



AGENDA

CITY COUNCIL MEETING - REGULAR SESSION

MONDAY, OCTOBER 06, 2025 at 9:00 AM

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

I. CALL TO ORDER

A. Invocation

B. Pledge of Allegiance

II. APPROVE AGENDA

III. APPROVE MINUTES

[A.](#) September 16th, 2025 Regular Session

[B.](#) September 23rd, 2025 Special 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 and state your name and address for the record.

[A.](#) Richard McMahon

VI. PLANNING & ENGINEERING

VII. OLD BUSINESS

[A.](#) Procurement Policy Update

VIII. NEW BUSINESS

[A.](#) Memorial Field Drainage Improvements Project Task Work Order

[B.](#) Bonifay Police Department Drone Grant

[C.](#) Bonifay Fire Rescue Drone Grant

IX. COUNCIL / DEPARTMENT SUPERVISORS / CITY ATTORNEY DISCUSSION

Items not listed on Formal Agenda.

A. Personnel Updates

B. Department Updates

C. Employee Spotlight

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, SEPTEMBER 15, 2025 at 6:00 PM
Bonifay City Hall Council Meeting Room – 301 J Harvey Etheridge St.

I. CALL TO ORDER

Mayor Larry Cook called the meeting to order at 6:00 pm.

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 Tracy Walker, Executive Assistant Sierra Smith, City Attorney Jon Holloway by phone, and Director of Public Works Aaron Taylor

A. Invocation

Vice-Mayor James Sellers gave invocation.

B. Pledge of Allegiance

Vice-Mayor James Sellers 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. September 2nd, 2025 Regular Session

B. September 8th, 2025 Special Session 1ST PUBLIC HEARING FOR TENTATIVE AD VALOREM & BUDGET

Motion made to approve the minutes of September 2, 2025 and September 8, 2025 by Council Member Crews, Seconded by Council Member Dixon.

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 and state your name and address for the record.

Angela Willsey, Happy Hollow Rd., asked the Council Members several questions. Would they grandfather her in and let her place a bench? Did the Cemetery Committee have a meeting today? Who appoints the Committee Members? Who oversees the Committee? Mrs. Willsey named several locations she would like to see benches.

Richard Willsey, Happy Hollow Rd., also asked several questions. When are the minutes going to be placed online? When will Rickey Callahan's name be removed from the paperwork? Why aren't Public Record Requests being responded to?

Mr. Willsey handed Mayor Cook several Public Record Requests, and stated "I expect them to be fulfilled forthwith."

Mr. Willsey asked why the proposed budget is not online any longer, and where he can get a copy of it?

VI. PLANNING & ENGINEERING

VII. OLD BUSINESS

VIII. NEW BUSINESS

A. Trick or Treating

Motion made to have Trick or Treating on October 31st, from 5:00 until 8:00 pm. by Council Member Crews, Seconded by Council Member Dixon.

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

B. Bonifay Fire-Rescue Purchase Requests

Executive Assistant Sierra Smith stated the first request is for the mobile communications setup, to be installed on Pumper 1, in the amount of \$2,425.00.

Motion made to approve purchase request for the amount of \$2,425.00 by Council Member Crews, Seconded by Council Member Dixon.

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

Executive Assistant Smith said the second request is to convert the batteries on Utility 1 to lithium batteries in the amount of \$2,500.00.

Motion made to approve the second purchase request in the amount of \$2,500.00 by Council Member Dixon, Seconded by Council Member Crews.

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

C. Employee Handbook Update

Director of Finance/HR Tracy Walker informed the Council Members the Employee Handbook update is presented for them to review and give any suggestions they may have.

D. Bonifay Fire-Rescue Grant Award

Fire Chief Travis Cook received a notice of grant award from The Division of State Fire Marshal. They have approved the fire department's grant application for the fiscal year 2025-2026 fiscal year in the amount of \$161,070.00 for the purchase of SCBAs.

Executive Assistant Smith stated this award will allow the fire department to purchase 15 air packs and 30 bottles to go on the trucks, replacing every unit they currently have and allowing them to have spares.

Motion made to accept \$161,070.00 grant award by Council Member Crews, Seconded by Council Member Dixon.

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

Executive Assistant Smith requested that the Council Members waive the Procurement Policy on taking quotes and allow them to purchase these items from Sunbelt to allow for compatibility on what they currently have.

Motion made to approve waiving the Procurement Policy by Council Member Crews, Seconded by Council Member Dixon.

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

IX. COUNCIL / DEPARTMENT SUPERVISORS / CITY ATTORNEY DISCUSSION

Items not listed on Formal Agenda.

A. Council Updates

B. Department Updates

Director of Finance/HR Tracy Walker told the Council Members that we are transitioning to the new software; October 1st will be the first instillation of payroll & finance. We will be in training and doing the final payroll in the old system for the next 3 days.

Mayor Cook told the Council Members that the Cemetery Committee contacted him late this afternoon, and they all have resigned from the committee. The amount of pressure they are put under to justify their last policy, that was done in 2022, has put a burden on them. They have received numerous phone calls and text messages, including during church hours. Mayor Cook says he will get with Attorney Holloway and determine how to move forward.

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 6:18 pm.

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 SPECIAL SESSION - FINAL PUBLIC HEARING FOR AD VALOREM & BUDGET

TUESDAY, SEPTEMBER 23, 2025 at 5:01 PM

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

I. CALL TO ORDER

Mayor Larry Cook called the meeting to order at 5:01 pm.

PRESENT

Mayor Larry Cook
Council Member James Sellers
Council Member Rick Crews

ABSENT

Council Member Shelley Carroll
Council Member Eddie Dixon

Also present:

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

A. Invocation

Council Member James Sellers gave invocation.

B. Pledge of Allegiance

Council Member James Sellers 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 Crews

III. 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 and state your name and address for the record..

Richard Willsey stated he was glad to see the budget finally provided for public review on the final public hearing session. Mr. Willsey asked if this was the same budget from July or have changes been made?

IV. AD VALOREM

A. Resolution 2025 -10 2025-2026 Ad Valorem

Finance Director Tracy Walker read the heading of Resolution 2025-10.

A RESOLUTION OF THE CITY OF BONIFAY OF HOLMES COUNTY, FLORIDA,
ADOPTING THE FINAL LEVYING OF AD VALOREM TAXES FOR HOLMES COUNTY
FOR FISCAL YEAR 2026; AND PROVIDING FOR AN EFFECTIVE DATE.

B. Public Hearing

Mayor Cook opened the Public Hearing.

Richard Willsey asked if the Council could tell the public the reason behind changing the Ad Valorem from 3 mills to 3.5 mills and increasing peoples property taxes.

Finance Director Tracy Walker stated the majority was for public safety which would be the Fire Department and Police Department.

Motion made to approve adopting Resolution 2025-10 by roll call vote by Council Member Crews, Seconded by Council Member Sellers.

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

V. BUDGET

A. Proposed Budget

Director of Finance Tracy Walker read the heading of Resolution 2025-11.

A RESOLUTION OF THE CITY OF BONIFAY OF HOLMES COUNTY, FLORIDA,
ADOPTING THE FINAL BUDGET FOR FISCAL YEAR 2026; PROVIDING FOR AN
EFFECTIVE DATE.

Richard Willsey questioned the Police Department and Fire Department budgets. He also questioned Christmas decorations.

B. Resolution 2025-11 Budget for 2025-2026

Motion made to approve adopting Resolution 2025-11 by roll call vote by Council Member Crews, Seconded by Council Member Sellers.

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

C. Public Hearing

Public Hearing was closed.

VI. OLD BUSINESS

A. Employee Handbook

Motion made to approve adopting Employee Handbook by Council Member Crews, Seconded by Council Member Sellers.

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

B. Bonifay Fire Rescue Purchase Request

Motion made to approve the Fire Departments purchase request for a confined space cutter in the amount of \$5150.00, plus freight, by Council Member Crews, Seconded by Council Member Sellers.

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

Motion made to approve the Fire Departments purchase request for a confined space spreader in the amount of \$5310.00, plus freight, by Council Member Crews, Seconded by Council Member Sellers.

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

C. Kiwanis Club Property Transfer

City Attorney Jon Holloway informed the Council Members that we are closing in on finishing the transfer of property with the Bonifay Kiwanis Club. If it is the Council's pleasure, to have a motion authorizing Mayor Cook to execute the Draft Special Warranty Deed, subject to confirming the survey has the same legal description.

Motion made approving Mayor Cook to execute the Draft Special Warranty Deed by Council Member Sellers, Seconded by Council Member Crews.

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

VII. COUNCIL / DEPARTMENT SUPERVISORS / CITY ATTORNEY DISCUSSION

Items not listed on Formal Agenda.

A. Council Updates

B. Department Updates

Finance Director Tracy Walker reminded everyone we are still working on our conversion software and asked for patience during this 3 to 4 month process.

Mayor Cook announced the Rodeo will be October 3rd, 4th and 5th.

C. Employee Spotlight

VIII. 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 Crews

Mayor Cook declared the meeting adjourned at 5:19 pm.

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.

In Florida, [religious institutions](#), including churches, are generally exempt from the state's charitable solicitation registration requirements, meaning they don't need to register with the [Florida Department of Agriculture and Consumer Services \(FDACS\)](#) to receive donations.

Here's a more detailed explanation:

- **Exemption for Religious Institutions:**

Florida's [Solicitation of Contributions Act](#) (Chapter 496, F.S.) exempts "bona fide religious institutions" from registration requirements.

- **FDACS Registration:**

Most charitable organizations in Florida do need to register with the FDACS before soliciting donations, but this generally doesn't apply to churches.

- **Purpose of Registration:**

This registration ensures transparency and protects donors from fraud, and requires organizations to renew their registration annually and report how the funds are used.

- **Financial Reporting:**

Even if exempt from registration, organizations that receive donations may still be subject to financial reporting requirements.

- **Contact FDACS:**

SOLICITATION vs PASSIVE DONATIONS (GOOGLE)

For religious groups, the main difference between passive donations and active solicitation lies in the presence of a direct, intentional appeal for funds. Solicitation is an active request for a contribution, while passive donations are given without a direct ask. This distinction has important implications for legal compliance and donor relationships.

Active Solicitation

Active solicitation is any direct request for financial contributions. For religious groups, this includes traditional fundraising methods and modern, tech-enabled campaigns.

Examples of active solicitation

- **Fundraising events:** Dinners, auctions, and concerts held to raise money.
- **Campaigns:** Direct mailings, email blasts, and social media campaigns asking for donations for a specific project.
- **Verbal requests:** Announcements during a service or at a meeting specifically asking for contributions.
- **Online giving with active promotion:** A website with a prominent "Donate Now" button that the organization promotes through other channels.

Key characteristics of active solicitation

- **Direct ask:** There is a clear and direct request to the donor.
- **Intentionality:** The organization actively takes steps to acquire financial support.
- **Potential legal requirements:** Because they involve active fundraising, some solicitations may trigger state-level registration and reporting requirements, even for religious organizations.

Passive Donations

Passive donations occur without a direct or explicit ask from the religious organization. They are often a secondary effect of other member activities.

Examples of passive donations

- **Contribution plates:** Passing an offering plate or basket during a worship service is a traditional, passive method. While the action facilitates giving, it is not a direct, verbal appeal.
- **Automated giving:** Regular tithes or offerings made by members through automated bank transfers or online giving systems.
- **Website "Donate" button:** A simple "Donate" button on an organization's website is typically considered passive, especially if the organization does not actively drive traffic to the site for the purpose of solicitation.
- **Donations with dues or ticket sales:** When a donation is included with a membership fee or event ticket purchase.

Key characteristics of passive donations

- **Indirect ask:** There is no specific call to action; the opportunity to donate is available but not prompted.
- **Donor-driven:** The donor initiates the gift, often as a matter of habit or convenience.
- **Lower regulatory risk:** Passive fundraising activities are less likely to trigger state-level charitable solicitation registration requirements.

Reach America Christian Outreach
Non-Denominational Missions Ministry
www.ReachAmerica.US
Office 850 708-8601 Ext. 1

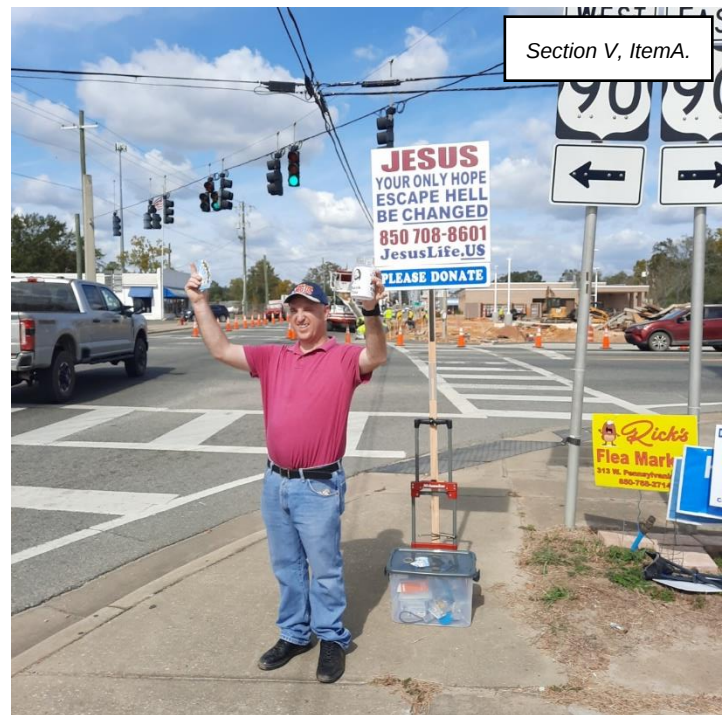
Richard McMahon - Coordinator
richmcmahon@bellsouth.net

Scott Daniel – Street Ministry

Local References...

