



AGENDA

CITY COUNCIL MEETING – REGULAR SESSION

MONDAY, JUNE 26, 2023 at 6:00 PM

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.](#) 05-08-23 Regular Session

[B.](#) 06-12-23 Regular Session

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

V. VISITORS – PUBLIC ADDRESSING THE COUNCIL

NON- AGENDA AUDIENCE

Effective October 1, 2013, Florida Statute 286.0114 mandates that “members of the public shall be given a reasonable opportunity to be heard on a proposition before a Board or Commission.” Each individual shall have three (3) minutes to speak on the proposition before the Board.

VI. OLD BUSINESS

A. City Planner, John Feeney

B. City Engineers

Mott MacDonald

Dewberry

DHM

C. Personnel Update

D. Update on RV on Cotton Street

E. Splash Pad update

F. Jessie Pearl Anderson 107 E. Iowa Ave. request update

G. Update on certified contractors for diesel storage tanks

VII. NEW BUSINESS

A. Waukesha Way

B. 4th of July Fireworks

C. Hydrant Flow Test Kit

D. Convert Bonifay Police Dept. to Zello network

E. Social Media/Archival Policy

F. Mobile radio for Brush 1

VIII. COUNCIL / DEPARTMENT SUPERVISORS / CITY ATTORNEY DISCUSSION

Items not listed on Formal Agenda.

IX. ANNOUNCEMENTS

A. DPS Recovery Services meeting

B. Municipal Engineers Services Inc. meeting

C. National Fitness Campaign meeting

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, MAY 08, 2023 at 6:00 PM

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

I. CALL TO ORDER

Mayor Emily McCann called the meeting to Order at 6:00PM

PRESENT

Mayor Emily McCann
Vice-Mayor Sierra Smith
Council Member Larry Cook
Council Member James Sellers
Council Member Shelley Carroll

Also Present:

City Clerk Rickey Callahan, City Attorney Michelle Jordan, City Superintendent Trey Barbee and Assistant Fire Chief Landis Messer

A. Invocation

Invocation was given by Vice-Mayor Smith.

B. Pledge of Allegiance

Pledge of Allegiance was led by Vice-Mayor Smith.

II. APPROVE AGENDA

The following items were added to the Agenda:

Under Old Business: Item H - Resolution 23-15 Item I - New Information on Comprehensive Plan

Under New Business: Item E - Budget Request HCBCC Item F - Request to Abandon Alley Item G - Email Accounts for Bonifay Fire Department Item H - Jessie Pearl Anderson re: Handicap Access to Sidewalk at 107 E. Iowa Ave.

Motion made by Vice-Mayor Smith, Seconded by Council Member Sellers.

Voting Yea: Mayor McCann, Vice-Mayor Smith, Council Member Cook, Council Member Sellers, Council Member Carroll

III. APPROVE MINUTES

A. April 24, 2023 Regular Session

Council Members voted to approve the minutes of April 24, 2023 Regular Session.

Motion made by Council Member Cook, Seconded by Council Member Carroll.

Voting Yea: Mayor McCann, Vice-Mayor Smith, Council Member Cook, Council Member Sellers, Council Member Carroll

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

None to approve.

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.

A. Emma Meredith recognition

Emma Meredith was recognized and presented a Proclamation proclaiming May 8, 2023 as Champion Emma Meredith Day for winning the Class 1A Girls State Weightlifting Championship.

VI. OLD BUSINESS

A. Resolution 23-15

Tabled until May 22, 2023 meeting.

B. New information regarding Comprehensive Plan

City Clerk Callahan informed the Council Members that the Evaluation and Appraisal Report (EAR) needed to be sent to DEO before July 1st. If SB 439 passes, it will cause a change to the EAR that was recently completed. This bill specifies that the EAR evaluation must include a determination if plan amendments are necessary to reflect a minimum planning horizon of at least 10 years. If the City sends the EAR before the bill becomes law, it will not have to look at the 10 year planning period.

Motion made by Council Member Sellers, Seconded by Council Member Cook.

Voting Yea: Mayor McCann, Vice-Mayor Smith, Council Member Cook, Council Member Sellers, Council Member Carroll

C. Bonifay Police Department

Bonifay Police Department recommendation:

- Enter into a one-month agreement with the Holmes County Sheriff's Office to provide law enforcement services within the city limits of Bonifay. Agreement begins 5.5.2023 at 3 pm. Ends 6.5.2023 at 3 pm.
- During that time, current employees Chuck White, Betty Sims, George Record, and Ruthie Sallas will be relocated to Bonifay City Hall, under the discretion of the City Clerk.
- The four employees will organize, inventory, and complete needed tasks associated with the Police Department, as well as tasks assigned by the Mayor or City Clerk.
- Timeline of hiring the three vacant full-time positions within the Police Department:
 - o May 8- council approves job descriptions and advertisement length and scope.
 - o May 9- job descriptions are sent to relevant stakeholders (Holmes County Advertiser, Panama City News-Herald, Dothan Eagle, our city website) for advertisement.
 - o May 9-22- advertise for the Chief of Police, Deputy Chief, and full-time police officer vacancies until 3 pm on May 22.
 - o May 22- share the list of applicants for all three positions with the Council at the regular session.
 - o May 23-26- conduct interviews for the Chief of Police position.
 - o May 26- hold special session of the City Council to name the new Chief of Police for the City of Bonifay.
 - o May 30- the new Chief will begin working for the City of Bonifay.
 - o May 30-June 2- conduct interviews for the Deputy Chief and full-time police officer positions, with the new Chief on the interview panels.
 - o June 2- hold special session of the City Council to approve the new Deputy Chief and full-time Officer positions.
 - o June 5- beginning at 3 pm, Bonifay Police Department takes back law enforcement services within the city limits of Bonifay.
- Interview Panel: Rickey Callahan, Michelle Jordan, Emily McCann, Chuck White, and a Holmes County Sheriff's Office representative

Council Members voted to accept Mayor McCann's recommendation.

Motion made by Vice-Mayor Smith, Seconded by Council Member Cook.

Voting Yea: Mayor McCann, Vice-Mayor Smith, Council Member Cook, Council Member Sellers, Council Member Carroll

D. RFP's for City Attorney

One RFP was received from Blankenship-Jordan.

Council Members voted to hire Blankenship-Jordan as the City Attorney.

Motion made by Council Member Cook, Seconded by Vice-Mayor Smith.

Voting Yea: Mayor McCann, Vice-Mayor Smith, Council Member Cook, Council Member Sellers, Council Member Carroll

E. Dewberry update

Ben Blitch

FRDAP Grant withdrawal

Dewberry will reimburse the City \$13,430 for design fees paid so far for the Veteran's Memorial Park Improvements grant.

It was recommended by FRDAP to withdraw.

Motion made by Council Member Cook, Seconded by Council Member Carroll.

Voting Yea: Mayor McCann, Vice-Mayor Smith, Council Member Cook, Council Member Sellers, Council Member Carroll

F. Bonifay Fire Rescue April report

The Bonifay Fire Department had 38 calls in April with 138 individual responses.

G. Budget Workshops for FY 2023-2024

June 12 @ 5pm

Budget Workshop for FY 2023-2024 June 12, 2023 was changed to 4:30 PM.

H. Lighting Update

Council Members approved the lighting schematics prepared by Florida Power & Light for the Fire & Police Station and Veteran's Memorial Park.

Motion made by Council Member Sellers, Seconded by Council Member Cook.

Voting Yea: Mayor McCann, Vice-Mayor Smith, Council Member Cook, Council Member Sellers, Council Member Carroll

VII. NEW BUSINESS

A. Budget request to Holmes County Board of Commissioners

The City of Bonifay is requesting \$60,000 for the street department and \$60,000 for the fire department be placed in the Holmes County Commissioners 2023-2024 Budget.

Council Members approved to send Budget request to Holmes County Board of Commissioners.

Motion made by Council Member Sellers, Seconded by Council Member Carroll.

Voting Yea: Mayor McCann, Vice-Mayor Smith, Council Member Cook, Council Member Sellers, Council Member Carroll

B. Jessie Pearl Anderson 107 E Iowa Ave. request

Mrs. Anderson stated she is disabled and requires assistance with a walker to get around. At the front of her house, there are three sets of stairs for her to have access to the street to get to her vehicle. Only one set of stairs is equipped with handrails and she is requesting the City make a reasonable modification to one set of the stairs for her to have easier access to the street.

City Superintendent Barbee will get with an engineer and look and see what needs to be done, and follow up with the council.

C. Request to Abandon Alley behind 1004 N. State Street

Mr. & Mrs. Baker, 1004 N. State Street, are requesting the City to abandon a portion of an alley. Their storage shed was sitting on part of the alley, but it was moved, and they would like to place it back where it was.

City Attorney will work on the resolution once she received a property description.

Motion made by Council Member Cook, Seconded by Council Member Sellers.

Voting Yea: Mayor McCann, Vice-Mayor Smith, Council Member Cook, Council Member Sellers, Council Member Carroll

D. Personnel updates

Council Members approved Employment Application forms.

Motion made by Council Member Cook, Seconded by Vice-Mayor Smith.

Voting Yea: Mayor McCann, Vice-Mayor Smith, Council Member Cook, Council Member Sellers, Council Member Carroll

Council Members approved to use Agenda Request form. Mayor McCann will get with the City Clerk on the time frame on when to begin using, and he will send out the guidance to the council and the department directors.

Motion made by Council Member Cook, Seconded by Council Member Sellers.

Voting Yea: Mayor McCann, Vice-Mayor Smith, Council Member Cook, Council Member Sellers, Council Member Carroll

Council Members approved Leave form for immediate use.

Motion made by Council Member Sellers, Seconded by Vice-Mayor Smith.

Voting Yea: Mayor McCann, Vice-Mayor Smith, Council Member Cook, Council Member Sellers, Council Member Carroll

E. Resignation

Council Members reviewed Kobi Long's resignation letter. There was no discussion.

F. City Owned Property

This was discussed under Request to Abandon Alley behind 1004 N. State Street.

G. Email Accounts for Bonifay Fire Department Essential Personnel

Costs are \$19.00 per month per account. Chief Cook has a City email account, requesting one for Landis Messer, Zach Sellers, and Jack Griffiths.

City Clerk will have email accounts set up with Modern Tech Squad.

Motion made by Council Member Sellers, Seconded by Vice-Mayor Smith.

Voting Yea: Mayor McCann, Vice-Mayor Smith, Council Member Cook, Council Member Sellers, Council Member Carroll

H. Health Department meeting

Mayor McCann advised the Council Members that she had a meeting with the Health Department 2 to 3 weeks ago and noted that they were very active and had great initiatives. Mayor McCann named Vice-Mayor Smith as their point of contact.

I. Proclamation Request form

Council Members approved Proclamation Request form.

Motion made by Council Member Cook, Seconded by Vice-Mayor Smith.

Voting Yea: Mayor McCann, Vice-Mayor Smith, Council Member Cook, Council Member Sellers, Council Member Carroll

J. Splash Pad update

Council Members approved repairing the splash pad for \$7,887.

Motion made by Council Member Cook, Seconded by Council Member Sellers.

Voting Yea: Mayor McCann, Vice-Mayor Smith, Council Member Cook, Council Member Sellers, Council Member Carroll

VIII. COUNCIL / DEPARTMENT SUPERVISORS / CITY ATTORNEY DISCUSSION

Items not listed on Formal Agenda.

A. Neal Dunn visit

Mayor McCann announced the visit with State Representative Neal Dunn was good and appreciated the support as the City moves forward.

B. 79 Corridor Authority workshop and meeting on May 10 at PAEC

Mayor McCann advised the Council that there would be 79 Corridor Authority workshop and meeting on May 10, 2023 beginning at 9 AM at PAEC in Chipley.

C. Employee Spotlight

Vice-Mayor Smith gave thanks to City Superintendent Trey Barbee and Chris Johnson for their support with the Holmes County Special Olympics. They were having electrical issues and Trey and Chris brought generators, and secured the inflatables so the children could have a safe and fun time.

Mayor McCann gave her appreciation to Officer Chuck White for his availability, candor and professionalism during the changes with the Police Department.

Mayor McCann thanked Assistant Fire Chief Landis Messer and Council Member Sellers for their help on May 5th at the Fire & Police Station.

D. Customer's utility bill

Council Members agreed to adjust customer Evelyn Davis, 901 N. Cotton St., utility bill by one half, due to high usage. Middlebrooks Plumbing went out about 2 weeks ago and found no water leaks.

Motion made by Council Member Cook, Seconded by Council Member Sellers.

