

**SUWANNEE COUNTY BOARD OF COUNTY COMMISSIONERS  
JUDICIAL ANNEX BUILDING  
218 PARSHLEY STREET SOUTHWEST  
LIVE OAK, FLORIDA 32064**

**TENTATIVE AGENDA FOR DECEMBER 5, 2023, AT 5:30 P.M.**

**Invocation  
Pledge to American Flag**

**ATTENTION:**

- The Board may add additional items to this agenda.
- Affirmative action on any item includes authorization of the Chairman's or designee's signature on all associated documents.
- Individual speakers from the audience will be allowed three (3) minutes to speak following recognition by the Chairman and must speak from the podium. Speakers may only make one (1) trip to the podium to address concerns regarding all items on the agenda. (Filling out of Comment Card required, and forward to Chairman or County Administrator.)
- Groups or factions representing a position on a proposition or issue are required to select a single representative or spokesperson. The designated representative will be allowed to speak for seven (7) minutes following recognition by the Chairman and must speak from the podium. Speakers may only make one (1) trip to the podium to address concerns regarding all items on the agenda. (Filling out of Comment Card required, and forward to Chairman or County Administrator.)
- For general updates or questions regarding County business, contact the County Administrator during regular business hours at (386) 364-3400.

**Public Concerns and Comments:**

**APPROVAL OF MINUTES:**

1. a) November 21, 2023 – Regular Board Meeting  
b) November 27, 2023 – Special Meeting

**CONSENT:**

2. Approval of payment of processed invoices.
3. Approval of letter in support of the North Florida Economic Development Partnership's application for a Rural Regional Development Grant from Florida Commerce.
4. Approval of Rural Infrastructure Grant Agreement No.D0255 for construction of sewer plant at Catalyst site, pending County Attorney review/recommendation.
5. Approval of Ring Power lease for six (6) CAT 120 motor graders for a 2-year term, pending County Attorney review, and authorize County Administrator to execute all associated documents—budgeted items.

6. Approval of Florida Division of Emergency Management Grant Agreement No. Z3964 for reimbursement of Hurricane Idalia storm expenses, pending County Attorney review and assign County Administrator as the authorized agent for FDEM grant No.Z3964.
7. Approval of an amendment to the agreement with RailUSA, owner of Florida Gulf & Atlantic Railroad, LLC, regarding a change in Industry Track Inspections and GAR 8100 tariff charges associated with annual Switch Maintenance Fees. Budget impact: to be funded from the Board Professional Services line.
8. Approval of Addendum No. 3 to the Interlocal Agreement between Suwannee County and the Town of Branford for recreational services.
9. Approval of Agreement with Fred Fox Enterprises, Inc. for CDBG Housing Grant Administration.
10. Authorization to purchase an LED digital sign from Robson Corporation for the First Federal Bank Sportsplex due to damages from Hurricane Idalia. Budget impact: up to \$30,000 paid for by First Federal Bank and funds from the insurance claim.
11. Authorize the Chairman or his designee to execute Sovereignty Submerged Lands Easement from the Department of Environmental Protection.

**CONSTITUTIONAL OFFICERS ITEMS:**

**STAFF ITEMS:**

**COMMISSIONERS ITEMS:**

**COUNTY ATTORNEY ITEMS:**

**GENERAL BUSINESS:**

12. Greg Bailey, North Florida Professional Services, Inc.
13. 2024 Annual Committee Appointments. (Chairman Land)
14. **Additional Agenda Items.** The Chairman calls for additional items.
15. Administrator's comments and information.
16. Board Members Inquiries, Requests, and Comments.

5:30 p.m.

The Suwannee County Board of County Commissioners met on the above date and time for a regular meeting and the following were present: Chairman Franklin White and Commissioner Don Hale; Commissioner Maurice Perkins; Commissioner Travis Land; and Commissioner Leo Mobley. Clerk of Court, Barry Baker; Chief Deputy Clerk of Finance Keith Gentry; Logan Woods, Deputy Clerk; Greg Scott, County Administrator; and Adam Morrison, County Attorney, were also present.

Chairman White called the meeting to order at 5:32 p.m. and asked Commissioner Perkins to lead the invocation and Commissioner Mobley to lead the Pledge of Allegiance to the Flag of the United States of America.

Chairman White announced that moving forward, the public comments section would be at the beginning of the meeting before the consent agenda, and that individuals wishing to speak would have three minutes for their comments.

**The first item on the agenda** was to hold election of Chairman for 2024 (the new Chairman will begin presiding over meetings on December 5<sup>th</sup> or sooner in case of emergency).

Chairman White noted that he did not seek to be Chairman again and felt it would be best to have another person fulfill the role as he had already been Chairman a few years.

Brief discussion ensued on selection of a new Chairman.

**Commissioner Hale moved to elect Commissioner Land as Chairman for 2024. Commissioner Perkins seconded, and the motion carried unanimously.**

Commissioner Land thanked everyone for their confidence in his ability to be Chairman.

**The second item on the agenda** was to hold election of Vice-Chairman for 2024.

**Commissioner Mobley moved to elect Commissioner White as Vice-Chairman for 2024. Commissioner Land seconded, and the motion carried unanimously.**

As it was after 5:35 p.m., Chairman White moved to Time-Specific Items.

**TIME-SPECIFIC ITEMS:**

**The tenth item on the agenda** was at 5:35 p.m., or as soon thereafter as the matter could be heard, to hold a public hearing to consider adoption of an ordinance regarding LDR 23-05, an application by Suwannee County, to amend the Official Zoning Atlas of Suwannee County by changing the zoning designation for a described property from AGRICULTURE-1 (A-1) to INDUSTRIAL CATALYST SITE (ICS).

Chairman White opened the public hearings.

County Attorney Morrison swore in all those wishing to speak.

Development Services Director Ronald Meeks discussed the application for rezoning and accompanying ordinance for an 82.58-acre property now owned by the County (known as the McCook Property). He noted that land was contiguous to the original Catalyst Site boundary and the application was recommended for approval by the Planning and Zoning Board. Director Meeks entered the file into the record and it was accepted by County Attorney Morrison as Composite Exhibit 1.

Chairman White opened the floor to public comments. There being none, the floor was closed to public comments.

**Commissioner Perkins moved to approve an ordinance regarding LDR 23-05, an application by Suwannee County, to amend the Official Zoning Atlas of Suwannee County by changing the zoning designation for a described property from AGRICULTURE-1 (A-1) to INDUSTRIAL CATALYST SITE (ICS). Commissioner Land seconded, and the motion carried unanimously. (Ordinance No. 2024-03)**

**The eleventh item on the agenda** was at 5:35 p.m., or as soon thereafter as the matter could be heard, to hold a public hearing to consider adoption of an ordinance regarding LDR 23-06, an application

by B & L Enterprises to amend the Official Zoning Atlas of Suwannee County by changing the zoning designation for a described property from COMMERCIAL NEIGHBORHOOD (CN) to AGRICULTURE-1 (A-1).

Director Meeks discussed the application for the 5-acre parcel located at the intersection of CR 137 and SR 247. He noted the previous owner, Mr. Scaff, had intended to use the property for a convenience store, but it was never implemented. Mr. Scaff had since passed away and the new owners wished to return it to the A-1 zoning designation and use the property for residential purposes. As the property was 5-acres, it complied with requirements. After noting that the Planning and Zoning Board had recommended approval, Director Meeks entered the file into the record as Composite Exhibit 1.

Chairman White opened the floor to public comments. There being none, the floor was closed to public comments.

**Commissioner Hale moved to approve an ordinance regarding LDR 23-06, an application by B & L Enterprises to amend the Official Zoning Atlas of Suwannee County by changing the zoning designation for a described property from COMMERCIAL NEIGHBORHOOD (CN) to AGRICULTURE-1 (A-1). Commissioner Land seconded, and the motion carried unanimously. (Ordinance No. 2024-04)**

**The twelfth item on the agenda** was at 5:35 p.m., or as soon thereafter as the matter could be heard, to hold a public hearing to consider adoption of a resolution regarding Special Permit for Temporary Use Request No. SPTU-23-10-01 by American Promotional Events, DBA TNT Fireworks, to be granted a special permit for temporary use under Section 14.10 of the Suwannee County Land Development Regulations for a Fireworks Tent Sale, to be held starting December 26, 2023 through January 5, 2024, on property zoned Commercial Intensive (CI).

Director Meeks discussed the application, noting this was now the seventh year of the fireworks tent sale and the details of the event were the same. After briefly discussing the fire permit and inspection, he entered the file into the record as Composite Exhibit 1.

Chairman White opened the floor to public comments. There being none, the floor was closed to public comments.

**Commissioner Land moved to approve a resolution regarding Special Permit for Temporary Use Request No. SPTU-23-10-01 by American Promotional Events, DBA TNT Fireworks, to be granted a special permit for temporary use under Section 14.10 of the Suwannee County Land Development Regulations for a Fireworks Tent Sale, to be held starting December 26, 2023 through January 5, 2024, on property zoned Commercial Intensive (CI). Commissioner Perkins seconded, and the motion carried unanimously. (Resolution No. 2024-14)**

Chairman White returned to public concerns and comments.

**PUBLIC CONCERNS AND COMMENTS:**

Bo Hancock, 6135 Wiggins Road, discussed various concerns with moving public comments to the beginning of the meeting, the lack of information included in the public's version of the agenda packet, the inclusion of County Administrator Scott's contract on the consent agenda rather than a discussion item, and that the annual pay raises should apply to only hourly employees and not salaried positions.

Moses Clepper, 14581 102<sup>nd</sup> Path, also discussed his concern with moving public comments to the beginning of the meeting and felt that the Commissioners simply did not want to listen to the public's concerns. He also questioned why there were no advertisements for the Public Works position and felt pay ranges should be established for salaried positions. Mr. Clepper further discussed concerns regarding overtime pay for salaried employees related to disaster recovery during the weeks following Hurricane Idalia and the County Administrator contract.

Chairman White stated that he had no problem with employees, including salaried positions like County Administrator Scott and Economic Development Direct Jimmy Norris, receiving overtime pay

related to storm damage repair and recovery. He noted that Hurricane Idalia and its damage was a level of disaster that the County had never experienced before and was impressed with how well County employees and EOC staff handled the emergency. Chairman White was fine with compensating such employees who put in tremendous effort, usually working upwards of 14-15 hours a day during the storm recovery, helping the County during and after the storm.

Chairman White moved to the consent agenda.

**CONSENT:**

Item 5 was pulled for discussion.

**The fourth item on the agenda** was to approve payment of \$4,023,027.70 in processed invoices.

**The fifth item on the agenda** was approval of and authorization to execute an Employment Agreement with County Administrator Greg Scott.

This item was pulled for discussion.

**The sixth item on the agenda** was appointment of members to the Suwannee County Construction Industry Licensing Board.

**The seventh item on the agenda** was appointment of Douglas Udell II to replace Jimmy Cherry on the Suwannee County Zoning Board of Adjustment and Planning and Zoning Board as the District 2 representative.

**The eighth item on the agenda** was authorization to purchase two Frazer Type 1 14' ambulance modules on a 2024/2025 International CV 515 Diesel Chassis from Frazer Ltd. as a sole source provider and two Stryker Power load/stretchers from Stryker Medical as a sole source provider.

**The ninth item on the agenda** was to award a bid to Consolidated Pipe and Supply Company, Inc. for polypropylene pipe for stormwater on an as-needed basis. (Bid Solicitation No. 2023-21; bids were opened November 1, 2023).

**Commissioner Mobley moved to approve consent items 4 and 6-9. Commissioner Perkins seconded, and the motion carried unanimously.**

**The fifth item on the agenda** was approval of and authorization to execute an Employment Agreement with County Administrator Greg Scott.

Commissioner Perkins asked for clarification regarding the 10- and 20-week severance pay included in the contract.

County Attorney Morrison discussed the severance pay options and what situations would constitute receiving either the 10- or 20-week pay. He also noted some of the other changes, including the expiration of the contract on December 1, 2024, and the 1-year automatic renewal for the same terms that would occur each year.

Discussion ensued on the changes to the contract, severance pay, and under which scenarios the 10- or 20-week severance pay would take effect.

Commissioner Land was concerned with the annual renewal of the contract and felt that given the long-standing employment of Mr. Scott as a County employee, it was unnecessary to review it annually. He recommended a three-year contract with no severance pay if the contract was not renewed.

Discussion ensued on the terms of County Administrator Scott's contract.

Chairman White stated the contract terms had nothing to do with Mr. Scott, but rather was for newer employees when the position was filled by someone else. He felt the 1-year automatic renewal would be a better method, as that way there was more flexibility on the Board's side when the position was filled by an individual who was not as known to the County.



Commissioner Land understood Chairman White's point of view.

Discussion ensued on the 1-year contract renewal and terms of severance.

County Administrator Scott was fine with the terms of the agreement; however, he did mention that a year-to-year contract would not be as attractive to a new hire. He suggested a longer-term contract for hiring a new individual to attract better quality applicants.

**Commissioner Mobley moved to approve an Employment Agreement with County Administrator Greg Scott, with the changes made by County Attorney Morrison. Commissioner Perkins seconded, and the motion carried unanimously. (Agreement No. 2024-18)**

**TIME-SPECIFIC ITEMS:**

Items ten through twelve were discussed prior to the consent agenda.

Chairman White returned to approval of minutes.

**MINUTES:**

**The third item on the agenda** was to approve the minutes of the November 3, 2023 Special Meeting; November 7, 2023 Regular Meeting; November 9, 2023 Special Meeting; and November 16, 2023 Special Meeting.

It was noted that Recusal Form 8(B) for Chairman White would be included in the November 7, 2023 minutes.

Commissioner Mobley noted he needed to recuse himself after the fact for Item 10 on the November 7, 2023 agenda related to the Task Order for North Florida Professional Services for the water main extension, as he had family involved in the project. As he had already voted, the minutes would show the original vote with a note added that Commissioner Mobley recused himself due to a conflict of

interests at the November 21, 2023 meeting. A recusal form for Commissioner Mobley would also be included in the November 21, 2023 minutes when approved.

Commissioner Land noted a spelling correction needed for Commissioner Hale's name in the November 16, 2023 Special meeting minutes on page 15.

**Commissioner Hale moved to approve the minutes of the November 3, 2023 Special Meeting; November 7, 2023 Regular Meeting; November 9, 2023 Special Meeting; and November 16, 2023 Special Meeting, as amended. Commissioner Land seconded, and the motion carried unanimously.**

**CONSITUTIONAL OFFICERS ITEMS:**

There were none.

**STAFF ITEMS:**

There were none.

**COMMISSIONERS ITEMS:**

Commissioner Hale asked County Administrator Scott to update the public on debris removal.

County Administrator Scott noted that FDOT's first pass of debris removal would end November 30, 2023 and the second, final pass would start on December 1. He also gave a phone number for FDOT that citizens could call regarding debris removal pickup.

**COUNTY ATTORNEY ITEMS:**

There were none.

**GENERAL BUSINESS:**

**The thirteenth item on the agenda** was to discuss, with possible Board action, the priority road list for submission to the Florida Department of Transportation.

County Administrator Scott discussed the proposed priority road list created by County staff to be submitted to FDOT and that staff would be working with FDOT to determine other sources of funding for roads that were not able to be funded through FDOT's program.

Discussion ensued on the roads that were already adopted and programmed by FDOT for completion, roads submitted but not yet programmed, the roads currently awarded, and new roads that were staff recommendations.

The five roads recommended by staff for submittal to FDOT were CR 137 (from US 90 to 216<sup>th</sup>), CR 250 (from Suwannee River Road to 193<sup>rd</sup>); CR 136<sup>th</sup> West (from CR 250 to the Roundabout in Live Oak); Stagecoach Road/CR 132 (from US 129 to US 90); and CR 795 (from the railroad in Live Oak to CR 132).

It was noted that the roads previously proposed in prior years were still on the list for FDOT and that debris removal costs to the State and delayed reimbursement from FEMA would affect the amount of FDOT funding available for road projects.

Commissioner Hale thanked staff for recommending roads. He was concerned about the long-term projection for completion of a few of the projects, as some of the roads that were worse off would not last another 5 or so years. Commissioner Hale recommended looking into other sources of funding for the roads that could not wait to be completed by FDOT.

County Administrator Scott agreed with Commissioner Hale's comments but noted that the projection was just a 5-year plan for FDOT.

Discussion ensued on whether more roads could be submitted for recommendation.

Brenda Flanagan, County Administration, discussed the roads submitted to FDOT but not yet programmed for completion and reasons for such. She also discussed why some roads were not included on the recommendation list and pointed out that only three of the County's recommended roads would be accepted and added by FDOT to the five-year program. Ms. Flanagan noted an upcoming road projects meeting with FDOT and locating alternative funding sources to have some roads completed sooner.

Discussion ensued on other roads of concern, FDOT's five-year program, other funding sources, the number and poor state of roads that needed to be addressed, and the cost to have roads fixed.

Ms. Flanagan mentioned that staff was in the process of creating a long-range road priority list.

**Commissioner Land moved to accept staff recommendations for the proposed roads to submit to FDOT. Commissioner Hale seconded, and the motion carried unanimously.**

**The fourteenth item on the agenda** was Additional Agenda Items.

County Administrator Scott noted that the Board needed to renew the State of Emergency resolution as it would expire before the next special meeting on Monday, November 27 at 8:30 a.m.

**Commissioner Hale moved to renew a resolution declaring a Local State of Emergency due to Hurricane Idalia. Commissioner Perkins seconded, and the motion carried unanimously. (Resolution No. 2023-35-15)**

**The fifteenth item on the agenda** was Administrator's comments and information.

County Administrator Scott updated the Board on several projects and thanked Chairman White for his time leading the Board.

**The sixteenth item on the agenda** was Board Members' inquiries, requests, and comments.

Commissioner Perkins noted an FAC conference he attended and wished all a Happy Thanksgiving.

Commissioner Mobley mentioned the Lloyd and Jenkins family and wished everyone a Happy Thanksgiving.

Commissioner Land echoed the other Commissioners' comments and discussed his time in Tallahassee where he testified in front a hurricane recovery committee regarding debris removal for private roads that were publicly accessible. He noted that there were many rural counties in the same situation and who had presented their concerns to the committee.

County Administrator Scott also discussed a meeting with FDOT regarding the issue of debris removal for private roads with public access.

Commissioner Land also thanked the Chairman for his time as Chair and thanked the Board for voting him as the upcoming Chairman.

Commissioner Hale echoed the other comments, thanked County employees, and mentioned the Clark family whose son was in an accident. He also thanked the Chairman for his time and discussed debris removal for private roads.

Economic Development Director Jimmy Norris discussed a conference the upcoming week that all Commissioners and County Administrator Scott would be attending, suggesting that they arrive early to the event. He also thanked Chairman White for his high standards and his time as Chairman.

Chairman White thanked everyone for their comments and felt that Commissioner Land would do a great job as Chairman. He thanked County employees and commended them for their work ethic.

**Commissioner Land moved to adjourn the meeting. Commissioner Perkins seconded, and the motion carried unanimously.**

There being no further business to discuss, the meeting adjourned at 6:48 p.m.

ATTEST:

\_\_\_\_\_, DC  
BARRY A. BAKER  
CLERK OF THE CIRCUIT COURT

\_\_\_\_\_  
FRANKLIN WHITE, CHAIRMAN  
SUWANNEE COUNTY BOARD OF  
COUNTY COMMISSIONERS

November 27, 2023  
Special Called Meeting  
Airport Conference Room  
Live Oak, Florida

8:30 a.m.

The Suwannee County Board of County Commissioners met on the above date and time for special called meeting and the following were present: Chairman Travis Land; Commissioner Don Hale; Commissioner Maurice Perkins; Commissioner Leo Mobley; and Commissioner Franklin White. Deputy Clerks Eric Musgrove and Logan Woods and County Administrator Greg Scott were also present.

Chairman Land called the meeting to order at 8:38 a.m.

**The first item on the agenda** was renewal of a resolution declaring a Local State of Emergency due to Hurricane Idalia.

**Commissioner White moved to renew a resolution declaring a Local State of Emergency due to Hurricane Idalia. Commissioner Hale seconded, and the motion carried unanimously. (Resolution No. 2023-35-16)**

**The second item on the agenda** was to approve corrections to enabling Resolution No. 2024-11 for revisions to the Suwannee County Personnel Rules and Regulations that were passed, adopted, and approved on November 7, 2023.

County Administrator Scott noted that there had been a scrivener's error and some details of family bereavement leave had not been incorporated in the resolution that had been approved earlier in the month. He asked for approval of the revised resolution.

**Commissioner Hale moved to approve corrections to enabling Resolution No. 2024-11 for revisions to the Suwannee County Personnel Rules and Regulations that were passed, adopted, and approved on November 7, 2023. Commissioner White seconded, and the motion carried unanimously. (Resolution No. 2024-11-01)**

Commissioner White stated that he had received a complaint from a citizen about companies cutting down trees on their private property. County Administrator Scott replied that it was probably a

November 27, 2023  
Special Called Meeting  
Airport Conference Room  
Live Oak, Florida

company hired by Suwannee Valley Electric Cooperative (SVEC) to work on the power lines, but he would check just to be sure.

Commissioner Hale noted that he had also received complaints recently regarding the issue, but it had turned out that it was related to power line work with SVEC.

**Commissioner White moved to adjourn the meeting. Commissioner Hale seconded, and the motion carried unanimously.**

There being no further business to discuss, the meeting adjourned at 8:42 a.m.

ATTEST:

\_\_\_\_\_, DC  
BARRY A. BAKER  
CLERK OF THE CIRCUIT COURT

\_\_\_\_\_  
TRAVIS LAND, CHAIRMAN  
SUWANNEE COUNTY BOARD OF  
COUNTY COMMISSIONERS

## **Agenda Item No. 2**

Approval of payment of processed invoices.



# **SUWANNEE COUNTY**

## **Administration**

### Executive Summary

Objective: Approval of letter of support for North Florida Economic Development Partnership.

Considerations: Suwannee County participates in the North Florida Economic Development Partnership (NFEDP) which annually applies for a Regional Rural Development Grant. As part of the grant application, just as in prior years, they require support letters from each member county. NFEDP is a valuable partner in the economic growth of Suwannee County.

Budget Impact: None.

Recommendation: Approval of letter of support for North Florida Economic Development Partnership's application for a Rural Regional Development Grant.

Respectfully submitted,

Dated: 11/22/2023

Jimmy Norris  
Economic Development Director



## Board of County Commissioners

13150 80<sup>th</sup> Terrace Live Oak, FL 32060

---

December 7, 2023

The Honorable Jeff Hendry, NFEDP Executive Director  
North Florida Economic Development Partnership  
3200 Commonwealth Boulevard, Suite 7  
Tallahassee, Florida 32303

Dear Mr. Hendry:

On behalf of the Suwannee County Board of County Commissioners, this letter is being sent to you in support of the North Florida Economic Development Partnership (NFEDP) and its Regional Rural Development Grant applications being submitted to FloridaCommerce to benefit the economic development and growth of North Florida.

Suwannee County has been a member of the NFEDP since the inception of the Partnership and continues to support its growth and support through participation and our per capita membership dues which have already been approved, processed and forwarded to the NFEDP office. We anticipate continued progress, not only for Suwannee County, but for all of the fourteen counties comprising the North Central Florida Rural Area of Critical Economic Concern (RACEC) and are pleased to participate in an active role in the growth.

Sincerely,

Travis Land, Chairman  
Suwannee County Board of County Commissioners

# **SUWANNEE COUNTY**

## **Administration**

### **Executive Summary**

#### **Objective:**

Approval of RIF grant agreement for construction of sewer plant at Catalyst Site

#### **Considerations:**

- The County was awarded \$9,600,000 in grant funding for the construction of a wastewater treatment plant at the Suwannee County Catalyst Site on 5/31/2023
- The Department of Commerce has notified the County the grant agreement is ready for sign off

#### **Budget Impact:**

- No budget impact

#### **Recommendation:**

- Respectfully request the Board to approve and execute RIF grant #D0255 pending County Attorney review/recommendation

Respectfully submitted,

Greg Scott,

County Administrator

**GRANT AGREEMENT  
STATE OF FLORIDA  
DEPARTMENT OF COMMERCE**

**THIS GRANT AGREEMENT NUMBER D0255 (Agreement)** is made and entered into by and between the State of Florida, Department of Commerce (“Commerce”), and Suwannee County Board of County Commissioners, a unit of general local government (“Subrecipient”). Commerce and Subrecipient are sometimes referred to herein individually as a “Party” and collectively as “the Parties”.

**WHEREAS**, pursuant to Public Law (“P.L.”) P.L. 117-2 American Rescue Plan Act of 2021 (“ARPA”), Sections 602(b) and 603(b) of the Social Security Act, as amended, the U.S. Department of the Treasury (hereinafter referred to as “Treasury”) has awarded Coronavirus State and Local Fiscal Recovery Funds (“SLFRF”) to the State of Florida (Federal Award Identification Number SLFRP0125, Assistance Listing Number 21.027) for support in responding to the economic and public health impacts of the pandemic to contain impacts on their communities, residents, and businesses, and consistent with the Appropriations Act;

**WHEREAS**, pursuant to section 197 of the 2022-2023 General Appropriations Act (Chapter 2022-156, Laws of Florida), the Florida Legislature authorized nonrecurring funds from the SLFRF be allocated to the Department of Commerce for rural infrastructure projects pursuant to s. 288.0655, Florida Statutes;

**WHEREAS**, on July 1, 2023, pursuant to Chapter 2023-173, Laws of Florida, the Department of Economic Opportunity was renamed to the Florida Department of Commerce (“Commerce”);

**WHEREAS**, funds made available for use by the Subrecipient under this Agreement constitute a subaward of the Federal award, the use of which must be in accordance with requirements imposed by Federal statutes, regulations, and the terms and conditions of Florida’s Federal award;

**WHEREAS**, Commerce has the authority to enter into this Agreement and distribute federal funds (“Award Funds”) in the amount and manner set forth in this Agreement and in the following Attachments incorporated herein as an integral part of this Agreement:

- Attachment 1: Scope of Work
- Attachment 2 and Exhibit 1 to Attachment 2: Audit Requirements
- Attachment 3: Audit Compliance Certification
- Attachment 4: Program Special Conditions

**WHEREAS**, the Agreement and its aforementioned Attachments are hereinafter collectively referred to as the “Agreement,” and if any inconsistencies or conflict between the language of this Agreement and its Attachments arise, then the language of the Attachments shall control, but only to the extent of the conflict or inconsistency; and

**WHEREAS**, Subrecipient hereby represents and warrants that Subrecipient’s signatory to this Agreement has authority to bind Subrecipient to this Agreement as of the Effective Date and that Subrecipient, through its undersigned duly-authorized representative in his or her official capacity, has the authority to request, accept, and expend Award Funds for Subrecipient’s purposes in accordance with the terms and conditions of this Agreement.

**NOW THEREFORE**, 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, the

Parties intending to be legally bound hereby agree to perform the duties described herein in this Agreement as follows:

#### **A. AGREEMENT PERIOD**

This Agreement is effective as of May 31, 2023, (the “Effective Date”) and shall continue until the earlier to occur of (a) May 31, 2025, (the “Expiration Date”) or (b) the date on which either Party terminates this Agreement (the “Termination Date”). The period of time between the Effective Date and the Expiration Date or Termination Date is the “Agreement Period.”

#### **B. FUNDING**

This Agreement is a Cost Reimbursement Agreement. Commerce shall pay Subrecipient up to Nine Million Six Hundred Thousand Dollars and Zero Cents (\$9,600,000.00) in consideration for Subrecipient’s performance under this Agreement. Commerce shall not provide Subrecipient an advance of Award Funds under this Agreement. Travel expenses are not authorized under this Agreement. Commerce shall not pay Subrecipient’s costs related to this Agreement incurred outside of the Agreement Period. In conformity with s. 287.0582, Florida Statutes (“F.S.”), the State of Florida and Commerce’s performance and obligation to pay any Award Funds under this Agreement is contingent upon an annual appropriation by the Legislature. Commerce shall have final unchallengeable authority as to both the availability of funds and what constitutes an “annual appropriation” of funds. Subrecipient shall not expend Award Funds for the purpose of lobbying the Legislature, the judicial branch, or a state agency. Subrecipient shall not expend Award Funds to pay any costs incurred in connection with any defense against any claim or appeal of the State of Florida or any agency or instrumentality thereof (including Commerce); or to pay any costs incurred in connection with the prosecution of any claim or appeal against the State of Florida or any agency or instrumentality thereof (including Commerce), which Subrecipient instituted or in which Subrecipient has joined as a claimant. Subrecipient shall either (i) maintain Award Funds in a separate bank account, or (ii) expressly designate in Subrecipient’s business records and accounting system that the Award Funds originated from this Agreement. Subrecipient shall not commingle Award Funds with any other funds. Commerce may refuse to reimburse Subrecipient for purchases made with commingled funds. Subrecipient’s costs must be in compliance with all laws, rules, and regulations applicable to expenditures of State funds, including the Reference Guide for State Expenditures. ([https://myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/state-agencies/reference-guide-for-state-expenditures.pdf?sfvrsn=b4cc3337\\_2](https://myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/state-agencies/reference-guide-for-state-expenditures.pdf?sfvrsn=b4cc3337_2))

#### **C. ELECTRONIC FUNDS TRANSFER**

Within 30 calendar days of the date the last Party has signed this Agreement, Subrecipient shall enroll in Electronic Funds Transfer (EFT) from the State’s Chief Financial Officer. A copy of the Authorization form can be found on the vendor instruction page at: <https://www.myfloridacfo.com/Division/AA/Vendors/default.htm>. Any questions should be directed to the Direct Deposit/EFT Section of the Division of Accounting and Auditing at (850) 413-5517. Once enrolled, invoice payments shall be made by EFT.

#### **D. MODIFICATION**

If, in Commerce’s sole and absolute determination, changes to this Agreement are necessitated by law or otherwise, Commerce may at any time, with written notice of all such changes to Subrecipient, modify this Agreement within its original scope and purpose. Subrecipient shall be responsible for any due diligence

necessary to determine the impact of the modification. Any modification of this Agreement requested by Subrecipient must be in writing and duly signed by all Parties in order to be enforceable.

#### E. AUDIT REQUIREMENTS AND COMPLIANCE

1. **Section 215.971, F.S.** Subrecipient shall comply with all applicable provisions of s. 215.97, F.S., and Attachment 2 and Exhibit 1 to Attachment 2: Audit Requirements. Subrecipient shall perform the deliverables and tasks set forth in Attachment 1, Scope of Work. Subrecipient may only expend Award Funds for allowable costs resulting from obligations incurred during the Agreement Period. Subrecipient shall refund to Commerce any: (1) balance of unobligated Award Funds which have been advanced or paid to Subrecipient; or (2) Award Funds paid in excess of the amount to which Subrecipient is entitled under the terms and conditions of this Agreement and Attachments hereto, upon expiration or termination of this Agreement.

2. **Audit Compliance.** Subrecipient understands and shall comply with the requirements of s. 20.055(5), F.S. Subrecipient agrees to reimburse the State for the reasonable costs of investigation the Inspector General or other authorized State official incurs for investigations of Subrecipient's compliance with the terms of this or any other agreement between the Subrecipient and the State which results in the suspension or debarment of Subrecipient. Subrecipient shall not be responsible for any costs of investigations that do not result in Subrecipient's suspension or debarment.