Panama City Beach Police
(Our Ministry Interface Contact)
Cpt. Wayne Maddox
Cell Phone 850 258-8266

Bonifay Police Department
Chief Johnny Whitaker
850 547-3661



ReachAmerica.US - JESUS Outreach 2025



ReachAmerica.US is a non-denominational Christian Outreach operating in cities in the Eastern US for over 25 years. We are all volunteers sharing JESUS CHRIST Out In PUBLIC, making real disciples, and helping people find healing and transformation.

God has brought steady growth through our 24/7 Prayer Line, ongoing Public Evangelism, and Discipleship Follow-Up, with hundreds of people currently receiving the Daily Video Disciple Series "Growing In God".

For More Information Call Our Office At 850 708-8601 Ext 1

What Determines If You go to Heaven or Hell? **ANSWER**



Hello... I'm a Christian and a sincere Jesus Follower. According to the Bible & Words of Jesus, most people are not ready to meet God. Even many church members! I devote time each week to sharing God's plan with as many people as I can. Please see my personal ministry page below. I would truly appreciate your support. Blessings, Scott
www.GoFundMe.com/f/SD-25

Central Message of Bible & Words of Jesus

Bad News...Every Person on Earth is Naturally Separated from God by their sins. Naturally headed for Hell. Being a Good Person or In Church will NOT save you from Hell.

→ Romans 3:10, 20, 23 6:23 5:8 John 3:36 14:6 Matthew 7:13-14 22-23

Good News...God made One Way for you to be with Him. JESUS died on a Cross to pay your sin penalty IF you will Surrender. Truly Trust & Follow Jesus. Be CHANGED!!!

→ John 3:6-7 16-18 10:27 Luke 9:23-26 Romans 10:9-10 2 Cor. 5:17, 21

WATCH THE VIDEO "Message of Bible & Jesus Christ"

→ www.JESUSLIFE.US Call For Prayer 850 708-8601



**CITY OF BONIFAY
PROCUREMENT POLICY**

ADOPTED: 10.20.2025

LAST UPDATED: 10.1.2025

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Section 1 Purpose

The mission of the Procurement Policy is to maximize the purchasing value of public funds in procurement; to provide safeguards for maintaining a procurement system of quality and integrity; and to provide for fair and equitable treatment of all persons involved in public purchasing by the City.

Section 2 Concepts

The Procurement function ensures that purchasing laws, rules, and regulations are enforced and carried out with the highest ethical standards. Strict adherence to specific ethical considerations by all City officers, employees, agents, and suppliers and contractors providing goods and services to the City is required to maintain the confidence of the public, the City, and the business community in the expenditures of City funds.

1. To procure for the City the highest quality in commodities and services at the least expense and/or the best value to enable the most significant cost effectiveness in performance to the City.
2. To encourage uniform bidding and to endeavor to obtain full and open competition on all purchases and sales.
3. To keep informed of current developments in the field of purchasing, prices, market conditions and new products to secure for the City the benefits of research done in the field of purchasing, prices, market conditions and new products and to secure for the City the benefits of research done in the field of purchasing by other governmental jurisdictions, national technical societies, trade associations having national recognition and by private businesses and organizations.

Section 3 Definitions

For the purposes of this Policy and any documents pertaining to the use of this Policy (e.g., contracts, purchase orders, etc.), the following terms, phrases, words, and their derivations shall have the meaning given herein, unless otherwise specifically defined in any specific document.

Addendum. A document used to expand or more fully explain the terms of a bid instrument (such as an Invitation to Bid or Request for Proposals). An addendum is not to be confused with a contract amendment.

Appropriation. Legal authorization granted by a legislative body to make expenditures and to incur obligations for specific purposes. An appropriation is typically limited in both amount and time when it may be expended.

Bid. An offer of price for goods or services given explicitly to the City in response to an invitation

Brand Name or Equivalent Specification. A specification limited to one or more items by manufacturers' names or catalogue numbers to describe the standard of quality, performance, and other characteristics needed to meet the City requirements, and which provides for the submission of equivalent products.

Business. Any corporation, partnership, individual, sole proprietorship, joint venture, joint stock company, or any other legal entity engaged in the commercial provision of commodities, services, or labor.

Change Order. A written order amending the scope of, or correcting errors, omissions, or discrepancies in a contract or purchase order.

Commodity. A product that the City may contract for or purchase for the use and benefit of the City. It is a specific item, and it differs from the time and effort required by a provider.

Designee. The duly authorized representative of a person holding a superior position.

Emergency Purchase. An expeditious purchase of goods, services, consultant services, and/or construction to reduce an imminent or existing threat to the health, safety, or welfare of persons or property within the City.

Fixed Asset/Equipment. Any item of capital nature, of value exceeding \$5,000.00, and with an estimated life span of over three (3) years; please see Capital Asset Policy.

Invitation for Bid (Competitive Sealed Bidding). A written solicitation document used for competitive sealed bidding for the purchase of goods, services, and/or construction, when specifications are available and the selection will be based upon the lowest responsive and/or responsible bidder.

Invitation to Negotiate: A written solicitation document used for the competitive sealed bidding of the purchase of goods or services when the scope of the project is not certain and the City desires input from the vendors on the project specifications.

Irregularity. Any change or omission in an offer or contract that does not have an adverse effect on the City's best interest, and does not affect the outcome of the source selection

process by giving an offer or an advantage or benefit not enjoyed by any other offeror, and, consistent with applicable laws.

Material Mistake. Any deviation or variance from the bid requirements or other mistake that gives one bidder a substantial advantage over other bidders. A non-material mistake is any mistake that does not affect price, does not give one bidder an advantage or benefit not enjoyed by other bidders, and does not adversely affect the interests of the City.

Personal Property. Property consisting of movable articles that are either tangible, such as furniture or computers, or intangible, such as stocks, bonds, or licenses.

Posting. An act whereby the City places on a bulletin board, in a designated location, in the local newspaper, and/or on the City website, a listing which indicates the City's recommendations for bid awards and solicitations for bids and proposals.

Pre-Bid Conference. A meeting held with prospective bidders before solicitation of, or the date of receipt of bids or proposals, to recognize state-of-the-art limits, technical aspects, specifications, and standards relative to the subject, and to elicit expertise and bidders' interest in pursuing the task.

Professional Services. The technical, and/or unique functions performed by independent contractors whose business is the rendering of such services. This includes accountants, appraisers, attorneys, auditors, medical professionals, architects, engineers, surveyors, management and systems consultants, researchers, artists, and other professionals as designated by the procurement services manager.

Proposal. An executed formal document submitted to the City stating the goods, consultant services, and/or services offered to satisfy the need as requested in the request for proposal.

Purchase/procurement. Buying, purchasing, renting, leasing, or otherwise acquiring any supplies, materials, equipment, goods, consultant services, construction, and/or services required by the City for public purposes.

Purchase Order. The City's official legal document of contract between the City and contractor, issued separately or in conjunction with other documents, whether electronic or mechanical, which delineates the responsibilities of both parties in the provision of, and payment of goods and services required by the City.

Quotation. Any oral or written informal offer by a vendor to the City to furnish specific goods and/or services at a stated price.

Request for Bids. A solicitation of responses for goods and/or services for which the scope of work, specifications, or contractual terms and conditions are well defined.

Request for Proposals. A solicitation of responses for goods, consultant services, and/or services for which the scope of work, specifications, or contractual terms and conditions

cannot be well defined. Evaluation of a proposal or response is based on prior-established criteria, which involve more than just price. The RFP shall state the relative importance of price and other evaluation criteria.

Request for Qualifications: A solicitation of responses for services where the specifications of required services are broad and specialized in nature, such as attorneys, auditors, CPA’s, etc.

Request for Quotation. An informal request, either oral or written, to solicit prices for specific goods and/or services.

Responsible Bidder. A vendor submitting a bid who has the capability in all respects to perform fully the contract requirements and the experience, capacity, facilities, equipment, credit, sufficient qualified personnel, and having the integrity and reliability with a record of timely and acceptable past performance that will assure good faith performance.

Responsive Bidder. A vendor submitting a bid that substantially conforms with all material respects to the requirements and criteria outlined in the invitation.

Small Purchases. The procurement of commodities or services with a value within the thresholds set for this category without the requirement of quotes or bids from at least three (3) vendors. Any items purchased with an individual value of \$1,000.00 or more require a property sheet to be completed and added to the City’s property inventory per established policy.

Sole-Source. A commodity that can be legally purchased from only one source. This is usually due to the source owning patents and/or copyrights. A requirement for a particular proprietary item does not justify a sole-source purchase if there is more than one potential supplier for that item. Use of Brand Names and Model numbers does not constitute a sole source.

Specifications. A description of the physical or functional characteristics of the nature of a material, supply, service, construction, or equipment item. It may include a description of any requirement for inspection, testing, recycled or degradable materials content, or preparing a material, supply, service, construction, or equipment item for delivery.

Vendor. Any business or individual that does business with or will be or has been awarded a contract by the City.

Section 4 Purchasing Categories; Threshold Amounts

Except as to Sole Source Purchases (Section 4.06) and Cooperative Purchasing (Section 4.07), all purchases and contract awards are to be made subject to the provisions of the appropriate Section according to the following threshold amounts:

- | | |
|--|--------------------------|
| A. Small Purchases (Section 4.01) | \$1 - \$1,500.00 |
| B. Purchasing Quotes (Section 4.02) | \$1,500.01 - \$40,000.00 |
| C. Competitive Sealed Bids/Proposals (Section 4.03-4.05) | \$ 40,000.01 & above |

4.01 Small Purchases

Employees are prohibited from using City accounts for personal purchases. The purchase of commodities, equipment, and services that cost less than the threshold authorized in Section 4 does not require the solicitation of quotes or bids. The Department Director or their designees shall approve small purchases.

4.02 Purchasing Quotes

The purchase of goods and services that fall within the authorized purchasing range, as specified in Section 4, shall require competitive quotations from at least three vendors. The Department Director shall obtain the quotations, and for amounts below \$10,000, shall be reviewed and awarded by the Finance Director, and amounts between \$10,000 and \$40,000 shall be reviewed and awarded by the City Council.

4.03 Competitive Sealed Bids

A. Conditions for Use. All contracts for purchases of a single item, services, or aggregate in excess of the established base amount for Competitive Sealed Bids/Proposals in Section 4, where price, not qualifications, is the basis for contract award, shall be awarded by competitive sealed bidding.

B. Invitation to Bid. An invitation to bid shall be issued, including specifications, all contractual terms and conditions, and the place, date, and time for opening or submission. No later than five working days before the date for receipt of bids, a vendor shall make a written request to the City for interpretations or corrections of any ambiguity, inconsistency, or error which the vendor may discover. All interpretations or corrections

will be issued as addenda. The City will not be responsible for oral clarifications. No negotiations, decisions, or actions shall be initiated or executed by the proposer as a result of any discussions with any City employee before the opening of proposals. Only those communications that are in writing from the City may be considered as a duly authorized expression on behalf of the City Council. Additionally, only written and signed communications from firms or individuals will be recognized by the City Council as duly authorized expressions on behalf of proposers.

- (1) Alternate(s). Alternate bids will not be considered unless authorized by and defined in the Special Conditions of the bid specifications.
- (2) Approved Equivalents. The City reserves the right to determine acceptance of item(s) as an approved equivalent. Bids that do not comply with the stated requirements for equivalents in the bid conditions will be rejected. The procedure for acceptance of equivalents shall be included in the general conditions of the bid.

C. Public Notice. Public notice shall be made in compliance with section 255.0525, Florida Statute, and 73C-23, Florida Administrative Code, according to the following thresholds:

- (1) For contracts less than \$200,000, the notice shall be published at least twelve (12) calendar days before bid opening in a newspaper of general circulation and a nearby OMB-MSA daily newspaper.
- (2) For awards greater than \$200,000 but less than \$500,000, the notice must be advertised at least once in a newspaper of general circulation in the City where the project is located and a nearby OMB-MSA daily newspaper at least 21 days before the established bid opening and at least 5 days before any scheduled pre-bid conference.
- (3) For awards greater than \$500,000, the notice must be publicly advertised at least once in a newspaper of general circulation in the City where the project is located and a nearby OMB-MSA daily newspaper at least 30 days before the established bid opening and at least 5 days before any scheduled pre-bid conference.
- (4) Notice of the invitation to bid shall give the date, time, and place set forth for the submittal of proposals and opening of bids.
- (5) Bids or proposals shall be received and opened at the location, date, and time established in the bid or proposal advertisement.

D. Bid Opening. Bids shall be opened publicly. The City Clerk (general purchases), the Grants Coordinator (grant projects), or their designee shall open the bids in the presence of one or more witnesses at the time and place designated in the Invitation to Bid. The

amount of each bid, and other such relevant information, as may be deemed appropriate by the bid opener (City Clerk or Grants Coordinator), together with the name of each bidder, and all witnesses, shall be recorded. The record (Bid Report) and each bid shall be open to public inspection.

E. Bid Acceptance and Evaluation. Bids shall be unconditionally accepted without alteration or correction, except as authorized in this policy. Bids shall be evaluated based on the requirements outlined in the Invitation to Bid, which may include, but are not limited to, criteria to determine acceptability, such as inspection, testing, quality, recycled or degradable materials content, workmanship, delivery, and suitability for a particular purpose. Those criteria that will affect the bid price and be considered in the evaluation for award shall be objectively measured, such as discounts, transportation costs, and total or life-cycle costs. No criteria may be used in bid evaluation that are not outlined in the Invitation to Bid, in regulations, or in this policy.

F. Bid Agenda Item. After evaluation, the bid opener will prepare a recommendation and place the item on the City Council's agenda.