Voting Yea: Mayor McCann, Vice-Mayor Smith, Council Member Cook, Council Member Sellers, Council Member Carroll

IX. ANNOUNCEMENTS

X. ADJOURN

Meeting adjourned at 7:00 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 MEETING – REGULAR SESSION

MONDAY, JUNE 12, 2023 at 6:00 PM

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

I. CALL TO ORDER

Mayor Emily McCann called the meeting to order at 6:00 pm.

PRESENT

Mayor Emily McCann
Vice-Mayor Sierra Smith
Council Member Larry Cook
Council Member James Sellers
Council Member Shelley Carroll

Also Present

City Clerk Rickey Callahan, City Attorney Michelle Jordan, City Superintendent Trey Barbee, Police Chief Jimmy Macon, and Fire Chief Travis Cook.

A. Invocation

Vice-Mayor Smith gave the invocation

B. Pledge of Allegiance

Vice-Mayor Smith led the Pledge of Allegiance

II. APPROVE AGENDA

The following items were added to the agenda:

Old Business:

Item B. Partnership with Holmes County Commissioners

Item C. 79 Corridor Board Clerk Services Interlocal Agreement

New Business:

Item E. GIS - Based Future Land Use Map

Item F. WWTP Storage Tank Inspection

Item G. Bonifay Fire Department

Motion made by Vice-Mayor Smith, Seconded by Council Member Sellers.

Voting Yea: Mayor McCann, Vice-Mayor Smith, Council Member Cook, Council Member Sellers, Council Member Carroll

III. APPROVE MINUTES

A. 05-05-23 Special Session

B. 05-22-23 Regular Session

C. 06-02-23 Special Session

Council Members voted to approve the minutes contingent on corrections.

Motion made by Vice-Mayor Smith, Seconded by Council Member Carroll.

Voting Yea: Mayor McCann, Vice-Mayor Smith, Council Member Cook, Council Member Sellers, Council Member Carroll

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

Council Members voted to approve Accounts Payable, Transfers and Financial Sheets.

Motion made by Council Member Cook, Seconded by Council Member Sellers.

Voting Yea: Mayor McCann, Vice-Mayor Smith, Council Member Cook, Council Member Sellers, Council Member Carroll

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.

Connie Land, 702 N. Cotton Street, stated a neighbor had parked a large RV in yard and she cannot see to back out of her driveway, and she feels it diminishes the value of her property.

Police Chief Macon will check on it and report back at the next meeting.

Isaac Becker asked for help finding a location, like a church or non-profit, for a service to seniors for providing food boxes with dry goods and fruit. They have used a drive-thru location in the past that was very useful. They would need room for about 300 18 x 18 inch boxes that would weigh about 30 pounds.

He also asked for any penalties or fees be waived on his April City utility bill at 116 S. Waukesha Street.

Mayor McCann asked him to meet with the City Clerk.

VI. OLD BUSINESS

A. Resolution 23-15

Council Members voted to adopt Resolution 23-15 abandoning a portion of Varner Street between Nebraska and Iowa, and a portion of the alley on the north side of Lots 7 & 8, Block 7, as requested by Shelly and Tammie Harrison.

Motion made by Council Member Cook, Seconded by Council Member Sellers.

Voting Yea: Mayor McCann, Vice-Mayor Smith, Council Member Cook, Council Member Sellers, Council Member Carroll

B. Partnership with Holmes County Board of County Commissioners

Mayor McCann asked the Council Members to approve her contacting the County Commission regarding lease or purchase of the old jail and office building that Sheriff Tate is vacating for the City's Police Department.

Motion made by Council Member Cook, Seconded by Vice-Mayor Smith.

Voting Yea: Mayor McCann, Vice-Mayor Smith, Council Member Cook, Council Member Sellers, Council Member Carroll

C. Board Clerk Services for 79 Corridor

Council Members voted to approve the Board Clerk Services Interlocal Agreement for the 79 Corridor.

Motion made by Council Member Sellers, Seconded by Council Member Cook.

Voting Yea: Mayor McCann, Vice-Mayor Smith, Council Member Cook, Council Member Sellers, Council Member Carroll

D. Holmes County Rec Center

Mayor McCann asked the Council Members to be thinking about taking the Rec Center back with the County's support. Holmes County BOCC Chairman Earl Stafford indicated they had \$65,000 secured as yearly donations to run the Rec Center. \$30,000 from the Board of County Commissioners, \$25,000 from the Tourist Development Council and \$10,000 from the Economic Development Commission. The day-to-day operations would be managed by the City. The maintenance, like grass cutting, would continue to be provided by BOCC through the Sheriff's Office.

VII. NEW BUSINESS

A. Donation to Police Department

Donna Meldon, with the Holmes County Chamber of Commerce, presented a check from the Miss Trailblazer Pageant donation fund for \$1,000 to the Bonifay Police Department.

B. Purchase of interface cards for decant actuator

Council Members voted to approve the purchase of two interface cards for decant actuators at \$1,229 each.

Motion made by Council Member Cook, Seconded by Council Member Sellers.

Voting Yea: Mayor McCann, Vice-Mayor Smith, Council Member Cook, Council Member Sellers, Council Member Carroll

C. Social Media Archival Service

Mayor McCann told the Council that citizens wanted the City to have a social media site like Facebook, etc. Before the creation of social media pages, the City must have a social media archival service in place and recommended Civic Plus, since the City already uses them for other services.

Council Members voted to approve Social Media Archival Service with Civic Plus at \$349 per month.

Motion made by Vice-Mayor Smith, Seconded by Council Member Carroll.

Voting Yea: Mayor McCann, Vice-Mayor Smith, Council Member Cook, Council Member Sellers, Council Member Carroll

D. Duties of Mayor

Mayor McCann went over the duties of the Mayor in the City Charter. She explained and discussed each duty with the Council.

E. GIS Land Use Map

John Feeney, City Planner, advised that there is a grant opportunity to apply to have a digitalized GIS Based Future Land Use Maps for the City. There was no cost to the City, if awarded with the grant.

Mayor McCann asked the Council for permission to apply.

Motion made by Council Member Cook, Seconded by Council Member Sellers.

Voting Yea: Mayor McCann, Vice-Mayor Smith, Council Member Cook, Council Member Sellers, Council Member Carroll

F. WWTP Storage Tank Inspection

The inspection on May 8, 2023 showed 7 corrections needed on our diesel storage tanks, such as, painting and resealing the tanks, and adding a break-away device. City Superintendent Trey Barbee is getting quotes from certified contractors.

G. Bonifay Fire Department

The Bonifay Fire Department had 38 calls in May with 151 individual responses.

Mayor McCann advised the Council that 4 helmets and several coats are out of date and recommended that they be replaced at a cost of \$2,000 from ARPA funds.

Motion made by Council Member Sellers, Seconded by Council Member Carroll.

Voting Yea: Mayor McCann, Vice-Mayor Smith, Council Member Cook, Council Member Sellers, Council Member Carroll

VIII. COUNCIL / DEPARTMENT SUPERVISORS / CITY ATTORNEY DISCUSSION

Items not listed on Formal Agenda.

A. Water usage discussion

Mayor McCann advised the Council that Holmes Correctional is on a flat rate charge for water and sewer, and the City is losing money, she feels like all users should be based on usage, and recommended we start the conversation with HCI, and other users who are on flat rate billing to go to usage rates . Mayor McCann stated that between December 2022 until May 2023 HCI would have paid \$80,000 more had they been billed by water usage.

Mayor McCann said that Doctor's Memorial Hospital does not get charged late fees and she feels like everyone should be charged if they are late, and the Council agreed.

Currently, there are no agreements between Holmes CI or Doctor's Memorial Hospital as it relates to their utility billing.

Motion made by Council Member Cook, Seconded by Council Member Sellers.

Voting Yea: Mayor McCann, Vice-Mayor Smith, Council Member Cook, Council Member Sellers, Council Member Carroll

B. Department Director Meeting

Mayor McCann advised the Council that she had held a Department Director meeting to go over budget and discuss the needs of each Department.

C. Sanitation Concerns

Mayor McCann advised the Council that the City is losing about \$2,800 per month on garbage service, and we are working on correcting this.

D. 79 Corridor Board Meeting

Mayor McCann stated there would be a 79 Corridor Board meeting on Wednesday, June 14, 2023.

E. Personnel Recommendation

Chief of Police Jimmy Macon recommended that Michael Antunovic and Zachary Neitsch be hired as full-time officers at \$20.19 per hour. They would have a 1-year probationary period. Both are certified in the state of Florida.

Motion made by Council Member Carroll and Mayor McCann relinquished her chair to the Vice-Mayor and seconded the motion.

Voting Yea: Mayor McCann, Vice-Mayor Smith, Council Member Carroll

Voting Nay: Council Member Cook, Council Member Sellers

IX. ANNOUNCEMENTS

Vice-Mayor Smith advised Waukesha Way would hold "Watermelons on Waukesha" on June 24th at Eureka Square, and a "Back to School Bash" on August 5th.

A. Employee Spotlight

Mayor McCann wanted to recognize Elois Bradshaw, Utility Clerk, who always responds promptly with exact information to any requests made to her. She is a deep well of knowledge, and the City is grateful to have her.

X. ADJOURN

Mayor McCann adjourned the meeting at 7:05 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.

SERVICE STATION EQUIPMENT
 INSTALLATION & REPAIR
 POLLUTANT STORAGE CONTRACTOR
 #1256965
 service@panhandlepump.com



101 E OLIVE RD
 PENSACOLA, FL. 32514
 850-587-5735

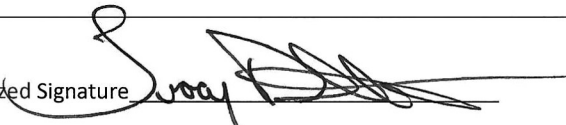
PROPOSAL

SUBMITTED To: Tray/ City of Bonifay	PHONE: 850-688-0904	PROPOSAL NUMBER: 2418
STREET: 611 Martin Luther King Blvd.	JOB NAME: Fuel containment	DATE: 6-19-2023
CITY, STATE, & ZIP CODE: Bonifay Fl. 32425	JOB LOCATION: Bonifay, Fl.	Email: Trey.barbee@cityofbonifay.com

We propose to furnish material and labor as needed to complete in accordance with these specifications, for the sum of:

Total:	Seven thousand seven hundred eighty-five and XX/100	\$7,785.00
Payment to be made as follows:	Net 30 days after the work is completed	

All material is guaranteed to be as specified. All work will be completed in a workman like manner according to the standards of practice. Any alternations or deviations from specified below involving extra cost will be executed only upon written orders and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delay beyond or control. Owner agrees to carry, fire, tornado and other necessary insurance. Our workers are fully covered by workman's compensation insurance.

Authorized Signature 

This proposal may be withdrawn at any time prior to acceptance and will be automatically null and void after 30 days from the acceptance date below due to the rising cost of some material

Either party may apply to any competent court with jurisdiction for the enforcement of the provisions on this Proposal or Contract, And in the event either part is required to sue on this proposal or contract or otherwise pursue enforcement of the terms hereof, the prevailing party shall be entitled to expenditures reasonably made to enforce the terms and provisions of this Proposal or Contract including attorney's fees from the other party

We hereby submit specifications and estimates for:
 Install breakaway, breakaway hose on the diesel pump. That was wrote up by the state.
 Replace the Krueger leak gauge cap. That was wrote up by the state.
 Clean and pressure wash the tank and the containment. Seal all crack in the containment, and prime the containment with state approved epoxy primer. Paint the containment with an epoxy rubber sealant.
 Paint the fuel storage tank.
 NOTE: All paint and epoxy is approved by the state.

The following are no included in the bid price and will be handled at owner's expense should they occur:

1. Any unknown obstacles encountered during underground construction
2. All testing required by government agency/inspectors
3. Any removal and disposal of contaminated water/soil/ and/or additional environmental issues
4. Additional trips and meetings to support the above unforeseen environmental issues

Acceptance of Proposal – The above prices, specifications and conditions represent Panhandle Pump Company's best estimate and our company's risk associated with the project. By signing this document, you are agreeing that this price is satisfactory, hereby accepted, as-is and subject to the above exclusions. Work is hereby authorized.
 Payment will be made as outlined above.