#### F. RECORDS AND INFORMATION RELEASE

1. **Records Compliance.** Commerce is subject to the provisions of chapter 119, F.S., relating to public records. Any document Subrecipient submits to Commerce under this Agreement may constitute public records under the Florida Statutes. Subrecipient shall cooperate with Commerce regarding Commerce's efforts to comply with the requirements of chapter 119, F.S. Subrecipient shall respond to requests to inspect or copy such records in accordance with chapter 119, F.S., for records made or received by Subrecipient in connection with this Agreement. Subrecipient shall immediately notify Commerce of the receipt and content of any request by sending an e-mail to [PRRequest@commerce.fl.gov](mailto:PRRequest@commerce.fl.gov) within one business day after receipt of such request. Subrecipient shall indemnify, defend, and hold Commerce harmless from any violation of Florida's public records laws wherein Commerce's disclosure or nondisclosure of any public record was predicated upon any act or omission of Subrecipient. As applicable, Subrecipient shall comply with s. 501.171, F.S. Commerce may terminate this Agreement if Subrecipient fails to comply with Florida's public records laws. Subrecipient shall allow public access to all records made or received by Subrecipient in connection with this Agreement, unless the records are exempt from s. 24(a) of Article I of the State Constitution or s. 119.07(1), F.S.

2. **Identification of Records.** Subrecipient shall clearly and conspicuously mark all records submitted to Commerce if such records are confidential and exempt from public disclosure. Subrecipient's failure to clearly mark each record and identify the legal basis for each exemption from the requirements of chapter 119, F.S., prior to delivery of the record to Commerce serves as Subrecipient's waiver of a claim of exemption. Subrecipient shall 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 as long as those records are confidential and exempt pursuant to Florida law. If Commerce's claim of exemption asserted in response to Subrecipient's assertion of confidentiality is challenged in any court of law, Subrecipient shall defend, assume, and be responsible for all fees, costs, and expenses in connection with such challenge.

3. **Keeping and Providing Records.** Commerce and the State have an absolute right to view, inspect, or make or request copies of any records arising out of or related to this Agreement. Subrecipient has an absolute duty to keep and maintain all records arising out of or related to this Agreement. Commerce may request copies of any records made or received in connection with this Agreement, or arising out of Subrecipients use of Award Funds, and Subrecipient shall provide Commerce with copies of any records within

10 business days after Commerce's request at no cost to Commerce. Subrecipient shall maintain all books, records, and documents in accordance with generally accepted accounting procedures and practices which sufficiently and properly reflect all expenditures of Award Funds. For avoidance of doubt, Subrecipient's duties to keep and provide records to Commerce includes all records generated in connection with or as a result of this Agreement. Upon expiration or termination of this Agreement, Subrecipient shall transfer, at no cost, to Commerce all public records in possession of Subrecipient or keep and maintain public records required by Commerce to perform the service. If Subrecipient keeps and maintains public records upon completion of this Agreement, Subrecipient shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to Commerce, upon request from Commerce's custodian of records, in a format that is compatible with the information technology systems of Commerce.

**4. Audit Rights.** Representatives of the State of Florida, Commerce, the State Chief Financial Officer, the State Auditor General, the Florida Office of Program Policy Analysis and Government Accountability or representatives of the federal government and their duly authorized representatives shall have access to any of Subrecipient'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.

**5. Single Audit Compliance Certification.** Annually, within 60 calendar days of the close of Subrecipient's fiscal year, Subrecipient shall electronically submit a completed Audit Compliance Certification (a version of this certification is attached hereto as Attachment 3) to [audit@commerce.fl.gov](mailto:audit@commerce.fl.gov). Subrecipient's timely submittal of one completed Audit Compliance Certification for each applicable fiscal year will fulfill this requirement for all agreements between Commerce and Subrecipient.

**6. Ensure Compliance.** Subrecipient shall ensure that any entity which is paid from, or for which Subrecipient's expenditures will be reimbursed by, Award Funds, is aware of and will comply with the aforementioned audit and record keeping requirements.

**7. Contact Custodian of Public Records for Questions. 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 AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS by telephone at (850) 245-7140, via e-mail at [PRRequest@commerce.fl.gov](mailto:PRRequest@commerce.fl.gov), or by mail at Department of Commerce, Public Records Coordinator, 107 East Madison Street, Caldwell Building, Tallahassee, Florida 32399-4128.**

#### **G. TERMINATION AND FORCE MAJEURE**

**1. Termination due to Lack of Funds:** In the event funds to finance this Agreement become unavailable or if federal or state funds upon which this Agreement is dependent are withdrawn or redirected, Commerce may terminate this Agreement upon no less than 24 hour written notice to Subrecipient. Commerce shall be the final authority as to the availability of funds and will not reallocate funds earmarked for this Agreement to another program thus causing "lack of funds." In the event of termination of this Agreement under this provision, Subrecipient will be paid for any work satisfactorily completed prior to notification of termination. The lack of funds shall not constitute Commerce's default under this Agreement.

**2. Termination for Cause:** Commerce may terminate the Agreement if Subrecipient fails to: (1) deliver the services within the time specified in the Agreement or any extension; (2) maintain adequate progress, thus endangering performance of the Agreement; (3) honor any term of the Agreement; or (4) abide by any statutory, regulatory, or licensing requirement. The rights and remedies of Commerce in this clause are in addition to any

other rights and remedies provided by law or under the Agreement. Subrecipient shall not be entitled to recover any cancellation charges or lost profits.

**3. Termination for Convenience:** Commerce, by written notice to Subrecipient, may terminate this Agreement in whole or in part when Commerce determines in Commerce's sole and absolute discretion that it is in Commerce's interest to do so. Subrecipient shall not provide any deliverable pursuant to Attachment 1: Scope of Work after it receives the notice of termination, except as Commerce otherwise specifically instructs Subrecipient in writing. Subrecipient shall not be entitled to recover any cancellation charges or lost profits.

**4. Subrecipient's Responsibilities Upon Termination:** If Commerce issues a Notice of Termination to Subrecipient, except as Commerce otherwise specifies in that Notice, Subrecipient shall: (1) Stop work under this Agreement on the date and to the extent specified in the notice; (2) complete performance of such part of the work Commerce does not terminate; (3) take such action as may be necessary, or as Commerce may specify, to protect and preserve any property which is in the possession of Subrecipient and in which Commerce has or may acquire an interest; and (4) upon the effective date of termination, Subrecipient shall transfer, assign, and make available to Commerce all property and materials belonging to Commerce pursuant to the terms of this Agreement and all Attachments hereto. Subrecipient shall not receive additional compensation for Subrecipient's services in connection with such transfers or assignments.

**5. 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 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 subcontractors or suppliers if no alternate source of supply is available. However, in the event of delay from the foregoing causes, the Party shall take all reasonable measures to mitigate any and all resulting delay or disruption in the Party's performance obligation under this Agreement. If the delay is excusable under this FORCE MAJEURE AND NOTICE OF DELAY FROM FORCE MAJEURE section, the delay will not result in any additional charge or cost under the Agreement to either Party. In the case of any delay Subrecipient believes is excusable under this FORCE MAJEURE AND NOTICE OF DELAY FROM FORCE MAJEURE section, Subrecipient shall notify Commerce in writing of the delay or potential delay and describe the cause of the delay either: (1) within 10 calendar days after the cause that creates or will create the delay first arose, if Subrecipient could reasonably foresee that a delay could occur as a result; or (2) within five calendar days after the date Subrecipient first had reason to believe that a delay could result, if the delay is not reasonably foreseeable. THE FOREGOING SHALL CONSTITUTE SUBRECIPIENT'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY. Providing notice in strict accordance with this FORCE MAJEURE AND NOTICE OF DELAY FROM FORCE MAJEURE section is a condition precedent to such remedy. Commerce, in its sole discretion, will determine if the delay is excusable under this FORCE MAJEURE AND NOTICE OF DELAY FROM FORCE MAJEURE section and will notify Subrecipient of its decision in writing. No claim for damages, other than for an extension of time, shall be asserted against Commerce. Subrecipient shall not be entitled to an increase in the Agreement price or payment of any kind from Commerce for direct, indirect, consequential, impact, or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this FORCE MAJEURE AND NOTICE OF DELAY FROM FORCE MAJEURE section, after the causes have ceased to exist, Subrecipient shall perform at no increased cost, unless Commerce determines, in its sole discretion, that the delay will significantly impair the value of the Agreement to Commerce or the State, in which case, Commerce may terminate the Agreement in whole or in part.

#### **H. BUSINESS WITH PUBLIC ENTITIES**

Subrecipient is aware of and understands the provisions of s. 287.133(2)(a), F.S., and s. 287.134(2)(a), F.S. As required by s. 287.135(5), F.S., Subrecipient certifies that it is not: (1) listed on the Scrutinized Companies that



Boycott Israel List, created pursuant to s. 215.4725, F.S.; (2) engaged in a boycott of Israel; (3) listed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473, F.S.; or (4) engaged in business operations in Cuba or Syria. Commerce may immediately terminate this Agreement if Subrecipient submits a false certification as to the above, or if Subrecipient is placed on the Scrutinized Companies that Boycott Israel List, engages in a boycott of Israel, is placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has engaged in business operations in Cuba or Syria.

## **I. CONTINUING DISCLOSURE OF LEGAL PROCEEDINGS**

Prior to execution of this Agreement, Subrecipient must disclose in a written statement to Commerce's Agreement Manager all prior or on-going civil or criminal litigation, investigations, arbitration or administrative proceedings (collectively "Proceedings") involving this Agreement. Thereafter, Subrecipient has a continuing duty to promptly disclose all Proceedings upon occurrence. This duty of disclosure applies to Subrecipient's or subcontractor's officers and directors when any Proceeding relates to the officer or director's business or financial activities. Details of settlements that are prevented from disclosure by the terms of the settlement may be annotated as such. Subrecipient shall promptly notify Commerce's Agreement Manager of any Proceeding relating to or affecting the Subrecipient's or subcontractor's business. If the existence of such Proceeding causes the State concern about Subrecipient's ability or willingness to perform the Agreement, then upon Commerce's request, Subrecipient shall provide to Commerce's Agreement Manager all reasonable assurances that: (i) Subrecipient will be able to perform the Agreement in accordance with its terms and conditions; and (ii) Subrecipient and/or its employees, agents, or subcontractor(s) have not and will not engage in conduct in performing services for Commerce which is similar in nature to the conduct alleged in such Proceeding.

## **J. ADVERTISING AND SPONSORSHIP DISCLOSURE**

**1. Limitations on Advertising of Agreement.** Commerce does not endorse any Subrecipient, commodity, or service. Subject to chapter 119, F.S., Subrecipient shall not publicly disseminate any information concerning this Agreement without prior written approval from Commerce, including, but not limited to mentioning this Agreement in a press release or other promotional material, identifying Commerce or the State as a reference, or otherwise linking Subrecipient's name and either a description of the Agreement or the name of Commerce or the State in any material published, either in print or electronically, to any entity that is not a Party to this Agreement, except potential or actual authorized distributors, dealers, resellers, or service representatives.

**2. Disclosure of Sponsorship.** As required by s. 286.25, F.S., if Subrecipient is a nongovernmental organization which sponsors a program financed wholly or in part by state funds, including any funds obtained through this Agreement, it shall, in publicizing, advertising, or describing the sponsorship of the program, state: "Sponsored by (Subrecipient's name) and the State of Florida, Department of Commerce." If the sponsorship reference is in written material, the words "State of Florida, Department of Commerce" shall appear in the same size letters or type as the name of the organization.

## **K. RECOUPMENT OF FUNDS**

**1. Recoupment.** Notwithstanding anything in this Agreement to the contrary, Commerce has an absolute right to recoup Award Funds. Commerce may refuse to reimburse Subrecipient for any cost if Commerce determines that such cost was not incurred in compliance with the terms of this Agreement. Commerce may demand a return of Award Funds if Commerce terminates this Agreement. The application of financial consequences as set forth in the Scope of Work is cumulative to any of Commerce's rights to recoup

Award Funds. Notwithstanding anything in this Agreement to the contrary, in no event shall the application of any financial consequences or recoupment of Award Funds exceed the amount of Award Funds, plus interest.

**2. Overpayments.** If Subrecipient's (a) noncompliance with this Agreement or any applicable federal, state, or local law, rule, regulation or ordinance, or (b) performance or nonperformance of any term or condition of this Agreement results in (i) an unlawful use of Award Funds; (ii) a use of Award Funds that doesn't comply with the terms of this Agreement; or (iii) a use which constitutes a receipt of Award Funds to which Subrecipient is not entitled (each such event an "Overpayment"), then Subrecipient shall return such Overpayment of Award Funds to Commerce.

**3. Discovery of Overpayments.** Subrecipient shall refund any Overpayment of Award Funds to Commerce within 30 days of Subrecipient's discovery of an Overpayment or receipt of notification from Commerce that an Overpayment has occurred. Commerce is the final authority as to what may constitute an Overpayment of Award Funds. Refunds should be sent to Commerce's Agreement Manager and made payable to the "Department of Commerce." Should repayment not be made in a timely manner, Commerce may charge interest at the lawful rate of interest on the outstanding balance beginning 30 days after the date of notification or discovery.

**4. Right of Set-Off.** Commerce and the State shall have all of its common law, equitable, and statutory rights of set-off, including, without limitation, the State's option to withhold for the purposes of set-off any moneys due to Subrecipient under this Agreement up to any amounts due and owing to Commerce with respect to this Agreement, any other contract with any State department or agency, including any contract for a term commencing prior to the term of this Agreement, plus any amounts due and owing to the State for any other reason. The State shall exercise its set-off rights in accordance with normal State practices, including, in cases of set-off pursuant to an audit, the finalization of such audits by the State or its representatives.

## L. INSURANCE

Unless Subrecipient is a state agency or subdivision as defined in s. 768.28(2), F.S., Subrecipient shall provide and maintain at all times during this Agreement adequate commercial general liability insurance coverage. A self-insurance program established and operating under the laws of the State of Florida may provide such coverage.

Subrecipient, at all times during the Agreement, at Subrecipient's sole expense, shall provide commercial insurance of such a type and with such terms and limits as may be reasonably associated with this Agreement, which, as a minimum, shall be: workers' compensation and employer's liability insurance in accordance with chapter 440, F.S., with minimum employer's liability limits of \$100,000 per accident, \$100,000 per person, and \$500,000 policy aggregate. Such policy shall cover all employees engaged in any Agreement work.

Subrecipient shall maintain insurance coverage of such types and with such terms and limits as may be reasonably associated with this Agreement, as required by law, and as otherwise necessary and prudent for the Subrecipient's performance of its operations in the regular course of business. The limits of coverage under each policy maintained by Subrecipient shall not be interpreted as limiting Subrecipient's liability and obligations under this Agreement. All insurance policies shall be through insurers licensed and authorized to write policies in Florida, and such policies shall cover all employees engaged in any Agreement work. Subrecipient shall maintain any other insurance required in the Scope of Work. Upon request, Subrecipient shall produce evidence of insurance to Commerce.

Commerce shall not pay for any costs of any insurance or policy deductible, and payment of any insurance costs shall be Subrecipient's sole responsibility. Providing and maintaining adequate insurance coverage is a material obligation of Subrecipient, and failure to maintain such coverage may void the Agreement, at Commerce's sole and absolute discretion, after Commerce's review of Subrecipient's insurance coverage when

Subrecipient is unable to comply with Commerce's requests concerning additional appropriate and necessary insurance coverage. Upon execution of this Agreement, Subrecipient shall provide Commerce written verification of the existence and amount for each type of applicable insurance coverage. Within 30 calendar days of the effective date of the Agreement, Subrecipient shall furnish Commerce proof of applicable insurance coverage by standard ACORD form certificates of insurance. In the event that an insurer cancels any applicable coverage for any reason, Subrecipient shall immediately notify Commerce of such cancellation and shall obtain adequate replacement coverage conforming to the requirements herein and provide proof of such replacement coverage within 15 business days after the cancellation of coverage. Copies of new insurance certificates must be provided to Commerce's Agreement Manager with each insurance renewal.

#### **M. CONFIDENTIALITY AND SAFEGUARDING INFORMATION**

Each Party may have access to confidential information made available by the other. The provisions of the Florida Public Records Act, Chapter 119, F.S., and other applicable state and federal laws will govern disclosure of any confidential information received by the State of Florida.

Subrecipient must implement procedures to ensure the appropriate protection and confidentiality of all data, files, and records involved with this Agreement.

Except as necessary to fulfill the terms of this Agreement and with the permission of Commerce, Subrecipient shall not divulge to third parties any confidential information obtained by Subrecipient or its agents, distributors, resellers, subcontractors, officers, or employees in the course of performing Agreement work, including, but not limited to, security procedures, business operations information, or commercial proprietary information in the possession of the State or Commerce.

Subrecipient shall not use or disclose any information concerning a Subrecipient of services under this Agreement for any purpose in conformity with state and federal law or regulations, except upon written consent of the Subrecipient or the responsible parent or guardian of the Subrecipient when authorized by law.

When Subrecipient has access to Commerce's network and/or applications, in order to fulfill Subrecipient's obligations under this Agreement, Subrecipient shall abide by all applicable Commerce Information Technology Security procedures and policies. Subrecipient (including its employees, subcontractors, agents, or any other individuals to whom Subrecipient exposes confidential information obtained under this Agreement), shall not store, or allow to be stored, any confidential information on any portable storage media (*e.g.*, laptops, thumb drives, hard drives, *etc.*) or peripheral device with the capacity to hold information. Failure to strictly comply with this provision shall constitute a breach of Agreement.

Subrecipient shall immediately notify Commerce in writing when Subrecipient, its employees, agents, or representatives become aware of an inadvertent disclosure of Commerce's unsecured confidential information in violation of the terms of this Agreement. Subrecipient shall report to Commerce any Security Incidents of which it becomes aware, including incidents sub-contractors or agents reported to Subrecipient. For purposes of this Agreement, "Security Incident" means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of Commerce information in Subrecipient's possession or electronic interference with Commerce operations; provided, however, that random attempts at access shall not be considered a security incident. Subrecipient shall make a report to Commerce not more than seven business days after Subrecipient learns of such use or disclosure. Subrecipient's report shall identify, to the extent known: (i) the nature of the unauthorized use or disclosure, (ii) the confidential information used or disclosed, (iii) who made the unauthorized use or received the unauthorized disclosure, (iv) what Subrecipient has done or shall do to mitigate any detrimental effect of the unauthorized use or disclosure, and (v) what corrective action Subrecipient

has taken or shall take to prevent future similar unauthorized use or disclosure. Subrecipient shall provide such other information, including a written report, as Commerce's Information Security Manager requests.

In the event of a breach of security concerning confidential personal information involved with this Agreement, Subrecipient shall comply with s. 501.171, F.S., as applicable. When notification to affected persons is required by statute, Subrecipient shall provide that notification, but only after receipt of Commerce's written approval of the contents of the notice. Defined statutorily, and for purposes of this Agreement, "breach of security" or "breach" means the unauthorized access of data in electronic form containing personal data. Good faith acquisition of personal information by an employee or agent of Subrecipient is not a breach, provided the information is not used for a purpose unrelated to Subrecipient's obligations under this Agreement or is not subject to further unauthorized use.

#### **N. PATENTS, COPYRIGHTS, AND ROYALTIES**

1. All legal title and every right, interest, claim or demand of any kind, in and to any patent, trademark or copyright, or application for the same, or any other intellectual property right to, the work developed or produced under or in connection with this Agreement, is the exclusive property of Commerce to be granted to and vested in the Florida Department of State for the use and benefit of the state; and no person, firm or corporation shall be entitled to use the same without the written consent of the Florida Department of State. Any contribution by Subrecipient or its employees, agents or contractors to the creation of such works shall be considered works made for hire by Subrecipient for Commerce and, upon creation, shall be owned exclusively by Commerce. To the extent that any such works may not be considered works made for hire for Commerce under applicable law, Subrecipient agrees, upon creation of such works, to automatically assign to Commerce ownership, including copyright interests and any other intellectual property rights therein, without the necessity of any further consideration.

2. If any discovery or invention arises or is developed in the course or as a result of work or services performed with funds from this Agreement, Subrecipient shall refer the discovery or invention to Commerce who will refer it to the Department of State to determine whether patent protection will be sought in the name of the State of Florida.

3. Where activities supported by this Agreement produce original writings, sound recordings, pictorial reproductions, drawings, or other graphic representations and works of any similar nature Commerce has the right to use, duplicate, and disclose such materials in whole or in part, in any manner, for any purpose whatsoever and to allow others acting on behalf of Commerce to do so. Subrecipient shall give Commerce written notice when any books, manuals, films, websites, web elements, electronic information, or other copyrightable materials are produced.

4. Notwithstanding any other provisions herein, in accordance with s. 1004.23, F.S., a State University is authorized in its own name to perform all things necessary to secure letters of patent, copyrights, and trademarks on any works it produces. Within 30 calendar days of same, the president of a State University shall report to the Department of State any such university's action taken to secure or exploit such trademarks, copyrights, or patents in accordance with s. 1004.23(6), F.S.

#### **O. INFORMATION TECHNOLOGY RESOURCE**

Subrecipient shall obtain prior written approval from the appropriate Commerce authority before purchasing any Information Technology Resource ("ITR") or conducting any activity that will impact Commerce's electronic information technology equipment or software, in any way. ITR includes computer hardware, software, networks, devices, connections, applications, and data. Subrecipient shall contact the Commerce

Agreement Manager listed herein in writing for the contact information of the appropriate Commerce authority for any such ITR purchase approval.

**P. NONEXPENDABLE PROPERTY**

1. For the requirements of this Nonexpendable Property section of the Agreement, "nonexpendable property" is the same as "property" as defined in s. 273.02, F.S., (equipment, fixtures, and other tangible personal property of a nonconsumable and nonexpendable nature).

2. All nonexpendable property, purchased under this Agreement, shall be listed on the property records of Subrecipient. Subrecipient shall inventory annually and maintain accounting records for all nonexpendable property purchased and submit an inventory report to Commerce with the final expenditure report. The records shall include, at a minimum, the following information: property tag identification number, description of the item(s), physical location, name, make or manufacturer, year, and/or model, manufacturer's serial number(s), date of acquisition, and the current condition of the item.

3. At no time shall Subrecipient dispose of nonexpendable property purchased under this Agreement without the written permission of and in accordance with instructions from Commerce.

4. Immediately upon discovery, Subrecipient shall notify Commerce, in writing, of any property loss with the date and reason(s) for the loss.

5. Subrecipient shall be responsible for the correct use of all nonexpendable property Subrecipient purchases or Commerce furnishes under this Agreement.

6. A formal Agreement amendment is required prior to the purchase of any item of nonexpendable property not specifically listed in Attachment 1: Scope of Work.

7. Upon the Expiration Date of this Agreement, Subrecipient is authorized to retain ownership of any nonexpendable property purchased under this Agreement; however, Subrecipient hereby grants to Commerce a right of first refusal in all such property prior to disposition of any such property during its depreciable life, in accordance with the depreciation schedule in use by Subrecipient. Subrecipient shall provide written notice of any such planned disposition and await Commerce's response prior to disposing of the property. "Disposition" as used herein, shall include, but is not limited to, Subrecipient no longer using the nonexpendable property for the uses authorized herein; the sale, exchange, transfer, trade-in, or disposal of any such nonexpendable property. Commerce, in its sole discretion, may require Subrecipient to refund to Commerce the fair market value of the nonexpendable property at the time of disposition rather than taking possession of the nonexpendable property.

**Q. REQUIREMENTS APPLICABLE TO THE PURCHASE OF OR IMPROVEMENTS TO REAL PROPERTY**

In accordance with s. 287.05805, F.S., if funding provided under this Agreement is used for the purchase of or improvements to real property, Subrecipient shall grant Commerce a security interest in the property in the amount of the funding provided by this Agreement for the purchase of or improvements to the real property for five (5) years from the date of purchase or the completion of the improvements or as further required by law.

Upon the Expiration Date of the Agreement, Subrecipient shall be authorized to retain ownership of the improvements to real property set forth in this Agreement in accordance with the following: Subrecipient is authorized to retain ownership of the improvements to real property so long as: (1) Subrecipient is not sold, merged or acquired; (2) the real property subject to the improvements is owned by Subrecipient; and (3) the real property subject to the improvements is used for the purposes provided in this Agreement. If within five

(5) years of the termination of this Agreement, Subrecipient is unable to satisfy the requirements stated in the immediately preceding sentence, Subrecipient shall notify Commerce in writing of the circumstances that will result in the deficiency upon learning of it, but no later than 30 calendar days prior to the deficiency occurring. In such event, Commerce shall have the right, within its sole discretion, to demand reimbursement of part or all of the funding provided to Subrecipient under this Agreement.

## **R. CONSTRUCTION AND INTERPRETATION**

The title, section, and paragraph headings in this Agreement are for convenience of reference only and shall not govern or affect the interpretation of any of the terms or provisions of this Agreement. The term “this Agreement” means this Agreement together with all attachments and exhibits hereto, as the same may from time to time be amended, modified, supplemented, or restated in accordance with the terms hereof. The use in this Agreement of the term “including” and other words of similar import mean “including, without limitation” and where specific language is used to clarify by example a general statement contained herein, such specific language shall not be deemed to modify, limit, or restrict in any manner the construction of the general statement to which it relates. The word “or” is not exclusive and the words “herein,” “hereof,” “hereunder,” and other words of similar import refer to this Agreement, including any Exhibits and Attachments, and not to any particular section, subsection, paragraph, subparagraph, or clause contained in this Agreement. As appropriate, the use herein of terms importing the singular shall also include the plural, and vice versa. The reference to an agreement, instrument, or other document means such agreement, instrument, or other document as amended, supplemented, and modified from time to time to the extent permitted by the provisions thereof and the reference to a statute means such statute as amended from time to time and includes any successor legislation thereto and any regulations promulgated thereunder. All references to “\$” shall mean United States dollars. The term “Subrecipient” includes any person or entity which has been duly authorized to and has the actual authority to act or perform on Subrecipient’s behalf. The term “Commerce” includes the State of Florida and any successor office, department, or agency of Commerce, and any person or entity which has been duly authorized to and has the actual authority to act or perform on Commerce’s behalf. The recitals of this Agreement are incorporated herein by reference and shall apply to the terms and provisions of this Agreement and the Parties. Time is of the essence with respect to the performance of all obligations under this Agreement. Each Party has read and understands this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the Parties, and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any of the provisions of this Agreement.

## **S. CONFLICT OF INTEREST**

This Agreement is subject to chapter 112, F.S. Subrecipient shall disclose the name of any officer, director, employee, or other agent who is also an employee of the State. Subrecipient shall also disclose the name of any State employee who owns, directly or indirectly, more than a 5% interest in Subrecipient or its affiliates.

## **T. SUBRECIPIENT AS INDEPENDENT CONTRACTOR**

Subrecipient is at all times acting and performing as an independent contractor. Commerce has no ability to exercise any control or direction over the methods by which Subrecipient may perform its work and functions, except as provided herein. Nothing in this Agreement may be understood to constitute a partnership or joint venture between the Parties.

## **U. EMPLOYMENT ELIGIBILITY VERIFICATION – E-VERIFY**

1. E-Verify is an Internet-based system that allows an employer, using information reported on an employee’s Form I-9, Employment Eligibility Verification, to determine the eligibility of all new

employees hired to work in the United States. There is no charge to employers to use E-Verify. The Department of Homeland Security's E-Verify system can be found at: <https://www.e-verify.gov/>.

2. In accordance with section 448.095, F.S., the State of Florida expressly requires the following:
  - a. Every public agency and its contractors and subcontractors shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees. A public agency or a contractor or subcontractor thereof may not enter into a contract unless each party to the contract registers with and uses the E-Verify system.
  - b. An employer shall verify each new employee's employment eligibility within three (3) business days after the first day that the new employee begins working for pay as required under 8 C.F.R. 274a. Beginning July 1, 2023, a private employer with 25 or more employees shall use the E-Verify system to verify a new employee's employment eligibility.
3. If an entity does not use E-Verify, the entity shall enroll in the E-Verify system prior to hiring any new employee or retaining any contract employee after the effective date of this Contract.

#### **V. NOTIFICATION OF INSTANCES OF FRAUD**

Upon discovery, Subrecipient shall report all known or suspected instances of Subrecipient, or Subrecipient's agents, contractors, or employees, operational fraud or criminal activities to Commerce's Agreement Manager in writing within 24 chronological hours.

#### **W. NON-DISCRIMINATION**

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

#### **X. ASSIGNMENTS**

Subrecipient shall not assign, subcontract, or otherwise transfer its rights, duties, or obligations under this Agreement, by operation of law or otherwise, without the prior written consent of Commerce, which consent may be withheld in Commerce's sole and absolute discretion. Commerce is at all times entitled to assign or transfer its rights, duties, or obligations under this Agreement to another governmental entity in the State of Florida. Any attempted assignment of this Agreement or any of the rights hereunder by Subrecipient in violation of this provision shall be void *ab initio*.

#### **Y. ENTIRE AGREEMENT; SEVERABILITY**

This Agreement, and the attachments and exhibits hereto, embodies the entire agreement of the Parties with respect to the subject matter hereof. There are no provisions, terms, conditions, or obligations other than those contained in this Agreement; and this Agreement supersedes all previous communications, representations, or agreements, either verbal or written, between the Parties. If a court of competent jurisdiction voids or holds unenforceable any provision of this Agreement, then that provision shall be enforced only to the extent that it is not in violation of law or is not otherwise unenforceable, and all other provisions shall remain in full force and effect. This Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute one and the same instrument. If any inconsistencies or conflict between the language of this

Agreement and its Attachments arise, then the language of the attachments shall control, but only to the extent of the conflict or inconsistency.

## **Z. WAIVER; GOVERNING LAW; ATTORNEYS' FEES, DISPUTE RESOLUTION**

**1. Waiver.** No waiver by Commerce of any of provision herein shall be effective unless explicitly set forth in writing and signed by Commerce. No waiver by Commerce may be construed as a waiver of any failure, breach, or default not expressly identified by such written waiver, whether of a similar or different character, and whether occurring before or after that waiver. No failure by Commerce to exercise, or delay in exercising, any right, remedy, power or privilege under this Agreement may be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege. The rights and remedies set forth herein are cumulative and not exclusive.

**2. Governing Law.** The laws of the State of Florida shall govern the construction, enforcement, and interpretation of this Agreement, regardless of and without reference to whether any applicable conflicts of laws principles may point to the application of the laws of another jurisdiction. The Parties expressly consent to exclusive jurisdiction and venue in any state court located in Leon County, Florida, and waive any defense of forum non conveniens, lack of personal jurisdiction, or like defense. **IN ANY LEGAL OR EQUITABLE ACTION BETWEEN THE PARTIES, THE PARTIES HEREBY EXPRESSLY WAIVE TRIAL BY JURY TO THE FULLEST EXTENT PERMITTED BY LAW.**

**3. Attorneys' Fees, Expenses.** Except as set forth otherwise herein, each of the Parties shall pay its own attorneys' fees and costs in connection with the execution and delivery of this Agreement and the transactions contemplated hereby.

**4. Dispute Resolution.** Commerce shall decide disputes concerning the performance of the Agreement, and Commerce shall serve written notice of same to Subrecipient. Commerce's decision shall be final and conclusive unless within 21 calendar days from the date of receipt, Subrecipient files with Commerce a petition for administrative hearing. Commerce's final order on the petition shall be final, subject to any right of Subrecipient to judicial review pursuant to chapter 120.68, F.S. Exhaustion of administrative remedies is an absolute condition precedent to Subrecipient's ability to pursue any other form of dispute resolution; provided however, that the Parties may employ the alternative dispute resolution procedures outlined in chapter 120, F.S.