G. Correction or Withdrawal of Bids; cancellation of Awards. Correction or withdrawal of erroneous bids before or after award, or cancellation of awards or contracts based on such bid mistakes, shall be permitted where appropriate. Mistakes discovered before bid opening may be modified or withdrawn by written or telegraphic notice received in the office designated in the Invitations for Bids before the time set for bid opening. After bid opening, corrections in bids shall be permitted only to the extent that the bidder can know by clear and convincing evidence that a mistake on a nonjudgmental character was made, the nature of the error, and the bid price actually intended. After bid opening, no changes to the bid price or other provisions of bids that are prejudicial to the City's interest or fair competition shall be permitted. In lieu of bid correction, a low bidder alleging a material mistake of fact may be allowed to withdraw his bid if:

- (1) the mistake is clearly evident on the face of the bid document, but the intended correct bid is not similarly evident; or
- (2) the bidder submits evidence that clearly and convincingly demonstrates that a mistake was made. All decisions to permit the correction or withdrawal of bids or to cancel awards or contracts based on bid mistakes shall be supported by a written determination made by either the City Clerk or the Grants Coordinator.

H. Multi-Step Sealed Bidding. When it is considered impractical to initially prepare a purchase description to support an award based on price, an invitation for bids may be issued requesting the submission of unpriced offers to be followed by an invitation for bids limited to those bidders whose offers have been determined to be technically acceptable under the criteria outlined in the first solicitation.

I. Award. The contract shall be awarded with reasonable promptness to the lowest responsible and responsive bidder whose bid meets the requirements and criteria outlined in the Invitation to Bid. The City reserves the right to waive any informality in bids and to make an award in whole or in part when either or both conditions are in the best interest of the City, providing that such waiver does not violate federal or state requirements. Any requirement that is waived must be documented and kept in the file.

- (1) Notice of Intended Award. The contract shall be awarded by written notice. A written agreement shall evidence every procurement of contractual services. Notice of the intended award, including rejection of some or all of the bids received, may be given by posting the bid tabulations where the bids were opened, by telephone, by first-class mail, or by certified United States mail, return receipt requested, whichever is specified in the bid solicitation. A vendor may request, in their bidding submittal, a copy of the tabulation sheet to be mailed in a vendor-provided, self-addressed, stamped envelope for their record.
- (2) Notice of Right to Protest. All notices of decision or intended decisions shall contain the statement: Failure to file a protest within the time prescribed in Section 4.08 of the Procurement Policy of the City shall constitute a waiver of proceedings under that section of this Policy.

J. Cancellation of Invitations for Bids. An invitation for bids or other solicitation may be canceled, or any or all bids may be rejected in whole or in part when it is in the best interests of the City, as determined by the City Council. Notice of cancellation shall be sent to all businesses solicited. The notice shall identify the solicitation, explain the reason for cancellation, and, where appropriate, explain that an opportunity will be given to compete on any resolicitation or any future procurement of similar items.

K. Disqualification of Vendors. For any specific bid, vendors may be disqualified by the City Clerk or their designee, for the following reasons:

- (1) Failure to respond to bid invitation three consecutive times within the last eighteen (18) months period.
- (2) Failure to update the information on file, including address, project or service, or business description.
- (3) Failure to perform according to contract provisions.
- (4) Conviction in a court of law of any criminal offense in connection with the conducting of business.
- (5) Clear and convincing evidence of a violation of any federal or state antitrust law based on the submission of bids or proposals, or the awarding of contracts.

- (6) Clear and convincing evidence that the vendor has attempted to give a City employee a gratuity of any kind for the purpose of influencing a recommendation or decision in connection with any part of the City's purchasing activity.
- (7) Failure to execute a Public Entity Crimes Statement as required by Florida Statutes Chapter 287.133(3) (a).
- (8) Other reasons deemed appropriate by the City.

4.04 Competitive Sealed Proposals

All contracts for purchases of a single item or services or aggregate in excess of the established base amount for Competitive Sealed Bids/Proposals in Section 4, where qualifications, not price, are the basis for contract award, shall be awarded by competitive sealed proposals. All contracts for the procurement of professional architectural, engineering, landscape architectural, and land surveying services will be awarded in accordance with the provisions of Section 4.051. All other contracts that require competitive sealed proposals will be awarded in accordance with the provisions of Section 4.052.

4.041 Professional Architectural, Engineering, Landscape Architectural, and Land Surveying Services

A. Public Announcement. It is the policy of the City to publicly announce all requirements for professional architectural, engineering, landscape architectural, and land surveying services and to negotiate such contracts on the basis of demonstrated competence and qualifications at fair and reasonable prices. In procuring such services, the City may require firms to submit a statement of qualifications, performance data, and other relevant information to demonstrate their ability to perform professional services.

- (1) **Scope of Project Requirements.** Before submission of the request for proposals for professional services, an item shall be placed on the agenda for approval by the City Council, indicating the nature and scope of the professional services needed, including but not limited to the following:
 - (a) The general purpose of the service or study;
 - (b) The objectives of the study or service;
 - (c) Estimated period of time needed for the service or the study;
 - (d) The estimated cost of the service or study;

- (e) Whether the proposed study or service would or would not duplicate any prior or existing study or service;
- (f) List of current contracts, prior services, or studies which are related to the proposed research or services;
- (g) The desired qualifications, in order of importance, of the person or firm applicable to the scope and nature of the services requested.

- (2) **Distribution of Project Requirements.** All persons on the City's vendor list who have indicated an interest in being considered for the performance of such professional services and any other additional parties deemed desirable by the City Clerk shall be notified of the project requirements, including a statement of the relative importance of each of the requirements. The project requirements shall be accompanied by an Invitation to such persons to submit an indication of interest in performing the required services, and by notification of the date and time when such indications of interest are due. This date shall not be less than 14 calendar days from the date of public notice, which the City Clerk shall publish in at least one newspaper of wide general circulation in the region.
- (3) **Modification Prohibition.** After the publicized submission time and date, indications of interest shall not be modified or allowed to be modified in any manner except for correcting clerical errors or other similar minor irregularities as may be allowed by the Selection Committee (defined in Section 4.051B) before making its selection of those best qualified.
- (4) **Reuse of Existing Plans.** There shall be no public notice requirements or utilization of the selection process as provided in this section for projects in which the City can reuse existing plans from a prior project. However, public notice of any plans intended for reuse at a future time shall contain a statement indicating that the plans are subject to reuse.

B. Selection Committee Membership and Evaluation. Depending on the expected complexity and expense of the professional services to be contracted, the City may select a five-member selection committee.

- (1) **The Five-Member Committee Composition.** Membership of a selection committee shall consist of persons appointed by the Grants Coordinator, including the Finance Director, the Department Head directly impacted by the decision, the Grants Coordinator, the Mayor, and an additional Department Head.
- (2) **Selection Committee Evaluation.** Only written responses to statements of qualifications, performance data, and other data received in the purchasing office by the publicized submission time and date shall be evaluated. Only

those who have assessed written responses and are selected for a formal interview may submit additional data. From among those persons evidencing, by timely submission of written responses, an interest in performing the services, the Selection Committee shall:

- (a) prepare an alphabetical list of those persons determined by the Selection Committee to be qualified, interested, and available; and (b) designate no less than three persons, unless there were fewer than three submissions, on the alphabetical list considered by the selection committee to be best qualified to perform the work required.
- (3) **Shortlisting.** The best qualified respondents shall be based upon the Selection Committee's ability to differentiate qualifications applicable to the scope and nature of the services to be performed. The Selection Committee shall determine qualifications, interest, and availability by reviewing the written responses that express an interest in performing the services, and by conducting formal interviews of no less than three selected respondents who are determined to be best qualified based upon the evaluation of written responses. The determinations may be based upon, but not limited to, the following considerations: (a) competence, including technical education and training, experience in the kind of project to be undertaken, availability of adequate personnel, equipment and facilities, the extent of repeat business of the persons, and person to actual cost of previous projects; (b) current work load; (c) financial responsibility; (d) ability to observe and advise whether plans and specifications are being complied with, where applicable; (e) record of professional accomplishments; (f) proximity to the project involved, if applicable; (g) record of performance; and (h) ability to design an approach and work plan to meet the project requirements, where applicable.
- (4) **Interview and City Council Approval.** After conducting the formal interviews, the Selection Committee shall list those respondents interviewed in order of preference based upon the considerations listed in subsection (4) above. The respondents listed shall be considered the most qualified and shall be ranked in order of preference, starting from the top of the list. The list of best-qualified persons shall be forwarded to the City Council for approval before commencing contract negotiations. Negotiation sequence shall be based on the order of preference.

C. Negotiations by Administrative Staff.

The Administrative Staff shall conduct contract negotiations on behalf of the City of Bonifay.

Negotiation. The Administrative Staff shall negotiate a contract with the firm considered to be the most qualified to provide the services at compensation and upon terms which the Administrative Staff determines to be fair and reasonable to the City. When making

this decision, the Administrative Staff shall consider the estimated value, scope, complexity, and professional nature of the services to be rendered. Should the Administrative Staff be unable to negotiate a satisfactory contract with the firm considered to be the most qualified, negotiations with that firm shall be formally terminated. The Administrative Staff shall then undertake negotiations with the second-most qualified firm. Failing to accord with the second most qualified firm, the Administrative Staff shall formally terminate negotiations. It shall then undertake negotiations with the third most qualified firm. Should the Administrative Staff be unable to negotiate a satisfactory contract with any of the selected firms, the staff shall select additional firms in order of their competence and qualifications. The Administrative Staff shall continue negotiations in accordance with this selection until an agreement is reached or until a determination has been made not to proceed with contracting services. Upon successful negotiations, the proposal will be presented to the City Council for final approval.

4.042 Other Competitive Sealed Proposals (non-287.055 services)

A. Conditions for use. All contracts required by Section 5.05 to be awarded by competitive sealed proposals that are not for the procurement of professional architectural, engineering, landscape architectural, and land surveying services will be awarded according to the provisions of this section.

B. Consultant's Competitive Negotiation Act. Professional services within the scope of the practice of architecture, professional engineering, landscape architecture, or registered land surveying, as defined under the Consultant's Competitive Negotiation Act (Section 287.055, Florida Statutes), shall be secured under the provisions of Section 4.051.

C. City Council Approval. Proposals anticipated to exceed the threshold established in Section 4 for Competitive Sealed Proposals shall be approved by the City Council before solicitation.

D. Public Notice. Adequate public notice of the Request for Proposals shall be given in the same manner as provided in subsection 4.04C of this policy for competitive sealed bidding.

E. Evaluation Factors. The Request for Proposals shall state the relative importance of the criteria outlined in the scope of services.

F. Proposal Cancellation or Postponement. The City Clerk may, before a proposal opening, elect to cancel or postpone the date and/or time for proposal opening or submission.

G. Revisions and Discussions with Responsible Offerors. As provided in the request for proposals and under regulations promulgated by the City Council, discussions may be conducted with responsible offerors who submit proposals deemed qualified for selection, to clarify and ensure a complete understanding of, and responsiveness to, the

solicitation requirements. Offerors shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision of proposals, and such revisions may be permitted after submissions and before award for the purpose of obtaining the best and final offers. In conducting discussions, there shall be no disclosure of any information derived from proposals submitted by proposers prior to the City Clerk making a written recommendation of award to the City Council. As part of the recommendation, the City Clerk shall conduct a cost analysis, including an evaluation of profit, based on a cost breakdown provided by the firm of its proposed price.

H. Award. The City Council shall make an award to the lowest responsible offeror whose proposal is determined in writing to be the most advantageous to the City, taking into consideration the evaluation factors outlined in the Request for Proposals. No other factors or criteria shall be used in the evaluation criteria that are not included in the Request for Proposal.

4.05 Sole Source

A. Sole Source Certification. A contract may be awarded for a supply, service, material, equipment, or construction item(s) without competition when the City Clerk with the concurrence of the City Clerk, certifies in writing, after conducting a good faith review of available sources, that there is only one available source for the required material, supply, service equipment, or construction item(s). Such awards will be made within the authorized procurement limits. When a purchase exceeds five thousand dollars (\$5,000), the item will be placed on the agenda for Council approval and clarification that the vendor has been determined to be a sole source. All purchases exceeding twenty-five thousand dollars (\$25,000) will require prior DEO approval.

4.06 Cooperative Purchasing

A. State Contracts. The City Clerk is authorized to purchase goods or services for any dollar amount from authorized vendors listed on the respective state contracts of the Department of General Services, subject otherwise to the requirements of this policy.

B. Other Governmental Units. The City Clerk shall have the authority to join with other units of government in cooperative purchasing ventures when the best interests of the City would be served thereby, and the same is in accordance with this policy and with City and State law.

4.07 Bid Protest

A. Right to Protest. Any actual prospective bidder, offeror, or contractor who is aggrieved in connection with the solicitation, award, or contract may protest to the City

Council. Protestors shall seek resolution of their complaints initially with the City Clerk and secondly with the City Clerk before protesting to the City Council.

B. Filing a Protest. Any person who is adversely affected by the decision or intended decision of the City shall file with the City Clerk a notice of protest in writing within 72 hours after the posting of the bid tabulation or after receipt of the notice of intended decision and file a formal written protest within 10 calendar days after the date he/she filed the notice of protest. Failure to file a notice of protest or failure to file a formal written protest shall constitute a waiver of proceedings under this Section. A written protest is filed with the City when it is delivered to and received in the office of the City Clerk.

- (1) The notice of protest shall contain at a minimum: the name of the bidder; the bidder's address and phone number; the name of the bidder's representative to whom notices may be sent; the name and bid number of the solicitation; and a brief factual summary of the basis of the protest.
- (2) The formal written protest shall: identify the protestant and the solicitation involved; include a plain, clear statement of the grounds on which the protest is based; refer to the statutes, laws, ordinances, or other legal authorities which the protestant deems applicable to such grounds; and specifically request the relief to which the protestant deems himself entitled by application of such authorities to such grounds.