Signature _____ Date of Acceptance _____

PETRO FLOW, INC
 4369 Hwy 77
 Chipley, FL 32428
 850-271-0120
 petroflowinc@gmail.com

Estimate

ADDRESS
City of Bonifay-WWTP 611 Martin Luther King Jr Blvd Bonifay, FL 32425

SHIP TO
City of Bonifay-WWTP 611 Martin Luther King Jr Blvd Bonifay, FL 32425

ESTIMATE #	DATE
2775	06/08/2023

ACTIVITY	QTY	AMOUNT
Based on your request Petro Flow Inc has composed of the following cost quote for your consideration. Quote to make the following repairs to fuel systems per FDEP violations report dated (5/8/23) -Install breakaway device on fuel hose -Perform annual compliance testing for release detection device for tank #5 & #6 -Clean + repair surface cracks + repaint containment dyke for tank #3 -Clean + sand tank #3 + paint w/ enamel paint + install correct ID decals -Replace Krueger leak gauge on #5 sub base generator tank -Submit FDEP notification for repair listed Service + Equipment: (1) Pressure washer use (1) Degreaser + cleaning supplies (1) FDEP approved containment crack filler (1) FDEP approved containment coating (1) Sanding + cleaning supplies (Tank #3) (1) White enamel paint supplies (1) 3.4" breakaway + 3/4" whip hose (1) Krueger leak gauge 100 Gallons Petroleum contact waste water disposal-containment (1) Tank ID decal kit (4) 1993 + (4) No Smoking (2) Annual Release Detection device testing (Tank 5 + 6) (1) Labor (1) Travel Note: To meet NFPA 30A 2018 set back requirements tank #3 will have to be replaced with a fire resistant double wall tank @ minimum or pump moved 50' minimum from tank. This code is referenced in section 4.3.2.4 + 4.3.2.6		9,900.00

TOTAL **\$9,900.00**

Accepted By

Accepted Date



City Council Agenda Form

Meeting Date: 06-26-23

Department: Fire

Public Hearing: YES NO

For Clerk's Use Only
AGENDA ITEM #

<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<i>Consent Agenda</i>	<i>Regular Agenda</i>	<i>Closed Session</i>

Presenter: Timothy Hatfield

Request Type: Informational Discussion Action Item

Does this item require legal review? YES NO
City Attorney e-mail attached? YES NO

Agenda Item Title: 4th of July Fireworks

Attachment(s):

Brief Summary:
Permission for the City Fire Department to support Fireworks at Holmes County Rec fields.

Action Requested of Council:

Approval

Instructions for Hydrant Flow Test Request

1. Requests must include project location, a brief explanation of project, the utility design plan (if available), and for each test the specific hydrant to be tested/flown as well as a second hydrant or backflow preventer to be used for residual pressure readings.
2. Requests can be mailed or emailed to above address.
3. The current test fees listed below are valid through **DATE** and are payable per check or money order to “City of Bonifay” at 301 J. Harvey Etheridge Street, Bonifay, FL 32425.
 - Test fee inside city limits \$300.00
 - Test fee outside city limits \$400.00

Please check this web map if unsure whether your location is inside or outside city limits.

<https://qpublic.schneidercorp.com/Application.aspx?AppID=821&LayerID=14700&PageTypeID=1&PageID=6564>

Payment of test fees must be received PRIOR to the flow test being performed.

4. Hydrant Flow Tests must be performed by City personnel and cannot be performed by outside parties.
5. Test results will be sent to the email address provided on Hydrant Flow Test Request.

Note:

The City provides test data for previously performed hydrant tests at no charge. Please contact the Public Works Department at the above number to inquire if data is available.

Please note that not all City hydrants have flow test data and that the fire department may require more recent test data.

Hydrant Flow Test Request

REQUEST BY: _____

COMPANY: _____ DATE: _____

EMAIL: _____ TOTAL PAGES: _____

PROJECT LOCATION (address/ parcel ID): _____

Please identify which hydrant you would like to have tested by completing the requested information below and return this form with corresponding payment to above address.
Allow fifteen (15) working days for scheduling and completion of requested flow test(s).

	TEST (FLOW) HYDRANT (Hydrant Number)	LOCATION for static & residual PRESSURE READINGS (Hydrant Number or BFP Location)	CITY LIMITS (In/Out)
Test 1			
Test 2			
Test 3			

** Flow and Static/Residual Readings may be taken from different hydrants or hose bib due to field conditions.*

COMMENTS: _____

- I understand the City of Bonifay personnel will test the hydrant, but I would like to have someone present to witness this testing.
Please contact me at _____ to schedule test time and date.
- I hereby request the above indicated hydrant(s) to be flow tested. I understand there is a standard fee per hydrant flow test and agree to remit payment for the fee(s) **PRIOR** to test(s) being scheduled.

NAME: _____ JOB TITLE: _____

SIGNED: _____ PHONE: _____



City Council Agenda Form

Meeting Date: 06-26-23

Department: Police

Public Hearing: YES NO

For Clerk's Use Only
AGENDA ITEM #

<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<i>Consent Agenda</i>	<i>Regular Agenda</i>	<i>Closed Session</i>

Presenter: Chief Jimmy Macon

Request Type: Informational Discussion Action Item

Does this item require legal review? YES NO

City Attorney e-mail attached? YES NO

Agenda Item Title: Convert Bonifay Police Department to Zello network

Attachment(s):

Brief Summary:

RSP-Z2 Gateway \$2,430 (Qty 1)

5961-291330-15 Cable for Motorola XPR4550 \$340 ea (Qty 2) extended price \$680

Total price \$3,110

Action Requested of Council:

Approval



City Council Agenda Form

Meeting Date: June 26, 2023

Department: _____

Public Hearing: YES NO

For Clerk's Use Only
AGENDA ITEM #

<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<i>Consent Agenda</i>	<i>Regular Agenda</i>	<i>Closed Session</i>

Presenter: McCann

Request Type: Informational Discussion Action Item

Does this item require legal review? YES NO
City Attorney e-mail attached? YES NO

Agenda Item Title: Social Media/Archival Policy

Attachment(s):

Draft social media and social media retention policy

Brief Summary:
We need a policy in place before we can create and maintain a social media presence for the City.

Action Requested of Council:
Approve policies as written.



CITY OF BONIFAY

SOCIAL MEDIA RETENTION POLICY

CREATED: 6.22.2023

ADOPTED: _____

LAST UPDATED: _____

Purpose

This policy sets forth guidelines for the retention of records by the City of Bonifay (the “City”) of its social media sites (Facebook, YouTube, Twitter, Instagram, Vimeo, et al.) as a means of conveying the City-related information to its residents, employees, and visitors.

Scope

This policy shall apply to all Municipal departments and/or agencies.

General Policy

Social media sites contain communications sent to or received by the City and its employees, and such communications are therefore public records subject to Florida Statute 119.011(12). These retention requirements apply regardless of the form of the record (for example, digital text, photos, audio, and video). The Department maintaining a site shall preserve records pursuant to a relevant records retention schedule for the required retention period in a format that preserves the integrity of the original record and is easily accessible. Furthermore, retention of social media records shall fulfill the following requirements:

- All Social Media sites must clearly indicate that all Posts are subject to public records laws.
- Social media records are captured in a continuous, automated fashion throughout the day to minimize a potential loss of data due to deletion and/or changes on the social networking site.
- Social media records are maintained in an authentic format (i.e. ideally the native technical format provided by the social network, such as XML or JSON) along with complete metadata.
- Social media records are archived in a system that preserves the context of communications, including conversation threads and rich media, to ensure completeness and availability of relevant information when records are accessed.
- Social media records are indexed based on specific criteria such as date, content type, and keywords to ensure that records can be quickly located and produced in an appropriate format for distribution (e.g. PDF).
- Each employee who administers one or more social networking sites on behalf of the City has self-service, read-only access to search and produce relevant social media records to fulfill public information and legal discovery requests as needed.

The City utilizes an automated archiving solution provided by Archive Social to comply with applicable public records law and fulfill the above record retention requirements.

Mayor _____

City Clerk

Date

Date



CITY OF BONIFAY

SOCIAL MEDIA POLICY

CREATED: 6.22.2023

ADOPTED: _____

LAST UPDATED: _____

Purpose

This policy sets forth guidelines for the establishment and use by the City of Bonifay (the “City”) of its social media sites (Facebook, YouTube, Twitter, Instagram, Vimeo, et al.) as a means of conveying the City-related information to its residents, employees, and visitors. The City has an overriding interest and expectation in deciding what is published on behalf of the city on its social media sites.

The purpose of this social media policy is to establish enforceable rules for the use of social media by City officials and employees when engaged in City business. Social media at this time refers to the City’s website and its Facebook, YouTube, Twitter, Instagram, Vimeo and any other communication that is open to response or comment. Rules are necessary to assure that communications made on behalf of the City are properly authorized and in correct form; that communications to the municipality by means of social media which can be viewed by the public are appropriate and pertinent; that all communication to the municipality is related to the posted municipal information; and that the sender is clearly and fully informed that a message received by means of social media is not a substitute for required reporting procedures.

For purposes of this policy, “social media” is understood to be content created by individuals, using accessible, expandable, and upgradable publishing technologies, through and on the Internet. For purposes of this policy, “comments” include information, articles, and pictures.

Scope

This policy shall apply to all Municipal departments and/or agencies. The City of Bonifay appreciates that social media can be a rewarding way for employees to share information about themselves, and to interact with people in the community and around the world. Because City employees serve the public, however, and potentially are subject to public scrutiny for their on and off-duty conduct, use of social media carries with it risks and responsibilities of which employees must be aware. This is especially true for those employees who are employed in a supervisory or managerial capacity, although it applies to everyone. This policy sets forth the City’s guidelines on employee social media usage.

Employees are solely responsible for what they post on social media. Remember that many postings can be viewed worldwide and are archived “forever,” meaning that they cannot be deleted once posted, or are archived even if deleted and that seemingly “private” posts can easily be shared with a wide audience via a single contact in your closed network. It is also easy to capture short lived messages (like Snapchat) and rebroadcast them in a more permanent format despite the originator’s intent.

General Policy

The objective of the use of social media by the City and its departments is to expand and facilitate the dissemination of information from the City to its residents, taxpayers and the general public.

1. No City social media site shall be established without prior approval of the City Council.
2. The City social media sites shall clearly set forth that they are maintained by the City and that they follow this Social Media Policy.
3. Wherever possible, the City social media sites should link back to the official City website for forms, documents, online services and other information necessary to conduct business with the City.
4. Social media accounts established by the City or a City agency are to be used for City and agency business purposes only.
5. City social media sites are not to be used for making any official communications to the City, for example, reporting crimes or misconduct, giving notice required by any statute or responding to official City correspondence.
6. This social media policy shall be available for public viewing on the City website, www.cityofbonifay.com.
7. The City Clerk and or designee shall monitor City social media sites to ensure adherence to both this Social Media Policy and the interest and goals of the City. The City has the right and will restrict or remove any content that is deemed in violation of this Social Media Policy or any applicable law. Any content removed based on the guidelines will be retained by the City Clerk pursuant to the applicable City retention policy, including the time, date and identity of the poster, when available.
8. The City website, www.cityofbonifay.com, will remain the City's primary and predominant internet presence.
9. Employees and volunteers representing the City's government via its social media sites shall, at all times conduct themselves as a representative of the City and in accordance with all its policies.
10. All City presence and activity on social media are an integral part of the City's information networks and must comply with all rules and policies governing the City's computers and electronic media.
11. All City use of social media is responsible for complying with applicable federal, state and county laws, regulations and policies. This includes adherence to established laws and policies regarding copyright, records retention, Freedom of Information Act (FOIA), Open Public Record Act (OPRA), First Amendment, privacy laws, sunshine laws and information security policies (if applicable) established by the Municipality.

12. All Social Media sites must clearly indicate that all Posts are subject to public records laws.

13. All City policies are applicable to interactions on social media sites when acting in an official capacity and representing the City.

14. Social media sites are operated by a third-party agency separate from the City. The City reserves the right to disable its social media accounts either temporarily or permanently at any time. In the event of a discontinuation of a social media site, documentation related to the site will be maintained in accordance with records retention guidelines.

15. This Social Media Policy may be revised at any time by the City of Bonifay.

Comment Policy

1. As a public entity the City must abide by certain standards to serve all its constituents in a civil and unbiased manner.

2. The intended purpose behind establishing the City social media sites is to disseminate appropriate information to residents, employees and visitors.

3. A comment posted by a member of the public on any City social media site is the opinion of the commentator or poster only and publication of a comment does not imply endorsement of, or agreement by, the City, nor do such comments necessarily reflect the opinions or policies of the City.

4. Any attempt to hack or otherwise compromise the City’s internet or social media sites will be reported to law enforcement and the perpetrator will be subject to prosecution.

