



**City of Chipley  
City Council Meeting**

June 10, 2025 at 5:00 PM

City Hall - 1442 Jackson Avenue, Chipley, FL 32428

**AGENDA**

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**A. CALL TO ORDER**

**B. PRAYER AND PLEDGE**

**C. APPROVAL OF AGENDA**

**D. CITIZENS REQUEST**

The City of Chipley welcomes you to this meeting. This is time set aside for the Citizens of Chipley to address the City Council. This is not a question and answer period, it is not a political forum, nor is it a time for personal accusations and derogatory remarks to/or about city personnel. If you would like to address the City Council please raise your hand to speak, state your name and address for the record and limit your comments to no more than three (3) minutes per Florida Statute 286.0114. To ask a question via phone; dial \*9 and wait to be recognized/unmuted. If you are attending via webinar, there will be an onscreen option to ask a question during the public comment portion of the meeting. Your participation is welcomed and appreciated.

**E. APPROVAL OF MINUTES**

- [1.](#) Regular Council Meeting - April 8, 2025
- [2.](#) Special Council Meeting - April 10, 2025
- [3.](#) Special Council Meeting - May 6, 2025
- [4.](#) Regular Council Meeting - May 13, 2025
- [5.](#) Special Council Meeting - May 29, 2025

**F. PRESENTATIONS**

- [1.](#) **Proclamation** - Small Cities Month

**G. CONSENT AGENDA**

- [1.](#) **Resolution No. 25-36** – Florida Department of Agriculture and Consumer Services Agreement – Wastewater Treatment Facility (WWTF)
- [2.](#) **Resolution No. 25-37** – State of Florida – Department of Management Services Local Government Cybersecurity Grant Program Agreement No. DMS-24/25-340 (CSFA No. 72.016)

[3.](#) **Resolution No. 25-38** – Peoples South Bank Loan – Police Department

[4.](#) **Reappointment of Planning & Zoning Commission Member** – Wanda Owens

#### **H. AGENDA ITEMS**

[1.](#) **Ordinance No. 994 (Public Hearing)** - Sidewalk Solicitation

[2.](#) **Ordinance No. 995 (First Reading)** - Amendment to Chapter 6 - Animal Control

[3.](#) **Washington County School District Summer Lunch Program** - Jiranda White, Director of Federal Programs and Food Service

#### **I. OTHER BUSINESS**

#### **J. ADJOURN**

#### **K. ZOOM**

[1.](#) ZOOM Info

Any subject on the agenda, regardless of how stated, may be acted upon by the Council. The Council reserves the right to add other items to the agenda. Anyone desiring a verbatim transcript of the meeting must make personal arrangements as the City takes only summary minutes. Persons with disabilities needing special accommodations to participate in this proceeding should contact City Hall at (850) 638-6350, at least 48 prior to the proceedings.

***City of Chipley***  
**Council Meeting**  
**Minutes**  
**April 8, 2025 at 5:00 p.m.**

**Attendees:**

Ms. Tracy Andrews, Mayor  
 Mrs. Linda Cain, Council Member  
 Mr. Leonard Blount, Council Member

Mr. Kevin Russell, Mayor Pro-Tem  
 Ms. Cheryl McCall, Council Member

**Others Present Were:**

Mrs. Patrice Tanner, City Administrator  
 Mr. Guy Lane, Asst. City Admin. /Public Works Dir.  
 Mr. Hunter Aycock, Fire Chief  
 Mrs. Tamara Donjuan, Planning/Code Enf. Officer  
 Mrs. Michelle Jordan, City Attorney

Ms. Sherry Snell, City Clerk  
 Mr. Michael Richter, Police Chief  
 Mr. Rodney Pittman, Collection System Foreman  
 Mr. Brock Tate, Recreation Director

The data reflected in these proceedings constitute an extrapolation of information elicited from notes, observations, recording tapes, photographs, and/or videotapes. Comments reflected herein are sometimes paraphrased, condensed, and/or have been edited to reflect essential subject matter addressed during the meeting. Parties interested in receiving a verbatim account of the proceedings are responsible for coordinating with the City Administrator and providing their own representative and equipment pursuant to Chapters 119 and 283, Florida Statutes.

**A. CALL TO ORDER**

The meeting was called to order by Mayor Andrews at 5:00 p.m.

**B. PRAYER AND PLEDGE**

Prayer was given by Council Member Blount and Mayor Andrews led the pledge to the American Flag.

**C. APPROVAL OF AGENDA**

Mayor Andrews added regular agenda item #9 - Resolution No. 25-26.

**A motion was made by Council Member Russell and seconded by Council Member Cain to approve the agenda with the addition. The motion passed unanimously.**

**D. CITIZENS REQUEST**

The City of Chipley welcomes you to this meeting. This is time set aside for the Citizens of Chipley to address the City Council. This is not a question and answer period, it is not a political forum, nor is it a time for personal accusations and derogatory remarks to/or about city personnel. If you would like to address the City Council please raise your hand to speak, state your name and address for the record and limit your comments to no more than three (3) minutes per Florida Statute 286.0114. To ask a question via phone; dial \*9 and wait to be recognized/unmuted. If you are attending via webinar, there will be an onscreen option to ask a question during the public comment portion of the meeting. Your participation is welcomed and appreciated.

No citizen requests. No further discussion.

## **E. APPROVAL OF MINUTES**

1. Regular Council Meeting – March 11, 2025

**A motion was made by Council Member Russell and seconded by Council Member McCall to approve the minutes as presented. The motion passed unanimously.**

## **F. DEPARTMENT REPORTS**

1. Recreation Department Report – Brock Tate stated opening day was April 4<sup>th</sup> and everything went well. Mayor Andrews stated she appreciates the Recreation Department doing a good job. No further discussion.
2. Attorney Report - Michelle Jordan. Attorney Jordan stated she needed direction on a code case at 1471 South Railroad Avenue. Mayor Andrews stated this item could be revisited at the end of the meeting. Discussion ensued.
3. CRA Report - Leah Pettis. Mrs. Pettis stated there is a House and Senate Bill that is proposing the dissolution of all Community Redevelopment Agencies across the state and urged everyone to reach out to our state legislators. Discussion ensued.
4. Fire Department Report - Chief Hunter Aycock. Chief Aycock stated it was a busy month with a lot of fires. He stated seven volunteers participated in a ropes course training last week and it shows their dedication by taking the time away from their jobs and family to do this. Some of the other volunteers stayed local to handle calls during this time. Mayor Andrews thanked them for all of their hard work at a recent hotel structure fire. Discussion ensued.
5. Code Enforcement Report - Tamara Donjuan. Mrs. Donjuan stated it has been a busy month. There were no questions. No further discussion.
6. Planning & Zoning Report - Tamara Donjuan. Mrs. Donjuan stated it has been a busy month. There were no questions. No further discussion.
7. Police Department Report - Chief Michael Richter. Mr. Russell asked about late night foot traffic on streets. Chief Richter stated there is a curfew for juveniles. We have a new hire, Logan Foster, who is a certified K-9 handler and we are in the works to get a second K-9. The Police Department received 10 LifeVac systems last month and Officer White was able to utilize one yesterday on a choking child and may have saved the child's life. Mayor Andrews thanked Officer White for his service. Discussion ensued.
8. Public Works Department Report - Guy Lane. Mr. Lane stated they started the arthropod program last month. The Spring Clean Up will be held in May and is being advertised. Discussion ensued.
9. Water Utilities Department Report – Rodney Pittman. Mr. Pittman stated the generators at John Teal and Vo-Tech were installed. Discussion ensued.
10. Finance Department Report – Jamie Richter. Mrs. Richter stated everything is going great and has been busy. Discussion ensued.
11. City Administrator Report - Patrice Tanner. Mrs. Tanner stated the design on Bennett Drive Improvements is 30% complete; Chipley Lift Station Generators Project – once that project is 100% complete, and the permit has been closed out with the county, then we will work toward the close out of the FEMA grant and the Florida Department of Commerce grant; Chipley Peach

Street Lift Station Improvements – the Council approved the award of contract at a special meeting contingent upon the bid documents and contract being approved by Florida Commerce; Chipley Wastewater Energy Efficient Project – this project which will be used to optimize energy consumption, reduce operational costs, and ensure compliance with regulatory standards. The goal is to replace pumps/motors/scada system to enhance the performance and sustainability of our wastewater treatment processes. We have been approved for a site visit in the next couple of weeks at which time we will know if we have been approved for funding; FDEP Septic to Sewer Project – this funding will allow us to improve water quality, protect public health, and enhance wastewater infrastructure by moving 32 septic systems onto our city sewer system. We are currently awaiting funding approval to see if we will be awarded in the amount of \$1,325,500.00; Mongoven Building – the construction contract was approved last month and the contractor has started work. We do have some concepts for your review for the next phase. A decision does not have to be made tonight. Mr. Brent Melvin stated they have worked on the concepts and wanted to note they are still evaluating the restroom option. Another item is the shading with trees. Our landscape architect has suggested two options: Eagleston Holly tree which would have less maintenance but would produce berries or Crepe myrtles. Discussion ensued.

## G. PRESENTATIONS

1. **Professional Municipal Clerks Week Proclamation** – The City Council honored the City Clerk with a proclamation for Professional Municipal Clerks Week, May 4-10, 2025, to recognize the time honored and vital part of local government of the Municipal City Clerk.
2. **National Police Week Proclamation** – The City Council honored the Chipley Police Department with a proclamation for National Police Week, May 11-17, 2025, to recognize and honor the selfless and heroic service provided by the men and women of the Chipley Police Department.
3. **International Firefighters Day Proclamation** – The City Council honored the Chipley Fire Department with a proclamation for International Firefighters Day, May 4, 2025, to recognize and honor the dedication of their lives to the protection of life and property provided by the men of the Chipley Fire Department.

## H. CONSENT AGENDA ITEMS

1. **Recreational Facility Use Agreement** - The Washington County Phenoms
2. **Special Event Application** – Watermelon Festival Parade
3. **Request for Development Order and Certificate of Appropriateness** - Waffle House, Inc.
4. **Special Event Application** - Thursday Night Lights

**A motion was made by Council Member Cain and seconded by Council Member Russell to approve the consent agenda items. The motion passed unanimously.**

## H. AGENDA ITEMS

1. **CDBG First Public Hearing** – The regular meeting was closed and the public hearing was opened at 5:38 p.m. Mr. Brent Melvin, David H. Melvin, Inc., stated this was the First Public Hearing for the City to apply to the Florida Commerce for a FFY 2023-2024 Small Cities Community Development Block Grant (CDBG) He discussed the four (4) funding categories which must meet one of the following National Objectives: Benefit to low and moderate income (LMI) persons; Prevent or eliminate slum or blight conditions; or Meet a need of recent origin having a particular urgency. The types of activities for which the CDBG funds can be used include

constructing stormwater ponds, paving roads and sidewalks, installing sewer and water lines, building a community center or park, making improvements to a sewage treatment plant, and rehabilitating low-income homes. Discussion ensued. The public hearing was closed and the regular meeting was opened at 5:44 p.m.

2. **Ordinance No. 992 (Public Hearing)** – Amendment to Chapter 16 – Fire Prevention and Protection. Mayor Andrews closed the regular meeting and opened the public hearing at 5:44 p.m. Mrs. Tanner read Ordinance No. 992 by title:

**AN ORDINANCE OF THE CITY OF CHIPLEY, FLORIDA, PROVIDING  
FOR AN AMENDMENT TO CHAPTER 16 OF THE CITY CODE,  
RELATING TO OPEN BURNING, REGULATIONS; PROVIDING FOR  
SEVERABILITY, CONFLICTS, AND FOR AN EFFECTIVE DATE.**

Mrs. Tanner explained this Ordinance, if approved, will amend Chapter 16 – Fire Prevention and Protection to update Section 16-6 Open Burning. This will allow burning of natural products such as yard debris in the city limits without a permit. Burning of unnatural material such as plastics, oil, tar, rubbers, garbage, etc. will be prohibited. Official notice to advise the public of the proposed adoption of Ordinance No. 992 was published in the Washington County News on March 26, 2025. The ad complied with the legal requirements of the City Code and Florida Statutes.

Mayor Andrews closed the regular meeting and opened the public hearing at 5:46 p.m. Discussion ensued.

**A motion was made by Council Member Russell and seconded by Council Member McCall to approve the final reading of Ordinance No. 992. The motion passed unanimously.**

3. **Request for Land Use Map Amendment** – 735 Main Street – Lota Kay Braxton. Mrs. Tanner explained applicant Lota Kay Braxton’s request for a Small-Scale Amendment. Per City Ordinance Chapter 44, Zoning, Article XII- Amendment approval through Planning and Zoning and City Council is a requirement. The location for the small-scale amendment is at 735 Main Street. The applicant would like to rezone the property to allow business to be permitted for land use.

The property is located at 735 Main Street, parcel 00000000-00-1238-0000, 1.465 acreage is currently low density residential. Approval of the Small-Scale Future Land Use Map Amendment would change the property to neighborhood commercial which would provide a transitional use zone in which residential uses, institutional uses, professional uses and certain types of neighborhood convenience/shopping/retail sales and service uses can be intermixed. The proposed amendment is consistent to the area with no substantial changes to the district. Approval of the small-scale amendment would allow the ability to redevelop property for business use, which could generate income, create jobs and stimulate economic growth to the community.

Signage posted to the property on February 25, 2025, provided public notice of the hearing satisfactory to the 30 days required. Public notices were sent certified to fifty-nine (59) property owners within five hundred (500) feet of said property. Forty-four (44) letters claimed, seven (7) returned unclaimed.

A motion was made by Council Member Cain and seconded by Council Member Blount to approve the Land Use Map Amendment for 735 Main Street. No vote taken.

Mayor Andrews called for any discussion.

Jennifer Jones, 720 Main Street, spoke in opposition to the amendment.

Cindy Birge, Elite Realty, spoke in support of the amendment.

Kristin Martin 766 4<sup>th</sup> Street, spoke in support of the amendment.

Patricia Dedge, 730 Main Street, spoke in support of the amendment.

Kevin Crystal, 761 Main Street, spoke in support of the amendment.

Mr. Russell stated he was concerned about Coggin Avenue and the increase in traffic, the parking area, and what might happen ten years down the road.

Ms. McCall stated Coggin Avenue was just a milled asphalt road that does not meet standards and is only fifteen feet wide.

Mr. Crystal stated he is working on a solution for Coggin Avenue due to the affordable housing that is coming to the lot that he owns located at 761 Main Street. As a developer I may have to take on some additional responsibilities for it as a developer.

Mrs. Birge stated that she understands that Mr. Russell's grandmother lives across the road and that Ms. McCall is located within 500' which I don't think ethically either of you should vote due to the Florida Statutes, but I don't have a problem with you voting.

Mr. Russell asked Attorney Jordan if he would have any personal gain if he doesn't own the property where his grandmother lives at. Attorney Jordan stated she would need to research it further. Ms. McCall stated she was told years ago to think logically not emotionally. Emotionally I understand what they are going to do, but logically I have to look at the other people that have come to me. I haven't had one person come to me and say they are for this. Mr. Russell stated he would not vote until he knew it was legal. Ms. McCall agreed with Mr. Russell. Mayor Andrews stated Attorney Jordan should find out within 10-15 minutes so it can be handled. Attorney Jordan stated there are two different situations with each Council Member. Attorney Jordan stated she would need more time. Mrs. Tanner asked about in the past if a council member has asked in a meeting if they needed to abstain, I believe your response was, if you feel like you have gain from this or could be in jeopardy of voting you should not be voting on then you should abstain. But you have always left it up to the council member. Is this different? Attorney Jordan stated this is two different issues that have been raised and I don't have an answer right now.

The item was tabled until the end of the meeting.

Mayor Andrews moved agenda item #8 up to the next item for discussion.

4. **Code Enforcement Case** – Thelma Woods – 771 Pecan Street. Mrs. Tanner stated this is the parcel located at 771 Pecan Street – Thelma Woods, that had some code violations and fees that have accrued to the point that foreclosure documents have been served. Attorney Jordan would have additional information. Mrs. Wood has requested to speak to the council regarding this parcel. Thelma Wood – 2767 Owens Community Road, Vernon, FL stated she was supposed to be in violation of some code issues but was totally unaware of some of it. I need help to understand and see if it can be rectified. Someone served us papers about two weeks ago. I have been in and out of rehab for the past 2 years. The property has been in my family for well over 50 years and was built by my dad. I would like to be allowed time to get this done. Mr. Russell asked what the issues were that needed correcting. Mrs. Tanner stated originally there was the roof and the porch facing 6<sup>th</sup> Avenue and the missing 911 address. Additional areas of the siding and a couple of

places on the roof now need fixing. The biggest things are some items that need to be brought into compliance and Mrs. Wood has agreed to do that. There is a lien against the property and Attorney Jordan can give you more information. Attorney Jordan stated the order was entered on October 30, 2023 and was she was given 30 days with a \$50 fine. Attorney Hubert Brown, Brown & Lane in Tallahassee, FL, stated he would like to point out a few things. Dr. Wood is 96 years old and has health issues. I have what was served and the issue is the mail was just regular mail and not certified, which is part of the reason that she was not aware of this issue. Also the fine is \$23,750 and someone mentioned they have pictures and that is close to the value of the home. I am working with her now to make sure all the requirements are done, but this was based on no 911 address and some shingles in the beginning. I am here to help make sure she gets it in compliance. It would be a financial hardship on her living on a fixed income at her age which would be very detrimental to her. Mr. Blount stated Mrs. Wood is a highly respected person in our community and he is familiar with her home. He asked for any leniency for this case based upon Mrs. Wood's character. Attorney Jordan stated the amount of fines is \$24,750 through today. The attorney fees are \$609, but that is not all of the cost. Mayor Andrews stated the biggest thing is to keep it out of foreclosure and allow her time to make the repairs and to look at all the fines. Mr. Russell stated his red flag was the papers were not sent certified mail. Mrs. Donjuan stated the notice of the meeting was sent certified but the order that the Special Magistrate issued was not mailed certified. Mrs. Tanner stated the last communication was from Tamara in March 2024 so there would not have been any more communication after that. Mayor Andrews stated noting was communicated from March of 2024 until it was filed this year. I remember discussing something at the January 2024 council meeting about taking care of this. Mrs. Tanner stated it was mentioned but the recording wasn't clear to state any action to be taken. In March of 2024 Mrs. Donjuan sent it to the city attorney so there would not have been any more communication until when Attorney Jordan filed for foreclosure in March 2025 and Mrs. Wood was served with the papers. Attorney Jordan stated in the past I've only seen council waive fees twice and this is a different situation. There are no guidelines established. Mayor Andrews stated the bigger thing for us is how do we justify a lapse of no communication for a year, no last-minute attempt to make contact. We don't want these properties and we may need to enhance our process to mail certified letters. Mrs. Tanner commented we do not want the property; our long-term goal is to get properties cleaned up and not go through the foreclosure process and have to pay the attorney fees. Our goal is to rectify the problem and terminate the issue and be done with the property. This did not happen in this case but Dr. Wood is agreeing to make that happen. So is that under the circumstances of her going through the illness and having problems over the last 2 years during the entire process she has been going through rehab for 2 years. Is that something that needs to be considered when making a decision like this? In any foreclosure case or code case in general the end goal is to have the property cleaned up because we don't want to have to take the property over or to spend our taxpayer dollars to demo the buildings. Is this something we need to look at if a determination is made today that we need to look at in the future and come up with guidelines that would better enable the city council to make those decisions or be allowed to make those decisions. Mr. Russell asked about the total of the fines being taken from the city or just what is in place that we collect on some and we don't on others. Attorney Jordan stated the fines were the amount the Special Magistrate put in place. Mr. Russell stated this has not cost us anything for fines and asked the amount that it had cost the city. Attorney Brown pointed out Dr. Wood has already engaged someone to make the repairs. Other jurisdictions have waived fines and for Dr. Wood it's not a pandoras box because it is unique to have someone her age with her health conditions. She is not one to ignore things that need to be done. Mr. Russell asked if the city was out approximately \$1,500 that they have actually had to pay out versus the \$24,750 for fines. Attorney Jordan stated that was pretty close. Mrs. Tanner stated she was not asking council to go against what Attorney Jordan was saying but asked Attorney Jordan if the council makes the decision to stop the foreclosure and waive the fees, is there a policy that you would be able to draw up that would from this point forward give the council specific guidelines to follow when making these types of decisions. Attorney Jordan stated she would want direction from council on what kind of conditions and could make suggestions like the property must be in compliance before you will even consider the request. This would be an objective requirement that I can



defend. Mr. Russell stated the fines of \$24,750 has not cost the city or Dr. Wood anything so why are the fees there. No one has lost anything, it's just a document. Mr. Russell made a motion to cease the fines as of today, give Dr. Wood 90 days to get the property into compliance at which time the \$24,750 will be waived and not to waive any fees that have been accrued. Mr. Russell asked if the foreclosure would continue if we don't stop it. Attorney Jordan stated she would file a motion to abate the court proceedings but the property needed to be in compliance before then. Mr. Russell asked if the foreclosure would carry on while Dr. Wood is trying to get it in compliance. Attorney Jordan stated they do not move that fast. Mrs. Tanner asked if there is anything that would happen over the next three months with it being in foreclosure that the council would have to be concerned with. Attorney Jordan stated no. Mayor Andrews asked for a list of the things that need to be corrected for Dr. Wood and to make sure Attorney Brown gets a copy. Discussion ensued.

**A motion was made by Council Member Russell and seconded by Council Member Blount to give Dr. Wood ninety days to get the property into compliance then readdress the fines after that, and to abate/pause the foreclosure proceedings for ninety days. The motion passed unanimously.**

5. **National Wreaths Across America Day** – Mrs. Tanner stated this is an effort to honor our nation's interred heroes while bringing attention to a yearlong mission to Remember the fallen, Honor those who served, and Teach the next generation the value of freedom. Lieutenant Colonel Shayne Moore and Sergeant Jerome Finn will be the volunteer location coordinators planning the wreath-laying ceremony to be held at Glenwood Cemetery on December 13, 2025. Colonel Shayne Moore thanked the city for allowing them to host at Glenwood Cemetery. There were 132 sponsored wreaths in 2024 with 150 being the goal this year. Discussion ensued.

**A motion was made by Council Member Russell and seconded by Council Member McCall to approve December 13, 2025 for the wreath-laying ceremony at Glenwood Cemetery. The motion passed unanimously.**

6. **Reach America Christian Outreach** – Richard McMahon. Mr. McMahon stated Reach America would like to share the gospel in Chipley at the intersection of SR 77 and SR 90 which is a feeder to the beach with high traffic volume. A person on their team, Scott Daniel, would do outreach handing out leaflets when people stop. We just walk down with a little speaker so people with their windows down can hear. He would give out little cards with information. He would also have a sign that would include please donate. Ms. McCall asked Chief Richter if that would require a permit from FDOT. Chief Richter stated he would have to check with FDOT but according to city code, what they want to do is not allowed. Mr. McMahon stated they normally don't do fundraising but they have some significant expenses for internet, computers, cell phones and advertising. Scott Daniel works for them and is in public housing and in order for him to do this he has to have help with his finances. As he goes down the road he hands out the cards and has a jar that says thank you. People want to see this and are voting to see this continue by putting a few dollars in the jar. Mr. Daniel was able to go from full time work to part time work because of the tip jar. We would like to get approval for him to do this two (2) days a week in Chipley. Mr. Russell stated we need more information. Mayor Andrews stated we would need to do some research and communicate with you once that is finalized. Discussion ensued.
7. **Resolution No. 25-26** – FDEP State Revolving Fund Loan Program – Drinking Water Facilities Plan. Mrs. Tanner stated this resolution will approve the submission of a FDEP State Revolving Fund Loan Program Application for a Drinking Water Facilities Plan. The State Revolving Fund loan priority list designates Project No. DW670140 as eligible for available funding. The total cost for the Facilities Plan to be prepared is \$90,000. This project is funded 50%/50% loan and principal forgiveness. This Facilities Plan will include a listing of projects that need to be done in the city and will be required to apply

for funding through the FDEP SRF Program. Discussion ensued.

**A motion was made by Council Member Cain and seconded by Council Member McCall to approve Resolution No. 25-26. The motion passed unanimously.**

8. Mayor Andrews asked to go back to the item discussed earlier in the meeting for the code case at 1471 South Railroad Avenue. Attorney Jordan stated the fine as of today was \$74,500. The attorney fees and costs are \$5,000 and asked for direction in the foreclosure. Mayor Andrews stated we need to cover fees and costs. Attorney Jordan stated typically I will bid up to our judgement amount which is the amount of fines plus attorney fees and costs. She asked council if they wanted to cap the total amount at \$50,000 and stay in the county court or move into the circuit court.

**A motion was made by Council Member Russell and seconded by Council Member Cain to not exceed \$50,000 on the bid. The motion passed unanimously.**

Mayor Andrews asked to go back to agenda item #3.

9. **Request for Land Use Map Amendment** – 735 Main Street – Lota Kay Braxton. Attorney Jordan stated she could not find current opinions on the ethics issue and would like to call the Commission on Ethics to get an answer. She asked Council to table this item until she can get an answer. Council set a Special Meeting for April 10, 2025 at 11:00 a.m. to discuss further. Mrs. Tanner stated there will be 2 items on the agenda which will be the approval of the land use amendment and approval of Ordinance No. 993 (First Reading). Discussion ensued.

This item and Ordinance No. 993 (First Reading) were tabled until a Special Meeting on April 10, 2025.

10. **Resolution No. 25-25** – Background Screening Policy. Mayor Andrews brought this item back up and it was decided to move this item to the May Council Meeting agenda.

## **I. OTHER BUSINESS**

Mrs. Tanner stated she has had some complaints and discussions about downtown buildings that are not maintained up to the standards that other buildings owners maintain their buildings at. The City has never enforced peeling paint on a building that I know of. The code is very vague and states diminution of property. So, what constitutes the diminishing value of property. Deferred maintenance can, but it does not specify in our code. I wanted to bring this to Council to let you decide how we move forward with this or if we want the attorney to look at it and come up with more specifics that can be put in the code to help us address these issues. It was decided we will hold a workshop to discuss this further. Discussion ensued.

## **J. ADJOURN**

The meeting was adjourned by Mayor Andrews at 7:55 p.m.

City of Chipley

Attest:

Tracy L. Andrews, Mayor

Sherry Snell,  
City Clerk

***City of Chipley***  
**Special Council Meeting**  
**Minutes**  
**April 10, 2025 at 11:00 a.m.**

**Attendees:**

Ms. Tracy Andrews, Mayor  
 Mr. Leonard Blount, Council Member  
 Ms. Cheryl McCall, Council Member

Mr. Kevin Russell, Mayor Pro-Tem  
 Mrs. Linda Cain, Council Member

**Others Present Were**

Mrs. Patrice Tanner, City Administrator  
 Mr. Guy Lane, Asst. City Admin./Public Works Director

Ms. Sherry Snell, City Clerk  
 Mrs. Michelle Jordan, City Attorney

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**A. CALL TO ORDER.**

The meeting was called to order by Mayor Andrews at 11:00 a.m.

**B. PRAYER AND PLEDGE**

Prayer was given by Mr. Russell and Mayor Andrews led the pledge to the American Flag.