C. Settlement and Resolution. The City Clerk shall, within 14 days of the formal written protest, attempt to resolve the protest prior to any proceedings arising from the position. Provided, however, if such a settlement will have the effect of determining a substantial interest of another party or business, such a settlement must be reached in the course of the proceedings provided herein.

D. Protest Proceedings. If the protest cannot be resolved by mutual agreement, the City Clerk or designated person shall conduct a protest proceeding in accordance with the following procedures.

(1) Protest Proceeding Procedures

- (a) The presiding officer shall give reasonable notice to all substantially affected persons of businesses. Otherwise, petitions to intervene will be considered on their merits as received.
- (b) At or before the protest proceeding, the protestant may submit any arguments that they deem relevant to the issues raised.
- (c) In the proceeding, the protestant, or his representative or counsel, may also make an oral presentation of his evidence and arguments. However, neither direct nor cross-examination of a witness shall be

permitted, although the presiding officer may make whatever inquiries he/she deems pertinent to a determination of the protest.

- (d) The judicial rules of evidence shall not apply, and the presiding officer shall base his/her decision on such information given in the course of the proceeding upon which reasonable, prudent persons rely in the conduct of their affairs.
 - (e) Within seven (7) working days of the conclusion of the proceeding, the presiding officer shall render a decision which sets forth the terms and conditions of any settlement reached. Such a decision of the presiding officer shall be conclusive as to the recommendation to the City Council.
 - (f) Any party may arrange for the proceedings to be stenographically recorded and shall bear the expense of such recording.
- (2) **Intervenor.** The participation of intervenors shall be governed by the terms of the order issued in response to a petition to intervene.
 - (3) **Time Limits.** The time limits for filing protests, as provided herein, may be altered by specific provisions in the invitation for bids or request for proposals documents.
 - (4) **Entitlement to Costs.** In no case will the protesting bidder or offeror be entitled to any costs incurred in connection with the solicitation, including bid preparation costs and attorneys' fees.

E. Stay of Procurement During Protests. In the event of a timely protest under Subsection A of this Section, the City Clerk shall not proceed further with the solicitation or award of the contract until all administrative remedies have been exhausted or unless the City Council decides that the award of a contract without delay is necessary to protect the substantial interests of the City.

4.08 Contract Claims

A. Authority of the City Clerk to Settle Bid Protests and Contract Claims. The City Clerk is authorized to settle any protest regarding the solicitation or award of a City contract, or any claim arising out of the performance of a City contract, before an appeal to the City Council or the commencement of an action in a court of competent jurisdiction of \$1,000.00 or greater in value without the prior approval of the City Council.

B. Decision of the City Clerk. All claims by a contractor against the City relating to a contract, except for a bid protest, shall be submitted in writing to the City Clerk for a

decision. The contractor may request a conference with the City Clerk on the claim. Claims include, without limitation, disputes arising under a contract, as well as those based on breach of contract, mistake, misrepresentation, or other grounds for contract modification or rescission.

C. Notice to the Contractor of the City Clerk's Decision. The City Clerk's decision shall be promptly issued in writing and immediately mailed or otherwise furnished to the contractor. The decision shall state the reasons for the conclusion reached and shall inform the contractor of his appeal rights under Subsection D of this Section.

D. Finality of the City Clerk Decision; Contractor's Right to Appeal. The City Clerk's decision shall be final and conclusive unless, within ten calendar days from the date of receipt of the decision, the contractor files a notice of appeal with the City Council.

E. Failure to Render Timely Decision. If the City Clerk does not issue a written decision regarding any contract controversy within fourteen calendar days after receipt of a written request for a final decision, or within such longer period as may be agreed upon between the parties, then the aggrieved party may proceed as if an adverse decision had been issued.

4.09 Remedies for Solicitations or Awards in Violation of Law

A. Prior to Bid Opening or Closing Date for receipt of Proposals. If, before the bid opening or the closing date for receipt of proposals, the City Clerk, after consultation with the City Attorney, determines that a solicitation violates federal, state, or local law or ordinance, then the solicitation shall be canceled or revised to comply with applicable law.

B. Prior to Award. If, after bid opening or the closing date for receipt of proposals, but before the award contract, the City Clerk, after consultation with the City Attorney, determines that a solicitation or a proposed award of a contract violates federal, state, or municipal law or ordinance, then the solicitation or proposed award shall be canceled.

C. After Award. If, after award, the City Clerk, after consultation with the City Attorney, determines that a solicitation or award of a contract violated applicable law or ordinance, then:

- (1) if the person awarded the contract has not acted fraudulently or in bad faith:
 - (a) the contract may be ratified and affirmed, provided it is determined that doing so is in the best interest of the City; or
 - (b) the contract may be terminated, and the person awarded the contract shall be compensated for the actual costs reasonably incurred under the

contract plus a reasonable profit, but excluding attorney's fees, before termination; or

- (2) if the person awarded the contract has acted fraudulently or in bad faith, the contract may be declared null and void or voidable, if such action is in the best interest of the City.

Section 5 Contract Administration

5.1 Contract Provisions

A. Standard Contract Clauses and Their Modification. The City, after consultation with the City Attorney, may establish standard contract clauses for use in City contracts. However, the City Clerk may, upon consultation with the City Attorney, vary any such standard contract clauses for any particular contract.

B. Contract Clauses. All City contracts for supplies, services, and construction shall include provisions necessary to define the responsibilities and rights of the parties to the agreement. The City Clerk, after consultation with the City Attorney, may propose provisions appropriate for supply, service, or construction contracts, addressing, among others, the following subjects:

- (1) The unilateral right of the City to order, in writing, changes in the work within the scope of the contract;
- (2) The unilateral right of the City to order in writing the temporary stopping of the work or delaying performance that does not alter the scope of the contract;
- (3) Variations occurring between the estimated quantities or the working contract and the actual quantities;
- (4) Defective pricing;
- (5) Time of performance and liquidated damages;
- (6) specified excuses for delay or nonperformance;
- (7) Termination of the contract for default;
- (8) Termination of the contract in whole or in part for the convenience of the City;

- (9) Suspension of work on a construction project ordered by the City;
- (10) Site conditions differing from those indicated in the contract, or ordinarily encountered, except that a differing site conditions clause need not be included in a contract;
 - (a) When the contract is negotiated;
 - (c) When the contractor provides the site or design; or
 - (d) When the parties have otherwise agreed with respect to the risk of differing site conditions;
- (11) Value engineering proposals;
- (12) Remedies;
- (13) Access to records/retention records;
- (14) Environmental compliance; and
- (15) Prohibition against contingent fees;
- (16) Insurance to be provided by contractor covering employee, property damage, liability, and other claims, with requirements of certificates of insurance and cancellation clauses;
- (17) Bonding requirements as set by the City Council;
- (18) Causes of and authorization for suspension of contract for improper contractor activity.
- (19) The required contract clauses, as modified, under 2 CFR 200.326 and 2 CFR Part 200, Appendix II

5.2 Price Adjustments

A. Methods of Price Adjustment. Adjustments in price during the term of a contract shall be computed in one or more of the following ways upon approval by the City:

- (1) By agreement on a fixed price adjustment before commencement of the pertinent performance or as soon thereafter as practicable;
- (2) By unit prices specified in the contract or subsequently agreed upon;

- (3) By the costs attributable to the events or situations under such clauses, with adjustment of profit or fee, all as specified in the contract or subsequently agreed upon by the City;
- (4) In such other manner as the contracting parties may mutually agree;
- (5) In the absence of agreement by the parties, by a unilateral determination by the City of the costs attributable to the events or situations under such clauses, with adjustment of profit or fee as computed by the City, subject to the provisions of this section.

B. Cost or Pricing Data Required. A contractor shall be required to submit cost or pricing data if any adjustment in contract price is subject to the provisions of this Section.

5.3 Change Orders/Contract Amendments

Change orders and contract amendments, which provide for the alteration of the provisions of the contract, may be approved by the City Clerk based upon the dollar value of the change or amendment. The purchasing categories thresholds designated in Section 4.01 shall govern the appropriate level of approval.

5.4 Assignments of Contracts

No agreement made pursuant to any section of this policy shall be assigned or sublet as a whole or in part without the written consent of the City, nor shall the contractor assign any monies due or to become due to the contractor hereunder without the previous written consent of the City.

5.5 Right to Inspect Plant

The City may, at its discretion, inspect the part of the plant or place of business of a contractor or any subcontractor which is related to the performance of any contract awarded, or to be granted, by the City. The right expressed herein shall be included in all contracts or subcontracts that involve the performance of any work or service involving the City.

Section 6 Rights of City Council

Nothing in this Policy shall be deemed to abrogate, annul, or limit the right of the Council, in the best interests of the City, to reject all bids received in response to a request, to determine in its sole discretion the responsiveness and responsibility of any bidder, to approve and authorize or to enter into any contract it deems necessary and desirable for the public welfare, or to vary the

requirements of the Policy in any instance when desirable for the public good provided that such waiver doesn't violate Federal or State program requirements.

Section 7 City Procurement Records

A. Contract File. All determinations and other written records of the solicitation, award, or performance of a contract shall be maintained for the City in a contract file.

B. Retention of Procurement Records. All procurement records shall be retained and disposed of by the City in accordance with records retention guidelines and schedules established by the State of Florida.

Section 8 Specifications

8.1 Maximum Practicable Competition

All specifications shall be drafted to promote overall economy and encourage competition in satisfying the City's needs and shall not be unduly restrictive. This policy applies to all specifications, including, but not limited to, those prepared by architects, engineers, designers, and drafters for the City of Bonifay.

8.2 Use of Brand Name or Equivalent Specifications

A. Use. Brand name or equivalent specifications may be used when the City determines that:

- (1) No other design, performance, or qualified product list is available;
- (2) Time does not permit the preparation of another form of purchase description, not including a brand name specification;
- (3) The nature of the product or the nature of the City requirements makes use of a brand name or equivalent specification suitable for the procurement; or
- (4) Use of a brand name or equivalent specification is in the City's best interest.

B. Designation of Several Brand Names. Brand name or equivalent specifications shall seek to designate three, or as many different brands as are practicable, as "or equivalent" references and shall further state that the substantially equivalent products to those specified may be considered for award.

C. Required Characteristics. The brand name or equivalent specifications shall include a description of the particular design, functional, or performance characteristics required.

D. Nonrestrictive Use of Brand Name or Equivalent Specifications. Where a brand name or equivalent specification is used in a solicitation, the solicitation shall contain explanatory language that the use of a brand name is for the purpose of describing the standard of quality, performance, and characteristics desired and is not intended to limit or restrict competition.

E. Determination of Equivalents. Any prospective bidder may apply, in writing, for a pre-bid determination of equivalence by the City Clerk. If the prospective bidder provides sufficient information, the City Clerk may determine, in writing and before the bid opening time, that the proposed product would be equivalent to the brand name used in the solicitation.

F. Specifications of Equivalents Required for Bid Submittal. Vendors proposing equivalent products must include the manufacturer's specifications for those products in their bid submittal. Brand names and model numbers are used for identification and reference purposes only.

8.3 Brand-Name Specifications

A. Use of Brand-Name Specifications. Since the use of a brand name specification is restrictive of product competition, it may be used only when the City Clerk decides that only the identified brand name item or items will satisfy the City's needs.

B. Competition. The City Clerk shall seek to identify sources from which the designated brand-name item or items can be obtained and shall solicit such sources to achieve whatever degree of price competition is practicable. If only one source can supply the requirement, the procurement shall be made under Section 4.06, Sole Source Purchases.

Section 9 Ethics in Public Contracting

9.1 Criminal Penalties

To the extent that violations of the ethical standards of conduct outlined in this section constitute violations of the State Criminal Code, they shall be punishable as provided therein. Such penalties shall be in addition to civil sanctions outlined in this part.

9.2 Employee Conflict of Interest

A. Participation. It shall be unethical for any City employee, officer, or agent to participate directly or indirectly in the procurement or administration of a contract. A conflict of interest would arise when:

- (1) The City employee, officer, or agent;
- (2) Any member of his immediate family;
- (3) Their partner; or
- (4) An organization that employs, or is about to employ, any of the above has a financial or other interest in the firm selected for award. The officers, employees, or agents will neither solicit nor accept gratuities, favors, or anything of monetary value from contractors, potential contractors, or parties to sub-agreements.

B. Blind Trust. A City employee, officer, agent, or any member of their family who holds a financial interest in a disclosed blind trust shall not be deemed to have a conflict of interest concerning matters of that financial interest.

9.3 Contemporaneous Employment Prohibited

It shall be unethical for any City employee participating directly or indirectly in the procurement process to become or be employed by any person contracting with the City.

9.4 Use of Confidential Information

It shall be unethical for any employee knowingly to use confidential information for actual or anticipated personal gain, or for the actual or anticipated personal gain of any other person.

9.5 Gratuities and Kickbacks

A. Gratuities. It shall be unethical for any person to offer, give, or agree to give any City employee, officer or agent or for any City employee, officer or agent to solicit, demand,

accept, or agree to accept from another, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase requests, influencing the content of any specification or procurement standard rendering of advice, investigation, auditing, or performing in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, subcontract, or to any solicitation or proposal therefor.

B. Kickbacks. It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher-tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

C. Contract Clause. The prohibition against gratuities and kickbacks prescribed in this section shall be conspicuously outlined in every contract and solicitation, therefore.

9.6 Sanctions

A. Employee Sanctions. Upon violation of the ethical standards by an employee, officer, or agent, the City, or other appropriate authority, may:

- (1) impose one or more appropriate disciplinary actions as defined in the City Personnel rules and Regulations, up to and including termination of employment; and
- (2) may request investigation and prosecution.

B. Non-employee Sanctions. The Council may impose any one or more of the following sanctions on a non-employee for violation of the ethical standards:

- (1) written warnings;
- (2) termination of contracts; or
- (3) debarment or suspension in accordance with applicable state and federal laws.

