Owner shall have those responsibilities set forth in Article 2 of the Agreement and in Exhibit B, subject to the following: None

**5. Task Order Schedule**

In addition to any schedule provisions provided in Exhibit A or elsewhere, the parties shall meet the following schedule:

<u>Party</u>	<u>Action</u>	<u>Schedule</u>
Engineer	Furnish 1 review copies of the 30% Design Phase documents, opinion of probable Construction Cost, and other Preliminary Design Phase deliverables to Owner.	Within 90 days of Owner's authorization to proceed with Preliminary Design Phase services.
Owner	Submit comments regarding Preliminary Design Phase documents, opinion of probable Construction Cost, and other Preliminary Design Phase deliverables to Engineer.	Within 14 days of the receipt of Preliminary Design Phase documents, opinion of probable Construction Cost, and other Preliminary Design Phase deliverables from Engineer.
Engineer	Furnish 1 copies of the revised 90% Design Phase documents, opinion of probable Construction Cost, and other Preliminary Design Phase deliverables to Owner.	Within 90 days of the receipt of Owner's comments regarding the 30% Design Phase documents, opinion of probable Construction Cost, and other Preliminary Design Phase deliverables.
Engineer	Furnish 1 copies of the final Drawings and Specifications, assembled drafts of other Construction Contract Documents, the draft bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables, to Owner.	Within 30 days of Owner's authorization to proceed with Final Design Phase services.

**6. Payments to Engineer**

A. Owner shall pay Engineer for services rendered under this Task Order as follows:

Description of Service	Amount	Basis of Compensation
1. Basic Services (Part 1 of Exhibit A)	\$1,155,595.00	Lump Sum
2. Additional Services (Part 2 of Exhibit A)	(N/A)	TBD

B. The terms of payment are set forth in Article 4 of the Agreement.

**7. Consultants retained as of the Effective Date of the Task Order: None**

**8. Other Modifications to Agreement and Exhibits: None**

**9. Attachments:**

- A. Exhibit A-Engineers Services
- B. Exhibit B-Owners Responsibilities

**10. Other Documents Incorporated by Reference: None**

**11. Terms and Conditions**

Execution of this Task Order by Owner and Engineer shall make it subject to the terms and conditions of the Agreement (as modified above), which Agreement is incorporated by this reference. Engineer is authorized to begin performance upon its receipt of a copy of this Task Order signed by Owner.

The Effective Date of this Task Order is \_\_\_\_\_.

OWNER: **City of Bonifay**

ENGINEER: **Ardurra Group Inc**

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

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

Print Name: Larry Cook

Print Name: Amir Zafar

Title: Mayor

Title: Client Services Director

State of: Florida

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

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

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

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

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

Address: \_\_\_\_\_

Address: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Phone: \_\_\_\_\_

**Task Order Form**

With the requested \$500,000 in funding, the City of Bonifay, in partnership with Ardurra, will undertake a comprehensive planning and design project focused on mitigating existing and future SSO occurrences. This project will encompass the following key activities:

1. Collection System Assessment (CCTV and Manhole Inspections):

Ardurra will serve as the City's representative to conduct CCTV inspections in previously unassessed sewer lines and perform manhole inspections to identify defects, structural issues, and sources of inflow and infiltration (I/I).

2. Pump Station Evaluation and Design:

A detailed evaluation of the City's Weeks Street Pump Station will assess its condition, capacity, redundancy, and risk of failure. Based on the results, Ardurra will design improvements to enhance reliability and prevent SSOs.

3. Inflow and Infiltration (I/I) Correction Planning:

Based on CCTV and manhole inspection findings, Ardurra will develop a prioritized I/I correction plan identifying areas for rehabilitation or replacement to reduce extraneous flows. Correction methods will be evaluated for cost-effectiveness and long-term performance.

4. Development of a Comprehensive SSO Mitigation Plan:

These efforts will culminate in a comprehensive SSO Mitigation Plan that integrates findings from the collection system assessment, pump station evaluation, and I/I correction planning, and provides a prioritized roadmap for capital improvements to eliminate or significantly reduce SSOs in the City of Bonifay.

In conclusion, the City of Bonifay faces critical sanitary sewer overflow challenges caused by excessive inflow and infiltration and vulnerable pump station infrastructure. The requested \$500,000 for planning and design is essential to develop a comprehensive solution that addresses the root causes of SSOs, improves system reliability and resilience, and protects public health and the environment for future generations.

STATE OF FLORIDA  
DEPARTMENT OF ENVIRONMENTAL PROTECTION

**STATE REVOLVING FUND LOAN  
PROGRAM for  
Point Source Water Pollution Control**

**LOAN APPLICATION**



Florida Department of Environmental Protection  
State Revolving Fund Program  
Marjory Stoneman Douglas Building  
3900 Commonwealth Blvd., MS 3505  
Tallahassee, FL 32399-3000

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LOAN APPLICATION

- (1) SUBMITTAL. Submit the application and attachments to the Department of Environmental Protection, MS 3505, State Revolving Fund Program, 3900 Commonwealth Blvd., Tallahassee, Florida 32399-3000. The application (and backup) may be submitted electronically to the Department’s Project Manager.
- (2) COMPLETING THE APPLICATION.
  - (a) This application consists of five parts: (I) ADMINISTRATIVE INFORMATION; (II) PROJECT INFORMATION; (III) FINANCIAL INFORMATION; (IV) AUTHORIZATION AND ASSURANCES; and (V) SUPPLEMENTARY INFORMATION.
  - (b) All information provided on this application must be printed. Monetary amounts may be rounded.
  - (c) Forms and attachments to be submitted are denoted with italic print.
- (3) ASSISTANCE. Completing this application may require information that can be obtained from Clean Water State Revolving Fund Program staff. Please email [SRF\\_Reporting@dep.state.fl.us](mailto:SRF_Reporting@dep.state.fl.us) for assistance in completing this application.

PART I - ADMINISTRATIVE INFORMATION

(1) PROJECT SPONSOR City of Bonifay  
 Federal Employer Identification Number 59-6000280  
 DUNS Number 024851040

(2) AUTHORIZED REPRESENTATIVE (person authorized to sign or attest loan documents).  
 Name Larry Cook Title Mayor  
 Telephone 850-703-6821 FAX \_\_\_\_\_ Email Larry.cook@cityofbonifay.com  
 Mailing Address 301 J Harvey Etheridge St., Bonifay, FL 32425

(3) PRIMARY CONTACT (person to answer questions regarding this application).  
 Name Amir Zafar Title Client Service Director  
 Telephone (850) 276-0429 FAX \_\_\_\_\_ Email azafar@ardurra.com  
 Employer Ardurra  
 Mailing Address 700 West 23rd Street, Suite 29D; Panama City, FL 32405

(4) ADDITIONAL CONTACTS. If more than one additional person is to receive copies of Department correspondence, attach the information (*Attachment # N/A*).  
 Name Doug Brown Title Senior Project Manager  
 Telephone (850) 960-9500 FAX \_\_\_\_\_ Email dbrown@ardurra.com  
 Employer Ardurra  
 Mailing Address 700 West 23rd Street, Suite 29D; Panama City, FL 32405

(5) PROJECT NUMBER (listed on the Department's priority list). OSG Grant

(6) INTERIM FINANCING. A local government project sponsor that has interim financing may be subject to certain conditions regarding such financing.