**C. APPROVAL OF AGENDA**

**A motion was made by Council Member Russell and seconded by Council Member Cain to approve the agenda as presented. The motion passed unanimously.**

**D. Agenda Items.**

- 1. Request for Land Use Map Amendment – 735 Main Street – Lota Kay Braxton.** Ms. McCall asked Attorney Jordan about the ethics opinion that she was going to research. Attorney Jordan stated she reached out to the Commission on Ethics and unless the City of Chipley is going to put a development there, then anything else is too speculative and would not be a voting conflict. Mayor Andrews wanted to clarify that everyone was eligible to vote. Attorney Jordan stated yes they are. **Ms. McCall asked to read something to the Council. Real estate is not offered in a totally free market, city planning is involved. Rapid growth of urban areas and concern of single family home owners about the threat to their properties, subsequently zoning became the method by which home owners and other property owners were given protection. So for those that don't like it, we are here to help them with that.** Discussion ensued.

**A motion was made by Council Member Cain and seconded by Council Member**

**Blount to approve the Request for Land Use Map Amendment at 735 Main Street – Lota Kay Braxton. The motion passed with three (3) ayes and two (2) nays, with Council Member Russell and Council Member McCall opposed.**

- 2. Ordinance No. 993 (First Reading) – Land Use Map Amendment – 735 Main Street – Lota Kay Braxton.** Mrs. Tanner explained this will approve the first reading of Ordinance No 993 – amending the Future Land Use Map changing the land use designation of Parcel No. 00-1238-0000 from Low Density Residential to Neighborhood Commercial. Mrs. Tanner read Ordinance 993 by title:

**AN ORDINANCE OF THE CITY OF CHIPLEY, FLORIDA, PROVIDING FOR AN AMENDMENT TO ITS ADOPTED COMPREHENSIVE PLAN; PROVIDING FOR AUTHORITY; PROVIDING FOR FINDINGS OF FACT; PROVIDING FOR FUTURE LAND USE CHANGE OF A PARCEL OF PROPERTY WITH PARCEL NO. 00000000-00-1238-0000 LOCATED AT 735 MAIN STREET, FROM LOW DENSITY RESIDENTIAL TO NEIGHBORHOOD COMMERCIAL PROVIDING FOR AMENDMENT TO THE FUTURE LAND USE MAP; PROVIDING FOR A SMALL SCALE AMENDMENT TO THE ADOPTED COMPREHENSIVE PLAN; PROVIDING FOR THE FILING WITH THE CLERK OF CIRCUIT COURT AND THE FLORIDA DEPARTMENT OF COMMERCE; AND DECLARING AN EFFECTIVE DATE.**

No further discussion.

**A motion was made by Council Member Cain and seconded by Council Member Blount to approve the first reading of Ordinance No. 993. The motion passed with three (3) ayes and two (2) nays, with Council Member Russell and Council Member McCall opposed.**

Mayor Andrews adjourned the meeting at 11:06 a.m.

City of Chipley

Tracy L. Andrews, Mayor

Attest:

Sherry Snell,  
City Clerk

***City of Chipley***  
**Special Council Meeting**  
**Minutes**  
**May 6, 2025 at 5:00 p.m.**

**Attendees:**

Ms. Tracy Andrews, Mayor  
 Mr. Leonard Blount, Council Member  
 Ms. Cheryl McCall, Council Member

Mr. Kevin Russell, Mayor Pro-Tem  
 Mrs. Linda Cain, Council Member

**Others Present Were**

Mrs. Patrice Tanner, City Administrator  
 Mr. Guy Lane, Asst. City Admin./Public Works Director

Ms. Sherry Snell, City Clerk  
 Mr. Michael Richter, Police Chief

Via ZOOM: Mrs. Michelle Jordan, City Attorney

The data reflected in these proceedings constitute an extrapolation of information elicited from notes, observations, recording tapes, photographs, and/or videotapes. Comments reflected herein are sometimes paraphrased, condensed, and/or have been edited to reflect essential subject matter addressed during the meeting. Parties interested in receiving a verbatim account of the proceedings are responsible for coordinating with the City Administrator and providing their own representative and equipment pursuant to Chapters 119 and 283, Florida Statutes.

**A. CALL TO ORDER.**

The meeting was called to order by Mayor Andrews at 5:00 p.m.

**B. PRAYER AND PLEDGE**

Prayer was given by Mr. Blount and Mayor Andrews led the pledge to the American Flag.

**C. APPROVAL OF AGENDA**

**A motion was made by Council Member Russell and seconded by Council Member Blount to approve the agenda as presented. The motion passed unanimously.**

**D. Agenda Items.**

- 1. Ordinance No. 993 (Final Reading) – Land Use Map Amendment – 735 Main Street – Lota Kay Braxton.** Mayor Andrews closed the regular meeting and opened the public hearing at 5:02 p.m. Mrs. Tanner read Ordinance No. 993 by title:

**AN ORDINANCE OF THE CITY OF CHIPLEY, FLORIDA,  
 PROVIDING FOR AN AMENDMENT TO ITS ADOPTED  
 COMPREHENSIVE PLAN; PROVIDING FOR AUTHORITY;  
 PROVIDING FOR FINDINGS OF FACT; PROVIDING FOR FUTURE  
 LAND USE CHANGE OF A PARCEL OF PROPERTY WITH PARCEL  
 NO. 00000000-00-1238-0000 LOCATED AT 735 MAIN STREET,  
 FROM LOW DENSITY RESIDENTIAL TO NEIGHBORHOOD  
 COMMERCIAL PROVIDING FOR AMENDMENT TO THE FUTURE**

**LAND USE MAP; PROVIDING FOR A SMALL SCALE AMENDMENT TO THE ADOPTED COMPREHENSIVE PLAN; PROVIDING FOR THE FILING WITH THE CLERK OF CIRCUIT COURT AND THE FLORIDA DEPARTMENT OF COMMERCE; AND DECLARING AN EFFECTIVE DATE.**

Mrs. Tanner explained this Ordinance, if approved, will amend the Future Land Use Map changing the land use designation of Parcel No. 00-1238-0000 from Low Density Residential to Neighborhood Commercial. Official notice to advise the public of the proposed adoption of Ordinance No. 993 was published in the Washington County News on April 23, 2025. The ad complied with the legal requirements of the City Code and Florida Statutes.

Mayor Andrews closed the public hearing and opened the regular meeting at 5:04 p.m. No further discussion.

**A motion was made by Council Member Cain and seconded by Council Member Blount to approve the final reading of Ordinance No. 993. The motion passed with three (3) ayes and two (2) nays, with Council Member Russell and Council Member McCall opposed.**

2. **Bid No. 2025-03** – Chipley Mongoven Building – Phase 2 – Arris General Contractors, Inc. – Change Order #1. Mrs. Tanner explained this will approve Change Order #1 for the Mongoven Building Phase II Project in the amount of \$38,407.08 for additional reinforcement on the top portion of the shared wall. This additional structural concrete work along the shared wall with Coastal Nutrition will help stabilize the top portion, especially with the adjacent building currently being re-roofed. Mr. Brent Melvin, David H. Melvin, Inc., stated the initial design included the stabilization of the middle portion of the wall. With a historic structure, after the work began, the need became evident to stabilize the top portion as well. Discussion ensued.

**A motion was made by Council Member Russell and seconded by Council Member McCall to approve Arris General Contractor's, Inc. - Change Order #1 in the amount of \$38,407.08. The motion passed unanimously.**

3. **Florida Commerce CDBG-MT Flood Mitigation Project** – Construction Agreement – Extreme Land Restoration, LLC. Mrs. Tanner stated the attorney has reviewed and approved the agreement. This will approve the Construction Agreement with Extreme Land Restoration, LLC in the amount of \$1,457,236.15 for the paving and drainage improvements on Peach Street. Paving improvements consist of milling, resurfacing and reconstruction of existing paved roads, along with earthwork, base work and shoulder work. Concrete curb and gutter will be added along the ditch side of Peach Street from 4<sup>th</sup> Avenue to Orange Street. Proposed drainage improvements consist of ditch grading, ditch pavement, rip-rap placement, culvert placement and concrete drainage structures. This project will also contain utility relocations due to drainage conflicts. Also included in this project is clearing/grubbing, sodding, pavement markings and roadway signing. Council approved the Award of Bid on February 11, 2025. Discussion ensued.

**A motion was made by Council Member Russell and seconded by Council Member Blount to approve the Construction Agreement with Extreme Land Restoration, LLC in the amount of \$1,457,236.15. The motion passed unanimously.**

Mayor Andrews adjourned the meeting at 5:08 p.m.

City of Chipley

Tracy L. Andrews, Mayor

Attest:

Sherry Snell,  
City Clerk



***City of Chipley***  
**Council Meeting**  
**Minutes**  
**May 13, 2025 at 5:00 p.m.**

**Attendees:**

Ms. Tracy Andrews, Mayor  
 Mrs. Linda Cain, Council Member  
 Mr. Leonard Blount, Council Member

Mr. Kevin Russell, Mayor Pro-Tem  
 Ms. Cheryl McCall, Council Member

**Others Present Were:**

Mrs. Patrice Tanner, City Administrator  
 Mr. Guy Lane, Asst. City Admin. /Public Works Dir.  
 Mrs. Michelle Jordan, City Attorney

Ms. Sherry Snell, City Clerk  
 Mr. Michael Richter, Police Chief

The data reflected in these proceedings constitute an extrapolation of information elicited from notes, observations, recording tapes, photographs, and/or videotapes. Comments reflected herein are sometimes paraphrased, condensed, and/or have been edited to reflect essential subject matter addressed during the meeting. Parties interested in receiving a verbatim account of the proceedings are responsible for coordinating with the City Administrator and providing their own representative and equipment pursuant to Chapters 119 and 283, Florida Statutes.

**A. CALL TO ORDER**

The meeting was called to order by Mayor Andrews at 5:00 p.m.

**B. PRAYER AND PLEDGE**

Prayer was given by Council Member Russell and Mayor Andrews led the pledge to the American Flag.

**C. APPROVAL OF AGENDA**

**A motion was made by Council Member Russell and seconded by Council Member Cain to approve the agenda as presented. The motion passed unanimously.**

**D. CITIZENS REQUEST**

The City of Chipley welcomes you to this meeting. This is time set aside for the Citizens of Chipley to address the City Council. This is not a question and answer period, it is not a political forum, nor is it a time for personal accusations and derogatory remarks to/or about city personnel. If you would like to address the City Council please raise your hand to speak, state your name and address for the record and limit your comments to no more than three (3) minutes per Florida Statute 286.0114. To ask a question via phone; dial \*9 and wait to be recognized/unmuted. If you are attending via webinar, there will be an onscreen option to ask a question during the public comment portion of the meeting. Your participation is welcomed and appreciated.

Beth Watford, 916 Main Street, stated she would like the Council to consider changing the policy for Flea Across Florida and letting people use the city parking lot located by Regions Bank. No further discussion.

## E. APPROVAL OF MINUTES

1. Special Council Meeting - April 3, 2025
2. Regular Council Meeting - April 8, 2025
3. Special Council Meeting - April 10, 2025
4. Special Council Meeting - April 24, 2025

Ms. McCall stated she would like the minutes from April 8, 2025 and April 10, 2025 updated to include her comments against the land use amendment.

**A motion was made by Council Member Russell and seconded by Council Member Blount to approve the minutes for April 3, 2025 and April 24, 2025 and update the April 8, 2025 and April 10, 2025 minutes and bring back for approval. The motion passed unanimously.**

## F. PRESENTATIONS

1. **Certificate of Appreciation** – Mike & Stacy Hansen – The City Council honored Mike & Stacy Hansen with a Certificate of Appreciation for their commitment in moving and refurbishing the Blue Star Memorial Marker.
2. **National Garden Week Proclamation** – The City Council honored the Chipley Garden Club with a proclamation for National Garden Week, June 1-7, 2025, to recognize and honor the importance of gardening and the contribution of gardeners in our community by the men and women of the Chipley Garden Club.
3. **National Public Works Week Proclamation** – The City Council honored the Public Works Department with a proclamation for National Public Works Week, May 18-24, 2025, to recognize the services provided in our community by the men and women of the Chipley Public Works Department.
4. **Miccosukee Tribe of Indians of Florida** – Councilman William J. (Popeye) Osceola and Edward Ornstein, Esq. Mr. Osceola gave an overview of the Miccosukee Tribe of Indians of Florida.

## G. CONSENT AGENDA ITEMS

1. **Resolution No. 25-27** – State of Florida - Division of Historical Resources Grant Agreement Amendment – Old Chipley City Hall
2. **Resolution No. 25-28** - Support for Re-designation of Rural Area of Opportunity in Northwest Florida
3. **Resolution No. 25-29** - Florida Division of Emergency Management Hazard Mitigation Grant Program – Lift Station Generator Project - Agreement Modification #2
4. **Resolution No. 25-31** – Fiscal Year 2024-2025 Budget Amendment
5. **Award of RFQ No. 2025-03** – Professional Real Estate Services
6. **Award of RFQ No. 2025-04** – Professional Engineering Services – Rural Infrastructure Fund Grant – Brickyard Road
7. **Special Event Application** – Annual Friends & Family Luau – Nikeh Daniels
8. **Resolution No. 25-32** – Chipley Redevelopment Agency – Budget Amendment

Ms. McCall asked about the Special Event Application and the curfew time for kids. Mrs. Tanner stated the event ends at 11:00 p.m. and the additional hour would be for clean-up. Chief Richter stated the curfew was at 11:00 p.m.

**A motion was made by Council Member Cain and seconded by Council Member Blount to approve the consent agenda items. The motion passed unanimously.**

## H. AGENDA ITEMS

1. **Firm Gas Supply Authorization Under All Requirements Gas Services Agreement – MGAG Pending Transaction 2025B – Florida Gas Utility – Katie Hall.** Ms. Hall, General Manager and CEO, Florida Gas Utility, gave a presentation on Discounted Natural Gas Supply. No further discussion.

**A motion was made by Council Member McCall and seconded by Council Member Cain to approve the Firm Gas Supply Authorization Under All Requirements Gas Services Agreement – MGAG Pending Transaction 2025B. The motion passed unanimously.**

2. **Firm Gas Supply Authorization Under All Requirements Gas Services Agreement – Extending Terms at Re-pricing Periods – Florida Gas Utility – Katie Hall.** Mrs. Hall gave a presentation on a Directive to Extend Discounted Gas Transactions. No further discussion.

**A motion was made by Council Member Russell and seconded by Council Member Cain to approve the Firm Gas Supply Authorization Under All Requirements Gas Services Agreement – Extending Terms at Re-pricing Periods. The motion passed unanimously.**

Mrs. Hall gave an update on Natural Gas Financial Hedging. No further discussion.

3. **Resolution No. 25-25 – Sale of Industrial Park Property and As Is Purchase and Sale Agreement.** Mrs. Tanner stated this resolution will approve the Purchase and Sale Agreement for municipal real property located at Fowler Road in the Chipley Industrial Park to MBN Properties, LLC. There are 2.2409 acres at \$5,000.00 per acre for a total of \$11,204.50. The city attorney has worked with the title company and will close on it. Ms. McCall asked who did the appraisal. Mrs. Tanner stated appraisals are not done on the industrial park parcels. The city attorney will work with the title company and handle the closing. No further discussion.

**A motion was made by Council Member McCall and seconded by Council Member Blount to approve Resolution No. 25-25. The motion passed unanimously.**

4. **CDBG Second Public Hearing Notice -** The Mayor closed the regular meeting and opened the public hearing at 5:33 p.m. Mr. Brent Melvin, David H. Melvin, Inc., stated this was the Second Public Hearing for the city to apply to the Florida Commerce for a FFY 2024-2025 Small Cities Community Development Block Grant (CDBG) The initial public hearing was to request input from both the community as well as council members for potential projects that the city would like to apply for. The purpose of the second public hearing is to come forward with a proposed project the city would like to apply to Florida Commerce for. This project would consist of drainage and roadway improvements on Orange Street as well as South 6<sup>th</sup> Avenue from Orange Street over to Peach Street. The total grant amount that would be applied for on this project is \$1,784,192.02. This project is anticipated to benefit at least 24 low to moderate households that live along those roadways. Mrs. Tanner stated the only reason we are able to do this project is because Mr. Guy Lane went out and did all of the surveys for us. Mr. Melvin stated the surveys were one of the requirements for the grant and took a lot of time and effort and thanked Mr. Lane for his work. No further discussion. The public hearing was closed and the regular meeting was opened at 5:37 p.m.

There were no public comments.

5. **Resolution No. 25-30** – Community Development Block Grant Neighborhood Revitalization (CDBG-NR) Application – Orange Street and 6<sup>th</sup> Avenue. Mrs. Tanner stated this resolution would approve the application that was just discussed in the CDBG public hearing. No further discussion.

**A motion was made by Council Member Russell and seconded by Council Member McCall to approve Resolution No. 25-30. The motion passed unanimously.**

6. **Mongoven Park Concepts** – Discussion. Mr. Brent Melvin presented some concepts for the Phase 3 Improvements at the First National Bank (aka Mongoven Building) Project. He asked the Council for input on things they liked or things they didn't for the general layout. Ms. McCall stated she liked Concept D with Eagleston Holly trees that have low maintenance. Mr. Melvin stated they will formalize the concept into a 30% plan set and bring back for final approval. Mrs. Cain asked about the faux turf. Mr. Melvin stated they have had good success with it in other projects and it is easy to repair. Mayor Andrews asked about Concept B. Mr. Melvin stated that would leave the existing mosaic tile up front that would be seal coated and the rest would be concrete. Mrs. Cain asked about putting the shade sails over the picnic tables in the back on Concept D. Mr. Melvin said additional shade could be put in the back as well. Mrs. Tanner stated with the concepts showing faux turf, that someone had recently asked about putting it in as part of their landscaping and our code does not allow it. We will have to look at to see if we need to bring our code more up to date. Mr. Melvin asked for direction with the concept that they would like to proceed with. Ms. McCall stated Concept D with an additional shade sail over the back. Discussion ensued.
7. **Chipley Station** – Discussion. Mr. Jeffery Dexter, Chipley Station, stated they were out of compliance with the parking spaces and didn't realize it. We went by the plans and thought we did everything right. Mrs. Tanner stated the information from the beginning of this project all stated six (6) parking spaces and a boundary survey was done for the lease agreement. They were able to get a little extra space where they cut the curbing to be more ADA compliant. When they did this they got a few extra feet that was not included in the lease agreement. With the plans the City Planning and Zoning Commission and City Council only approved the building plans. When the complete plans came out I saw them at the Chipley Station for the first time. This showed the entire plans which went to the county for approval and not the city. Mr. Dexter stated there was confusion between the plans and the lease and we were not trying to take advantage of anything. He asked what they need to do to get in compliance. We would like to ask for an additional 8 feet to the end of their fence line. Mr. Russell asked if the plans and the lease do not match. Mrs. Tanner stated the lease agreement was based off Council approval for six (6) parking spaces. Mr. Russell stated the parking spaces in that parking lot are different sizes. We discussed re-stripping that parking lot and we never did it. Ms. McCall asked how fair it was to the other businesses for them to take additional parking spaces. Mrs. Tanner stated she met with Mr. Lane regarding the dumpster that is currently sitting in a parking space and having it moved to a different location as well as coming up with a location for Chipley Station's dumpster. We feel confident that this will open one (1) more space up in that area. Ms. McCall stated there would be more spaces if the Chipley Station employees didn't park in them. Mr. Dexter stated it would not be a problem to ask his employees to park in a different location. Mayor Andrews stated there was parking in other areas and it was just a suggestion for them. Ms. McCall stated people are using the business dumpsters located downtown. Mrs. Tanner stated we could identify them so the public would know not to use them. Mr. Russell asked about revamping the parking lot as discussed at a prior meeting. Mrs. Tanner stated we can get an engineer to look at it. Mr. Russell stated we need to see how it can benefit everyone and we need to look at the parking lot to see how it can work better. Mayor Andrews stated we need to look at a way to resolve the issue of six (6) spaces versus nine (9). Mr. Blount asked how many handicapped spaces are needed. Mrs. Tanner stated one (1)

per twenty spaces and there are three (3) located in this parking lot and at least two (2) at the Farmer's Market. Mrs. Cain asked if they put the fence up and took up more parking spots without realizing what they were doing. Mr. Dexter stated in his mind it was six (6) food carts instead of spaces. Ms. McCall stated the biggest point of contention is the six (6) spaces and you saying you don't understand it. This is the big issue between all the other businesses. I've had more people complain about the parking than people saying good things about it. I was asked why is the city letting them do that. Mr. Dexter stated there was no intention of doing something they were not supposed to do. Mayor Andrews stated our job tonight is to come up with resolve for the situation and one of two things can happen. One is to move the fence for just six (6) parking spaces or the city can decide to give some kind of variance in allowing them the extra space. Mrs. Tanner stated when this came up we discussed with the owners and they wanted to do what they could to resolve this. I don't think there was any ill will. I'm putting information out there that if it's an option, are all 3 handicap parking spaces necessary. Would doing away with one handicap space and making it a regular space work along with moving the dumpster to make another parking space? If council decided to allow them to keep the spaces they currently utilize then we would have a new boundary survey done to include the additional space from the curb being cut down. The Chipley Station is willing to pay for the boundary survey so the city would not have that expense. They have also agreed to enclose their dumpster area and pour a pad if necessary and add a fence to hide it. Just so you are aware of what they have offered to try to resolve the issue.

Jerry Lenz, 829 Main Street, stated he knows there is some animosity but he is not against a new business coming into town. We get more foot traffic when that happens. The parking lot has issues at times. I agree with employees not parking in the lot any more and mine will move to another location. I love the idea of the dumpsters being marked. Revamping the parking lot, I would love to see that happen with some green area for customers to sit and eat at. The handicap spot closest to us does not have a ramp on it, so if that one might be able to be eliminated. If we could look at revamping the street lights in the area for better visibility that would help. Ms. McCall stated we had looked at it and the cost was the issue. Mrs. Tanner stated we could look at it again. Mr. Lenz stated he would like for everyone to work together. Mrs. Tanner stated we are also looking at putting in a pedestrian crosswalk from the Farmers Market across 7<sup>th</sup> Street. Mrs. Cain said they are taking up three (3) extra parking spaces and we have come up with possibly adding two (2) more. Re-striping the lot might come up with a third space. Mrs. Tanner stated we know two (2) will be added with the handicap and dumpster. I will reach out to the engineer tomorrow on looking at the parking lot for a better solution.

Kathie Storlie, Chipley Station, stated she can guarantee we did not take extra parking spaces intentionally and there is no ill will or manipulation.

Discussion ensued.

A motion was made by Council Member Russell and seconded by Council Member Cain to allow the current state of parking spaces taken by the Chipley Station to stay as it, revise the lease agreement, and the City of Chipley to do their due diligence on revamping the parking lot for additional parking spaces. Discussion ensued.

Attorney Jordan stated she thinks Wolfpack Alliance, LLC should be responsible for all costs related to these alternative parking plans. Mrs. Tanner stated it will not take engineers to do the two (2) parking spaces. Based on council discussion from two years ago, the city was already looking at hiring an engineer to try and find a way to revamp the parking lot if we were able to. Attorney Jordan stated there needs to be some additional consideration for the council making this concession. Mr. Russell stated we are looking at fixing the parking lot for the benefit of all businesses, but we are going to make only one responsible for the cost. I can't agree with that. Mrs. Cain stated she did agree with them paying for the boundary survey. Ms. McCall asked if the motion had been amended because she doesn't like to go against what the attorney advises.

A motion was made by Council Member Russell and seconded by Council Member Cain to leave the current state of the property stay as it is, with the stipulation that the lease agreement would be updated and Wolfpack Alliance be responsible for the cost of the boundary survey, and the city be responsible for looking at redeveloping the parking lot that would benefit all businesses. Discussion ensued.

Attorney Jordan stated she still feels like they should be responsible for paying for the resolve of the problems that were caused by their actions. Mrs. Tanner stated maybe they could pay the cost to redo the handicap parking spaces. We are going to move a dumpster to open one (1) space. The handicap spot will be repainted to make it a regular space which is just paint and public works labor so it will be a minimal cost. The 3rd parking spot, we can look at the handicap space across the road and count the total spaces and make a determination on how many are needed. As far as the engineering, it wouldn't be hard to find the third parking spot, it would be for what to do with the entire parking lot and whether we want to close off South Railroad Avenue. Attorney Jordan stated this is all caused by a problem that a private entity created. You don't know what all your costs will be. Mr. Russell asked how many additional parking spaces have been taken in the fence put up by the Chipley Station. Mrs. Tanner stated three (3). Mr. Russell stated moving the dumpster will give one back and making the handicap space a regular parking space that makes two (2). Are we trying for three or are we ok with two? Mrs. Tanner stated all the handicap spaces can be looked at to make sure we have the required number of spots or if there are others that can be changed to a regular spot. Mrs. Tanner stated we can come up with the cost to repaint the handicap spots to make them a regular spot and can discuss that with Wolfpack Alliance. It should be minimal in cost and if they are in agreeance we can do that. As far as the engineering goes the city wanted to look at it and will not benefit just them, but all the businesses.

Mr. Dexter stated they will pay for the cost to repaint the handicap parking spaces and for the new boundary survey.

**A motion was made by Council Member Russell and seconded by Council Member Cain to let the current state of the property stay as it is, let Mrs. Tanner negotiate with Wolfpack Alliance, LLC on the cost of repainting the handicap parking spaces, update the lease agreement for the spaces currently being used by Wolfpack Alliance, and to make Wolfpack Alliance responsible for the cost of the updated boundary survey. The motion passed unanimously.**

8. **Ordinance No. 994 – Sidewalk Solicitation.** Attorney Jordan stated there were questions raised at the last council meeting about our existing solicitation ordinance. I have researched it and I agree that there are some constitutional concerns with it due to it being out of date. It restricts speech in ways that are not appropriate as far as time, place and manner. There are some public safety concerns that do need to be addressed. We do have existing regulations that we have already updated for our special event application which is appropriate for the time, place and manner restrictions and protection of the public and city. I suggest we follow that process. When you solicitate to raise funds and enter the flow of traffic, this will be regulated by the changes that I've made to the solicitation ordinance. If you block the sidewalks you will have to go through the special event application process. Mrs. Tanner read Ordinance No. 994 by title:

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CHIPLEY, FLORIDA, REPEALING SECTIONS 34-5 AND 34-6 OF THE CITY OF CHIPLEY CODE OF ORDINANCES IN THEIR ENTIRETIES; ESTABLISHING REGULATIONS FOR THE SOLICITATION OF DONATIONS AND SALE OF GOODS AND SERVICES ON PUBLIC ROADWAYS AND DESIGNATED AREAS; PROVIDING FOR PERMIT REQUIREMENTS AND APPROVAL CRITERIA; AND PROVIDING FOR**

**TEMPORARY EXCEPTIONS FOR SPECIAL EVENTS; WITH THE PURPOSE OF PROMOTING PUBLIC SAFETY AND ENSURING THE ORDERLY USE OF PUBLIC SPACES; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.**

No further discussion.