## **AA. INDEMNIFICATION**

If Subrecipient is a state agency or subdivision, as defined in s. 768.28(2), F.S., pursuant to s. 768.28(19), F.S., neither Party indemnifies nor insures or assumes any liability for the other Party for the other Party's negligence.

**1.** Subrecipient shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless the State and Commerce, 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 Subrecipient, its agents, employees, partners, or subcontractors; provided, however, that Subrecipient shall not indemnify, defend, and hold harmless the State and Commerce, and their officers, agents, and employees for that portion of any loss or damages the negligent act or omission of Commerce or the State proximately caused.

**2.** Further, Subrecipient shall fully indemnify, defend, and hold harmless the State and Commerce 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 Commerce's misuse or modification of



Subrecipient's products or Commerce's operation or use of Subrecipient's products in a manner not contemplated by this Agreement. If any product is the subject of an infringement suit, or in Subrecipient's opinion is likely to become the subject of such a suit, Subrecipient may, at Subrecipient's sole expense, procure for Commerce the right to continue using the product or to modify it to become non-infringing. If Subrecipient is not reasonably able to modify or otherwise secure for Commerce the right to continue using the product, Subrecipient shall remove the product and refund Commerce the amounts paid in excess of a reasonable fee, as determined by Commerce in its sole and absolute discretion, for past use. Commerce shall not be liable for any royalties.

3. Subrecipient's obligations under the two immediately preceding paragraphs above, with respect to any legal action are contingent upon the State or Commerce giving Subrecipient (1) written notice of any action or threatened action, (2) the opportunity to take over and settle or defend any such action at Subrecipient's sole expense, and (3) assistance in defending the action at Subrecipient's sole expense. Subrecipient shall not be liable for any cost, expense, or compromise incurred or made by the State or Commerce in any legal action without Subrecipient's prior written consent, which shall not be unreasonably withheld.

4. The State and Commerce may, in addition to other remedies available to them at law or equity and upon notice to Subrecipient, retain such monies from amounts due Subrecipient as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against them. The State may set off any liability or other obligation of Subrecipient or its affiliates to the State against any payments due Subrecipient under any Agreement with the State.

#### BB. CONTACT INFORMATION FOR SUBRECIPIENT AND COMMERCE CONTACTS

##### Subrecipient's Payee:

##### Subrecipient's Agreement Manager:

Suwannee County Board of County Commissioners (BOCC)	Greg Scott
13150 80 <sup>th</sup> Terrace	13150 80 <sup>th</sup> Terrace
Live Oak, FL, 32060	Live Oak, FL, 32060
Telephone: 386-590-0780	Telephone: 386-590-0780
Email: gregs@suwcountyfl.gov	Email: gregs@suwcountyfl.gov

##### Commerce's Agreement Manager:

Brianna Mitchell
107 East Madison Street, Caldwell Building
Tallahassee, FL 32399
Telephone: (850) 717-8424
Email: Brianna.mitchell@commerce.fl.gov

#### CC. NOTICES

The Parties' respective contact information is set forth in the immediately preceding paragraph and may be subject to change at the Parties' discretion. If the contact information changes, the Party making such change will notify the other Party in writing. Where the term "written notice" is used to specify a notice requirement

**Agreement No. D0255**

herein, said notice shall be deemed to have been given (i) when personally delivered; (ii) when transmitted via email, if the sender on the same day sends a confirming copy of such notice by certified or registered mail; (iii) the next business day following the day on which the same has been delivered prepaid to a recognized overnight delivery service; or (iv) the third business day following the day on which the same is sent by certified or registered mail, postage prepaid, with return receipt.

*[Rest of page left intentionally blank; Attachments to follow after signature page]*

IN WITNESS THEREOF, and in consideration of the mutual covenants set forth above and in all attachments hereto, the Parties, through their duly-authorized representatives, sign this Agreement and represent and warrant that they understand the Agreement and Attachments' terms and conditions as of the Effective Date.

**DEPARTMENT OF COMMERCE**

**SUWANNEE COUNTY BOCC**

By \_\_\_\_\_  
Signature  
\_\_\_\_\_  
J. Alex Kelly

By \_\_\_\_\_  
Signature  
\_\_\_\_\_  
Travis Land

Title Secretary \_\_\_\_\_

Title BOCC Chairman \_\_\_\_\_

Date \_\_\_\_\_

Date 12/5/2023 \_\_\_\_\_

Federal Tax ID #: 59-6000873 \_\_\_\_\_

Unique ID #: X5JKGZD8PRK4 \_\_\_\_\_

Approved as to form and legal sufficiency, subject only to full and proper execution by the Parties.

**OFFICE OF GENERAL COUNSEL  
DEPARTMENT OF COMMERCE**

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

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

**ATTACHMENT 1  
SCOPE OF WORK**

**1. PROJECT DESCRIPTION:**

Section 288.0655, Florida Statutes ("F.S."), created the Rural Infrastructure Fund ("RIF") to facilitate the planning, preparing, and financing of infrastructure projects in rural communities which will encourage job creation, capital investment, and strengthening and diversification of rural economies by promoting tourism, trade, and economic development.

Section 288.0655(2)(b), F.S., provides that Commerce may award grants for up to 50 percent of the total infrastructure project cost in order to facilitate access to other infrastructure funding programs and local government or private infrastructure funding efforts that induce the location or expansion of specific job creating opportunities in rural communities.

Funds from this Agreement will be used to construct wastewater and water infrastructure improvements at the Suwannee County Catalyst Industrial Park (CIP). The project will consist of building a wastewater treatment plant, collection line system, and spray field. Additionally, the project will also include water system improvements to extend existing water transmission mains to other areas within the CIP.

**2. SUBRECIPIENT RESPONSIBILITIES:** Subrecipient shall, in addition to all other requirements set forth in the Agreement and this Scope of Work, complete the following tasks:

**A. Wastewater Construction**

1. Construct a wastewater treatment plant with the initial capacity of processing 175,000 gallons per day.
2. Construction of a wastewater collection system generally composed of 6-inch and 4-inch force mains, four lift stations, and all other associated componentry.
3. Construct an 80-acre spray field for affluent waste with the initial capacity of processing 175,000 gallons per day.

**B. Water System Infrastructure Improvements**

1. Construction of a water transmission system generally composed of 12-inch, 8-inch, and 6-inch mains and all other associated componentry

**3. COMMERCE'S RESPONSIBILITIES:** Commerce shall receive and review the Deliverables and, upon Commerce's acceptance of the Deliverables and receipt of the Subrecipient's pertinent invoices in compliance with the invoice procedures of this Agreement, Commerce shall process payment to the Subrecipient in accordance with the terms and conditions of this Agreement.

**4. DELIVERABLES:**

Subrecipient agrees to provide the following services as specified:

Deliverable No. 1 – Wastewater Construction		
Tasks	Minimum Level of Service	Financial Consequences

<p>The Subrecipient shall provide Wastewater Construction activities as identified in Section 2.A., which shall be reimbursed upon satisfactory completion of each eligible task as detailed in this Scope of Work.</p>	<p>The Subrecipient may request reimbursement upon 20%, 40%, 60%, 80%, and 100% completion of identified Wastewater Construction listed in Section 2.A. as evidenced by submittal of the invoice(s) noting completed tasks as well as other supporting documentation, as applicable.</p> <p>1) Signed statement by a licensed engineer certifying that the work for which reimbursement is sought is complete.</p> <p>2) Pictures before and after construction.</p>	<p>Failure to perform the Minimum Level of Service shall result in nonpayment for this deliverable for each payment requested.</p> <p>Commerce shall withhold 20% of the total deliverable amount until Subrecipient provides proof to Commerce, and Commerce accepts, that the deliverable is 100% complete.</p>
---	--	---

**Deliverable No. 1 Not to Exceed: \$8,394,000**

**Deliverable No. 2 – Water System Infrastructure Improvements**

Tasks	Minimum Level of Service	Financial Consequences
<p>The Subrecipient shall provide Water System Infrastructure Improvements activities as identified in Section 2.B., which shall be reimbursed upon satisfactory completion of each eligible task as detailed in this Scope of Work.</p>	<p>The Subrecipient may request reimbursement upon 20%, 40%, 60%, 80%, and 100% completion of identified Water System Infrastructure Improvements listed in 2.B. as evidenced by submittal of the invoice(s) noting completed tasks as well as other supporting documentation, as applicable.</p> <p>1) Signed statement by a licensed engineer certifying that the work for which reimbursement is sought is complete.</p> <p>2) Pictures before and after construction.</p>	<p>Failure to perform the Minimum Level of Service shall result in nonpayment for this deliverable for each payment requested.</p> <p>Commerce shall withhold 20% of the total deliverable amount until Subrecipient provides proof to Commerce, and Commerce accepts, that the deliverable is 100% complete.</p>

**Deliverable No. 2 Not to Exceed: \$1,206,000**

**TOTAL AWARD NOT TO EXCEED: \$9,600,000**

**COST SHIFTING:** The deliverable amounts specified within the Deliverables section 4 table above are established based on the Parties' estimation of sufficient delivery of services fulfilling grant purposes under the Agreement in order to designate payment points during the Agreement Period; however, this is not intended to restrict Commerce's ability to approve and reimburse allowable costs Subrecipient incurred providing the deliverables herein. Prior written approval from Commerce's Agreement Manager is required for changes to the above Deliverable amounts that do not exceed 10% of each deliverable total funding amount. Changes that exceed 10% of each deliverable total funding amount will require a formal written amendment request from Subrecipient, as described in the **MODIFICATION** section of the Agreement. Regardless, in no event shall Commerce reimburse costs of more than the total amount of this Agreement.

## 5. REPORTING:

**5.1 Quarterly:** Subrecipient shall provide a quarterly report listing all progress relating to the Deliverables in Section 4. Quarterly reports are due to Commerce within 30 calendar days after the end of each quarter, until submission of the final invoice package. The ending dates for each quarter of the program year are September 30, December 31, March 31, and June 30. The quarterly report shall include a summary of project progress, indicating percentage of completion of each Deliverable, and all additional reports which are required pursuant to this Agreement, including but not limited to, reports documenting the positive return on investment to the State that results from Subrecipient's project and its use of Award Funds. The summary shall also include any issues or events occurring which affect the ability of the Subrecipient to meet the terms of this Agreement. **If all required reports and copies are not sent to Commerce or are not completed in a manner acceptable to Commerce, payments may be withheld until the reports are properly completed or otherwise allowable by law.**

**5.2 Minority and Service-Disabled Veteran Business Enterprise Report:** Subrecipient shall provide a Minority and Service-Disabled Veteran Business Enterprise Report with each invoice summarizing the participation of certified and non-certified minority and service-disabled veteran subcontractors and material suppliers for that period and the project to date. Subrecipient shall include the names, addresses, and dollar amount of each certified and non-certified Minority Business Enterprise and Service-Disabled Veteran Enterprise participant. Commerce's Minority Coordinator can be reached at (850) 245-7455 to answer concerns and questions.

**5.3 Close-out Report:** No later than 90 calendar days after the Agreement ends or is terminated, Subrecipient shall provide an executive summary of the project and verification of the total amount of funding the Subrecipient has received under this Agreement.

**6. INVOICE SUBMITTAL AND PAYMENT SCHEDULE:** Commerce shall pay Subrecipient in accordance with the following schedule in the amount identified per deliverable in Section 4 above. The deliverable amount specified does not establish the value of the deliverable. In accordance with the requirements of s. 215.971(1), F.S., and the **Audit Requirements and Compliance** section of this Agreement, Subrecipient and its subcontractors may only expend funding under this Agreement for allowable costs resulting from obligations incurred during the Agreement period.

**6.1** Subrecipient may provide one invoice per month for all services rendered during the applicable period. Subrecipient shall submit invoices as set forth below to be eligible to receive and retain payment for the performance of duties and completion of deliverables set forth above. Subrecipient shall submit all documentation necessary to support Subrecipient's expenditures. Commerce may request any information from Subrecipient that Commerce deems necessary to verify that Subrecipient has performed the services for which payment is requested. Subrecipient's submission of each invoice package is Subrecipient's certification that it has performed the services and incurred the costs in compliance with all applicable laws and the terms of this Agreement. Subrecipient will provide invoices in accordance with the requirements of the Reference Guide for

State Expenditures available at: [https://myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/state-agencies/reference-guide-for-state-expenditures.pdf?sfvrsn=b4cc3337\\_2](https://myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/state-agencies/reference-guide-for-state-expenditures.pdf?sfvrsn=b4cc3337_2) . Invoices must be legible and must clearly reflect the performance for which payment is sought. Payment does not become due under this Agreement until Commerce accepts and approves the invoiced deliverable(s) and any required report(s). At Commerce's option, Subrecipient may submit invoices electronically. Subrecipient shall submit its final invoice for payment to Commerce no later than 60 days after this Agreement ends and Commerce may, at Commerce's sole and absolute discretion, refuse to honor any requests for payment submitted after this deadline.

**6.2** Invoices must contain Subrecipient's name, address, federal employer identification number or other applicable Subrecipient identification number, the Agreement number, the invoice number, and the invoice period. Subrecipient shall submit the following documents with the itemized invoice:

**6.2.1** A cover letter signed by Subrecipient's Agreement Manager certifying that the costs being claimed in the invoice package: (1) are specifically for the project represented to the State in the budget appropriation;

(2) are for one or more of the components as stated in Section 4, Deliverables, of this Scope of Work; (3) have been paid; and (4) were incurred during the Agreement period;

6.2.2 Subrecipient's invoices shall include the date, period in which work was performed, amount of reimbursement, and work completed to date;

6.2.3 A certification by a licensed engineer using AIA forms G702 and G703, or their substantive equivalents, certifying that the project, or a quantifiable portion of the project, is complete, if applicable to the project;

6.2.4 A copy of all supporting documentation for vendor payments; and

6.2.5 A copy of the cancelled check(s) specific to the project or a copy of the bank statement that includes the cancelled check.

6.3 The State may require any other information from Subrecipient that the State deems necessary to verify that the services have been rendered under the Agreement.

6.4 All documentation necessary to support payment requests must be submitted with Subrecipient's invoice for Commerce's review.

6.5 If the Subrecipient is a county or municipality that is a rural community or rural area of opportunity as those terms are defined in section 288.0656(2), F.S., the payment of submitted invoices may be issued for verified and eligible performance that has been completed in accordance with the terms and conditions set forth in this Agreement to the extent that federal or state law, rule, or other regulation allows such payments. Upon meeting either of the criteria set forth below, the Subrecipient may elect in writing to exercise this provision.

6.5.1 A county or municipality that is a rural community or rural area of opportunity as those terms are defined in section 288.0656(2), F.S., that demonstrates financial hardship; or

6.5.2 A county or municipality that is a rural community or rural area of opportunity as those terms are defined in section 288.0656(2), F.S., and which is located in a fiscally constrained county, as defined in section 218.67(1), F.S. If the grantee meets the criteria set forth in this paragraph, then the Subrecipient is deemed to have demonstrated a financial hardship.

6.6 Subrecipient's invoice and all documentation necessary to support payment requests must be submitted into Commerce's Sub-subrecipient Enterprise Resource Application (SERA). Further instruction on SERA invoicing and reporting, along with a copy of the invoice template, will be provided upon execution of the Agreement.

**7. FINANCIAL CONSEQUENCES FOR FAILURE TO TIMELY AND SATISFACTORILY PERFORM:** Failure to complete all deliverables in accordance with the requirements of this Agreement, and most particularly the deliverables specified above in Section 4, Deliverables, will result in Commerce's assessment of the specified financial consequences. If appropriate, should the Parties agree to a corrective action plan, the plan shall specify additional financial consequences to be applied after the effective date of the corrective action plan. This provision for financial consequences shall in no manner affect Commerce's right to terminate the Agreement as provided elsewhere in the Agreement.

*- End of Attachment 1 (Scope of Work) -*



**Attachment 2**  
**AUDIT REQUIREMENTS**

The administration of resources awarded by Commerce to the Subrecipient (herein otherwise referred to as "Subrecipient") may be subject to audits and/or monitoring by Commerce as described in this Attachment 2.

**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 Commerce staff, limited scope audits as defined by 2 CFR §200.425, or other procedures. By entering into this agreement, the Subrecipient agrees to comply and cooperate with any monitoring procedures or processes deemed appropriate by Commerce. In the event the Commerce determines that a limited scope audit of the Subrecipient is appropriate, the Subrecipient agrees to comply with any additional instructions provided by Commerce staff 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 (CFO) 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 §200.90, §200.64, and §200.70.

1. A Subrecipient that expends \$750,000 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 Commerce by this agreement. In determining the federal awards expended in its fiscal year, the Subrecipient shall consider all sources of federal awards, including federal resources received from Commerce. 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 Subrecipient 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 Subrecipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR §§200.508-512.
3. A Subrecipient that expends less than \$750,000 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 Subrecipient expends less than \$750,000 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 Subrecipient resources obtained from other than federal entities).

**PART II: STATE FUNDED.** This part is applicable if the Subrecipient is a nonstate entity as defined by Section 215.97(2), Florida Statutes.

1. In the event that the Subrecipient expends a total amount of state financial assistance equal to or in excess of \$750,000 in any fiscal year of such Subrecipient (for fiscal years ending June 30, 2017, and thereafter), the Subrecipient 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 Commerce by this agreement. 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 Commerce, 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 Subrecipient 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 Subrecipient 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 Subrecipient 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 Subrecipient's resources obtained from other than state entities).

### **PART III: OTHER AUDIT REQUIREMENTS.**

*(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(8), Florida Statutes, State agencies may conduct or arrange for audits of state financial assistance that are in addition to audits conducted in accordance with Section 215.97, Florida Statutes. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)*

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 Subrecipient 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 Subrecipient directly to each of the following:
  - a. Commerce at each of the following addresses:

Electronic copies (preferred):      or  
[Audit@commerce.fl.gov](mailto:Audit@commerce.fl.gov)

Paper (hard copy):  
 Department of Commerce  
 MSC # 75, Caldwell Building  
 107 East Madison Street  
 Tallahassee, FL 32399-4126

- 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. Copies of reports or the management letter required by Part III of this form shall be submitted by or on behalf of the Subrecipient directly to:

Electronic copies (preferred):  
[Audit@commerce.fl.gov](mailto:Audit@commerce.fl.gov)

or

Paper (hard copy):  
Department of Commerce  
MSC # 75, Caldwell Building  
107 East Madison Street  
Tallahassee, FL. 32399-4126

4. Any reports, management letters, or other information required to be submitted Commerce 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.
5. Subrecipients, when submitting financial reporting packages to Commerce 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 Subrecipient in correspondence accompanying the reporting package.

**PART V: RECORD RETENTION.** The Subrecipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five (5) years from the date the audit report is issued, or five (5) state fiscal years after all reporting requirements are satisfied and final payments have been received, whichever period is longer, and shall allow Commerce, or its designee, CFO, or Auditor General access to such records upon request. The Subrecipient shall ensure that audit working papers are made available to Commerce, or its designee, 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 Commerce. In addition, if any litigation, claim, negotiation, audit, or other action involving the records has been started prior to the expiration of the controlling period as identified above, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the controlling period as identified above, whichever is longer.

*- Remainder of Page Intentionally Left Blank -*

EXHIBIT 1 to Attachment 2

**FEDERAL RESOURCES AWARDED TO THE SUBRECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:**

Federal Project: *U.S. DEPARTMENT OF TREASURY  
CFDA: 21.027 CORONAVIRUS STATE AND LOCAL FISCAL RECOVERY FUNDS  
\$9,600,000.*

COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

1. *ALL REQUIREMENTS OF THIS AGREEMENT.*
2. *PLEASE ALSO NOTE THAT THE TOTAL AMOUNT OF THE RURAL INFRASTRUCTURE FUND AWARD UNDER THIS AGREEMENT IS LIMITED TO \$9,600,000.*
3. *THE SUBSUBRECIPIENT SHALL PERFORM THE OBLIGATIONS AS SET FORTH IN THIS AGREEMENT, INCLUDING ANY ATTACHMENTS OR EXHIBITS THERETO.*
4. *THE SUBSUBRECIPIENT SHALL COMPLY WITH SECTION 603 OF THE AMERICAN RESCUE PLAN ACT (MARCH 11, 2021), REGULATIONS ADOPTED BY TREASURY PURSUANT TO SECTION 603(F) OF THE ACT, AND GUIDANCE ISSUED BY TREASURY REGARDING THESE FUNDS.*
5. *COMMERCE WILL PROVIDE FUNDS TO THE SUBSUBRECIPIENT BY ISSUING ONE OR MORE NOTICE(S) OF SUBGRANT AWARD/FUNDS AVAILABILITY ("NFA") THROUGH COMMERCE'S SUBSUBRECIPIENT ENTERPRISE RESOURCE APPLICATION ("SERA"). EACH NFA WILL INCLUDE SPECIFIC TERMS, CONDITIONS, ASSURANCES, RESTRICTIONS, OR OTHER INSTRUCTIONS APPLICABLE TO THE FUNDS PROVIDED BY THE NFA. THE SUBSUBRECIPIENT SHALL BE GOVERNED BY ALL APPLICABLE LAWS, RULES AND REGULATIONS, INCLUDING, BUT NOT NECESSARILY LIMITED TO, THOSE IDENTIFIED IN AWARD TERMS & CONDITIONS AND OTHER INSTRUCTIONS OF THE SUBSUBRECIPIENT'S NFA. THE SUBSUBRECIPIENT SHALL COMPLY WITH ALL TERMS CONTAINED WITHIN AN NFA AS A CONDITION PRECEDENT TO THE RECEIPT OF FUNDS AND AS AN ONGOING CONDITION TO THE USE AND EXPENDITURE OF THE FUNDS.*

NOTE: *List applicable compliance requirements*

NOTE: 2 CFR § 200.331, as revised, and s. 215.97(5), F.S., require that the information about Federal Programs and State Projects included in Exhibit 1 be provided to the Subrecipient.

*- Remainder of Page Intentionally Left Blank -*

Attachment 3

AUDIT COMPLIANCE CERTIFICATION

Name: Suwanne County BOCC

FEIN: \_\_\_\_\_

Subrecipient's Fiscal Year: \_\_\_\_\_

Contact Person Name and Phone Number: \_\_\_\_\_

Contact Person Email Address: \_\_\_\_\_

- 1. Did Suwanne County BOCC expend state financial assistance, during its fiscal year, that it received under any agreement (e.g., agreement, grant, memorandum of agreement, memorandum of understanding, economic incentive award agreement, etc.) between Suwanne County BOCC and the Department of Commerce (Commerce)?  Yes  No

If the above answer is yes, also answer the following before proceeding to item 2:

Did Suwanne County BOCC expend \$750,000 or more of state financial assistance (from Commerce and all other sources of state financial assistance combined) during its fiscal year?  Yes  No

**If yes, Suwanne County BOCC certifies that it will timely comply with all applicable state single or project-specific audit requirements of s. 215.97, Florida Statutes, and the applicable rules of the Department of Financial Services and the Auditor General.**

- 2. Did Suwanne County BOCC expend federal awards, during its fiscal year that it received under any agreement (e.g., agreement, grant, memorandum of agreement, memorandum of understanding, economic incentive award agreement, etc.) between Suwanne County BOCC and Commerce?  Yes  No

If the above answer is yes, also answer the following before proceeding to execution of this certification:

Did Suwanne County BOCC expend \$750,000 or more in federal awards (from Commerce and all other sources of federal awards combined) during its fiscal year?  Yes  No

**If yes, Suwanne County BOCC certifies that it will timely comply with all applicable single or program-specific audit requirements of 2 CFR Part 200, Subpart F, as revised.**

**By signing below, I certify, on behalf of Suwanne County BOCC, that the above representations for items 1 and 2 are true and correct.**

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name of Authorized Representative

\_\_\_\_\_  
Title of Authorized Representative

**Attachment 4**  
**Program Special Conditions**

The following sections provide a general summary of compliance responsibilities under applicable federal statutes and regulations, including the Uniform Guidance, as described in the 2022 OMB Compliance Supplement Part 3. Compliance Requirements. Note that the descriptions below are only general summaries and all Subrecipients and Sub-subrecipients of the Coronavirus State and Local Fiscal Recovery Funds (SLFRF) are advised to carefully review the Uniform Guidance requirements and any additional regulatory and statutory requirements applicable to the program.

The Suwanne County BOCC agrees to, and, by signing this Agreement, certifies that, it shall comply with all applicable Federal, State, and local laws, regulations, and policies governing the funds provided under this Agreement, including, but not limited to the following:

**1. Allowable Costs/Cost Principles.**

As outlined in the Uniform Guidance at 2 CFR Part 200, Subpart E regarding Cost Principles, allowable costs are based on the premise that a Subrecipient is responsible for the effective administration of Federal awards, application of sound management practices, and administration of Federal funds in a manner consistent with the program objectives and terms and conditions of the award. As such, the Department will implement robust internal controls and effective monitoring of Subrecipients to ensure compliance with the Cost Principles, which are important for building trust and accountability. SLFRF Funds may be, but are not required to be, used along with other funding sources for a given project. Note that SLFRF Funds may not be used for a non-Federal cost share or match where prohibited by other Federal programs, e.g., funds may not be used for the State share for Medicaid.

**2. Cash Management.**

SLFRF payments made to Subrecipients are not subject to the requirements of the Cash Management Improvement Act and Treasury's implementing regulations at 31 CFR part 205 or 2 CFR 200.305(b)(8)-(9). All interest earnings must be reported quarterly and may be required to be remitted back to the State.

**3. Equipment and Real Property Management.**

Any purchase of equipment or real property with SLFRF funds (as approved by the Department) must be consistent with the Uniform Guidance at 2 CFR Part 200, Subpart D. Equipment and real property acquired under this program must be used for the originally authorized purpose. Consistent with 2 CFR 200.311 and 2 CFR 200.313, any equipment or real property acquired using SLFRF funds shall vest in the non-Federal entity. Any acquisition and maintenance of equipment or real property must also be in compliance with relevant laws and regulations.

**4. Program Income.**

Generally, 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 and principal and interest on loans made with Federal award funds. Program income does not include interest earned on advances of Federal funds, rebates, credits, discounts, or interest on rebates, credits, or discounts. Subrecipients of SLFRF funds should calculate, document, and record the organization's program income. Additional controls that your organization should implement include written policies that explicitly identify appropriate allocation methods, accounting standards and principles, compliance monitoring checks for program income calculations, and records. The Uniform Guidance outlines the requirements that pertain to program income at 2 CFR 200.307. Program income must be reported quarterly.

**5. Reporting.**

All Sub-subrecipients of federal funds must complete financial, performance, and compliance reporting. Expenditures may be reported on a cash or accrual basis, as long as the methodology is disclosed and consistently applied. Reporting must be consistent with the definition of expenditures pursuant to 2 CFR 200.1. Commerce and Sub-subrecipients will appropriately maintain accounting records for compiling and reporting accurate, compliant financial data, in accordance with appropriate accounting standards and principles.

**6. Award Terms and Conditions.****A. Civil Rights Compliance**

Subrecipients of Federal financial assistance from the Treasury are required to meet legal requirements relating to nondiscrimination and nondiscriminatory use of Federal funds. Those requirements include ensuring that entities receiving Federal financial assistance from the Treasury do not deny benefits or services, or otherwise discriminate on the basis of race, color, national origin (including limited English proficiency), disability, age, or sex (including sexual orientation and gender identity), in accordance with the following authorities: Title VI of the Civil Rights Act of 1964 (Title VI) Public Law 88-352, 42 U.S.C. 2000d-1 et seq., and the Department's implementing regulations, 31 CFR part 22; Section 504 of the Rehabilitation Act of 1973 (Section 504), Public Law 93-112, as amended by Public Law 93-516, 29 U.S.C. 794; Title IX of the Education Amendments of 1972 (Title IX), 20 U.S.C. 1681 et seq., and the Department's implementing regulations, 31 CFR part 28; Age Discrimination Act of 1975, Public Law 94-135, 42 U.S.C. 6101 et seq., and the Department implementing regulations at 31 CFR part 23. In order to carry out its enforcement responsibilities under Title VI of the Civil Rights Act, Treasury will collect and review information from Subrecipients to ascertain their compliance with the applicable requirements before and after providing financial assistance. Treasury's implementing regulations, 31 CFR part 22, and the Department of Justice (DOJ) regulations, Coordination of Non-discrimination in Federally Assisted Programs, 28 CFR part 42, provide for the collection of data and information from Subrecipients (see 28 CFR 42.406). Treasury may request that Subrecipients submit data for post-award compliance reviews, including information such as a narrative describing their Title VI compliance status.

- B. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.
- C. States must also ensure that every contract includes the applicable contract clauses required by 2 CFR section 200.327 (Appendix II to Part 200).
- D. Furthermore, among other requirements contained in 2 CFR 200, Appendix II, all contracts made by a Subrecipient or Sub-subrecipient in excess of \$100,000 with respect to capital expenditures that involve employment of mechanics or laborers must include a provision for compliance with certain provisions of the Contract Work Hours and Safety Standards Act, 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR part 5).
- E. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.
- F. Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.
- G. New Restrictions on Lobbying, 31 C.F.R. Part 21.
- H. Subrecipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.

- I. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.
- J. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability.
- K. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance.
- L. Generally applicable federal environmental laws and regulations.

## 7. Procurement

Sub-subrecipients are responsible for ensuring that any procurement using SLFRF funds, or payments under procurement contracts using such funds are consistent with the procurement standards set forth in the Uniform Guidance at 2 CFR 200.317 through 2 CFR 200.327, as applicable. The Uniform Guidance establishes in 2 CFR 200.319 that all procurement transactions for property or services must be conducted in a manner providing full and open competition, consistent with standards outlined in 2 CFR 200.320, which allows for non-competitive procurements only in circumstances where at least one of the conditions below is true: the item is below the micro-purchase threshold; the item is only available from a single source; the public exigency or emergency will not permit a delay from publicizing a competitive solicitation; or after solicitation of a number of sources, competition is determined inadequate. Sub-subrecipients must have and use documented procurement procedures that are consistent with the standards outlined in 2 CFR 200.317 through 2 CFR 200.320. The Uniform Guidance requires an infrastructure for competitive bidding and contractor oversight, including maintaining written standards of conduct and prohibitions on dealing with suspended or debarred parties. Your organization must ensure adherence to all applicable local, State, and federal procurement laws and regulations.

Eligible activities for SLFRF funds appropriated to the Rural Infrastructure Fund (RIF) statewide program include planning and construction for necessary investments in water, sewer, or broadband Internet infrastructure. The U.S. Department of the Treasury considers an investment in water, sewer, or broadband Internet infrastructure to be necessary if it is (1) responsive to an identified need to achieve or maintain an adequate minimum level of service and (2) a cost-effective means for meeting that need, taking into account available alternatives (87 Federal Register Page 4409).