Is the project currently being funded with interim financing?  Yes  No

**PART II – PROJECT INFORMATION**

If you are applying for a planning, design, or SSES loan for a project that will involve construction, complete only Subpart A below. If you are applying for a loan to construct a project that is already planned and designed, complete only Subpart B below.

**A. PLANNING, DESIGN OR SSES PROJECT**

Information should be provided for each separate facility to be planned and designed as appropriate. For design/build projects (not eligible for design loans) or those where multiple facilities, segments, or phases are involved, please attach information for activities, schedule, and cost for each. (Attachment # N/A)

(1) **ACTIVITIES.** Attach a brief description of the scope of planning and design activities to be financed by this loan. Include a list of any specialized studies to be performed. (Attachment # 1) Are these activities the same as those scheduled on the *Request for Inclusion Form*?  Yes  No. If “No”, please explain. (Attachment # N/A)

(2) **SCHEDULE.**

(a) Provide proposed completion dates for the items. (Please call Department staff to discuss time frames needed to complete required tasks.)

Planning documentation	June 2027
Engineering work	Nov 2028
Certification of site availability	Nov 2028
Permit	Nov 2028

(b) Do you anticipate that an interlocal agreement with another party will be necessary to implement the project? If “Yes”, please explain. (Attachment # N/A)  Yes  No

(c) Is this a design/build project?  Yes  No

(3) **COST.** Is the cost information submitted for the planning, design or SSES loan priority list current?  Yes  No  
If “No”, please explain and submit revised cost information using the appropriate page of the *Request for Inclusion Form*. (Attachment # N/A) Note that the disbursable amount will be limited to the priority list amount.

PRECONSTRUCTION LOAN APPLICANTS PROCEED TO PART III.

**B. CONSTRUCTION OR I/I REHABILITATION PROJECT**

(1) **ACTIVITIES.**

(a) Attach a brief description of construction or I/I rehabilitation activities to be financed by this loan. Include a list of the contracts (by title) corresponding to the plan and specification adopted by the Department (Attachment # \_\_\_\_\_).

Are these contracts the same as those scheduled on the *Request for Inclusion Form*?  Yes  No

If “No”, please explain. (Attachment # \_\_\_\_\_)

(b) Have any of the contracts been bid?  Yes  No

If “Yes”, indicate which contracts have been bid. (Attachment # \_\_\_\_\_)

(c) Were planning, design, or SSES for this project financed in another F loan?  Yes  No

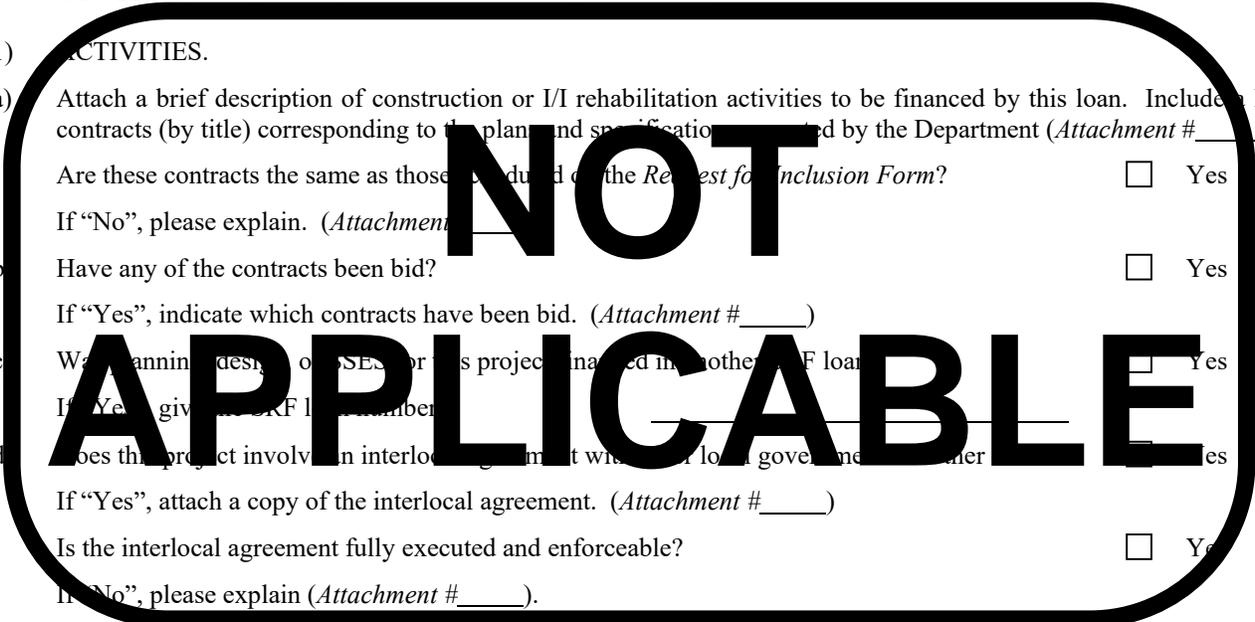
If “Yes”, give the F loan number: \_\_\_\_\_

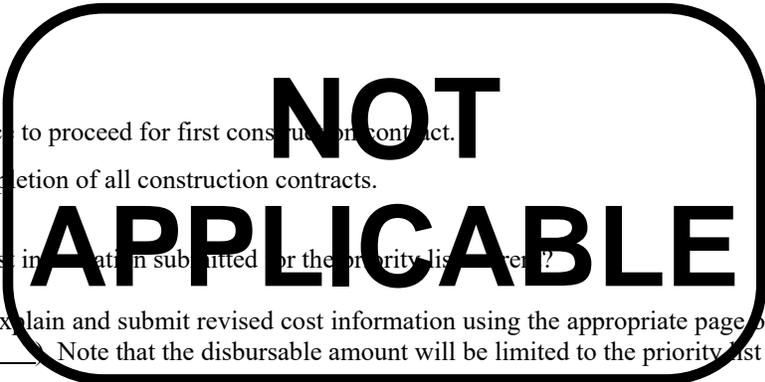
(d) Does this project involve an interlocal agreement with another local government?  Yes  No

If “Yes”, attach a copy of the interlocal agreement. (Attachment # \_\_\_\_\_)

Is the interlocal agreement fully executed and enforceable?  Yes  No

If “No”, please explain (Attachment # \_\_\_\_\_).