**A motion was made by Council Member McCall and seconded by Council Member Blount to approve the first reading of Ordinance No. 994. The motion passed unanimously.**

9. **Special Event Application** – Reach America Christian Outreach. Mrs. Tanner stated this event will be held three (3) days per week, Monday thru Saturday, for a period of one (1) year on the sidewalks located at the intersection of SR 77 and SR 90. They will have signs, walk along the sidewalk, carry a small belt speaker and speak phrases about Jesus. They will offer gospel cards and accept donations if offered only when people stop for the light. I reached out to Chief Whitaker with the City of Bonifay who said they have had some complaints but they are minimal. The concern was them getting into traffic, but once the window rolls down they have the right to access the roadway. There have been no repercussions from them doing their ministry. Mr. Russell stated this would be for an entire year. Mrs. Tanner stated that is what they are asking for, but you can always change that. Mr. Russell stated 3 days a week for a year seems pretty excessive. Attorney Jordan stated there is no liability insurance included with the application. Ms. McCall asked if anyone had talked with FDOT about needing a permit for this. Attorney Jordan stated we don't have the authority to regulate that and it would be between Mr. McMahan and FDOT. Mrs. Tanner asked the attorney since it is a public sidewalk they are requesting to use, are they required to have special event insurance. Attorney Jordan stated everyone that gets a special event application approved should have insurance. If the application requests a street closure then we are minimizing the risk to people. This event increases the risk to the people participating. The intersection they want to use has heavy traffic constantly and they need to be adequately insured with at least two million in aggregate. Mr. McMahan stated three days would be the maximum amount of days each week and donations are just an implied solicitation. Ms. McCall stated that Mr. McMahan told council at the last meeting that the man doing the ministry was making his living doing this, so the donations are not implied. Mr. McMahan stated the man has to get donations or get another part time job to make a living. Mayor Andrews stated our biggest concern is this will go on three days a week for a year at our busiest intersection with no insurance. This type of event is going to require insurance in case something happens. The three days is the bigger piece. Mr. Blount asked what would happen if someone else wanted to do it too. If we had 3 more people doing that, then we need a time limit. We wouldn't say no, but set a time limit. Mr. Russell stated three days a week with a donation jar is a job. Mrs. Tanner asked Mr. McMahan if they have insurance. Mr. McMahan stated they do not and if required we will have to decide whether to do it or not. Ms. McCall stated the biggest concerns were the request to use the busiest intersection, the period of one year, and no insurance. Attorney Jordan asked if they would consider a different intersection like Church Avenue and SR 77. Mr. Russell stated it still comes back to not having insurance. Mayor Andrews stated that Mr. McMahan needs to get with his organization to see if they are willing to get insurance. Discussion ensued.

**A motion was made by Council Member Russell and seconded by Council Member McCall to table this item until we find out about insurance. The motion passed unanimously.**

Mrs. Cain said they need to move it down to Church Avenue and SR 77 and get insurance. Mrs. Tanner stated if you are not interested in doing it all year you can look at a shorter period of time, pending insurance.

## I. OTHER BUSINESS

**J.     ADJOURN**

The meeting was adjourned by Mayor Andrews at 6:57 p.m.

City of Chipley

Attest:

Tracy L. Andrews, Mayor

Sherry Snell,  
City Clerk



***City of Chipley***  
**Special Council Meeting**  
**Minutes**  
**May 29, 2025 at 5:00 p.m.**

**Attendees:**

Ms. Tracy Andrews, Mayor  
 Mr. Leonard Blount, Council Member  
 Ms. Cheryl McCall, Council Member

Mr. Kevin Russell, Mayor Pro-Tem  
 Mrs. Linda Cain, Council Member

**Others Present Were**

Mrs. Patrice Tanner, City Administrator  
 Mr. Curtis Porter, Police Captain

Ms. Sherry Snell, City Clerk

**Via ZOOM:**

Mr. Guy Lane, Asst. City Admin./Public Works Director

Mrs. Michelle Jordan, City Attorney

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**A. CALL TO ORDER.**

The meeting was called to order by Mayor Andrews at 5:00 p.m.

**B. PRAYER AND PLEDGE**

Prayer was given by Ms. McCall and Mayor Andrews led the pledge to the American Flag.

**C. APPROVAL OF AGENDA**

**A motion was made by Council Member Russell and seconded by Council Member Blount to approve the agenda as presented. The motion passed unanimously.**

**D. Agenda Items.**

- 1. Resolution No. 25-33** – Florida Department of Commerce Agreement Number HL175 – Amendment Two – First Responder Emergency Equipment. Mrs. Tanner stated this resolution will approve Amendment Two to the Florida Department of Commerce Agreement Number HL175, extending the agreement end date to June 30, 2026 or the date on which either party terminates this agreement. No further discussion.

**A motion was made by Council Member Russell and seconded by Council Member Cain to approve Resolution No. 25-33. The motion passed unanimously.**

- 2. Resolution No. 25-34** – FDEP Drinking Water State Revolving Fund Loan Program Agreement – Drinking Water Facilities Plan. Mrs. Tanner stated this resolution will

approve the FDEP Capitalization Grant for Drinking Water State Revolving Fund Loan Agreement No. DW670140 in the amount of \$90,000.00. This funding will be used to prepare a Drinking Water Facilities Plan and will include a listing of projects that need to be done in the city. The loan reserve account that was approved to be opened for this project includes 50% of the total project amount and the other 50% is grant funds. The city will be required to apply for funding through the FDEP SRF Program for future design and construction funding. No further discussion.

**A motion was made by Council Member McCall and seconded by Council Member Russell to Resolution No. 25-34. The motion passed unanimously.**

3. **Resolution No. 25-35** – Florida Division of Historical Resources Special Category Grant Application – Old City Hall Construction. Heather Lopez stated this will approve the submission of an application to the Florida Division of Historical Resources Special Category Grant for the Old City Hall construction. The funds will be used as follows: New Roof System/Blocking/Hurricane Ties/Repair Roof Framing Members: Grant fund requested - \$263,000. City cash match - \$30,000 (Hurricane Michael Insurance Proceeds). Total \$293,000. Design & Engineering: City cash match - \$45,000. Total Grant Funds - \$263,000. Total City Cash Match - \$75,000. Total Project Cost - \$338,000. She stated that she went over the budget with Mrs. Tanner and they decided that the roof is the main concern because it will protect the rest of the building. Mrs. Tanner stated they must use the same roof material or something similar and asked if the Council was ok with the match of \$45,000 that the city would have to budget for this year. Mr. Russell asked if we had that much money. Mrs. Tanner stated we will try to include it as part of the annual budget process, but if we are unable to find the money for it then we will have to use reserve funds. Discussion ensued.

**A motion was made by Council Member Russell and seconded by Council Member Cain to approve Resolution No. 25-35. The motion passed unanimously.**

Mayor Andrews adjourned the meeting at 5:13 p.m.

City of Chipley

Tracy L. Andrews, Mayor

Attest:

Sherry Snell,  
City Clerk

## Proclamation

### National League of Cities Small Cities Month June 2025

**Whereas**, small cities and towns under 50,000 population are the home to millions of Americans and constitute the vast majority of municipalities across the United States; and

**Whereas**, small cities and towns strive to strengthen their communities through the provision of services and programs to improve the quality of life for all citizens; and

**Whereas**, the federal government is an essential partner in the success of small cities and towns, and must be encouraged to continue to support programs and legislation that strengthen small communities; and

**Whereas**, state governments are partners in the success of small cities and towns, and must be encouraged to continue to support key programs and legislation that strengthen communities; and

**Whereas**, organizations, businesses, and citizens are partners in the success of small cities and towns, and must be encouraged to continue to grow their efforts to make small communities a viable choice for people to live in; and

**Whereas**, during these challenging economic times, the need for a renewed intergovernmental partnership to support essential public services is more important than ever to ensure the safety and growth of small town America; and

**Whereas**, the National League of Cities President *and* the Small Cities Council of the National League of Cities have declared June 2025 as Small Cities Month;

**Now therefore**, the City of Chipley does hereby proclaim June 2025, as Small Cities Month, and encourages President Trump, Congress, state governments, organizations, businesses, and all citizens to recognize this event, and to work together this month and throughout the year to invest in small cities and towns to better the lives of all citizens.

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Tracy L. Andrews, Mayor

CITY OF CHIPLEY

STAFF REPORT

SUBJECT: Resolution No. 25-36 – Florida Department of Agriculture and Consumer Services Agreement – Wastewater Treatment Facility (WWTF)

MEETING DATEPREPARED BY

Tuesday, June 10 , 2025Patrice Tanner, City Administrator

SUMMARY

This resolution will approve the Federal Financial Assistance Subrecipient Agreement between the Florida Department of Agriculture and Consumer Services, Office of Energy, and the City of Chipley in the amount of \$661,500.00. This will be used for significant infrastructure upgrades at the Wastewater Treatment Facility (WWTF) located at 692 Rustin Drive to improve energy efficiency, reliability and sustainability.

RECOMMENDATION

City Staff recommend approval of Resolution No. 25-36.

ATTACHMENTS

1. Resolution No. 25-36

2. Agreement

RESOLUTION NO. 25-36

A RESOLUTION APPROVING AN AGREEMENT IDENTIFIED AS THE  
FEDERAL FINANCIAL ASSISTANCE SUBRECIPIENT AGREEMENT,  
BETWEEN THE FLORIDA DEPARTMENT OF AGRICULTURE AND  
CONSUMER SERVICES, OFFICE OF ENERGY AND THE CITY OF  
CHIPLEY, FLORIDA.

**WHEREAS**, the Florida Department of Agriculture and Consumer Services, Office of Energy, hereinafter referred to as "Department" has approved the Federal Financial Assistance Subrecipient Agreement for the City of Chipley, hereinafter referred to as the "Grantee"; and

**WHEREAS**, this funding will allow significant infrastructure upgrades at its Wastewater Treatment Facility (WWTF) located at 692 Rustin Drive to improve energy efficiency, reliability, and sustainability by reducing the energy use, cost and greenhouse gas emissions; and

**WHEREAS**, by harnessing renewable energy, this project will lower operational expenses and align with Chipley’s sustainability goals, contributing to a more environmentally friendly community

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE  
CITY OF CHIPLEY, FLORIDA, THAT:**

1. The City of Chipley hereby approves the Florida Department of Agriculture and Consumer Services, Office of Energy, Federal Financial Assistance Subrecipient Agreement in the amount of \$661,500.00, with an agreement end date of July 31, 2027 (with all installation completed by July 31, 2026).
2. A certified copy of this Resolution be forwarded to the Florida Department of Agriculture and Consumer Services, Office of Energy, along with the executed Agreement.

**PASSED AND ADOPTED** by the City Council of the City of Chipley, Florida on this 10th day of June, 2025.

CITY OF CHIPLEY

ATTEST:

\_\_\_\_\_  
Tracy L. Andrews, Mayor

\_\_\_\_\_  
Sherry Snell,  
City Clerk



WILTON SIMPSON  
COMMISSIONER

Florida Department of Agriculture and Consumer Services  
Division of Administration

**FEDERAL FINANCIAL ASSISTANCE  
SUBRECIPIENT AGREEMENT**

This Federal Financial Assistance Subrecipient Agreement (Agreement) made and entered into on \_\_\_\_\_, by and between the FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES, the Recipient, and City of Chipley, the Subrecipient. The Subrecipient's Application package for federal financial assistance, dated February 4th, 2025, (Application) is incorporated by reference. The Subrecipient shall perform the Scope of Work contained in the Subrecipient's Application.

The Department of Management Services' designated United Nations Standard Products and Services Code (UNSPSC) is 83101902 (Energy Use Measures).

**A. SUBAWARD AMOUNT**

1. The total award amount for satisfactorily completing the Scope of Work is \$ 661,500.00. In no event shall the Recipient be liable for payment of any amount, which exceeds the total award amount.
  - a. The Subrecipient may expend funds only for allowable costs resulting from obligations incurred during the agreement period.
  - b. The balance of unobligated funds which have been advanced or paid must be refunded to the Recipient.
  - c. Funds paid in excess of the amount to which the Subrecipient is entitled under the terms and conditions of the agreement must be refunded to the Recipient.

**B. TERM**

1. The agreement period of this Subrecipient agreement shall commence on the \_\_\_\_ day of \_\_\_\_\_, 2025 and, unless sooner terminated or canceled, shall end on the 31st day of July of 2027 (Term). **All installation work must be completed by July 31, 2026 ("Term")**.
2. No-cost extensions require the prior written approval of the Recipient and must be submitted not less than sixty (60) days prior to the end of the Term. Extension requests, which exceed the federal agency award period, will not be granted.

**C. UNIVERSAL IDENTIFIER AND SYSTEM OF AWARD MANAGEMENT**

1. The Subrecipient shall comply with 2 CFR, Part 25, "Financial Assistance Use of Universal Identifier and System of Award Management" (SAM). The Subrecipient must register and maintain a registration in SAM until submittal of the final financial report. A unique entity identifier is a 12-character alphanumeric ID assigned to an entity by SAM.gov.
2. Compliance with 2 CFR, Part 25 is not required for individuals.

**D. FINANCIAL AND PROGRAM MANAGEMENT**

1. Statutory and National Policy Requirements

- a. All expenditures of federal financial assistance under the Agreement shall be in compliance with all applicable laws, rules, and regulations applicable to expenditures of federal funds.
- b. The Subrecipient shall implement applicable National Policy Requirements.

## 2. Deliverables

- a. The Subrecipient must provide quantifiable, measurable, and verifiable units of Deliverables which must be received and accepted in writing by the Recipient before payment. Deliverables must be directly related to the Scope of Work; specify minimum levels of service to be performed; and contain criteria for evaluating the successful completion of each Deliverable. The Deliverables are set forth in the Scope of Work contained in the Subrecipient Application.
- b. The Subrecipient shall perform all deliverables within the time frame established in this Agreement. Unless otherwise set forth in the Scope of Work, failure to meet the Deliverables of this Agreement shall result in a financial consequence up to N/A % of the final payment request unless the failure to perform the deliverable is corrected or prohibited by the federal agency awarding the grant.

## 3. Financial Management

- a. The Subrecipient shall maintain an accounting system and a set of accounting records, which allow for the identification of revenues and expenditures related to this Agreement.
- b. The Subrecipient shall comply with 2 CFR, Part 200, as currently in effect and as may be amended from time to time and adhere to the accounting principles and procedures required therein, use adequate internal controls, and maintain necessary source documentation for all costs incurred.

## 4. Reimbursement Requests

- a. The allowability of costs shall be in accordance with the federal financial assistance cost principles applicable to the Subrecipient and terms of this Agreement.
- b. The Subrecipient shall submit the payment request packet to the Recipient's Grant Manager not more often than monthly, but not less often than quarterly. To be eligible for reimbursement, costs shall be allowable, necessary, and reasonable, and must be submitted by budget category consistent with the budget plan submitted with the Subrecipient's Application.
- c. All reimbursement requests must be submitted using the Recipient's standard payment request packet and provide supporting documentation for each cost. An authorized Subrecipient representative shall sign the certifications on the payment request packet submitted.
- d. The payment request packet is downloadable from <https://forms.fdacs.gov/02019.pdf>.
- e. A Subrecipient whose federal financial assistance grant provides an online reimbursement system for reporting reimbursement details shall use the online reimbursement system instead of the payment request packet.

- f. Travel Expenses. Justified and reasonable travel expenses which are directly and exclusively related to the services rendered under this Agreement will be reimbursed in accordance with Section 112.061, F.S. Authorization for travel expenses must be specified in this Agreement.

## 5. Payment of Reimbursement Requests

- a. Payment for allowable, necessary, and reasonable costs shall be made within thirty (30) days after acceptance by the Recipient. Payment request packets returned to the Subrecipient due to omissions or preparation errors will result in a payment delay.
- b. Payment requests for a percentage of work completed on each task deliverable are allowed.
- c. Payment is contingent upon the availability of funding from the federal agency and the Subrecipient's compliance with the terms and conditions of this Agreement.
- d. The final payment under this Agreement shall be made upon completion of the Scope of Work including all Deliverables and the receipt and approval of all reports required hereunder.
- e. Disallowance or adjustments due to audit findings may require the Subrecipient to return funds to the Recipient. The Subrecipient is solely responsible for reimbursing the Recipient for amounts incorrectly paid to the Subrecipient.

## 6. Program Income

- a. "Program income includes but is not limited to income from fees for services performed, the use or rental of real or personal property acquired under federal awards, the sale of commodities or items fabricated under a federal award, license fees and royalties on patents and copyrights, and principal and interest on loans made with federal award funds". 2 CFR 200.80
- b. The Subrecipient must report to the Recipient any program income received or anticipated from the activities performed under this Agreement.

## 7. Revision of Budget Plan

- a. The Budget Plan contained in the Subrecipient Application lists costs and budget categories to fund the Subrecipient's performance of the Scope of Work, including the completion of Deliverables.
- b. The Subrecipient is required to report any transfers from one approved budget category to another approved budget category. If the cumulative budget transfers meet or exceed ten percent (10%), prior approval, evidenced by contract amendment, is required.
- c. Prior approval, evidenced by contract amendment, is required for:
  - (1) Any transfers from an approved budget category to an unapproved budget category. An unapproved budget category is defined as having no funds allocated in the original Budget Plan.
  - (2) Any equipment purchases not noted in the original Budget Plan and/or Scope of Work.



- (3) Any subawarding or contracting out of any work not noted in the original Budget Plan and/or Scope of Work.

## 8. Revision of Scope of Work

- a. The Subrecipient shall report any changes to the Scope of Work including but not limited to changes in the objectives, changes in key personnel, reduction of work effort by key personnel, and delays in completion of the work.

## 9. Acknowledgements

- a. The Subrecipient shall have an acknowledgement of the (United States Department of Energy) support placed on any publication written or published or audiovisual produced with grant support and, if feasible, on any publication reporting the results of, or describing, a grant-supported activity, or audiovisuals produced with grant support. This requirement does not apply to audiovisuals produced as research instruments or for documenting experimentations or findings and not intended for presentation or distribution to the public.
- b. Publication means a published book, periodical, pamphlet, brochure, flier, or similar item.
- c. Audiovisual means a product containing visual imagery or sound or both.
- d. The Subrecipient acknowledgement must contain a disclaimer which states: "Any opinions, findings, conclusions, or recommendations expressed in this publication or audiovisual are those of the author(s) and do not necessarily reflect the view of the (United States Department of Energy)".
- e. Language shall read:

**The work upon which this (insert publication or audiovisual or both) is based was funded, in whole or in part through a subrecipient grant awarded by the (United States Department of Energy) through the Florida Department of Agriculture and Consumer Services. The contents do not necessarily reflect the views or policies of the (United States Department of Energy) nor does mention of trade names, commercial productions, services, or organizations imply endorsement by the U.S. Government.**

## E. PROPERTY STANDARDS

### 1. Equipment and Real Property

- a. Equipment must be used in the project for which the federal funds are derived.
- b. The federal agency has a vested interest in equipment and/or real property which, when purchased, exceeds \$5,000 in value. If a title is issued for the equipment and/or real property, the federal agency must be listed on the title.
- c. The Subrecipient must maintain property records, which include, but are not limited to, the description, serial number or other identification number, acquisition date, cost, location, percentage of federal participation in the cost of the property, use and condition of the property. When the property is disposed of, the property records must be updated with the date of disposal and sale price of the property.

- d. A physical inventory is required at least once every two years.
- e. If the equipment and/or real property are to be sold or used as a trade-in, approval of the Recipient is required.
- f. At the end of the award period, the Subrecipient is required to request from the Recipient disposal instructions and is required to notify the Recipient of the fair market value of the equipment and/or real property.

## 2. Insurance Coverage

- a. The Subrecipient will carry sufficient insurance coverage to protect all assets required under the Agreement from loss due to theft, fraud, and/or undue physical damage. The Subrecipient shall carry insurance on its own assets in commercially reasonable amounts and all statutorily required insurance, including without limitation Workers' Compensation insurance.

## 3. Intellectual Property

- a. Anything by whatsoever designation it may be known, that is produced by, or developed in connection with this Agreement shall become the exclusive property of the Recipient and may be copyrighted, patented, or otherwise restricted as provided by Florida or federal law. Neither the Subrecipient nor any individual employed under this Agreement shall have any proprietary interest in such property.
- b. With respect to each Deliverable that constitutes a work of authorship within the subject matter and scope of U.S. Copyright Law, 17 U.S.C. Sections 102-105, such work shall be a "work for hire" as defined in 17 U.S.C. Section 101 and all copyrights subsisting in such work for hire shall be owned exclusively by the Recipient.
- c. In the event it is determined as a matter of law that any such work is not a "work for hire," the Subrecipient shall immediately assign to the Recipient all copyrights subsisting therein for the consideration set forth in the Agreement and with no additional compensation.
- d. The foregoing shall not apply to any preexisting software, or other work of authorship used by the Subrecipient to create a Deliverable but which exists as work independent of the Deliverable, unless the preexisting software or work was developed by the Subrecipient pursuant to a previous Agreement with the Recipient or by a purchase by the Recipient under a state term contract.

## F. MATCHING OR COST SHARE (IF APPLICABLE)

- 1. The matching or cost share portion must be tracked using a unique identifier in the Subrecipient accounting system.
- 2. If the matching or cost share portion is not met, the Recipient may disallow costs paid with federal funds in proportion to the reduction in the matching or cost share amount.
- 3. The matching or cost share portion must be incurred in direct proportion to the amount of federal funds used.

4. The matching or cost share portion must be reported based upon the Budget Plan submitted with the Application.
5. Records for in-kind contributions, which are based upon volunteer hours, must have timesheets or a sign-in/sign-out logs and must explicitly state the method for valuation of the hours. The value must be reasonable.
6. Records for in-kind contributions, which are based upon goods or services provided, must have an invoice, if available, or must explicitly state the method for the valuation. The value must be reasonable.
7. In-kind contributions must be provided by a third party during the period for which they are being claimed.
8. The matching or cost share portion must not be counted towards other cost sharing requirements. Neither costs nor values of third-party in-kind contributions may count if they have been used towards other cost sharing requirements.

#### G. GENERAL PROCUREMENT STANDARDS

1. The Subrecipient will follow the same policies and procedures it uses for procurements from other funding sources.
2. The Subrecipient must have documented procurement procedures.
3. The Subrecipient must have written policies on standards of conduct covering conflicts of interest. No employee, officer, or agency may participate in the selection, award or administration of a contract supported by federal funds if he or she has a real or apparent conflict of interest.

#### H. PERFORMANCE MONITORING AND REPORTING

1. The Subrecipient shall submit detailed quarterly reports using the format and content shown on the Recipient's performance progress report. The performance progress report is downloadable from <https://forms.fdacs.gov/02018.pdf>.
2. In the event the Agreement is terminated, the Subrecipient shall furnish a report detailing progress made under this Agreement through the date of termination within twenty (20) days of termination.
3. The Subrecipient shall cooperate in all on-site reviews from the Recipient, its authorized representatives, or federal government personnel.
4. The review personnel will be given full and complete access during normal business hours to all information related to the performance of this Agreement to ensure compliance with project activities and statutes, regulations, and rules.
5. The Recipient will give 48 hours' notice of any on site review.
6. The Subrecipient shall make available all personnel involved in the performance of work on this Agreement.

7. Failure to correct substandard performance within thirty (30) days after written notice from the Recipient shall result in suspension and/or termination of the Agreement.

## I. RECORD RETENTION AND ACCESS

### 1. Retention Requirements for Records

- a. Upon reasonable notice, the Recipient shall have access to the Subrecipient's records during normal business hours.
- b. The Subrecipient shall maintain all records pertinent to the activities to be funded under this Agreement for a period of five (5) years after final payment is received and for such additional period as may be required until all claims, litigation and appeals pertaining or related to the Agreement have been completely resolved.

### 2. Access to Public Records

- a. The Subrecipient shall comply with all applicable requirements of Chapter 119, F.S.
- b. To the extent that Subrecipient meets the definition of "Contractor" under Section 119.0701, F.S., all documents, including papers, letters, or any other record or materials prepared pursuant to this Agreement are subject to Florida's Public Records Law. Subrecipient must:
  - (1) Keep and maintain public records required by the Recipient to perform the service.
  - (2) Upon request from the Recipient's custodian of public records, provide the Recipient with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at no cost to the Recipient.
  - (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 period and following completion or termination of the contract if the Subrecipient does not transfer the records to the Recipient.
  - (4) Upon completion or termination of the contract, transfer, at no cost, to the Recipient all public records in possession of the Subrecipient or keep and maintain public records required by the Recipient to perform the service. If the Subrecipient transfers all public records to the Recipient upon completion or termination of the contract, the Subrecipient shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Subrecipient keeps and maintains public records upon completion or termination of the contract, the Subrecipient shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Recipient, upon request from the Recipient's custodian of public records, in a format that is compatible with the information technology systems of the Recipient.
- c. The Recipient shall have the right of unilateral cancellation for refusal by the Subrecipient to allow public access to all documents, papers, letters, or other material made or received by the Recipient in conjunction with the contract, unless the records are exempt from s. 24(a) of Article I of the State Constitution and Section 119.07(1), F.S.
- d. Nothing in this article shall be considered a waiver of the provisions of Section 119.0701, F.S.

**IF THE SUBRECIPIENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE SUBRECIPIENT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS:**

**OFFICE OF GENERAL COUNSEL  
407 SOUTH CALHOUN STREET, SUITE 520  
TALLAHASSEE, FL 32399  
PHONE: (850) 245-1000  
EMAIL: [PRCUSTODIAN@FDACS.GOV](mailto:PRCUSTODIAN@FDACS.GOV)**

#### J. REMEDIES FOR NONCOMPLIANCE

1. Prior to the exercise of any remedy provided for herein, the Recipient shall provide thirty (30) calendar days written notice of default and shall provide the Subrecipient the opportunity to cure such failure or default within said thirty (30) day period. Upon the failure or inability to cure, the Recipient shall have all rights and remedies provided at law or in equity, including without limitation the following:

- a. Temporarily withhold cash payments pending correction of the deficiency by the Subrecipient.
- b. Disallow all or part of the cost of the services not in compliance.
- c. Wholly or partly suspend or terminate this Agreement.

#### 2. Termination

- a. This Agreement may be terminated for convenience by either party upon giving not less than thirty (30) days advance written notice to the other party. The Subrecipient shall be paid for all work satisfactorily performed prior to the date of termination provided the Subrecipient has otherwise complied with the terms of this Agreement, including the submission of all reports.
- b. The Recipient may suspend or terminate this Agreement if the Subrecipient:
  - (1) Fails to comply with any applicable rules, regulations or provisions referred to herein, or any other applicable state or federal statutes, rules, regulations, executive orders, federal guidelines, policies or directives;
  - (2) Fails to timely fulfill its obligations under the Agreement;
  - (3) Improperly or illegally uses funds provided under this Agreement; or
  - (4) Submits reports that are incorrect in any material respect.

## K. CLOSE OUT

1. Notwithstanding the termination of this Agreement, the Subrecipient's obligations to the Recipient shall survive until all close out requirements are completed. Close out activities shall include but are not limited to completing and submitting final reports, properly disposing of property, accounting for unspent cash advances and program income and transferring custodianship of records to Recipient or its designee.
2. Post-close Out Adjustments
  - a. Any funds paid in excess of the amount to which the Subrecipient is entitled under the Agreement must be refunded to the Recipient within thirty (30) days after demand therefore by Recipient.

## L. AUDIT REQUIREMENTS

### 1. Audit Provisions

- a. If the Subrecipient is a state or local government or a nonprofit organization, the audit provisions as defined in 2 CFR, Part 200 Subpart F are applicable.
- b. If the Subrecipient is a commercial organization (for-profit), the organization will provide the Recipient with its annual audited financial statement or the annual tax return provided to the Internal Revenue Service.
- c. Audit provisions are not required for a Subrecipient who is an individual.
- d. In the event that the Subrecipient expends \$1,000,000 or more in federal awards in its fiscal year, the Subrecipient must have a single or program-specific audit conducted in accordance with the 2 CFR, Part 200 Subpart F.
- e. If the Subrecipient expends less than \$1,000,000 in federal awards in its fiscal year, an audit conducted in accordance with the provisions of 2 CFR, Part 200 Subpart F is not required. Records must be available for audit or review if necessary.
- f. If the Subrecipient expends less than \$1,000,000 in federal awards in its fiscal year and elects to have an audit conducted, the cost of the audit must be paid from non-federal resources.