5. The City reserves the right to deny access to its social media sites for any individual who violates the City of Bonifay Social Media Policy at any time and without prior notice.

6. All comments posted to social media websites are bound by any applicable terms and conditions of the operating programs that govern those sites.

7. All comments posted to City social media pages will become part of official public record and may be accessible via Open Public Records Act (OPRA) requests.

Prohibited Content

1. Persons posting prohibited content are subject to being barred from posting comments on City social media.

2. Comments containing any of the following inappropriate forms of content shall not be permitted on the City's social media sites and are subject to removal and/or restriction by the City Communications Team:

- a. Profane, obscene, violent, or pornographic content and/or language, or sexually suggestive or explicit content links to such materials. Any image or link containing minors or suspected minors in sexual and/or provocative situations will be reported to law enforcement.
- b. Content that promotes, fosters or perpetuates discrimination on the basis of race, creed, color, age, religion, gender, or national origin, marital status, status with regard to public assistance, physical or mental disability or sexual orientation.
- c. Defamatory attacks.
- d. Threats to any person or organization.
- e. Solicitation of commerce, including but not limited to advertising of any business or product for sale.
- f. Conduct in violation of any federal, state or local law.
- g. Illegal activity or encouragement of same.
- h. Information that may compromise the safety or security of the public or public systems.
- i. Content that violates a legal ownership interest, such as a copyright. The City does not permit or allow copyright infringing activities and/or infringement of intellectual property rights on its website or social media sites and will remove or modify any and all content and submissions if properly notified that such content and/or submission infringes on another's intellectual property rights.
- j. Private contact information such as names, addresses and phone numbers no matter how easily obtained elsewhere. Personal information of a person other than the poster.
- k. Spamming or repetitive content.
- l. Comments from children under 13 cannot be posted in order to comply with the Children's Online Privacy Protection Act. By posting on a City media site, users acknowledge that they are at least 13 years old. Parents are responsible for any minor child's posting or comments.
- m. Content that incites violence.

n. Comments unrelated to the particular post being commented upon.

3. The City Clerk and or designee may be required to remove postings on City social media sites deemed to constitute a breach of Policy. In the event of removal, those postings will be subject to applicable archiving and retention requirements.

General Policy for Personal Social Media Use

1. Be thoughtful about how you present yourself in all Social Media, where the lines between public and private, personal and professional are blurred. Also understand that what you are posting online may very well become public knowledge.

2. If you choose to identify yourself as a City employee on a personal or non-work related Social Media site, take care to make sure the reader understands that you are expressing your own personal views and not those of the City. For example, wherever appropriate, use a disclaimer such as, "This is my personal opinion and not necessarily the opinion or position of the City of Bonifay."

3. Employees' personal Social Media sites should remain personal in nature and should not be used for work-related purposes. Employees should not use their City email account or password in conjunction with a personal Social Media account.

4. Refrain from accessing personal or non-work related Social Media sites while on work time.

5. In keeping with the City's Communication Policy (City of Bonifay Personnel Policy Handbook – Chapter 11 – Sections 7, 8, and 9), Employees may not use City-owned property (computer, network, etc.) to access personal or non-work related Social Media sites.

6. Some ethical obligations must be followed at all times, even when employees engage in Social Media use in their personal capacities. For example, employees should not disclose confidential information acquired by the employee by reason of the employee's official position.

7. Employees are not prohibited from using social media to communicate with each other about pay and working conditions. However, employees must avoid posting material about work that reasonably could be construed as malicious, obscene, or threatening, or that might constitute harassment or bullying.

Violations of Policy

Employees who violate this policy may be subject to disciplinary action, up to and including termination of employment.

Duty to Report

All employees have an ongoing duty to report any violations of this policy by any other employee. The City of Bonifay considers this duty to report to be a critical component of its efforts to enforce this policy, and thereby ensure the safety, well-being, morale, and efficiency of its employees, preserve its reputation and goodwill in the community, and avoid or minimize unnecessary disruptions to or interference with its operations and service to the public.

Terms of Use Disclosure

A. Information Disclaimer

By visiting this site, you understand and agree that this City of Bonifay website is provided “AS IS”. The City of Bonifay makes every effort to provide accurate and complete information on this website. The information contained herein is not official nor in any way shall it be deemed to constitute legal notice where such legal notice is required by law. The information contained in this site is provided as a service and convenience to people needing information about the City of Bonifay. The City of Bonifay, its officers, employees or agents shall not be liable for damages or losses of any kind arising out of or in connection with the use or provision of information, including but not limited to damages or losses caused by reliance upon the accuracy or timeliness of any such information, or damages incurred from the viewing, distributing or copying of those materials.

B. Linking Policy — Links to External Sites

The City of Bonifay website contains links to outside websites. These websites are not owned, operated, controlled or reviewed by the City of Bonifay. These links are provided solely as a courtesy and convenience to visitors.

The City of Bonifay, its officers or employees exercise no control over the organizations, views, accuracy, copyright or trademark, compliance or the legality of the material contained in these outside websites. The City of Bonifay, its officers or employees do not sponsor, endorse or approve the information, content, proceeds, materials, opinions or services contained on such outside websites. The visitor proceeds to these outside websites at his/her own risk. The City of Bonifay specifically disclaims any and all liability from damages, which may result from the accessing of a third-party site, which is linked to the City of Bonifay website or from reliance upon any such information.

C. Copyright and Trademark Limitations

City of Bonifay makes no warranty that materials contained herein are free of copyright or trademark claims or other restrictions or limitations on free use or display. Making a copy of such material may be subject to copyright or trademark laws.

D. Use of Material

The City of Bonifay has made the content of these pages available to the public and anyone may view, copy or distribute the information found therein without obligation to the City of Bonifay for non-commercial, personal use only, unless otherwise stated on particular material or information to which a restriction on free use may apply. The design of this site, original graphics, and original content are all copyrighted by the City of Bonifay and may not be re-engineered, distributed, modified, transmitted, re-used, reposted, or duplicated without the express written permission of the City of Bonifay in each instance. All requests to use any part of the original design, code, graphics or content of this site should be made via e-mail to the City Clerk and or designee.

E. Unauthorized Modifications

Unauthorized attempts to modify or otherwise alter any information or image stored on any City of Bonifay website may result in criminal prosecution.

Mayor _____

City Clerk

Date

Date

QUOTATION
105001218

Bill To:
 Bonifay FL Fire Dept
 301 N Etheridge St
 Bonifay, FL 32425-0000

Ship To:
 Bonifay FL Fire Dept
 301 N Etheridge St
 Bonifay, FL 32425-0000

Contact: Accounts Payable
Contact #: 904-547-4238

Contact: Accounts Payable
Contact #: 904-547-4238

Date: 06/19/2023		Customer #: 7500690		Terms: NET 30 DAYS		
Qty	Item	Description	U/M	Unit Price	Extended	
1	AAM28TRN9WA1AN-P	XPR 5550e Two-Way Radio 1000-Channel UHF2 40W (Capable)	EA	1,241.00	1,241.00	
1	AAM28TRN9WA1AN	XPR 5550e Two-Way Radio 1000-Channel UHF2 40W (Capable)	EA	0.00	0.00	
1	STDBKT0511AA	STANDARD BRACKET	EA	0.00	0.00	
1	STDBLK0511AA	STANDARD MODEL BOX	EA	0.00	0.00	
1	STDCBL0511AA	STANDARD CABLE	EA	0.00	0.00	
1	STDMIC0511AF	STANDARD MICROPHONE	EA	0.00	0.00	
1	STDESS0511AA	5YR ESSENTIAL REPAIR	EA	0.00	0.00	
1	STDSMA0771AH	STANDARD 5 YEAR SMA AND SW FEATURES	EA	0.00	0.00	
1	LSVC-OPTOUT	LOCAL SERVICE OPT-OUT	EA	0.00	0.00	
CUSTOMER HAS OPTED OUT OF LOCAL SERVICE OPTIONS:						
DISCLAIMER TO CUSTOMER: IF YOU CHOOSE TO OPT OUT OF THE LOCAL SERVICES OPTION THEN CURRENT STANDARD PRICING WILL BE CHARGED FOR FACILITATING WARRANTY REPAIRS, FIRMWARE UPGRADES, PROGRAMMING, AND ANY OTHER ADDITIONAL APPLICABLE FEES UNDER LOCAL SERVICE PLANS.						
1	RKN4136A	"ACCESSORY KIT,IGNITION SWITCH CABLE"	EA	37.80	37.80	
1	RSN4003A	7.5W EXT SPEAKER	EA	51.84	51.84	
1	PMLN5072A	"KIT, MOTOTRBO REAR ACCESSORY CONNECTOR"	EA	6.00	6.00	
1	S&H	SHIPPING/HANDLING	EA	9.95	9.95	

QUOTATION
105001218

Bill To:
 Bonifay FL Fire Dept
 301 N Etheridge St
 Bonifay, FL 32425-0000

Ship To:
 Bonifay FL Fire Dept
 301 N Etheridge St
 Bonifay, FL 32425-0000

Contact: Accounts Payable
Contact #: 904-547-4238

Contact: Accounts Payable
Contact #: 904-547-4238

Date: 06/19/2023		Customer #: 7500690	Terms: NET 30 DAYS		
Qty	Item	Description	U/M	Unit Price	Extended

Accepted By: _____ **Date:** _____

Please contact customer representative by phone or email with any questions:
 Customer Rep: Eric Austill
 Phone #:
 Email: ericaustill@callmc.com

Subtotal : \$1,346.59
 Tax :
 Total Quote : \$1,346.59

Effective August 1, 2018, all credit card payments are subject to a 2% convenience fee

Quote Valid for 30 Days.

All orders are subject to partial shipment and partial invoice
 Tax calculations provided are estimates and are subject to change.



MOBILE COMMUNICATIONS AMERICA, INC. TERMS AND CONDITIONS

“MCA” shall mean Mobile Communications America, Inc. and “Buyer” shall mean the customer named in the applicable Order (defined below). “Parties” shall mean MCA and Buyer, collectively, and “Party” shall mean MCA or Buyer, individually. “Products,” “Equipment” or “Services” shall individually or collectively mean the equipment and parts (with respect to Products and Equipment) and services (with respect to Services) referred to in the applicable Order. These Terms and Conditions (“T&Cs”) shall apply to and form a part of all orders for Services and, if applicable, Products, issued by Buyer and expressly accepted by MCA (each, an “Order” and together with the T&Cs, the “Agreement”). The Agreement, together with any documents incorporated herein by reference, constitutes the sole and entire agreement of the Parties, and supersedes all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral. In the event of any conflict between these T&Cs and the Order, these T&Cs shall govern, unless the Order expressly states that the terms and conditions of the Order shall control. Neither the transactions contemplated hereby and/or the Agreement, nor any Order consummated between the Parties, are intended to constitute or create a joint venture, pooling arrangement, partnership, or formal business organization of any kind. The Parties shall act as independent contractors at all times and neither Party shall act as an agent for the other, and the employees of one Party shall not be deemed employees of the other Party. Buyer shall place an Order with MCA in compliance with these T&Cs.

MCA reserves the right, without notice to Buyer, to provide any Product through, or cause any of its obligations under these T&Cs to be performed by, any of its Affiliates. In such case, the work shall be treated as a separate agreement between the Buyer and Affiliate, governed by these T&Cs with the Affiliate taking the place of MCA for all purposes herein. Buyer is to make payment directly to the Affiliate for such Orders. For the purposes of these T&Cs, “Affiliate” shall mean, with respect to a Party, any entity which owns or controls, is owned or controlled by, or is under common ownership or control with, such Party. In addition, MCA may subcontract the Services provided to Buyer to a third party without Buyer’s consent, provided that such subcontracting will not release MCA from any of its obligations under the Agreement.

MCA’s acceptance of an Order is expressly conditioned upon Buyer’s consent to these T&Cs. These T&Cs prevail over any other terms and conditions or other provisions contained in Buyer’s documentation whether pre-printed or attached to any Order or any other documentation exchanged by the Parties. If these T&Cs are not acceptable to Buyer, Buyer must so notify MCA prior to Order placement by specific written objection. Buyer’s consent to these T&Cs will be conclusively established by Buyer’s acceptance of a quote from MCA, unless written objections are received prior to Order placement. No waiver, alteration or modification of these T&Cs shall be binding on MCA unless in writing and signed by an Executive Officer of MCA. The quantity, quality and description of the Equipment shall be as specified in an applicable Order and/or any applicable specification agreed to in writing by the Parties. Solely with respect to Services, MCA’s acceptance of an Order is also expressly subject to MCA’s inspection of the site where the Services will be performed and its suitability for the Services in MCA’s sole and absolute discretion.