- (2) SCHEDULE. (month and year) \_\_\_\_\_
  - (a) Anticipated notice to proceed for first construction contract. \_\_\_\_\_
  - (b) Anticipated completion of all construction contracts. \_\_\_\_\_
  - (3) COST. Is the cost information submitted for the priority list correct?  Yes  No
- If "No", please explain and submit revised cost information using the appropriate page of the *Request for Inclusion Form*. (Attachment # \_\_\_\_\_) Note that the disburseable amount will be limited to the priority list amount.

**PART III - FINANCIAL INFORMATION**

Estimates of the capitalized interest, project useful life for financial hardship loans, financing rate, pledged revenue coverage, limitations on annual loan amounts for large projects, applicability and amount of repayment reserves, amount of the loan service fee and any other information may be obtained by contacting staff in the State Revolving Fund Management Section.

- (1) PRINCIPAL. The requested amount of the loan which does not include capitalized interest is \$500,000.00

Note that the disburseable amount will be limited to the priority list amount and must be consistent with the project information provided under **PART II** of this application. Also note that the capitalized interest is an inexact estimate, and it is subject to adjustment by the Department to reflect actual disbursement timing. The principal amount of the loan does not include the loan service fee.

(2) TERMS AND REPAYMENT.

- (a) Loans to local government project sponsors are amortized over the lesser of useful life of the project or 20 years unless the project is to serve a small community qualifying as having a financial hardship. Loans to financial hardship communities may be amortized over the lesser of useful life of the project or 30 years. Loans to non-governmental project sponsors are amortized over the lesser of the useful of the project or 20 years. Finance charges and principal are paid semiannually.

What is the useful life of the project? 30 (years)

Over how many years would you like to amortize the loan? N/A (years)

- (b) List all revenues that are to be pledged for repayment of this loan. N/A

- (c) Pledged revenue receipts or collections by the project sponsor must exceed the amount of the repayments due to the Department unless there are other collateral provisions. The excess revenue, or coverage, generally is 15% of each repayment.

What coverage is proposed for the loan? N/A% (coverage percentage)

- (d) Is any other financial assistance being applied to this project?  Yes  No

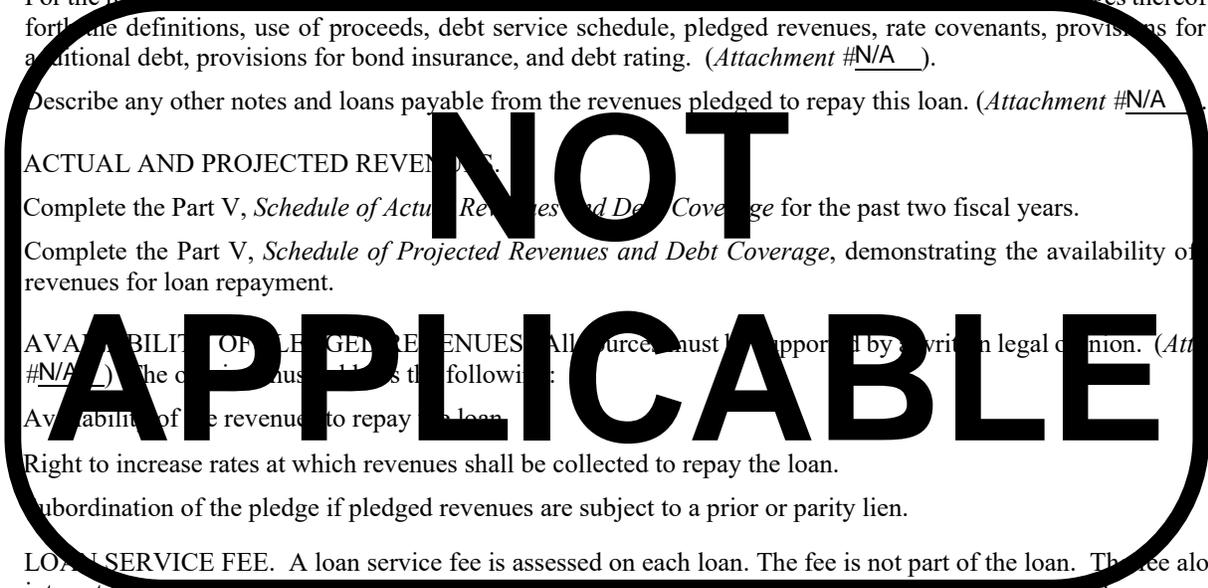
If "Yes", please list. (Attachment # N/A)

- (3) ANNUAL FUNDING LIMIT. Large project funding (generally, loans in excess of \$10 million) may be provided in increments pursuant to the initial loan agreement and subsequent amendments. Each increment shall have a separate financing rate as established in the agreement or amendment providing that increment.

(4) INFORMATION ON LIENS.

- (a) Describe, if applicable, all debt obligations having a prior or parity lien on the revenues pledged to repay this loan. (Attachment # N/A) For example: City Name, Florida, Water and Sewer System Revenue Bonds, Series 1996, issued in the amount of \$10,000,000, pursuant to Ordinance No. 93-104, as amended and supplemented by Ordinance No. 96-156.
- (b) Using the Part V, *Schedule of Prior and Parity Liens*, provide debt service information, if applicable, on each prior and parity obligation.

- (c) For the listed obligations, provide a copy of the ordinance(s), resolution(s), official statement(s), covenants thereon, setting forth the definitions, use of proceeds, debt service schedule, pledged revenues, rate covenants, provisions for issuing additional debt, provisions for bond insurance, and debt rating. (Attachment #N/A).
- (d) Describe any other notes and loans payable from the revenues pledged to repay this loan. (Attachment #N/A).
- (5) ACTUAL AND PROJECTED REVENUES.
  - (a) Complete the Part V, *Schedule of Actual Revenues and Debt Coverage* for the past two fiscal years.
  - (b) Complete the Part V, *Schedule of Projected Revenues and Debt Coverage*, demonstrating the availability of pledged revenues for loan repayment.
- (6) AVAILABILITY OF PLEDGED REVENUES. All sources must be supported by a written legal opinion. (Attachment #N/A). The opinion must address the following:
  - (a) Availability of the revenues to repay the loan.
  - (b) Right to increase rates at which revenues shall be collected to repay the loan.
  - (c) Subordination of the pledge if pledged revenues are subject to a prior or parity lien.
- (7) LOAN SERVICE FEE. A loan service fee is assessed on each loan. The fee is not part of the loan. The fee along with interest thereon will be deducted from the first available repayments after the final amendment to the loan agreement.