9.7 Recovery of Value Transferred or Received in Breach of Ethical Standards

A. General Provisions. The value of anything transferred or received in breach of the ethical standards outlined in this policy by a City employee or non-employee may be recovered from both the City employee and the non-employee.

B. Recovery of Kickbacks by the City. Upon showing that a subcontractor made a kickback to a prime contractor or a higher-tier subcontractor in connection with the award of a subcontract or order thereunder, it shall be conclusively presumed that the amount thereof was included in the price of the subcontract or order and ultimately borne by the City and will be recoverable hereunder from the recipient. Additionally, the amount may also be recovered from the subcontractor who made the kickback. Recovery from one offending party shall not preclude recovery from other offending parties.

Section 10 Federal Policy Notice

10.1 Patents

If a contract involving research and development, experimental, or demonstration work is to be funded in whole or in part by assistance from a federal agency, then the contract shall include the following provisions.

A. Notice to Contractor. The contract shall give notice to the contractor of the applicable grantor agency requirements and regulations concerning reporting of, and rights to, any discovery or invention arising out of the contract.

B. Notice By Contractor. The contract shall require the contractor to include a similar provision in all subcontracts involving research and development, experimental, or demonstration work.

10.2 Notice of Federal Public Policy Requirements

A. Applicability. If the contract is being funded in whole or in part by assistance from any federal agency, the contract is subject to one or more federal public policy requirements, such as:

- (1) Equal employment opportunity;
- (2) Affirmative action;
- (3) Fair labor standards;
- (4) Energy conservation;
- (5) Environmental protection; or
- (6) Other similar socio-economic programs

B. Notice. The City Clerk shall include in the contract all necessary provisions that give the contractor notice of these requirements. Where applicable, the City Clerk shall include in the contract provisions the requirement that the contractor provide a similar notice to all of its subcontractors.

Section 11 Payment to Vendors

All payments to vendors shall also be in accordance with the amended "Prompt Payment Act", Chapter 218.70-218.80, and Florida Statutes.

Section 12 Affirmative Action Program

A. Purpose and Scope. The purpose of the Affirmative Action Program is to enhance the participation of qualified minority and women-owned businesses in providing goods and services, as well as in securing construction contracts, as required by the City Council. This program describes procedures to accomplish this purpose and to monitor and evaluate progress. All Departments and Divisions under the authority of the City Council are responsible for implementing this program.

B. Policy Statement.

- (1) It is the policy goal of the City that all of the Council-approved procurement as contained within both operating and capital improvement budgets shall be:
 - (a) made available to all qualified applicants for equal consideration regardless of race, color, religion, sex, national origin, disability, age, or genetics; and
 - (b) let through a race-neutral, competitive bid process that encourages the participation of minority and women businesses or persons.
- (2) All departments and divisions under the authority of the City Council are responsible for implementing this program and for making every reasonable effort to utilize MBEs when opportunities are available. The City Clerk will take the lead in this process by actively encouraging minority- and women-owned businesses.
- (3) Regarding the implementation of this policy, the Council intends to foster economic development in the City's area by establishing its MBE goals based

on the availability of minority and women-owned businesses located within the City. This is in no way intended to limit or restrict competition. Instead, the availability of area companies will be used to guide MBE goals. Such geographical preference may be adjusted, amended, or repealed by the City Council, with or without a public hearing, as deemed necessary, provided such decision does not violate state or federal requirements.

C. Definition. Minority Business Enterprise (MBE), as used herein, means a business that is owned and controlled at least 51% by one or more minority persons (MBE) or by one or more women (WBE) and whose management and daily operations are controlled by one or more such persons.

D. Administrative Responsibilities. The City Clerk is responsible for coordinating the Affirmative Action Program and registration.

(1) Capital Improvement Projects

- (a) Review. The City Clerk and an appropriate department representative shall review each proposed project or bid to determine the potential for utilization of MBE/WBEs, and availability of capable MBE/WBEs in the area, in relation to the scope of the bid package, and consider how a project might be broken down into sub-bids.

- (b) Pre-Bid Activity
 - i. Language regarding the Minority Business Enterprise Program will be inserted into bid specifications to assure that prospective bidders are aware of the requirement to make good faith efforts to utilize MBE/WBEs.

 - ii. Registered MBE/WBEs, the Minority Contractors Association, and other organizations for minority and women-owned businesses will be notified in writing regarding pre-bid conferences where information on project scope and specifications will be presented, along with different types of technical assistance.

 - iii. Available plans and specifications will be made available to MBE/WBE associations, along with any special instructions on how to pursue bids.

 - iv. Majority (prime) contractors on a bid list will be sent a letter outlining the Affirmative Action Program procedures, the supportive documentation required for

submittal with their bid, and a list of MBE/WBE contractors on the bid list.

- v. No contractor will be awarded a bid until the contractor has provided specific detailed documentation on how MBE/WBEs will be utilized, and the Council approves such a plan.
- vi. The MBE/WBE participation plan for a specific project and the contractor's commitment to carry out the program will become a part of the contract awarded by the City. Failure to fulfill these commitments will be deemed a breach of contract and may constitute noncompliance.

(2) Contractor Responsibilities

- (a) Contractors must indicate all MBE/WBEs contracted for quotes regarding a particular scope of work and submit a completed "Intent to Perform" sheet containing information and documentation obtained from each MBE/WBEs.
- (b) A contractor who determines that an MBE/WBEs, named in the bid submittal is unavailable or cannot perform will request approval from the City Clerk to name an acceptable alternate. Such requests will be approved when the contractor presents adequate documentation of the cause for the change.
- (c) A contractor's MBE/WBEs plan will utilize MBE/WBEs to perform commercially useful functions in the work bid. An MBE/WBE performs a commercially useful function when it is responsible for the management and performance of a distinct element of the total work.
- (d) Contractors are required to make good faith efforts to obtain MBENVBE participation when so stipulated by bid specifications and/or contracts. If these efforts are unsuccessful, the contractor will submit a non-availability or refusal to participate and will request a waiver of MBE/WBE participation.
- (e) The contractor who is the successful bidder will attend pre-construction conferences with appropriate City representatives to review the project scope and the MBE/WBE utilization plan.

- (f) The contractor who is the successful bidder must request a change order for any modification to the MBE/WBE plan. Change orders require Council approval and are contingent upon the contractor's documentation of MBE/WBE involvement in the requested change, as well as the cause of the change.

(3) WBE/MBE Contractor's Responsibilities

- (a) MBEs/WBEs must register with the City Clerk to participate in the Affirmative Action Program.
- (b) MBEs/WBEs should attend pre-construction conferences to obtain information and technical assistance on projects and bid procedures in which they (MBE/WBEs) have submitted bids.

(4) Joint Venture Responsibilities

- (a) All joint ventures between minority and non-minority contractors must meet the "joint venture" definition included in this Policy.
- (b) The use by MBE/WBEs or prime contractors of "minority fronts" or other fraudulent practices that subvert the true meaning and spirit of the Minority Business Enterprise Program will not be tolerated and may result in termination of participation.
- (c) A joint venture consisting of minority and non-minority business enterprises will be credited with MBE/WBE participation based on a percentage of the dollar amount of the work to be performed by the MBE/WBEs.
- (d) Contracts subject to this policy shall contain provisions stating that liquidated damages may be assessed against the general contractor and/or the MBE/WBE firm for violations of this policy and MBE/WBE specifications in the contract(s). Such liquidated damage provisions shall be in a form approved by the Council.

E. Fulfilling MBE/WBE Participation Requirements

For this policy, a general contractor may utilize the services of an MBE/WBE subcontractor, manufacturer, and/or supplier in estimating and satisfying the scope of work, provided that a written contract/agreement is executed between the general contractor and the subcontractor, manufacturer, and/or supplier.

F. Payment

- (1) The Council will expedite payment within thirty (30) days upon completion and acceptance of the project. Special consideration may be given to hardship cases upon notification by MBE/WBEs.
- (2) The City will provide work progress payments to all businesses at the completion and subsequent acceptance by Council representatives within various stages of a particular project.

G. Waiver of Bid Bond Requirements. The Council may, at its discretion, waive any of the requirements of this Section when it is determined to be in the best interest of the City, "provided that such waiver does not violate state or federal requirements."

H. Bid List. The City shall maintain a bid list for bid solicitations. The list shall consist of firms that apply.

- (1) The City may remove firms from the bid list for any of the following reasons:
 - (a) Consistent failure to respond to bid invitations (three (3) consecutive instances) within the last eighteen-month period; or
 - (b) Failure to update the information on file, including address, product or service description, or business description.
- (2) The City may remove firms from the bid list for the following reasons:
 - (a) Failure to perform according to contract provisions;
 - (b) Conviction in a court of law of any criminal offense in connection with the conduct of business;
 - (c) Clear and convincing evidence of a violation of any federal or state antitrust law based on the submission of bids or proposals or awarding of contracts;
 - (d) Clear and convincing evidence that the vendor has attempted to give a Council employee, officer, or agent a gratuity of any kind for the purpose of influencing a recommendation or decision in connection with any part of the Council's purchasing activity;
 - (e) Violation or circumvention of the Minority Business Enterprise Program; or

(f) Other reasons deemed appropriate by the City Council.

J. Reporting. The City Clerk or designated person will report, at least annually, to the Council on the status of the Minority Business Enterprise Program. Records will be maintained to reflect the participation of local minority and women-owned businesses, and these records will be reported.

K. Severability Clause. Each separate provision of this program is deemed independent of all other provisions herein so that if any provision or provisions are declared invalid, all other provisions hereof shall remain valid and in full force and effect.

Section 13 Equal Opportunity Statement

A. Policy Statement. The City of Bonifay is committed to eliminating discrimination based upon race, color, religion, sex or gender, sexual orientation, gender identity or expression, National origin, disability, age, genetics, marital or familial status, amnesty, citizenship, status as a covered veteran, or any other status protected by law regarding employment or contracting opportunities offered through the City.

B. Administrative Responsibilities. The City Clerk shall serve as the Equal Opportunity Officer.

Section 14 Reservation of Authority

The authority to issue or revise this policy is reserved for the City Council.

PASSED AND DULY ADOPTED in a Regular Meeting by a majority vote, with a quorum present and voting, by the City Council of the City of Bonifay, this 6th day of October, 2025.

Mayor

Interim City Clerk

Date

Date

WORK AUTHORIZATION NO. 2025 - 01 Memorial Field
to

CONTRACT FOR PROFESSIONAL CONSULTING SERVICES
BETWEEN CITY OF BONIFAY AND DAVID H. MELVIN, INC.
MEMORIAL FIELD DRAINAGE IMPROVEMENTS PROJECT

A. SUMMARY OF SERVICECS TO BE RENDERED

This work authorization addresses the necessary engineering and design services for the Memorial Field Drainage improvement project which is being funded by Florida Commerce (Grant No. HL128). This was awarded to the City of Bonifay, Florida for a total amount of \$1,000,000.00. This park is the only space locally available to the community for large outdoor events, including the Northwest Florida Championship Rodeo. The park has been deteriorating over time, and Hurricane Michael destroyed some of the park's infrastructure, including an existing paved road (South Depot Street) that causes stormwater runoff to be discharged across Memorial Field. The City of Bonifay will use the funding to address the needed roadway and drainage infrastructure improvements to correct the existing issues associated with stormwater runoff.

The scope of work is to provide construction plans for drainage and roadway improvements around Memorial Field.

B. PROJECT COST:

Engineering Fees are as follows:

Project Admin	\$10,944.00
Design and permitting	\$76,200.00
Construction Engineering Inspection	\$62,850.00
TOTAL ENGINEERING FEES	\$149,994.00

C. PROJECT SCHEDULE: This project will be completed within timeframe allowed by Florida Commerce

DATED this 6th day of October, 2025.

DAVID H. MELVIN, INC., Consultant

CITY OF BONIFAY

By:_____

By: _____

Name/Title: _____

Name/Title: _____

Attested by: _____

**Drone Replacement Program Financial Assistance Agreement
between
Florida Department of Law Enforcement
and
City of Bonifay**

This agreement is entered into by and between the Florida Department of Law Enforcement (herein referred to as "FDLE" or "Department") and the Recipient Agency named above.

WHEREAS, the Department has the authority pursuant to Florida law and does hereby agree to provide state financial assistance to the Recipient upon the terms and conditions hereinafter set forth, and

WHEREAS, The General Appropriations Act, 2023 Legislature, Section 123 provides approximately \$25,000,000 in nonrecurring funds to the Florida Department of Law Enforcement for the Drone Replacement Program established in Chapter 2023-240, Laws of Florida, and

WHEREAS, The General Appropriations Act, 2024 Legislature, Section 147, reverted and appropriated the unexpended balance of funds for use in the 2024-2025 fiscal year, and

WHEREAS, Chapter No. 2024-228, Section 44, amended Drone Replacement Program requirements, and

WHEREAS, The General Appropriations Act, 2025 Legislature, Section 132, reverted and appropriated the unexpended balance of funds for use in the 2025-2026 fiscal year, and

WHEREAS, Chapter No. 2025-199, Section 55, amended Drone Replacement Program requirements, and

WHEREAS, Section 934.50, Florida Statutes establishes rules, regulations, and security standards for the use of drones by governmental entities, and

WHEREAS, pursuant to Rule 60GG-2.0075, Florida Administrative Code, the Department of Management Services (DMS) has published minimum security standards for drones used by governmental entities; and

WHEREAS, the Recipient seeks to receive funding to purchase a drone that meets required minimum security standards.

NOW THEREFORE, in consideration of the foregoing, the parties hereto agree to this agreement as follows:

This agreement is subject to all applicable state financial assistance standard conditions provided in **Appendix B**.