### 2. Basis for Determining Federal Awards Expended

- a. In determining the federal awards expended in its fiscal year, the Subrecipient shall consider all sources of federal awards, including federal resources received from the Recipient.
- b. The determination of amounts of federal awards expended should be in accordance with the guidelines established by 2 CFR, Part 200 Subpart F.

### 3. Relation to Other Audit Requirements

- a. If the Subrecipient has an audit conducted in relationship to any other federal regulation or statute, the Recipient may determine upon review if the audit reports meet the needs of the Recipient. If so, an additional audit will not be required.
- b. An audit of the Subrecipient conducted by the Auditor General in accordance with provisions of 2 CFR, Part 200 Subpart F will meet these requirements.
- c. These provisions do not limit the authority of the federal agency, Inspector General, General Accounting Office (GAO), or Recipient to conduct or arrange for the conduct of audits or evaluations of federal financial assistance awards.

#### 4. Frequency of Audits

- a. Audits shall be performed annually to meet this requirement.

#### 5. Sanctions

- a. If the Subrecipient is unwilling or has a continued inability to have an audit conducted, the provisions for noncompliance will be enforced.

#### 6. Subrecipient Responsibilities

- a. The Subrecipient shall arrange for the audit to be conducted in a timely manner and submitted as required in 2 CFR 200.512.
- b. The Subrecipient shall prepare the financial statements in accordance with 2 CFR 200.510.
- c. The Subrecipient shall promptly follow up and take corrective action on audit findings.
- d. The Subrecipient will provide the auditor with access to records, personnel, documentation, and other information as needed by the auditor.

#### 7. Audit Findings Follow-up

- a. At the completion of the audit, the Subrecipient must prepare, in a document separate from the auditor's findings a corrective action plan to address each audit finding included in the current year auditor's reports.
- b. The corrective action plan must provide the name(s) of the contact person(s) responsible for corrective action, the corrective action planned and the anticipated completion date.
- c. If the Subrecipient does not agree with the audit findings or believes corrective action is not required, then the corrective action plan must include an explanation and specific reasons.
- d. Any deficiencies noted in audit reports must be fully cleared by the Subrecipient within thirty (30) days after receipt by the Subrecipient.
- e. Failure of the Subrecipient to comply with the above requirement will constitute a violation of this Agreement and may result in the withholding of future payments.

## 8. Report Submission

- a. The audit must be completed and the data collection form and reporting package must be submitted within the earlier of thirty (30) calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period. If the due date falls on a Saturday, Sunday, or Federal holiday, the reporting package is due the next business day.
- b. The Subrecipient must submit required data elements described in Appendix X to 2 CFR, Part 200 – Data Collection Form (SF-SAC), which states whether the audit was completed in accordance with this part and provide information about the Subrecipient, its federal programs and the results of the audit.
- c. A senior representative of the Subrecipient must sign a statement to be included as part of the data collection that the Subrecipient has complied with the audit requirements, the data was prepared in accordance with 2 CFR 200.512, the reporting package does not include protected personally identifiable information, the information is accurate and complete, and the reporting package and form will be publicly available on the web.
- d. The Subrecipient shall also submit to the Recipient's Grant Manager one copy of the audit report, reporting package, any management letter issued by the auditor, and the data collection form described in Appendix X to 2 CFR, Part 200.
- e. The Subrecipient is required to use the internet submission form on the Federal Audit Clearinghouse (FAC) website. The FAC website is located at <https://www.fac.gov/>.
- f. The Subrecipient shall ensure that audit working papers are made available to the Recipient's Chief Financial Officer or Auditor General, or its designee, upon request for a period of five (5) years from the date the audit report is issued, unless extended in writing by the Recipient.

## M. GENERAL CONDITIONS

1. Nothing contained in this Agreement is intended to, or will be construed in any manner, as creating or establishing the relationship of principal and agent or employer and employee between the parties. The Subrecipient will at all times remain an independent contractor with respect to the services to be performed under this Agreement.
2. Indemnification. The Subrecipient shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless the Recipient, and their officers, agents, and employees, from suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by the Subrecipient, its agent, employees, partners, or subcontractors, provided, however that the Subrecipient shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of the Recipient. Nothing herein contained shall be construed or operate as a waiver of sovereign immunity to the extent sovereign immunity, as set forth in Section 786.28, F.S., may otherwise apply.
3. Liability. The Recipient shall not assume any liability for the acts, omissions to act or negligence of the Subrecipient, its agents, servants, and employees, nor shall the Subrecipient disclaim its own negligence to the Recipient or any third party.



4. The Subrecipient shall not discriminate on the basis of race, sex, religion, color, national origin, age, or disability and shall comply with all applicable state and federal laws and regulations related thereto, including without limitation, the Americans with Disabilities Act (42 USC 12101 et. Seq.); Section 504 of the Rehabilitation Act of 1973 (29 USC 795); and the Age Discrimination Act of 1975 (42 USC 6101-6107).
5. The Subrecipient acknowledges and agrees that the employment of unauthorized aliens by any person or entity is considered a violation of 8 U.S.C. § 1324a. If the Subrecipient knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement. The Subrecipient avers that it is registered in the E-Verify system and further agrees to comply with the provisions of Section 448.095(2), F.S., during the term of the contract, including receiving and maintaining required affidavits from subcontractors.
6. This Agreement is contingent upon the availability of funding from the federal agency. This Agreement may be terminated by Recipient if funding from the federal agency is reduced or terminated.
7. The Subrecipient represents and warrants that neither it, nor its principals, is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal department or agency; and, that the Subrecipient shall not knowingly enter into any lower tier contract, or other covered transaction, with a person who is similarly debarred or suspended from participating in this covered transaction. Any lower tier contract provider who receives funds as a result of this Agreement shall be verified by Subrecipient through the General Services Administration (GSA) Federal Excluded Parties List: <https://sam.gov/SAM/>.
8. The Subrecipient shall comply with the Federal Acquisition Regulation 52.204-25 Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment, as currently in effect and as may be amended from time to time. Failure to comply or if the Subrecipient knowingly provides funds to any entity prohibited from receiving a contract or award pursuant to the Federal Acquisition Regulation 52.204-25 shall be cause for unilateral cancellation of this Agreement.
9. The Subrecipient acknowledges it has completed the certification regarding lobbying.
10. If prior written authorization for subcontracting is granted by the Recipient, any work or services subcontracted by the Subrecipient shall be specifically by written contract or Agreement, and such subcontracts shall be subject to each provision of this Agreement and applicable Federal, State or County guidelines and regulations as currently in effect and as may be amended from time to time. Prior to execution by the Subrecipient of any subcontract hereunder, the Subrecipient must submit such subcontracts to the Recipient for its review and approval.
11. The Subrecipient will comply with section 20.055, F.S.
12. This Agreement may not be modified except by a written instrument executed by a duly authorized representative of each party hereto.
13. In the event that two or more documents combine to form this Agreement, and in the event that there is any contradictory or conflicting clause or requirement in these documents, the provisions of the document(s) prepared by the Recipient shall be controlling.

14. This Agreement shall be controlled by Florida law, without regard to any conflict of law provisions thereof with venue in Leon County, Florida.
15. Severability. In the event that any clause or requirement of this Agreement is contradictory to, or conflicts with the requirements of Florida or federal law, including, but not limited to requirements regarding contracts with Florida's governmental agencies, the offending clause or requirement shall be without force and effect and the requirements of the applicable Florida or federal law shall substitute for that clause or requirement and be binding on all parties hereto.
16. Paragraph Headings. Paragraph headings contained in this Agreement are for convenience or reference only. They shall not be deemed to modify, limit, define or describe in any respect the provisions of this Agreement.
17. Compliance. The Subrecipient shall, at its sole cost and expense, comply with all requirements of all Municipal, County, State and Federal rules and regulations, statutes and/or ordinances now in effect and as may be amended from time to time pertaining to the duties and obligations arising from this Agreement.
18. Survival. The termination of this Agreement (whether by expiry, completion, the exercise of a termination right hereunder, or otherwise) will not relieve either party of any obligation, nor impair the exercise of rights, accrued hereunder prior to such termination. Without limiting the foregoing, the terms of Article D (entitled "FINANCIAL AND PROGRAM MANAGEMENT"), Article I (entitled "RECORD RETENTION AND ACCESS"), Article K (entitled "CLOSE OUT"), and Article L (entitled "AUDIT REQUIREMENTS") hereof will survive the termination of this Agreement.
19. This Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument. Each person signing this Agreement warrants that he or she is duly authorized to do so and to bind the respective party to the Agreement.
20. The delay or failure by the Department to exercise or enforce any of its rights under this Agreement shall not constitute or be deemed a waiver of the Department's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.
21. Administration of Agreement.

The Grant Manager for the Recipient is Tyler Dudley and is located at 600 Calhoun Street Suite B04N, Office of Energy, Tallahassee, Florida, 32399.

The Grant Manager for the Subrecipient is Patrice Tanner and is located at 1442 Jackson Avenue, Chipley, FL 32428-1600.

Substitution of a Grant Manager by any party after execution of this Agreement shall not require a formal amendment of this Agreement; however, the other Grant Manager shall be informed in writing within seven (7) business days of the substitution.

22. Notices. Any notice required or permitted under this Agreement shall be in writing and shall be sent via email to the contract manager and sent by a nationally recognized courier service which provides written proof of delivery (e.g., UPS, Federal Express) or mailed by registered

or certified mail, postage prepaid, return receipt requested, addressed, in either event, to the contract manager set forth above.

23. Entire Agreement. The instrument, including any attachments or exhibits, embodies the Entire Agreement of the parties for the use of the funds received under this Agreement. This Agreement supersedes all previous oral or written communications, representations, or Agreements on this subject.

#### N. STATE FUNDS; REPORTING

1. Inspection and Reporting Requirements. Upon request, the Subrecipient shall comply with Section 216.1366(3), F.S., inspection requirements. Any records, papers, and documents requested by the Department must be provided for inspection within ten (10) business days after the request is made. If the Subrecipient is a non-profit organization as defined in Section 215.97(2), F.S., then the Subrecipient must provide documentation that indicates the amount of state funds (1) allocated to be used during the full term of the contract for remuneration of any member of the board of directors or an officer of the Subrecipient, and (2) allocated under each payment by the Recipient to be used for remuneration of any member of the board of directors or an officer of the Subrecipient. The documentation must indicate the amounts and receipts of remuneration.
2. The Subrecipient not classified as a non-profit organization as defined in Section 215.97(2)(m), F.S.; therefore the Subrecipient is not required to complete and return the [Total Compensation Paid to Non-Profit Personnel Using State Funds form \(FDACS-01324\)](#) located at <https://forms.fdacs.gov/01324.pdf> in accordance with Section 216.1366, F.S., no later than ten (10) business days from execution of this Agreement and with each invoice or reimbursement submission in accordance with Section D. If the non-profit Subrecipient maintains a website, the Subrecipient must post the information required by Section 216.1366(3), F.S., on its website.
3. Failure to comply with any of the requirements of Section 216.1336, F.S., may result in termination of the Agreement as prescribed in Section J.

**NOTE: Articles O and P do not apply to Individuals or Private Citizens.**

#### O. EXECUTIVE COMPENSATION

1. The Subrecipient shall complete and return the [Executive Compensation Attestation for Agreements Involving State Funds form \(FDACS-01317\)](#) located at <https://forms.fdacs.gov/01317.pdf> no later than ten (10) business days from execution of this Agreement. Executive Compensation Attestation is required pursuant to Executive Order 20-44. Governmental entities as defined in Section 287.012(14), F.S., are excluded from the executive compensation reporting.
2. In the event that the Subrecipient receives fifty (50) percent or more of its budget from funding provided by the State of Florida, or a combination of funding from the State of Florida and the United States Government, or this Agreement results from the Subrecipient being named in statute as the required Subrecipient of a sole-source, public-private Agreement, then the Subrecipient shall provide an annual report to the Recipient due on or before June 30th. An annual report shall be required for each year that this Agreement remains in existence. The report shall detail the total compensation of the Subrecipient's executive leadership team, to include salary, bonuses, cash-in leave, cash equivalents, severance pay, retirement benefits, deferred compensation, real property gifts, and any other payout. The annual report must also

indicate what percent of compensation comes directly from State or Federal allocations, and the report shall contain the Subrecipient's IRS Form 990.

3. The Subrecipient understands and agrees that it must provide Recipient of written notice detail any change in executive compensation in the intervening period between annual reports.
4. The Subrecipient understands and agrees that failure to comply with any provision of this section constitutes a material breach for which Recipient may seek termination of this Agreement pursuant to Article 7 of this Agreement.
5. The final annual report shall be delivered to the Recipient as part of the close out process detailed in Article 8.

#### P. AFFIDAVIT FOR NONGOVERNMENTAL ENTITY

Pursuant to Section 787.06(13), F.S., when a contract is executed, renewed, or extended between a nongovernmental entity and a governmental entity, as defined in Section 287.138(1), F.S., an officer or representative of the nongovernmental entity must attest under penalty of perjury that the nongovernmental entity does not use coercion for labor or services as defined in Section 787.06, F.S. The [Non-Coercion for Labor or Services Affidavit \(FDACS-01364\)](https://forms.fdacs.gov/01364.pdf) located at <https://forms.fdacs.gov/01364.pdf> or a substantially similar affidavit must be completed and returned to the Recipient no later than ten (10) business days from the contract being executed, renewed, or extended. Email the completed affidavit to the Recipient's Grant Manager and reference the contract number in the subject line.

Federal resources awarded to the Subrecipient pursuant to this agreement are from United States Department of Energy, federal financial assistance funding opportunity under FAIN # DE-SEP-0002023 and DE-FOA-0000052, and Assistance Listing Number (ALN) (formerly known as Catalog of Federal Domestic Assistance Number) 81.041.

**\*\*\* Remainder of Page Left Intentionally Blank \*\*\***

Special Conditions: See attachment

A – Scope of Work

B – Monthly Progress Report

C – Special Audit Requirements, Exhibit 1

D – Certification Regarding Lobbying; Debarments, Suspension and Other Responsibility Matters for Expenditure of Federal Funds

E – Final Report

F – Property Reporting Form

G – Federal Funding Grantee, Sub-Grantee and Contractor Provisions

H – Special Conditions

IN WITNESS THEREOF, and in consideration of the mutual covenants set forth above and, in the attachments and exhibits hereto, the parties have caused to be executed this Agreement by the undersigned officials duly authorized:

FLORIDA DEPARTMENT OF AGRICULTURE  
AND CONSUMER SERVICES

SUBRECIPIENT

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Director of Administration  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date



WILTON SIMPSON  
COMMISSIONER

Florida Department of Agriculture and Consumer Services  
Division of Administration

**ATTACHMENT A  
GRANT AGREEMENT NO.  
SCOPE OF WORK**

**A. PROJECT TITLE:**

City of Chipley- Wastewater Efficiency Improvements

**B. PROJECT LOCATION:**

692 Rustin Drive, Chipley, FL 32428

**C. PROJECT BACKGROUND:**

This project focuses on implementing critical infrastructure upgrades to optimize energy consumption, reduce operational costs, and ensure compliance with regulatory standards. By replacing aging equipment and integrating advanced technologies, the city aims to enhance the performance and sustainability of its wastewater treatment processes.

**D. PROJECT OBJECTIVES:**

- Objective 1: Reduce energy use by the City of Chipley
- Objective 2: Reduce energy cost to the City of Chipley
- Objective 3: Reduce the City of Chipley's greenhouse gas emissions

**E. PROJECT DESCRIPTION:**

The City of Chipley will undertake significant infrastructure upgrades at its Wastewater Treatment Facility (WWTF) located at 692 Rustin Drive to improve energy efficiency, reliability, and sustainability.

**1. SCADA System Installation:** A Supervisory Control and Data Acquisition (SCADA) system will be installed to enable real-time monitoring and control of WWTF and spray field operations. This system will optimize energy use, improve system reliability, and allow proactive maintenance.

**2. Effluent Pumps and Motors Replacement:** Two 125-horsepower (or the adequate size as determined during the design process) energy-efficient effluent pumps will replace aging units, reducing energy consumption while improving discharge capacity.

**3. Blowers and Motors Upgrade:** Four outdated 75-horsepower (or the adequate size as determined during the design process) blowers will be replaced with modern, energy-efficient models to enhance aeration and reduce power usage.

**4. Influent Pumps Replacement:** Three 38-horsepower (or the adequate size as determined during the design process) submersible influent pumps will be installed to ensure consistent and energy-efficient handling of incoming wastewater.

**5. Reject Pumps and Motors Installation:** Two 20-horsepower (or the adequate size as determined during the design process) reject pumps will be replaced to improve the management of waste streams and reduce operational costs.

**6. Filter Feed Pumps and Motors Upgrade:** Two 5-horsepower (or the adequate size as determined during the design process) filter feed pumps will be replaced with high-efficiency models to optimize the filtration process and reduce energy usage.

**7. SBR Mixer Motors Replacement:** Two 30-horsepower (or the adequate size as determined during the design process) mixer motors in the Sequencing Batch Reactor (SBR) system will be upgraded for improved mixing efficiency and energy savings.

**8. High Mast Lighting Retrofit:** High mast lighting will be retrofitted with energy-efficient bulbs to lower electricity consumption and maintenance costs.

## F. PROJECT MILESTONES/DELIVERABLES/OUTPUTS:

No.	Task/Activity Description	Deliverables/ Outputs	Start Month	Deadline Month
1	Request for Proposals: Grant Administration /Engineering Services	RFP/RFQ Packets, Bid Tabulations, Ranking Sheets, Newspaper Affidavits.	June 2025	July 2025
2	Engineering Design and Inspection Services	Final Design Plans and Specifications, Inspection Reports, Photographs	August 2025	May 2026
3	Installation of Energy Efficiency Improvements – SCADA System Integration, Replacement of Pumps and Motors, Light Retrofit	Delivery of Equipment/Installation - Monthly Progress Reports, Photos, Inspection Reports	December 2025	May 2026
4	Grant Administration	Project Management Reports, Davis-Bacon Reports during Construction	August 2025	May 2026
5	Collect Energy Savings Data	Provided Post Installation Energy Savings Reporting	July 2026	July 2027

## G. PROJECT BUDGET:

The budget below summarizes the project by Funding Category. All dollar amounts are rounded to the nearest whole dollar value.

Funding Category	Grant Funds	Cost Share: Matching Funds and Other In-Kind Contributions	
		Funding	Source of Funds
1. Salaries			
2. Fringe Benefits			
3. Travel (if authorized)			
4. Supplies/Other Expenses			
5. Equipment			
6. Contractual Services	\$661,500.00	N/A	
7. Indirect (if authorized)			
Total Project Budget	\$661,500.00	N/A	
Total Project Cost	\$661,500.00	= Grants Funds + Cost Share	
Cost Share Percentage*	100%	= Cost Share / Total Project Cost	

#### H. TOTAL BUDGET BY TASK:

The project budget below summarizes the project by Project Task. Project Tasks correspond to the “Project Description” section. All dollar amounts are rounded to the nearest whole dollar value.

Project Task		Grant Funds	Cost Share: Matching Funds and Other In-Kind Contributions	
			Matching Funds	Source
1	Request for Proposals: Grant Administration /Engineering Services	\$0.00	N/A	
2	Engineering Design and Inspections Services	\$72,000.00	N/A	
3	Energy Efficiency Improvements – SCADA System Integration, Replacement of Pumps and Motors, Light Retrofit	\$560,000.00	N/A	
4	Grant Administration	\$29,500.00	N/A	
5	Post Installation Energy Savings Reporting			
Totals:		\$661,500.00	N/A	
Total Project Cost:		\$661,500.00	= Grant Funds + Cost Share	

#### I. BUDGET DETAIL:



Using the definitions provided below, the detailed, line-item budget clarifies the Budget Summary shown in Section G. Budget Category Sub-Totals have been rounded to the nearest whole dollar value. Up to 10% of grant funds may be used for administrative costs, excluding the cost of meeting reporting requirements of the program. Administrative costs are defined as: allowable, reasonable, and allocable Direct and Indirect costs related to overall management of the awarded grant (including travel). For each budget line-item, the appropriate column identifies if the cost is: 1) Grant or Match, 2) a Direct cost used to calculate Indirect Costs (if approved) and 3) whether the cost is Administrative in nature. A description of what is required for each budget category is as follows:

1. Salaries – Identify the persons to be compensated for work on this project by name (if known), position, and title. Show the hourly cost and total hours to be charged for each person or position. Divide annual salaries by 2080 hours and nine-month academic salaries by 1560 hours, to find the hourly rate.
2. Fringe Benefits – Multiply the rate by the total salaries to which fringe benefits apply. If the rate is variable, explain and show calculations.
3. Travel – List trips by their purpose and/or destination. Indicate the number of days for each trip. The Department will only reimburse for travel at the appropriate State of Florida rate (Section 112.061, Florida Statutes), using the forms referenced in Payment Request Packet. Be prepared to provide the Department with details on costs utilized to calculate the “Amount Budgeted” for each trip.
4. Supplies & Other Expenses – List expendable supplies by category description, unit costs and quantity. List other expenses not included in any of the above categories. Examples would be printing, copying, postage, communications, etc. Non-expendable equipment valued at less than \$1,000 may be listed also. Include only expenses directly related to the project, not expenses of a general nature. For Match only, list costs related to donated real property such as land (not to exceed the fair market value of the property).
5. Equipment – List non-expendable personal property/equipment valued at \$1,000 or more by description, unit cost, and quantity. Computers and data-processing equipment should be described in detail.
6. Contractual Services – Subcontractors should provide the same information required by this budget table, with the following exceptions: (a) when professional services are provided at a pre-existing approved rate or fee shown on the budget; or (b) the subcontract is to be obtained competitively. For either (a) or (b), show an estimated maximum amount.
7. Total Budget Category – Show the total of all line-items within a Budget Category.
8. Total Budget – Show the total of all categories.

1. Salaries								
Salaries (Name/Position)	Hourly Cost (\$)	*	Hours/w k. or % FTE	=	Total Gross Salary (\$)	Grant = G or Match = M	Direct costs used to calculate Indirect Cost? Y/N	Admin. Cost? Y/N
N/A		*		=				
		*		=				
Sub-Totals for Salaries Category					\$0			

2. Fringe Benefits									
Name of Employee	Amount Gross Salary (\$)	Approved % per Work Plan or enter "N/A" & provide break-out	Benefit # 1 & Cost	Benefit # 2 & Cost	Benefit # 3 & Cost	Total Fringe Benefits (\$)	Grant = G or Match = M	Direct costs used to calculate Indirect Cost? Y/N	Admin. Cost Y/N
N/A									
Sub-Total of Fringe Benefits Category						\$0			

3. Travel * Cannot exceed cost limitations required by Section 112.061, Florida Statutes							
Name of Employee	Destination	Period of Trip (# of days)	Purpose of Trip	Amount Budgeted	Grant = G or Match = M	Direct costs used to calculate Indirect Cost? Y/N	Admin. Cost Y/N
N/A							
Sub-Total of Travel Category				\$0			

<b>4. Supplies – Other Expenses</b>								
<b>Description</b>	<b>Unit Cost (\$)</b>	<b>*</b>	<b>Quantity</b>	<b>=</b>	<b>Total Cost (\$)</b>	<b>Grant = G or Match = M</b>	<b>Direct costs used to calculate Indirect Cost? Y/N</b>	<b>Admin. Cost Y/N</b>
N/A								
<b>Sub-Total of Supplies – Other Expenses Category</b>					<b>\$0</b>			

<b>5. Equipment</b>								
<b>Description</b>	<b>Unit Cost (\$)</b>	<b>*</b>	<b>Quantity</b>	<b>=</b>	<b>Total Cost (\$)</b>	<b>Grant = G or Match = M</b>	<b>Direct costs used to calculate Indirect Cost? Y/N</b>	<b>Admin. Cost Y/N</b>
N/A								
<b>Sub-Total of Equipment Category</b>					<b>\$0</b>			

<b>6. Contractual Services</b>									
<b>Name of Vendor</b>	<b>Description</b>	<b>Fee/Rate (\$)</b>	<b>*</b>	<b>Quantity</b>	<b>=</b>	<b>Total Cost (\$)</b>	<b>Grant = G or Match = M</b>	<b>Direct costs used to calculate Indirect Cost? Y/N</b>	<b>Admin. Cost Y/N</b>
TBD	Engineering Design and Inspection	\$72,000.00		1		\$72,000.00	G	N	
TBD	Grant Administration	\$29,500.00		1		\$29,500.00	G	N	
TBD	Energy Upgrade/Improvements	\$560,000.00		1		\$560,000.00	G	N	
<b>Sub-Total of Contractual Services Category</b>						<b>\$661,500.00</b>			

<b>7. Indirect Cost (if approved)</b>									
<b>Budget Category included in Base of Indirect Cost Calculations</b>	<b>Total Direct Costs for Budget Category</b>	<b>*</b>	<b>Approved Indirect Cost Rate (%) from Scope of Work</b>	<b>=</b>	<b>Total Indirect Cost for Budget Category (\$)</b>	<b>=</b>	<b>Total Indirect Costs for Grant</b>	<b>+</b>	<b>Total Indirect Costs for Match</b>
N/A		*		=		=		+	
		*		=		=		+	
<b>Sub-Total of Indirect Costs Category</b>					<b>\$0</b>	<b>=</b>	<b>\$0</b>	<b>+</b>	<b>\$0</b>

<b>8. Total Project Budget</b>					
<b>Budget Category</b>	<b>Total Costs for Budget Category</b>	<b>=</b>	<b>Total Grant Costs</b>	<b>+</b>	<b>Total Match Costs</b>
Salaries	\$0	=	\$0	+	\$0
Fringe Benefits	\$0	=	\$0	+	\$0
Travel	\$0	=	\$0	+	\$0
Supplies	\$0	=	\$0	+	\$0
Equipment	\$0	=	\$0	+	\$0
Contractual	\$661,500.00	=	\$661,500.00	+	\$0
<b>Total Project Budget</b>	<b>\$661,500.00</b>	<b>=</b>	<b>\$661,500.00</b>	<b>+</b>	<b>\$0</b>

**J. MEASURES OF SUCCESS:**

The disbursement of cost-share funds under this Agreement shall be allowable, necessary, and reasonable, and must be submitted by budget category consistent with the budget plan submitted with applicant’s application. Energy savings must be tracked by the subrecipient for at least one year following completion of the project and reported to the department.

In the Final Report, the Subrecipient shall address how the project objectives were accomplished.