**PART IV – AUTHORIZATION AND ASSURANCES**

- (1) AUTHORIZATION. Provide an authorizing resolution of the Applicant's governing body or other evidence of authorization (Attachment # N/A) for the following:
  - (a) Pledging revenues to repay the loan.
  - (b) Designation of the Authorized Representative(s) to file this application, provide assurances, execute the loan agreement, and represent the Applicant in carrying out responsibilities (including that of requesting loan disbursements) under the loan agreement.
- (2) ASSURANCES. The Applicant agrees to comply with the laws, rules, regulations, policies and conditions relating to the loan for this project. Applicants should seek further information from the Clean Water State Revolving Fund Program staff as to the applicability of the requirements if the necessity for the assurances is of concern. Specifically, the Applicant certifies that it has complied, as appropriate, and will comply with the following requirements, as appropriate, in undertaking the Project:
  - (a) Assurances for capitalization grant projects.
    - 1. Complete all facilities for which funding has been provided.
    - 2. The Archaeological and Historic Preservation Act of 1974, PL 93-291, and the National Historic Preservation Act of 1966, PL 89-665, as amended, regarding identification and protection of historic properties.
    - 3. The Clean Air Act, 42 U.S.C. 7506(c), which requires conformance with State Air Quality Implementation Plans.
    - 4. The Coastal Zone Management Act of 1972, PL 92-583, as amended, which requires assurance of project consistency with the approved State management program developed under this Act.
    - 5. The Endangered Species Act, 16 U.S.C. 1531, et seq., which requires that projects avoid disrupting threatened or endangered species and their habitats.
    - 6. Executive Order 11593, Protection and Enhancement of the Cultural Environment, regarding preservation, restoration and maintenance of the historic and cultural environment.
    - 7. Executive Order 11988, Floodplain Management, related to avoiding, to the extent possible, adverse impacts associated with floodplain occupancy, modification and development whenever there is a practicable alternative.
    - 8. Executive Order 11990, Protection of Wetlands, related to avoiding, to the extent possible, adverse impacts associated with the destruction or modification of wetlands and avoiding support of construction in wetlands.
    - 9. The Fish and Wildlife Coordination Act, PL 85-624, as amended, which requires that actions to control natural streams or other water bodies be undertaken to protect fish and wildlife resources and their habitats.

10. The Safe Drinking Water Act, Section 1424(e), PL 93-523, as amended, regarding protection of underground sources of drinking water.
  11. The Wild and Scenic Rivers Act, PL 90-542, as amended, related to protecting components or potential components of the national wild and scenic rivers system.
  12. The federal statutes relating to nondiscrimination, including: The Civil rights Act of 1964, PL 88-352, which prohibits discrimination on the basis of race, color or national origin; the Age Discrimination Act, PL 94-135, which prohibits discrimination on the basis of age; Section 13 of the Federal Water Pollution Control Act, PL 92-500, which prohibits sex discrimination; the Rehabilitation Act of 1973, PL 93-112, as amended, which prohibits discrimination on the basis of handicaps.
  13. Executive Order 11246, Equal Employment Opportunity, which provides for equal opportunity for all qualified persons.
  14. Executive Orders 11625 and 12138, Women's and Minority Business Enterprise, which require that small, minority, and women's business and labor surplus areas are used when possible as sources of supplies, equipment, construction and services.
  15. The Coastal Barrier Resources Act, 16 U.S.C. 3501 et seq., regarding protection and conservation of the coastal barrier resources.
  16. The Farmland Protection Policy Act, 7 U.S.C. 4201 et seq., regarding protection of agricultural lands from irreversible loss.
  17. The Uniform Relocation and Real Property Acquisition Policies Act of 1970, PL 91-646, which provides for fair and equitable treatment of persons displaced or whose property is acquired as a result of federal or federally assisted programs.
  18. The Demonstration Cities and Metropolitan Development Act of 1966, PL 89-754, as amended, which requires that projects be carried out in accordance with area wide planning activities.
  19. Section 306 of the Clean Air Act, Section 508 of the Clean Water Act and Executive Order 11738, which prohibit manufacturers, firms, or other enterprises on the EPA's list of Violating Facilities from participating in the Project.
  20. Executive Order 12549, Debarment and Suspension, which prohibits any award to a party which is debarred or suspended or is otherwise excluded from, or ineligible for, participation in federal assistance programs.
  21. Minority and Women's Business Enterprise participation in project work using numerical goals, established by the U.S. Environmental Protection Agency, and to be set forth in the specifications for construction and materials contracts.
- (b) Assurances for other projects.
1. Chapter 161, Part I, F.S., "Beach and Shore Preservation Act" and Part III, "Coastal Zone Protection Act of 1985" which regulate coastal zone construction and all activities likely to affect the condition of the beaches or shore.
  2. Chapter 163, Part II, F.S., the "Local Government Comprehensive Planning and Land Development Regulation Act" which requires units of local government to establish and implement comprehensive planning programs to control future development.
  3. Chapter 186, F.S., State and Regional Planning, which requires conformance of projects with Regional Plans and the State Comprehensive Plan.
  4. Chapter 253, F.S., "Emergency Archaeological Property Acquisition Act of 1988" which requires protection of archaeological properties of major statewide significance discovered during construction activities.
  5. Chapter 258, Part III, F.S., which requires protection of components or potential components of the national wild and scenic rivers system.
  6. Chapter 267, F.S., the "Florida Historical Resources Act" which requires identification, protection, and preservation of historic properties, archaeological and anthropological sites.
  7. Chapter 287, Part I, F.S., which prohibits parties convicted of public entity crimes or discrimination from participating in State-assisted projects and which requires consideration of the utilization of Minority Business Enterprises in State-assisted projects.
  8. Chapter 372, F.S., the Florida Endangered and Threatened Species Act which prohibits the killing or wounding of an endangered, threatened, or special concern species or intentionally destroying their eggs or nest.

- 9. Chapter 373, Part IV, F.S., Florida Water Resources Act of 1972, which requires that activities on surface waters or wetlands avoid adversely affecting: public health, safety, welfare, or property; conservation of fish and wildlife, including endangered or threatened species or their habitats; navigation or the flow of water; the fishing or recreational values or marine productivity; and significant historical and archaeological resources.
  - 10. Chapter 380, Part I, F.S., Florida Environmental Land and Water Management Act of 1972 as it pertains to regulation of developments and implementation of land and water management policies.
  - 11. Chapter 381, F.S., Public Health, as it pertains to regulation of onsite wastewater systems.
  - 12. Chapter 403, Part I, F.S., Florida Air and Water Pollution Control which requires protection of all waters of the state.
  - 13. Chapter 582, F.S., Soil and Water Conservation Act which requires conformance with Water Management District’s regulations governing the use of land and water resources.
  - 14. Governor’s Executive Order 95-359, which requires State Clearinghouse review of project planning documentation and intergovernmental coordination.
- (c) Assurances for all projects. The loan recipient certifies that it is not listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.”

I, the undersigned Authorized Representative of the Applicant, hereby certify that all information contained herein and in the attached is true, correct, and complete to the best of my knowledge and belief. I further certify that I have been duly authorized to file the application and to provide these assurances.