- A. The Subrecipient shall demonstrate that progress is being made in completing project activities in a timely fashion.
  - a) Within 120 calendar days of the subgrant award, the Subrecipient shall request approval for all professional service contracts
- B. The Subrecipient shall not exclude any firm from submitting a bid or proposal for any work funded partially or wholly with RIF funds based on a minimum experience requirement. However, a firm's experience can be considered as an evaluation factor in the ranking for professional services and taken into account in evaluating the "responsibility" of a firm when determining the "low, responsive, responsible bidder" for services procured through bids, as required by 2 C.F.R. § 200.319(a).
- C. RIF procurement for consultant services and construction activities requires public notice in a newspaper of general circulation in the county where the Subrecipient is located. The public notice shall include the following criteria for the procurement process to meet legal requirements and be approved:
  - a) The public notice must be published at least 12 days before the deadline for receipt of the proposals or bids. For construction activities, the public notice period shall conform to section 255.0525, F.S. regarding the numbers of days between publishing the notice and bid opening;



- b) Nothing in subparagraphs a., b., or c., above shall preclude the Subrecipient from using additional media to solicit bids related to procurement of professional services and construction activities;
- D. A written evaluation, such as a ranking sheet or narrative, shall be prepared for each proposal, ranking, or comparing each proposal to the criteria in the published RFP.
- E. For construction procurement, if other funding sources will be included in the bid documents, the activities to be paid for with RIF funds must be shown separately so that the bid proposal identifies the RIF activities and the amount of the contract to be reimbursed with RIF funding.
- F. Construction contracts shall be awarded to the low, responsive and responsible bidder. If all bids exceed the available funds, the Subrecipient can apply one or more deductive bid alternates to determine the low, responsive and responsible bidder. The Subrecipient can reject all bids if they exceed the available funds and republish the notice.
- G. The Subrecipient shall request approval of all professional services contracts and/or agreements that will be reimbursed with RIF funds. Copies of the following procurement documents must be provided to Commerce for review:
- a) A copy of the Request for Proposals (RFP);
  - b) A copy of the RFP advertisement, including an affidavit of publication from the newspaper;
  - c) A list of entities to whom a notification of the RFP was provided by mail or fax (if applicable);
  - d) Documentation of all efforts to get MBE/WBE firms to submit proposals;
  - e) For engineering/architecture contracts, a list of firms that submitted a proposal (only if short-listing procedure was used);
  - f) Completed and signed final evaluation/ranking forms for all firms submitting a proposal and a scoring summary sheet;
  - g) A copy of a cost analysis for all procurements of engineering services;
  - h) A copy of the minutes from the commission/council meeting approving contract award;
  - i) A copy of the proposed contract;
  - j) Truth-in-Negotiation certification (if not in the contract) for engineering contracts over \$150,000;
  - k) If a protest was filed, a copy of the protest and documentation of resolution;
  - l) The Subrecipient shall request Commerce's approval of a single source procurement if only one firm was considered, and the contract exceeds \$35,000. The Subrecipient shall not enter into a contract to be paid with RIF funds based on a sole source or single proposal procurement without prior written approval from Commerce. Failure to secure prior written approval shall relieve Commerce of any obligation to fund the said procurement contract or agreement. Commerce shall disallow any payments to the Subrecipient to fund any contract or agreement based on a sole source or single proposal procurement for which the Subrecipient has not obtained Commerce's approval; and
  - m) If a regional planning council or another local government is selected to administer subgrant activities, the Subrecipient shall submit only a copy of the contract or agreement and cost analysis information.
    - i. Commerce will either approve the procurement or notify the Subrecipient that the procurement cannot be approved because it violates State, Federal, or local procurement guidelines.
    - ii. The Subrecipient shall notify Commerce in writing no later than 90 calendar days from the effective date of this agreement if it will not be procuring any professional services or if it will be using non-RIF funds to pay for professional services.

- H. The Subrecipient shall also furnish Commerce, prior to soliciting bids or proposals, a copy of bid documents for services and/or materials to provide those services and/or materials for construction activities when the bids are expected to exceed \$35,000. Additionally, the Subrecipient shall not publish any request for bids for construction purposes or distribute bid packages until Commerce has provided its written acceptance of the engineering specifications, construction plans, and bid documents.
- I. For each procured construction contract or agreement for RIF funding will be requested, the Subrecipient shall submit the following procurement documents:
- a) A copy of the bid advertisement, including an affidavit of publication;
  - b) Documentation of the Subrecipient's efforts made to inform minority- and woman-owned businesses of the opportunity to bid on the construction contract;
  - c) A copy of the bid tabulation sheet;
  - d) A copy of the engineer's recommendation to award;
  - e) A letter requesting sole source approval, if applicable;
  - f) A copy of the bid bond (five percent of the bid price) for the prime contractor(s) selected to do the work.
- J. Each Subrecipient shall maintain a list of certified minority-owned business enterprises (MBE) and women-owned business enterprises (WBE) that operate in its region. The Subrecipient shall use this list to solicit companies to bid on RIF-funded construction activities and shall provide a copy of the list to the prime contractor(s) to use when it hires subcontractors and consultants. The Department of Management Services maintains a list of certified minority and women-owned businesses that can be used to develop a local MBE/WBE list at the following website: <https://osd.dms.myflorida.com/directorries>.

**8. Labor Standards.**

For constructions contracts-RIF grant Sub-subrecipients must also comply with all applicable federal, state, and local laws, rules, regulations, and policies, including:

- A. Federal Fair Labor Standards Act of 1938, as amended (29 U.S.C. §§ 201-219);
- B. Davis-Bacon Act of 1931, as amended (§§ 3141-3148) and Labor Standards Provisions of 29 C.F.R. part 5;
- C. Copeland "Anti-Kickback" Act (18 U.S.C. § 874); and
- D. Contract Work Hours and Safety Standards Act of 1962, as amended (40 U.S.C. §§ 3701-3708)

**9. Match Documentation.**

Subrecipients must provide documentation of match or other funds committed to the project prior to the award of grant funds. This may include copies of grant award letters from third parties, letters of commitment of funds from Subrecipient (local government), letters of commitment of funds from other public or private entities (new or expanding businesses, economic development organizations, etc.).

**10. Allowable Expenses.**

Eligible uses of funds include planning and construction of necessary improvements to public wastewater, water, stormwater, and broadband internet infrastructure. All project expenses must be approved by Commerce as evidenced by a fully executed written grant agreement. This includes compliance with the Department of Financial Services' Reference Guide for State Expenditures:

[https://myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/state-agencies/reference-guide-for-state-expenditures.pdf?sfvrsn=b4cc3337\\_2](https://myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/state-agencies/reference-guide-for-state-expenditures.pdf?sfvrsn=b4cc3337_2) and the Uniform Administrative Requirements outlined in 2 CFR part 200.

Costs for planning and design of the project are also eligible uses of RIF funding and are considered direct costs. Any costs reimbursed with RIF funds must be reasonable and allowable, as described in 2 C.F.R Part 200.404-405, and other federal guidelines. Pre-award costs, as defined in 2 C.F.R. Part 200.458, may not be paid with RIF funds.

Additionally, all expenses must be necessary and reasonable for the Scope of Work outlined in the grant agreement and must be specifically and clearly detailed in the project budget submitted with the scope of work.

The RIF is a cost reimbursement grant program. All expenses must be incurred within the grant period. Final reimbursement of expenditures must be submitted with 60 days of the grant period end date.

**11. Non-Allowable Expenses**

**Non-allowable expenses include:**

- A. Expenditures not included in the grant agreement scope of work.
  - B. Expenses incurred outside of the grant period.
  - C. Expenses incurred through procurements not in compliance with 2 C.F.R. 200, 31 C.F.R. Part 35, or other required federal guidelines.
12. Section 603 of the American Rescue Plan Act (March 11, 2021), regulations adopted by Treasury pursuant to section 603(f) of the Act, and guidance issued by Treasury regarding the foregoing.
13. The Subrecipient also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and The Subrecipient shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this award.
14. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Non-procurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.
15. Hatch Act. Subrecipient agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328).
16. False Statements. Subrecipient understands that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.
17. Publications. Any publications produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to [name of Subrecipient] by the U.S. Department of the Treasury."
18. **Disclaimer.**

- A. The acceptance of this award by the Subrecipient does not in any way establish an agency relationship between the United States and Subrecipient.**

19. Protections for Whistleblowers.

- A. In accordance with 41 U.S.C. § 4712, Subrecipient may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant. This includes a management official or other employee of the Subrecipient, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.
- B. Subrecipient shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

# **SUWANNEE COUNTY**

## **Administration**

### **Executive Summary**

#### **Objective:**

Approval of Ring Power lease for six (6) CAT 120 motor graders for 2-yr term

#### **Considerations:**

- On 5/2/2023 the Board approved ordering six (6) replacement motor graders for equipment that must be returned in Nov 2023.
- Ring Power has delivered the replacement motor graders and has prepared a 2-yr lease agreement for the new units.
- The annual lease payment per unit is \$59,384 and the combined annual payment for all six units is \$356,304.
- Funding for the lease of the new units was included in the FY 2023-24 budget.

#### **Budget Impact:**

- No budget impact

#### **Recommendation:**

- Respectfully request the Board to approve the Ring Power lease (Suw Co Agmt #2023-55) pending County Attorney review/recommendation
- Authorize the County Administrator to execute all documents associated with the lease agreement

Respectfully submitted,

Greg Scott,

County Administrator



500 World Commerce Parkway  
 St. Augustine, FL 32092  
 904-494-1101

## Document Checklist and Instructions – Governmental Lease Agreement

These documents were prepared especially for: Suwannee County BOCC

Documents	Instructions for Completing
Lease Contract	<input type="checkbox"/> Sign on Page 6, Print Name, Title, Date
Delivery Certification	<input type="checkbox"/> Fill in Location, <input type="checkbox"/> Fill in Possession Date <input type="checkbox"/> Sign <input type="checkbox"/> Print Title, Name and Date Signed
Insurance (Contract will not be funded until approved Cert of Ins. Is received)	<input type="checkbox"/> Complete the form with the agent information. <input type="checkbox"/> Send form to your agent <input type="checkbox"/> Sign, Print Name, Date
Customer Information Verification	<input type="checkbox"/> Review information for accuracy and make corrections as needed. <input type="checkbox"/> Please be sure we have an email address for the person to contact regarding accounts payable. <input type="checkbox"/> Initial
Personal Verification Form	<input type="checkbox"/> This form should be completed by your Ring Power Sales Representative <input type="checkbox"/> <b>OR</b> enclose a copy of signer's driver's license.
Amortization Schedule	<input type="checkbox"/> For your records – helpful at tax time
Machine Repurchase Agreement	<input type="checkbox"/> Please Sign as Customer Representative <input type="checkbox"/> Insert Name, Title and Date
Equipment Application Survey	<input type="checkbox"/> Must fill in Current Hours <input type="checkbox"/> Check off items included – see listed items <input type="checkbox"/> Sign, Print Name, Title and Date

Sales Representative: Todd Sandlin

**NOTE:**

**Payment options:** You can pay by via check, ACH (form attached) or online customer portal.

If you want to use our online customer portal, please use this link:

**<https://regions.billeriq.com/ebpp/RingInvest/Login/Index>.**

If you have any questions regarding completion of these documents, please call 904.494.1101. Thank you.

**RING INVESTMENTS, LLC  
GOVERNMENTAL LEASE-OPTION TO PURCHASE AGREEMENT**

**LESSEE:** Suwannee County BD of Commissioners  
**ADDRESS:** 13150 80<sup>th</sup> Terrace, Live Oak, FL 32064

**LESSOR:** RING INVESTMENTS, LLC  
**ADDRESS:** 500 World Commerce Pkwy, St. Augustine, FL 32092

Lessor, in reliance on Lessee's selection of the equipment described below ("Unit" or "Units"), agrees to acquire, lease, and let the Units described below to Lessee, and provide Lessee an option to purchase the Units at the end of the lease term, and Lessee agrees to rent, lease, hire and/or purchase the Units from Lessor.

**Description of Unit(s)**

1. New CAT 120 LVR XSlope Motor Grader s/n Y9A00914
2. New CAT 120 LVR XSlope Motor Grader s/n Y9A00919
3. New CAT 120 LVR XSlope Motor Grader s/n Y9A00921
4. New CAT 120 LVR XSlope Motor Grader s/n Y9A00922
5. New CAT 120 LVR XSlope Motor Grader s/n Y9A00927
6. New CAT 120 LVR XSlope Motor Grader s/n Y9A00928

Location of Unit(s): Suwannee County.

**PAYMENT TERMS:**

Lease Payments are defined as the amount of principal plus interest due Lessor for each piece of Unit at each periodic interval. If Lessor does not receive a Lease Payment on the date it is due, Lessee shall pay to the Lessor, on demand and in addition to all amounts then due and owing, a late payment charge equal to five percent (5%) of the payment not paid when due or the highest charge allowed by law, whichever is less.

**Two (2) years Lease Term  
3000 Hours (1500 Annually)**

Lessee shall pay to Lessor the sum of Two (2) Lease Payments of \$356,304.00 (Three hundred fifty-six thousand three hundred four and 00/100 dollars) each. The first Lease Payment shall be due and payable upon signing followed by One (1) successive annual Lease Payment of \$356,304.00 (Three hundred fifty-six thousand three hundred four and 00/100 dollars) which shall be due and payable on the anniversary of the first Lease Payment. Lessee may exercise its option to purchase any of the unit(s) upon 30 days prior written notice to Lessor and payment up to \$1,074,000.00 (One million seventy-four thousand and 00/100) for all units, plus all other amounts then owing hereunder.

The payment amounts for all Units are listed on the Payment Schedule attached hereto and incorporated herein by reference ("Schedule A").

**ADDITIONAL TERMS AND CONDITIONS**

**1. LEASE TERM; NON-APPROPRIATIONS:** The Lease term for each Unit shall commence on its "Delivery Date" (which is the later of the date on which (a) Lessor executes this Lease, (b) Lessee or its agent receives possession or takes control of the Unit) and shall continue through the last day of Lessee's fiscal year in which the Delivery Date occurs and, thereafter, shall automatically be extended for successive annual periods coinciding with Lessee's fiscal years. Within seven days following the Delivery Date of each Unit, Lessee shall execute and deliver to Lessor a Delivery Supplement using Lessor's standard form. In the event no funds or insufficient funds are appropriated and budgeted or are otherwise not available in any fiscal year for payments due under this Lease, Lessee will immediately notify Lessor of such occurrence and this Lease shall terminate on the last day of the fiscal year for which appropriations were received without penalty or expense to Lessee, except as to the portions of payments herein agreed upon for which funds shall have been appropriated and budgeted or are otherwise available and except to the extent Lessee has not properly returned the Units to Lessor. Lessee shall continue to make lease payments until the Units are properly returned. Notwithstanding the foregoing, Lessee agrees that, to the extent permitted by law, it will not cancel the Lease under the provisions of this Section 1 if any funds are appropriated to it or by it for the acquisition, retention or operation of the Units or other equipment performing functions similar to the Units for the fiscal year in which termination occurs or the next succeeding fiscal year.

**2. PAYMENTS; NET LEASE:** During the Lease term, Lessee shall pay Lessor as stated in the above Payment Terms and according to the Payment Schedule shown in Schedule A. Further, upon execution of this Lease, Lessee shall pay Lessor an amount equal to the sum total of the first Lease Payments for all Units (\$356,304.00). This Lease is a net lease, and Lessee shall not be entitled to any abatement or reduction of payment or any setoff against payment, whether arising by reason of any past, present or future claims of any nature by Lessee against Lessor or otherwise. Except as otherwise expressly provided herein, the obligations of Lessor and Lessee shall not be affected by any defect in, damage to, loss of possession or use of any Unit, however caused, by the attachment of any lien or other claim to any Unit, by any interference with Lessee's use of the Unit, for any cause, other than Lessor's failure to satisfy Lessor's Total Maintenance & Repair obligations under this Lease, whether similar or dissimilar to the foregoing, any present or future law to the contrary notwithstanding.

**3. DISCLAIMER OF WARRANTIES:** Lessee acknowledges and agrees that Lessor is not the manufacturer of the Unit(s) and that Lessee has selected each Unit based on Lessee's own judgment without any reliance whatsoever on any statements or representations made by Lessor. AS BETWEEN LESSOR AND LESSEE, THE UNIT (S) ARE PROVIDED "AS IS" WITHOUT ANY WARRANTIES OF ANY KIND. LESSOR HEREBY EXPRESSLY DISCLAIMS a) ALL WARRANTIES OF MERCHANTABILITY, b) ALL WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, AND c) ALL WARRANTIES AGAINST INFRINGEMENT OR THE LIKE. Lessor assigns to Lessee its interest in any of the manufacturer's warranties on the Unit(s).

**4. POSSESSION, USE AND MAINTENANCE:** Lessee shall not (a) use, operate, maintain or store any Unit improperly, carelessly, unsafely or in violation of any applicable law or regulation or for any purpose other than in the conduct of Lessee's business; (b) abandon any Unit; (c) sublease any Unit, permit the use of any Unit by anyone other than Lessee, change the use of any Unit from that specified in the attached Application Survey/Usage Rider, or change the location of any Unit from that specified above, without the prior written consent of Lessor, or (d) sell, assign or transfer, or directly or indirectly create or suffer to exist any lien, claim, security interest or encumbrance on any of its rights hereunder or in any Unit. The Units are and shall remain personal property irrespective of their use or manner or attachment to realty. Upon prior notice to Lessee, Lessor or its agent shall have the right (but not the obligation) at all reasonable times to inspect any Unit and maintenance records relating thereto. Lessee shall, at its expense and at all times during the Lease term, maintain the Units in good operating order, repair and condition and shall perform maintenance at least as frequently as set forth in any applicable operator's guide service manual, and lubrication and maintenance guide for the Units. Lessee shall not alter any Unit or affix any accessory or equipment to any Unit if such alteration or addition would impair the originally intended function or use or reduce the value of such Unit. Any alteration or addition to any Unit shall be the responsibility of and at the sole risk of Lessee. All parts, accessories and equipment affixed to any Unit shall be subject to the security interest of Lessor



granted hereunder. If Lessor supplies Lessee with labels stating that the Unit is leased from Lessor, Lessee shall affix and keep them in a prominent place on the Unit.

**5. LESSEE'S REPRESENTATION AND WARRANTIES:** Lessee represents and warrants to Lessor that (a) Lessee is a fully constituted political subdivision or agency duly organized and existing under the Constitution and laws of the state where the Units will be located; (b) Lessee has the power to enter into and perform this Lease and has taken all necessary and appropriate action to authorize the execution, delivery and performance hereof; (c) this Lease constitutes a valid and legally binding and enforceable obligation of Lessee; (d) the interest payable by Lessee hereunder is excludable from income for Federal income taxation purposes pursuant to Section 103 of the Internal Revenue Code of 1986, as amended (the "Code"); and (e) Lessee has sufficient appropriations or other funds available to pay all amounts due hereunder for the current fiscal year and reasonably believes that funds can be obtained sufficient to make all payments during the term of this Lease. Lessee represents that the use of the Units is essential to Lessee's proper, efficient and economic operation. Lessee acknowledges and agrees that the payments have been calculated by Lessor assuming that the interest portion of each payment is excludable from gross income for Federal income taxation purposes. Lessee represents, warrants and covenants that: (a) Lessee will comply with the information reporting requirements of Section 149(e) of the Code, as the same may be amended from time to time, and such compliance shall include, but not be limited to the execution of information statements requested by Lessor; (b) Lessee will not do or cause to be done any act that will cause, or by omission of any act allow, the Lease to be an arbitrage bond within the meaning of Section 148(a) of the Code; (c) Lessee will not do or cause to be done any act that will cause, or by omission of any act allow this Lease to be a private activity bond within the meaning of Section 141(a) of the Code; (d) Lessee will timely pay to the extent of available funds, amounts required to be rebated to the United States pursuant to Section 148(f) of the Code; (e) Lessee will not do or cause to be done any act that will cause, or by omission of any act allow, the interest portion of the payments to be or become includable in gross income for Federal income taxation purposes under the Code; and (f) Lessee will be the exclusive user and operator of the Units.

**6. TAXES:** Lessee agrees to promptly pay or reimburse Lessor for all fees and taxes of any nature, together with any penalties, fines or additions to tax, or interest thereon (all of the foregoing hereafter the "Impositions"), arising at any time prior to, during or subsequent to and associated with, the Lease term and levied by any taxing authority with respect to or in connection with any Unit, excluding, however, taxes measured by Lessor's net income (of but not excluding any net income taxes that, by the term of the statute imposing such tax, expressly relieve Lessee or Lessor from the payment of any Impositions that Lessee would otherwise be obligated to pay or reimburse). If Lessor is not entitled to a corresponding and equal deduction with respect to any Imposition that Lessee is required to pay or reimburse and such payment or reimbursement constitutes income to Lessor, then Lessee shall also pay to Lessor the amount of any Impositions that Lessor is obligated to pay in respect of (a) such payment or reimbursement by Lessee and (b) any payment by Lessee made pursuant to this sentence. Lessee shall prepare and file, in a manner satisfactory to Lessor, any reports or returns that may be required with respect to the Units. For purposes of this Section, "Lessor" shall include any affiliated group, within the meaning of Section 1504 of the Code, of which Lessor is a member for any year in which a consolidated or combined income tax return is filed for the affiliated group.

**7. LOSS OR DAMAGE; INSURANCE:** Lessee assumes all risks and liabilities of loss, damage or Casualty Occurrence (as hereinafter defined) for any cause whatsoever, for condemnation of any Unit prior to, during or subsequent to and associated with, (until the Unit is returned to Lessor pursuant to Section 10) the Lease term. Subject to the limitations of Section 768.28, Florida Statutes, Lessee shall be responsible for injury to or death of any person or damage to any property arising out of or incident to Lessee's possession, use, operation, condition or storage of the Unit. If any Unit becomes damaged, from any cause whatsoever, Lessee shall give Lessor prompt notice thereof. If Lessor reasonably determines that such damage is not irreparable, then Lessee shall, at its expense, promptly restore the Unit to the condition required by Section 4 above, unless that damage was caused by Lessor, in which event, Lessor shall, at its expense, promptly restore the Unit to the condition required by Section 4 above. If any Unit becomes worn out, lost, stolen, destroyed or irreparably damaged (as reasonably determined by Lessor) from any cause whatsoever other than acts of Lessor, or taken by condemnation or otherwise (any such

occurrence herein referred to as a "Casualty Occurrence") prior to, during or subsequent to (until the Unit is returned to Lessor pursuant to Section 10) the Lease term, Lessee shall give Lessor prompt notice thereof. In the event of a Casualty Occurrence, Lessee shall pay to Lessor, on the earlier of (a) the first payment date following such Casualty Occurrence or (b) thirty (30) days following such Casualty Occurrence, a sum (the "Termination Value") equal to (a) the "Beginning Balance" (as specified in the attached Payment Schedule) as of the next payment due following such Casualty Occurrence, plus (b) the amount of the interest portion (as specified in the Payment Schedule) of the next payment due following such Casualty Occurrence multiplied times a fraction the numerator of which is the number of days from the later of (a) the Delivery Date of the Unit or (b) the due date of the payment immediately preceding such Casualty Occurrence until the due date of the payment due hereunder in respect of such Casualty Occurrence and the denominator of which is 360. Lessee, at its expense, shall keep each Unit insured against all risks for not less than the applicable Beginning Balance with respect to such Unit and shall maintain comprehensive public liability insurance covering each Unit for not less than \$1,000,000 for combined coverage for bodily injury and property damage. All insurance shall (a) be in a form and with such companies as Lessor shall approve, (b) specify Lessor (or its designee) as their interest may appear as Additional Insured (as allowed under Section 768.28, Florida Statutes), (c) be primary, without right of contribution from any other insurance carried by Lessor, (d) provide that such insurance may not be cancelled or altered so as to affect the interest of Lessor without at least thirty (30) days' prior written notice to Lessor, and (e) name Lessor (or its designee) as loss payee. Lessee agrees to notify Lessor of any occurrence that may become the basis of an insurance claim hereunder and not to make any adjustments with insurers without Lessor's prior written consent. Prior to the first Delivery Date of any Unit, Lessee shall deliver to Lessor satisfactory evidence of such insurance coverage.

**8. WAIVER AND INDEMNITY: WITHOUT WAIVING ITS SOVEREIGN IMMUNITY AND SUBJECT TO THE LIMITATIONS OF SECTION 768.28, FLORIDA STATUTES, LESSEE HEREBY AGREES TO RELEASE, DEFEND, INDEMNIFY AND HOLD HARMLESS LESSOR, ITS DIRECTORS, OFFICERS, EMPLOYEES, AGENTS AND ASSIGNS FROM AND AGAINST ANY CLAIMS FOR PERSONAL INJURY AND PROPERTY DAMAGE ARISING OUT OF, CAUSED BY, OR RELATING TO USE AND OPERATION OF A UNIT BY LESSEE. UNDER NO CONDITION OR CAUSE OF ACTION SHALL LESSOR BE LIABLE TO LESSEE FOR ANY LOSS OF ACTUAL OR ANTICIPATED BUSINESS OR PROFITS OR LOSS OF USE OR ANY SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES.**

**9. EVENTS OF DEFAULT; REMEDIES:** Each of the following shall constitute an "Event of Default" hereunder: (a) Lessee shall fail to make any payment to Lessor when due; (b) any representation or warranty of Lessee contained herein or in any document furnished to Lessor in connection herewith shall be incorrect or misleading when made; (c) Lessee shall fail to observe or perform any other covenant, agreement or warranty made by Lessee hereunder and such failure shall continue for ten (10) days after written notice thereof to Lessee; (d) Lessee shall fail to make any payment on its bonded indebtedness when due; or (e) there shall be a default by Lessee under any other agreement between Lessor and Lessee. If any Event of Default shall occur, Lessor, at its option, may (a) proceed by appropriate court action(s) to enforce this Lease or to recover damages for the breach thereof; (b) by notice in writing to Lessee, terminate this Lease, but Lessee shall remain liable as herein provided, and upon there Lessor may, at its option do any one or more of the following: (b-1) recover forthwith from Lessee (i) any and all amounts then due under this Lease or that may have accrued to the date of such termination (ii) as damages for loss of the bargain and not as penalty, a sum equal to the payments due with respect to the Units and additional security during the balance of the fiscal year, and (iii) any additional damages and expenses sustained by Lessor by reason of the breach of any covenant, representation or warranty contained in this Lease other than for the payment of amounts due hereunder; (b-2) enforce the security interest given hereunder, (b-3) without notice, liability or legal process, enter upon the premises where any of the Units or additional security may be and take possession thereof and (b-4) require Lessee to return the Units and additional security as provided in Section 10. Lessor shall have all rights given to a secured party by law. Provided Lessor receives possession of the Units and additional security following an Event of Default, Lessor may, at its option, undertake commercially reasonable effort to sell or re-lease the Units and additional security, and the proceeds of any such sale or re-lease shall be

applied: first, to reimburse Lessor for all reasonable expenses of retaking, holding, preparing for sale or re-lease and selling or re-leasing the Units and additional security, including all taxes and reasonable attorney's fees and expenses; second, to the extent not previously paid by Lessee, to pay Lessor all amounts, except those specified below, which under the terms of this Lease are due or have accrued as of the date of Lessor's receipt of said proceeds; third, to pay all late charges pursuant to Section 2 hereof; and fourth, to pay Lessor the applicable Termination Value with respect to the Units. Any surplus shall be paid to the person entitled thereto. Lessee shall promptly pay any deficiency to Lessor. Lessee acknowledges that sales for cash or on credit to a wholesaler, retailer or user of the Units are commercially reasonable. Lessee agrees to pay all reasonable attorney's fees and expenses or the actual attorney fees paid by Lessor to its attorney, which ever is greater, plus the allowed costs of in house counsel, plus all costs of collection and all other costs and expenses that may be incurred in connection with trial or appellate proceedings or a bankruptcy case by Lessor in enforcing this Lease. The remedies herein provided shall be cumulative and in addition to all other remedies at law or in equity; provided, however, Lessor shall not be entitled to recover a greater amount in damages than Lessor could have gained through Lessee's full timely and complete performance under this Lease, plus all fees, costs and expenses incurred by Lessor in enforcing this Lease and all late payment charges pursuant to Section 2. If Lessee fails to perform any obligations under this Lease, Lessor may (but need not) at any time thereafter perform such obligation, and the expenses incurred in connection therewith shall be payable by Lessee upon demand.

**10. RETURN OF UNIT:** Upon any termination of the term of this Lease with respect to each Unit or if Lessor shall rightfully demand possession of any Unit, Lessee, at its expense, shall forthwith deliver the unit to Lessor, appropriately protected and in the condition required by Section 4, at the option of Lessor, to the premises of the nearest Ring Power Corporation location, or on board such carrier as Lessor shall specify and ship the same, freight collect, to the destination designated by Lessor. If the Unit is not in the condition required by Section 4, Lessee shall pay to Lessor, on demand, all costs and expenses incurred by Lessor to bring the Unit into said condition.

**11. REPORT TO IRS:** Lessee will report this Lease to the Internal Revenue Service by filing Form 8038-G, 8038-GC or 8038 whichever is applicable. Failure to do so will cause the Lease to lose its tax exempt status. Lessee agrees that if the appropriate form is not filed, the interest rate will be adjusted to an equivalent taxable interest rate.

**12. OWNERSHIP:** The Units are and at all times shall remain the sole and exclusive property of Lessor, and Lessee shall have no right, title, or interest therein or there to unless and until Lessee properly exercises any purchase option set forth herein. This lease is a lease and not a security agreement, and Lessee has no right, title, or interests in the Units except as Lessee.

**13. ASSIGNMENT; COUNTERPARTS:** Without the prior written consent of Lessor, no assignment of this Lease or any right or obligation hereunder may be made by Lessee or any assignee of Lessee. Lessor may not assign its right, title and interest in and to this Lease and the Units and/or grant or assign a security interest in this Lease and the Units, in whole or in part. Although multiple counterparts of this document may be signed, only the counterpart accepted, acknowledged and certified by Ring Investments, LLC on the signature page thereof as the original will constitute original chattel paper.

**14. EFFECT OF WAIVER:** No delay or omission to exercise any right or remedy accruing to Lessor hereunder shall impair any such right or remedy nor shall it be construed to be a waiver of any breach or default of Lessee. Any waiver or consent by Lessor under this Lease must be in writing specifically set forth. This Lease completely states the rights of Lessor and Lessee with respect to the Units and supersedes all prior agreements with respect thereto. Time is of the essence of this Lease. No variation or modification of this Lease shall be valid unless in writing and signed by the authorized representatives of Lessor and Lessee. All notices hereunder shall be in writing, addressed to each party at the address set forth on the front of this Lease or at such other address as may be furnished in writing. If any provision of this Lease shall be invalid under any applicable law, such provision shall be deemed omitted but the remaining provisions shall be given effect. All obligation of Lessee under this Lease shall survive the expiration or termination of this Lease to the extent required for their full observance and performance.