The State of Florida's performance and obligation to pay under this agreement is contingent upon an appropriation by the Legislature, availability of funds, and subject to any modification in accordance with Chapter 216, Florida Statutes or the Florida Constitution.

FDLE will administer and disburse funds under this agreement in accordance with sections 215.97, 215.971, 215.981 and 215.985, F.S. for state financial assistance. The Recipient shall perform all tasks, activities, and provide deliverables, including reports, as specified in this agreement. FDLE's determination of acceptable expenditures shall be conclusive.

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.

Expenditures of state financial assistance shall be compliant with laws, rules and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures published by the Florida Department of Financial Services.

OVERVIEW AND FUNDING

Project Title: FY2025-26 Drone Replacement Program

Project Start Date: 07/01/2025

Project End Date: 06/30/2026

Program Activities and Scope of Work

The Florida Legislature amended Section 934.50, Florida Statutes during the 2022 session. By July 1, 2022 governmental agencies using any drone not produced by an approved manufacturer must implement a plan to discontinue the use of the such drone by January 1, 2023. This grant provides funding for the Recipient to purchase drones that meet the compliance requirements outlined in Rule 60GG-2.0075, Florida Administrative Code.

The Recipient must prepare a Drone Funding Request Form (**Appendix A**) to receive funding under the revised program guidelines in Chapter 2025-199, Section 55, Laws of Florida. This form includes information about the recipient agency and how many drones they anticipate purchasing. The Department will review the request and allocate funding based on the information provided. The Recipient will be awarded funds, not to exceed \$25,000 per compliant drone, approved by the Department on the Drone Funding Request Form (**Appendix A**).

DELIVERABLES

As stated in the scope and responsibilities above, the Recipient shall purchase new drones that are compliant with Rule 60GG-2.0075, Florida Administrative Code.

DISTRIBUTION AND PAYMENTS

This award is a cost-reimbursement agreement with the ability to request a cash advance. The Recipient will be awarded funds, not to exceed \$25,000 for each compliant drone approved to purchase under this award.

Any funds paid in excess of the amount to which the participating agency is entitled under the terms and conditions of the agreement must be refunded to FDLE. Factual misrepresentations of drone purchases or other certifications will result in the loss of funding.

Funds under this agreement will be disbursed when all the following criteria are met:

- Executed agreement is signed by the Chief Official and provided to OCJGSFA@fdle.state.fl.us;
- The Drone Funding Request Form (Appendix A) is prepared and signed by the Chief Official and provided to OCJGSFA@fdle.state.fl.us; and
- Criteria is met for Option 1 (Reimbursement) or Option 2 (Cash Advance):

Option 1 = Reimbursement: The Recipient may use its own funds to purchase the compliant drone and provide documentation related to the purchase including: purchase order, invoice, and proof of payment (cancelled check, bank/card statement, etc.).

Option 2 = Cash Advance: The Recipient may request a cash advance to receive program funds and subsequently purchase the compliant drone. In order to qualify for this method of payment, the Recipient must provide a valid, executed purchase order and must be ready to order the compliant drone immediately upon the receipt of advanced funds. The Recipient must

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CSFA: 71.092

provide documentation of purchase (invoice) and proof of payment (cancelled check, bank/card statement, etc.) within 45 days of receiving the advanced funds. Failure to provide documentation within 45 days will result in the Recipient being required to submit a refund to FDLE.

FDLE GRANT MANAGEMENT CONTACTS

The following individuals can assist with any program related questions or concerns:

FDLE Grant Manager

Name: Patricia Stark
Title: Government Analyst II
Phone: 850-617-1252
Email: PatriciaStark@fdle.state.fl.us

FDLE Alternate Contact

Name: Tennille Robinette
Title: Research & Planning Administrator
Phone: 850-617-1268
Email: TennilleRobinette@fdle.state.fl.us

If you are unable to reach either member above directly, please call the Bureau of Criminal Justice Grants main line at 850-617-1250 or email OCJGSFA@fdle.state.fl.us.

RECIPIENT CONTACTS

For assistance with any contract or financial questions, the Florida Department of Law Enforcement can contact:

Contract/Grant Manager:

(please print)

Name: Sierra Smith
Title: Grants Coordinator
Phone: 850.703.9448
Email: sierra.smith@cityofbonifay.com

Chief Official

(please print)

Name: Larry Cook
Title: Mayor
Phone: 850.703.6821
Email: larry.cook@cityofbonifay.com

Financial Contact:

(please print)

Name: Tracy Walker
Title: Finance Director
Phone: 850.703.9585
Email: tracy.walker@cityofbonifay.com

Alternate Point-of- Contact

(please print)

Name: Johnny Whitaker
Title: Chief of Police
Phone: 850.703.6645
Email: Johnny.whitaker@cityofbonifay.com

Recipient's Vendor ID (FEID/EIN): 596000280

Please provide the Remittance/Payment Address where a check should be mailed if the Recipient is not set up for EFTs from the State of Florida:

Entity Name:

Address 1:

Address 2:

City, State, Zip:

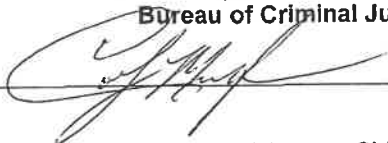
Award #: 3X234
CSFA: 71.092

SIGNATURES

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

Modifications to this page, including strikeouts, whiteout, etc. are not permitted.

Florida Department of Law Enforcement
Bureau of Criminal Justice Grants

Signature:  Date: 9/29/25
Printed Name and Title: Cody Menacof, Bureau Chief

Recipient

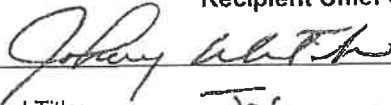
The award is not valid until signed and dated by all required parties including either the Chief Official or Designee below. Any Designee signatures must be accompanied by documentation granting the authority to execute this agreement.

Recipient Chief Official

Signature:  Date: 09.26.2025
Printed Name and Title: Larry Cook, Mayor

*** If using a designee, sign the Chief Official Designee section below***

Recipient Chief Official Designee

Signature:  Date: 09.26.2025
Printed Name and Title: Johnny Whitaker

Additional Recipient Signatures (optional)

If your local process requires additional signatures (i.e., legal, clerk, etc.) use the spaces below.

Signature: _____ Date: _____
Printed Name and Title: _____

Signature: _____ Date: _____
Printed Name and Title: _____

Award #: 3X234
CSFA: 71.092

Appendix A – Drone Funding Request Form

Recipient:

County: Holmes* 

1. Recipient Type (select all that apply):

- ☒ New Recipient (no funds received under this program)
- ☒ Located in a fiscally constrained county
- None of the above

2. How many drone pilots do you currently have on staff? 0

3. How many additional pilots are you seeking to train/certify? 2

4. How many compliant drones do you currently have in your fleet? 0

5. How many additional drones are you seeking with these funds? 1

Based on your request, you are seeking an award amount of \$ 25,000.00
(max reimbursement of \$25,000 per drone)

Provide any additional information we should consider when reviewing this request.
The Bonifay Police Department is committed to leveraging technology to improve public safety, reduce response times, and enhance officer safety. A drone program would allow our department to conduct aerial surveillance during critical incidents such as search-and-rescue operations, traffic accidents, missing person cases, and natural disasters. Drones would also provide a cost-effective tool for crime scene documentation, crowd monitoring during community events, and real-time intelligence in high-risk situations, reducing the need to put officers directly in harm’ s way. Additionally, this program will strengthen regional partnerships by providing mutual aid support to surrounding jurisdictions when aerial capabilities are needed.

By signing below, I am submitting the request to receive funding in accordance with the revised Drone Replacement Program guidelines cited above.

Signature: Date: 09.29.2025

Name/Title: Grants Coordinator/ Public Information Officer

**** FDLE BUREAU OF CRIMINAL JUSTICE GRANTS ONLY ****

The Recipient may purchase 1 drones and receive reimbursement of up to \$25,000 each, not to exceed the award amount of: \$ 25,000

Authorized Official



Date

9/29/25

Award #:
CSFA: 71.092

Appendix B – FY2025-26 State Financial Assistance Standard Conditions

The following terms and conditions will be binding upon approval of the grant award and execution of the contract by both the Recipient and the Florida Department of Law Enforcement. 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.

SECTION I: PROJECT IMPLEMENTATION

Legal Authority: 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.

Not Operational within 60 and 90 Days: If a project is not operational within 60 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 90 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 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).

SECTION II: PAYMENTS

Obligation to Pay: The State of Florida’s obligation to pay under this agreement is contingent upon an appropriation by the Legislature.

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

Advance Funding (Drone Program Only): Advance funding may be provided to a Recipient upon completion and submission of the following to the assigned FDLE Grant Manager: (1) a completed “Compliant Drone Cash Advance Request” form, (2) a valid, executed Purchase Order, and (3) vendor quote(s) for the compliant drone. The request form must be signed by the Chief Official. Advanced funds must be spent on drone purchase within 30 days of receipt. In order to reconcile the Cash Advance, the Recipient must provide the invoice and proof of payment for the compliant drone to the assigned FDLE Grant Manager within 45 days of the receipt of the advanced funding. Should extenuating circumstances arise which prevent the expenditure of advance funds within 30 days of receipt, or the provision of required documentation to reconcile the funds, a written request to retain the funds must be provided by the Recipient and approved by the Department. Failure to provide documentation will result in a refund of any advanced funding.

SECTION III: PROJECT AND GRANT MANAGEMENT

Personnel Changes: The Recipient must notify the FDLE grant manager of any change in the Chief Officials or Project Director or any change in contact information, including mailing address, phone number, email, or title change.

Award #:
CSFA: 71.092

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

Financial Management: The Recipient must have a financial management system 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 maximum reimbursement for each type of travel cost shall not exceed rates established in State of Florida Travel Guidelines, §112.061, F.S.

Subcontracts: Recipient agrees that all employees, subcontractors, or agents performing work under the agreement shall be properly trained individuals who meet or exceed any specified training qualifications. Recipient agrees to be responsible for all work performance and all expenses incurred in fulfilling the obligations of this agreement, and will not assign the responsibility for this agreement to another party. If the Recipient subcontracts any or all of the work required under this agreement, the Recipient must provide a completed DFS-A2-NS (Recipient-Subrecipient vs. Vendor Determination) form and a copy of the executed subcontract 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 Request for Grant Adjustment to the FDLE grant manager for substantive changes such as: scope modifications, 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 affecting 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.

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.

SECTION IV: 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.

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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 §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 §215.473, F.S., or engaged in business operations in Cuba or Syria. In the event that federal law ceases to authorize the states to adopt and enforce the contracting prohibition identified herein, this provision shall be null and void.

Discriminatory Vendors: The Recipient shall disclose to the Department if it or any of its affiliates, as defined by §287.134(1)(a), F.S. appears on the discriminatory vendors list. An entity or affiliate placed on the discriminatory vendor list pursuant to §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, Bureau of Criminal Justice Grants 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.

Non-Disclosure Agreements: 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 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.

SECTION V: 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.

Lobbying Prohibited: The Recipient shall comply with the provisions of 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

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be used directly or indirectly to influence legislation or any other official action by the Florida Legislature or any state agency.

State of Florida E.O. 20-44: Public-Private Partnerships: Any entity named in statute with which the agency must form a sole-source, public-private agreement; and any nongovernmental Recipient receiving 50% or more of their annual budget from any combination of state or federal funding must submit an annual report to the Bureau of Criminal Justice Grants. The report must include the most recent IRS Form 990, detailing the total compensation for the entities' executive leadership teams. Total compensation shall include salary, bonuses, cashed-in leave, cash equivalents, severance pay, retirement benefits, deferred compensation, real-property gifts, and any other payout. In addition, the Recipient must agree through appropriate contract or grant agreement amendment to inform the agency of any changes in total executive compensation between the annual reports. All compensation reports must indicate what percent of compensation comes directly from the State or Federal allocations to the Recipient.

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.

E-Verify: The Department shall consider the employment by any contractor of unauthorized aliens a violation of section 274(e) of the Immigration and Nationalization Act. Such violation shall be cause for unilateral cancellation of this contract. Pursuant to F.S. 448.095, the Contracting Party and any subcontractors are required to register with and use the E-Verify system operated by the U.S. Department of Homeland Security beginning on January 1, 2021. The Contracting Party and any subcontractors are prohibited from entering into contracts with one another unless all parties register and use the E-Verify system. Subcontractors who enter into contracts with the Contracting Party are required to provide a certification that the subcontractor does not employ or use unauthorized aliens as defined in the statute, a copy of which the Contracting Party must maintain. The Contracting Party and any subcontractors are required to terminate a contract if a party has a good faith belief that another party is in violation of F.S. 448.09(1), prohibiting the employment of unauthorized aliens. If a public employer has a good faith belief that the subcontractor has violated these requirements, but that the Contracting Party has otherwise complied, the public employer must notify the Contracting Party to terminate its contract with the subcontractor. A party may challenge a contract termination in accordance with these requirements. A penalized Contractor is prohibited from obtaining another contract with a public employer for at least one year.

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.

Public Records: As required by 287.058(1)(c), F.S., the Recipient shall allow public access to all documents, papers, letters, or other public records as defined in 119.011(12), F.S. as prescribed by 119.07(1) F.S., made or received by the Recipient in conjunction with this agreement, except 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.

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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.

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 §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.

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 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.

SECTION VI: RECORDS, AUDITS, AND INFORMATION 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 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.

Records Inspection: Pursuant to Section 216.1366, F.S., in order to preserve the interest of the state in the prudent expenditure of state funds, the Department shall be authorized to inspect the (a) Financial records, papers, and documents of the Contractor that are directly related to the performance of the Contract or the expenditure of state funds, and (b) Programmatic records, papers, and documents of the Contractor which the Department determines are necessary to monitor the performance of the Contract or to ensure that the terms of the Contract are being met. The Contractor shall provide such records, papers, and documents requested by the Department within ten (10) business days after the request is made.