Signed this \_\_\_\_\_ Day of \_\_\_\_\_, 20 \_\_\_\_\_

Authorized Representative \_\_\_\_\_  
(signature)

**Larry cook** \_\_\_\_\_  
(name typed or printed)

Attachments

**PART V – SUPPLEMENTARY INFORMATION**

**SCHEDULE OF PRIOR AND PARITY LIENS  
(EXCLUDING SRF LOANS)**

List annual debt service beginning two years before the anticipated loan agreement date and continuing at least three additional fiscal years. Use additional pages as necessary.

Identify Each Obligation	#1		#2		#3		
	Coverage	%	Insured?	Yes	No	Yes	No
	<b>NOT</b>						
	<b>APPLICABLE</b>						
Fiscal Year	Annual Debt Service (Principal)	Plus Interest	Total Debt Service	Total Debt Service Incl. C			
2011	\$	\$	\$	\$			
2012	\$	\$	\$	\$			
2013	\$	\$	\$	\$			
2014	\$	\$	\$	\$			
2015	\$	\$	\$	\$			
2016	\$	\$	\$	\$			
2017	\$	\$	\$	\$			
2018	\$	\$	\$	\$			
2019	\$	\$	\$	\$			
2020	\$	\$	\$	\$			
2021	\$	\$	\$	\$			
2022	\$	\$	\$	\$			
2023	\$	\$	\$	\$			
2024	\$	\$	\$	\$			
2025	\$	\$	\$	\$			
2026	\$	\$	\$	\$			
2027	\$	\$	\$	\$			
2028	\$	\$	\$	\$			
2029	\$	\$	\$	\$			
2030	\$	\$	\$	\$			
2031	\$	\$	\$	\$			
2032	\$	\$	\$	\$			
2033	\$	\$	\$	\$			
2034	\$	\$	\$	\$			
2035	\$	\$	\$	\$			
2036	\$	\$	\$	\$			
2037	\$	\$	\$	\$			

**PART V – SUPPLEMENTARY INFORMATION**

**SCHEDULE OF ACTUAL REVENUES AND DEBT COVERAGE**

(Provide a copy of this schedule to the lender and the State of Florida Department of Banking Regulation.)

	FY 20	FY 20
(a) Operating Revenues (Source)	<b>NOT</b>	
(b) Interest Income	<b>APPLICABLE</b>	
(c) Other Income or Revenue (Detail)	<b>APPLICABLE</b>	
(d) Total Revenues		
(e) Operating Expenses (excluding interest on debt, depreciation, and other non-cash items)		
(f) Net Revenues [(f) = (d) – (e)]		
(g) Debt Service (including any required coverage)		
(h) Attach audited annual financial report(s), or pages thereof, or other documentation necessary to support the above information. Include any notes or comments from the audit reports regarding compliance with covenants of debt obligations having a prior or parity lien on the revenues pledged for repayment of the SRF Loan. (Attachment # _____)		
(i) Attach worksheets reconciling this page with the appropriate financial statements (for example, backing out depreciation and interest payments from operating expenses). (Attachment # _____)		
(j) If the net revenues were not sufficient to satisfy the debt service and coverage requirement, please explain what corrective action was taken. (Attachment # _____)		

**PART V – SUPPLEMENTARY INFORMATION**

**SCHEDULE OF PROJECTED REVENUES AND DEBT COVERAGE**

Begin with the amount of State Revolving Fund loans outstanding at the end of the previous year. Do not include any new State Revolving Fund loans for the first year of the schedule. Do not include any new State Revolving Fund loans for additional years. Attach a separate page for previous State Revolving Fund loans. (Attachment # \_\_\_\_\_)

	FY 20	FY 20	FY 20	FY 20	FY 20
(a) Operating Revenue	<b>NOT</b>				
(b) Interest Income					
(c) Other Income or Revenue (identify)					
(d) Total Revenues	<b>APPLICABLE</b>				
(e) Operating Expenses (excluding interest on debt, depreciation, and other non-cash items)					
(f) Net Revenues (f = d - e)					
(g) Revenue (including coverage) pledged to debt service, excluding SRF loans					
(h) Revenue (including coverage) pledged to outstanding SRF loans					
(i) Revenue Available for this SRF Loan [(i) = (f) - (g) - (h)]					
(j) Identify the source of the above information and explain methods used to develop the projections (Attachment # _____). Include an explanation of any revenue and expense growth or other adjustments; for example, any rate increases, service growth, inflation adjustments, expense adjustments reflecting the cost of operating additional facilities, or other considerations.					
(k) For construction loans, are the above projections consistent with the accepted financial feasibility information?				<input type="checkbox"/> Yes	<input type="checkbox"/> No

If "No", please explain. (Attachment # \_\_\_\_\_)

**PART V – SUPPLEMENTARY INFORMATION**

**LIST OF ATTACHMENTS**

LIST OF ATTACHMENTS. This application requires the submittal of *Attachments* to provide supplemental information. The application is not complete without the completed *List of Attachments*. Please list all attachments that you are including with this application form.

Attachment	Number
Description of scope of planning and design activities	1
Authorizing Resolution	2

## Preaward Compliance Review Report for All Applicants and Recipients Requesting EPA Financial Assistance

Note: Read Instructions before completing form.

This collection of information is approved by OMB under the Paperwork Reduction Act, 44 U.S.C. 3501 et seq. (OMB Control No. 2030-0020). Responses to this collection of information are required to obtain an assistance agreement (40 CFR Part 30, 40 CFR Part 31, and 40 CFR Part 33 for awards made prior to December 26, 2014, and 2 CFR 200, 2 CFR 1500, and 40 CFR Part 33 for awards made after December 26, 2014). An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a currently valid OMB control number. The public reporting and recordkeeping burden for this collection of information is estimated to be 0.5 hours per response. Send comments on the Agency's need for this information, the accuracy of the provided burden estimates and any suggested methods for minimizing respondent burden to the Regulatory Support Division Director, U.S. Environmental Protection Agency (2821T), 1200 Pennsylvania Ave., NW, Washington, D.C. 20460. Include the OMB control number in any correspondence. Do not send the completed form to this address.

### I. A. Applicant/Recipient (Name, Address, City, State, Zip Code)

Name:

Address:

City:

State:  Zip Code:

B. Unique Entity Identifier (UEI):

### C. Applicant/Recipient Point of Contact

Name:  Phone:  Email:

Title:

II. Is the applicant currently receiving EPA Assistance?  Yes  No

III. List all pending civil rights lawsuits and administrative complaints filed under federal law against the applicant/recipient that allege discrimination based on race, color, national origin, sex, age, or disability. (Do not include employment complaints, unless covered by 40 C.F.R. Parts 5 and 7.)

None

IV. List all civil rights lawsuits and administrative complaints decided against the applicant/recipient within the last year that alleged discrimination under federal law based on race, color, national origin, sex, age, or disability and enclose a copy of all decisions. Please describe all corrective actions taken. (Do not include employment complaints, unless covered by 40 C.F.R. Parts 5 and 7.)