**15. GENERAL:** This Lease shall be governed by and construed under the laws of the State of Florida.

**LESSEE ACKNOWLEDGES HAVING RECEIVED A FULLY COMPLETED AND EXECUTED COPY OF THIS AGREEMENT**

**Lessee: Suwannee County BD of Commissioners**

**Lessor: RING INVESTMENTS, LLC**

By \_\_\_\_\_

By \_\_\_\_\_

Name (PRINT) Greg Scott

Name (PRINT) \_\_\_\_\_

Title: Chairman Suwannee County Administrator

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

Date: 12/5/2023

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

**SCHEDULE A**  
**Payment Schedule**

•	New CAT 120 LVR XSlope Motor Grader s/n Y9A00914	\$59,384.00
•	New CAT 120 LVR XSlope Motor Grader s/n Y9A00919	\$59,384.00
•	New CAT 120 LVR XSlope Motor Grader s/n Y9A00921	\$59,384.00
•	New CAT 120 LVR XSlope Motor Grader s/n Y9A00922	\$59,384.00
•	New CAT 120 LVR XSlope Motor Grader s/n Y9A00927	\$59,384.00
•	New CAT 120 LVR XSlope Motor Grader s/n Y9A00928	\$59,384.00

Total of 1<sup>st</sup> Lease Payments:

\$356,304.00

Compounding Period: Annual

Nominal Annual Rate: 4.990%

**Cash Flow Data - Leases and Lease Payments**

Event	Date	Amount	Number	Period	End Date
1 Lease	TBD	278,336.00	1		
2 Lease Payment	TBD	59,384.00	2	Annual	TBD
3 Residual	TBD	179,000.00	1		

**TValue Amortization Schedule - Normal, 365 Day Year**

Date	Lease Payment	Residual	Interest	Principal	Balance
Lease TBD					278,336.00
1 TBD	59,384.00		0.00	59,384.00	218,952.00
<b>2023 Totals</b>	<b>59,384.00</b>	<b>0.00</b>	<b>0.00</b>	<b>59,384.00</b>	
2 TBD	59,384.00		10,924.97	48,459.03	170,492.97
<b>2024 Totals</b>	<b>59,384.00</b>	<b>0.00</b>	<b>10,924.97</b>	<b>48,459.03</b>	
Residual TBD		179,000.00	8,507.03	170,492.97	0.00
<b>2025 Totals</b>	<b>0.00</b>	<b>179,000.00</b>	<b>8,507.03</b>	<b>170,492.97</b>	
<b>Grand Totals</b>	<b>118,768.00</b>	<b>179,000.00</b>	<b>19,432.00</b>	<b>278,336.00</b>	

ANNUAL PERCENTAGE RATE	FINANCE CHARGE	Amount Financed	Total of Payments
The cost of your credit as a yearly rate.	The dollar amount the credit will cost you.	The amount of credit provided to you or on your behalf.	The amount you will have paid after you have made all payments as scheduled.
<b>4.990%</b>	<b>\$19,432.00</b>	<b>\$278,336.00</b>	<b>\$297,768.00</b>

Compounding Period: Annual

Nominal Annual Rate: 4.990%

**Cash Flow Data - Leases and Lease Payments**

Event	Date	Amount	Number	Period	End Date
1 Lease	TBD	278,336.00	1		
2 Lease Payment	TBD	59,384.00	2	Annual	TBD
3 Residual	TBD	179,000.00	1		

**TValue Amortization Schedule - Normal, 365 Day Year**

Date	Lease Payment	Residual	Interest	Principal	Balance
Lease TBD					278,336.00
1 TBD	59,384.00		0.00	59,384.00	218,952.00
<b>2023 Totals</b>	<b>59,384.00</b>	<b>0.00</b>	<b>0.00</b>	<b>59,384.00</b>	
2 TBD	59,384.00		10,924.97	48,459.03	170,492.97
<b>2024 Totals</b>	<b>59,384.00</b>	<b>0.00</b>	<b>10,924.97</b>	<b>48,459.03</b>	
Residual TBD		179,000.00	8,507.03	170,492.97	0.00
<b>2025 Totals</b>	<b>0.00</b>	<b>179,000.00</b>	<b>8,507.03</b>	<b>170,492.97</b>	
<b>Grand Totals</b>	<b>118,768.00</b>	<b>179,000.00</b>	<b>19,432.00</b>	<b>278,336.00</b>	

ANNUAL PERCENTAGE RATE	FINANCE CHARGE	Amount Financed	Total of Payments
The cost of your credit as a yearly rate.	The dollar amount the credit will cost you.	The amount of credit provided to you or on your behalf.	The amount you will have paid after you have made all payments as scheduled.
<b>4.990%</b>	<b>\$19,432.00</b>	<b>\$278,336.00</b>	<b>\$297,768.00</b>

Suwannee County BD of Commissioners – Y9A00921

Compounding Period: Annual  
 Nominal Annual Rate: 4.990%

**Cash Flow Data - Leases and Lease Payments**

Event	Date	Amount	Number	Period	End Date
1 Lease	TBD	278,336.00	1		
2 Lease Payment	TBD	59,384.00	2	Annual	TBD
3 Residual	TBD	179,000.00	1		

**TValue Amortization Schedule - Normal, 365 Day Year**

Date	Lease Payment	Residual	Interest	Principal	Balance
Lease TBD					278,336.00
1 TBD	59,384.00		0.00	59,384.00	218,952.00
<b>2023 Totals</b>	<b>59,384.00</b>	<b>0.00</b>	<b>0.00</b>	<b>59,384.00</b>	
2 TBD	59,384.00		10,924.97	48,459.03	170,492.97
<b>2024 Totals</b>	<b>59,384.00</b>	<b>0.00</b>	<b>10,924.97</b>	<b>48,459.03</b>	
Residual TBD		179,000.00	8,507.03	170,492.97	0.00
<b>2025 Totals</b>	<b>0.00</b>	<b>179,000.00</b>	<b>8,507.03</b>	<b>170,492.97</b>	
<b>Grand Totals</b>	<b>118,768.00</b>	<b>179,000.00</b>	<b>19,432.00</b>	<b>278,336.00</b>	

ANNUAL PERCENTAGE RATE	FINANCE CHARGE	Amount Financed	Total of Payments
The cost of your credit as a yearly rate.	The dollar amount the credit will cost you.	The amount of credit provided to you or on your behalf.	The amount you will have paid after you have made all payments as scheduled.
<b>4.990%</b>	<b>\$19,432.00</b>	<b>\$278,336.00</b>	<b>\$297,768.00</b>



Compounding Period: Annual

Nominal Annual Rate: 4.990%

**Cash Flow Data - Leases and Lease Payments**

Event	Date	Amount	Number	Period	End Date
1 Lease	TBD	278,336.00	1		
2 Lease Payment	TBD	59,384.00	2	Annual	TBD
3 Residual	TBD	179,000.00	1		

**TValue Amortization Schedule - Normal, 365 Day Year**

Date	Lease Payment	Residual	Interest	Principal	Balance
Lease TBD					278,336.00
1 TBD	59,384.00		0.00	59,384.00	218,952.00
<b>2023 Totals</b>	<b>59,384.00</b>	<b>0.00</b>	<b>0.00</b>	<b>59,384.00</b>	
2 TBD	59,384.00		10,924.97	48,459.03	170,492.97
<b>2024 Totals</b>	<b>59,384.00</b>	<b>0.00</b>	<b>10,924.97</b>	<b>48,459.03</b>	
Residual TBD		179,000.00	8,507.03	170,492.97	0.00
<b>2025 Totals</b>	<b>0.00</b>	<b>179,000.00</b>	<b>8,507.03</b>	<b>170,492.97</b>	
<b>Grand Totals</b>	<b>118,768.00</b>	<b>179,000.00</b>	<b>19,432.00</b>	<b>278,336.00</b>	

ANNUAL PERCENTAGE RATE	FINANCE CHARGE	Amount Financed	Total of Payments
The cost of your credit as a yearly rate.	The dollar amount the credit will cost you.	The amount of credit provided to you or on your behalf.	The amount you will have paid after you have made all payments as scheduled.
<b>4.990%</b>	<b>\$19,432.00</b>	<b>\$278,336.00</b>	<b>\$297,768.00</b>

Suwannee County BD of Commissioners – Y9A00927

Compounding Period: Annual

Nominal Annual Rate: 4.990%

**Cash Flow Data - Leases and Lease Payments**

Event	Date	Amount	Number	Period	End Date
1 Lease	TBD	278,336.00	1		
2 Lease Payment	TBD	59,384.00	2	Annual	TBD
3 Residual	TBD	179,000.00	1		

**TValue Amortization Schedule - Normal, 365 Day Year**

	Date	Lease Payment	Residual	Interest	Principal	Balance
Lease	TBD					278,336.00
1	TBD	59,384.00		0.00	59,384.00	218,952.00
<b>2023 Totals</b>		<b>59,384.00</b>	<b>0.00</b>	<b>0.00</b>	<b>59,384.00</b>	
2	TBD	59,384.00		10,924.97	48,459.03	170,492.97
<b>2024 Totals</b>		<b>59,384.00</b>	<b>0.00</b>	<b>10,924.97</b>	<b>48,459.03</b>	
Residual	TBD		179,000.00	8,507.03	170,492.97	0.00
<b>2025 Totals</b>		<b>0.00</b>	<b>179,000.00</b>	<b>8,507.03</b>	<b>170,492.97</b>	
<b>Grand Totals</b>		<b>118,768.00</b>	<b>179,000.00</b>	<b>19,432.00</b>	<b>278,336.00</b>	

<b>ANNUAL PERCENTAGE RATE</b>	<b>FINANCE CHARGE</b>	<b>Amount Financed</b>	<b>Total of Payments</b>
The cost of your credit as a yearly rate.	The dollar amount the credit will cost you.	The amount of credit provided to you or on your behalf.	The amount you will have paid after you have made all payments as scheduled.
<b>4.990%</b>	<b>\$19,432.00</b>	<b>\$278,336.00</b>	<b>\$297,768.00</b>

Compounding Period: Annual

Nominal Annual Rate: 4.990%

**Cash Flow Data - Leases and Lease Payments**

Event	Date	Amount	Number	Period	End Date
1 Lease	TBD	278,336.00	1		
2 Lease Payment	TBD	59,384.00	2	Annual	TBD
3 Residual	TBD	179,000.00	1		

**TValue Amortization Schedule - Normal, 365 Day Year**

Date	Lease Payment	Residual	Interest	Principal	Balance
Lease TBD					278,336.00
1 TBD	59,384.00		0.00	59,384.00	218,952.00
<b>2023 Totals</b>	<b>59,384.00</b>	<b>0.00</b>	<b>0.00</b>	<b>59,384.00</b>	
2 TBD	59,384.00		10,924.97	48,459.03	170,492.97
<b>2024 Totals</b>	<b>59,384.00</b>	<b>0.00</b>	<b>10,924.97</b>	<b>48,459.03</b>	
Residual TBD		179,000.00	8,507.03	170,492.97	0.00
<b>2025 Totals</b>	<b>0.00</b>	<b>179,000.00</b>	<b>8,507.03</b>	<b>170,492.97</b>	
<b>Grand Totals</b>	<b>118,768.00</b>	<b>179,000.00</b>	<b>19,432.00</b>	<b>278,336.00</b>	

ANNUAL PERCENTAGE RATE	FINANCE CHARGE	Amount Financed	Total of Payments
The cost of your credit as a yearly rate.	The dollar amount the credit will cost you.	The amount of credit provided to you or on your behalf.	The amount you will have paid after you have made all payments as scheduled.
<b>4.990%</b>	<b>\$19,432.00</b>	<b>\$278,336.00</b>	<b>\$297,768.00</b>

## DELIVERY CERTIFICATION

This pertains to the Lease between Ring Investments LLC as Lessor and Suwannee County BD of Commissioners, as Lessee.

This confirms that the Lessee physically received the following Unit(s) on the possession date below. As of the date of signature of this form, (i) the Unit(s) are in all respects satisfactory to Lessee for leasing under the Lease, and (ii) Lessor has performed all of its obligations under the Lease.

### Description of Unit(s)

1. New CAT 120 LVR XSlope Motor Grader s/n Y9A00914
2. New CAT 120 LVR XSlope Motor Grader s/n Y9A00919
3. New CAT 120 LVR XSlope Motor Grader s/n Y9A00921
4. New CAT 120 LVR XSlope Motor Grader s/n Y9A00922
5. New CAT 120 LVR XSlope Motor Grader s/n Y9A00927
6. New CAT 120 LVR XSlope Motor Grader s/n Y9A00928

### Location

Possession Date: 11/30/2023

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

Name: (PRINT) Greg Scott

Title: Suwannee County Administrator

Date: 12/5/2023

RING INVESTMENTS, LLC  
Attention: Susan Richardson  
500 World Commerce Parkway  
St. Augustine, FL 32092  
Phone: (904) 494-1101  
Email: susan.richardson@ringpower.com

INSURANCE COVERAGE FOR CONTRACTED EQUIPMENT

TO: Insurance Agency

FROM: Suwannee County BD of Commissioners, 13150 80th Terrace, Live Oak, FL 32064  
Customer Name/Address

EQUIPMENT: (6) New CAT 120 LVR XSlope Motor Graders  
s/n Y9A00914, Y9A00919, Y9A00921, Y9A00922, Y9A00927, Y9A00928  
Valued at \$278,336.00 Each Unit  
Description, including Serial Number

Per THE LONG-TERM EQUIPMENT LEASE AGREEMENT entered into between Customer shown above and Ring Investments LLC, it is required that Ring Investments, LLC be provided with insurance coverage in accordance with the agreement as indicated below.

- Physical damage coverage must show that Ring Investments LLC, has been named loss payee for the equipment's replacement value.
- The deductible must be shown.
- General liability insurance in the amount of \$1,000,000.00 showing Ring Investments LLC, as additional insured in reference to the machine is required.

Please notify your agent for the proper coverage, and list name and address below.

Insurance Agent: B.W. Helvenston & Sons Inc.

Address: 100 East Howard Street  
Live Oak, FL. 32064

Phone: ( ) 386-362-1818 Fax: ( ) 386-362-6366

Email: lharvard@windstream.net

Contact Name: Lee Harvard

Policy Number: FMIT 0597

Greg Scott \_\_\_\_\_ 12/5/2023  
Print Name Customer Signature Date

PLEASE FORWARD A COPY OF THE CERTIFICATE OR BINDER EVIDENCING COVERAGE TO:

Ring Investments, LLC  
500 World Commerce Parkway  
St. Augustine, FL 32092  
Attn: Susan Richardson  
Fax: (904)281-0155  
Email: susan.richardson@ringpower.com

Processing of this transaction will be held pending receipt of this information. Thank You for Your Attention in this Matter.

RING INVESTMENTS, LLC  
Attention: Susan Richardson  
500 World Commerce Parkway  
St. Augustine, FL 32092  
Phone: 904/494-1101  
Email: susan.richardson@ringpower.com

**Customer Information Verification**

Please confirm all information listed below – If any information is incorrect, please make corrections in the space provided.

This form should be attached to the contract and made a part thereof. Thank you for your assistance.

	<b>CURRENT INFORMATION</b>	<b>CORRECTIONS</b>
<b>Customer Name:</b>	Suwannee County BD of Commissioners	
<b>Physical Address:</b>	13150 80th Terrace Live Oak, FL 32064	
<b>Mailing Address:</b>	13150 80th Terrace Live Oak, FL 32064	
<b>Equipment Location:</b>	PLEASE PROVIDE	Suwannee County
<b>Business Telephone Number:</b>	(386)362-0542	386-590-0732
<b>Contact Person:</b>		Shannon Roberts
<b>Federal ID #/SS#:</b>		59-6000873
<b>Email Address for Contact Person:</b>	PLEASE PROVIDE	shannonr@suwcountyfl.gov
<b>Tax Exempt Status:</b>	<input checked="" type="checkbox"/> *Exempt <input type="checkbox"/> Non- Exempt	*Tax exemption certificate required – please attach and return with your documents (Florida Department of Revenue Form DR14).

The information above has been reviewed and is accurate to the best of my knowledge with exception of corrections as noted:

Customer Initials \_\_\_\_\_



<b>Brooksville</b> 352-796-4978	<b>Daytona Beach</b> 386-947-3363	<b>Gainesville</b> 352-371-9983	<b>Jacksonville</b> 904-714-2600	<b>Lake City</b> 386-755-3997
<b>Lakeland</b> 863-606-0512	<b>Ocala</b> 352-732-2800	<b>Orlando</b> 407-855-6195	<b>Palm Bay</b> 321-952-3001	<b>Perry</b> 850-584-2800
<b>Pompano Beach</b> 854-977-5010	<b>Sarasota</b> 941-753-7535	<b>St. Augustine</b> 904-737-7730	<b>Tallahassee</b> 850-562-2121	<b>Tampa</b> 813-671-3700

Date: 10/23/23

### Machine Repurchase Agreement

Quote Prepared for: Suwannee County BD of Commissioners

**Machine Description**

Serial Number	Make	Model
Y9A00914, Y9A00919, Y9A00921, Y9A00922, Y9A00927, Y9A00928	(6) CAT	120 LVR XSlope Motor Graders

**Guarantee Repurchase Option: Term – 2 years, 3,000 Total Hours; Guaranteed Repurchase Option - \$179,000 Each**

The guaranteed repurchase constitutes an agreement between the equipment purchaser listed above and Ring Power Corporation. This agreement becomes effective on the original delivery date of the equipment and shall expire when either the machine ownership period or hours of usage indicated above have been exceeded. This contract is not transferable unless otherwise agreed upon, in writing, by Ring Power Corporation. Exercising the repurchase option is solely the right of the customer listed above.

To maintain the repurchase agreement the equipment owner agrees that each unit, upon its return, shall:

1. Be in sound mechanical shape and be in good working order under full payload.
2. Have no missing sheet metal, glass or parts. Damages to machine shall not exceed \$1,500.
3. Have no structural damage to frame.
4. Have all PM (Planned Maintenance) services up to date. A record of past services and fluid analysis/oil samples being completed following manufacturer recommendations shall be provided with equipment return.
5. Shall be returned with any and all attachments, accessories or upgrades originally sold with unit; and
6. A) Have tires in safe and operable condition with a minimum of forty percent (40%) original tread life remaining. Tires must have matching tread pattern and meet original bid spec requirements on return.  

**OR**

 B) Have a minimum of fifty percent (50%) life remaining on all undercarriage components including track shoes, links, pins and bushings, idlers, bogies, sprockets, carrier rollers and track rollers. Undercarriage components must be Caterpillar OEM parts.
7. Any parts replaced due to wear or damage must be Caterpillar OEM parts.

The condition of each unit shall be determined by an inspection report completed by Ring Power Corporation prior to its return. At the equipment owners discretion they may correct any deficiencies within a reasonable period, accept a lower repurchase price determined by Ring Power Corporation, or reimburse Ring Power Corporation for necessary repairs to restore the unit to agreed upon condition.

Greg Scott  
 \_\_\_\_\_  
 Name of Authorized Customer Representative  
 Suwannee County Administrator  
 \_\_\_\_\_  
 Title

\_\_\_\_\_  
 Ring Power Sales Rep.

Date: 10-31-2023

\_\_\_\_\_  
 Signature  
 \_\_\_\_\_  
 Date: 12/5/2023

\_\_\_\_\_  
 Ring Power Sales Manager  
 \_\_\_\_\_  
 Date:

**RING INVESTMENTS, LLC  
EQUIPMENT APPLICATION SURVEY**

Customer Name: Suwannee County BD of Commissioners      Location: 13150 80<sup>th</sup> Terrace, Live Oak, FL 32064  
 Make: CAT      Model: 120 LVR XSlope      Quantity: 1      S/N: Y9A00928  
 Annual Usage: 1500 Hours      Current Hours: 9      Dealer: Ring Power      Dealer Location: Saint Augustine, FL

\*\*\*\*\* IMPORTANT INFORMATION \*\*\*\*\*

*RESIDUAL EXCEPTION REQUESTS must be submitted to Ring Investments, LLC for the following applications: landfill, transfer and recycling stations; demolition, scrap yards and steel mills; salt, chemical, and corrosive environments such as fee lots, dairy farms, rendering plants, mushroom farms, fertilizer and lime handling, salt water areas and all hazardous waste handling; dusty or poor underfoot conditions; and all underground mining applications. Any applications requiring unusual attachments, equipment modifications or have non-traditional use of the equipment. Any transaction with five or more of one model.*

Please **COMPLETE THE ENTIRE SURVEY** for all transactions including any of the above applications.

**MAJOR ATTACHMENTS** (Check all that apply):

<input type="checkbox"/> 4 Wheel Drive	<input type="checkbox"/> Slope Board	<input type="checkbox"/> Pallet Forks	<input type="checkbox"/> Landscape Rake	<input type="checkbox"/> Concrete Crusher
<input type="checkbox"/> Auger	<input type="checkbox"/> Tiller	<input type="checkbox"/> Rotator	<input type="checkbox"/> Metal Shear	<input type="checkbox"/> Forks
<input type="checkbox"/> Cab Riser	<input type="checkbox"/> Access Platform	<input type="checkbox"/> Snow Plow	<input type="checkbox"/> Ride Control	<input type="checkbox"/> Long Reach Stick
<input type="checkbox"/> Delimber	<input type="checkbox"/> Block Forks	<input type="checkbox"/> Top Clamp	<input type="checkbox"/> Saw Head	<input type="checkbox"/> Mower
<input type="checkbox"/> Generator	<input type="checkbox"/> Cold Planer	<input type="checkbox"/> Air Conditioner	<input type="checkbox"/> Solid Tires	<input type="checkbox"/> Ripper
<input type="checkbox"/> Lumber Forks	<input type="checkbox"/> E-Slick	<input type="checkbox"/> Broom	<input type="checkbox"/> Trencher	<input type="checkbox"/> Shear Head
<input type="checkbox"/> OHT Body Liner	<input type="checkbox"/> Grapple	<input type="checkbox"/> Compactor	<input type="checkbox"/> All-Wheel Steer	<input type="checkbox"/> Special Rims
<input type="checkbox"/> Rotasaw	<input type="checkbox"/> Magnet	<input type="checkbox"/> Feller Buncher	<input type="checkbox"/> Cab	<input type="checkbox"/> Winch

Other: *Front Scarifier*

**BLADES AND BUCKETS** (Check all that apply):

<input checked="" type="checkbox"/> PAT Blade <i>MFT</i>	<input type="checkbox"/> Side Dump Bucket	<input type="checkbox"/> Landfill Bucket	<input type="checkbox"/> Chip Blade	<input type="checkbox"/> Angle Blade
<input type="checkbox"/> Bottom Dump Bucket	<input type="checkbox"/> "SU" Blade	<input type="checkbox"/> GP Bucket	<input type="checkbox"/> Multi-Purpose Bucket	<input type="checkbox"/> Coal Blade
<input type="checkbox"/> Ejector Bucket	<input type="checkbox"/> Carry Dozer Blade	<input type="checkbox"/> Stag Bucket	<input type="checkbox"/> Straight Blade	<input type="checkbox"/> High Volume Bucket
<input type="checkbox"/> Landfill Blade	<input type="checkbox"/> Front Dump Bucket	<input type="checkbox"/> "U" Blade	<input type="checkbox"/> Rock Bucket	

Other:

**MARKET CATEGORIES** (Check all that apply):

<input type="checkbox"/> Heavy Construction – Airports, Bridges, Dams, Highway/Road	<input type="checkbox"/> Quarry – Granite, Limestone, Sand & Gravel
<input type="checkbox"/> Building Construction – Commercial, Residential, Utilities	<input type="checkbox"/> Forest Products – Loading, Road Construction, Skidding, Timber Harvesting
<input type="checkbox"/> Landscape Construction – Commercial, Residential	<input type="checkbox"/> Forest Products – Mill and Yard Operations
<input type="checkbox"/> Mining - Metals – Copper, Gold, Iron, Lead, Silver, Underground, Uranium Zinc	<input type="checkbox"/> Industrial – Dairy/Mushroom Farm, Demolition, Feed Lot, Fertilizer/Lime Handling, Landfills, Rendering Plants, Scrap Handling, Steel Mill, Transfer Stations
<input type="checkbox"/> Mining – Non-Metals – Clay, Coal, Oil Sands, Oil Shale, Peat, Underground	<input checked="" type="checkbox"/> Governmental – Road Maintenance, Snow Removal
<input type="checkbox"/> Petroleum & Gas – Exploration and Development, Pipelines	<input type="checkbox"/> Rental Services – Rental Fleets

This application survey is considered to be an integral part of the lease between the Lessor and Lessee. The information obtained from this survey will be primary importance in the lease payment schedule. Any change in the location, severity of application, annual hourly usage and/or attachments or configuration must be approved in writing by Ring Investments, LLC.

Lessee: **Suwannee County BD of Commissioners**

Lessor: **RING INVESTMENTS, LLC**

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

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

Print Name: **Greg Scott**

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

Title: **Suwannee County Administrator**

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

Date: **12/5/2023**

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



**MANDATORY CONDITION OF EQUIPMENT UPON RETURN:**

Lessee agrees that each Unit, upon its return, shall:

**MAINTENANCE AND GENERAL REQUIREMENTS:**

- Give the Lessor sixty (60) days notice prior to the Lease termination date of Lessee's intention to return any and all units to the Lessor.
- Return the units in the same configuration, with all attachments, as when delivered at lease inception. Lessee is responsible for costs, including but not limited to, fees, taxes and duties associated with tear down, loading, shipping and unloading of units to a site designated by the Lessor.
- Ensure the units upon return are thoroughly cleaned, steamed cleaned if available, and free from all oil, hydraulic and fuel leaks.
- Operate and maintain all units in accordance with Caterpillar Lubrication and Maintenance and Operators guide books, and insure all maintenance is performed at recommended intervals and only genuine Caterpillar filters and parts are used for all maintenance and repairs. All units must be in good operating condition and be able to perform all tasks under rated load.
- Enroll all units in a Caterpillar dealer Scheduled Oil Sampling (SOS) or comparable program, where available, for the entire term of the lease, and insure all fuels, lubricants, additives, and radiator water is clean and complies with Caterpillar recommended standards.
- Ensure all units are operated only in the applications for which they were designed and manufactured.
- Maintain a working engine hour meter at all times. Keep complete records of all hour meter changes along with major component change outs and routine maintenance and repair records.
- Ensure all service contracts are fully implemented and all maintenance and repairs are made on schedule. Product Improvements Programs (PIP's) must be complete before units are returned. **ATTACH A COPY OF ANY AND ALL REPAIR AND MAINTENANCE CONTRACTS AND PLANNED COMPONENT REPLACEMENT PROGRAMS.**
- Provide a secured place to store off-lease units upon request from the Lessor. Provide access to the units for purposes of maintenance or demonstration to prospective buyers at Lessor's request.

**Specific TYNWARE AND SAFETY REQUIREMENTS:**

- Ensure the operator's compartment is clean, and all switches, monitoring systems (EMS, VIMS, VIDS), gages, control levers, pedals, radio, mirrors, seats, insulation and all other contents are complete and in good working order.

- Ensure all window glass is clear, and free from cracks and major pitted, all window frames, doors and weather stripping are complete, and all service access compartment covers and doors, fenders, and other flat metal or plastic surfaces are in good working order and free from dents and cracks.
- Ensure all standard Caterpillar and non-Caterpillar safety items are complete and in good working order, including but not limited to roll over protection (ROPS) and falling object protections (FOPS) systems, seat belts, steps, safety rails, grab irons, cat walks, fire suppression systems, warning alarms, cameras and monitors.
- Ensure all electrical components, including but not limited to, wiring harness, batteries, alternators, drive belts, lighting and air conditioning systems are complete and in good working order.
- Ensure all repairs made to main structures, including but not limited to, main frames, roller frames, car bodies, swing gears, drawbars, circles, component housings, loader arms, booms, sticks, tag links, loader linkages, truck bodies, buckets, rippers and arches must be accomplished in accordance with factory recommended materials and repair procedures.

**REMAINING LIFE REQUIREMENTS:**

- Ensure all ground engaging tools, including but not limited to, buckets, dozer blades, base cutting edges, rippers, scarifiers, drums, feet tines, screeds, elevator flights, forks, and top clamps have good structural integrity and have fifty percent (50%) minimum remaining life.
- Return all track and rubber belted units with a minimum of fifty percent (50%) remaining life on each and every component, including but not limited to, track shoes, links, pins, bushings, idlers, bogies, sprockets, carrier rollers, and track rollers, belts can not have any cuts that extend into the cords and must not be missing guide blocks or grouser bars (lugs). Charges will be assessed for each component not meeting the requirement.
- Return all rubber tire units with a minimum of fifty percent (50%) remaining life of the original tread life of each tire. Recapped tires are not acceptable substitutes. All tires must be a matched set with the same tread type and pattern and have no significant cuts or chunking of the tread or side walls. Skid Steer tires are exempt from this provision.

**LESSOR RETAINS THE RIGHT TO ASK FOR ANY AND ALL REPAIR AND MAINTENANCE RECORDS DURING THE LEASE TERM AND/OR LEASE TERMINATION. A FULL MACHINE INSPECTION MAY BE CONDUCTED AT LESSEE'S EXPENSE ANY TIME EVIDENCE DEMONSTRATES MACHES ARE BEING ABUSED FROM NEGLIGENCE OR MISAPPLICATION.**

**REMEDY FOR RETURN CONDITIONS:**

Lessee will be invoiced for the parts and labor based on RPC's retail prices and retail labor rates to replace tires, undercarriage components, belts and all other non-conforming components as outlined in the "REMAINING LIFE REQUIREMENTS" section of the Mandatory Condition of Equipment Upon Return. The invoiced amounts will be based on the following percentages of remaining life and is payable upon receipt of invoice:

<u>Life Remaining</u>	<u>Charge To Lessee</u>
50% or greater	No charge to Lessee
31% to 49%	50% charge to Lessee
0% to 30%	70% charge to Lessee

**MAXIMUM USAGE:**

The model listed and equipped as stated above will be operated an estimated total of 125 HOURS PER MONTH over a term of 24 MONTHS for total usage during the leasing term of 3000 HOURS. This total usage combined with any accumulated HOURS prior to the Lease inception date, as stated above under current miles, will be the **total allowable machine hours** for the life of the Lease and the basis for any overuse charges.

**Total Lease Hours 3000 + Current Hours 9 = Total Allowable Machine Hours 3,009**

**OVERUSE CALCULATION:**

In addition to the Lessor's other rights herunder and not in lieu thereof, Lessee shall pay Lessor additional rent for each hour in excess of the Total Allowable Machine Miles established for the Lease as stated above. This hourly rate shall be **\$39.59 per hour**. **Please note: To avoid overuse charges, notify Ring Power Corporation immediately of any increase in machine usage that will cause the total usage to exceed the "Total Allowable Machine Hours" as stated above. The Lease contract will be adjusted to reflect the correct hours usage.**

**RING INVESTMENTS, LLC  
EQUIPMENT APPLICATION SURVEY**

Customer Name: Suwannee County BD of Commissioners      Location: 13150 80<sup>th</sup> Terrace, Live Oak, FL 32064  
 Make: CAT      Model: 120 LVR XSlope      Quantity: 1      S/N: Y9A00927  
 Annual Usage: 1500 Hours      Current Hours: 8      Dealer: Ring Power      Dealer Location: Saint Augustine, FL

\*\*\*\*\* IMPORTANT INFORMATION \*\*\*\*\*

*RESIDUAL EXCEPTION REQUESTS must be submitted to Ring Investments, LLC for the following applications: landfill, transfer and recycling stations; demolition, scrap yards and steel mills; salt, chemical, and corrosive environments such as fee lots, dairy farms, rendering plants, mushroom farms, fertilizer and lime handling, salt water areas and all hazardous waste handling; dusty or poor underfoot conditions; and all underground mining applications. Any applications requiring unusual attachments, equipment modifications or have non-traditional use of the equipment. Any transaction with five or more of one model.*

Please **COMPLETE THE ENTIRE SURVEY** for all transactions including any of the above applications.