QUOTATION DETAILS: All quotations reflect U.S. Dollars. All payments must be made in U.S. Dollars. If Buyer makes payment by check, the check must be drawn on a US bank. Payment shall not be deemed received by MCA for any purpose hereunder, including MCA’s security interest in the Products, until such time as MCA receives cleared available funds. The price for the Services and, if applicable, the Products, or the manner or method by which such prices shall be set or finally determined, shall be set forth in the Order. Buyer acknowledges that Product prices may fluctuate due to manufacturer costs, supply chain variances or Force Majeure Events (hereinafter defined). As such, MCA reserves the right to adjust Services and/or Product prices accordingly and/or cancel Orders at any time. MCA will make reasonable effort to provide Buyer timely notice of such changes. The right to refuse to accept any Orders for any reason is reserved by MCA even if a previous quotation has been made.

TERMS AND METHODS OF PAYMENT: Payment shall be due and payable thirty (30) days from the date of invoice. Payment shall not be withheld on account of any claim by Buyer against MCA. If Buyer disputes any portion of a MCA invoice, Buyer shall pay the undisputed portion when due and MCA and Buyer shall work to resolve the dispute within thirty (30) days. Nonpayment or delay in payment by Buyer shall be considered a breach of the Agreement.

Each Order, assuming due fulfillment thereof, shall be considered a separate and independent transaction and payment therefor shall be made accordingly. If services, installation and/or shipments (as applicable to a particular Order) are delayed by the Buyer, payments shall be due on the date when MCA is prepared to perform (or cause a third party to perform). Products held for the Buyer shall be at the risk and expense of the Buyer. Products shipped as exchanges will be invoiced for full value until the exchange is complete and Product has been returned to MCA in good and working condition, at which point a credit for the full value will be given to Buyer. If the financial condition of the Buyer at any time does not, in MCA’s sole and absolute discretion, justify continuance of performance or shipment on the terms of payment specified, MCA may require full or partial payment from the Buyer in advance in MCA’s sole and absolute discretion. In the event of bankruptcy or insolvency of the Buyer, or in the event any proceedings are brought by or against the Buyer under any bankruptcy or insolvency laws, MCA shall be entitled to cancel any Order then outstanding and shall receive reimbursement for any expenses incurred by it in connection with such cancellation and any applicable cancellation charges.

Buyer grants to MCA a purchase money security interest in the Products, including any software provided hereunder, and to the proceeds thereof until the full price and all other liabilities due to MCA are satisfied. Upon payment in full to MCA, title to the Products shall pass to Buyer free of such security interest. Buyer hereby authorizes MCA to take any and all steps it determines are necessary to cause its security interest to be maintained and perfected, including, without limitation, the filing of any financing statements, and any amendments and/or renewals thereof. Any invoiced amount which is not paid in accordance with these T&Cs shall be considered overdue. MCA shall be entitled, without prejudice to any of its other rights or remedies, after a seven (7) day grace period to charge Buyer with interest at the rate of 1.5% of total past due amount. Buyer shall not deduct from any invoice any amounts, except such amounts as are set forth in any written credit memorandum (or equivalent) issued by MCA to Buyer prior to the due date of the outstanding invoice. Upon any default or breach by Buyer hereunder and to the extent applicable, MCA shall have all of the rights and remedies of a secured party under the Uniform Commercial Code or other applicable law, which rights shall be cumulative. MCA shall have the right to enter Buyer’s premises and repossess and remove any Products if full payment has not been timely received by MCA.



Buyer shall not and acknowledges that it will have no right, under these T&Cs or any other agreement, document, or law to withhold, offset or debit any amounts owed or due to MCA or any of its Affiliates, whether under these T&Cs or any other agreement between the Parties against any other amount owed or due to MCA or any of its Affiliates under any other document or agreement between MCA and/or any of its Affiliates, on the one hand, and Buyer and/or any of its Affiliates, on the other.

STANDARD TERMS WITHOUT CREDIT: If Buyer has not established preliminary credit with MCA, prepayment of full amount under the Agreement is required, unless such requirement is waived by MCA in its sole and absolute discretion.

STANDARD TERMS WITH CREDIT:

- A. Up to \$50,000.00 - Net within thirty (30) days after date of invoice submitted by MCA.
- B. Over \$50,000.00 require the below milestone payments:
 - 40% down once an Order is accepted by MCA
 - 50% once materials shipped for Buyer's use
 - 10% within thirty (30) days of the earlier of invoice or completion of installation, if applicable.

NON-STANDARD CREDIT TERMS: Negotiable prior to Order acceptance.

NON-STANDARD PAYMENT TERMS:

- A. Cash
- B. Credit card payments by customers with credit terms with MCA

Non-standard payment terms may be subject to convenience fees, in MCA's sole and absolute discretion.

LATE FEES: Without prejudice to any other rights or remedies of MCA, if payment is outstanding after a seven (7) day grace period, 1.5% of the total past due amount will be added to the balance.

TAXES: The prices stated in any quote or Order may not include any provision for sales, use, excise, or similar taxes. The amount of any and all such present or future taxes or other government charges applicable to the Services and, if applicable, the Products will be added by MCA to the sales price and shall be paid by the Buyer, unless Buyer provides MCA with a tax-exemption certificate acceptable to the taxing authority. If MCA is required to pay or bear the burden of any excluded tax, the prices set forth herein shall be increased by the amount of such tax and any interest or penalty assessed, and Buyer shall pay to MCA the full payment of any such increase no later than ten (10) days after receipt of invoiced charges.

DELIVERY: Unless otherwise specifically stated in an agreement between the Parties, delivery of all Products shall be FOB MCA's shipping facility or at MCA's option, FOB point of manufacture. Ground shipment charges through carrier chosen by MCA, unless carrier agreed upon by Buyer and MCA, will be prepaid and added to invoice. Title and risk of loss or damage shall pass to Buyer upon MCA's delivery of the goods to a common carrier or other delivery agency for shipment to Buyer. MCA assumes no liability in connection with shipment nor shall the carrier in any way be construed to be an agent of MCA. MCA shall not be liable for any damages or penalty for delay caused by transportation or failure to give notice of such delay. The Equipment shall be marked in accordance with the Buyer's instructions and any applicable regulations or requirements of the carrier, if applicable, and properly packed and secured so as to reach their destination in an undamaged condition in the ordinary course. The Equipment shall be delivered to the delivery address stated in the order on the date or within the period stated in the order, in either case during the Buyer's usual business hours. If MCA is unable to make deliveries as specified by Buyer, MCA shall notify Buyer immediately. Insurance is not included in the price unless requested by Buyer at the time of order placement. It shall be the responsibility of the Buyer to file claims with the carrier for loss or damage to goods while in transit.

INSPECTION: MCA shall take any steps necessary to comply with any reasonable request by the Buyer to inspect or test the Products prior to installation. If as a result of inspection or testing the Buyer is not satisfied that such Products will perform as anticipated per the written guidelines of the applicable manufacturer of a particular Product (each, a "Manufacturer"), and if the Buyer so informs MCA within seven (7) days of inspection or testing, MCA shall take commercially reasonable steps as are necessary to ensure compliance. Failure to so inform MCA within such seven (7)-day period shall constitute Buyer's irrevocable waiver of its rights under this Section.

LIMITED WARRANTY:

- A. **MANUFACTURER'S WARRANTIES.** Manufacturers of the Products provide warranties, including, a software warranty and a license warranty, of varying periods and coverage (collectively, "Manufacturer Warranties"). Written copies of Manufacturer Warranties are available upon request. Buyer acknowledges and agrees that MCA shall have no obligation whatsoever in respect of Manufacturer Warranties and makes no warranty with respect to any goods or supplies supplied by any third party.
- B. **LIMITED SERVICES WARRANTY.** MCA warrants to Buyer that it shall perform the Services using personnel of required skill, experience, and qualifications and in a professional and workmanlike manner in accordance with generally recognized industry standards for similar services and shall devote adequate resources to meet its obligations under the Agreement ("Limited Services Warranty"). The Limited Services Warranty shall survive for a period of twelve (12) months following the date Services commences (the "Warranty Period"). The Limited Services Warranty is not assignable or transferrable to any third party (including any Affiliate of Buyer).
- C. **WARRANTY DISCLAIMER. EXCEPT FOR THE LIMITED SERVICES WARRANTY, MCA MAKES NO WARRANTY WHATSOEVER WITH RESPECT TO SERVICES AND/OR ANY PRODUCT, INCLUDING ANY (A) WARRANTY OF MERCHANTABILITY; (B) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; (C) WARRANTY OF TITLE; (D) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; OR (E) OTHER WARRANTY WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE, OR OTHERWISE.**
- D. **WARRANTY CONDITIONS.** MCA shall not be liable for a breach of the Limited Services Warranty unless: (A) Buyer gives written notice of breach thereof, reasonably described, to MCA within twenty (20) days of the time when Buyer discovers or ought to have discovered the breach and such notice is given during the Warranty Period and (B) MCA reasonably verifies Buyer's claim that the Services was defective. MCA shall not be liable for a breach of the Limited Services Warranty if (i) Buyer makes any further use of such Products after giving such notice; (ii) the defect arises because Buyer failed to follow MCA's oral or written instructions as to the storage, installation,





commissioning, use or maintenance of the Products; or (iii) Buyer alters or repairs such Products without the prior written consent of MCA.

- E. EXCLUSIVE REMEDIES. Subject to Buyer’s compliance with the paragraph titled “Warranty Conditions” above, Buyer’s sole and exclusive remedy for breach of the Limited Services Warranty shall be, in MCA’s sole discretion, (i) to repair or re-perform the applicable Services or (ii) to credit or refund the price of such Services at the pro rata contract rate. SUCH REMEDY SHALL BE THE BUYER’S SOLE AND EXCLUSIVE REMEDY AND MCA’S ENTIRE LIABILITY FOR ANY BREACH OF THE LIMITED SERVICES WARRANTY.

SHORTAGES AND DEFECTS OF PRODUCTS: Buyer will be deemed to have accepted the Products upon shipment unless MCA is notified in writing of the rejection of any unit of the Product. Any claim of shortages or defects must be made within three (3) days of delivery to Buyer. Claims must be provided to MCA in writing and must detail for MCA the specific reason(s) for rejection. Buyer shall afford MCA prompt and reasonable opportunity to inspect all Products against which any claim is made. Buyer shall not return any Equipment to MCA without prior authorization. After MCA has reviewed the rejection notice and authorized the return, Buyer will return the unit to MCA (or MCA’s designee) in the same condition as when it was received. All returns must be in the original container and packaging along with all accessories and instructions included must be shipped freight prepaid. Notwithstanding the foregoing, (a) in the event MCA reasonably determines that the basis for rejection relates to a matter covered by a Manufacturer Warranty, MCA shall have no liability under this Section other than to inform Buyer of such determination.

FORCE MAJEURE: MCA shall not be responsible for any failure to perform due to causes beyond its reasonable control, such as, but not limited to, acts of God, flood, fire, earthquake, explosion, acts of the Buyer, acts of civil or military authority, war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest, embargoes or blockades, national or regional emergency, judicial action, pandemic, epidemic, default of subcontractors or vendors, labor disputes, accident, failure or delays on transportation, and inability to obtain necessary power, labor or materials (each, a “Force Majeure Event”). In the event of any delay due to such causes, or other difficulties, (whether or not similar in nature to any of those specified) the date of delivery shall be extended in writing for a period equal to the time lost.

CANCELLATION: Special order items are not cancelable due to restrictions in third party vendor terms and conditions. Orders of (i) Products regularly stocked by MCA and (ii) Services may be cancelled, subject to the following terms. If Buyer provides written notice of cancellation prior to shipment of Products or commencement of the Services (whichever occurs first), the Order may be cancelled without charge. If Buyer provides written notice of cancellation once shipment of Products has occurred or Services have commenced, but prior to delivery and installation (with respect to Products) or completion (with respect to Services), Equipment may be returned at Buyer’s expense and may be subject to restocking charges and Buyer will be charged and agrees to pay for all Services (or portion thereof) rendered to Buyer. Programmed Equipment may be returned at MCA’s discretion and will be subject to a reprogramming fee. Orders may not be cancelled once Products are delivered and installed. Orders may not be cancelled, and Buyer will be charged for and agrees to pay for all Equipment actually delivered or Services rendered, upon the earlier of (x) the completion of the Services and (y) the delivery and installation of the Products.