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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, including requests related to desk reviews, enhanced programmatic desk reviews, site visits, and/or Florida Department of Financial Services contract reviews and Expanded Audits of Payment (EAP). The Recipient agrees to provide the Department all documentation necessary to complete monitoring of the award and verify expenditures in accordance with 215.971, F.S. Further, the Recipient agrees to abide by reasonable deadlines set by the Department for providing requested documents. 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.

Florida Single Audit Act (FSAA): The Recipient shall comply and cooperate immediately with any inspections, reviews, investigations, or audits deemed necessary by The Office of the Inspector General (§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, the Recipient must have a single audit or project-specific audit in accordance with §215.97, F.S. and the applicable rules of the Department of Financial Services and the Auditor General. In determining the state financial assistance expended in its fiscal year, the Recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Law Enforcement, other state agencies, and other non-state entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a non-state entity for Federal program matching requirements. The schedule of expenditures should disclose the expenditures by contract/agreement number for each contract with the Department in effect during the audit period. All questioned costs and liabilities due the Department shall be fully disclosed in the audit report package with reference to the specific contract number. If the Recipient expends less than \$750,000 in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of 215.97, F.S., is not required. In the event that the Recipient expends less than \$750,000 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of 215.97, F.S., the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the Recipient's resources obtained from other than State entities). Pursuant to 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 §215.97, F.S. In such an event, the state awarding agency must arrange for funding the full cost of such additional audits. Any reports, management letters, or other information required to be submitted to the Department pursuant to this agreement shall be submitted within nine (9) months after the end of the Recipient's fiscal year or within 30 days of the Recipient's receipt of the audit report, whichever occurs first, unless otherwise required by Florida Statutes. 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:
 Florida Department of Law Enforcement
 Bureau of Criminal Justice Grants
 ATTN: State Financial Assistance
 Post Office Box 1489 Tallahassee, Florida 32302-1489

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

Criminal Justice Information Data Security: Acceptance of this award, constitutes understanding that transmission of Criminal Justice Information (CJI) between locations must be encrypted to conform to the Federal Bureau of Investigation (FBI) Criminal Justice Information Services (CJIS) Security Policy.

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Recipient's Confidential and Exempt Information: By executing this agreement, the Recipient acknowledges that any information not marked as "confidential" or "exempt" will be posted by the Department on the public website maintained by the Department of Financial Services pursuant to 215.985, F.S. The Recipient agrees that, upon written request of the Department, it shall promptly provide to the Department a written statement of the basis for the exemption applicable to each provision identified by the Recipient as "confidential" or "exempt", including the statutory citation to an exemption created or afforded by statute, and state with particularity the reasons for the conclusion that the provision is exempt or confidential. Any claim by Recipient of trade secret (proprietary) confidentiality for any information contained in Recipient's documents (reports, deliverables or work papers, etc., in paper or electronic form) submitted to the Department in connection with this agreement cannot be waived, unless the claimed confidential information is submitted in accordance with the following two paragraphs.

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

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

SECTION VII: PENALTIES, TERMINATION, DISPUTE RESOLUTION, AND LIABILITY

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 §119.07(1), F.S. The Department shall be the final authority as to the appropriation, availability and adequacy of funds. In the event the Recipient fails to fully comply with the terms and conditions of this agreement, the Department may terminate the agreement upon written notice. Such notice may be issued without providing an opportunity for cure if it specifies the nature of the noncompliance and states that provision for cure would adversely affect the interests of the State or is not permitted by law or regulation. Otherwise, notice of termination will be issued after the Recipient's failure to fully cure such noncompliance within the time specified in a written notice of noncompliance issued by the Department specifying the nature of the noncompliance and the actions required to cure such noncompliance. In addition, the Department may employ the default provisions in Rule 60A-1.006(3), F.A.C., but is not required to do so in order to terminate the agreement. The Department's failure to demand performance of any provision of this agreement shall not be deemed a waiver of such performance. The Department's waiver of any one breach of any provision of this agreement shall not be deemed to be a waiver of any other breach and neither event shall be construed to be a modification of the terms and conditions of this agreement. The provisions herein do not limit the Department's right to remedies at law or in equity. The validity of this agreement is subject to the truth and accuracy of all the information, representations, and materials submitted or provided by the Recipient in this agreement, in any subsequent submission or response to Department request, or in any

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submission or response to fulfill the requirements of this agreement, and such information, representations, and materials are incorporated by reference. The lack of accuracy thereof or any material changes shall, at the option of the Department and with thirty (30) days written notice to the Recipient, cause the termination of this agreement and the release of the Department from all its obligations to the Recipient. This agreement shall be construed under the laws of the State of Florida, and venue for any actions arising out of this agreement shall lie in Leon County. If any provision hereof is in conflict with any applicable statute or rule, or is otherwise unenforceable, then such provision shall be deemed null and void to the extent of such conflict, and shall be deemed severable, but shall not invalidate any other provision of this agreement. No waiver by the Department of any right or remedy granted hereunder or failure to insist on strict performance by the Recipient shall affect or extend or act as a waiver of any other right or remedy of the Department hereunder, or affect the subsequent exercise of the same right or remedy by the Department for any further or subsequent default by the Recipient. Any power of approval or disapproval granted to the Department under the terms of this agreement shall survive the terms and life of this agreement as a whole. The agreement may be executed in any number of counterparts, any one of which may be taken as an original. In the event of termination, the Recipient will be compensated for any work satisfactorily completed through the date of termination or an earlier date of suspension of work.

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

Liability: Unless the Recipient is a state agency or subdivision, the Recipient shall be solely responsible to parties with whom it shall deal in carrying out the terms of this agreement, and shall save the Department harmless against all claims of whatever nature by third parties arising out of the performance of work under this agreement. For purposes of this agreement, Recipient agrees that it is not an employee or agent of the Department, but is an independent contractor. Nothing herein shall be construed as consent by a state agency of the State of Florida to be sued by third parties in any matter arising out of any contract. Nothing shall be construed affect in any way the Recipient rights, privileges, and immunities under the doctrine of "sovereign immunity" and as set forth in 768.28, F.S.

**Drone Replacement Program Financial Assistance Agreement
between
Florida Department of Law Enforcement
and
City of Bonifay**

This agreement is entered into by and between the Florida Department of Law Enforcement (herein referred to as "FDLE" or "Department") and the Recipient Agency named above.

WHEREAS, the Department has the authority pursuant to Florida law and does hereby agree to provide state financial assistance to the Recipient upon the terms and conditions hereinafter set forth, and

WHEREAS, The General Appropriations Act, 2023 Legislature, Section 123 provides approximately \$25,000,000 in nonrecurring funds to the Florida Department of Law Enforcement for the Drone Replacement Program established in Chapter 2023-240, Laws of Florida, and

WHEREAS, The General Appropriations Act, 2024 Legislature, Section 147, reverted and appropriated the unexpended balance of funds for use in the 2024-2025 fiscal year, and

WHEREAS, Chapter No. 2024-228, Section 44, amended Drone Replacement Program requirements, and

WHEREAS, The General Appropriations Act, 2025 Legislature, Section 132, reverted and appropriated the unexpended balance of funds for use in the 2025-2026 fiscal year, and

WHEREAS, Chapter No. 2025-199, Section 55, amended Drone Replacement Program requirements, and

WHEREAS, Section 934.50, Florida Statutes establishes rules, regulations, and security standards for the use of drones by governmental entities, and

WHEREAS, pursuant to Rule 60GG-2.0075, Florida Administrative Code, the Department of Management Services (DMS) has published minimum security standards for drones used by governmental entities; and

WHEREAS, the Recipient seeks to receive funding to purchase a drone that meets required minimum security standards.

NOW THEREFORE, in consideration of the foregoing, the parties hereto agree to this agreement as follows:

This agreement is subject to all applicable state financial assistance standard conditions provided in **Appendix B**.

The State of Florida's performance and obligation to pay under this agreement is contingent upon an appropriation by the Legislature, availability of funds, and subject to any modification in accordance with Chapter 216, Florida Statutes or the Florida Constitution.

FDLE will administer and disburse funds under this agreement in accordance with sections 215.97, 215.971, 215.981 and 215.985, F.S. for state financial assistance. The Recipient shall perform all tasks, activities, and provide deliverables, including reports, as specified in this agreement. FDLE's determination of acceptable expenditures shall be conclusive.

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.

Expenditures of state financial assistance shall be compliant with laws, rules and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures published by the Florida Department of Financial Services.

OVERVIEW AND FUNDING

Project Title: FY2025-26 Drone Replacement Program

Project Start Date: 07/01/2025

Project End Date: 06/30/2026

Program Activities and Scope of Work

The Florida Legislature amended Section 934.50, Florida Statutes during the 2022 session. By July 1, 2022 governmental agencies using any drone not produced by an approved manufacturer must implement a plan to discontinue the use of the such drone by January 1, 2023. This grant provides funding for the Recipient to purchase drones that meet the compliance requirements outlined in Rule 60GG-2.0075, Florida Administrative Code.

The Recipient must prepare a Drone Funding Request Form (**Appendix A**) to receive funding under the revised program guidelines in Chapter 2025-199, Section 55, Laws of Florida. This form includes information about the recipient agency and how many drones they anticipate purchasing. The Department will review the request and allocate funding based on the information provided. The Recipient will be awarded funds, not to exceed \$25,000 per compliant drone, approved by the Department on the Drone Funding Request Form (**Appendix A**).

DELIVERABLES

As stated in the scope and responsibilities above, the Recipient shall purchase new drones that are compliant with Rule 60GG-2.0075, Florida Administrative Code.

DISTRIBUTION AND PAYMENTS

This award is a cost-reimbursement agreement with the ability to request a cash advance. The Recipient will be awarded funds, not to exceed \$25,000 for each compliant drone approved to purchase under this award.

Any funds paid in excess of the amount to which the participating agency is entitled under the terms and conditions of the agreement must be refunded to FDLE. Factual misrepresentations of drone purchases or other certifications will result in the loss of funding.

Funds under this agreement will be disbursed when all the following criteria are met:

- Executed agreement is signed by the Chief Official and provided to OCJGSFA@fdle.state.fl.us;
- The Drone Funding Request Form (Appendix A) is prepared and signed by the Chief Official and provided to OCJGSFA@fdle.state.fl.us; and
- Criteria is met for Option 1 (Reimbursement) or Option 2 (Cash Advance):

Option 1 = Reimbursement: The Recipient may use its own funds to purchase the compliant drone and provide documentation related to the purchase including: purchase order, invoice, and proof of payment (cancelled check, bank/card statement, etc.).

Option 2 = Cash Advance: The Recipient may request a cash advance to receive program funds and subsequently purchase the compliant drone. In order to qualify for this method of payment, the Recipient must provide a valid, executed purchase order and must be ready to order the compliant drone immediately upon the receipt of advanced funds. The Recipient must

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provide documentation of purchase (invoice) and proof of payment (cancelled check, bank/card statement, etc.) within 45 days of receiving the advanced funds. Failure to provide documentation within 45 days will result in the Recipient being required to submit a refund to FDLE.

FDLE GRANT MANAGEMENT CONTACTS

The following individuals can assist with any program related questions or concerns:

FDLE Grant Manager

Name: Patricia Stark
Title: Government Analyst II
Phone: 850-617-1252
Email: PatriciaStark@fdle.state.fl.us

FDLE Alternate Contact

Name: Tennille Robinette
Title: Research & Planning Administrator
Phone: 850-617-1268
Email: TennilleRobinette@fdle.state.fl.us

If you are unable to reach either member above directly, please call the Bureau of Criminal Justice Grants main line at 850-617-1250 or email OCJGSFA@fdle.state.fl.us.

RECIPIENT CONTACTS

For assistance with any contract or financial questions, the Florida Department of Law Enforcement can contact:

Contract/Grant Manager:

(please print)

Name: Sierra Smith
Title: Grants Coordinator
Phone: 850.703.9448
Email: sierra.smith@cityofbonifay.com

Chief Official

(please print)

Name: Larry Cook
Title: Mayor
Phone: 850.703.6821
Email: larry.cook@cityofbonifay.com

Financial Contact:

(please print)

Name: Tracy Walker
Title: Finance Director
Phone: 850.703.9585
Email: tracy.walker@cityofbonifay.com

Alternate Point-of- Contact

(please print)

Name: Travis Cook
Title: Fire Chief
Phone: 850.326.8722
Email: travis.cook@cityofbonifay.com

Recipient's Vendor ID (FEID/EIN): 596000280

Please provide the Remittance/Payment Address where a check should be mailed if the Recipient is not set up for EFTs from the State of Florida:

Entity Name:

Address 1:

Address 2:

City, State, Zip:

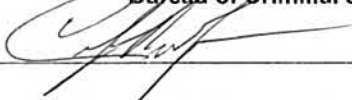
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SIGNATURES

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

Modifications to this page, including strikeouts, whiteout, etc. are not permitted.

**Florida Department of Law Enforcement
Bureau of Criminal Justice Grants**

Signature:  Date: 9/30/25
Printed Name and Title: Cody Menacof, Bureau Chief

Recipient

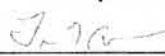
The award is not valid until signed and dated by all required parties including either the Chief Official or Designee below. Any Designee signatures must be accompanied by documentation granting the authority to execute this agreement.

Recipient Chief Official

Signature:  Date: 09.29.25
Printed Name and Title: Larry Cook, Mayor

*** If using a designee, sign the Chief Official Designee section below***

Recipient Chief Official Designee

Signature:  Date: 9/29/2025
Printed Name and Title: Travis F. Cook, Fire Chief

Additional Recipient Signatures (optional)

If your local process requires additional signatures (i.e., legal, clerk, etc.) use the spaces below.