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**ATTACHMENT B  
GRANT AGREEMENT NO.  
MONTHLY PROGRESS REPORT FORM**

<b>Grant Agreement No.:</b>			
<b>Grantee Name:</b>			
<b>Grantee Address:</b>			
<b>Grantee's Representative:</b>		<b>Telephone No.:</b>	
<b>Monthly Reporting Period:</b>			
<b>Project Number and Title:</b>			
<b>A. Provide a summary of project accomplishments to date. (Include a comparison of actual accomplishments to the objectives established for the period. If goals were not met, provide reasons why.)</b>			
<b>B. Provide an update on the number of jobs created or retained, quantify the reduction of greenhouse gasses and the energy saved in kWh or BTU.</b>			
<b>C. Provide an update on the estimated time for completion of the project and an explanation for any anticipated delays.</b>			

**D. Provide any additional pertinent information including, when appropriate, analysis and explanation of cost overruns or high unit costs.**

**E. Identify below, and attach copies of, any relevant work products being submitted for the project for this reporting period (e.g., report data sets, links to on-line photographs, etc.).**

F. REPORTING

Activities:

Metric Area Description	Metric Description	Unit of Measure
Emissions Reductions	Criteria air pollutants reduced (tons)	
	Greenhouse gases reduced (CO2 equivalents)	
Energy Cost Savings	Dollars Saved	
Energy Savings	Reduction in natural gas consumption (million cu ft)	
	Reduction in electricity consumption (megawatt hours)	
	Reduction in electricity demand (megawatts)	
	Reduction in fuel oil consumption (gallons)	
	Reduction in propane consumption (gallons)	

G. SUBCONTRACTOR LIST

The Grantee may subcontract work under this Grant Agreement without the prior approval of the Grant Manager, upon the condition that each Monthly/Quarterly Progress Report must contain a current list of subcontractors.

*\*If grantee does not have subcontractors, please state 'None' below.*

Name of Subcontractor	Address	Current Total Amount of each Subcontract	Description of Work Performed



H. MINORITY/WOMAN/SERVICE-DISABLED VETERAN-OWNED BUSINESS LIST

The Grantee is encouraged to use small businesses, including minority, woman and service-disabled veteran-owned businesses as subcontractors under this Grant Agreement. The Grantee is required to report information concerning their use of such businesses in each Monthly/Quarterly Progress Report.

*\*If grantee does not have any subcontracts with minority/woman/service-disabled veteran- owned businesses, please state 'None' below.*

Name of Business	Address	Reporting Period (month)	Total Amount Paid to Business during this Reporting Period	Description of Goods/Services provided by Business	Type of Business (Minority, Woman, Service-disabled veteran-owned)

This report is submitted in accordance with the reporting requirements of Grant Agreement No. and accurately reflects the activities and costs associated with the subject project.

Signature of Grantee’s Representative

Date





**WILTON SIMPSON  
COMMISSIONER**

Florida Department of Agriculture and Consumer Services  
Office of Energy

**ATTACHMENT C  
GRANT AGREEMENT NO. / \_\_\_\_\_  
SPECIAL AUDIT REQUIREMENTS**

The administration of resources awarded by the Florida Department of Agriculture and Consumer Services (hereinafter referred to as the "Department") to the subrecipient (hereinafter referred to as the "grantee" or "subrecipient"), may be subject to audits and/or monitoring by the Department, as described in this attachment.

**MONITORING**

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

**AUDITS**

**PART I: FEDERALLY FUNDED**

This part is applicable if the subrecipient is a State or local government or a nonprofit organization as defined in 2 CFR 200, Subpart F, as revised.

1. In the event that the subrecipient expends \$1,000,000 or more in Federal awards in its fiscal year, the subrecipient must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR 200, Subpart F, as revised. In determining the Federal awards expended in its fiscal year, the subrecipient shall consider all sources of Federal awards. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by 2 CFR 200, Subpart F, as revised. An audit of the subrecipient conducted by the Auditor General in accordance with the provisions of 2 CFR 200, Subpart F, as revised, will meet the requirements of this part.
2. In connection with the audit requirements addressed in Part I, paragraph 1, the subrecipient shall fulfill the requirements relative to auditee responsibilities as provided in Subtitle III of 2 CFR 200, Subpart F, as revised.
3. If the subrecipient expends less than \$1,000,000 in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F, as revised, is not required. In the event that the subrecipient expends less than \$1,000,000 in Federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F, as revised, the cost of the audit must be paid from non-Federal resources (i.e., the cost of such an audit must be paid from subrecipient resources obtained from other than Federal entities).
4. The subrecipient may access information regarding the Assistance Listing Number (ALN) via the internet at [Assistance Listings | SAM.gov](#).

**PART II: STATE FUNDED**

This part is applicable if the subrecipient is a nonstate entity as defined by Section 215.97(2)(m), Florida Statutes.

1. In the event that the subrecipient expends a total amount of state financial assistance equal to or in excess of \$500,000 in any fiscal year of such subrecipient, the subrecipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. In determining the state financial assistance expended in its fiscal year, the subrecipient shall consider all sources of state financial assistance, including state financial assistance received from the Department, other state agencies and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.
2. In connection with the audit requirements addressed in paragraph 1, the subrecipient shall ensure that the audit complies with the requirements of Section 215.97, Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the subrecipient expends less than \$500,000 in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the subrecipient expends less than \$500,000 in state financial assistance in its fiscal year, and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the subrecipient's resources obtained from other than State entities).
4. The subrecipient must include the record keeping requirements found herein in subcontractor agreements entered into for work required under terms of this Agreement. In the executed subcontract, the subrecipient shall provide each subcontractor of state financial assistance the information needed by the subcontractor to comply with the requirements of Section 215.97, Florida Statutes. Pursuant to Section 215.97, Florida Statutes, the subrecipient shall review and monitor subcontractor audit reports and perform other procedures as specified in the agreement with the subcontractor, which may include onsite visits. The subrecipient shall require subcontractors, as a condition of receiving state financial assistance, to permit the independent auditor of the subrecipient, the Department, the Chief Financial Officer, the Chief Inspector General and the Auditor General access to the subcontractor's records and independent auditor's working papers as necessary to comply with the requirements of Section 215.97, Florida Statutes.
5. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a subrecipient should access the Florida Single Audit Act website located at <https://apps.fldfs.com/fsaa> for assistance. In addition to the above websites, the following websites may be accessed for information: The Florida Legislature's website at <http://www.leg.state.fl.us/Welcome/index.cfm>, the State of Florida's website at <http://www.myflorida.com/>, the Department of Financial Services' website at <http://www.myfloridacfo.com/> and the Auditor General's Website at <http://www.state.fl.us/audgen>.

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**PART III: REPORT SUBMISSION**

1. Copies of reporting packages for audits conducted in accordance with 2 CFR 200, Subpart F, as revised, and required by Part I of this Attachment shall be submitted, when required by Subtitle III of 2 CFR 200, Subpart F, as revised, by or on behalf of the subrecipient directly to each of the following:

- A. The Florida Department of Agriculture and Consumer Services at the following address:

Compliance Administrator or Grant Manager  
 Florida Department of Agriculture and Consumer Services  
 Office of Energy  
 600 South Calhoun Street, Suite 251  
 Tallahassee, FL 32399-0001

- B. The Federal Audit Clearinghouse designated in 2 CFR 200, Subpart F, as revised (the number of copies required by Subtitle III of 2 CFR 200, Subpart F, as revised, should be submitted to the Federal Audit Clearinghouse), at the following address:

Federal Audit Clearinghouse  
 Bureau of the Census  
 1201 East 10th Street  
 Jeffersonville, IN 47132

- C. Other Federal agencies and pass-through entities in accordance with Subtitle III of 2 CFR 200, Subpart F, as revised.

2. Pursuant to Subtitle III of 2 CFR 200, Subpart F, as revised, the subrecipient shall submit a copy of the reporting package described in Subtitle III of 2 CFR 200, Subpart F, as revised, and any management letters issued by the auditor, to the Department at the following address:

Compliance Administrator or Grant Manager  
 Florida Department of Agriculture and Consumer Services  
 Office of Energy  
 600 South Calhoun Street, Suite 251  
 Tallahassee, FL 32399-0001

3. Copies of financial reporting packages required by PART II of this Attachment shall be submitted by or on behalf of the subrecipient directly to each of the following:

- A. The Florida Department of Agriculture and Consumer Services at the following address:

Compliance Administrator or Grant Manager  
 Florida Department of Agriculture and Consumer Services  
 Office of Energy  
 600 South Calhoun Street, Suite 251  
 Tallahassee, FL 32399-0001

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

State of Florida Auditor General  
 Room 401, Claude Pepper Building  
 111 West Madison Street  
 Tallahassee, FL 32399-1450

**RECORD RETENTION**

The subrecipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued and shall allow access to such records upon request by the Department or its designee, Chief Financial Officer or Auditor General. The subrecipient shall ensure that audit working papers are made available to the Department or its designee, Chief Financial Officer or Auditor General upon request for a period of three years from the date the audit report is issued, unless extended in writing by the Department.

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WILTON SIMPSON  
COMMISSIONER

Florida Department of Agriculture and Consumer Services  
Division of Administration

**ATTACHMENT C**  
**EXHIBIT 1**

FUNDS AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:					
Federal Program Number	Federal Agency	Assistance Listing Number	ASSISTANCE NUMBER LISTING Title	Funding Amount	State Appropriation Category
DE-FOA-0000052 AND DE-SEP-0002023	United States Department of Energy	81.041	State Energy Program	\$661,500.00	146556

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Matching Resources for Federal Programs:					
Federal Program Number	Federal Agency	Assistance Listing Number	ASSISTANCE NUMBER LISTING Title	Funding Amount	State Appropriation Category

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:						
State Program Number	Funding Source	State Fiscal Year	SFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category

				Total Award	\$661,500.00	
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For each program identified above, the recipient shall comply with the program requirements described in the Assistance Listing Number (ALN) [[Assistance Listings | SAM.gov](#)] and/or the Florida Catalog of State Financial Assistance (CSFA) [<https://apps.fldfs.com/fsaa/catalog.aspx>].

The services/purposes for which the funds are to be used are included in the Contract scope of services/work. Any match required by the recipient is clearly indicated in the Contract.



**WILTON SIMPSON  
COMMISSIONER**

**Florida Department of Agriculture and Consumer Services  
Division of Administration**

**ATTACHMENT D  
CERTIFICATION REGARDING LOBBYING;  
DEBARMENT, SUSPENSION AND OTHER  
RESPONSIBILITY MATTERS  
FOR EXPENDITURE OF FEDERAL FUNDS**

**LOBBYING**

As required by 2 CFR 200, for persons entering into a contract, grant or cooperative agreement over **\$100,000** involving the expenditure of Federal funds, the undersigned certifies for itself and its principals that:

- (a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;
- (b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress, in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and
- (c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

\_\_\_\_\_  
PRINTED NAME/TITLE OF REPRESENTATIVE

\_\_\_\_\_  
CONTRACT / PURCHASE ORDER NUMBER

\_\_\_\_\_  
SIGNATURE OF REPRESENTATIVE / DATE

**DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS**

As required by 2 CFR 200, for persons entering into a contract, grant or cooperative agreement over **\$25,000** involving the expenditure of Federal funds, the undersigned certifies for itself and its principals that:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a Government entity (Federal, State, or local) with commission of any offenses enumerated in paragraph (b) of this certification; and
- (d) Have not within a three-year period preceding this application had one or more public transaction (Federal, State, or local) terminated for cause or default; and

Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

\_\_\_\_\_  
PRINTED NAME/TITLE OF REPRESENTATIVE

\_\_\_\_\_  
CONTRACT / PURCHASE ORDER NUMBER

\_\_\_\_\_  
SIGNATURE OF REPRESENTATIVE / DATE





WILTON SIMPSON  
COMMISSIONER

Florida Department of Agriculture and Consumer Services  
Division of Administration

**ATTACHMENT E  
GRANT AGREEMENT NO.  
FINAL REPORT**

<b>Grant Agreement No.:</b>			
<b>Grantee Name:</b>			
<b>Grantee Address:</b>			
<b>Grantee's Representative:</b>		<b>Telephone No.:</b>	
<b>Reporting Period:</b>			
<b>Project Number and Title:</b>			
<b>A. Provide a summary of project accomplishments to date. (Include a comparison of actual accomplishments to the objectives established for the period. If goals were not met, provide reasons why.)</b>			
<b>B. Provide an update on the number of jobs created or retained, quantify the reduction of greenhouse gasses and the energy saved in kWh or BTU.</b>			
<b>C. Provide an update on the estimated time for completion of the project and an explanation for any anticipated delays.</b>			

**D. Provide any additional pertinent information including, when appropriate, analysis and explanation of cost overruns or high unit costs.**

**E. Identify below, and attach copies of, any relevant work products being submitted for the project for this reporting period (e.g., report data sets, links to on-line photographs, etc.).**

F. REPORTING

Activities:

Metric Area Description	Metric Description	Unit Of Measure
Emissions Reductions	Criteria air pollutants reduced (tons)	
	Greenhouse gases reduced (CO2 equivalents)	
Energy Cost Savings	Dollars Saved	
Energy Savings	Reduction in natural gas consumption (million cu ft)	
	Reduction in electricity consumption (megawatt hours)	
	Reduction in electricity demand (megawatts)	
	Reduction in fuel oil consumption (gallons)	
	Reduction in propane consumption (gallons)	
	Reduction in gasoline consumption (gallons)	

H. SUBCONTRACTOR LIST

The Grantee may subcontract work under this Grant Agreement without the prior approval of the Grant Manager, upon the condition that each Monthly/Quarterly Progress Report must contain a current list of subcontractors.

*\*If grantee does not have subcontractors, please state 'None' below.*

Name of Subcontractor	Address	Current Total Amount of each Subcontract	Description of Work Performed

I. MINORITY/WOMAN/SERVICE-DISABLED VETERAN-OWNED BUSINESS LIST

The Grantee is encouraged to use small businesses, including minority, woman and service-disabled veteran-owned businesses as subcontractors under this Grant Agreement. The Grantee is required to report information concerning their use of such businesses in each Monthly/Quarterly Progress Report.

*\*If grantee does not have any subcontracts with minority/woman/service-disabled veteran- owned businesses, please state 'None' below.*

Name of Business	Address	Reporting Period (month)	Total Amount Paid to Business during this Reporting Period	Description of Goods/Services provided by Business	Type of Business (Minority, Woman, Service-disabled veteran-owned)

This report is submitted in accordance with the reporting requirements of Grant Agreement No. and accurately reflects the activities and costs associated with the subject project.

\_\_\_\_\_  
Signature of Grantee’s Representative

\_\_\_\_\_  
Date





**WILTON SIMPSON  
COMMISSIONER**

Florida Department of Agriculture and Consumer Services  
Division of Administration

**ATTACHMENT F**  
**PROPERTY REPORTING FORM FOR GRANT AGREEMENT NO.**  
**(For Property With Grantee/Recipient Assigned Property Control Numbers)**  
**UNITED STATES DEPARTMENT OF ENERGY AWARDS**

**GRANTEE:** List non-expendable equipment/personal property\* costing \$1,000 or more purchased under the above Agreement. Also list all upgrades\* under this Agreement, costing \$1,000 or more of property previously purchased under a Department Grant Agreement (identify the property upgraded and the applicable Department Agreement on a separate sheet). Complete the description (including manufacturer & model no.)/serial no cost, location/address and property control number columns of this form. The Grantee shall establish a unique identifier for tracking all personal property/equipment purchased under this Agreement and shall report the inventory of said property, on an annual basis, to the Department's Grant Manager, by Grant Agreement number, no later than January 31 for each year this Agreement is in effect.

DESCRIPTION (INCLUDING MANUFACTURER & MODEL NO.)	SERIAL NO./COST**	LOCATION/ADDRESS	GRANTEE/RECIPIENT ASSIGNED PROPERTY CONTROL NUMBER

\*Not including software. \*\*Attach copy of invoice, bill of sale, or other documentation to support purchase.

Grantee/Recipient:	Grantee's/Recipient's Project Manager:	Date:
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BELOW FOR DEPARTMENT USE ONLY	
<b>GRANT MANAGER:</b>	<b>MAINTAIN THIS DOCUMENT WITH A COPY OF THE INVOICES SUPPORTING THE COST OF EACH ITEM IDENTIFIED ABOVE IN YOUR AGREEMENT FILE. IF THE AGREEMENT IS A COST REIMBURSEMENT AGREEMENT, MAKE SURE TO SEND INVOICES SUPPORTING THE COST OF THE ITEMS TO FINANCE AND ACCOUNTING FOR THE PROCESSING OF THE GRANTEE'S/RECIPIENT'S INVOICE FOR PAYMENT.</b>
Grant Manager Signature: _____	Date: _____

**FINANCE AND ACCOUNTING:** No processing required by Finance & Accounting as the Grantee/Recipient is responsible for retaining ownership of the equipment/property upon satisfactory completion of the Agreement.



WILTON SIMPSON  
COMMISSIONER

Florida Department of Agriculture and Consumer Services  
Division of Administration

Section G, Item 1.

**ATTACHMENT G  
FEDERAL FUNDING GRANTEE,  
SUBGRANTEE AND CONTRACTORS' PROVISIONS**

**PURSUANT TO AMERICAN RECOVERY AND REINVESTMENT ACT  
UNITED STATES DEPARTMENT OF ENERGY AWARDS**

All subgrants and contracts awarded by the Grantee, including small purchases, shall contain the following provisions as applicable:

1. **Equal Employment Opportunity** - All contracts shall contain a provision requiring compliance with E.O. 11246, "Equal Employment Opportunity," as amended by E.O. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."
2. **Copeland "Anti-Kickback" Act (18 U.S.C. 874 and 40 U.S.C. 276c)** - All contracts and subgrants in excess of \$2,000 for construction or repair awarded by recipients and subrecipients shall include a provision for compliance with the Copeland "Anti-Kickback" Act (18 U.S.C. 874), as supplemented by Department of Labor regulations (29 CFR part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled. The recipient shall report all suspected or reported violations to the Federal awarding agency.
3. **Davis-Bacon Act, as amended (40 U.S.C. 276a to a-7)** - When required by Federal program legislation, all construction contracts awarded by the recipients and subrecipients of more than \$2,000 shall include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 276a to a-7) and as supplemented by Department of Labor regulations (29 CFR part 5, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction"). Under this Act, contractors shall be required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages not less than once a week. The recipient shall place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation and the award of a contract shall be conditioned upon the acceptance of the wage determination. The recipient shall report all suspected or reported violations to the Federal awarding agency.
4. **Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333)** - Where applicable, all contracts awarded by recipients in excess of \$2000 for construction contracts and in excess of \$2,500 for other contracts that involve the employment of mechanics or laborers shall include a provision for compliance with Sections 102 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), as supplemented by Department of Labor regulations (29 CFR part 5). Under Section 102 of the Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than 1 ½ times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
5. **Rights to Inventions Made Under a Contract or Agreement** - Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 10 CFR part 600.325, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

6. **Clean Air Act (42 U.S.C. 7401 et seq.), and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), as amended** - Contracts and subgrants of amounts in excess of \$100,000 shall contain a provision that requires the recipient to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.). Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
7. **Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)** - Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.
8. **Debarment and Suspension (E.O.s 12549 and 12689)** - No contract shall be made to parties listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Nonprocurement Programs in accordance with E.O.s 12549 and 12689, "Debarment and Suspension." This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory or regulatory authority other than E.O. 12549. Contractors with awards that exceed the small purchase threshold shall provide the required certification regarding its exclusion status and that of its principal employees.
9. **Section 508 of the Federal Water Pollution Control Act, as amended (33 U.S.C. 1368) and Section 1424(e) of the Safe Drinking Water Act, (42 U.S.C. 300h-3(e))** - Contracts and subgrants of amounts in excess of \$100,000 shall contain a provision that requires the recipient to agree to comply with all applicable standards, orders or regulations issued pursuant to Section 508 of the Federal Water Pollution Control Act, as amended (33 U.S.C. 1368) and Section 1424(e) of the Safe Drinking Water Act, (42 U.S.C. 300h-3(e)). Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
10. **Compliance with all Federal statutes relating to nondiscrimination.** These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of sex; (b) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 795), which prohibits discrimination on the basis of handicaps; (c) the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107), which prohibits discrimination on the basis of age; (d) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (e) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (f) Sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (g) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (h) any other nondiscrimination provisions in the specific statute(s) made; and, (i) the requirements of any other nondiscrimination statute(s) which may apply.
11. **Compliance with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646)** which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
12. **Compliance with the provision of the Hatch Act (5 U.S.C. 1501 – 1508 and 7324 – 7328)** which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
13. **Comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234)** which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
14. **Compliance with environmental standards which may be prescribed to the following:** (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EP 11738; (c) protection of

- wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplain in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. 1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. 7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
15. **Compliance with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. 1271 et seq.)** related to protecting components or potential components of the national wild and scenic rivers system.
  16. **Compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. 469a-1 et seq.)**
  17. **Compliance with P.L. 93-348** regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
  18. **Compliance with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. 2131 et seq.)** pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this Agreement.
  19. **Compliance with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4801 et seq.)** which prohibits the use of lead based paint in construction or rehabilitation of residence structures.
  20. **Compliance with the mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in accordance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).**
  21. **Assist the Commission in complying with the State Energy Conservation Program as described in the Code of Federal Regulations, Title 10, Parts 420 and 450 and guidance issued by the U.S. Department of Energy and subsequent guidance issued by the U.S. Department of Energy; the Financial Assistance Rules described in Title 10, Part 600, as well as those regulations concerning the use of oil overcharge recovery funds.**
  22. **The Commission reserves the right to transfer equipment acquired under this grant as provided in Title 10, Part 600.117. The Recipient can obtain a release of this right upon application containing certain commitments.**
  23. **Compliance with the Buy American Act (41 U.S.C. 10a-10c)** By accepting funds under this Agreement, the Grantee agrees to comply with sections 2 through 4 of the Act of March 3, 1933, popularly known as the "Buy American Act." The Grantee should review the provisions of the Act to ensure that expenditures made under this Agreement are in accordance with it. It is the sense of the Congress that, to the greatest extent practicable, all equipment and products purchased with funds made available under this Agreement should be American-made.
  24. **Preservation of open and competition and government neutrality towards contractors' labor relations on federally funded construction projects**
    - a. Unless in conflict with State or local laws, you must ensure that bid specifications, project agreement, or other controlling documents in construction contracts awarded pursuant to this agreement, or pursuant to a subaward to this agreement, do not:
      1. Require or prohibit bidders, offerors, contractors, or subcontractors to enter into or adhere to agreements with one or more labor organizations, on the same or other related construction project(s); or
      2. Otherwise discriminate against bidders, offerors, contractors, or subcontractors for becoming or refusing to become or remain signatories or otherwise to adhere to agreements with one or more labor organizations, on the same or other related construction project(s).
    - b. The term "construction contract" as used in this provision means any contract for the construction, rehabilitation, alteration, conversion, extension, or repair of buildings, highways, or other improvements to real property.
    - c. Nothing in this provision prohibits bidders, offerors, contractors, or subcontractors from voluntarily entering into agreements with labor organizations.

25. **Compliance with the provision included in Title XV and Title XVI of Public Law 111-5, the American Recovery and Reinvestment Act of 2009.**
26. **Segregation of Costs** – Recipients must segregate the obligations and expenditures related to funding under the Recovery Act. Financial and accounting systems should be revised as necessary to segregate, track, and maintain these funds apart and separate from other revenue streams. No part of the funds from the Recovery Act shall be commingled with any other funds or used for a purpose other than that of making payments for costs allowable for Recovery Act projects.
27. **False Claims Act** – Recipient and sub-recipients shall promptly refer to the DOE or other appropriate Inspector General any credible evidence that a principle, employee, agent, contractor, sub-grantee, subcontractor, or other person has submitted a false claim under the False Claims Act or has committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity or similar misconduct involving those funds.







WITLON SIMPSON  
COMMISSIONER

Florida Department of Agriculture and Consumer Services  
Division of Administration

Section G, Item 1.

**ATTACHMENT H**  
**GRANT AGREEMENT NO.**

**SPECIAL AWARD CONDITIONS**

The Special Award Condition will be removed once the deficiency(s) that caused the special condition has been resolved or corrected.

CITY OF CHIPLEY

STAFF REPORT

SUBJECT: Resolution No. 25-37 – State of Florida – Department of Management Services Local Government Cybersecurity Grant Program Agreement No. DMS-24/25-340 (CSFA No. 72.016)

MEETING DATEPREPARED BY

Tuesday, June 10 , 2025Patrice Tanner, City Administrator

SUMMARY

This resolution will approve the State of Florida, Department of Management Services Local Government Cybersecurity Grant Program Agreement No. DMS-24/25-340 (CSFA No. 72.016) between the State of Florida, Department of Management Services and the City of Chipley. This will be used for the development and enhancement of cybersecurity risk management programs.

RECOMMENDATION

City Staff recommend approval of Resolution No. 25-37.

ATTACHMENTS

1. Resolution No. 25-37

2. FLDS Agreement

**RESOLUTION NO. 25-37**

**A RESOLUTION APPROVING AN AGREEMENT IDENTIFIED AS THE STATE OF FLORIDA, DEPARTMENT OF MANAGEMENT SERVICES LOCAL GOVERNMENT CYBERSECURITY GRANT PROGRAM AGREEMENT NO. DMS-24/25-340 (CSFA NO. 72.016), BETWEEN THE STATE OF FLORIDA, DEPARTMENT OF MANAGEMENT SERVICES AND THE CITY OF CHIPLEY, FLORIDA.**

**WHEREAS**, the Department, through the Florida Digital Service (FLDS), has authority, pursuant to Chapter 2022-156, Laws of Florida, Specific Appropriation 2944A, to award grants to the Grantee for cyber security technical assistance; and

**WHEREAS**, the State of Florida, Department of Management Services “Department”, has approved Agreement No. DMS-24/25-340 “Agreement” for the City of Chipley “Grantee”; and

**WHEREAS**, the Grantee agrees to complete one (1) or more solutions for the following capabilities: External-Facing Asset Discovery; Network-Based Asset Discovery (Agentless); Endpoint Detection and Response; Content Delivery Network; Security Operations Platform; and Email Security Solution.

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

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CHIPLEY, FLORIDA, THAT:**

1. The City of Chipley hereby approves the State of Florida, Department of Management Services Agreement No. DMS-24/25-340.
2. The City for and in consideration of the covenants and obligations set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, intending to be legally bound hereby agree to perform the duties described herein in the attached Exhibit “A”.
3. The Mayor or Mayor Pro-Tem of the City of Chipley be hereby authorized and directed to execute the agreement.
4. A certified copy of this Resolution be forwarded to the FLDS along with the executed Agreement.