**MAJOR ATTACHMENTS** (Check all that apply):

<input type="checkbox"/> 4 Wheel Drive	<input type="checkbox"/> Slope Board	<input type="checkbox"/> Pallet Forks	<input type="checkbox"/> Landscape Rake	<input type="checkbox"/> Concrete Crusher
<input type="checkbox"/> Auger	<input type="checkbox"/> Tiller	<input type="checkbox"/> Rotator	<input type="checkbox"/> Metal Shear	<input type="checkbox"/> Forks
<input type="checkbox"/> Cab Riser	<input type="checkbox"/> Access Platform	<input type="checkbox"/> Snow Plow	<input type="checkbox"/> Ride Control	<input type="checkbox"/> Long Reach Stick
<input type="checkbox"/> Delimber	<input type="checkbox"/> Block Forks	<input type="checkbox"/> Top Clamp	<input type="checkbox"/> Saw Head	<input type="checkbox"/> Mower
<input type="checkbox"/> Generator	<input type="checkbox"/> Cold Planer	<input type="checkbox"/> Air Conditioner	<input type="checkbox"/> Solid Tires	<input type="checkbox"/> Ripper
<input type="checkbox"/> Lumber Forks	<input type="checkbox"/> E-Stick	<input type="checkbox"/> Broom	<input type="checkbox"/> Trencher	<input type="checkbox"/> Shear Head
<input type="checkbox"/> OHT Body Liner	<input type="checkbox"/> Grapple	<input type="checkbox"/> Compactor	<input type="checkbox"/> All-Wheel Steer	<input type="checkbox"/> Special Rims
<input type="checkbox"/> Rotasaw	<input type="checkbox"/> Magnet	<input type="checkbox"/> Feller Buncher	<input type="checkbox"/> Cab	<input type="checkbox"/> Winch

Other: *Front scarifier*

**BLADES AND BUCKETS** (Check all that apply):

<input checked="" type="checkbox"/> PAT Blade <i>14 FT</i>	<input type="checkbox"/> Side Dump Bucket	<input type="checkbox"/> Landfill Bucket	<input type="checkbox"/> Chip Blade	<input type="checkbox"/> Angle Blade
<input type="checkbox"/> Bottom Dump Bucket	<input type="checkbox"/> "SU" Blade		<input type="checkbox"/> GP Bucket	<input type="checkbox"/> Coal Blade
<input type="checkbox"/> Ejector Bucket	<input type="checkbox"/> Carry Dozer Blade	<input type="checkbox"/> Stag Bucket	<input type="checkbox"/> Multi-Purpose Bucket	<input type="checkbox"/> High Volume Bucket
<input type="checkbox"/> Landfill Blade	<input type="checkbox"/> Front Dump Bucket	<input type="checkbox"/> "U" Blade	<input type="checkbox"/> Straight Blade	<input type="checkbox"/> Rock Bucket

Other:

**MARKET CATEGORIES** (Check all that apply):

<input type="checkbox"/> Heavy Construction – Airports, Bridges, Dams, Highway/Road	<input type="checkbox"/> Quarry – Granite, Limestone, Sand & Gravel
<input type="checkbox"/> Building Construction – Commercial, Residential, Utilities	<input type="checkbox"/> Forest Products – Loading, Road Construction, Skidding, Timber Harvesting
<input type="checkbox"/> Landscape Construction – Commercial, Residential	<input type="checkbox"/> Forest Products – Mill and Yard Operations
<input type="checkbox"/> Mining - Metals – Copper, Gold, Iron, Lead, Silver, Underground, Uranium Zinc	<input type="checkbox"/> Industrial – Dairy/Mushroom Farm, Demolition, Feed Lot, Fertilizer/Lime Handling, Landfills, Rendering Plants, Scrap Handling, Steel Mill, Transfer Stations
<input type="checkbox"/> Mining – Non-Metals – Clay, Coal, Oil Sands, Oil Shale, Peat, Underground	<input checked="" type="checkbox"/> Governmental – Road Maintenance, Snow Removal
<input type="checkbox"/> Petroleum & Gas – Exploration and Development, Pipelines	<input type="checkbox"/> Rental Services – Rental Fleets

This application survey is considered to be an integral part of the lease between the Lessor and Lessee. The information obtained from this survey will be primary importance in the lease payment schedule. Any change in the location, severity of application, annual hourly usage and/or attachments or configuration must be approved in writing by Ring Investments, LLC.

Lessee: **Suwannee County BD of Commissioners**

Lessor: **RING INVESTMENTS, LLC**

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

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

Print Name: **Greg Scott**

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

Title: **Suwannee County Administrator**

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

Date: **12/5/2023**

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

**MANDATORY CONDITION OF EQUIPMENT UPON RETURN:**

Lessee agrees that each Unit, upon its return, shall:

**MAINTENANCE AND GENERAL REQUIREMENTS:**

- Give the Lessor sixty (60) days notice prior to the Lease termination date of Lessee's intention to return any and all units to the Lessor.
- Return the units in the same configuration, with all attachments, as when delivered at lease inception. Lessee is responsible for costs, including but not limited to, fees, taxes and duties associated with tear down, loading, shipping and unloading of units to a site designated by the Lessor.
- Ensure the units upon return are thoroughly cleaned, steamed cleaned if available, and free from all oil, hydraulic and fuel leaks.
- Operate and maintain all units in accordance with Caterpillar Lubrication and Maintenance and Operators guide books, and insure all maintenance is performed at recommended intervals and only genuine Caterpillar filters and parts are used for all maintenance and repairs. All units must be in good operating condition and be able to perform all tasks under rated load.
- Enroll all units in a Caterpillar dealer Scheduled Oil Sampling (SOS) or comparable program, where available, for the entire term of the lease, and insure all fuels, lubricants, additives, and radiator water is clean and complies with Caterpillar recommended standards.
- Ensure all units are operated only in the applications for which they were designed and manufactured.
- Maintain a working engine hour meter at all times. Keep complete records of all hour meter changes along with major component change outs and routine maintenance and repair records.
- Ensure all service contracts are fully implemented and all maintenance and repairs are made on schedule. Product Improvements Programs (PIP's) must be complete before units are returned. **ATTACH A COPY OF ANY AND ALL REPAIR AND MAINTENANCE CONTRACTS AND PLANNED COMPONENT REPLACEMENT PROGRAMS.**
- Provide a secured place to store off-lease units upon request from the Lessor. Provide access to the units for purposes of maintenance or demonstration to prospective buyers at Lessor's request.

**Specific TINTWARE AND SAFETY REQUIREMENTS:**

- Ensure the operator's compartment is clean, and all switches, monitoring systems (EMS, VIIMS, VIDS), gages, control levers, pedals, radio, mirrors, seats, insulation and all other contents are complete and in good working order.

- Ensure all window glass is clear, and free from cracks and major pitted. All window frames, doors and weather stripping are complete, and all service access compartment covers and doors, fenders, and other flat metal or plastic surfaces are in good working order and free from dents and cracks.
- Ensure all standard Caterpillar and non-Caterpillar safety items are complete and in good working order, including but not limited to roll over protection (ROPS) and falling object protections (FOPS) systems, seat belts, steps, safety rails, grab irons, cat walks, fire suppression systems, warning alarms, cameras and monitors.
- Ensure all electrical components, including but not limited to, wiring harness, batteries, alternators, drive belts, lighting and air conditioning systems are complete and in good working order.
- Ensure all repairs made to main structures, including but not limited to, main frames, roller frames, car bodies, swing gears, drawbars, circles, component housings, loader arms, booms, sticks, tag links, loader linkages, truck bodies, buckets, rippers and arches must be accomplished in accordance with factory recommended materials and repair procedures.

**REMAINING LIFE REQUIREMENTS:**

- Ensure all ground engaging tools, including but not limited to, buckets, dozer blades, base cutting edges, rippers, scarifiers, drums, feet tines, screeds, elevator flights, forks, and top clamps have good structural integrity and have fifty percent (50%) minimum remaining life.
- Return all track and rubber belted units with a minimum of fifty percent (50%) remaining life on each and every component, including but not limited to, track shoes, links, pins, bushings, idlers, bogies, sprockets, carrier rollers, and track rollers, belts can not have any cuts that extend into the cords and must not be missing guide blocks or grouser bars (lugs). Charges will be assessed for each component not meeting the requirement.
- Return all rubber tire units with a minimum of fifty percent (50%) remaining life of the original tread life of each tire. Recapped tires are not acceptable substitutes. All tires must be a matched set with the same tread type and pattern and have no significant cuts or chunking of the tread or side walls. Skid Steer tires are exempt from this provision.

**LESSOR RETAINS THE RIGHT TO ASK FOR ANY AND ALL REPAIR AND MAINTENANCE RECORDS DURING THE LEASE TERM AND/OR LEASE TERMINATION. A FULL MACHINE INSPECTION MAY BE CONDUCTED AT LESSEE'S EXPENSE ANY TIME EVIDENCE DEMONSTRATES MACHES ARE BEING ABUSED FROM NEGLIGENCE OR MISAPPLICATION.**

**REMEDY FOR RETURN CONDITIONS:**

Lessee will be invoiced for the parts and labor based on RPC's retail prices and retail labor rates to replace tires, undercarriage components, belts and all other non-conforming components as outlined in the "REMAINING LIFE REQUIREMENTS" section of the Mandatory Condition of Equipment Upon Return. The invoiced amounts will be based on the following percentages of remaining life and is payable upon receipt of invoice:

<u>Life Remaining</u>	<u>Charge To Lessee</u>
50% or greater	No charge to Lessee
31% to 49%	50% charge to Lessee
0% to 30%	70% charge to Lessee

**MAXIMUM USAGE:**

The model listed and equipped as stated above will be operated an estimated total of 125 HOURS PER MONTH over a term of 24 MONTHS for total usage during the leasing term of 3000 HOURS. This total usage combined with any accumulated HOURS prior to the Lease inception date, as stated above under current miles, will be the **total allowable machine hours** for the life of the Lease and the basis for any overuse charges.

**Total Lease Hours 3000 + Current Hours 8 = Total Allowable Machine Hours 3,008**

**OVERUSE CALCULATION:**

In addition to the Lessor's other rights herunder and not in lieu thereof, Lessee shall pay Lessor additional rent for each hour in excess of the Total Allowable Machine Miles established for the Lease as stated above. This hourly rate shall be **\$39.59 per hour**. **Please note: To avoid overuse charges, notify Ring Power Corporation immediately of any increase in machine usage that will cause the total usage to exceed the "Total Allowable Machine Hours" as stated above. The Lease contract will be adjusted to reflect the correct hours usage.**

**RING INVESTMENTS, LLC  
EQUIPMENT APPLICATION SURVEY**

Customer Name: Suwannee County BD of Commissioners      Location: 13150 80<sup>th</sup> Terrace, Live Oak, FL 32064  
 Make: CAT      Model: 120 LVR XSlope      Quantity: 1      S/N: Y9A00922  
 Annual Usage: 1500 Hours      Current Hours: 8      Dealer: Ring Power      Dealer Location: Saint Augustine, FL

\*\*\*\*\* IMPORTANT INFORMATION \*\*\*\*\*

*RESIDUAL EXCEPTION REQUESTS must be submitted to Ring Investments, LLC for the following applications: landfill, transfer and recycling stations; demolition, scrap yards and steel mills; salt, chemical, and corrosive environments such as fee lots, dairy farms, rendering plants, mushroom farms, fertilizer and lime handling, salt water areas and all hazardous waste handling; dusty or poor underfoot conditions; and all underground mining applications. Any applications requiring unusual attachments, equipment modifications or have non-traditional use of the equipment. Any transaction with five or more of one model.*

Please **COMPLETE THE ENTIRE SURVEY** for all transactions including any of the above applications.

**MAJOR ATTACHMENTS** (Check all that apply):

<input type="checkbox"/> 4 Wheel Drive	<input type="checkbox"/> Slope Board	<input type="checkbox"/> Pallet Forks	<input type="checkbox"/> Landscape Rake	<input type="checkbox"/> Concrete Crusher
<input type="checkbox"/> Auger	<input type="checkbox"/> Tiller	<input type="checkbox"/> Rotator	<input type="checkbox"/> Metal Shear	<input type="checkbox"/> Forks
<input type="checkbox"/> Cab Riser	<input type="checkbox"/> Access Platform	<input type="checkbox"/> Snow Plow	<input type="checkbox"/> Ride Control	<input type="checkbox"/> Long Reach Stick
<input type="checkbox"/> Delimber	<input type="checkbox"/> Block Forks	<input type="checkbox"/> Top Clamp	<input type="checkbox"/> Saw Head	<input type="checkbox"/> Mower
<input type="checkbox"/> Generator	<input type="checkbox"/> Cold Planer	<input type="checkbox"/> Air Conditioner	<input type="checkbox"/> Solid Tires	<input type="checkbox"/> Ripper
<input type="checkbox"/> Lumber Forks	<input type="checkbox"/> E-Stick	<input type="checkbox"/> Broom	<input type="checkbox"/> Trencher	<input type="checkbox"/> Shear Head
<input type="checkbox"/> OHT Body Liner	<input type="checkbox"/> Grapple	<input type="checkbox"/> Compactor	<input type="checkbox"/> All-Wheel Steer	<input type="checkbox"/> Special Rims
<input type="checkbox"/> Rotasaw	<input type="checkbox"/> Magnet	<input type="checkbox"/> Feller Buncher	<input type="checkbox"/> Cab	<input type="checkbox"/> Winch

Other: *Front Scarifier*

**BLADES AND BUCKETS** (Check all that apply):

<input checked="" type="checkbox"/> PAT Blade <i>14 FT 1</i>	<input type="checkbox"/> Side Dump Bucket	<input type="checkbox"/> Landfill Bucket	<input type="checkbox"/> Chip Blade	<input type="checkbox"/> Angle Blade
<input type="checkbox"/> Bottom Dump Bucket	<input type="checkbox"/> "SU" Blade		<input type="checkbox"/> GP Bucket	<input type="checkbox"/> Coal Blade
<input type="checkbox"/> Ejector Bucket	<input type="checkbox"/> Carry Dozer Blade	<input type="checkbox"/> Stag Bucket	<input type="checkbox"/> Multi-Purpose Bucket	<input type="checkbox"/> High Volume Bucket
<input type="checkbox"/> Landfill Blade	<input type="checkbox"/> Front Dump Bucket	<input type="checkbox"/> "U" Blade	<input type="checkbox"/> Straight Blade	<input type="checkbox"/> Rock Bucket

Other:

**MARKET CATEGORIES** (Check all that apply):

<input type="checkbox"/> Heavy Construction – Airports, Bridges, Dams, Highway/Road	<input type="checkbox"/> Quarry – Granite, Limestone, Sand & Gravel
<input type="checkbox"/> Building Construction – Commercial, Residential, Utilities	<input type="checkbox"/> Forest Products – Loading, Road Construction, Skidding, Timber Harvesting
<input type="checkbox"/> Landscape Construction – Commercial, Residential	<input type="checkbox"/> Forest Products – Mill and Yard Operations
<input type="checkbox"/> Mining - Metals – Copper, Gold, Iron, Lead, Silver, Underground, Uranium Zinc	<input type="checkbox"/> Industrial – Dairy/Mushroom Farm, Demolition, Feed Lot, Fertilizer/Lime Handling, Landfills, Rendering Plants, Scrap Handling, Steel Mill, Transfer Stations
<input type="checkbox"/> Mining – Non-Metals – Clay, Coal, Oil Sands, Oil Shale, Peat, Underground	<input checked="" type="checkbox"/> Governmental – Road Maintenance, Snow Removal
<input type="checkbox"/> Petroleum & Gas – Exploration and Development, Pipelines	<input type="checkbox"/> Rental Services – Rental Fleets

This application survey is considered to be an integral part of the lease between the Lessor and Lessee. The information obtained from this survey will be primary importance in the lease payment schedule. Any change in the location, severity of application, annual hourly usage and/or attachments or configuration must be approved in writing by Ring Investments, LLC.

Lessee: **Suwannee County BD of Commissioners**

Lessor: **RING INVESTMENTS, LLC**

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

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

Print Name: **Greg Scott**

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

Title: **Suwannee County Administrator**

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

Date: **12/5/2023**

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

**MANDATORY CONDITION OF EQUIPMENT UPON RETURN:**

Lessee agrees that each Unit, upon its return, shall:

**MAINTENANCE AND GENERAL REQUIREMENTS:**

- Give the Lessor sixty (60) days notice prior to the Lease termination date of Lessee's intention to return any and all units to the Lessor.
- Return the units in the same configuration, with all attachments, as when delivered at lease inception. Lessee is responsible for costs, including but not limited to, fees, taxes and duties associated with tear down, loading, shipping and unloading of units to a site designated by the Lessor.
- Ensure the units upon return are thoroughly cleaned, steamed cleaned if available, and free from all oil, hydraulic and fuel leaks.
- Operate and maintain all units in accordance with Caterpillar Lubrication and Maintenance and Operators guide books, and insure all maintenance is performed at recommended intervals and only genuine Caterpillar filters and parts are used for all maintenance and repairs. All units must be in good operating condition and be able to perform all tasks under rated load.
- Enroll all units in a Caterpillar dealer Scheduled Oil Sampling (SOS) or comparable program, where available, for the entire term of the lease, and insure all fuels, lubricants, additives, and radiator water is clean and complies with Caterpillar recommended standards.
- Ensure all units are operated only in the applications for which they were designed and manufactured.
- Maintain a working engine hour meter at all times. Keep complete records of all hour meter changes along with major component change outs and routine maintenance and repair records.
- Ensure all service contracts are fully implemented and all maintenance and repairs are made on schedule. Product Improvements Programs (PIP's) must be complete before units are returned. **ATTACH A COPY OF ANY AND ALL REPAIR AND MAINTENANCE CONTRACTS AND PLANNED COMPONENT REPLACEMENT PROGRAMS.**
- Provide a secured place to store off-lease units upon request from the Lessor. Provide access to the units for purposes of maintenance or demonstration to prospective buyers at Lessor's request.

**Specific TYNWARE AND SAFETY REQUIREMENTS:**

- Ensure the operator's compartment is clean, and all switches, monitoring systems (EMS, VIMS, VIDS), gages, control levers, pedals, radio, mirrors, seats, insulation and all other contents are complete and in good working order.

- Ensure all window glass is clear, and free from cracks and major pitted, all window frames, doors and weather stripping are complete, and all service access compartment covers and doors, fenders, and other flat metal or plastic surfaces are in good working order and free from dents and cracks.
- Ensure all standard Caterpillar and non-Caterpillar safety items are complete and in good working order, including but not limited to roll over protection (ROPS) and falling object protections (FOPS) systems, seat belts, steps, safety rails, grab irons, cat walks, fire suppression systems, warning alarms, cameras and monitors.
- Ensure all electrical components, including but not limited to, wiring harness, batteries, alternators, drive belts, lighting and air conditioning systems are complete and in good working order.
- Ensure all repairs made to main structures, including but not limited to, main frames, roller frames, car bodies, swing gears, drawbars, circles, component housings, loader arms, booms, sticks, tag links, loader linkages, truck bodies, buckets, rippers and arches must be accomplished in accordance with factory recommended materials and repair procedures.

**REMAINING LIFE REQUIREMENTS:**

- Ensure all ground engaging tools, including but not limited to, buckets, dozer blades, base cutting edges, rippers, scarifiers, drums, feet tines, screeds, elevator flights, forks, and top clamps have good structural integrity and have fifty percent (50%) minimum remaining life.
- Return all track and rubber belted units with a minimum of fifty percent (50%) remaining life on each and every component, including but not limited to, track shoes, links, pins, bushings, idlers, bogies, sprockets, carrier rollers, and track rollers, belts can not have any cuts that extend into the cords and must not be missing guide blocks or grouser bars (lugs). Charges will be assessed for each component not meeting the requirement.
- Return all rubber tire units with a minimum of fifty percent (50%) remaining life of the original tread life of each tire. Recapped tires are not acceptable substitutes. All tires must be a matched set with the same tread type and pattern and have no significant cuts or chunking of the tread or side walls. Skid Steer tires are exempt from this provision.

**LESSOR RETAINS THE RIGHT TO ASK FOR ANY AND ALL REPAIR AND MAINTENANCE RECORDS DURING THE LEASE TERM AND/OR LEASE TERMINATION. A FULL MACHINE INSPECTION MAY BE CONDUCTED AT LESSEE'S EXPENSE ANY TIME EVIDENCE DEMONSTRATES MACHES ARE BEING ABUSED FROM NEGLIGENCE OR MISAPPLICATION.**

**REMEDY FOR RETURN CONDITIONS:**

Lessee will be invoiced for the parts and labor based on RPC's retail prices and retail labor rates to replace tires, undercarriage components, belts and all other non-conforming components as outlined in the "REMAINING LIFE REQUIREMENTS" section of the Mandatory Condition of Equipment Upon Return. The invoiced amounts will be based on the following percentages of remaining life and is payable upon receipt of invoice:

<u>Life Remaining</u>	<u>Charge To Lessee</u>
50% or greater	No charge to Lessee
31% to 49%	50% charge to Lessee
0% to 30%	70% charge to Lessee

**MAXIMUM USAGE:**

The model listed and equipped as stated above will be operated an estimated total of 125 HOURS PER MONTH over a term of 24 MONTHS for total usage during the leasing term of 3000 HOURS. This total usage combined with any accumulated HOURS prior to the Lease inception date, as stated above under current miles, will be the **total allowable machine hours** for the life of the Lease and the basis for any overuse charges.

**Total Lease Hours 3000 + Current Hours 8 = Total Allowable Machine Hours 3,008**

**OVERUSE CALCULATION:**

In addition to the Lessor's other rights herunder and not in lieu thereof, Lessee shall pay Lessor additional rent for each hour in excess of the Total Allowable Machine Miles established for the Lease as stated above. This hourly rate shall be **\$39.59 per hour. Please note: To avoid overuse charges, notify Ring Power Corporation immediately of any increase in machine usage that will cause the total usage to exceed the "Total Allowable Machine Hours" as stated above. The Lease contract will be adjusted to reflect the correct hours usage.**

**RING INVESTMENTS, LLC  
EQUIPMENT APPLICATION SURVEY**

Customer Name: Suwannee County BD of Commissioners      Location: 13150 80<sup>th</sup> Terrace, Live Oak, FL 32064  
 Make: CAT      Model: 120 LVR XSlope      Quantity: 1      S/N: Y9A00921  
 Annual Usage: 1500 Hours      Current Hours: 9      Dealer: Ring Power      Dealer Location: Saint Augustine, FL

\*\*\*\*\* IMPORTANT INFORMATION \*\*\*\*\*

*RESIDUAL EXCEPTION REQUESTS must be submitted to Ring Investments, LLC for the following applications: landfill, transfer and recycling stations; demolition, scrap yards and steel mills; salt, chemical, and corrosive environments such as fee lots, dairy farms, rendering plants, mushroom farms, fertilizer and lime handling, salt water areas and all hazardous waste handling; dusty or poor underfoot conditions; and all underground mining applications. Any applications requiring unusual attachments, equipment modifications or have non-traditional use of the equipment. Any transaction with five or more of one model.*

Please **COMPLETE THE ENTIRE SURVEY** for all transactions including any of the above applications.

**MAJOR ATTACHMENTS** (Check all that apply):

<input type="checkbox"/> 4 Wheel Drive	<input type="checkbox"/> Slope Board	<input type="checkbox"/> Pallet Forks	<input type="checkbox"/> Landscape Rake	<input type="checkbox"/> Concrete Crusher
<input type="checkbox"/> Auger	<input type="checkbox"/> Tiller	<input type="checkbox"/> Rotator	<input type="checkbox"/> Metal Shear	<input type="checkbox"/> Forks
<input type="checkbox"/> Cab Riser	<input type="checkbox"/> Access Platform	<input type="checkbox"/> Snow Plow	<input type="checkbox"/> Ride Control	<input type="checkbox"/> Long Reach Stick
<input type="checkbox"/> Delimber	<input type="checkbox"/> Block Forks	<input type="checkbox"/> Top Clamp	<input type="checkbox"/> Saw Head	<input type="checkbox"/> Mower
<input type="checkbox"/> Generator	<input type="checkbox"/> Cold Planer	<input type="checkbox"/> Air Conditioner	<input type="checkbox"/> Solid Tires	<input type="checkbox"/> Ripper
<input type="checkbox"/> Lumber Forks	<input type="checkbox"/> E-Slick	<input type="checkbox"/> Broom	<input type="checkbox"/> Trencher	<input type="checkbox"/> Shear Head
<input type="checkbox"/> OHT Body Liner	<input type="checkbox"/> Grapple	<input type="checkbox"/> Compactor	<input type="checkbox"/> All-Wheel Steer	<input type="checkbox"/> Special Rims
<input type="checkbox"/> Rotasaw	<input type="checkbox"/> Magnet	<input type="checkbox"/> Feller Buncher	<input type="checkbox"/> Cab	<input type="checkbox"/> Winch

Other: *Front Scarifier*

**BLADES AND BUCKETS** (Check all that apply):

<input checked="" type="checkbox"/> PAT Blade <i>14 FT</i>	<input type="checkbox"/> Side Dump Bucket	<input type="checkbox"/> Landfill Bucket	<input type="checkbox"/> Chip Blade	<input type="checkbox"/> Angle Blade
<input type="checkbox"/> Bottom Dump Bucket	<input type="checkbox"/> "SU" Blade	<input type="checkbox"/> GP Bucket	<input type="checkbox"/> Coal Blade	<input type="checkbox"/> Coal Blade
<input type="checkbox"/> Ejector Bucket	<input type="checkbox"/> Carry Dozer Blade	<input type="checkbox"/> Stag Bucket	<input type="checkbox"/> Multi-Purpose Bucket	<input type="checkbox"/> High Volume Bucket
<input type="checkbox"/> Landfill Blade	<input type="checkbox"/> Front Dump Bucket	<input type="checkbox"/> "U" Blade	<input type="checkbox"/> Straight Blade	<input type="checkbox"/> Rock Bucket

Other:

**MARKET CATEGORIES** (Check all that apply):

<input type="checkbox"/> Heavy Construction – Airports, Bridges, Dams, Highway/Road	<input type="checkbox"/> Quarry – Granite, Limestone, Sand & Gravel
<input type="checkbox"/> Building Construction – Commercial, Residential, Utilities	<input type="checkbox"/> Forest Products – Loading, Road Construction, Skidding, Timber Harvesting
<input type="checkbox"/> Landscape Construction – Commercial, Residential	<input type="checkbox"/> Forest Products – Mill and Yard Operations
<input type="checkbox"/> Mining - Metals – Copper, Gold, Iron, Lead, Silver, Underground, Uranium Zinc	<input type="checkbox"/> Industrial – Dairy/Mushroom Farm, Demolition, Feed Lot, Fertilizer/Lime Handling, Landfills, Rendering Plants, Scrap Handling, Steel Mill, Transfer Stations
<input type="checkbox"/> Mining – Non-Metals – Clay, Coal, Oil Sands, Oil Shale, Peat, Underground	<input checked="" type="checkbox"/> Governmental – Road Maintenance, Snow Removal
<input type="checkbox"/> Petroleum & Gas – Exploration and Development, Pipelines	<input type="checkbox"/> Rental Services – Rental Fleets

This application survey is considered to be an integral part of the lease between the Lessor and Lessee. The information obtained from this survey will be primary importance in the lease payment schedule. Any change in the location, severity of application, annual hourly usage and/or attachments or configuration must be approved in writing by Ring Investments, LLC.

Lessee: **Suwannee County BD of Commissioners**

Lessor: **RING INVESTMENTS, LLC**

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

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

Print Name: Greg Scott

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

Title: Suwannee County Administrator

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

Date: 12/5/2023

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

**MANDATORY CONDITION OF EQUIPMENT UPON RETURN:**

Lessee agrees that each Unit, upon its return, shall:

**MAINTENANCE AND GENERAL REQUIREMENTS:**

- Give the Lessor sixty (60) days notice prior to the Lease termination date of Lessee's intention to return any and all units to the Lessor.
- Return the units in the same configuration, with all attachments, as when delivered at lease inception. Lessee is responsible for costs, including but not limited to, fees, taxes and duties associated with tear down, loading, shipping and unloading of units to a site designated by the Lessor.
- Ensure the units upon return are thoroughly cleaned, steamed cleaned if available, and free from all oil, hydraulic and fuel leaks.
- Operate and maintain all units in accordance with Caterpillar Lubrication and Maintenance and Operators guide books, and insure all maintenance is performed at recommended intervals and only genuine Caterpillar filters and parts are used for all maintenance and repairs. All units must be in good operating condition and be able to perform all tasks under rated load.
- Enroll all units in a Caterpillar dealer Scheduled Oil Sampling (SOS) or comparable program, where available, for the entire term of the lease, and insure all fuels, lubricants, additives, and radiator water is clean and complies with Caterpillar recommended standards.
- Ensure all units are operated only in the applications for which they were designed and manufactured.
- Maintain a working engine hour meter at all times. Keep complete records of all hour meter changes along with major component change outs and routine maintenance and repair records.
- Ensure all service contracts are fully implemented and all maintenance and repairs are made on schedule. Product Improvements Programs (PIP's) must be complete before units are returned. **ATTACH A COPY OF ANY AND ALL REPAIR AND MAINTENANCE CONTRACTS AND PLANNED COMPONENT REPLACEMENT PROGRAMS.**
- Provide a secured place to store off-lease units upon request from the Lessor. Provide access to the units for purposes of maintenance or demonstration to prospective buyers at Lessor's request.

**Specific TYNWARE AND SAFETY REQUIREMENTS:**

- Ensure the operator's compartment is clean, and all switches, monitoring systems (EMS, VIMS, VIDS), gages, control levers, pedals, radio, mirrors, seats, insulation and all other contents are complete and in good working order.

- Ensure all window glass is clear, and free from cracks and major pitted, all window frames, doors and weather stripping are complete, and all service access compartment covers and doors, fenders, and other flat metal or plastic surfaces are in good working order and free from dents and cracks.
- Ensure all standard Caterpillar and non-Caterpillar safety items are complete and in good working order, including but not limited to roll over protection (ROPS) and falling object protections (FOPS) systems, seat belts, steps, safety rails, grab irons, cat walks, fire suppression systems, warning alarms, cameras and monitors.
- Ensure all electrical components, including but not limited to, wiring harness, batteries, alternators, drive belts, lighting and air conditioning systems are complete and in good working order.
- Ensure all repairs made to main structures, including but not limited to, main frames, roller frames, car bodies, swing gears, drawbars, circles, component housings, loader arms, booms, sticks, tag links, loader linkages, truck bodies, buckets, rippers and arches must be accomplished in accordance with factory recommended materials and repair procedures.

**REMAINING LIFE REQUIREMENTS:**

- Ensure all ground engaging tools, including but not limited to, buckets, dozer blades, base cutting edges, rippers, scarifiers, drums, feet tines, screeds, elevator flights, forks, and top clamps have good structural integrity and have fifty percent (50%) minimum remaining life.
- Return all track and rubber belted units with a minimum of fifty percent (50%) remaining life on each and every component, including but not limited to, track shoes, links, pins, bushings, idlers, bogies, sprockets, carrier rollers, and track rollers, belts can not have any cuts that extend into the cords and must not be missing guide blocks or grouser bars (lugs). Charges will be assessed for each component not meeting the requirement.
- Return all rubber tire units with a minimum of fifty percent (50%) remaining life of the original tread life of each tire. Recapped tires are not acceptable substitutes. All tires must be a matched set with the same tread type and pattern and have no significant cuts or chunking of the tread or side walls. Skid Steer tires are exempt from this provision.

**LESSOR RETAINS THE RIGHT TO ASK FOR ANY AND ALL REPAIR AND MAINTENANCE RECORDS DURING THE LEASE TERM AND/OR LEASE TERMINATION. A FULL MACHINE INSPECTION MAY BE CONDUCTED AT LESSEE'S EXPENSE ANY TIME EVIDENCE DEMONSTRATES MACHES ARE BEING ABUSED FROM NEGLIGENCE OR MISAPPLICATION.**

**REMEDY FOR RETURN CONDITIONS:**

Lessee will be invoiced for the parts and labor based on RPC's retail prices and retail labor rates to replace tires, undercarriage components, belts and all other non-conforming components as outlined in the "REMAINING LIFE REQUIREMENTS" section of the Mandatory Condition of Equipment Upon Return. The invoiced amounts will be based on the following percentages of remaining life and is payable upon receipt of invoice:

<u>Life Remaining</u>	<u>Charge To Lessee</u>
50% or greater	No charge to Lessee
31% to 49%	50% charge to Lessee
0% to 30%	70% charge to Lessee

**MAXIMUM USAGE:**

The model listed and equipped as stated above will be operated an estimated total of 125 HOURS PER MONTH over a term of 24 MONTHS for total usage during the leasing term of 3000 HOURS. This total usage combined with any accumulated HOURS prior to the Lease inception date, as stated above under current miles, will be the **total allowable machine hours** for the life of the Lease and the basis for any overuse charges.