None

V. List all civil rights compliance reviews of the applicant/recipient conducted under federal nondiscrimination laws by any federal agency within the last two years and enclose a copy of the review and any decisions, orders, or agreements based on the review. Please describe any corrective action taken. (40 C.F.R. § 7.80(c)(3))

None

VI. Is the applicant requesting EPA assistance for new construction? If no, proceed to VII; if yes, answer (a) and/or (b) below.  
 Yes  No

a. If the grant is for new construction, will all new facilities or alterations to existing facilities be designed and constructed to be readily accessible to and usable by persons with disabilities? If yes, proceed to VII; if no, proceed to VI(b).

Yes  No

b. If the grant is for new construction and the new facilities or alterations to existing facilities will not be readily accessible to and usable by persons with disabilities, explain how a regulatory exception (40 C.F.R. 7.70) applies.

VII. Does the applicant/recipient provide initial and continuing notice that it does not discriminate on the basis of race, color, national origin, sex, age, or disability in its program or activities? (40 C.F.R. 5.140 and 7.95)  Yes  No

a. Do the methods of notice accommodate those with impaired vision or hearing?  Yes  No

b. Is the notice posted in a prominent place on the applicant's/recipient's website, in the offices or facilities or, for education programs and activities, in appropriate periodicals and other written communications?  Yes  No

c. Does the notice identify a designated civil rights coordinator?  Yes  No

- VIII. Does the applicant/recipient maintain demographic data on the race, color, national origin, sex, age, or disability status of the population it serves? (40 C.F.R. 7.85(a))  Yes  No
- IX. Does the applicant/recipient have a policy/procedure for providing meaningful access to services for persons with limited English proficiency? (Title VI, 40 C.F.R. Part 7, *Lau v Nichols* 414 U.S. 563 (1974))  Yes  No
- X. If the applicant is an education program or activity, or has 15 or more employees, has it designated an employee to coordinate its compliance with 40 C.F.R. Parts 5 and 7? Provide the name, title, position, mailing address, e-mail address, fax number, and telephone number of the designated coordinator.

Yes. Sierra Smith, Grants Coordinator, 301 J. Harvey Etheridge Street, Bonifay, FL 32425

- XI. If the applicant is an education program or activity, or has 15 or more employees, has it adopted grievance procedures that assure the prompt and fair resolution of complaints that allege a violation of 40 C.F.R. Parts 5 and 7? Provide a legal citation or applicant's/recipient's website address for, or a copy of, the procedures.

**For the Applicant/Recipient**

I certify that the statements I have made on this form and all attachments thereto are true, accurate and complete. I acknowledge that any knowingly false or misleading statement may be punishable by fine or imprisonment or both under applicable law. I assure that I will fully comply with all applicable civil rights statutes and EPA regulations.

A. Signature of Authorized Official

B. Title of Authorized Official

C. Date

[Redacted Signature]

[Redacted Title]

[Redacted Date]

**For the U.S. Environmental Protection Agency**

I have reviewed the information provided by the applicant/recipient and hereby certify that the applicant/recipient has submitted all preaward compliance information required by 40 C.F.R. Parts 5 and 7; that based on the information submitted, this application satisfies the preaward provisions of 40 C.F.R. Parts 5 and 7; and that the applicant has given assurance that it will fully comply with all applicable civil rights statutes and EPA regulations.

A. Signature of Authorized EPA Official

B. Title of Authorized Official

C. Date

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

# EPA Form 4700-4 - Explanations

**\*VII Explanation:** The Town does not currently have a posted nondiscrimination notice. The Town will adopt and post a compliant nondiscrimination notice and designate a civil rights coordinator as required by 40 C.F.R. §§ 5.140 and 7.95 prior to receiving EPA assistance.

**\*IX Explanation:** The Town does not currently have a written LEP procedure. The Town will adopt a simple LEP access procedure to provide language assistance upon request, consistent with EPA guidance, prior to receiving EPA assistance.

Instructions for EPA FORM 4700-4 (Rev. 04/2021)

General. Recipients of Federal financial assistance from the U.S. Environmental Protection Agency must comply with the following statutes and regulations.

Title VI of the Civil Rights Acts of 1964 provides that no person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance. The Act goes on to explain that the statute shall not be construed to authorize action with respect to any employment practice of any employer, employment agency, or labor organization (except where the primary objective of the Federal financial assistance is to provide employment). Section 13 of the 1972 Amendments to the Federal Water Pollution Control Act provides that no person in the United States shall on the ground of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under the Federal Water Pollution Control Act, as amended. Employment discrimination on the basis of sex is prohibited in all such programs or activities. Section 504 of the Rehabilitation Act of 1973 provides that no otherwise qualified individual with a disability in the United States shall solely by reason of disability be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance. Employment discrimination on the basis of disability is prohibited in all such programs or activities. The Age Discrimination Act of 1975 provides that no person on the basis of age shall be excluded from participation under any program or activity receiving Federal financial assistance. Employment discrimination is not covered. Age discrimination in employment is prohibited by the Age Discrimination in Employment Act administered by the Equal Employment Opportunity Commission. Title IX of the Education Amendments of 1972 provides that no person in the United States on the basis of sex shall be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any education program or activity receiving Federal financial assistance. Employment discrimination on the basis of sex is prohibited in all such education programs or activities. Note: an education program or activity is not limited to only those conducted by a formal institution. 40 C.F.R. Part 5 implements Title IX of the Education Amendments of 1972. 40 C.F.R. Part 7 implements Title VI of the Civil Rights Act of 1964, Section 13 of the 1972 Amendments to the Federal Water Pollution Control Act, and Section 504 of The Rehabilitation Act of 1973.

Items "Applicant" means any entity that files an application or unsolicited proposal or otherwise requests EPA assistance. 40 C.F.R. §§ 5.105, 7.25. "Recipient" means any State or its political subdivision, any instrumentality of a State or its political subdivision, any public or private agency, institution, organizations, or other entity, or any person to which Federal financial assistance is extended directly or through another recipient, including any successor, assignee, or transferee of a recipient, but excluding the ultimate beneficiary of the assistance. 40 C.F.R. §§ 5.105, 7.25. "Civil rights lawsuits and administrative complaints" means any lawsuit or administrative complaint alleging discrimination on the basis of race, color, national origin, sex, age, or disability pending or decided against the applicant and/or entity which actually benefits from the grant, but excluding employment complaints not covered by 40 C.F.R. Parts 5 and 7. For example, if a city is the named applicant but the grant will actually benefit the Department of Sewage, civil rights lawsuits involving both the city and the Department of Sewage should be listed. "Civil rights compliance review" means: any federal agency-initiated investigation of a particular aspect of the applicant's and/or recipient's programs or activities to determine compliance with the federal non-discrimination laws. Submit this form with the original and required copies of applications, requests for extensions, requests for increase of funds, etc. Updates of information are all that are required after the initial application submission. If any item is not relevant to the project for which assistance is requested, write "NA" for "Not Applicable." In the event applicant is uncertain about how to answer any questions, EPA program officials should be contacted for clarification.