**PASSED AND ADOPTED THIS 10TH DAY OF JUNE, 2025.**

CITY OF CHIPLEY

ATTEST:

\_\_\_\_\_  
Tracy L. Andrews, Mayor

\_\_\_\_\_  
Sherry Snell, City Clerk

Ron DeSantis, Florida Governor  
Pedro Allende, Secretary  
Warren Sponholtz, Florida State Chief Information Officer

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**GRANT AGREEMENT  
FOR  
LOCAL GOVERNMENT CYBERSECURITY GRANT PROGRAM  
CONTRACT NO: DMS-24/25-340  
CATALOG OF STATE FINANCIAL ASSISTANCE NUMBER: 72.016  
BETWEEN  
THE STATE OF FLORIDA  
DEPARTMENT OF MANAGEMENT SERVICES  
AND  
CITY OF CHIPLEY**

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

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING REPRESENTATIONS:

**WHEREAS**, the Department, through the Florida Digital Service (FL[DS]), has the authority, pursuant to Section 200, Fiscal Year 2024-2025 General Appropriations Act (GAA), to provide nonrecurring assistance to local governments for the development and enhancement of cybersecurity risk management programs; and

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

**NOW THEREFORE**, the Parties do mutually agree as follows:

**A. Deliverables and Performance Requirements:**

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

**B. Agreement Period:**

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

**C. Agreement Documents and Amendments Thereto.**

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

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

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

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

#### **D. Notices and Primary Contacts:**

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

Lacy Perkins, Procurement & Grants Administrator  
 Florida Digital Service  
 Department of Management Services  
 2555 Shumard Oaks Blvd  
 Tallahassee, Florida 32399

Telephone: (850) 413-0604  
 Email: [CybersecurityGrants@digital.fl.gov](mailto:CybersecurityGrants@digital.fl.gov)

## 2. Grantee's Grant Manager

Patrice A. Tanner, City Administrator  
 City of Chipley  
 Post Office Box 1007  
 Chipley, FL 32428  
 Telephone: +1 (850) 638-6350  
 Email: [ptanner@cityofchipley.com](mailto:ptanner@cityofchipley.com)

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

## E. Payment, Funding, and Award Considerations:

1. Fiscal Year. The funds utilized for this Agreement are from the State's 2024-2025 Fiscal Year, which begins July 1, 2024, and expires on June 30, 2025.
2. Services, Licenses or Commodities Awards. The Grantee agrees to implement services, licenses, or commodities described in Attachment A – Solution Statement of Work, according to the Final Implementation Plan(s), if applicable. All uses of the items described in Attachment A – Solution Statement of Work are subject to the terms and conditions of the DSA and applicable riders attached thereto.
3. Procurement. The Department agrees to purchase all commodities or services awarded to the Grantee on behalf of the Grantee as described in Attachment A – Solution Statement of Work.

## F. Compliance with Law:

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

provided by law, the Parties agree to be responsible for their own attorney fees incurred in connection with disputes arising under the terms of this Agreement.

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

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

4. Advertising. Subject to Chapter 119, F.S., the Grantee shall not publicly disseminate any information concerning this Agreement under any promotional activity, such as advertisements or press releases, without prior written approval from the Department.
5. Conflict of Interest. This Agreement is subject to Chapter 112, F.S. The Grantee shall disclose the name of any officer, director, employee, or other agent who has or potentially has a conflict of interest relating to this Agreement or funds received hereunder.
6. Records Retention. The Grantee shall retain all records made or received in conjunction with this Agreement for the longer of five (5) years after the end of this Agreement period and all pending matters or the period required by the General Records Schedules maintained by the Florida Department of State (available at: <https://dos.myflorida.com/media/703328/g1-sl-2020.pdf>). If the Grantee's record retention requirements terminate prior to the requirements stated herein, the Grantee may meet the Department's record retention requirements for this Agreement by transferring its records to the Department at that time, and by destroying duplicate records in accordance with section 501.171, F.S., and, if applicable, section 119.0701, F.S. The Grantee shall adhere to established information destruction standards such as those established by the National Institute of Standards and Technology Special Publication 800-88, "Guidelines for Media Sanitization" (2014). See <https://nvlpubs.nist.gov/nistpubs/SpecialPublications/NIST.SP.800-88r1.pdf>.



**G. Recoupment of Funds:**

1. Notwithstanding the damages limitations of Section R, Limitation of Liability, if the Grantee's non-compliance with any provision of this Agreement results in additional costs or monetary loss to the Department or the State, the Department can recoup the costs or losses from monies owed to the Grantee under this Agreement or any other agreement between the Grantee and any State entity. In the event that the discovery of additional costs or losses arises when no monies are available under this Agreement or any other agreement between the Grantee and any State entity, the Grantee shall repay such costs or losses to the Department in full within thirty (30) days from the date of discovery or notification, unless the Department agrees, in writing, to an alternative timeframe. The Department shall not be liable for any penalties or costs associated with the Grantee's misuse of any purchases made pursuant to this Agreement.
2. If the Grantee or its independent auditor discovers that an overpayment has been made, the Grantee shall repay said overpayment within forty (40) calendar days without prior notification from the Department. In the event that the Department first discovers an overpayment has been made, the Department will notify the Grantee in writing. Should repayment not be made in a timely manner, the Department shall be entitled to charge interest at the lawful rate of interest on the outstanding balance beginning forty (40) calendar days after the date of notification or discovery. Refunds should be sent to the Department's Agreement Manager and made payable to the "Department of Management Services." If this Agreement is terminated for cause, the Department, at its discretion, may require that the Grantee return to the Department any funds that were used for purposes that are considered ineligible under this Agreement.

**H. Audits and Records:**

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

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

3. The Grantee shall retain all its records, financial records, supporting documents, statistical records, and any other documents, including electronic storage media, pertinent to this

Agreement in accordance with the record retention requirements of Part V of Attachment B, Audit Requirements for Awards of State and Federal Financial Assistance. The Grantee shall cooperate with the Department to facilitate the duplication and transfer of such records or documents upon the Department's request.

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

#### **I. Public Records and Records Production:**

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

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

In the event of a request for public records pursuant to Chapter 119, F.S., the Florida Constitution, or other authority, to which records that are marked as "confidential" are responsive, the Department will provide the Grantee-redacted copy to the requestor. If a

requestor asserts a right to the redacted Confidential Information, the Department will notify the Grantee such an assertion has been made. It is the Grantee's responsibility to take the appropriate legal action to assert that the information in question is exempt from disclosure under Chapter 119, F.S., or other applicable law.

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

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

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

#### **J. Non-Discrimination:**

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

## **K. Duty of Continuing Disclosure of Legal Proceedings and Instances of Fraud:**

1. The Grantee shall provide written notice to the Department disclosing any criminal litigation, investigation, or proceeding that arises during the Agreement period involving the Grantee except where the Grantee is involved in a prosecutorial or administrative capacity, or, to the extent the Grantee is aware, any of the Grantee's subrecipients or contractors (or any of the foregoing entities' current officers or directors). The Grantee shall also provide written notice to the Department disclosing any civil litigation, arbitration, or proceeding that arises during the Agreement period that is related to or involves funds provided under this Agreement, to which the Grantee (or, to the extent the Grantee is aware, any subrecipient or contractor hereunder) is a party, and which:
  - a. Might reasonably be expected to adversely affect the viability or financial stability of the Grantee or any subrecipient or contractor hereunder; or
  - b. Involves a claim or written allegation of fraud against the Grantee, or any subrecipient or contractor hereunder, by a governmental or public entity arising out of business dealings with governmental or public entities.

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

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

**L. Assignments, Subgrants, and Contracts:**

1. Unless otherwise specified in Attachment A – Solution Statement of Work, or through prior written approval of the Department, the Grantee may not: 1) subgrant any funds awarded under this Agreement; 2) contract its duties or responsibilities under this Agreement out to a third party; or 3) assign, transfer, or sell any of the Grantee's rights or responsibilities, unless specifically permitted by law to do so. Any such subgrant, contract, or assignment occurring without the prior approval of the Department shall be null and void. In the event the Department approves transfer of the Grantee's obligations, the Grantee remains responsible for all work performed and all expenses incurred in connection with this Agreement. In addition, this Agreement shall bind the successors, assigns, and legal representatives of the Grantee, and of any legal entity that succeeds the Grantee, to the Grantee's obligations to the Department.
2. The Grantee agrees to be responsible for all work performed in fulfilling the obligations of this Agreement.
3. The Grantee agrees that the Department may assign or transfer its rights, duties, or obligations under this Agreement to another governmental entity upon giving prior written notice to the Grantee.

**M. Intellectual Property Rights:**

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

**N. Independent Contractor Status:**

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

1. The Grantee (and its officers, agents, employees, subrecipients, contractors, or assignees), in performance of this Agreement, shall act in the capacity of an independent contractor and not as an officer, employee, or agent of the State. Further, unless specifically authorized to do so, the Grantee shall not represent to others that, as the Grantee, it has the authority to bind the Department or the State.

2. Neither the Grantee nor its officers, agents, employees, subrecipients, contractors, or assignees, are entitled to State retirement or State leave benefits, or to any other compensation of State employment as a result of performing the duties and obligations of this Agreement.
3. The Grantee agrees to take such actions as may be necessary to ensure that each subrecipient or contractor will also be deemed to be an independent contractor and will not be considered or permitted to be an agent, servant, joint venturer, or partner of the State.
4. Unless agreed to by the Department in Attachment A – Solution Statement of Work, the Department will not furnish services of support (e.g., office space, office supplies, telephone service, secretarial, clerical support, etc.) to the Grantee or its subrecipient, contractor, or assignee.
5. The Department shall not be responsible for withholding taxes with respect to the Grantee's compensation hereunder. The Grantee shall have no claim against the Department for vacation pay, sick leave, retirement benefits, social security, workers' compensation, health or disability benefits, reemployment assistance benefits, or employee benefits of any kind. The Grantee shall ensure that its employees, subrecipients, contractors, and other agents, receive benefits and necessary insurance (health, workers' compensation, reemployment assistance benefits) from an employer other than the State.
6. At all times during the Agreement period, the Grantee must comply with the reporting and Reemployment Assistance contribution payment requirements of chapter 443, F.S.

#### **O. Termination:**

1. Termination for Failure to Implement. For awarded services, licenses, or commodities under Attachment A – Solution Statement of Work, if the Grantee does not approve a Final Implementation Plan within 15 calendar days of purchase order issuance for the awarded solutions, this Agreement may be terminated by the Department, at its sole discretion.
2. Termination Due to the Lack of Funds. The funds utilized for this Agreement are from the State's 2024-2025 Fiscal Year, which begins July 1, 2024, and expires on June 30, 2025. If funds become unavailable for this Agreement's purpose, such event will not constitute a default by the Department or the State. The Department agrees to notify the Grantee in writing at the earliest possible time if funds are no longer available. In the event that any State funds upon which this Agreement depends are withdrawn or redirected, the Department may terminate this Agreement by providing written notice to the Grantee. The Department will be the final authority as to the availability of funds.
3. Termination for Cause. The Department may terminate this Agreement if the Grantee fails to:
  - a. Satisfactorily complete the deliverables within the time specified in this Agreement;
  - b. Maintain adequate progress, thus endangering performance of this Agreement;
  - c. Honor any term of this Agreement; or

- d. Abide by any statutory, regulatory, or licensing requirement.

The Grantee shall continue to perform any work not terminated. The Department's rights and remedies in this clause are in addition to any other rights and remedies provided by law or under this Agreement. The Grantee shall not be entitled to recover any cancellation charges or lost profits.

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

#### **P. Dispute Resolution:**

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

#### **Q. Unauthorized Use:**

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

shall not be unreasonably withheld. The State and the Department shall have the right, at its own cost and expense, to participate in all actions under this Section Q.

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

#### **R. Limitation of Liability:**

1. Unless otherwise specifically enumerated in this Agreement, no Party shall be liable to the other Party for special, indirect, punitive, or consequential damages, including lost data or records (unless this Agreement requires the Grantee to back-up data or records), even if the Party has been advised that such damages are possible. No Party shall be liable to the other Party for lost profits, lost revenue, or lost institutional operating savings. The State and the Department may, in addition to other remedies available to them at law or in equity and upon notice to the Grantee, retain such monies from amounts due the Grantee as may be necessary to satisfy any claim for damages, penalties, costs, and the like asserted by or against them. Except as otherwise provided in this Agreement or the Data Sharing Agreement or its attachments or Riders, the Department is not liable for unauthorized access to information except as directly attributable to the actions of the Department. For all claims against Grantee under this Agreement, and regardless of the basis on which the claim is made, Grantee's liability under this Agreement for direct damages shall be limited to the dollar value of this Agreement. This limitation shall not apply to claims arising under Section Q. of this Agreement.
2. Pursuant to Section 200 of the 2024-2025 General Appropriations Act, the State is hereby released from all liability related to cybersecurity incidents impacting the Grantee.

#### **S. Force Majeure and Notice of Delay from Force Majeure:**

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

In the case of any delay the Grantee believes is excusable under this section, the Grantee shall provide written notice to the Department describing the delay or potential delay and the cause of the delay within: ten (10) calendar days after the cause that creates or will create the delay first arose (if the Grantee could reasonably foresee that a delay could occur as a result); or five (5) calendar days after the date the Grantee first had reason to believe that a delay could result (if the delay is not reasonably foreseeable). **THE FOREGOING SHALL CONSTITUTE THE**



**GRANTEE'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY.** Providing notice in strict accordance with this section is a condition precedent to such remedy.

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

#### **T. Mandatory Disclosure Requirements:**

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

property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a new contract with a public entity; and may not transact new business with a public entity.”

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

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

**City of Chipley:**

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

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

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

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

**Department of Management Services:**

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

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

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

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

**ATTACHMENT A  
SOLUTION STATEMENT OF WORK**

Section G, Item2.

**1. Scope of Work.**

Pursuant to Section 200, FY 24-25 General Appropriations Act (GAA), the Parties agree that the Department shall, on behalf of the Grantee, expend funds for the provision of services, licenses, or commodities awarded to the Grantee to be utilized for the development and enhancement of cybersecurity risk management programs. The Grantee is being granted assistance in the form of services, licenses, or commodities to enhance its cybersecurity framework, to identify and mitigate risks, and to protect its infrastructure from threats through Florida's Local Government Cybersecurity Grant Program (the "Project").

**2. Awarded Capabilities.**

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

Capability Type	Platform
External-Facing Asset Discovery	Palo Alto Networks Xpanse
Network-Based Asset Discovery (Agentless)	Armis Centrix
Endpoint Detection and Response	CrowdStrike
Content Delivery Network	Cloudflare
Security Operations Platform	Crowdstrike SOP
Email Security	Cisco Secure Email

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

**3. Grantee Responsibilities.**

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

**4. Department Responsibilities.**

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

**5. Deliverables.**

The Grantee shall complete the following deliverable(s):

<b>Deliverables</b>
---------------------

No.	Tasks	Performance Measures and Due Dates
1	Execute this Grant Agreement.	The Grantee must execute the Grant Agreement within 30 calendar days of award.
2	Participate in a kick-off meeting with FL[DS] and the solution provider, if implementation is required.	The Grantee shall participate in the kick-off meeting with FL[DS] and the solution provider within five (5) calendar days of Purchase Order (PO) issuance.
3	Approve Final Implementation Plan(s) for solutions awarded, if implementation is required.	The Grantee must coordinate with the solution provider(s) to review the Implementation Plan(s). <b>If the Grantee chooses to proceed with a solution</b> , the Grantee must approve the Final Implementation Plan within 15 calendar days of PO issuance.
4	Complete all tasks in accordance with the Final Implementation Plan(s), if implementation is required.	The Grantee shall provide all necessary resources to execute tasks assigned to the Grantee in the Final Implementation Plan(s).
5	Notify the Department's Grant Manager of implementation completion per the Final Implementation Plan, if implementation is required.	The Grantee shall notify the Department's Grant Manager in writing within 10 calendar days of implementation completion.
6	Provide FL[DS] with any information related to this Agreement as requested by FL[DS].	The Grantee shall respond within seven (7) calendar days of any request from FL[DS].

## 6. Reporting Requirements.

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

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

## 7. Performance Standards.

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

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

deficiency is attributable to the performance of a contractor or subcontractor of the Grantee, the Grantee shall take all actions available to it to enforce financial consequences in its contract with the contractor or subcontractor or to pursue damages.

**8. Financial Consequences for Failure to Timely and Satisfactorily Perform.**

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

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

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Department of Financial Services

*Division of Accounting and Auditing – Bureau of Auditing*

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

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

**MONITORING**

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

**AUDITS**

**Part I: Federally Funded**

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

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

**Part II: State Funded**

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

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

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

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

**Part III: Other Audit Requirements**

N/A

**Part IV: Report Submission**

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

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

2. Copies of financial reporting packages required by Part II of this form shall be submitted by or on behalf of the Grantee directly to each of the following:

- a. The Department at each of the following addresses:

Electronic copies (preferred): [Cybersecuritygrants@digital.fl.gov](mailto:Cybersecuritygrants@digital.fl.gov)

or



AUDIT REQUIREMENTS FOR AWARDS OF  
STATE AND FEDERAL FINANCIAL ASSISTANCE

Paper copies:  
Procurement & Grants Administrator  
Florida Digital Service  
Department of Management Services  
2555 Shumard Oaks Blvd, Suite 200  
Tallahassee, Florida 32399

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

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

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

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

## Part V: Record Retention

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

AUDIT REQUIREMENTS FOR AWARDS OF  
STATE AND FEDERAL FINANCIAL ASSISTANCE

EXHIBIT 1

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

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

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

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

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

**Matching Resources for Federal Programs:**

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

**Subject to Section 215.97, F.S.:**

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

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

The compliance requirements are as stated in Grant Agreement No. DMS-24/25-340 between the Grantee and the Department, entered in State Fiscal Year 2024-25.

**ATTACHMENT C**  
**GRANTEE DATA SHARING AGREEMENT**

Section G, Item2.

**Purposes**

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

**I. Definitions**

- A. Access – The authorization to inspect, review, transmit, duplicate, communicate with, retrieve data from, or otherwise make use of any Covered Data, regardless of type, form, or nature of storage. "Access" to a computer system or network includes local and remote access, as applicable.
- B. Authorized Purpose – The purpose(s) for which an Authorized Third Party may access, use, or disclose the Covered Data.
- C. Authorized Third Party – An individual, state agency, other Florida state or local governmental entity, or a private sector contractor or service provider of the Grantee which receives Covered Data.
- D. Authorized User – An individual granted Access or to use Software Entitlement by either FL[DS] or Grantee.
- E. County and Municipality Cybersecurity Technical Assistance Program ("the Program") – refers to the grant program established by the 2024-2025 General Appropriations Act to enhance county and municipal cybersecurity and protect the infrastructure of local governments from threats.
- F. Covered Data – The limited subset of security data that is derived from Grantee's use of any Software Entitlements as defined in the attached Rider(s); a Grantee's confidential or proprietary information; and personal information as defined under section 501.171, F.S., and any other applicable privacy or data breach notification laws as may exist.
- G. Data Breach – Either (1) any unauthorized access to, or use or disclosure of, Covered Data for any purpose other than as expressly permitted by this DSA or required by law; or (2) a breach of privacy or of the security of the Covered Data. Good faith access of data by an employee or agent of the Grantee does not constitute a breach of security, provided that the information is not used for a purpose unrelated to the business or subject to further unauthorized use.
- H. DSA Coordinators – The individuals appointed by the signatories to this DSA as the point of contact for this DSA, who are responsible for ensuring that the Authorized Users comply with the activities identified herein.
- I. HIPAA - Health Insurance Portability and Accountability Act of 1996.
- J. Information Technology (IT) Coordinators – The individuals appointed by the signatories to this DSA as responsible for data flow and other technology-related considerations under this DSA.
- K. Information Technology Resources – As defined in section 282.0041, Florida Statutes, the data processing hardware and software and services, communications, supplies, personnel, facility

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

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

## II. Responsibilities of the Parties

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

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

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

## III. FL[DS] Role and Responsibilities

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

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

#### **IV. Grantee's Role and Responsibilities**

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

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

## **V. Unauthorized Disclosure/Data Breach**

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

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

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

## **VI. Additional Terms Applicable to Certain Circumstances.**

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

C. **HIPAA and State Protected Health Information.** The terms and conditions of this Article VI.C. apply when Covered Data involved in a Project includes protected health information (PHI) and such other sensitive health information, the disclosure of which may be limited or restricted by law, including, but not limited to, mental health and drug and alcohol related information.

1. PHI Covered Data. Covered Data may also include, but shall not be limited to, PHI Covered Data. For purposes of this DSA, “PHI Covered Data” shall mean “protected health information” or “PHI,” as such term is defined by HIPAA. PHI shall include, but shall not be limited to, any other medical or health-related information that is afforded greater protection under more restrictive federal or state law, including, but not limited to, the Substance Abuse and Mental Health Services Act (SAMSHA), located at 42 C.F.R. Part 2, the Florida Mental Health Act (the Baker Act), located at Fla. Stat. § 394.451 – 394.47892, and the Hal S. Marchman Alcohol and Other Drug Services Act, located at Fla. Stat. § 397.301 et seq.
2. Disclosure of PHI Covered Data. The disclosure of PHI Covered Data under the DSA, as modified by this Article C, is governed by HIPAA and more restrictive federal or state law, as applicable. Accordingly, the disclosure of PHI Covered Data under the DSA is permitted only with the consent of the individual who is the subject of the PHI Covered Data, by court order that meets the requirements of applicable law, and for other purposes as permitted by Applicable Law.
3. Business Associate Agreement. To the extent that FL[DS] is a “Business Associate” of Grantee, as such term is defined under HIPAA, the Parties agree to enter into a mutually agreeable Business Associate Agreement.
4. Training. The Parties agree to work together to provide Authorized Users with confidentiality, privacy, and security training regarding access, use, and disclosure requirements for the PHI Covered Data under HIPAA and more restrictive federal or state law, to the extent applicable.
5. Access Requirements. Unique authorization is required for Access and must be properly authenticated and recorded for audit purposes, including HIPAA audit requirements and other audit requirements under more restrictive federal or state law, to the extent applicable.

D. **FERPA.** The terms and conditions of this Article VI.D. apply when Covered Data includes student education records as defined by the Family Educational Rights and Privacy Act, 20 USC §1232g, and its implementing regulations set forth at 34 CFR Part 99 (collectively, “FERPA”).

1. FERPA Covered Data. Covered Data may also include, but shall not be limited to, FERPA Covered Data. For purposes of this DSA, “FERPA Covered Data” shall mean student education records as defined by FERPA.
2. Disclosure of FERPA Covered Data. The disclosure of FERPA Covered Data under the DSA, as modified by this section, is governed by FERPA. Accordingly, the disclosure of FERPA Covered Data under the DSA is permitted with parent or eligible student consent and, without such consent, in the following circumstances: (i) to school officials with legitimate educational interest; (ii) to other schools to which a student is transferring; (iii) to specified officials for audit or evaluation purposes; (iv) to appropriate parties in connection with financial aid to a student; (v) to organizations conducting certain studies for or on behalf of the school; (vi) to accrediting organizations; (vii) to comply with a judicial order or lawfully issued subpoena; (viii) to appropriate officials in cases of health and safety emergencies; (ix) to state and local authorities, within a juvenile justice system, pursuant to specific state law; and (x) as otherwise provided by FERPA.



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

## VII. Designation of DSA Coordinators

- A. The Coordinators for this DSA are:

FL[DS] DSA Coordinator:

Policy Manager  
2555 Shumard Oak Boulevard  
Tallahassee, FL 32399

Telephone: 850-413-0604  
 Email: [Policy@digital.fl.gov](mailto:Policy@digital.fl.gov)

FL[DS] IT Coordinator:

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

Grantee's DSA Coordinator:

Patrice A. Tanner, City Administrator  
 City of Chipley  
 Post Office Box 1007  
 Chipley, FL 32428  
 Telephone: +1 (850) 638-6350  
 Email: [ptanner@cityofchipley.com](mailto:ptanner@cityofchipley.com)

Grantee's IT Coordinator:

Scott Scurlock  
 City of Chipley  
 Post Office Box 1007  
 Chipley, FL 32428  
 Telephone: +1 (850) 360-4949  
 Email: [scott@clstechnology.com](mailto:scott@clstechnology.com)

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

## **VIII. Inspection of Records**

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

## **IX. Grantee Additional Terms**

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

RELEVANT FLORIDA STATUTES (2022)

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

Under Section 200 of the 2024-2025 General Appropriations Act, FL[DS] has been directed to provide nonrecurring assistance to local governments for the development and enhancement of cybersecurity risk management programs.

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

## **I. Definitions**

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

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

## **II. Purpose**

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

## **III. Incident Response**

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

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

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

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

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

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

#### **IV. FL[DS] Role and Responsibilities**

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

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

#### **V. Grantee Roles and Responsibilities**

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

#### **VI. Indemnification**

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

**VII. Conflict**

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

**VIII. Liability and Termination of Incident Response Support**

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

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## I. Definitions

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

- A. Protected Grantee Data – Data, not including Telemetry Data, maintained, and generated by Grantee, which shall not be Accessed or Accessible by, or sent to, the Licensed Software Solution.
- B. Customer Account – The Licensed Software Solution account directly utilized by Grantee.
- C. Local Government Cybersecurity Grant Program (“the Program”) –The Program established by the 2024-2025 General Appropriations Act to provide nonrecurring assistance to local governments for the development and enhancement of cybersecurity risk management programs.
- D. Licensed Software Solutions – Proprietary software provided to the Grantee under the Agreement to satisfy provision of the solution(s) awarded to the Grantee, as identified in Attachment A of the Grant Agreement.
- E. Managing Organization – The entity managing the use of the Licensed Software Solution and its implementation. As used in this Rider, the Managing Organization is FL[DS].
- F. Protected Grantee Data – Data, not including Telemetry Data, maintained, and generated by Grantee, which shall not be Accessed or Accessible by, or sent to, the Licensed Software Solution.
- G. Solution Console – The global administrative account(s) directly managed and licensed by FL[DS] to provide the Grantee with the Software Entitlement.
- H. Solution Data – Data, reports, or other information generated by the Licensed Software Solution. May be derived from but shall not include Telemetry Data.
- I. Telemetry Data –The data generated by Grantee through automated communication processes from multiple data sources and processed by the Licensed Software Solution.
- J. View – The permissions granted for FL[DS] to see Telemetry Data provided to the Managing Organization’s Solution Console by the Customer Account. A View does not permit FL[DS] Access to Protected Grantee Data.

## II. Statement of Work

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

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

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

**C. Grantee's Role and Responsibilities:** Grantee is responsible for:

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

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Ron DeSantis, Florida Governor  
Pedro Allende, Secretary  
Warren Sponholtz, Florida State Chief Information Officer

Attn: Patrice A. Tanner  
City Administrator  
City of Chipley  
Post Office Box 1007  
Chipley, FL 32428

May 12, 2025

Congratulations City of Chipley! You have been awarded for Round 2 of the Year 2 Florida Local Government Cybersecurity Grant administered by the Florida Digital Service. Based on the requests and information included in your application, the following capabilities will be offered:

Capability	Awarded Round 2	Solution	Quantity	Unit
External-Facing Asset Discovery	Yes	Palo Alto Networks Xpanse	15	Assets Under Management
Endpoint-Based Asset Discovery (Agent)	No			
Network-Based Asset Discovery (Agentless)	Yes	Armis Centrix	50	Total Supported Endpoints
Endpoint Detection and Response	Yes	CrowdStrike	50	Endpoints
Content Delivery Network	Yes	Cloudflare	0-25k	Entity Size
Security Operations Platform	Yes	Crowdstrike SOP	100	Endpoints
Email Security	Yes	Cisco Secure Email	105	Mailboxes

**If you identify any discrepancies with the information above, please contact us immediately .**

In addition to software access for the capabilities awarded, the Florida Digital Service will provide the following:

- Incident response assistance when requested.
- Training, technical assistance, and support for the capabilities granted.

Your Grant Agreement will be sent via DocuSign shortly. The Grant Agreement must be executed by June 12, 2025. If you do not receive the Grant Agreement within the next 48 hours, we may not have the correct contact. Please inquire via your GrantWorks Portal account, or send an email to [cybersecuritygrants@digital.fl.gov](mailto:cybersecuritygrants@digital.fl.gov). There will not be any extensions to the Grant Agreement deadline, as the software must be received before the end of June.

In mid-June 2025, you will need to attend kick-off meetings for each of your awarded solutions, and approve an implementation plan for each of solution by the end of June.

The Florida Digital Service remains committed to supporting you throughout this process as we deploy critical capabilities to mitigate cybersecurity threats to your local community. We look forward to working alongside you and your team.