**Total Lease Hours 3000 + Current Hours 9 = Total Allowable Machine Hours 3,009**

**OVERUSE CALCULATION:**

In addition to the Lessor's other rights herunder and not in lieu thereof, Lessee shall pay Lessor additional rent for each hour in excess of the Total Allowable Machine Miles established for the Lease as stated above. This hourly rate shall be **\$39.59 per hour**. **Please note: To avoid overuse charges, notify Ring Power Corporation immediately of any increase in machine usage that will cause the total usage to exceed the "Total Allowable Machine Hours" as stated above. The Lease contract will be adjusted to reflect the correct hours usage.**

**RING INVESTMENTS, LLC  
EQUIPMENT APPLICATION SURVEY**

Customer Name: Suwannee County BD of Commissioners      Location: 13150 80<sup>th</sup> Terrace, Live Oak, FL 32064  
 Make: CAT      Model: 120 LVR XSlope      Quantity: 1      S/N: Y9A00919  
 Annual Usage: 1500 Hours      Current Hours: 11      Dealer: Ring Power      Dealer Location: Saint Augustine, FL

\*\*\*\*\* IMPORTANT INFORMATION \*\*\*\*\*

**RESIDUAL EXCEPTION REQUESTS must be submitted to Ring Investments, LLC for the following applications: landfill, transfer and recycling stations; demolition, scrap yards and steel mills; salt, chemical, and corrosive environments such as fee lots, dairy farms, rendering plants, mushroom farms, fertilizer and lime handling, salt water areas and all hazardous waste handling; dusty or poor underfoot conditions; and all underground mining applications. Any applications requiring unusual attachments, equipment modifications or have non-traditional use of the equipment. Any transaction with five or more of one model.**

Please **COMPLETE THE ENTIRE SURVEY** for all transactions including any of the above applications.

**MAJOR ATTACHMENTS (Check all that apply):**

<input type="checkbox"/> 4 Wheel Drive	<input type="checkbox"/> Slope Board	<input type="checkbox"/> Pallet Forks	<input type="checkbox"/> Landscape Rake	<input type="checkbox"/> Concrete Crusher
<input type="checkbox"/> Auger	<input type="checkbox"/> Tiller	<input type="checkbox"/> Rotator	<input type="checkbox"/> Metal Shear	<input type="checkbox"/> Forks
<input type="checkbox"/> Cab Riser	<input type="checkbox"/> Access Platform	<input type="checkbox"/> Snow Plow	<input type="checkbox"/> Ride Control	<input type="checkbox"/> Long Reach Stick
<input type="checkbox"/> Delimber	<input type="checkbox"/> Block Forks	<input type="checkbox"/> Top Clamp	<input type="checkbox"/> Saw Head	<input type="checkbox"/> Mower
<input type="checkbox"/> Generator	<input type="checkbox"/> Cold Planer	<input type="checkbox"/> Air Conditioner	<input type="checkbox"/> Solid Tires	<input type="checkbox"/> Ripper
<input type="checkbox"/> Lumber Forks	<input type="checkbox"/> E-Stick	<input type="checkbox"/> Broom	<input type="checkbox"/> Trencher	<input type="checkbox"/> Shear Head
<input type="checkbox"/> OHT Body Liner	<input type="checkbox"/> Grapple	<input type="checkbox"/> Compactor	<input type="checkbox"/> All-Wheel Steer	<input type="checkbox"/> Special Rims
<input type="checkbox"/> Rotasaw	<input type="checkbox"/> Magnet	<input type="checkbox"/> Feller Buncher	<input type="checkbox"/> Cab	<input type="checkbox"/> Winch

Other: *Front Scarifier*

**BLADES AND BUCKETS (Check all that apply):**

<input checked="" type="checkbox"/> PAT Blade <i>14 FT</i>	<input type="checkbox"/> Side Dump Bucket	<input type="checkbox"/> Landfill Bucket	<input type="checkbox"/> Chip Blade	<input type="checkbox"/> Angle Blade
<input type="checkbox"/> Bottom Dump Bucket	<input type="checkbox"/> "SU" Blade		<input type="checkbox"/> GP Bucket	<input type="checkbox"/> Coal Blade
<input type="checkbox"/> Ejector Bucket	<input type="checkbox"/> Carry Dozer Blade	<input type="checkbox"/> Stag Bucket	<input type="checkbox"/> Multi-Purpose Bucket	<input type="checkbox"/> High Volume Bucket
<input type="checkbox"/> Landfill Blade	<input type="checkbox"/> Front Dump Bucket	<input type="checkbox"/> "U" Blade	<input type="checkbox"/> Straight Blade	<input type="checkbox"/> Rock Bucket

Other:

**MARKET CATEGORIES (Check all that apply):**

<input type="checkbox"/> Heavy Construction – Airports, Bridges, Dams, Highway/Road	<input type="checkbox"/> Quarry – Granite, Limestone, Sand & Gravel
<input type="checkbox"/> Building Construction – Commercial, Residential, Utilities	<input type="checkbox"/> Forest Products – Loading, Road Construction, Skidding, Timber Harvesting
<input type="checkbox"/> Landscape Construction – Commercial, Residential	<input type="checkbox"/> Forest Products – Mill and Yard Operations
<input type="checkbox"/> Mining - Metals – Copper, Gold, Iron, Lead, Silver, Underground, Uranium Zinc	<input type="checkbox"/> Industrial – Dairy/Mushroom Farm, Demolition, Feed Lot, Fertilizer/Lime Handling, Landfills, Rendering Plants, Scrap Handling, Steel Mill, Transfer Stations
<input type="checkbox"/> Mining – Non-Metals – Clay, Coal, Oil Sands, Oil Shale, Peat, Underground	<input checked="" type="checkbox"/> Governmental – Road Maintenance, Snow Removal
<input type="checkbox"/> Petroleum & Gas – Exploration and Development, Pipelines	<input type="checkbox"/> Rental Services – Rental Fleets

This application survey is considered to be an integral part of the lease between the Lessor and Lessee. The information obtained from this survey will be primary importance in the lease payment schedule. Any change in the location, severity of application, annual hourly usage and/or attachments or configuration must be approved in writing by Ring Investments, LLC.

Lessee: **Suwannee County BD of Commissioners**

Lessor: **RING INVESTMENTS, LLC**

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

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

Print Name: **Greg Scott**

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

Title: **Suwannee County Administrator**

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

Date: **12/5/2023**

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



**MANDATORY CONDITION OF EQUIPMENT UPON RETURN:**

Lessee agrees that each Unit, upon its return, shall:

**MAINTENANCE AND GENERAL REQUIREMENTS:**

- Give the Lessor sixty (60) days notice prior to the Lease termination date of Lessee's intention to return any and all units to the Lessor.
- Return the units in the same configuration, with all attachments, as when delivered at lease inception. Lessee is responsible for costs, including but not limited to, fees, taxes and duties associated with tear down, loading, shipping and unloading of units to a site designated by the Lessor.
- Ensure the units upon return are thoroughly cleaned, steamed cleaned if available, and free from all oil, hydraulic and fuel leaks.
- Operate and maintain all units in accordance with Caterpillar Lubrication and Maintenance and Operators guide books, and insure all maintenance is performed at recommended intervals and only genuine Caterpillar filters and parts are used for all maintenance and repairs. All units must be in good operating condition and be able to perform all tasks under rated load.
- Enroll all units in a Caterpillar dealer Scheduled Oil Sampling (SOS) or comparable program, where available, for the entire term of the lease, and insure all fuels, lubricants, additives, and radiator water is clean and complies with Caterpillar recommended standards.
- Ensure all units are operated only in the applications for which they were designed and manufactured.
- Maintain a working engine hour meter at all times. Keep complete records of all hour meter changes along with major component change outs and routine maintenance and repair records.
- Ensure all service contracts are fully implemented and all maintenance and repairs are made on schedule. Product Improvements Programs (PIP's) must be complete before units are returned. **ATTACH A COPY OF ANY AND ALL REPAIR AND MAINTENANCE CONTRACTS AND PLANNED COMPONENT REPLACEMENT PROGRAMS.**
- Provide a secured place to store off-lease units upon request from the Lessor. Provide access to the units for purposes of maintenance or demonstration to prospective buyers at Lessor's request.

**Specific TINYWARE AND SAFETY REQUIREMENTS:**

- Ensure the operator's compartment is clean, and all switches, monitoring systems (EMS, VIMS, VIDS), gages, control levers, pedals, radio, mirrors, seats, insulation and all other contents are complete and in good working order.

- Ensure all window glass is clear, and free from cracks and major pitted, all window frames, doors and weather stripping are complete, and all service access compartment covers and doors, fenders, and other flat metal or plastic surfaces are in good working order and free from dents and cracks.
- Ensure all standard Caterpillar and non-Caterpillar safety items are complete and in good working order, including but not limited to roll over protection (ROPS) and falling object protections (FOPS) systems, seat belts, steps, safety rails, grab irons, cat walks, fire suppression systems, warning alarms, cameras and monitors.
- Ensure all electrical components, including but not limited to, wiring harness, batteries, alternators, drive belts, lighting and air conditioning systems are complete and in good working order.
- Ensure all repairs made to main structures, including but not limited to, main frames, base cutting edges, rippers, scarifiers, drums, feet tines, screeds, elevator flights, forks, and top clamps have good structural integrity and have fifty percent (50%) minimum remaining life.
- Return all track and rubber belted units with a minimum of fifty percent (50%) remaining life on each and every component, including but not limited to, track shoes, links, pins, bushings, idlers, bogies, sprockets, carrier rollers, and track rollers, bells can not have any cuts that extend into the cords and must not be missing guide blocks or grouser bars (lugs). Charges will be assessed for each component not meeting the requirement.
- Return all rubber tire units with a minimum of fifty percent (50%) remaining life of the original tread life of each tire. Recapped tires are not acceptable substitutes. All tires must be a matched set with the same tread type and pattern and have no significant cuts or chunking of the tread or side walls. Skid Steer tires are exempt from this provision.

**REMAINING LIFE REQUIREMENTS:**

- Ensure all ground engaging tools, including but not limited to, buckets, dozer blades, base cutting edges, rippers, scarifiers, drums, feet tines, screeds, elevator flights, forks, and top clamps have good structural integrity and have fifty percent (50%) minimum remaining life.
- Return all track and rubber belted units with a minimum of fifty percent (50%) remaining life on each and every component, including but not limited to, track shoes, links, pins, bushings, idlers, bogies, sprockets, carrier rollers, and track rollers, bells can not have any cuts that extend into the cords and must not be missing guide blocks or grouser bars (lugs). Charges will be assessed for each component not meeting the requirement.
- Return all rubber tire units with a minimum of fifty percent (50%) remaining life of the original tread life of each tire. Recapped tires are not acceptable substitutes. All tires must be a matched set with the same tread type and pattern and have no significant cuts or chunking of the tread or side walls. Skid Steer tires are exempt from this provision.

**LESSOR RETAINS THE RIGHT TO ASK FOR ANY AND ALL REPAIR AND MAINTENANCE RECORDS DURING THE LEASE TERM AND/OR LEASE TERMINATION. A FULL MACHINE INSPECTION MAY BE CONDUCTED AT LESSEE'S EXPENSE ANY TIME EVIDENCE DEMONSTRATES MACHES ARE BEING ABUSED FROM NEGLIGENCE OR MISAPPLICATION.**

**REMEDY FOR RETURN CONDITIONS:**

Lessee will be invoiced for the parts and labor based on RPC's retail prices and retail labor rates to replace tires, undercarriage components, belts and all other non-conforming components as outlined in the "REMAINING LIFE REQUIREMENTS" section of the Mandatory Condition of Equipment Upon Return. The invoiced amounts will be based on the following percentages of remaining life and is payable upon receipt of invoice:

<u>Life Remaining</u>	<u>Charge To Lessee</u>
50% or greater	No charge to Lessee
31% to 49%	50% charge to Lessee
0% to 30%	70% charge to Lessee

**MAXIMUM USAGE:**

The model listed and equipped as stated above will be operated an estimated total of 125 HOURS PER MONTH over a term of 24 MONTHS for total usage during the leasing term of 3000 HOURS. This total usage combined with any accumulated HOURS prior to the Lease inception date, as stated above under current miles, will be the **total allowable machine hours** for the life of the Lease and the basis for any overuse charges.

**Total Lease Hours 3000 + Current Hours 11 = Total Allowable Machine Hours 3,011**

**OVERUSE CALCULATION:**

In addition to the Lessor's other rights herunder and not in lieu thereof, Lessee shall pay Lessor additional rent for each hour in excess of the Total Allowable Machine Miles established for the Lease as stated above. This hourly rate shall be **\$39.59 per hour. Please note: To avoid overuse charges, notify Ring Power Corporation immediately of any increase in machine usage that will cause the total usage to exceed the "Total Allowable Machine Hours" as stated above. The Lease contract will be adjusted to reflect the correct hours usage.**

**RING INVESTMENTS, LLC  
EQUIPMENT APPLICATION SURVEY**

Customer Name: Suwannee County BD of Commissioners      Location: 13150 80<sup>th</sup> Terrace, Live Oak, FL 32064  
 Make: CAT      Model: 120 LVR XSlope      Quantity: 1      S/N: Y9A00914  
 Annual Usage: 1500 Hours      **Current Hours: 14**      Dealer: Ring Power      Dealer Location: Saint Augustine, FL

\*\*\*\*\* IMPORTANT INFORMATION \*\*\*\*\*

**RESIDUAL EXCEPTION REQUESTS must be submitted to Ring Investments, LLC for the following applications: landfill, transfer and recycling stations; demolition, scrap yards and steel mills; salt, chemical, and corrosive environments such as fee lots, dairy farms, rendering plants, mushroom farms, fertilizer and lime handling, salt water areas and all hazardous waste handling; dusty or poor underfoot conditions; and all underground mining applications. Any applications requiring unusual attachments, equipment modifications or have non-traditional use of the equipment. Any transaction with five or more of one model.**

Please **COMPLETE THE ENTIRE SURVEY** for all transactions including any of the above applications.

**MAJOR ATTACHMENTS** (Check all that apply):

<input type="checkbox"/> 4 Wheel Drive	<input type="checkbox"/> Slope Board	<input type="checkbox"/> Pallet Forks	<input type="checkbox"/> Landscape Rake	<input type="checkbox"/> Concrete Crusher
<input type="checkbox"/> Auger	<input type="checkbox"/> Tiller	<input type="checkbox"/> Rotator	<input type="checkbox"/> Metal Shear	<input type="checkbox"/> Forks
<input type="checkbox"/> Cab Riser	<input type="checkbox"/> Access Platform	<input type="checkbox"/> Snow Plow	<input type="checkbox"/> Ride Control	<input type="checkbox"/> Long Reach Stick
<input type="checkbox"/> Delimber	<input type="checkbox"/> Block Forks	<input type="checkbox"/> Top Clamp	<input type="checkbox"/> Saw Head	<input type="checkbox"/> Mower
<input type="checkbox"/> Generator	<input type="checkbox"/> Cold Planer	<input type="checkbox"/> Air Conditioner	<input type="checkbox"/> Solid Tires	<input type="checkbox"/> Ripper
<input type="checkbox"/> Lumber Forks	<input type="checkbox"/> E-Stick	<input type="checkbox"/> Broom	<input type="checkbox"/> Trencher	<input type="checkbox"/> Shear Head
<input type="checkbox"/> OHT Body Liner	<input type="checkbox"/> Grapple	<input type="checkbox"/> Compactor	<input type="checkbox"/> All-Wheel Steer	<input type="checkbox"/> Special Rims
<input type="checkbox"/> Rotasaw	<input type="checkbox"/> Magnet	<input type="checkbox"/> Feller Buncher	<input type="checkbox"/> Cab	<input type="checkbox"/> Winch

Other: *Front Scarifier*

**BLADES AND BUCKETS** (Check all that apply):

<input checked="" type="checkbox"/> PAT Blade <i>14FT</i>	<input type="checkbox"/> Side Dump Bucket	<input type="checkbox"/> Landfill Bucket	<input type="checkbox"/> Chip Blade	<input type="checkbox"/> Angle Blade
<input type="checkbox"/> Bottom Dump Bucket	<input type="checkbox"/> "SU" Blade		<input type="checkbox"/> GP Bucket	<input type="checkbox"/> Coal Blade
<input type="checkbox"/> Ejector Bucket	<input type="checkbox"/> Carry Dozer Blade	<input type="checkbox"/> Stag Bucket	<input type="checkbox"/> Multi-Purpose Bucket	<input type="checkbox"/> High Volume Bucket
<input type="checkbox"/> Landfill Blade	<input type="checkbox"/> Front Dump Bucket	<input type="checkbox"/> "U" Blade	<input type="checkbox"/> Straight Blade	<input type="checkbox"/> Rock Bucket

Other:

**MARKET CATEGORIES** (Check all that apply):

<input type="checkbox"/> Heavy Construction – Airports, Bridges, Dams, Highway/Road	<input type="checkbox"/> Quarry – Granite, Limestone, Sand & Gravel
<input type="checkbox"/> Building Construction – Commercial, Residential, Utilities	<input type="checkbox"/> Forest Products – Loading, Road Construction, Skidding, Timber Harvesting
<input type="checkbox"/> Landscape Construction – Commercial, Residential	<input type="checkbox"/> Forest Products – Mill and Yard Operations
<input type="checkbox"/> Mining - Metals – Copper, Gold, Iron, Lead, Silver, Underground, Uranium Zinc	<input type="checkbox"/> Industrial – Dairy/Mushroom Farm, Demolition, Feed Lot, Fertilizer/Lime Handling, Landfills, Rendering Plants, Scrap Handling, Steel Mill, Transfer Stations
<input type="checkbox"/> Mining – Non-Metals – Clay, Coal, Oil Sands, Oil Shale, Peat, Underground	<input checked="" type="checkbox"/> Governmental – Road Maintenance, Snow Removal
<input type="checkbox"/> Petroleum & Gas – Exploration and Development, Pipelines	<input type="checkbox"/> Rental Services – Rental Fleets

This application survey is considered to be an integral part of the lease between the Lessor and Lessee. The information obtained from this survey will be primary importance in the lease payment schedule. Any change in the location, severity of application, annual hourly usage and/or attachments or configuration must be approved in writing by Ring Investments, LLC.

Lessee: **Suwannee County BD of Commissioners**

Lessor: **RING INVESTMENTS, LLC**

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

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

Print Name: **Greg Scott**

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

Title: **Suwannee County Administrator**

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

Date: **12/5/2023**

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

**MANDATORY CONDITION OF EQUIPMENT UPON RETURN:**

Lessee agrees that each Unit, upon its return, shall:

**MAINTENANCE AND GENERAL REQUIREMENTS:**

- Give the Lessor sixty (60) days notice prior to the Lease termination date of Lessee's intention to return any and all units to the Lessor.
- Return the units in the same configuration, with all attachments, as when delivered at lease inception. Lessee is responsible for costs, including but not limited to, fees, taxes and duties associated with tear down, loading, shipping and unloading of units to a site designated by the Lessor.
- Ensure the units upon return are thoroughly cleaned, steamed cleaned if available, and free from all oil, hydraulic and fuel leaks.
- Operate and maintain all units in accordance with Caterpillar Lubrication and Maintenance and Operators guide books, and insure all maintenance is performed at recommended intervals and only genuine Caterpillar filters and parts are used for all maintenance and repairs. All units must be in good operating condition and be able to perform all tasks under rated load.
- Enroll all units in a Caterpillar dealer Scheduled Oil Sampling (SOS) or comparable program, where available, for the entire term of the lease, and insure all fuels, lubricants, additives, and radiator water is clean and complies with Caterpillar recommended standards.
- Ensure all units are operated only in the applications for which they were designed and manufactured.
- Maintain a working engine hour meter at all times. Keep complete records of all hour meter changes along with major component change outs and routine maintenance and repair records.
- Ensure all service contracts are fully implemented and all maintenance and repairs are made on schedule. Product Improvements Programs (PIP's) must be complete before units are returned. **ATTACH A COPY OF ANY AND ALL REPAIR AND MAINTENANCE CONTRACTS AND PLANNED COMPONENT REPLACEMENT PROGRAMS.**
- Provide a secured place to store off-lease units upon request from the Lessor. Provide access to the units for purposes of maintenance or demonstration to prospective buyers at Lessor's request.

**Specific TINTWARE AND SAFETY REQUIREMENTS:**

- Ensure the operator's compartment is clean, and all switches, monitoring systems (EMS, VIMS, VIDS), gages, control levers, pedals, radio, mirrors, seats, insulation and all other contents are complete and in good working order.

- Ensure all window glass is clear, and free from cracks and major pitted, all window frames, doors and weather stripping are complete, and all service access compartment covers and doors, fenders, and other flat metal or plastic surfaces are in good working order and free from dents and cracks.
- Ensure all standard Caterpillar and non-Caterpillar safety items are complete and in good working order, including but not limited to roll over protection (ROPS) and falling object protections (FOPS) systems, seat belts, steps, safety rails, grab irons, cat walks, fire suppression systems, warning alarms, cameras and monitors.
- Ensure all electrical components, including but not limited to, wiring harness, batteries, alternators, drive belts, lighting and air conditioning systems are complete and in good working order.
- Ensure all repairs made to main structures, including but not limited to, main frames, roller frames, car bodies, swing gears, drawbars, circles, component housings, loader arms, booms, sticks, tag links, loader linkages, truck bodies, buckets, rippers and arches must be accomplished in accordance with factory recommended materials and repair procedures.

**REMAINING LIFE REQUIREMENTS:**

- Ensure all ground engaging tools, including but not limited to, buckets, dozer blades, base cutting edges, rippers, scarifiers, drums, feet tines, screeds, elevator flights, forks, and top clamps have good structural integrity and have fifty percent (50%) minimum remaining life.
- Return all track and rubber belted units with a minimum of fifty percent (50%) remaining life on each and every component, including but not limited to, track shoes, links, pins, bushings, idlers, bogies, sprockets, carrier rollers, and track rollers, belts can not have any cuts that extend into the cords and must not be missing guide blocks or grouser bars (lugs). Charges will be assessed for each component not meeting the requirement.
- Return all rubber tire units with a minimum of fifty percent (50%) remaining life of the original tread life of each tire. Recapped tires are not acceptable substitutes. All tires must be a matched set with the same tread type and pattern and have no significant cuts or chunking of the tread or side walls. Skid Steer tires are exempt from this provision.

**LESSOR RETAINS THE RIGHT TO ASK FOR ANY AND ALL REPAIR AND MAINTENANCE RECORDS DURING THE LEASE TERM AND/OR LEASE TERMINATION. A FULL MACHINE INSPECTION MAY BE CONDUCTED AT LESSEE'S EXPENSE ANY TIME EVIDENCE DEMONSTRATES MACHES ARE BEING ABUSED FROM NEGLIGENCE OR MISAPPLICATION.**

**REMEDY FOR RETURN CONDITIONS:**

Lessee will be invoiced for the parts and labor based on RPC's retail prices and retail labor rates to replace tires, undercarriage components, belts and all other non-conforming components as outlined in the "REMAINING LIFE REQUIREMENTS" section of the Mandatory Condition of Equipment Upon Return. The invoiced amounts will be based on the following percentages of remaining life and is payable upon receipt of invoice:

<u>Life Remaining</u>	<u>Charge To Lessee</u>
50% or greater	No charge to Lessee
31% to 49%	50% charge to Lessee
0% to 30%	70% charge to Lessee

**MAXIMUM USAGE:**

The model listed and equipped as stated above will be operated an estimated total of 125 HOURS PER MONTH over a term of 24 MONTHS for total usage during the leasing term of 3000 HOURS. This total usage combined with any accumulated HOURS prior to the Lease inception date, as stated above under current miles, will be the **total allowable machine hours** for the life of the Lease and the basis for any overuse charges.

**Total Lease Hours 3000 + Current Hours 14 = Total Allowable Machine Hours 3,014**

**OVERUSE CALCULATION:**

In addition to the Lessor's other rights herunder and not in lieu thereof, Lessee shall pay Lessor additional rent for each hour in excess of the Total Allowable Machine Miles established for the Lease as stated above. This hourly rate shall be **\$39.59 per hour. Please note: To avoid overuse charges, notify Ring Power Corporation immediately of any increase in machine usage that will cause the total usage to exceed the "Total Allowable Machine Hours" as stated above. The Lease contract will be adjusted to reflect the correct hours usage.**



**RING**  
INVESTMENTS, LLC

Ring Investments, LLC  
500 World Commerce Parkway  
St. Augustine, FL 32092  
904-494-1101

## INVOICE

SUWANNEE COUNTY BOCC  
13150 80TH TERRACE  
LIVE OAK, FL 32064

**Invoice No.:**

61372

**Payment Due Date:**

ON RECEIPT

**Account No.:**

SUWCO.49

Annual Payment on Governmental Lease-Option to Purchase Agreement for:

SIX (6) CAT 120 LVR XSlope MOTOR GRADERS:

Serial Number: Y9A00914, Y9A00919, Y9A00921, Y9A00922, Y9A00927, Y9A00928

AMOUNT

\*\*\*\$ 356,304.00

We appreciate your prompt payment

Fax: 904-281-0155

Email: Susan.Richardson@ringpower.com or Lisette.Vega@ringpower.com

NOTE:

**Payment options:** You can pay by via check, ACH (Request form) or online customer portal. If you want to use our online customer portal, please use this link:  
<https://regions.billeriq.com/ebpp/RingInvest/Login/Index>.

**If paying by check, please make check payable to and mail to:**

Ring Investments, LLC

500 World Commerce Parkway

St. Augustine, FL 32092



# **SUWANNEE COUNTY**

## **Administration**

### **Executive Summary**

#### **Objective:**

Approval of the FDEM grant agreement for reimbursement of Hurricane Idalia storm expenses

#### **Considerations:**

- FDEM has prepared a subgrant agreement for the purpose of reimbursing the County for Hurricane Idalia storm expenses
- FDEM is requesting that the County assign an "authorized agent" from the County to sign all reimbursement related documents

#### **Budget Impact:**

- No budget impact

#### **Recommendation:**

- Respectfully request the Board to approve and execute FDEM grant #Z3964 pending County Attorney review/recommendation
- Respectfully request the Board to assign Greg Scott, County administrator, as the authorized agent for FDEM grant #Z3964

Respectfully submitted,

Greg Scott,

County Administrator



C. This Agreement establishes the relationship between the Division and the Subrecipient to allow the Division to pay grant funds to the Subrecipient.

THEREFORE, the Division and the Subrecipient agree to the following:

**(1) APPLICATION OF STATE LAW TO THIS AGREEMENT**

2 CFR § 200.302 provides: "Each state must expend and account for the Federal award in accordance with state laws and procedures for expending and accounting for the state's own funds." Therefore, section 215.971, Florida Statutes, entitled "Agreements funded with federal or state assistance," applies to this Agreement.

**(2) LAWS, RULES, REGULATIONS AND POLICIES**

a. Performance under this Agreement is subject to 2 CFR Part 200, entitled "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards."

b. In addition to the foregoing, the Subrecipient and the Division shall be governed by all applicable State and Federal laws, rules, and regulations. Any express reference in this Agreement to a particular statute, rule, or regulation in no way implies that no other statute, rule, or regulation applies. The applicable statutes, rules, or regulations are the statutes, rules, or regulations in effect at the time of the declaration of the incident through which federal funds are awarded, or as otherwise indicated as retroactively applied.

**(3) CONTACT**

a. In accordance with section 215.971(2), Florida Statutes, the Division's Grant Manager shall be responsible for enforcing performance of this Agreement's terms and conditions and shall serve as the Division's liaison with the Subrecipient. As part of his/her duties, the Grant Manager for the Division shall:

- i. Monitor and document Subrecipient performance; and
- ii. Review and document all deliverables for which the Subrecipient requests payment.

b. The Division's Grant Manager for this Agreement is:

Name           Jennifer Stallings  
Title            Finance & Administration Manager  
Bureau of       Recovery  
Address:        Florida Division of Emergency Management  
                    2555 Shumard Oak Blvd.  
                    Tallahassee, FL 32399-2100  
Telephone:      (850) 815-4458  
Email:           Jennifer.Stallings@em.myflorida.com

c. The name and address of the Representative of the Subrecipient responsible for the administration of this Agreement is:

Name: Shannon Roberts  
Address: 13150 80th Terrace, Live Oak, FL. 32060

---



Telephone: 386-590-0732  
Email: shannonr@suwcountyfl.gov

d. In the event that different representatives or addresses are designated by either party after execution of this Agreement, notice of the name, title, and address of the new representative will be provided to the other party in writing via letter or electronic email.

e. **Systems Access:** It is the Subrecipient's responsibility to maintain current active users in the Division's grants management system in accordance with Attachment B to this Agreement ("Systems Access Form").

**(4) TERMS AND CONDITIONS**

This Agreement contains all the terms and conditions agreed upon by the parties.

**(5) EXECUTION**

This Agreement may be executed in any number of counterparts, of which may be taken as an original.

**(6) MODIFICATION**

Either party may request modification of the provisions of this Agreement. Changes which are agreed upon shall be valid only when in writing, signed by each of the parties, and attached to the original of this Agreement.

**(7) SCOPE OF WORK**

The Subrecipient shall perform the work as approved by FEMA and provide the necessary documentation to substantiate work completed.

**(8) PERIOD OF AGREEMENT/PERIOD OF PERFORMANCE**

The Period of Agreement establishes a timeframe for all Subrecipient contractual obligations to be completed. Upon execution by both parties, this Agreement shall begin on the first day of the incident period for the disaster applicable to the agreement and shall end upon closeout of the Subrecipient's account for this disaster by the Federal Awarding Agency, unless terminated earlier as specified elsewhere in this Agreement. This Agreement survives and remains in effect after termination for the herein referenced State and Federal audit requirements and the referenced required records retention periods. Work may only be performed during the timeframes established and approved by FEMA for each Category of Work type.

**(9) FUNDING**

a. The amount of total available funding for this subgrant is limited to the amount obligated by the Federal Awarding Agency for all projects approved for this Subrecipient for DR - 4734 - Hurricane Idalia. Payments to Subrecipients are contingent upon the granting of budget authority to the Division.

b. Pursuant to section 252.37(5)(a), Florida Statutes, unless otherwise specified in the General Appropriations Act, whenever the State accepts financial assistance from the Federal Government or its agencies under the Federal Public Assistance Program and such financial assistance is conditioned upon a requirement for matching funds, the State shall provide the entire match requirement for state agencies and one-half of the required match for grants to Local governments. **Affected Local governments shall be required to provide one-half of the required match prior to receipt of such financial assistance. Section 252.37, Florida Statutes, does not**

**apply to Subrecipients that are considered Private Non-Profit entities, therefore the entire non-federal share shall be the responsibility of the Private Non-Profit Subrecipient.**

c. The Executive Office of the Governor may approve a waiver to local governments for the Non-Federal match requirement. The local government must apply for the waiver in accordance with Section 252.37(5)(b), Florida Statutes. Local governments must apply for the match waiver independently from their respective County.

**(10) PAYMENT**

a. The payment method used by the Division is either a Cost Reimbursement or an Advance Payment. Advance payments will be governed by Chapter 216, Florida Statutes.

b. The Division's Grant Manager, as required by section 215.971(2)(c), Florida Statutes, shall reconcile and verify all funds received against all funds expended during the grant agreement period and produce a final reconciliation report. The final report must identify any funds paid in excess of the expenditures incurred by the Subrecipient.

