



**SAM BAILEY**  
Clerk

**HOLMES COUNTY**  
**BOARD OF COUNTY COMMISSIONERS**  
**FINANCE OFFICE**

201 N. Oklahoma St., Ste. 205  
Bonifay, Florida 32425  
(850) 547-1103 FAX (850) 547-4471

**JEFF GOOD**  
District 1

**BRANDON NEWSOM**  
District 2

**PHILLIP MUSIC**  
District 3

**EARL STAFFORD**  
District 4

**CLINT ERICKSON**  
District 5

December 13, 2023

Jack Locke, Chairman  
Tri-County Airport Authority  
Post Office Box 756  
Bonifay, Florida 32425

Dear Mr. Locke:

The Holmes County Board of Commissioners has budgeted \$17,592 for your agency for the 2023-24 fiscal year. In order to receive these funds, the enclosed "Miscellaneous Appropriations Agreement" must be completed and returned. After the Board meets and approves the agreement, payment will be processed.

If you have questions, please call me at (850) 547-1103, extension 1305.

Sincerely,

Angie Purvee  
Finance Director

Enclosure



## MISCELLANEOUS APPROPRIATIONS AGREEMENT

This agreement is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between Holmes County, Florida, a political subdivision of the State of Florida (herein referred to as County) and Tri-County Airport Authority. (herein referred to as Recipient).

**WHEREAS**, Holmes County, by and through its Board of County Commissioners, at its final budget hearing for fiscal year 2023-24 on the 25<sup>th</sup> day of September 2023, approved a disbursement of \$17,592 out of the County's General Fund; and

**WHEREAS**, the Recipient has on file with the Board of County Commissioners of Holmes County a "Budget Request" for the fiscal year 2023-24, and

**WHEREAS**, the Recipient is either a government, civic, or not-for-profit organization; and

**WHEREAS**, the funding herein is not to be construed by the Recipient as a continuing obligation on the part of the County; and

**WHEREAS**, the parties are desirous of reducing their intention to writing;

**NOW, THEREFORE**, in consideration of the premises and mutual covenants contained herein, the parties to this Agreement do agree as follows:

**Section 1.** The Recipient agrees as follows:

- A) To accept the funds as appropriated in accordance with the terms of this Agreement, and the provisions of Sections 129.09, Florida Statutes, as amended, governing the expenditures of said funds, which is incorporated by reference herein; and to abide by Chapter 119, Florida Statutes, as amended, and successors thereto; and
- B) To conduct its funded activities in such a manner as to provide for nondiscrimination and full equality of opportunity regardless of race, color, religion, national origin, sex, age, handicap, marital status, political affiliation, or beliefs. Therefore, the Recipient agrees to comply with Title VII of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, the Florida Human Rights Act, and the American Disabilities Act of 1990; and
- C) To return to the County within thirty (30) days of the ending date of this agreement, any unspent or unencumbered funds; and
- D) To return to the County within fifteen (15) days of demand all County funds paid to it upon the County's finding that the terms of the Agreement, the provision of any Ordinances or Florida Statutes appropriating of such funds, or the provision of section 129.09, Florida Statutes, have been violated; and
- E) To ensure that funds will not be expended for the following:
  - 1. "Bad Debts" - Losses arising from uncollectible accounts and other claims, and related costs are not allowable; or



2. "Contingencies" - Contributions to a contingency reserve or any similar provisions for unforeseen events are not allowable; or
  3. "Contributions or Donations" - Contributions and donations are not allowable; or
  4. "Entertainment" - Costs of amusements, social activities, and incidental costs relating thereto, such as meals, beverages, lodgings, rentals, transportation, and gratuities are not allowable; or
  5. "Fines and Penalties" - Costs resulting from violations of, or failure to comply with Federal, State, and local laws and regulations governing this Agreement, are not allowable.
- F) To indemnify and hold harmless the County from all claims, damages, liabilities, or suits of any nature whatsoever arising out of, because of, or due to the breach of this agreement by the Recipient, its delegates, agents or employees, or due to any act or occurrence of omission or commission of the Recipient, including but not limited to costs and a reasonable attorney's fee. The County may at its option, defend itself or allow the recipient to provide the defense; and
- G) To consent to furnishing, if issued, a copy of the annual audit report for its fiscal year ending within the current fiscal year of the County. The audit shall be prepared by an independent certified public accountant licensed and in good standing in the State of Florida. This report will be due within one hundred twenty (120) days of the close of the Recipient's fiscal year; if Recipient does not have an audit report, a narrative progress report and an annual statement of expenditures made in each budget category and line item identified in the budget which is included in Exhibit "A" will be furnished to the County by the ending date of this agreement; and
- H) To maintain a separate bank account and/or time deposit account and deposit all County funds received and no other funds into this account and to make all disbursements of County funds from said account; or, in lieu of a separate bank account, to keep a separate accounting of County funds; and
- I) To request payment exclusively for expenses outlined in "Exhibit A". Any other expenses associated with the delivery of services in Holmes County shall be borne by the Recipient; and
- J) To place any equipment purchased in accordance with this agreement which has a unit cost of \$5,000 or more on Recipient's inventory record to be inventoried at least annually. Upon the expiration of the useful life of such equipment or upon expiration of Recipient's program, whichever occurs first, such equipment will be transferred free and clear of all liens and encumbrances to the County or disposed of as authorized in writing by the County; and
- K) To maintain accurate records of all expenditures. These records shall be made available at all reasonable times for inspection, review or audit by the County; and
- L) To provide a written request for any changes to the approved budget included in "Exhibit A", which would affect the expenditure of funds. Requested changes must be approved in writing by the Board of Commissioners or designee; provided that