Best Regards,  
Florida's Local Government Cybersecurity Grant Team  
Florida Digital Service  
[cybersecuritygrants@digital.fl.gov](mailto:cybersecuritygrants@digital.fl.gov)

CITY OF CHIPLEY

STAFF REPORT

SUBJECT: Resolution No. 25-38 – Peoples South Bank Loan – Police Department

MEETING DATE	PREPARED BY
Tuesday, June 10 , 2025	Patrice Tanner, City Administrator

**SUMMARY**

This resolution will approve a loan with Peoples South Bank in the amount of \$73,651.20 with an interest rate of 5.05% with five (5) annual payments to be used to purchase (1) New 2025 Ford Interceptor, SUV Police Vehicle from Duval Ford, Government Sales in the amount of \$65,118.00 and the installation of a camera system from Motorola in the amount of \$8,533.20. The purchase will be made using the Florida Sheriffs Association contract pricing.

**RECOMMENDATION**

City Staff recommend approval of Resolution No. 25-38.

- ATTACHMENTS**
- 1. Resolution No. 25-38
  - 2. Memo
  - 3. Vehicle Quote
  - 4. Camera Quote

**RESOLUTION NO. 25-38**

**A RESOLUTION OF THE CITY OF CHIPLEY, FLORIDA, RELATING TO THE POLICE DEPARTMENT CAPITAL PURCHASE; NOTING A FINANCING SOURCE; DESIGNATING AN AUTHORIZED REPRESENTATIVE; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the City of Chipley, Florida, is purchasing one (1) New 2025 Ford Interceptor Police Vehicle and the installation of a camera system; and

**WHEREAS**, the City is approved for a loan of \$73,651.20 from Peoples South Bank for the purchase of the equipment; and

**WHEREAS**, Peoples South Bank has approved an interest rate of 5.05% with five (5) annual payments and no closing costs, with the first payment being due on August 1, 2025; and

**WHEREAS**, the City hereby designates this note as a “Qualified Tax Exempt Obligation” within the meaning of Section 265(B)(3) of the Internal Revenue Code;

**WHEREAS**, the City has authorized and approved said loan to be secured by a pledge of and lien upon the non-advalorem taxes sufficient to pay the principal of, premium, if any, and interest on said loan as set forth in the terms of the promissory note;

**WHEREAS**, the City covenants to budget and appropriate payment for the loan annually until maturity;

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CHIPLEY AS FOLLOWS:**

1. That the loan funds in the amount of Seventy-Three Thousand Six Hundred Fifty-One Dollars and 20/100 Cents (\$73,651.20) be used to purchase one (1) New 2025 Ford Interceptor Police Vehicle. from Duval Ford, Government Sales in the amount of \$65,118.00 and the installation of a camera system from Motorola in the amount of \$8,533.20. The purchase will be made using the Florida Sheriffs Association contract pricing.
2. That the Mayor be designated as the authorized representative to carry out the responsibilities under the loan agreement.

**PASSED AND ADOPTED** by the City Council of the City of Chipley, Florida on this 10th day of June, 2025.

City of Chipley

ATTEST:

\_\_\_\_\_  
Tracy L. Andrews, Mayor

\_\_\_\_\_  
Sherry Snell, City Clerk



# *City of Chipley*

1442 Jackson Avenue  
P.O. Box 1007  
Chipley, Florida 32428  
(850) 638-6350 Fax: (850) 638-6353

To: Mayor and Council  
City Administrator

From: Jamie Richter, Finance Director

Date: June 3, 2025

Re: Bank Loan Quotes – 2025 Ford Police Interceptor

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The following is a list of the banks that submitted quotes:

One Florida Bank  
Amount: \$73,651.20  
Term: 5 Annual Payments  
Interest Rate: 5.19%  
Loan Fee: \$.00

Capital City Bank  
Amount: \$73,651.20  
Term: 5 Annual Payments  
Interest Rate: 5.10%  
Loan Fee: \$.00

Peoples South Bank  
Amount: \$73,651.20  
Term: 5 Annual Payments  
Interest Rate: 5.05%  
Loan Fee: \$ .00

**Chipley Police Department**

**Prepared for:**

**Chipley Police Department**  
**Chief Michael Richter**  
[mrichter@chipleydpd.com](mailto:mrichter@chipleydpd.com)  
**850-726-0376**

**Contract Holder**

**Duval Ford**  
**Jared Davis**  
**(Work) 904-388-2144**  
**(Fax) 904-387-6816**  
[jared.davis@duvalmotor.com](mailto:jared.davis@duvalmotor.com)  
**405 Lane Avenue North**  
**Jacksonville, FL 32258**

**REV: 4/18/2025**

**PLEASE CONFIRM RECEIPT OF QUOTE VIA EMAIL**



We appreciate your interest and the opportunity to quote. Pricing references the **FLORIDA SHERIFFS ASSOCIATION LIGHT VEHICLE CONTRACT FSA 24-VEL-32**. If you have any questions regarding this quote please call! Note, Vehicle will be ordered **white exterior** unless specified on purchase order. Shipping and Invoicing instructions are required on agency purchase order.

**Labor:**  
**Rate/Hr \$80**

**Parts QTY**

	Code	Equipment	UNIT PRICE	EXTENDED
1	K8AG WEST	Item 205: Ford Police Interceptor SUV AWD with 3.3L Gas Engine 285HP 322 Torque Ft. Lbs	\$ 44,069.00	\$ 44,069.00
1	NSO: 23MY	Non-scheduled option: Credit for Stock 2023 model PIU with aftermarket black exterior paint (to incl door jambs)	\$ (3,900.00)	\$ (3,900.00)
1	YZ-UM	Factory Oxford White painted Agate Black exterior	\$ -	\$ -
1	96	Ebony cloth interior/vinyl rear	\$ -	\$ -
1	99B.44U	3.3L gas/10-spd auto	\$ -	\$ -
1	52P	Hidden Door-Lock Plunger w/Rear-door controls inoperable (locks, handles and windows) Note: Not available with 68G – includes all content of 68G Note: Can manually remove window or door disable plate with special tool Note: Locks/windows operable from driver's door switches	\$ 159.00	\$ 159.00
1	21L	Front Warning Auxiliary LED Lights (Driver side – Red / Passenger side – Blue) Note: Recommend using Ready for the Road Package (67H) or Ultimate Wiring Package (67U)	\$ 577.00	\$ 577.00
1	43A	Rear Auxiliary Liftgate Lights (Red/Blue LED Lights; located beneath liftgate glass in applique panel) • LED lights only. Wiring, controller "not" included Note: Recommend using Ready for the Road Package (67H) or Ultimate Wiring Package (67U)	\$ 398.00	\$ 398.00
1	43D.23MY	Courtesy lamp disable	\$ 24.00	\$ 24.00
1	51T	Driver Only (Whelen)	\$ 418.00	\$ 418.00
1	55F	Keyless entry (4) fobs	\$ -	\$ -
1	60A.23MY	Pre-wiring grille/lamp/siren/speakers	\$ 49.00	\$ 49.00
1	66C	Rear Lighting Solution • Includes two (2) backlit flashing linear high-intensity LED lights (driver's side red / passenger side blue) mounted to inside liftgate glass • Includes two (2) backlit flashing linear high-intensity LED lights (driver's side red / Passenger side blue) installed on inside lip of liftgate (lights activate when liftgate is open) • LED lights only. Wiring, controller "not" included Note: Included with Ready for the Road (67H) Note: LED lights only – does "not" include wiring or controller Note: Recommend using Ultimate Wiring Package (67U)	\$ 458.00	\$ 458.00
1	67V	Police Wire Harness Connector Kit – Front/Rear For connectivity to Ford PI Package solutions includes: • Front – (2) Male 4-pin connectors for siren – (5) Female 4-pin connectors for lighting/siren/speaker – (1) 4-pin IP connector for speakers – (1) 4-pin IP connector for siren controller connectivity – (1) 8-pin sealed connector – (1) 14-pin IP connector • Rear – (2) Male 4-pin connectors for siren – (5) Female 4-pin connectors for lighting/siren/speaker – (1) 4-pin IP connector for speakers – (1) 4-pin IP connector for siren controller connectivity – (1) 8-pin sealed connector – (1) 14-pin IP connector	\$ 199.00	\$ 199.00
1	68B.23MY	Perimeter Alert	\$ 674.00	\$ 674.00
1	76R.23MY	Reverse sensing system	\$ 274.00	\$ 274.00
1	86T.23MY	Rear taillamp housing	\$ 59.00	\$ 59.00
1	96T	Rear Spoiler Traffic Warning Lights (LED) • Fully integrated in rear spoiler for enhanced visibility • Provides red/blue/amber directional lighting – fully programmable Note: Recommend using Ready for the Road Package (67H) or Ultimate Wiring Package (67U) (when not ordering the Interior Upgrade Package [65U]) Note: Rear Console Plate no longer required; can be ordered with Interior Upgrade Package (65U)	\$ 1,493.00	\$ 1,493.00

1	153	License Plate Bracket – Front		\$ -	\$ -
0	1	<b>WEC 28</b>	WHELEN INNER EDGE CORE Package- Full Width Front Inner Edge With * Duo Modules and Two White Take-Down Modules, Rear Duo Inner Edge with Traffic Advisor Functions, CORE Control Center, Control Head, OBDII Canport Kit, Vehicle-To-Vehicle, Speaker, Bracket and Four Corner Strobes (BSFW508**, BSF508, C399, CCTL*, C399K1, CV2V, SA315P, SAK66P) SPECIFY COLOR AT TIME OF ORDER	\$ 4,860.00	\$ <b>4,860.00</b>
0	2	<b>WEC 11</b>	Whelen: (1) 60" Tracer - Duo - Sold Individually - Bracket Included Part: Tcrwx5	\$ 1,007.00	\$ <b>2,014.00</b>
		<b>NOTE:</b>	COLOR: RED/BLUE (To match factory lighting)		
0	1	<b>CONSOLE 1</b>	TROY PRODUCTS 18" L-shaped console with 10" slope / 8" level with faceplates, 4" dual cup internal beverage holder, 4" shallow console tray, 2" face plate pre-punched w/ holes for (2) DC outlets & (1) dual-port USB module, & height adjustable swivel arm rest with 5"x8" foam pad that bolts to rear of console. Part: CC-20-UV10-L8-K	\$ 945.00	\$ <b>945.00</b>
0	1	<b>CONSOLE 4</b>	TROY PRODUCTS [CM-SDMT-SL-LED] side-mount computer mount with easy one-handed operation. Includes Troy's unique slide-arm feature. (Includes CM-LT-1600 Laptop Tray.)	\$ 891.00	\$ <b>891.00</b>
0	1	<b>GL 5</b>	TROY PRODUCTS Dual Weapon Mount w/SC6 Lock, SC1/AR AR15 Lock With No. 2 Key and Brackets Part: KT-GM-SGRF-SC6-1AR	\$ 862.00	\$ <b>862.00</b>
		<b>NOTE:</b>	MOUNT: To K9 partition		
0	1	<b>NSO: HAVIS K9</b>	Non-scheduled option Havis Full Kennel Explorer K9-F28-1-B with Ace K9 Hot-N-Pop PRO, incl install	\$ 5,970.00	\$ <b>5,970.00</b>
			Incl rattle-eliminating design, smooth edges and tight gaps to prevent chew points, front slide door exit w/ full range of motion L to R, heavy-duty aluminum construction, door panels w/ window guards incl, K9 kit window guards, integrated speaker cover in door panels, incl (1) interior LED R/W dome light, thick rubber mat		
			Incl horn activation, siren activation, light activation, dual window drop and one door pop remote with holster	\$ -	\$ -
0	1	<b>STLIGHT</b>	Streamlight Rechargeable Stinger Flashlight- 75712	\$ 250.00	\$ <b>250.00</b>
0	1	<b>INV PS 600</b>	600 Watt Pure Sine Inverter Charger 12V ETL Listed to UL 458 [ PICOGLF6W12V120VETL] • Continuous Output Power: 600 Watts • Surge Rating: 1800 Watts (20 Seconds) • Output Waveform: Pure Sine/Same as Input (Bypass Mode) • Output Voltage: 120Vac • Nominal Efficiency: 80% (Peak) • Line Mode Efficiency: >95% • Output Frequency: 50Hz ± 0.3Hz / 60Hz ± 0.3Hz • Typical Transfer Time: 10ms (Max) • THD: <10%	\$ 1,698.00	\$ <b>1,698.00</b>
		<b>NOTE:</b>	MOUNT: By console laptop stand		
8	1	<b>NSO: CS ITEMS</b>	Non-scheduled option: Install customer supplied radar, camera system, antenna	\$ -	\$ <b>720.00</b>
3	1	<b>NSO: WIRE</b>	Non-scheduled option: Pre-wire console for Motorola radio, power, ground (Specify model)	\$ -	\$ <b>270.00</b>
0	1	<b>TX</b>	Stock Sourcing: This amount represents costs associated with reassignment, dealer transfer and re-invoicing a serialized vehicle from retail inventory, eliminating the requirement for order. Due to dealer allocation, and commodity restraints, not all vehicles qualify. When vehicles are sourced from secondary locations, additional freight for logistics may be added at \$3 per mile.	\$ 1,295.00	\$ <b>1,295.00</b>
0	1	<b>TINTA</b>	Window Film, Dealer Installed. Llumar Brand with Windshield Strip	\$ 392.00	\$ <b>392.00</b>
0		<b>TOTAL LABOR HOURS</b>			
		<b>Additional Notes</b>	<b>Stock unit PGB74279</b>		
<b>UNIT COST</b>				\$ <b>65,118.00</b>	
<b>TOTAL QUANTITY</b>				<b>1</b>	
<b>TOTAL PURCHASE</b>				\$ <b>65,118.00</b>	

**STANDARD EQUIPMENT**

<b>K8A SE 1</b>	<p><b>MECHANICAL</b></p> <ul style="list-style-type: none"> <li>● Axle Ratio – 3.73 (AWD)</li> <li>● Brakes – 4-Wheel Heavy-Duty Disc w/H.D. Front and Rear Calipers</li> <li>● Class III Trailer Hitch Receiver with 5,000 lbs. towing capacity and (2) recovery hooks</li> <li>Note: Includes Class III Trailer Tow Lighting Package</li> <li>● Column Shifter</li> <li>● DC/DC converter – 220-Amp (in lieu of alternator)</li> <li>● Drivetrain – All-Wheel-Drive</li> <li>● Electric Power-Assist Steering (EPAS) – Heavy-Duty</li> <li>● Engine – 3.3L V6 Direct-Injection Hybrid Engine System</li> <li>● Engine Hour Idle Meter</li> <li>● Engine Hour Meter</li> <li>● Engine Oil Cooler</li> <li>● Fuel Tank – 19-gallons</li> <li>⚡ H8 AGM Battery (850CCA/92-amp)</li> <li>● Lithium-Ion Battery Pack</li> <li>⚡ Manual Police Pursuit Mode (Steering Wheel Switch Execution)</li> <li>● Suspension – independent front &amp; rear</li> <li>● Transmission – 10-speed automatic</li> <li>● Transmission Oil Cooler</li> </ul>
<b>K8A SE 2</b>	<p><b>EXTERIOR</b></p> <ul style="list-style-type: none"> <li>● Antenna, Roof-mounted</li> <li>● Cladding – Lower bodyside cladding (MIC)</li> <li>● Door Handles – Black (MIC)</li> <li>● Exhaust, True Dual (down-turned)</li> <li>● Daytime Running Lamps – Configurable</li> <li>● Door-Lock Cylinders (Front Driver / Passenger / Liftgate)</li> <li>● Glass – 2nd Row, Rear Quarter and Liftgate Privacy Glass</li> <li>● Grille – Black (MIC)</li> <li>● Headlamps – Automatic, LED Low-and-High-Beam with LED wig-wag feature</li> <li>— Pre-drilled hole for side marker police use</li> <li>● Liftgate – Manual 1-Piece – Fixed Glass w/Door-Lock Cylinder</li> <li>● Mirrors – Black Caps (MIC), Dual Pwr/Heated/Manual Fold Back Mirror</li> <li>● Spare – Full size 18" Tire w/TPMS</li> <li>● Spoiler – Painted Black</li> <li>● Tail lamps – LED* Tail Lamp Prep Kit</li> <li>● Tires – 255/60R18 A/S BSW</li> <li>● Wheel-Lip Molding – Black (MIC)</li> <li>● Wheels – 18" x 8.0 painted black steel with polished stainless steel hubcover</li> <li>● <u>Windshield – Acoustic Laminated</u></li> </ul>
<b>K8A SE 3</b>	<p><b>INTERIOR/COMFORT</b></p> <ul style="list-style-type: none"> <li>● Cargo Hooks in cargo area</li> <li>● Climate Control – Dual-Zone Electronic Automatic Temperature Control (DEATC)</li> <li>⚡ Climate Control – Rear Aux A/C System</li> <li>⚡ Dark Car</li> <li>● Door-Locks</li> <li>— Power</li> <li>— Rear-Door Handles and Locks Operable</li> <li>● Fixed Pedals (Driver Dead Pedal)</li> <li>● Floor – Flooring – Heavy-Duty Thermoplastic Elastomer</li> <li>● Glove Box – Locking/non-illuminated</li> <li>● Grab Handles – (1 – Front-passenger side, 2-Rear)</li> <li>● Heated Sanitization Solution</li> <li>● Liftgate Release Switch located in overhead console (45 second timeout feature)</li> <li>● Lighting</li> <li>— Overhead Console</li> <li>— Red/White Task Lighting in Overhead Console</li> <li>● Mirror – Day/night Rear View</li> <li>● Particulate Air Filter</li> <li>● Powerpoints – (2) USB A+C Type Ports</li> </ul>
<b>K8A SE 4</b>	<p><b>INTERIOR/COMFORT (continued)</b></p> <ul style="list-style-type: none"> <li>● Rear-door closeout panels</li> <li>● Rear-window Defrost</li> <li>● Scuff Plates – Front &amp; Rear</li> <li>● Seats</li> <li>— 1st Row Police Grade Cloth Trim, Dual Front Buckets with reduced bolsters</li> <li>— 1st Row – Driver 6-way Power track (fore/aft, Up/down, tilt with manual recline, 2-way power lumbar)</li> <li>— 1st Row – Passenger 8Power -way Power track with 2-way power recline and 2-way power lumbar</li> <li>— Built-in steel intrusion plates in both driver/passenger seatbacks</li> <li>— 2nd Row Vinyl, 35/30/35 Split Bench Seat (manual fold-flat, no tumble)</li> <li>— fixed seat track</li> <li>+ Red and White Dome Lamp in Cargo Area</li> <li>● Speed (Cruise) Control</li> <li>⚡ Speedometer – New LCD 12.3" Display Calibrated (includes digital readout)</li> <li>● Steering Wheel – Manual / Tilt / Telescoping, Urethane wheel finish w/Silver Painted Bezels with Speed Controls and 4 user – configurable latching switches</li> <li>● Sun visors, color-keyed, non-illuminated</li> <li>● Universal Top Tray – Center of I/P for mounting aftermarket equipment</li> <li>● Windows, Power, 1-touch Up/Down Front Driver/Passenger-Side with disable feature</li> </ul>

K8A SE 5	<p>SAFETY/SECURITY</p> <ul style="list-style-type: none"> <li>● AdvanceTrac® w/RSC® (Roll Stability Control®)</li> <li>● Airbags, dual-stage driver &amp; front-passenger, side seat, passenger-side knee, Roll Over Protection Airbags and Safety Canopy®</li> <li>● Anti-Lock Brakes (ABS) with Traction Control</li> <li>● BLIS® – Blind Spot Monitoring with Cross-traffic Alert</li> <li>● Brakes – Police calibrated high-performance regenerative braking system</li> <li>● Belt-Minder® (Front Driver / Passenger)</li> <li>● Rear Cross Traffic Brake Assist</li> </ul> <p>Note: Includes unique one-touch temporary disable switch for Law Enforcement use</p> <ul style="list-style-type: none"> <li>● Child-Safety Locks (capped; set to "on")</li> <li>● Individual Tire Pressure Monitoring System (TPMS)</li> <li>● LATCH (Lower Anchors and Tethers for Children) system on rear outboard seat locations</li> <li>● Police Perimeter Alert detects motion in an approximately 270-degree radius on sides and back of vehicle; if movement is determined to be a threat, chime will sound at level I. Doors will lock and windows will automatically go up at level II. Includes visual display in instrument cluster with tracking</li> <li>● Pre-Collision Mitigation system</li> </ul> <p>Note: Includes unique one-touch temporary disable switch for Law Enforcement use</p> <ul style="list-style-type: none"> <li>● Rearview Camera viewable on 8" Center Stack Screen</li> <li>● 1/4 Scale Rear Camera Display (Available)</li> <li>● Seat Belts, Pretensioner/Energy-Management System w/adjustable height in 1st Row</li> </ul>
K8A SE 6	<p>● SRV Post-Crash Alert System</p> <p>FUNCTIONAL</p> <ul style="list-style-type: none"> <li>* 100 Watt Siren/Speaker Prep Kit</li> <li>● Speed Control</li> <li>● Audio <ul style="list-style-type: none"> <li>— AM/FM / MP3 Capable / Clock / 4-speakers</li> <li>— SYNC® Phoenix — Includes hands-free voice command support</li> <li>— USB Port, 8" Color LCD Screen Center-Stack "Smart Display"</li> <li>— Supports Android Auto and Apple CarPlay</li> </ul> </li> <li>* UIS (Upfitter Interface System) Located behind 2nd row passenger seat floorboard</li> <li>● Easy Fuel® Capless Fuel-Filler</li> <li>● Fleet Telematics Modem</li> <li>● Front door tether straps (driver/passenger)</li> <li>* PATRO output tied to liftgate release switch (Police Accessory Independent Timed-Release Output)</li> <li>* Police Engine Idle</li> </ul>
K8A SE 7	<p>FUNCTIONAL (continued)</p> <ul style="list-style-type: none"> <li>● Power pigtail harness</li> <li>● Simple Fleet Key (w/o microchip, easy to replace; 4-keys)</li> <li>● Keyless Entry – Key FOB Only (Less PATS) – Includes 4 fobs</li> <li>● Two-way radio pre-wire</li> <li>● Two (2) 50 – amp battery power circuits – power distribution junction block (behind 2nd row passenger seat floorboard)</li> <li>● Wipers – Front Speed-Sensitive Intermittent; Rear Dual Speed Wiper</li> </ul>



Billing Address:  
CHIPLEY POLICE DEPARTMENT  
1430 JACKSON AVE  
CHIPLEY, FL 32428  
US

Shipping Address:  
CHIPLEY POLICE DEPARTMENT  
1430 JACKSON AVE  
CHIPLEY, FL 32428  
US

Quote Date:02/12/2025  
Expiration Date:05/13/2025  
Quote Created By:  
John Welch  
Sr. Account Executive  
John.Welch@  
motorolasolutions.com  
8508223790

End Customer:  
CHIPLEY POLICE DEPARTMENT  
Chief Michael Richter  
MRichter@chipleypd.com  
8507260376

Line #	Item Number	Description	Qty	Term	Disc %	Disc \$	Sale Price	Ext. Sale Price
	M500							
1	WGB-0703A	M500 ICV SYSTEM, V300 WIFI DOCK	1		20.0%	\$1,503.75	\$6,015.00	\$6,015.00
2	WGW00502	M500 EXTENDED WARRANTY	1	5 YEAR	20.0%	\$303.80	\$1,215.20	\$1,215.20
3	WGB-0189A	MTIK CONF KIT,802.11AC,M500POE,5 GHZANT	1		20.0%	\$82.00	\$328.00	\$328.00
4	WGP02225-130-KIT2	BRKT4RE DISP/VISTA/CAMVR POST 2020+EXPL	1		Included	Included	Included	Included
	VideoManager EL or EX: Video Evidence Management							
5	WGP02400-510	VIDEOMANAGER EL, IN-CAR VIDEO SYSTEM ANNUAL LICENSE	1	5 YEAR	20.0%	\$243.75	\$975.00	\$975.00

Grand Total

**\$8,533.20(USD)**

## Notes:

- The Pricing Summary is a breakdown of costs and does not reflect the frequency at which you will be invoiced.



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.

Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800

CITY OF CHIPLEY

STAFF REPORT

SUBJECT: Reappointment of Planning & Zoning Commission Member – Wanda Owens

MEETING DATE	PREPARED BY
Tuesday, June 10 , 2025	Patrice Tanner, City Administrator

**SUMMARY**

The City Planning and Zoning Commission shall consist of five (5) members and one (1) alternate, who shall be appointed by city council. Any interested person may be appointed to the commission, but those who are city residents or business owners that own real property inside the city limits will receive special consideration. The Planning Board is also referred to as the Local Planning Agency (LPA). Members are appointed by the City Council for three (3) year terms. Financial disclosure is required annually to the Council on Ethics, State of Florida. This Board acts in an advisory capacity through recommendations to the City Council for final action. The Planning and Zoning Board was established by Ordinance on April 3, 1963. The Local Planning Agency (LPA) was established pursuant to Section 163.3174, Florida Statutes.

Board Member Wanda Owen’s term expires on 07/11/2025. She has expressed interest in remaining on the Board for an additional three (3) year term.

**RECOMMENDATION**

Staff recommendation to renew the term effective 07/11/2025 – 07/10/2028.

**ATTACHMENTS**

CITY OF CHIPLEY

STAFF REPORT

SUBJECT: Ordinance No. 994 (Public Hearing) – Sidewalk Solicitation

MEETING DATE	PREPARED BY
Tuesday, June 10 , 2025	Patrice Tanner, City Administrator

SUMMARY

This Ordinance, if approved, will amend Sections 34-5 and 34-6 of the City of Chipley Code of Ordinances establishing regulations for the solicitation of donations and sale of goods and services on public roadways and designated areas. Provide for permit requirements and approval criteria. And provide for temporary exceptions for special events.

RECOMMENDATION

City Staff recommend approval of Final Reading of Ordinance No. 994.

ATTACHMENTS

- 1. Ordinance No. 994.