Florida Department of Environmental Protection
Federal Funding Accountability and Transparency Act Form – Subaward to

Section VIII, Item A.

Submit completed form to: Contracts\_Adm@FloridaDEP.gov

Purpose: The Federal Funding Accountability and Transparency Act (FFATA) was signed on September 26, 2006. The intent of this legislation is to empower every American with the ability to hold the government accountable for each spending decision.

The FFATA Subaward Reporting System (FSRS) is the reporting tool the Florida Department of Environmental Protection ("DEP") must use to capture and report subaward and executive compensation data regarding first-tier subawards that obligate \$30,000 or more in Federal funds.

[Note: This reporting requirement is not applicable for the procurement of property and services obtained by the DEP through a Vendor relationship. Refer to 2 CFR Ch. 1 Part 170 Appendix A, Section I.c.3 for the definition of "subaward".]

Organization and Project Information: As of October 1, 2015, the following information must be provided to the DEP prior to the DEP's issuance of a subaward (Agreement) that obligates \$30,000 or more in federal funds as described above.

UEI:
(Federal Award ID Number (FAIN#):
Catalog of Federal Domestic Assistance (CFDA)#:
DEP Assigned Grant Agreement#:
Dollar Amount of Grant Disbursement: 500000.00

\* If your company or organization does not have a UEI number, you will need to refer to the Sam.gov website at https://sam.gov/content/home to register your entity to request a Unique Entity ID.

Business Name:
DBA Name (If applicable):

Principal Place of Business Address:
Address Line 1: 301 J Harvey Etheridge St.
Address Line 2:
Address Line 3:
City: Bonifay State: FL Zip+4: 32425



**Florida Department of Environmental Protection  
Federal Funding Accountability and Transparency Act Form – Subaward to**

Section VIII, Item A.

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Description of Project (up to 4000 characters):

The City of Bonifay is facing critical challenges related to sanitary sewer overflows due to excessive inflow and infiltration and vulnerable pump station infrastructure. The requested initial \$500,000 in funding for planning and design services is essential to develop a comprehensive and effective solution to these issues. By investing in this project, the City will be able to identify and address the root causes of SSOs, leading to a more reliable and resilient wastewater collection and treatment system. This will not only protect the health and well-being of Bonifay's residents but also safeguard the environment for future generations.



Florida Department of Environmental Protection
Federal Funding Accountability and Transparency Act Form - Subaward to

Section VIII, Item A.

Principal Place of Project Performance (If different than principal place of business)

Address Line 1: 301 J Harvey Etheridge St.
Address Line 2:
Address Line 3:
City: Bonifay State: FL Zip+4: 32425

Congressional District for Principal Place of Project Performance:
(Providing the Zip+4 ensures that the correct Congressional District is reported.)

Executive Compensation Information:

Form with radio buttons for YES and NO, and a text box for Question 1: In your business or organization's previous fiscal year, did your business or organization (including parent organization, all branches, and all affiliates worldwide) receive (a) 80 percent or more of your annual gross revenues from Federal procurement contracts...

If the answer to Question 1 is "Yes," continue to Question 2.
If the answer to Question 1 is "No", move to the signature block below to complete the certification and submittal process.

Form with radio buttons for YES, NO, and N/A, and a text box for Question 2: Does the public have access to information about the compensation of the executives in your business or organization...

If the answer to Question 2 is "Yes," move to the signature block below to complete the certification and submittal process. [Note: Securities Exchange Commission information should be accessible at http://www.sec.gov/answers/excomp.htm. Requests for Internal Revenue Service (IRS) information should be directed to the local IRS for further assistance.]

If the answer to Question 2 is "NO" FFATA reporting is required. Provide the information required in the "TOTAL COMPENSATION CHART FOR MOST RECENTLY COMPLETED FISCAL YEAR" appearing below to report the "Total Compensation" for the five (5) most highly compensated "Executives", in rank order, in your organization.

For purposes of this request, the following terms apply as defined in 2 CFR Ch. 1 Part 170 Appendix A:
"Executive" is defined as "officers, managing partners, or other employees in management positions".
"Total Compensation" is defined as the cash and noncash dollar value earned by the executive during the most recently completed fiscal year and includes the following:

- Salary and bonus.
Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives and are available generally to all salaried employees.



**Florida Department of Environmental Protection  
Federal Funding Accountability and Transparency Act Form – Subaward to**

Section VIII, Item A.

- Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
- Above-market earnings on deferred compensation which is not tax-qualified.
- Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

**Total Compensation Chart for Most Recently Completed Fiscal Year**

Date of Fiscal Year Completion (mm/dd/yyyy) \_\_\_\_\_

The undersigned as (enter position title) \_\_\_\_\_

of (enter Business Name) \_\_\_\_\_

Certifies that on the date written below, the information provided herein is accurate.

Type or Print Name: \_\_\_\_\_ Title: \_\_\_\_\_

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

Rank (Highest to Lowest)	Last Name	First Name	MI	Title	Total Compensation for Most Recently Completed Fiscal Year

The undersigned as (enter position title) Mayor

Of (enter Business Name) City of Bonifay

Certifies that on the date written below, the information provided herein is accurate.

Larry Cook  
Print Name

Mayor  
Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

RESOLUTION 2026-01

“A RESOLUTION OF CITY OF BONIFAY FLORIDA, RELATING TO THE STATE REVOLVING FUND LOAN PROGRAM; MAKING FINDINGS; AUTHORIZING THE LOAN APPLICATION; AUTHORIZING THE LOAN AGREEMENT; ESTABLISHING PLEDGED REVENUES; DESIGNATING AUTHORIZED REPRESENTATIVES; PROVIDING ASSURANCES; PROVIDING FOR CONFLICTS, SEVERABILITY, AND EFFECTIVE DATE.”

WHEREAS, Florida Statutes provide for loans to local government agencies to finance the construction of wastewater treatment facilities; and

WHEREAS, Florida Administrative Code rules require authorization to apply for loans, to establish pledged revenues, to designate an authorized representative; to provide assurances of compliance with loan program requirements; and to enter into a loan agreement; and

WHEREAS, the State Revolving Fund loan priority list designates Project No. DW30014 as eligible for available funding; and

WHEREAS; the City of Bonifay, Florida, intends to enter into a loan agreement with the Department of Environmental Protection under the State Revolving Fund for project financing.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF *BONIFAY, FLORIDA*, AS FOLLOWS:

SECTION I. The foregoing findings are incorporated herein by reference and made a part hereof.

SECTION II. The City of Bonifay, Florida, is authorized to apply for a loan to finance the Project.