Signature: _____ Date: _____
Printed Name and Title: _____

Signature: _____ Date: _____
Printed Name and Title: _____

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Appendix A – Drone Funding Request Form

Recipient: County: Holmes* ☐

1. Recipient Type (select all that apply):
- ☒ New Recipient (no funds received under this program)
 - ☒ Located in a fiscally constrained county
 - ☐ None of the above
2. How many drone pilots do you currently have on staff? 0
3. How many additional pilots are you seeking to train/certify? 2
4. How many compliant drones do you currently have in your fleet? 0
5. How many additional drones are you seeking with these funds? 1

Based on your request, you are seeking an award amount of \$ 25,000.00
(max reimbursement of \$25,000 per drone)

Provide any additional information we should consider when reviewing this request.

The Bonifay Fire Rescue team seeks to integrate drone technology into its emergency response operations to improve both firefighter safety and community outcomes. Drones will allow us to quickly assess fire scenes, locate hotspots, and identify hazards without delaying critical response actions. In hazardous material incidents or structural collapses, drones can provide real-time situational awareness, helping us protect personnel while still making informed tactical decisions. They will also enhance our ability to conduct search-and-rescue missions in wooded or hard-to-reach areas, particularly following hurricanes, tornadoes, or flooding events that impact Holmes County. This technology will directly improve our capacity to save lives and safeguard property while making our operations more efficient and cost-effective.

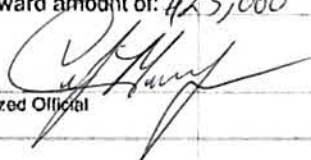
By signing below, I am submitting the request to receive funding in accordance with the revised Drone Replacement Program guidelines cited above.

Signature:  Date: 09.29.2025

Name/Title: Grants Coordinator/ Public Information Officer

**** FDLE BUREAU OF CRIMINAL JUSTICE GRANTS ONLY ****

The Recipient may purchase 1 drones and receive reimbursement of up to \$25,000 each, not to exceed the award amount of: \$25,000


Authorized Official

9/30/25
Date

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Appendix B – FY2025-26 State Financial Assistance Standard Conditions

The following terms and conditions will be binding upon approval of the grant award and execution of the contract by both the Recipient and the Florida Department of Law Enforcement. 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.

SECTION I: PROJECT IMPLEMENTATION

Legal Authority: 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.

Not Operational within 60 and 90 Days: If a project is not operational within 60 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 90 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 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).

SECTION II: PAYMENTS

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

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

Advance Funding (Drone Program Only): Advance funding may be provided to a Recipient upon completion and submission of the following to the assigned FDLE Grant Manager: (1) a completed "Compliant Drone Cash Advance Request" form, (2) a valid, executed Purchase Order, and (3) vendor quote(s) for the compliant drone. The request form must be signed by the Chief Official. Advanced funds must be spent on drone purchase within 30 days of receipt. In order to reconcile the Cash Advance, the Recipient must provide the invoice and proof of payment for the compliant drone to the assigned FDLE Grant Manager within 45 days of the receipt of the advanced funding. Should extenuating circumstances arise which prevent the expenditure of advance funds within 30 days of receipt, or the provision of required documentation to reconcile the funds, a written request to retain the funds must be provided by the Recipient and approved by the Department. Failure to provide documentation will result in a refund of any advanced funding.

SECTION III: PROJECT AND GRANT MANAGEMENT

Personnel Changes: The Recipient must notify the FDLE grant manager of any change in the Chief Officials or Project Director or any change in contact information, including mailing address, phone number, email, or title change.

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

Financial Management: The Recipient must have a financial management system 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 maximum reimbursement for each type of travel cost shall not exceed rates established in State of Florida Travel Guidelines, §112.061, F.S.

Subcontracts: Recipient agrees that all employees, subcontractors, or agents performing work under the agreement shall be properly trained individuals who meet or exceed any specified training qualifications. Recipient agrees to be responsible for all work performance and all expenses incurred in fulfilling the obligations of this agreement, and will not assign the responsibility for this agreement to another party. If the Recipient subcontracts any or all of the work required under this agreement, the Recipient must provide a completed DFS-A2-NS (Recipient-Subrecipient vs. Vendor Determination) form and a copy of the executed subcontract 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 Request for Grant Adjustment to the FDLE grant manager for substantive changes such as: scope modifications, 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 affecting 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.

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.

SECTION IV: 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.

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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 §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 §215.473, F.S., or engaged in business operations in Cuba or Syria. In the event that federal law ceases to authorize the states to adopt and enforce the contracting prohibition identified herein, this provision shall be null and void.

Discriminatory Vendors: The Recipient shall disclose to the Department if it or any of its affiliates, as defined by §287.134(1)(a), F.S. appears on the discriminatory vendors list. An entity or affiliate placed on the discriminatory vendor list pursuant to §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, Bureau of Criminal Justice Grants 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.

Non-Disclosure Agreements: 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 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.

SECTION V: 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.

Lobbying Prohibited: The Recipient shall comply with the provisions of 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

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be used directly or indirectly to influence legislation or any other official action by the Florida Legislature or any state agency.

State of Florida E.O. 20-44: Public-Private Partnerships: Any entity named in statute with which the agency must form a sole-source, public-private agreement; and any nongovernmental Recipient receiving 50% or more of their annual budget from any combination of state or federal funding must submit an annual report to the Bureau of Criminal Justice Grants. The report must include the most recent IRS Form 990, detailing the total compensation for the entities' executive leadership teams. Total compensation shall include salary, bonuses, cashed-in leave, cash equivalents, severance pay, retirement benefits, deferred compensation, real-property gifts, and any other payout. In addition, the Recipient must agree through appropriate contract or grant agreement amendment to inform the agency of any changes in total executive compensation between the annual reports. All compensation reports must indicate what percent of compensation comes directly from the State or Federal allocations to the Recipient.

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.

E-Verify: The Department shall consider the employment by any contractor of unauthorized aliens a violation of section 274(e) of the Immigration and Nationalization Act. Such violation shall be cause for unilateral cancellation of this contract. Pursuant to F.S. 448.095, the Contracting Party and any subcontractors are required to register with and use the E-Verify system operated by the U.S. Department of Homeland Security beginning on January 1, 2021. The Contracting Party and any subcontractors are prohibited from entering into contracts with one another unless all parties register and use the E-Verify system. Subcontractors who enter into contracts with the Contracting Party are required to provide a certification that the subcontractor does not employ or use unauthorized aliens as defined in the statute, a copy of which the Contracting Party must maintain. The Contracting Party and any subcontractors are required to terminate a contract if a party has a good faith belief that another party is in violation of F.S. 448.09(1), prohibiting the employment of unauthorized aliens. If a public employer has a good faith belief that the subcontractor has violated these requirements, but that the Contracting Party has otherwise complied, the public employer must notify the Contracting Party to terminate its contract with the subcontractor. A party may challenge a contract termination in accordance with these requirements. A penalized Contractor is prohibited from obtaining another contract with a public employer for at least one year.

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.

Public Records: As required by 287.058(1)(c), F.S., the Recipient shall allow public access to all documents, papers, letters, or other public records as defined in 119.011(12), F.S. as prescribed by 119.07(1) F.S., made or received by the Recipient in conjunction with this agreement, except 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.

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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.

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 §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.

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 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.

SECTION VI: RECORDS, AUDITS, AND INFORMATION 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 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.

Records Inspection: Pursuant to Section 216.1366, F.S., in order to preserve the interest of the state in the prudent expenditure of state funds, the Department shall be authorized to inspect the (a) Financial records, papers, and documents of the Contractor that are directly related to the performance of the Contract or the expenditure of state funds, and (b) Programmatic records, papers, and documents of the Contractor which the Department determines are necessary to monitor the performance of the Contract or to ensure that the terms of the Contract are being met. The Contractor shall provide such records, papers, and documents requested by the Department within ten (10) business days after the request is made.

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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, including requests related to desk reviews, enhanced programmatic desk reviews, site visits, and/or Florida Department of Financial Services contract reviews and Expanded Audits of Payment (EAP). The Recipient agrees to provide the Department all documentation necessary to complete monitoring of the award and verify expenditures in accordance with 215.971, F.S. Further, the Recipient agrees to abide by reasonable deadlines set by the Department for providing requested documents. 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.

Florida Single Audit Act (FSAA): The Recipient shall comply and cooperate immediately with any inspections, reviews, investigations, or audits deemed necessary by The Office of the Inspector General (§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, the Recipient must have a single audit or project-specific audit in accordance with §215.97, F.S. and the applicable rules of the Department of Financial Services and the Auditor General. In determining the state financial assistance expended in its fiscal year, the Recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Law Enforcement, other state agencies, and other non-state entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a non-state entity for Federal program matching requirements. The schedule of expenditures should disclose the expenditures by contract/agreement number for each contract with the Department in effect during the audit period. All questioned costs and liabilities due the Department shall be fully disclosed in the audit report package with reference to the specific contract number. If the Recipient expends less than \$750,000 in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of 215.97, F.S., is not required. In the event that the Recipient expends less than \$750,000 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of 215.97, F.S., the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the Recipient's resources obtained from other than State entities). Pursuant to 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 §215.97, F.S. In such an event, the state awarding agency must arrange for funding the full cost of such additional audits. Any reports, management letters, or other information required to be submitted to the Department pursuant to this agreement shall be submitted within nine (9) months after the end of the Recipient's fiscal year or within 30 days of the Recipient's receipt of the audit report, whichever occurs first, unless otherwise required by Florida Statutes. 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:
Florida Department of Law Enforcement
Bureau of Criminal Justice Grants
ATTN: State Financial Assistance
Post Office Box 1489 Tallahassee, Florida 32302-1489

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

Criminal Justice Information Data Security: Acceptance of this award, constitutes understanding that transmission of Criminal Justice Information (CJI) between locations must be encrypted to conform to the Federal Bureau of Investigation (FBI) Criminal Justice Information Services (CJIS) Security Policy.

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Recipient's Confidential and Exempt Information: By executing this agreement, the Recipient acknowledges that any information not marked as "confidential" or "exempt" will be posted by the Department on the public website maintained by the Department of Financial Services pursuant to 215.985, F.S. The Recipient agrees that, upon written request of the Department, it shall promptly provide to the Department a written statement of the basis for the exemption applicable to each provision identified by the Recipient as "confidential" or "exempt", including the statutory citation to an exemption created or afforded by statute, and state with particularity the reasons for the conclusion that the provision is exempt or confidential. Any claim by Recipient of trade secret (proprietary) confidentiality for any information contained in Recipient's documents (reports, deliverables or work papers, etc., in paper or electronic form) submitted to the Department in connection with this agreement cannot be waived, unless the claimed confidential information is submitted in accordance with the following two paragraphs.

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

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

SECTION VII: PENALTIES, TERMINATION, DISPUTE RESOLUTION, AND LIABILITY

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 §119.07(1), F.S. The Department shall be the final authority as to the appropriation, availability and adequacy of funds. In the event the Recipient fails to fully comply with the terms and conditions of this agreement, the Department may terminate the agreement upon written notice. Such notice may be issued without providing an opportunity for cure if it specifies the nature of the noncompliance and states that provision for cure would adversely affect the interests of the State or is not permitted by law or regulation. Otherwise, notice of termination will be issued after the Recipient's failure to fully cure such noncompliance within the time specified in a written notice of noncompliance issued by the Department specifying the nature of the noncompliance and the actions required to cure such noncompliance. In addition, the Department may employ the default provisions in Rule 60A-1.006(3), F.A.C., but is not required to do so in order to terminate the agreement. The Department's failure to demand performance of any provision of this agreement shall not be deemed a waiver of such performance. The Department's waiver of any one breach of any provision of this agreement shall not be deemed to be a waiver of any other breach and neither event shall be construed to be a modification of the terms and conditions of this agreement. The provisions herein do not limit the Department's right to remedies at law or in equity. The validity of this agreement is subject to the truth and accuracy of all the information, representations, and materials submitted or provided by the Recipient in this agreement, in any subsequent submission or response to Department request, or in any

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submission or response to fulfill the requirements of this agreement, and such information, representations, and materials are incorporated by reference. The lack of accuracy thereof or any material changes shall, at the option of the Department and with thirty (30) days written notice to the Recipient, cause the termination of this agreement and the release of the Department from all its obligations to the Recipient. This agreement shall be construed under the laws of the State of Florida, and venue for any actions arising out of this agreement shall lie in Leon County. If any provision hereof is in conflict with any applicable statute or rule, or is otherwise unenforceable, then such provision shall be deemed null and void to the extent of such conflict, and shall be deemed severable, but shall not invalidate any other provision of this agreement. No waiver by the Department of any right or remedy granted hereunder or failure to insist on strict performance by the Recipient shall affect or extend or act as a waiver of any other right or remedy of the Department hereunder, or affect the subsequent exercise of the same right or remedy by the Department for any further or subsequent default by the Recipient. Any power of approval or disapproval granted to the Department under the terms of this agreement shall survive the terms and life of this agreement as a whole. The agreement may be executed in any number of counterparts, any one of which may be taken as an original. In the event of termination, the Recipient will be compensated for any work satisfactorily completed through the date of termination or an earlier date of suspension of work.

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

Liability: Unless the Recipient is a state agency or subdivision, the Recipient shall be solely responsible to parties with whom it shall deal in carrying out the terms of this agreement, and shall save the Department harmless against all claims of whatever nature by third parties arising out of the performance of work under this agreement. For purposes of this agreement, Recipient agrees that it is not an employee or agent of the Department, but is an independent contractor. Nothing herein shall be construed as consent by a state agency of the State of Florida to be sued by third parties in any matter arising out of any contract. Nothing shall be construed affect in any way the Recipient rights, privileges, and immunities under the doctrine of "sovereign immunity" and as set forth in 768.28, F.S.