## ORDINANCE NO. 994

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CHIPLEY, FLORIDA, REPEALING SECTIONS 34-5 AND 34-6 OF THE CITY OF CHIPLEY CODE OF ORDINANCES IN THEIR ENTIRETIES; ESTABLISHING REGULATIONS FOR THE SOLICITATION OF DONATIONS AND SALE OF GOODS AND SERVICES ON PUBLIC ROADWAYS AND DESIGNATED AREAS; PROVIDING FOR PERMIT REQUIREMENTS AND APPROVAL CRITERIA; AND PROVIDING FOR TEMPORARY EXCEPTIONS FOR SPECIAL EVENTS; WITH THE PURPOSE OF PROMOTING PUBLIC SAFETY AND ENSURING THE ORDERLY USE OF PUBLIC SPACES; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the City Council of the City of Chipley is committed to ensuring the safety and welfare of its citizens and visitors by minimizing distractions and potential hazards in areas of high vehicular and pedestrian traffic; and

**WHEREAS**, it is in the public interest to regulate solicitation activities and the sale of goods and services on public roadways to maintain a safe and efficient flow of traffic; and

**WHEREAS**, the City seeks to provide a balanced approach that respects the rights of individuals to engage in expressive activities while safeguarding public safety and order;

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF CHIPLEY:**

**Section 1.** Chapter 34 of the Code of the City of Chipley is hereby amended to provide as follows (additions are shown by underline and deletions are shown by strikethrough)

**~~Sec. 34-5. Prohibition of solicitation or attempted solicitation from, in, or on public roadways.~~**

~~It shall be unlawful for any person directly or indirectly, to solicit or attempt to solicit money, donations of money, property or financial assistance of any kind, or to sell or offer for sale any article, tag, service, emblem, publication, ticket, advertisement, subscription or any thing of value on the pleas or representation that such solicitation or sale, or proceeds thereof, is for a charitable, patriotic, public, philanthropic or political purpose, from, in, or on public roads, streets, medians or safety zones, or, while located on a city sidewalk or adjacent road right of way, to solicit or attempt to solicit money, donations of money, property or financial assistance of any kind, or to sell or offer for sale any article, tag, service, emblem, publication, ticket, advertisement, subscription or any thing of value on the pleas or representation that such solicitation or sale, or proceeds thereof, is for a charitable, patriotic, public, philanthropic or political purpose from vehicles in the adjacent city, county or state roadways. If a public road or street has been closed by the appropriate governmental entity for a special event, such sales or solicitations may be permitted upon specific approval of the city council.~~

(Code 1987, § 16-5; Ord. No. 739, § 1, 4-9-1996)

### **Sec. 34-5. Regulation of Solicitation on Public Roadways and Adjacent Areas**

#### **(a) Purpose.**

This section is intended to promote public safety by minimizing distractions and potential hazards associated with the solicitation of donations or the sale of goods and services in areas of high vehicular and pedestrian traffic. It is adopted as a content-neutral, time, place, and manner regulation of speech and commerce on public property.

#### **(b) Prohibited Activities.**

It shall be unlawful for any person to:

1. Solicit donations or contributions of any kind, or offer items or services for sale, **while standing in or upon any median, traffic lane, or safety zone of a public roadway**, or from such locations in a manner that causes vehicles to stop or slow in travel lanes.
2. Engage in such solicitation or sales activities **from sidewalks or rights-of-way adjacent to public roadways** in a manner that obstructs pedestrian traffic, impedes ingress or egress to private property, or interferes with the normal flow of vehicular traffic.

#### **(c) Permitted Activities.**

Solicitation or sales activities may be conducted on sidewalks and other public areas not included in subsection (b), provided they do not block pedestrian access or pose a risk to public safety.

#### **(d) Temporary Exceptions for Special Events.**

The city council may authorize temporary exceptions for events held on roadways that have been lawfully closed for festivals, parades, or other civic functions, where appropriate traffic control and public safety measures are in place.

**Section 2.** Chapter 34 of the Code of the City of Chipley is hereby amended to provide as follows (additions are shown by underline and deletions are shown by strikethrough)

#### **Sec. 34-6. Permit for solicitation.**

~~The prohibition set forth in section 34-5 shall not apply to those persons or entities who have obtained a city permit issued upon the authorization of a majority vote of the city council. Any person or entity seeking a permit to conduct the activities described in section 34-5 shall be required to complete and submit to the city clerk a permit application form at least 45 days prior to the proposed event. Said person or person's representative shall appear before the city council at the next regular or special meeting to advise the council of the purposes of the solicitation. The city council shall consider, but not be limited to consideration, of the following items before voting, to wit:~~

- ~~(1) — Sufficiency of amount of liability insurance;~~
- ~~(2) — Use and purpose of funds solicited;~~

- ~~(3) — Date and time period of solicitation;~~
- ~~(4) — Type of organization of applicant; and~~
- ~~(5) — Location of persons actively soliciting.~~
- ~~(Code 1987, § 16-6; Ord. No. 775, § 1, 5-13-1997)~~

### **Sec. 34-6. Permit for Solicitation in Designated Areas**

#### **(a) Permit Requirement.**

Persons or entities wishing to solicit contributions or conduct sales activities in designated public areas must obtain a permit from the City Administrator when such activities involve the gathering of crowds, amplified sound, or any potential interference with normal pedestrian or vehicular traffic.

#### **(b) Application Procedure.**

1. Permit applications must be submitted at least 15 business days prior to the proposed activity.
2. The application shall include:
  - Applicant's name and contact information.
  - Description of activity.
  - Proposed date(s), time(s), and location(s).
  - Evidence of liability insurance in an amount as required for Special Event Permits.

#### **(c) Approval Criteria.**

The permit shall be granted if:

1. The proposed activity does not present a substantial risk to public safety or traffic flow;
2. The location does not interfere with essential public functions;
3. The applicant agrees to comply with all applicable laws and regulations.

#### **(d) Permit Review.**

The City Administrator shall review the application and issue a decision within 10 business days. If denied, the applicant shall be provided written reasons and may appeal to the City Council at the next regularly scheduled City Council meeting.

#### **(e) Non-Discrimination.**

No application shall be denied based on the applicant's viewpoint, message, affiliation, or the nature of the organization.

**Section 3. Severability.** If any section or portion of a section of this ordinance proves to be invalid, unlawful, or unconstitutional, it shall not be held to impair the validity, force, or effect of any other section or part of this ordinance.

**Section 4. Effective Date.** That this ordinance shall become effective immediately upon its passage and adoption.

**INTRODUCED** on first reading in the City Council on May 13, 2025. **PASSED** after second reading by the City Council on June 10, 2025.

**CITY OF CHIPLEY, FLORIDA**

\_\_\_\_\_  
By its Mayor, Tracy L. Andrews

**ATTEST:**

\_\_\_\_\_  
Sherry Snell, City Clerk

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Michelle Blankenship Jordan  
City Attorney

CITY OF CHIPLEY

STAFF REPORT

SUBJECT: Ordinance No. 995 (First Reading) – Amendment to Chapter 6 - Animal Control

MEETING DATE	PREPARED BY
Tuesday, June 10 , 2025	Patrice Tanner, City Administrator

**SUMMARY**

This Ordinance, if approved, will amend Chapter 6 – Animal Control of the City Code of Chipley, Florida, addressing animal control by removing breed-specific regulations and introducing provisions for dangerous animals. It establishes clear definitions and measurements for noise nuisances, implements tiered penalties for violations, and outlines owner responsibilities and enforcement mechanisms. The ordinance also mandates community education on responsible pet ownership, ensures alignment with Florida Statutes.

**RECOMMENDATION**

City Staff recommend approval of First Reading of Ordinance No. 995.

**ATTACHMENTS**

- 1. Ordinance No. 995
- 2. Business Impact



## ORDINANCE NO. 995

**AN ORDINANCE OF THE CITY OF CHIPLEY, FLORIDA, AMENDING CHAPTER 6 OF THE CITY CODE, RELATING TO ANIMAL CONTROL PROVISIONS; REMOVING BREED SPECIFIC REGULATIONS; ADDING PROVISIONS FOR DANGEROUS ANIMALS; PROVIDING FOR CLEAR DEFINITIONS AND MEASUREMENTS OF NOISE NUISANCES, TIERED PENALTIES, SEVERABILITY, CONFLICTS, REPEALER, AND FOR AN EFFECTIVE DATE.**

**WHEREAS**, the City Council of the City of Chipley, Florida, wishes to address existing elements of its animal control code to clarify nuisance provisions and to maintain consistency with Florida Statutes; and

**WHEREAS**, the City Council of the City of Chipley, Florida, has further determined that it is essential to protect the health and welfare of the citizens and animals of Chipley; and that it is therefore in the best interest of all of the citizens and residents of the City that the provisions of Chapter 6 of the Code of the City of Chipley be amended in accordance with this ordinance;

**NOW, THEREFORE, BE IT ENACTED BY THE CITY COUNCIL OF THE CITY OF CHIPLEY, FLORIDA:**

**Section 1.** Chapter 6, Article 1, Section 2 of the Code of the City of Chipley is hereby amended, to provide for specific and measurable criteria of a noise nuisance (additions are shown by underline and deletions are shown by strikethrough), as follows:

### Section 6-2. Definitions.

The following words, terms and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

*Animal control officer* means any person employed or appointed by a county or municipality who is authorized to investigate, on public or private property, civil infractions relating to animal control or cruelty and to issue citations as provided in this section. An animal control officer is not authorized to bear arms or make arrests; however, such officer may carry a device to chemically subdue and tranquilize an animal, provided that such officer has successfully completed a minimum of 16 hours of training in marksmanship, equipment handling, safety and animal care, and can demonstrate proficiency in chemical immobilization of animals in accordance with guidelines prescribed in the Chemical Immobilization Operational Guide of the American Humane Association.

*Animal shelter* means the Chipley Animal Control Shelter and its authorized agents, for the purpose of impounding or caring for animals held under the authority of this chapter and the Florida Statutes.

*Citation* means a written notice, issued to a person by an officer, that the officer has probable cause to believe that the person has committed a civil infraction in violation of a duly

enacted ordinance and that the county court will hear the charge. The citation must contain:

- (1) The date and time of issuance.
- (2) The name and address of the person.
- (3) The date and time the civil infraction was committed.
- (4) The facts constituting probable cause.
- (5) The ordinance violated.
- (6) The name and authority of the officer.
- (7) The procedure for the person to follow in order to pay the civil penalty, contest the citation, or appear in court.
- (8) The applicable civil penalty if the person elects to contest the citation.
- (9) The applicable civil penalty if the person elects not to contest the citation.
- (10) A conspicuous statement that if the person fails to pay the civil penalty within the time allowed or fails to appear in court to contest the citation, it shall be deemed a waiver of the right to contest the citation and that, in such case, judgment may be entered against the person for an amount up to the maximum civil penalty.

A conspicuous statement that if the person is required to appear in court as mandated by F.S. § 828.27(6), the person does not have the option of paying a fine in lieu of appearing in court.

*Commercial animal establishment* means any pet shop, grooming shop, auction, riding school or stable, zoological park, circus, performing animal exhibition, or kennel.

*Control* means the regulation of the possession, ownership, care and custody of animals.

*Cruelty* means any act of neglect, torture or torment that causes unjustifiable pain or suffering of an animal.

*Exposed to rabies* means a dog or cat or other animal that has been bitten by or exposed to any animal known to have been infected with rabies.

*Kennel* means any premises wherein a person engages in the business of boarding, breeding, buying, letting for hire, training for a fee, or selling dogs or cats.

*Licensed* means that the animal has been vaccinated for rabies and that current tags or other evidence is available to show current rabies vaccination.

*Officer* means any law enforcement officer defined in F.S. § 943.10, or any animal control officer.

*Owner* means any person owning, keeping or harboring one or more animals. An animal shall be deemed to be harbored if it is fed or sheltered for three consecutive days or more.

*Pet shop* means any establishment, whether operated separately or in connection with another business enterprise, except for a licensed kennel, whose owner or operator buys, sells or boards any species of animal.

*Public nuisance* means any animal or bird which:

- (1) Molests passersby or passing vehicles.
- (2) Attacks other animals.
- (3) Trespasses on school grounds.
- (4) Is repeatedly at large.

(5) Damages private or public property.

(6) Barks, whines, howls or makes noises continuously for more than 10 minutes at a time, occurring three or more times within a 7-day period, or makes such noises between 10:00 p.m. and 7:00 a.m. that can be heard from an adjacent property ~~in an excessive, continuous or untimely fashion.~~

(7) Creates noxious and offensive odors.

The term "public nuisance" also includes animal quarters found to be unhealthy or unsanitary.

*Restraint* means any dog secured by a leash or lead; under the control of a responsible person and obedient to that person's commands within the real property limits of its owner; or within a structure or a fenced enclosure within the real property limits of its owner.

*Veterinary hospital* means any establishment maintained and operated by a licensed veterinarian for surgery, diagnosis and treatment of diseases and injuries of animals.

*Vicious animal* means any animal that constitutes a physical threat to human beings or other animals.

(Code 1987, § 4-2; Ord. No. 797, 10-12-1999)

**Section 2.** Chapter 6, Article 1, Section 13 of the Code of the City of Chipley is hereby amended, to provide for clear nuisance definitions, tiered penalties, dangerous animal provisions, owner responsibilities, enforcement mechanisms, and community education (additions are shown by underline and deletions are shown by strikethrough), as follows:

**Sec. 6-13. Animal Nuisance and Dangerous Animals.**

(a) Animal Nuisance Defined. In addition to the public nuisance behaviors defined in Sec. 6-2, an animal shall be considered a nuisance if it:

(1) Defecates on public property or private property without the property owner's consent, and the animal's owner fails to immediately remove and properly dispose of the waste;

(2) Is repeatedly found at large, defined as three or more occurrences within a 12-month period;

(3) Causes verifiable property damage;

(4) Creates unsanitary conditions through accumulated waste on the owner's property.

(b) Owner Responsibilities.

(1) Owners shall maintain their property and animal enclosures in a sanitary condition;

(2) Owners shall prevent their animals from becoming a nuisance as defined in this chapter;

(3) Owners shall immediately clean up their animal's waste when off the owner's property;

(4) Owners shall ensure proper confinement of their animals as specified in Sec. 6-5.

(c) Penalties for Nuisance Violations.

- (1) First violation: Written warning
- (2) Second violation within 12 months: Civil penalty of \$100
- (3) Third and subsequent violations within 12 months: Civil penalty of \$250 and mandatory attendance at a city-approved responsible pet ownership class
- (4) Violators may appeal citations within 15 days of issuance by submitting a written request to the City Administrator.

(d) Enforcement.

- (1) Complaints must be submitted in writing to Animal Control, including date, time, and description of the nuisance behavior
- (2) Photographic or video evidence may be required to substantiate violations
- (3) Animal Control Officers are authorized to investigate complaints and issue citations under this section
- (4) Citations shall conform to requirements specified in Sec. 6-2

(e) Dangerous Animals.

- (1) A dangerous animal is one that has, when unprovoked:
  - a. Bitten, attacked, or inflicted severe injury on a human;
  - b. Killed or inflicted severe injury on a domestic animal;
  - c. Been previously declared dangerous and engages in further aggressive behavior.
- (2) Requirements for dangerous animals:
  - a. Secure enclosure with warning signs
  - b. Muzzle and physical restraint when off owner's property
  - c. Liability insurance coverage minimum of \$100,000
  - d. Registration with Animal Control
- (3) Compliance with F.S. § 767.12 is required

(f) Community Education.

- (1) The City shall conduct quarterly educational programs on responsible pet ownership
- (2) Materials on nuisance prevention and proper animal care shall be made available through the City's website and Animal Control office.

It shall be unlawful to unnecessarily torture, torment, deprive of necessary sustenance or shelter, or unnecessarily or cruelly beat, mutilate or kill any animal, or cause the same to be done, or carry in or upon any vehicle or otherwise any animal in a cruel or inhumane manner.

(Code 1987, § 4-14; Ord. No. 797, 10-12-1999)

State law reference(s)—Cruelty to animals, F.S. § 828.12.

**Section 3.** Chapter 6, Article 2, Section 38 of the Code of the City of Chipley is hereby amended, to provide for clear criteria and measurements for noise nuisances (additions are shown by

underline and deletions are shown by strikethrough), as follows:

**Sec. 6-38. Animal Nuisances.**

It shall be unlawful for the owner or custodian of an animal to permit the following nuisances to be committed, either willfully or through failure to exercise due care or control. Complaints must be submitted in writing with specific dates, times, and evidence documenting the nuisance behavior. The city may require affidavits of complaint from one or more persons alleging any such nuisance. Animal Control Officers are authorized to issue citations for violations under this section.

(1) No dog or cat shall be permitted to habitually chase after or otherwise harass persons or vehicles.

(2) No dog or cat shall be permitted to trespass on school grounds or other public or private property, except that this restriction does not apply to dogs utilized by law enforcement agencies in law enforcement activities or to dogs trained to assist a blind, deaf or physically handicapped person when in the company of that person.

(3) No dog or cat shall be permitted to run at large off of the premises of its owner or custodian and upon public property or upon other private property without the permission of the owner or occupant of such private property.

(4) No dog or cat shall be permitted to destroy or damage private or public real or personal property of another or cause serious annoyance to a neighboring premises by interfering with the reasonable use and enjoyment of the property.

(5) No dog or cat shall be permitted to bark, bay, cry, whine or howl or make any other noise continuously for more than 10 minutes at a time, occurring three or more times within a 7-day period, that disturbs residents ~~and/or incessantly in an excessive, habitual or untimely fashion for such a duration that it annoys or disturbs a reasonable person of normal sensitivities residing in or occupying premises~~ in close proximity to the premises on which the animal is located. However, a dog will not be deemed a "barking dog" if, at the time the dog is barking or making any other noise, a person is trespassing or threatening to trespass upon private property where the dog is situated or for any other legitimate cause which teased or provoked the dog. In the case of multiple animals at one location, it shall not be necessary to single out which specific dog or cat committed a noise nuisance. It shall be sufficient to demonstrate that the noise emanated from the premises.

(Code 1987, § 4-21; Ord. No. 797, 10-12-1999)

**Section 4.** Chapter 6, Article 5, of the Code of the City of Chipley is hereby repealed in its entirety, to be pursuant to Fla. Stat. §767.14 (2023), which preempts breed-specific ordinances (additions are shown by underline and deletions are shown by strikethrough), as follows:

**~~ARTICLE V. PIT BULL DOGS~~**

**~~Sec. 6-133. Intent and purpose.~~**

~~This article is intended to utilize the authority and powers of the city in order to secure for the citizens of this city the protection of the citizens' health, safety and welfare. It is intended to be~~

applicable to dogs which are commonly referred to as pit bulls and which are defined herein. This article is designed to regulate these pit bull dogs and to ensure responsible handling by their owners through registration and confinement. The unique history, nature and characteristics of pit bull dogs have been determined to require the special regulations and provisions contained within this article which the city council hereby finds reasonable and necessary.

**Sec. 6-134. Definitions.**

(a) The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning: Pit bull dog, as used within this article, means any dog which exhibits those distinguishing characteristics which:

(1) Substantially conform to the standards established by the American Kennel Club for American Staffordshire Terriers or Staffordshire Bull Terriers; or

(2) Substantially conform to the standards established by the United Kennel Club for American Pit Bull Terriers.

(b) The standards of the American Kennel Club and the United Kennel Club referred to in subsection (a) of this section are on file with the code enforcement department and police department of the city.

(c) Technical deficiencies in the dog's conformance to the standards described in subsection (b) of this section shall not be construed to indicate that the subject dog is not a pit bull dog under this article.

**Sec. 6-135. Confinement.**

(a) Because of the pit bull dog's inbred propensity to attack other animals and because of the danger posed to humans and animals alike by a pit bull dog when running loose or while running together in a pack, pit bull dogs must at all times be securely and totally enclosed in a locked pen, with either a top or sides six feet high.

(b) At any time that a pit bull dog is not confined as required in subsection (a) of this section, the dog shall be muzzled in such a manner as to prevent it from biting or injuring any person or animal and kept on a leash no longer than six feet with the owner or custodian in attendance.

(c) An exception to this section is hereby provided for any pit bull dog in attendance at and participating in any lawful dog show, contest or exhibition sponsored by a dog club, association, society, or similar organization.

**Sec. 6-136. Registration.**

(a) In order to ensure that owners of pit bull dogs are in compliance with the requirements of this article and to assist in ensuring compliance therewith, every owner of a pit bull dog in the city shall register the dog with the code enforcement department. The registration shall include the following:

(1) The name, address and telephone number of the dog's owner;

(2) The address where the dog is harbored, if different from the owner's address;

(3) A complete identification of the dog, including the dog's sex, color; and any other distinguishing physical characteristics; and

(4) Proof of rabies vaccination.

(b) Newly acquired pit bull dogs shall be registered with the code enforcement department no later than 72 hours after acquisition.

(c) All owners or persons owning pit bull dogs or persons responsible for the care of such dogs prior to the enactment of this article will be required to register the dogs with the city code enforcement office within 30 days and must be in full compliance with the confinement

requirements within 90 days.

~~(d) Registration fees are to be set by the city council.~~

**~~Sec. 6-137. Enforcement.~~**

~~It shall be the duty and responsibility of all city law enforcement officers and animal control officers to enforce the provisions of this article.~~

**~~Sec. 6-138. Notice of keeping of dog or dogs.~~**

~~Upon the written complaint of any person that a person owns or is keeping or harboring a pit bull dog on premises in the city, the police department may forthwith cause the matter to be investigated, and, if after investigation, the facts indicate that such person named in the complaint is in fact the owner or is keeping or harboring any such pit bull dog in the city and has not properly registered under this article, the code enforcement officer shall forthwith send written notice to such person requiring such person to either apply for a registration under this article or remove the animal from the city limits within three days of the date of the notice.~~

**~~Sec. 6-139. Penalties.~~**

~~Any person who violates any provision of this article shall, upon conviction, be punished as provided in chapter 1, article II or F.S. ch. 828 with civil penalties not to exceed \$500.00.~~

**Section 5.** Chapter 6, Article 6, Section 171 of the Code of the City of Chipley is hereby amended, to provide for State law references (additions are shown by underline and deletions are shown by strikethrough), as follows:

**Sec. 6-171. Police canine or service dog; exemption.**

(a) Any canine that is owned or the service of which is employed by a law enforcement agency is exempt from this article.

(b) Any dog used as a service dog for blind, hearing impaired, or disabled persons that bites another animal or a human is exempt from any quarantine requirement following such bite if the dog has a current rabies vaccination that was administered by a licensed veterinarian.

(Code 1987, § 4-20.1; Ord. No. 848, § 2, 6-8-2004)

State law reference(s)—Similar provisions, F.S. § 767.16; Dangerous dogs, F.S. § 767.12; Animal control authority and procedure, F.S. § 767.11; Damage by dogs, F.S. § 767.01.

**Section 6. Severability.** If any section or portion of a section of this ordinance proves to be invalid, unlawful, or unconstitutional, it shall not be held to impair the validity, force, or effect of any other section or part of this ordinance.

**Section 7. Repealer.** That all ordinances or parts of ordinances in conflict herewith be and the same are hereby repealed and revoked. The provisions of the Code of Ordinances of the City of Chipley shall be amended to include the foregoing, with the Chapter and Section numbers as indicated above.

**Section 8. Effective Date.** That this ordinance shall become effective immediately upon its passage and adoption.

**INTRODUCED** on first reading in the City Council on June 10, 2025.

**PASSED** after second reading by the City Council on July 8, 2025.

CITY OF CHIPLEY, FLORIDA

ATTEST:

\_\_\_\_\_  
By its Mayor, Tracy L. Andrews

\_\_\_\_\_  
By Sherry Snell, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Michelle Blankenship Jordan  
City Attorney

DRAFT



### **Business Impact Estimate**

*This form should be included in the agenda packet for the item under which the proposed ordinance is to be considered and must be posted on the City's website by the time notice of the proposed ordinance is published.*

Proposed ordinance's title/reference: **AN ORDINANCE OF THE CITY OF CHIPLEY, FLORIDA, AMENDING CHAPTER 6 OF THE CITY CODE, RELATING TO ANIMAL CONTROL PROVISIONS; REMOVING BREED SPECIFIC REGULATIONS; ADDING PROVISIONS FOR DANGEROUS ANIMALS; PROVIDING FOR CLEAR DEFINITIONS AND MEASUREMENTS OF NOISE NUISANCES, TIERED PENALTIES, SEVERABILITY, CONFLICTS, REPEALER, AND FOR AN EFFECTIVE DATE.**

This Business Impact Estimate is provided in accordance with section 166.041(4), Florida Statutes. If one or more boxes are checked below, this means the City is of the view that a business impact estimate is not required by state law<sup>1</sup> for the proposed ordinance, but the City is, nevertheless, providing this Business Impact Estimate as a courtesy and to avoid any procedural issues that could impact the enactment of the proposed ordinance. This Business Impact Estimate may be revised following its initial posting.

- ☐ The proposed ordinance is required for compliance with Federal or State law or regulation;
- ☐ The proposed ordinance relates to the issuance or refinancing of debt;
- ☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- ☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State,

<sup>1</sup> See Section 166.041(4)(c), Florida Statutes.

local, or private grant or other financial assistance accepted by the municipal government;

- ☐ The proposed ordinance is an emergency ordinance;
- ☐ The ordinance relates to procurement; or
- ☐ The proposed ordinance is enacted to implement the following:
  - a. Part II of Chapter 163, Florida Statutes, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements and development permits;
  - b. Sections 190.005 and 190.046, Florida Statutes, regarding community development districts;
  - c. Section 553.73, Florida Statutes, relating to the Florida Building Code; or
  - d. Section 633.202, Florida Statutes, relating to the Florida Fire Prevention Code.

In accordance with the provisions of controlling law, even notwithstanding the fact that an exemption noted above may apply, the City hereby publishes the following information:

1. Summary of the proposed ordinance (must include a statement of the public purpose, such as serving the public health, safety, morals and welfare): This ordinance amends Chapter 6 of the City Code of Chipley, Florida, addressing animal control by removing breed-specific regulations and introducing provisions for dangerous animals. It establishes clear definitions and measurements for noise nuisances, implements tiered penalties for violations, and outlines owner responsibilities and enforcement mechanisms. The ordinance also mandates community education on responsible pet ownership, ensures alignment with Florida Statutes.

2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the City, if any: N/A  
 (a) An estimate of direct compliance costs that businesses may reasonably incur; N/A

(b) Any new charge or fee imposed by the proposed ordinance or for which businesses will be financially responsible; and N/A  
(c) An estimate of the City's regulatory costs, including estimated revenues from any new charges or fees to cover such costs.  
Does not impact businesses.

3. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance: N/A

4. Additional information the governing body deems useful (if any):  
This ordinance does not have a physical impact on businesses.

CITY OF CHIPLEY

STAFF REPORT

SUBJECT: Washington County School District Summer Lunch Program - Jiranda White, Director of Federal Programs and Food Service

MEETING DATEPREPARED BY

Tuesday, June 10 , 2025Patrice Tanner, City Administrator

SUMMARY

Jiranda White, Director of Federal Programs and Food Service would like to present and inform you on the Washington County School District’s 2025 Summer Breakfast & Lunch Program.

RECOMMENDATION

Discussion.

ATTACHMENTS

1. Summer Lunch Program Flyer.

# WASHINGTON COUNTY SCHOOL DISTRICT

## Summer Lunch Program

Free Breakfast & Lunch

— **Ages 18 and under** —

**June 9th- July 31st**

**Monday - Thursday: 9:00 am-12:00 pm**

### LOCATIONS

Kate Smith Elementary

Vernon Elementary

Shiloh Baptist Church

DiscoverLife Church

Campbell Park Community Center

Yes Lord Deliverance Church

Grace Assembly

TJ Roulhac Enrichment & Activity Center



You are invited to a Zoom webinar.

When: **June 10, 2025 5:00 PM** Central Time (US and Canada)

Topic: **Regular Council Meeting**

Join from PC, Mac, iPad, or Android:

<https://us02web.zoom.us/j/88119337291>

Phone one-tap:

+16469313860,,88119337291# US

+13017158592,,88119337291# US (Washington DC)

Join via audio:

+1 646 931 3860 US

+1 301 715 8592 US (Washington DC)

+1 305 224 1968 US

+1 309 205 3325 US

+1 312 626 6799 US (Chicago)

+1 646 558 8656 US (New York)

+1 386 347 5053 US

+1 507 473 4847 US

+1 564 217 2000 US

+1 669 444 9171 US

+1 669 900 9128 US (San Jose)

+1 689 278 1000 US

+1 719 359 4580 US

+1 253 205 0468 US

+1 253 215 8782 US (Tacoma)

+1 346 248 7799 US (Houston)

+1 360 209 5623 US

Webinar ID: 881 1933 7291