SECTION III. The revenues pledged for the repayment of the loan are *net water and sewer system revenues* after payment of debt service on the following obligations:

- a) The City of Bonifay, Florida, Water and Sewer System Revenue Bonds, Series 1985A issued in the amount of \$520,300.00, pursuant to Resolution No. 83-50 (passed October 24, 1983), under which the lienholder is the United States Department of Agriculture, being USDA Loan Number 92-01;
- b) The City of Bonifay, Florida, Water and Sewer System Revenue Bonds, Series 1985B issued in the amount of \$100,000.00, pursuant to ordinance, under which the lienholder is the United States Department of Agriculture, being USDA Loan Number 92-03;
- c) The City of Bonifay, Florida, Water and Sewer System Revenue Bonds, Series 1989A issued in the amount of \$1,498,100.00, pursuant to ordinance, under which the lienholder is the United States Department of Agriculture, and being USDA Loan Number 92-06;

- d) The City of Bonifay, Florida, Water and Sewer System Revenue Bonds, Series 1989B issued in the amount of \$427,600.00, pursuant to ordinance, under which the lienholder is the United States Department of Agriculture, and being USDA Loan Number 92-08;
- e) The City of Bonifay, Florida, Water and Sewer System Revenue Bonds, Series 2005A issued in the amount of \$1,436,300.00, pursuant to ordinance, under which the lienholder is the United States Department of Agriculture, and being USDA Loan Number 91-12; and
- f) The City of Bonifay, Florida, Water and Sewer System Revenue Bonds, Series 2005B issued in the amount of \$246,700.00, pursuant to ordinance, under which the lienholder is the United States Department of Agriculture, and being USDA Loan Number 91-13;
- g) The City of Bonifay, Florida, Water and Sewer System Revenue Bonds, Series 2010A issued in the amount of \$51,081.32, pursuant to ordinance, under which the lienholder is the State of Florida Dept. of Environmental Protection State Revolving Loan Fund (Funding Number 300110), and the actual revenues pledged are water and sewer revenues;
- h) The City of Bonifay, Florida, Water and Sewer System Revenue Bonds, Series 2010B issued in the amount of \$60,023.20, pursuant to ordinance, under which the lienholder is the State of Florida Dept. of Environmental Protection State Revolving Loan Fund (Funding Number 300111), and the actual revenues pledged are water and sewer revenues; and
- i) The City of Bonifay, Florida, Water and Sewer System Revenue Bonds, Series 2012A dated October 26, 2012, issued in the amount of \$2,244,000.00, pursuant to ordinance, under which the lienholder is the United States Department of Agriculture, and being USDA Loan Number 92-15; and
- j) The City of Bonifay, Florida, Water and Sewer System Revenue Bonds, Series 2012B dated October 26, 2012, issued in the amount of \$145,000.00, pursuant to ordinance, under which the lienholder is the United States Department of Agriculture, and being USDA Loan Number 92-18.

The revenues are hereby pledged, subject to the foregoing prior pledges of revenue.

SECTION IV. The Mayor is hereby designated as the authorized representative to provide the assurances and commitments required by the loan application.

SECTION V. The Mayor is hereby designated as the authorized representative to execute the loan agreement which will become a binding obligation in accordance with its terms when signed by both parties. The Mayor is authorized to represent the City in carrying out the City's responsibilities under the loan agreement. The Mayor is authorized to delegate responsibility to appropriate City staff to carry out technical, financial, and administrative activities associated with the loan agreement.

SECTION VI. The legal authority for borrowing moneys to construct this Project is \_\_\_\_\_, Florida Statutes.

SECTION VII. All resolutions or part of Resolutions in conflict with any of the provisions of this Resolution are hereby repealed.

SECTION VIII. If any section or portion of a section of this Resolution proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect of any other section or part of this Resolution.

SECTION IX. This Resolution shall become effective immediately upon its passage and adoption.

PASSED and ADOPTED this 20th Day of January, 2025.

ATTEST

APPROVED AS TO FORM AND LEGALITY

\_\_\_\_\_  
Deputy City Clerk

\_\_\_\_\_  
City Attorney

\_\_\_\_\_  
Mayor

RESOLUTION 2026-02

“A RESOLUTION OF CITY OF BONIFAY, FLORIDA, RELATING TO THE STATE REVOLVING FUND LOAN PROGRAM; MAKING FINDINGS; AUTHORIZING THE LOAN APPLICATION; AUTHORIZING THE LOAN AGREEMENT; ESTABLISHING PLEDGED REVENUES; DESIGNATING AUTHORIZED REPRESENTATIVES; PROVIDING ASSURANCES; PROVIDING FOR CONFLICTS, SEVERABILITY, AND EFFECTIVE DATE.”

WHEREAS, Florida Statutes provide for loans to local government agencies to finance the construction of wastewater facilities; and

WHEREAS, Florida Administrative Code rules require authorization to apply for loans, to establish pledged revenues, to designate an authorized representative; to provide assurances of compliance with loan program requirements; and to enter into a loan agreement; and

WHEREAS, the project titled “City of Bonifay SSO Mitigation” has been identified as a priority for management of sanitary sewer overflows (SSOs) and is being submitted for funding through the Sewer Overflow and Stormwater Reuse Municipal Grant (OGS) program; and

WHEREAS; the City of Bonifay, Florida, intends to enter into a loan agreement with the Department of Environmental Protection under the State Revolving Fund for project financing.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF BONIFAY, FLORIDA, AS FOLLOWS:

SECTION I. The foregoing findings are incorporated herein by reference and made a part hereof.

SECTION II. The City of Bonifay, Florida, is authorized to apply for a loan to finance the Project.

SECTION III. As this loan is 100% principle forgiveness, no revenues need to be pledged.

SECTION IV. The City Clerk and the Mayor is hereby designated as the authorized representative to provide the assurances and commitments required by the loan application.

SECTION V. The Mayor is hereby designated as the authorized representative to execute the loan agreement which will become a binding obligation in accordance with its terms when signed by both parties. The Mayor is authorized to represent the City in carrying out the City’s responsibilities under the loan agreement. The Mayor is authorized to delegate responsibility to appropriate City staff to carry out technical, financial, and administrative activities associated with the loan agreement.

SECTION VI. The legal authority for borrowing moneys to construct this Project is Chapter 166, Florida Statutes.

SECTION VII. All resolutions or part of Resolutions in conflict with any of the provisions of this Resolution are hereby repealed.

SECTION VIII. If any section or portion of a section of this Resolution proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect of any other section or part of this Resolution.

SECTION IX. This Resolution shall become effective immediately upon its passage and adoption.

PASSED and ADOPTED this 20th Day of January, 2026.

ATTEST

APPROVED AS TO FORM AND LEGALITY

\_\_\_\_\_  
Deputy City Clerk

\_\_\_\_\_  
City Attorney

\_\_\_\_\_  
Mayor