ASSIGNMENT: The Buyer shall not assign in whole or in part these T&Cs or any interest therein or any rights hereunder without the written consent of MCA, which shall not be unreasonably withheld or delayed. Any such assignment without consent shall be void. Notwithstanding the foregoing, MCA may assign these T&Cs or any other agreement between the Parties, without consent in whole or in part, for the purposes of corporate reconstruction, reorganization, or analogous proceeding, or to (a) any Affiliate; or (b) a third party in the event of a merger, recapitalization, conversion, consolidation, other business combination or sale of all or substantially all of the assets of MCA to such third party.

TERMINATION FOR DEFAULT: In the event that a Party (the “Breaching Party”) is in breach of a material provision of the Agreement, the other Party (the “Non-Breaching Party”) shall submit a written cure notice to the Breaching Party advising of such breach. Except in the case of amounts due to MCA from Buyer, which shall be paid immediately upon Buyer’s receipt of the notice, the Breaching Party shall have thirty (30) days from receipt of such notice to cure the breach. If the Breaching Party does not cure the breach within the thirty (30) day cure period, the Non-Breaching Party may terminate the Order.

SEVERABILITY: If any provision or part-provision of these T&Cs is or becomes invalid, illegal, or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of these T&Cs.

DISPUTES: MCA and Buyer shall attempt in good faith to resolve any dispute, controversy, or claim arising under or relating to an Order or these T&Cs by negotiation between the representatives of each Party who have the authority to settle the dispute. If the Parties are unable to resolve such dispute, either Party may refer the dispute to arbitration. The arbitration shall be conducted in English and in accordance with the Commercial Rules of the American Arbitration Association, which shall administer the arbitration and act as appointing authority. The arbitration, including the rendering of the decision and/or award, shall take place in Spartanburg County South Carolina, United States of America, and shall be the exclusive forum for resolving the dispute, controversy, or claim. The arbitrator shall make the final determination as to any discovery disputes between the Parties. Examination of witnesses by the Parties and by the arbitrator shall be permitted. A written transcript of the hearing shall be made and furnished to the Parties. The cost of this transcript shall be borne equally by the Parties. The award or decision of the arbitrator shall state the reasons upon which the award or decision is based and shall be final and binding upon the Parties. The prevailing Party shall be entitled to compensation for the expense of the arbitration, including, but not limited to, the award of attorneys’ fees, at the discretion of the arbitrator. The award shall be enforceable before any court of competent jurisdiction upon the application to such court by either Party. Each Party irrevocably and unconditionally waives any right to a trial by jury in respect to any legal action arising from these T&Cs or any other agreement between the Parties.

GENERAL: Both Parties will comply with all applicable federal, state and local laws. These T&Cs shall be governed by the laws of the State of South Carolina, without regard for conflict of laws provisions thereof. If any term or provision of these T&Cs shall to any extent be held by a court or other tribunal to be invalid, void or unenforceable, then that term or provision shall be inoperative and void insofar as it is





conflict with the law, but the remaining terms and provisions shall nevertheless continue in full force and effect and the rights and obligations of the Parties shall be construed and enforced as if these T&Cs did not contain the particular term or provision held to be invalid, void or unenforceable. The failure of MCA to insist, in any one or more instances, upon the performance of any such term, covenant or conditions of these T&Cs or to exercise any right herein, shall not be construed as a waiver or relinquishment of the future performance of any such term, covenant or condition or the future exercise of such right, but the obligation of the Buyer with respect to such future performance shall continue in full force and effect.

GOVERNMENT CONTRACTS: In the event that the Buyer’s customer is the United States Government, the Services and, if applicable, Products are purchased as Commercial Services or Commercial Products, respectively, under the Federal Acquisition Regulation (“**FAR**”), and MCA will agree to comply with, if applicable, FAR 52.212-5 (Contract Terms and Conditions Required to Implement Statutes or Executive Orders—Commercial Products and Commercial Services). Any other Government flow downs shall be negotiated by the Parties and agreed upon between the Parties in writing prior to acceptance of an Order by MCA.

FCC AND OTHER GOVERNMENT MATTERS: Although MCA may assist in the preparation of FCC License Applications as a courtesy, Buyer is solely responsible for obtaining any licenses dictated under the FCC’s rules and regulations or required by any other Federal, State or Local government agency. Neither MCA nor any of its employees is an agent of the Buyer in FCC or other governmental matters.

LIMITATIONS:

- A. **LIMITATIONS OF MCA LIABILITY.** IN NO EVENT SHALL MCA BE LIABLE TO BUYER OR ANY THIRD PARTY FOR ANY MATTER ARISING OUT OF OR RELATED TO THESE T&Cs IN RESPECT OF ANY LOSS OF USE, REVENUE OR PROFIT OR LOSS OF DATA OR DIMINUTION IN VALUE, OR FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT MCA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.
- B. **MAXIMUM LIABILITY.** IN NO EVENT SHALL MCA’S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THESE T&Cs, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EXCEED THE PURCHASE PRICE OF THE PARTICULAR PRODUCTS SOLD AND/OR SERVICES RENDERED HEREUNDER WITH RESPECT TO WHICH LOSSES OR DAMAGES ARE CLAIMED.
- C. **EXCLUSIONS.** Notwithstanding the foregoing, the limitations of MCA’s liability set forth herein shall not apply to (i) liability resulting from MCA’s willful misconduct and (ii) death or bodily injury resulting exclusively from MCA’s acts or omissions.
- D. **INSURANCE:** It is further understood that MCA is not an insurer, and that Buyer shall obtain and maintain all necessary and appropriate policies of insurance in respect of its obligations under these T&Cs. MCA does not represent or warrant, and MCA hereby expressly disclaims any responsibility for, that Products will avert or prevent occurrences, or the consequences therefrom, which are monitored, detected, or controlled with the use of the Equipment sold herein.
- E. **NO REPRESENTATIONS.** MCA’s representatives are only authorized to fill in the blanks on any agreement, sales order or quote form governed by these T&Cs. The issuance of information, advice, approvals, instructions or cost projections by MCA sales or service personnel or other representatives shall be deemed expressions of personal opinion only and shall not affect MCA and Buyer’s rights and obligations hereunder, unless that same is in writing and signed by an officer of MCA with the explicit statement that it constitutes an amendment to this Agreement.

INDEMNIFICATION: Each Party (the “**Indemnifying Party**”) agrees to indemnify, defend, and hold harmless the other Party, its officers, directors, and employees (the “**Indemnified Party**”) from and against any and all liabilities, losses, damages, expenses, liens, claims, demands, actions, judgments, settlements, interest, awards, penalties, fines costs and expenses, including, without limitation, reasonable attorneys’ fees, costs of collection, costs of recovering insurance, and costs of enforcing this indemnification provision (“**Claims**”) for death, personal injury, or property damage arising out of any negligent act or omission of the Indemnifying Party in the performance of an Order, except to the extent such Claims are contributed to by (i) the negligence or willful misconduct of the Indemnified Party or (ii) the negligence or willful misconduct of any third parties. Buyer agrees to indemnify, defend, and hold harmless MCA, its officers, directors, and employees for any and all claims, including claims asserted by third parties, related to any Equipment or Services performed in whole or in part by MCA. The Indemnified Party agrees to (i) notify the Indemnifying Party in writing of any Claims as soon as reasonably practicable; (ii) allow the Indemnifying Party to control the defense of any such Claim and related settlement negotiations; and (iii) reasonably cooperate with the Indemnifying Party in any defense actions.

PATENT, COPYRIGHT AND TRADEMARKS:

- A. **COPYRIGHT AND MASK WORKS:** Laws in the United States and other countries preserve for manufacturers certain exclusive rights, in the manufacturer’s software incorporated into any Product (“**Manufacturer’s Software**”) or included in Services, mask works and other works of authorship furnished hereunder, including, without limitation, the exclusive rights to prepare work derived from same, reproduce copies in same and distribute copies of same. Such Manufacturer’s Software, mask works and other works of authorship may be used in, and redistributed with, only the equipment which incorporates the same. No other use, including without limitation, the reproduction, modification, or disassembly of such Manufacturer’s Software, mask works and other works of authorship or exclusive rights in same is permitted.
- B. **REVERSE ENGINEERING:** Buyer acknowledges manufacturer’s claim that the Manufacturer’s Software and Equipment furnished hereunder contain valuable trade secrets of manufacturer and therefore agrees that it will not translate, reverse engineer, decompile, or disassemble, or make any other unauthorized use of such manufacturer’s software and equipment. Since unauthorized use of such Manufacturer’s Software and equipment will greatly diminish the value of such trade secrets.
- C. **LOGOS AND TRADEMARKS:** Buyer shall not have a right to use any trademarks, names, slogans, or designations of MCA or any manufacturer of products incorporated into or included in any Products and/Services.





Why Join the DPS Recovery Team?

- 30+ years of debt collection experience on the DPS Recovery team
- Full-service debt recovery company with NO financial risk to the client
- Proprietary technological software that provides accurate, detailed reports to our clients in a timely manner
- Multiple ways to access immediate client support, if needed
- Fast debt recovery producing an increased cash flow to the client
- RESULTS

Client Fee Schedule:

- Municipal Utility 30%*
- Court Collections 30%*

* Unless stated otherwise by form of a contract, the 30% fee for all Utility Collections will be in addition to any amounts owed to the client. This 30% fee is at NO COST to the client

*The 30% fee for all Court Collections will be in addition to any amounts owed to the client. This 30% fee is at NO COST to the client



DPS RECOVERY

DEBT TYPES

- All Municipal Utilities
- Water
- Electric
- Sewer
- Gas
- Waste Collection
- EMS
- Property Taxes
- Traffic Infractions
- Juvenile Crime
- Felony
- Probate
- Criminal Traffic
- Toll Infractions
- Circuit Civil
- Non-Traffic
- Misdemeanor
- County Court Appeals
- And more...



SALES TEAM

ANTHONY DAHLBECK

386.344.5755

ANNETTE MIRANDA

404.702.9006

LEWIS SHARP

386.623.2899



DPS RECOVERY

DPS specializes in increasing cash flow by recovering revenue for our clients in a professional manner. As a contingency debt recovery service company, we never compromise integrity and maintain respect during all interactions with debtors.

The DPS Difference

CMT

Internet-Based Case Management Tools. CMT is a tool for direct access to data, reports, and other specific customer information. This software was designed by our consulting technology expert and can be tailored specifically to you.

EXPERIENCE

DPS Recovery is a full service collection agency with over 30 years of experience in the collections sector. All accounts placed with DPS are assigned to experienced, professionally trained, compliant Account Agents.

CLIENT SUPPORT

Client satisfaction is a top priority at DPS. Clients can contact us at anytime for any need. DPS provides prompt service, informatics, support, and any other client request as needed.

INNOVATIVE SOLUTIONS

DPS provides assistance to the debtor by providing live agents by phone and online support via live chat. Multiple payment methods are made available to the debtor: online, phone, and mail.

At DPS we put the client **FIRST** - If you are looking to recoup unpaid debt in a streamlined, efficient manner, we're the company for you. Contact us at anytime for more information. We would love the opportunity to earn your trust and business.

www.DPSRecovery.com

1.877.PAY.FEES

DEBT COLLECTION SERVICES AGREEMENT

This Debt Collection Services Agreement (the “Agreement”) is entered into between DPS Recovery, LLC (“DPS Recovery”) and _____ (the “Client”) (together, the “Parties”) on this _____ day of _____, 2023 (the “Effective Date”).

Recitals

WHEREAS, The Client seeks to retain the services of DPS Recovery, a “consumer collection agency” within the meaning of Florida Statutes Section 559.55, in order to collect certain debt owed to it;

WHEREAS, DPS Recovery is engaged in the business of government debt collections and is willing to provide such services;

NOW THEREFORE, DPS Recovery and the Client (together, the “Parties”) hereby enter into this Agreement regarding the collections of debt owed to the Client pursuant to the terms contained herein.

Agreement

1. Acknowledgements, Representations, Warranties

The Parties hereby represent and warrant that the recitals set forth above are true and correct and hereby incorporate each as if they were set forth fully herein. Client represents and warrants to DPS Recovery that Client is not prohibited by the terms of any agreement, understanding, policy, code, law, rule, or regulation from entering into this Agreement. Client further represents and warrants to DPS Recovery that the terms and conditions of this Agreement will and do not violate or contravene the terms or conditions of any other agreement to which Client is bound, obligated, or otherwise a party to.

2. Services Provided

A. Scope of Services. DPS Recovery agrees to provide debt collection services to the Client in the form of collecting any and all past-due or unpaid debts owed to the Client. (the “Services”).