nothing herein will authorize or allow any expenditure or obligation of funds in excess of the total sum authorized by this Agreement.

**Section 2.** The County agrees to pay the Recipient the sum of \$17,592 upon receipt of an invoice detailed in accordance with "Exhibit A". **This amount may be paid in a lump sum disbursement or divided into quarterly payments at the discretion of the County.** Payment will be made in accordance with the procedures set forth in "Exhibit B" of this agreement. **If the necessary funds are not available to fund this Agreement as a result of actions by the United States Congress, the federal Office of Management and Budgeting, the State Chief Financial Officer or the Florida Legislature, including but not limited to, reduction of revenues to the County, all obligations on the part of the County to make any further payment of funds shall terminate.**

**Section 3.** This agreement shall be considered to have become effective on the 1<sup>st</sup> day of October 2023, and will terminate on the 30<sup>th</sup> day of September 2024, unless canceled sooner with or without cause and for convenience by either party by giving thirty (30) days prior written notice of such cancellation to the other party.

**Section 4.** Nothing herein contained is intended or should be construed as creating or establishing the relationship of agency, partners, or employment between the parties hereto, or as constituting either party as the agent or representative of the other for any purpose. Recipient is not authorized to bind the County to any contracts or other obligations and shall not expressly represent to any party that Recipient and County are partners or that Recipient is the agent or representative of the County.

IN WITNESS WHEREOF, the parties hereto have set their hands this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

HOLMES COUNTY BOARD OF COMMISSIONERS

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

ATTEST:

Sam Bailey, Clerk of Circuit Court

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

By: \_\_\_\_\_  
Tri-County Airport Authority



**EXHIBIT "A"**

**2023-24 MISCELLANEOUS APPROPRIATIONS**

NAME OF ORGANIZATION: \_\_\_\_\_

**APPROVED BUDGET**

SALARIES AND BENEFITS.....\$ \_\_\_\_\_

SUPPLIES.....\$ \_\_\_\_\_

TRAVEL.....\$ \_\_\_\_\_

UTILITIES.....\$ \_\_\_\_\_

EQUIPMENT (Unit Cost \$1,000 or more).....\$ \_\_\_\_\_

**OTHER RECURRING COSTS:**

\_\_\_\_\_ \$ \_\_\_\_\_

\_\_\_\_\_ \$ \_\_\_\_\_

\_\_\_\_\_ \$ \_\_\_\_\_

\_\_\_\_\_ \$ \_\_\_\_\_

\_\_\_\_\_ \$ \_\_\_\_\_

\_\_\_\_\_ \$ \_\_\_\_\_

**TOTAL OTHER RECURRING COSTS.....\$ \_\_\_\_\_**

**OTHER NON-RECURRING COSTS**

\_\_\_\_\_ \$ \_\_\_\_\_

\_\_\_\_\_ \$ \_\_\_\_\_

**TOTAL OTHER NON-RECURRING COSTS.....\$ \_\_\_\_\_**

**GRANT TOTAL.....\$ \_\_\_\_\_**

PROGRAM NARRATIVE – Describe functions to be carried out with these funds:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



## EXHIBIT "B"

**To begin the payment process, the Finance Office will need the following items:**

- A fully completed W-9 form.
- A fully executed Appropriations Agreement signed by your agency and the Chairman of the Board. It is the responsibility of the Recipient to be aware of and abide by the terms and conditions of the agreement throughout the duration of agreement.
- Payment will be processed after Appropriations Agreement is approved at the next Board meeting.