B. Term: Renewal. This Agreement shall begin on the date first set forth above and end on the date one (1) years therefrom (the “Term”). If, at the expiration of the Term of this Agreement, DPS Recovery and the Client are in full compliance with the terms of this Agreement, the Agreement shall automatically renew for additional one-year periods upon the same terms and conditions unless either party terminates the Agreement in accordance with Section 7 of this Agreement.

3. Process for Collection of Accounts

A. Duties and Obligations of DPS Recovery. DPS Recovery is responsible for the following duties and obligations:

- i. Compliance with all local, state, and federal laws and ordinances necessary to provide the Services;
- ii. Obtaining all necessary permits and fees in order to provide the Services;
- iii. Drafting, formatting, and conducting all communications relating to the Services;
- iv. Establishing a system for payment of the debt;
- v. Transmitting information relating to the collection of debt to the Client;
- vi. Maintaining a non-interest bearing trust account which retains any debts collected related to the Services;
- vii. Maintaining all records related to a debtor for a period of three (3) years after the initial request by the Client to engage in collection efforts against that debtor; and
- viii. DPS Recovery shall not settle or compromise any debt from a Referral for less than the full amount owed unless directed, in writing, by the Client. However, DPS Recovery may settle any debt from a Referral by taking either a reduced Collection Fee (defined below), or no Collection Fee at all.

B. Duties and Obligations of Client. Client is responsible for the following duties and obligations:

- i. Client shall determine, in its sole discretion, which debts and/or debtors to refer to DPS Recovery (a “Referral”);
- ii. Upon Referral, Client shall be responsible for furnishing all information available to the Client to DPS Recovery related to the Services, including, but not limited to, debtor name, address, and any information relating to the debt being collected, including that information required by applicable law, such as the Fair Debt Collection Practices Act (the “Debt Profile”) within three (3) business days in the method and manner to be agreed upon by the Parties, and Client will use all reasonable efforts to provide accurate information as required above and as to the amount of the debt owed;
- iii. Each Referral shall contain a unique identifier by which DPS Recovery and Client may identify the debt and/or debtor;

iv. Upon Referral, Client shall immediately cease and desist from any further collection efforts, including forwarding billing statements and demand letters and making phone calls;

v. After Referral, Client shall direct any and all communication regarding a debt to DPS Recovery;

vi. After Referral, until revocation of the Referral, Client shall not accept any money from that debtor or collect on any such debt, and instead shall direct the debtor to make all payments to DPS Recovery; and

vii. Client shall cooperate in good faith with DPS Recovery efforts to provide the Services and/or otherwise collect debts on behalf of Client.

viii. If Client collects on a debt after a Referral to DPS Recovery, it must collect DPS Recovery Collection Fee and remit that Collection Fee to DPS Recovery within five (5) business days of collection.

C. Suspension of Collection. If the Client wishes to suspend the collection of any Referral, it must notify DPS Recovery in writing at least five (5) business days before any collection efforts will cease. If written notice is properly provided, DPS Recovery will cease all collection activity and acceptance of payment(s) on that Referral. In addition, DPS Recovery will not charge the Client for the Collection Fee on that Referral, to the extent of Collections made after the providing of the written notice (provided that DPS Recovery shall be entitled to receive its Collection Fee on Collections made prior to the providing of the written notice)

4. Compensation and Payment

A. Compensation to DPS Recovery. DPS Recovery shall receive a fee for the Services equal to the table below;

Please Check all that apply

30%	All Municipal Utilities	
30%	All Traffic & Court Collections	
30%	All Emergency Medical Service (EMS)	
30%	All Property Tax	

Unless otherwise agreed to by the parties in writing, the 30% fee for all Utility Collections will be in addition to any amounts owed to the client. This 30% fee is at NO COST to the client.

The 30% fee for all Court Collections, Property Tax, and EMS will be in addition to any amounts owed to the Client. The 30% fee is at NO cost to the client.

5. Indemnification

A. Indemnification of the Client. DPS Recovery shall indemnify, defend, and hold Client and each of its officers, directors, employees, affiliates, and agents harmless from and pay any and all losses, costs, damages, claims, obligations, liabilities and expenses (including, without limitation, all reasonable attorneys' fees and costs), whether known or unknown, contingent or vested, matured or not matured, whether or not resulting from third-party claims, directly or indirectly, resulting from, relating to, arising out of or attributable to (i) any breach, violation or default by DPS Recovery of any term, covenant, warranty, representation, agreement, provision, or obligation set forth in this Agreement or (b) any violation or breach of any rule, regulation, statute, or law governing the Services unless such violation is the direct or proximate result of Client's (i) breach, violation or default of any term, covenant, warranty, representation, agreement, provision, or obligation set forth in this Agreement or (ii) act or omission, including Client's negligence.

B. Indemnification of DPS Recovery. Client shall indemnify, defend, and hold DPS Recovery and each of its owners, officers, directors, employees, affiliates, and agents harmless from and pay any and all losses, costs, damages, claims, obligations, liabilities and expenses (including, without limitation, all reasonable attorneys' fees and costs), whether known or unknown, contingent or vested, matured or not matured, whether or not resulting from third-party claims, directly or indirectly, resulting from, relating to, arising out of or attributable to any breach, violation or default by Client of any term, covenant, warranty, representation, agreement, provision, or obligation set forth in this Agreement.

C. Notification of Claim. Each indemnified party under this Section 5 will promptly, but no later than ten (10) business days after notice to such indemnified party of any claim as to which it asserts a claim for indemnification, notify the indemnifying party of such claim and the amount thereof; provided, however, that the failure to give such notification shall not relieve the indemnifying party from any liability which it may have pursuant to the provisions of this Section 5 as long as the failure to give such notice within such time does not materially prejudice to the indemnifying party. Notice to an indemnified party for the purpose of the preceding sentence shall mean the provision of written notice or demand from the indemnified party, filing of any legal action, or receipt of any claim in writing by the indemnifying party or similar form of actual notice to the indemnifying party.

D. Defense of Claim. For any claim for indemnification by an indemnified party hereunder, the indemnifying party may, by written notice to the indemnified party, undertake to conduct any proceedings or negotiations in connection therewith or necessary to defend the indemnified party and take all other reasonable steps or proceedings to settle or contest such claim, including without limitation, the engagement of counsel; provided, however, that the indemnifying party shall reasonably consider the advice of the indemnified party as to the defense and settlement of such claim and the indemnified party shall have the right to participate, at its own expense, in such defense, but control of such litigation and settlement shall remain with the indemnifying party. The indemnified party shall provide all reasonable cooperation in connection with any such defense by the indemnifying party. Counsel and auditor fees, filing fees and court fees of all proceedings, contests or lawsuits with respect to any such claim shall be borne by the indemnifying

party. If any such claim is made hereunder and the indemnifying party elects not to undertake the defense thereof by written notice to the indemnified party or otherwise fails to undertake the defense thereof, the indemnified party shall be entitled to undertake the defense and demand and receive payment from the indemnifying party to cover the full cost of the defense of the claim(s) paid by the indemnifying party as provided for in Section 5 of this Agreement. If the indemnifying party undertakes such defense, and the indemnified party requests the right to assume control of such defense by providing written notice to the indemnifying party, the indemnified party's right to indemnification shall terminate and the indemnified party shall bear all costs, expenses, and fees associated with such defense, as well as any losses, costs, damages, claims, obligations, liabilities and expenses associated therewith.

E. Cost of Defense; Advancement. Any payments owed to the indemnified party from the indemnifying party pursuant to this Section 5 shall be affected by wire transfer of immediately available funds from the indemnifying party to an account designated in writing by the indemnified party within twenty (20) days after request by the indemnified party.

6. Insurance Requirements

A. Insurance Requirements of DPS Recovery. During the Term, DPS Recovery shall maintain insurance as specific in **Exhibit B** to this Agreement. All policies shall be specifically endorsed to provide that the coverages provided pursuant to this provision will be primary and that any insurance carried by the other party shall be excess and non-contributory. All policies shall be specifically endorsed to provide that such coverage shall not be canceled or materially changed without at least thirty (30) days' prior written notice to the other party.

7. Termination

A. Termination by Either Party. Either party may terminate this Agreement with or without cause at any time upon written notice (a "Notice of Termination"). Once a Notice of Termination has been received by the non-terminating party, the Agreement shall continue in effect for a period of ninety (90) days (the "Termination Period"). During the Termination Period, both Parties shall continue to comply with all obligations and duties under this Agreement. After the Termination Period has expired, both Parties shall be relieved of all obligations and duties under this Agreement, except for those described in Section(s) 7.B and 9.G of this Agreement.

B. Payment Received After Termination. If DPS Recovery receives a payment from a debtor after the termination of this Agreement, it shall be entitled to withhold its Collection Fee and remit the remainder of the payment to the Client in accordance with Section 4.B of this Agreement. Likewise, if the Client receives a payment from a debtor related to a Referral after the termination of this Agreement, it shall collect and remit DPS Recovery Collection Fee within five (5) business days of collection.

C. Non-Renewal of Term. Should either party wish to avoid the automatic renewal of this Agreement as detailed in Section 2.B, that party must provide written notice to the other party at least ninety (90) days prior to the expiration of the Term (or any subsequent Term should it be renewed for one (1) or more terms).

8. Notice

Any notice, request, or consent required or given pursuant to this Agreement shall be in writing and sent by same-day hand-delivery, recognized overnight courier, charges prepaid, or by certified mail, return receipt requested, postage prepaid to the addresses below. A notice, request or consent so given under this Agreement is effective upon delivery of same or the refusal to accept delivery thereof. The Parties agree to use reasonable efforts to send copies of all notices simultaneously by facsimile or electronic mail transmission for their mutual convenience. Any party may change his address by giving ten (10) day’s prior written notice thereof to the other party.

If to DPS Recovery, LLC:

3626 Quadrangle Blvd. Ste 100
Orlando, FL 32817
Attn: Anthony Dahlbeck

If to Client:

9. Miscellaneous

A. Independent Contractor. DPS Recovery shall at all times be acting as an independent contractor of the Client. Nothing in this Agreement shall be construed so as to create an agency, employment, partnership, or joint venture relationship between DPS Recovery and the Client.

B. Entire Agreement. This Agreement expresses the entire agreement of the Parties with respect to the subject matter hereof and supersedes all prior and contemporaneous oral and written agreements, negotiations, and discussion on the matters covered herein. Each of the Parties affirms that there are no contemporaneous oral promises, representations, or agreements not set forth herein inducing entry into this Agreement and all prior negotiations, discussions, statements, and representations are merged herein. The Parties acknowledge and agree that neither of them relied upon any oral statement or agreement in making the decision to execute this Agreement. Reliance by the Parties on verbal communication accordingly is unwarranted.

C. Amendments. This Agreement shall only be modified or amended by written agreement of both of the Parties.

D. Severability. In case any one or more of the provisions contained in this Agreement shall, for any reason, be held to be invalid, illegal, overbroad, or otherwise unenforceable in any respect, whether in whole or in part, then the Parties agree that it is their intention that (i) the offending provision be modified and/or reduced in scope and term so that it is enforceable; (ii) such invalidity, illegality, over breadth, or unenforceability does not affect any other provisions of this Agreement; and (iii) this Agreement shall be construed as if such invalid, illegal, over broad, or unenforceable provision had never been contained herein.

E. Waiver. No waiver of a breach of any provision of this Agreement shall be construed as a waiver of the ability to declare a breach of that provision, or any other provision, of this Agreement. Failure by either of the Parties to enforce any terms of this Agreement shall not be deemed as a waiver of the right to enforce any of the terms of this Agreement.

F. Assignability. Neither of the Parties may assign their obligations under this Agreement, without written consent of the other party, to any other person or entity.

G. Restrictive Covenant. During the Term (and any renewal thereof) and for a period thereafter of one (1) year, Client agrees that it will not, directly or indirectly, (i) solicit, induce, influence, offer to provide or provide employment, whether with Client or any third-parties to any person, member, or entity that is or was an employee, a regular or full-time independent contractor, or consultant to DPS Recovery during the Term (and any renewal thereof) (collectively, the “**Work Force**”); (ii) use, hire, retain, or consult with the Work Force; and/or (iii) solicit, induce, or influence any person, member, or entity in the Work Force to alter, modify, or terminate their relationship or any agreement or business expectancy with DPS Recovery.

H. Governing Law. This Agreement shall be governed by, construed, and enforced under the laws of the state where the Client is located.

I. Counterparts and Signatures. This Agreement may be executed in any number of counterparts and by the Parties in separate counterparts, each of which shall be deemed to be an original, and all of which together shall constitute one and the same Agreement. Signatures by facsimile or electronic means shall be deemed an original and shall be valid and enforceable.

J. Advice of Counsel. The Parties acknowledge, agree, represent, and warrant that they were advised to seek independent legal counsel before deciding to enter this Agreement and that they were provided an opportunity to do so and have done so and waive any claim or defense based upon their failure to seek advice of counsel.

K. Construction. This Agreement was prepared after negotiations between the Parties hereto, and if any ambiguity is contained herein, then in resolving such ambiguity no weight shall be given in favor of or against any party on account of its drafting this Agreement. Every covenant, term, and provision of this Agreement shall be construed simply according to its fair meaning.

L. Time is of the Essence. Time is of the essence with respect to the Parties’ performance and observation of each of the terms and conditions of this Agreement.

M. Waiver of Jury Trial. THE PARTIES HEREBY KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVE THE RIGHT TO A TRIAL BY JURY WITH RESPECT TO ANY LITIGATION BETWEEN THE PARTIES, INCLUDING ANY AND ALL CAUSE OR CAUSES OF ACTION, DEFENSES, COUNTERCLAIMS, CROSS CLAIMS OR THIRD PARTY CLAIMS, AND WHETHER SOUNDING IN CONTRACT, TORT, EQUITY, OR OTHERWISE REGARDLESS OF WHETHER SUCH CAUSE OR CAUSES OF ACTION, DEFENSES, COUNTERCLAIMS OR THIRD PARTY CLAIMS ARE BASED ON UPON OR ARISE OUT OF, UNDER, OR ARE RELATED TO THIS AGREEMENT OR ITS SUBJECT MATTER, OUT OF ANY ALLEGED CONDUCT OR COURSE OF CONDUCT, DEALING OR COURSE OF DEALING, STATEMENTS (WHETHER WRITTEN, ORAL, OR OTHERWISE).

IN WITNESS WHEREOF, the Parties have executed this Debt Collection Services Agreement as of the Effective Date.

DPS Recovery.

By: _____

Name: _____

Title: _____

Date: _____

Client: _____

By: _____

Name: _____

Title: _____

Date: _____

EXHIBIT A – SERVICES PROVIDED

EXHIBIT B – INSURANCE REQUIREMENTS

**ADDENDUM CONTAINING ADDITIONAL TERMS
FOR CITY PROCUREMENT OF SERVICES/PRODUCTS**

Provider: _____
Services/Products Provided: _____
Date of Agreement: _____
Identifying Order/Contract Number: _____

THIS IS AN Addendum setting forth additional terms of the agreement between the above Provider and the City of Bonifay, a Florida Municipal Corporation (“the City”), with respect to the services/products listed above, the agreement identified by date and order/contract number (if applicable) stated above (“the Agreement” consists of the above-mention agreement, this addendum, and all final bid and procurement specifications and documents). The Parties (the Provider named above and the City) agree that the Agreement shall be subject to all of the terms and provisions of this addendum (which are incorporated by reference into the Agreement). In the event of any conflict between the provisions of this addendum and the Agreement, the terms of this addendum shall control for all purposes.

Termination. The City shall be entitled to terminate the Agreement with or without cause, for its convenience, or in the event that funding for the services/products set forth in the Agreement is withdrawn by the City in the exercise of its governmental discretion. The termination shall be effective as stated in a termination notice given by the City with at least thirty (30) calendar days’ notice. In the event of such termination, the City shall pay for the services/products provided through the effective date of termination but shall owe no additional compensation or damages of any kind. Provider waives any claim for any other amounts or any damages. The City may also terminate this agreement upon the giving of five (5) business days’ written notice of breach of the Agreement by Provider and Provider’s failure to cure the breach within such five (5) business days. In addition, without limiting the foregoing, any misrepresentation or failure by Provider to disclose a material fact, including (but not limited to) Provider’s licensure, equipment, manpower, and financial resources and financial ability status, whether before or after the date of this Agreement, shall, at the City's option, be grounds for the immediate termination of this Agreement. Provider hereby represents that to the best of its knowledge, there are no financial, legal, or other conditions or matters which would interfere with its ability to fully perform all of its obligations under this Agreement for the full term of this Agreement.

Conditions of bid and procurement. All services/products will be provided in accordance with the specifications and bid items set forth in procurement process (all of the terms and conditions of which are incorporated herein by reference). Provider hereby agrees to provide such services/products in accordance with all applicable law and regulation, including (but not limited to) all regulations and restrictions imposed by the City.

Independent Contractor. For all purposes under this Agreement and otherwise, Provider and Provider’s employees shall be deemed independent contractors and not employees of the City. The City will not withhold or pay any state or federal income tax (either any employer's or employee's

portion), social security tax, Medicare/Medicaid tax or assessment, group or individual medical, dental and life insurance coverage, sick pay, vacation pay, personal leave, unemployment compensation (or insurance for such), or workers compensation (or insurance for such) for Provider or for any of Provider’s employees. Provider and Provider’s employees waive absolutely any right of recovery against the City or its officers, employees, or insurers for any of the above-mentioned benefits or for any other matter, other than compensation due to Provider as set forth in this agreement.

No assignment. Provider shall not be entitled to and shall not assign or subcontract any of the Provider’s duties or obligations hereunder or the services/products, and any such assignment or subcontract shall be void as against the City. Any attempted assignment or subcontracting in violation of this provision shall give the City the right to terminate this Agreement immediately, upon written notice to Provider.

Notice to City. Any notice to the City shall be deemed made on the day personally delivered in writing (by hand delivery, fax, or email) or five business days after mailing by certified or registered mail, postage prepaid, to the Mayor at 301 J Harvey Ethridge St, Bonifay, FL 32425; with a copy to **Michelle Blankenship Jordan**, City Attorney, 1512 Highway 90, Chipley, FL 32428, fax to (877) 208-3898, email to service@blankenshipjordanpa.com.

No Implied Waiver or Amendment. The City shall not be deemed to have waived the enforcement or breach of any provision the Agreement, whether or not recurring, unless such waiver is approved by the governing body of the City in open, public session. Any amendment to the Agreement will be effective only if in writing and signed by the Mayor of the City of Bonifay after approval in an open, public meeting and by the Provider.

Severability. The invalidity or unenforceability of any provisions of the Agreement will not affect the validity or enforceability of any other provision.

Interpretation. The defined terms and paragraph titles used herein are for convenience only and do not limit the contents of this Agreement. When applicable, the use of the singular form of any word shall mean or apply to the plural, and the masculine or feminine or neutral gender as the case may be.

Indemnification by Provider. Provider agrees to indemnify the City (and the City’s Councilpersons, officers, employees, and attorneys) and hold all of them harmless from and against and pay the cost of defense of any and all of them against any and all damages, claims, administrative and judicial proceedings and orders, judgments, remedial action requirements, enforcement actions of any kind, repair work, and all costs and expenses incurred in connection therewith (including but not limited to attorneys' fees, paralegal charges and expenses), arising out of or related to, directly or indirectly, Provider’s performance of or failure to perform Provider’s services/products under this agreement. This indemnification shall apply whether the claim or occurrence happened or began prior to, during, or after any services/products by Provider. The scope of this indemnification shall include, but not be limited to, any and all claims of Provider (except those arising out of a breach of this agreement by the City) or of any other person, firm or corporation. The City remains responsible to the extent of and subject to the limitations provided by Florida law for the acts and omissions of its employees

and agents. Nothing in the Agreement shall be deemed a waiver of the City’s rights or immunities under Fla. Stat. Section 768.28.

Provider’s Insurance. Provider agrees to maintain in full force and effect public and professional liability insurance in the minimum amount of \$1,000,000 during the term of this agreement or any extension hereof, and to furnish copies of each certificate of insurance to the City at any time on request by the City.

No Other Promises. The Agreement, consisting of the Agreement and this addendum and all contract and bid documents, is the entire agreement of the parties with respect to the subject matter hereof. There are no promises, representations or warranties, other than those set forth expressly herein. This agreement is not intended to and shall not be construed to effect any waiver of any immunity accruing under law to the City, or to create any rights or benefits in favor of any other person, firm or corporation or any other third party beneficiary. No duty or obligation imposed hereunder shall be deemed to run in favor or for the benefit of any person, firm or corporation, other than the parties hereto.

Public Records.

(a) **IF THE PROVIDER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE PROVIDER’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS:**

Name: _____

Phone: _____

Email Address: _____

Mailing Address: _____

(b) Provider shall comply with the Florida Public Records laws. In particular, the Provider shall, unless waived in writing by the City:

1. Keep and maintain public records required by the City to perform the service.
2. Upon request from the City’s custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119 Florida Statutes or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Provider

does not transfer the records to the City.

4. Upon completion of performance under the Agreement, transfer, at no cost, to the City all public records in possession of the Provider or keep and maintain public records required by the City to perform the service. If the Provider transfers all public records to the City upon completion of the contract, the Provider shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Provider keeps and maintains public records upon completion of the contract, the Provider shall meet all applicable requirements for retaining the public records. All records stored electronically must be provided to the City, upon the request from the City's custodian of public records, in a format that is compatible with the City's information technology systems.
5. The City and/or its designee shall have the right from time to time at its sole expense to audit the compliance by the Provider with the terms, conditions, obligations, limitations, restrictions and requirements of the Agreement and such right shall extend for a period of three (3) years after any termination of the Agreement.

- (c) Failure to provide the public records to the public agency within a reasonable time may subject the Provider to penalties under s. 119.10 and s. 119.0701(4), Florida Statutes.

Provider Confidential Information. Provider represents that its some or all of its product contains proprietary information and trade secrets of Provider. Accordingly, to the full extent permissible under applicable law and subject to the express terms of this provision, the City agrees to treat the identified product as confidential. In order to be treated as confidential, any material submitted to the City that Provider contends constitutes or contains trade secrets or is otherwise exempt from production under Florida public records laws (including Florida statutes Chapter 119 **must be separately submitted and conspicuously labeled "EXEMPT FROM PUBLIC RECORD PRODUCT-TRADE SECRET"**). In addition, Provider must, simultaneous with the submission of any trade secret material, provide a sworn affidavit from a person with personal knowledge attesting that the trade secret materials constitute trade secrets under Florida Statutes Section 812.081 and stating the factual basis for the same. In the event that a third party submits a request to the City for records designated by Provider as trade secret materials, the City shall refrain from disclosing the trade secret materials, unless otherwise ordered by a court of competent jurisdiction or authorized in writing by Provider. Provider shall indemnify and defend the City and its employees and agents from any and all claims, causes of action, losses, fines, penalties, damages, judgment and liabilities of any kind, including attorney's fees, litigation expenses and court costs relating to the non-disclosure of the trade secret materials in response to a public records request by a third party. Notwithstanding anything in this Addendum or the Agreement, any action taken by the City in compliance with, or in a good faith attempt to comply with, the requirements of Chapter 119, shall not constitute a breach of the Agreement.

Ownership of Product. Provider hereby acknowledges that the documentation, materials, or intellectual property hereunder (collectively, the "Work Product") are works which have been specially commissioned by the City and are "work made for hire" for the City, and further that the City shall own all right, title, and interest therein. The City shall be considered the author of the Work

Product for purposes of copyright and shall own all the rights in and to the copyright of the Work Product and, as between the City and Provider, only the City shall have the right to obtain a copyright registration on the same which the City may do in its name, its trade name or the name of its nominee(s). Accordingly, among other things, the City is the author and owner of the Work Product and shall have the sole and exclusive rights to do and authorize any and all of the acts set forth in Section 106 of the Copyright Act with respect to the Work Product and any derivatives thereof, and to secure any and all renewals and extensions of such copyrights. To the extent Provider does not own such Work Product as a work made for hire, Provider hereby assigns, transfers, releases and conveys to the City all rights, title and interest to such Work Product, including but not limited to all other patent rights, copyrights, and trade secret rights.

Choice of Laws; Forum Selection. The Agreement shall be governed in all regards by Florida law, without regard to conflicts or choice of laws principles. Any action, claim, counter-claim, or third party complaint brought by Provider or the City with respect to, related to, or arising in any way out of the Agreement or the services/products provided shall be brought exclusively in state court in Holmes County, Florida. The Provider agrees to submit to the jurisdiction of such court over the Provider for any such action or claim.

Executed effective the date first stated above.

Provider: _____
By: _____
Its: _____

City of Bonifay, Florida
By: _____
_____, Mayor