**(11) REPAYMENTS**

a. Refunds or repayments of obligated funds may be paid to the Division through check or through a payment plan as approved by the Department of Financial Services. Additionally, FEMA may permit the Division to off-set against other obligated projects where deemed appropriate. In accordance with Chapter 255, Florida Statutes, the Subrecipient has 30 days to repay the funds from the issuance of the invoice from the Division. The Division may impose a 1% per month interest fee for unpaid invoices.

b. All refunds or repayments due to the Division under this Agreement are to be made payable to the order of "Division of Emergency Management," and must include the invoice number and the applicable Disaster and Project number(s) that are the subject of the invoice, and be mailed directly to the following address:

Division of Emergency Management  
Cashier  
2555 Shumard Oak Boulevard  
Tallahassee FL 32399-2100

**(12) RECORDS**

a. As required by 2 CFR § 200.334, and modified by Florida Department of State's record retention requirements (Fla. Admin. Code R. 1B-24.003), the Subrecipient shall retain sufficient records to show its compliance with the terms of this Agreement and all relevant terms and conditions of the award paid from funds under this Agreement, for a period of five (5) years from the date of submission of the final expenditure report. This period may be extended for reasons including, but not limited to, litigation, fraud, or appeal. As required by 2 CFR § 200.303(e), the Subrecipient shall take reasonable measures to safeguard protected personally identifiable information and other information the Federal Awarding Agency or the Division designates as sensitive or the Subrecipient considers sensitive consistent with applicable Federal, State, local, and tribal laws regarding privacy and responsibility over confidentiality.

b. The Subrecipient shall maintain all records for the Subrecipient and for all subcontractors or consultants to be paid from funds provided under this Agreement, including documentation of all program costs, in a form sufficient

to determine compliance with the requirements and objectives of the award and all other applicable laws and regulations.

**(13) AUDITS**

a. The Subrecipient shall comply with the audit requirements contained in 2 CFR Part 200, Subpart F.

b. As required by 2 CFR § 200.337(a), “The Federal awarding agency, Inspectors General, the Comptroller General of the United States, and the [Division], or any of their authorized representatives, shall enjoy the right of access to any documents, papers, or other records of the [Subrecipient] which are pertinent to the Federal award, in order to make audits, examinations, excerpts, and transcripts. The right also includes timely and reasonable access to the [Subrecipient’s] personnel for the purpose of interview and discussion related to such documents.” The right of access is not limited to the required retention period but lasts as long as the records are retained (2 CFR § 200.337(c)).

c. As required by 2 CFR § 200.332(a)(5), the Division, the Chief Inspector General of the State of Florida, the Florida Auditor General, or any of their authorized representatives, shall enjoy the right of access to any documents, financial statements, papers, or other records of the Subrecipient which are pertinent to this Agreement, in order to make audits, examinations, excerpts, and transcripts. The right of access also includes timely and reasonable access to the Subrecipient’s personnel for the purpose of interview and discussion related to such documents.

**(14) REPORTS**

a. Consistent with 2 CFR § 200.329, the Subrecipient shall provide the Division with quarterly reports and any applicable financial reporting, including reports required by the Federal Funding Accountability and Transparency Act (FFATA). These reports shall include the current status and progress by the Subrecipient and, as applicable, all subcontractors in completing the work described in the Scope of Work and the expenditure of funds under this Agreement, in addition to any other information requested by the Division.

	Reporting Time Period	Subrecipient Report Submittal Deadline
Quarter 1 (Q1)	October 1 – December 31	January 15
Quarter 2 (Q2)	January 1 – March 31	April 15
Quarter 3 (Q3)	April 1 – June 30	July 15
Quarter 4 (Q4)	July 1 – September 30	October 15

b. The Subrecipient agrees to submit quarterly reports to the Division no later than fifteen (15) days after the end of each quarter of the program year and to submit quarterly reports each quarter until one quarter past the closeout of each project in the Division’s Grant Management System. The ending dates for each quarter of the program year are March 31, June 30, September 30, and December 31.

c. The closeout report is due sixty (60) days after completion of each project worksheet associated with the applicant executing this Agreement, or sixty (60) days after termination of this Agreement, whichever first occurs.

d. The Subrecipient shall provide additional program reports, updates, or information that may be required by the Division or the Federal awarding agency.

**(15) MONITORING**

a. The Division shall monitor the performance of the Subrecipient under this Agreement to ensure that the Scope of Work is being accomplished within the specified time periods, and that other performance goals are being met.

b. The Subrecipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Division. In the event that the Division determines that an audit of the Subrecipient is appropriate, the Subrecipient agrees to comply with any additional instructions provided by the Division to the Subrecipient regarding such audit.

c. Small Projects, as defined in 44 CFR § 206.203, that are obligated above the Federal Simplified Acquisition Threshold (SAT) will be subject to enhanced oversight and monitoring by the Division as authorized by 2 CFR § 200.332(a)(2).

**(16) LIABILITY**

a. Unless the Subrecipient is a State agency or political subdivision, as defined in section 768.28(2), Florida Statutes, the Subrecipient is solely responsible to third parties it deals with in carrying out the terms of this Agreement. As authorized by section 768.28(19), Florida Statutes, Subrecipient shall hold the Division harmless against all claims of whatever nature by third parties arising from the work performance under this Agreement. For purposes of this Agreement, Subrecipient agrees that it is not an employee or agent of the Division but is an independent contractor.

b. As required by section 768.28(19), Florida Statutes, any Subrecipient which is a State agency or political subdivision, as defined in section 768.28(2), Florida Statutes, agrees to be fully responsible for its negligent or tortious acts or omissions which result in claims or suits against the Division and agrees to be liable for any damages proximately caused by the acts or omissions to the extent set forth in section 768.28, Florida Statutes. Nothing herein is intended to serve as a waiver of sovereign immunity by any Subrecipient to which sovereign immunity applies. Nothing herein shall be construed as consent by a State agency or subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

**(17) TERMINATION**

This Agreement terminates upon the completion of all eligible work and payment of all eligible costs in accordance with the Public Assistance Program requirements. The Division and Subrecipient agree that all records will be maintained until the conclusion of any record retention period.

**(18) PROCUREMENT**

a. The Subrecipient must ensure that any procurement involving funds authorized by the Agreement complies with all applicable Federal and State laws and regulations, including 2 CFR §§ 200.318 through 200.327 as well as Appendix II to 2 CFR Part 200 (entitled "Contract Provisions for Non-Federal Entity Contracts Under Federal Awards"). Additional requirements, guidance, templates, and checklists regarding procurement may be obtained through the FEMA Procurement Disaster Assistance Team. Resources found here: <https://www.fema.gov/grants/procurement>.

b. The Subrecipient must include all applicable federal contract terms for all contracts for which federal

funds are received.

If the Subrecipient contracts with any contractor or vendor for performance of any portion of the work required under this Agreement, the Subrecipient must incorporate into its contract with such contractor or vendor an indemnification clause holding the Federal Government, its employees and/or their contractors, the Division, its employees and/or their contractors, and the Subrecipient and its employees and/or their contractors harmless from liability to third parties for claims asserted under such contract.

c. The Subrecipient must monitor and document, in the quarterly report, the contractor's progress in performing its work on its behalf under this Agreement in addition to its own progress.

d. The Subrecipient must ensure all contracts conform to sections 287.057 and 288.703, Florida Statutes, as applicable.

**(19) ATTACHMENTS**

a. All attachments to this Agreement are incorporated as if set out fully.

b. In the event of any inconsistencies or conflict between the language of this Agreement and the attachments, the language of the attachments shall control, but only to the extent of the conflict or inconsistency.

c. This Agreement has the following attachments:

- i. Attachment A – Certification Regarding Debarment
- ii. Attachment B – Systems Access Form
- iii. Attachment C – Certification Regarding Lobbying

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

**SUBRECIPIENT:** Suwannee County

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

(Signature)

Name: Travis Land

Title: Chairman, Suwannee County BOCC

Date: 12/5/2023

**STATE OF FLORIDA  
DIVISION OF EMERGENCY MANAGEMENT**

By: \_\_\_\_\_  
Governor's Authorized Representative

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

**Attachment A**

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY  
and VOLUNTARY EXCLUSION**

The Subrecipient certifies, to the best of its knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
2. Have not within the five-year period preceding entering into this Agreement had one or more public transactions (Federal, State, or Local) terminated for cause or default; and
3. Have not within the five-year period preceding entering into this proposal been convicted of or had a civil judgment rendered against them for:
  - a) the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or Local) transaction or a contract under public transaction, or b) 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.

The Subrecipient understands and agrees that the language of this certification must be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, contracts under grants, loans, and cooperative agreements) and that all contractors and sub-contractors must certify and disclose accordingly.

The Subrecipient further understands and agrees that this certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into.

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

Travis Land, Chairman, Suwannee County BOCC

\_\_\_\_\_  
Name and Title

617 Ontario Avenue SW Suite 200

\_\_\_\_\_  
Street Address

Live Oak, FL, 32064

\_\_\_\_\_  
City, State, Zip

12/5/2023

\_\_\_\_\_  
Date

**Suwannee County**

\_\_\_\_\_  
Subrecipient's Name

Z3964

\_\_\_\_\_  
DEM Contract Number

## Attachment B

### SYSTEMS ACCESS

The **System Access Form** is submitted with each new disaster or emergency declaration to identify the Subrecipient's contacts for the FDEM Grants Management System in order to enter notes, review notes and documents, and submit the documentation necessary to work the new event. The Systems Access Form is originally submitted as Attachment "B" to the PA Funding Agreement. The Subrecipient is responsible for regularly reviewing its contacts. Contacts should be removed within 14 days of separation, retirement, or are reassignment by the Subrecipient. A new form will only be needed if all listed contacts have separated from the Agency. If a new Systems Access form is submitted, all Agency Representatives currently listed as contacts that are not included on the updated form will be deleted from FDEM Grants Management System for the specified grant. All users must log in on a monthly basis to keep their accounts from becoming locked. **Note: the Systems Access Form is NOT a delegation of authority. A signatory must have an attached delegation of authority as appropriate.**

#### Instructions for Completion

Complete the form in its entirety, listing the name and information for all representatives who will be working in the FDEM Grant Management System. Users will be notified via email when they have been granted access. The user must log in to the FDEM Grants Management System within twelve (12) hours of being notified or their account will lock them out. Each user must log in within a sixty (60) day period or their account will lock them out. In the event you try to log in and your account is locked, users must submit a request for unlocking to [RPA.Help@em.myflorida.com](mailto:RPA.Help@em.myflorida.com).

The form is divided into twelve blocks; each block must be completed where appropriate.

**Block 1: "Authorized Agent"** – This should be the highest authority in your organization who is authorized to sign legal documents on behalf of your organization. A subsequent new Authorized Agent must be designated through a letter on letterhead from the Subrecipient's Authorized Representative. It is recommended to delegate this authority to an organizational staff member to avoid delays in grant management (Only one Authorized Agent is allowed, and this person will have full access/authority unless otherwise requested).

**Block 2: "Primary Contact"** – This is the person designated by your organization to receive all correspondence and is our main point of contact. This contact will be responsible for answering questions, uploading documents, and submitting reports/requests in FDEM Grants Management System. The Authorized Agent may designate a new Primary Contact. (Only one Primary Contact is allowed, and this contact will have full access).

**Block 3: "Alternate Contact"** – This is the person designated by your organization to be available when the Primary is not. Either the Authorized Agent or Primary Contact may designate a new Alternate Contact. (Only one Alternate Contact is allowed, and this contact will have full access).

**Block 4, 5, and 6: "Other"** (Finance/Point of Contact, Risk Management-Insurance, and Environmental-Historic). Providing these contacts is essential in the coordination and communication required between State and Local subject matter experts. We understand that the same agent may be identified in multiple blocks, however we ask that you enter the name and information again to ensure we are communicating with the correct individuals.

**Block 7 – 12: "Other"** (Read Only Access) – There is no limit on "Other" contacts, but we ask that this be restricted to those that are going to actually need to log in and have a role in reviewing the information. This designation is only for situational awareness purposes as individuals with the "Other Read-Only" designation cannot take any action in FDEM Grants Management System.

**Note: The Systems Access Form is NOT a delegation of authority. A signatory must have an attached delegation of authority as appropriate.**



**SYSTEMS ACCESS FORM (CONTACTS)  
FEMA/GRANTEE PUBLIC ASSISTANCE PROGRAM  
FLORIDA DIVISION OF EMERGENCY MANAGEMENT**

**Subrecipient: Suwannee County**

<b>Box 1: Authorized Agent (Full Access)</b>	<b>Box 2: Primary Contact (Full Access)</b>
Name <b>Greg Scott</b>	Name <b>Shannon Roberts</b>
Signature	Signature
Organization / Official Position <b>Suwannee County Administrator</b>	Organization / Official Position <b>Suwannee County Admin Associate</b>
Mailing Address <b>13150 80th Terrace, Live Oak, FL. 32060</b>	Mailing Address <b>13150 80th Terrace, Live Oak, FL. 32060</b>
City, State, Zip	City, State, Zip
Daytime Telephone <b>386-590-0780</b>	Daytime Telephone <b>386-590-0732</b>
E-mail Address <b>gregs@suwcountyfl.gov</b>	E-mail Address <b>shannonr@suwcountyfl.gov</b>
<b>Box 3: Alternate Contact (Full Access)</b>	<b>Box 4: Other-Finance/Point of Contact (Full Access)</b>
Name <b>Mandy Frederickson</b>	Name <b>Traci Buzbee</b>
Signature	Signature
Organization / Official Position <b>Suwannee County Public Works, Manager</b>	Organization / Official Position <b>The Management Experts, Owner</b>
Mailing Address <b>13150 80th Terrace, Live Oak, FL. 32060</b>	Mailing Address <b>2514 Manassas Way, Tallahassee, FL 32312</b>
City, State, Zip	City, State, Zip
Daytime Telephone <b>386-364-3450</b>	Daytime Telephone <b>850-528-0785</b>
E-mail Address <b>mandyf@suwcountyfl.gov</b>	E-mail Address <b>traci320@icloud</b>
<b>Box 5: Other-Risk Mgmt-Insurance (Full Access)</b>	<b>Box 6: Other-Environmental-Historic (Full Access)</b>
Name	Name
Signature	Signature
Organization / Official Position	Organization / Official Position
Mailing Address	Mailing Address
City, State, Zip	City, State, Zip
Daytime Telephone	Daytime Telephone
E-mail Address	E-mail Address

The above contacts may utilize the FDEM Grants Management System to perform the Subrecipient's responsibilities regarding the Public Assistance Grant according to their level of access. The Subrecipient is responsible for ensuring that all contacts are correct and up-to-date.

\_\_\_\_\_  
**Subrecipient Authorized Representative Signature**

**12/5/2023**

\_\_\_\_\_  
**Date**

**SYSTEMS ACCESS FORM (CONTACTS)  
FEMA/GRANTEE PUBLIC ASSISTANCE PROGRAM  
FLORIDA DIVISION OF EMERGENCY MANAGEMENT**

**Subrecipient: Suwannee County**

**Date:**

<b>Box 7: Other (Read Only Access)</b>	<b>Box 8: Other (Read Only Access)</b>
Name	Name
Signature	Signature
Organization / Official Position	Organization / Official Position
Mailing Address	Mailing Address
City, State, Zip	City, State, Zip
Daytime Telephone	Daytime Telephone
E-mail Address	E-mail Address

<b>Box 9: Other (Read Only Access)</b>	<b>Box 10: Other (Read Only Access)</b>
Name	Name
Signature	Signature
Organization / Official Position	Organization / Official Position
Mailing Address	Mailing Address
City, State, Zip	City, State, Zip
Daytime Telephone	Daytime Telephone
E-mail Address	E-mail Address

<b>Box 11: Other (Read Only Access)</b>	<b>Box 12: Other (Read Only Access)</b>
Name	Name
Signature	Signature
Organization / Official Position	Organization / Official Position
Mailing Address	Mailing Address
City, State, Zip	City, State, Zip
Daytime Telephone	Daytime Telephone
E-mail Address	E-mail Address

Subrecipient's Fiscal Year (FY) Start: <b>Month:</b>	<b>Day:</b>
Subrecipient's Federal Employer's Identification Number (EIN)	59-6000873
Subrecipient's Grantee Cognizant Agency for Single Audit Purposes: Florida Division of Emergency Management	
Subrecipient's: FIPS Number (If Known)	121-99121-00

**Attachment C  
Certification Regarding Lobbying**

**APPENDIX A. 44 CFR PART 18 – CERTIFICATION REGARDING LOBBYING**

**Certification for Contracts, Grants, Loans, and Cooperative Agreements**

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. 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 an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. 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 contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) 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.

The Subrecipient or contractor, Suwannee County, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

\_\_\_\_\_  
Signature of Subrecipient/contractor's Authorized Official

Travis Land, Chairman, Suwannee County BOCC

\_\_\_\_\_  
Name and Title of Subrecipient/contractor's Authorized Official

12/5/2023

\_\_\_\_\_  
Date

# **SUWANNEE COUNTY**

## **Administration**

### **Executive Summary**

#### **Objective:**

Approval of an amendment to the agreement with RailUSA, owner of Florida Gulf & Atlantic Railroad, LLC

#### **Considerations:**

On May 4, 2021, the Suwannee County Board of County Commissioners entered into a Customer/Private Track Inspection Contract, which included a \$150.00 monthly service fee.

Effective December 31, 2023, the Customer/Private Track Inspection Requirement Notice document and any responsibilities or obligations created thereunder will be terminated.

The amendment includes a Maintenance Fee for Industrial Switch Connections.

The associated annual fee of \$2,500 per mainline switch per customer location is intended to help offset the escalating expenses of maintaining these connections.

#### **Budget Impact:**

To be funded from the Board Professional Services line. This is a routine expense.

#### **Recommendation:**

Staff respectfully requests that the Suwannee County Board of County Commissioners approve the amendment to the agreement with RailUSA, owner of Florida Gulf & Atlantic Railroad, LLC.

Respectfully submitted,

Dated: December 5, 2023

Greg Scott,  
County Administrator

## Mandy Frederickson

---

**From:** Charissa Setzer  
**Sent:** Wednesday, November 15, 2023 3:21 PM  
**To:** Mandy Frederickson  
**Subject:** Florida Gulf & Atlantic Railroad - Notification regarding Industry Track Inspections & Switch Maintenance Fees  
**Attachments:** FGA Customer Notification\_11-15-2023.pdf

Hi Mandy,

I'm not sure who pays for the railroad fees but I feel like it would be important for you to have this information. Please see the email below as well as the attachment. Thanks!

Charissa Setzer, TMP  
Marketing Coordinator  
386-330-2220



Suwannee County Economic Development  
220 Pine Avenue SW  
Live Oak, FL 32064  
<https://suwanneecountyedo.com/>

---

**From:** Jimmy Norris <jimmyn@SUWCOUNTYFL.GOV>  
**Sent:** Wednesday, November 15, 2023 3:05 PM  
**To:** Charissa Setzer <charissas@SUWCOUNTYFL.GOV>; Greg Scott <GregS@SUWCOUNTYFL.GOV>; Adam Morrison <adam.morrison@suwanneelawyers.com>  
**Subject:** Fwd: Florida Gulf & Atlantic Railroad - Notification regarding Industry Track Inspections & Switch Maintenance Fees

FYI

Get [Outlook for iOS](#)

---

**From:** Steve Laird <[steve.laird@garailways.com](mailto:steve.laird@garailways.com)>  
**Sent:** Wednesday, November 15, 2023 1:28:17 PM  
**Cc:** Cassie Dull <[cassie.dull@garailways.com](mailto:cassie.dull@garailways.com)>; Lynne LaBonte <[lynne.labonte@garailways.com](mailto:lynne.labonte@garailways.com)>; Michelle Curtright <[michelle.curtright@garailways.com](mailto:michelle.curtright@garailways.com)>; JT Ripstein <[jt.ripstein@garailways.com](mailto:jt.ripstein@garailways.com)>  
**Subject:** Florida Gulf & Atlantic Railroad - Notification regarding Industry Track Inspections & Switch Maintenance Fees

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

Good afternoon:

The attached notification from the Florida Gulf & Atlantic Railroad (FGA) outlines a change in our process regarding Industry Track Inspections and discusses a new GAR 8100 tariff charge associated with annual Switch Maintenance Fees.

This change will help combat the escalating costs of mainline switch maintenance while also ensuring monthly track inspection forms are provided to customers requesting them.

Please review attached and revert with requested information ASAP.

Thank you for your business.

Steve Laird  
AVP Sales & Marketing  
Florida Gulf & Atlantic Railroad, LLC (FGA)  
E: [steve.laird@garailways.com](mailto:steve.laird@garailways.com) (NEW EMAIL)  
C: (904) 305-0038  
W: [www.garailways.com](http://www.garailways.com)

Please Note: Florida has a very broad Public Records Law. Most written communications to or from State and Local Officials and agencies regarding State or Local business are public records available to the public and media upon request. Your email communications, including your email address, may therefore be subject to public disclosure. Confidentiality Notice: This message and any attachments are for the sole use of the intended recipient(s) and may contain confidential and privileged information that is exempt from public disclosure. Any unauthorized review, use, disclosure, or distribution is prohibited. If you have received this message in error, please contact the sender (by phone or reply by email) and then destroy all copies of the original message.

Please Note: Florida has a very broad Public Records Law. Most written communications to or from State and Local Officials and agencies regarding State or Local business are public records available to the public and media upon request. Your email communications, including your email address, may therefore be subject to public disclosure. Confidentiality Notice: This message and any attachments are for the sole use of the intended recipient(s) and may contain confidential and privileged information that is exempt from public disclosure. Any unauthorized review, use, disclosure, or distribution is prohibited. If you have received this message in error, please contact the sender (by phone or reply by email) and then destroy all copies of the original message.

Please Note: Florida has a very broad Public Records Law. Most written communications to or from State and Local Officials and agencies regarding State or Local business are public records available to the public and media upon request. Your email communications, including your email address, may therefore be subject to public disclosure. Confidentiality Notice: This message and any attachments are for the sole use of the intended recipient(s) and may contain confidential and privileged information that is exempt from public disclosure. Any unauthorized review, use, disclosure, or distribution is prohibited. If you have received this message in error, please contact the sender (by phone or reply by email) and then destroy all copies of the original message.



CUSTOMER NOTIFICATION REGARDING:  
Industry Track Inspections  
and  
Maintenance of Industrial Switch Connections to Customer Facilities

DATE: November 15, 2023

Industry Track Inspections:

The Florida Gulf & Atlantic Railroad, LLC (FGA) has been performing monthly track inspections for Customers with a "Customer/Private Track Inspection Requirement Notice" document on file. The fee for this service was established at \$150 per month per customer location and included a copy of the inspection report.

Effective December 31, 2023, the "Customer/Private Track Inspection Requirement Notice" document will be terminated along with any responsibilities or obligations created thereunder.

FGA personnel will continue performing monthly inspections of Customer tracks to ensure they are safe for FGA crews and equipment to operate on. Copies of these inspection reports can be provided upon request, with the following caveats:

- FGA has the right, but not the duty, to inspect Customer's industry track
- The inspection reports provide insight into general track conditions, but do not represent a guarantee of conformity to Federal Railroad Administrations Track Safety Standards
- Customers maintain the sole responsibility to ensure their tracks are maintained and renewed per industry standards and are safe for FGA crews and equipment to operate on

Maintenance of Industrial Switch Connections to Customer facilities

A new item called "Maintenance Fee for Industrial Switch Connections" has been added to our updated GAR 8100 tariff, which is posted online at [www.garailways.com](http://www.garailways.com). The associated annual fee of \$2,500 per mainline switch per customer location is intended to help offset the escalating expenses of maintaining these connections.

Customers who do not already have switch maintenance fees associated with existing Sidetrack Agreements will be assessed this fee effective January 1, 2024, with invoices to be sent out in December 2023. Monthly track inspection reports, if requested, will be provided as part of this annual fee.

Please acknowledge receipt by completing the section below and returning this document via email to [steve.laird@garailways.com](mailto:steve.laird@garailways.com)

COMPANY NAME: Suwannee Co. Board of Co. Commissioners

Print NAME: \_\_\_\_\_ Print TITLE: Chariman

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

SEND MONTHLY INSPECTION REPORTS TO:

Facility 1: \_\_\_\_\_ Print NAME: \_\_\_\_\_ Print EMAIL: \_\_\_\_\_

Facility 2: \_\_\_\_\_ Print NAME: \_\_\_\_\_ Print EMAIL: \_\_\_\_\_

Facility 3: \_\_\_\_\_ Print NAME: \_\_\_\_\_ Print EMAIL: \_\_\_\_\_

**CUSTOMER/PRIVATE TRACK INSPECTION REQUIREMENT NOTICE**

In order to maintain safe working conditions for railroad and customer employees, The Federal Railroad Administration (FRA) Track Safety Standard (49 CFR Part 213) states that all "other than main track" must be inspected by a qualified inspector on a monthly basis with at least 20 calendar days between inspections. Customer tracks are included in this category and must be inspected and maintained according to these standards.

Per RailUSA Freight Tariff 8100 each customer is responsible for meeting these standards at their own expense. Monthly inspection reports must be on file with local RailUSA management for freight service to be provided. Failure to properly inspect and maintain track will result in suspension of service.

Inspections may be completed by a qualified independent contractor, or by RailUSA track inspectors under the terms listed on this form for a fee of \$150.00 per month. If performed by RailUSA, the customer will receive a copy of the inspection report in compliance with FRA guidelines for their records.

Periodically, RailUSA personnel will also inspect customer tracks to ensure they remain compliant with FRA standards. These inspections are done at the discretion of RailUSA for the safety of its crews and equipment and are not to be deemed an official FRA inspection unless contracted by the customer to act as such.

RailUSA additionally offers to provide routine maintenance and repair services on customer track. If repairs are deemed necessary after the completion of a monthly inspection, RailUSA will confirm with customer that customer desires repair to be completed by RailUSA personnel prior to commencement of work. After authorization is granted, RailUSA will complete repairs in most efficient manner possible and submit an itemized invoice to customer for payment.

Please select who will perform the required monthly inspections at your facility:

**Inspections will be completed by 3<sup>rd</sup> Party**

Name of Contractor: \_\_\_\_\_

Contractor Contact Info: \_\_\_\_\_

**Inspections will be completed by RailUSA**

By checking this box customer agrees to pay RailUSA a fee of \$150.00 per month for FRA mandated track inspection service, and to the indemnification terms below.

Indemnification. To the maximum extent permitted by applicable law, Customer shall indemnify, defend, and hold [Florida Gulf & Atlantic Railroad, LLC][Grenada Railroad, LLC ], its affiliates, directors, officers, employees, agents, patrons and invitees harmless from and against all claims, demands, payments, suits, actions, judgments, settlements, and damages of every nature, degree, and kind (including direct, indirect, consequential, incidental, and punitive damages), for any injury to or death to any person(s) (including,



but not limited to the employees of [Florida Gulf & Atlantic Railroad, LLC][Grenada Railroad, LLC ] and its affiliates), for the loss of or damage to any property whatsoever (including but not limited to property owned by or in the care, custody, or control of [Florida Gulf & Atlantic Railroad, LLC][Grenada Railroad, LLC ] and its affiliates, and environmental damages and any related remediation brought or recovered against [Florida Gulf & Atlantic Railroad, LLC][Grenada Railroad, LLC ] and its affiliates), arising directly or indirectly from [Florida Gulf & Atlantic Railroad, LLC][Grenada Railroad, LLC ]'s performance of work or activities incidental thereto, or from [Florida Gulf & Atlantic Railroad, LLC][Grenada Railroad, LLC ]'s presence on or about Customer's property, except due to the gross negligence or willful misconduct of [Florida Gulf & Atlantic Railroad, LLC][Grenada Railroad, LLC ].

Customer Name: Suwannee County Board of County Commissioners

Customer Contact: Randy Harris, County Administrator

Contact Phone Number: 386-364-3400


Contact Email: randyh@suwcountyfl.gov

Print Name: Len K. Stapleton, Chairman

Signed: 

Print Name: JAY CARTER

Signed: 

ATTEST  
Logan Woods, P.C.  
BARRY A. BAKER  
CLERK OF CIRCUIT COURT  




A railroad of



## Disclaimer

The information contained in this communication from the sender is confidential. It is intended solely for use by the recipient and others authorized to receive it. If you are not the recipient, you are hereby notified that any disclosure, copying, distribution or taking action in relation of the contents of this information is strictly prohibited and may be unlawful.

This email has been scanned for viruses and malware, and may have been automatically archived by **Mimecast Ltd**, an innovator in Software as a Service (SaaS) for business. Providing a **safer** and **more useful** place for your human generated data. Specializing in; Security, archiving and compliance. To find out more [Click Here](#).

Please Note: Florida has a very broad Public Records Law. Most written communications to or from State and Local Officials and agencies regarding State or Local business are public records available to the public and media upon request. Your email communications, including your email address, may therefore be subject to public disclosure. Confidentiality Notice: This message and any attachments are for the sole use of the intended recipient(s) and may contain confidential and privileged information that is exempt from public disclosure. Any unauthorized review, use, disclosure, or distribution is prohibited. If you have received this message in error, please contact the sender (by phone or reply by email) and then destroy all copies of the original message.

Please Note: Florida has a very broad Public Records Law. Most written communications to or from State and Local Officials and agencies regarding State or Local business are public records available to the public and media upon request. Your email communications, including your email address, may therefore be subject to public disclosure. Confidentiality Notice: This message and any attachments are for the sole use of the intended recipient(s) and may contain confidential and privileged information that is exempt from public disclosure. Any unauthorized review, use, disclosure, or distribution is prohibited. If you have received this message in error, please contact the sender (by phone or reply by email) and then destroy all copies of the original message.

**SUWANNEE**  
**Parks & Recreation**  
Executive Summary

Objective:

To authorize the Chairman to sign Addendum Number Three to the Interlocal Agreement between Suwannee County and the Town of Branford for Recreational Services.

Considerations:

The Board approved moving forward with the South County Parks maintenance on September 6, 2022.

The Department took over the maintenance of the South County parks on October 1, 2022.

This addendum's purpose is to clarify the intent and purpose of County funding and maintenance for the specific purpose of assisting the Town in continuing to provide enhanced recreational services to both the Town and County residents.

This addendum will be renewed for a one-year period every October 1<sup>st</sup>. In the event a party wishes to withdraw from this Agreement, the withdrawing party shall notify the other no less than 30 days prior to the expected automatic renewal.

Recommendation:

Suwannee Parks & Recreation respectfully requests the Suwannee County Board of County Commissioners to authorize the Chairman to sign Addendum Number Three to the Interlocal Agreement between Suwannee County and the Town of Branford for Recreational Services.

Respectfully submitted:

Dated: December 5, 2023

Jason Furry, CPRP  
Parks & Recreation Director

SUWANNEE COUNTY AGREEMENT NO.: \_\_\_\_\_

**ADDENDUM NUMBER THREE TO THE  
INTERLOCAL AGREEMENT BETWEEN SUWANNEE  
COUNTY AND THE TOWN OF BRANFORD FOR  
RECREATIONAL SERVICES TO BE PROVIDED BY  
THE TOWN OF BRANFORD, FLORIDA, DATED  
JUNE 11, 2013**

THIS ADDENDUM NUMBER THREE to the interlocal agreement between Suwannee County, Florida, a subdivision of the State of Florida ("COUNTY") and the Town of Branford, Florida, a municipal corporation ("TOWN") for the purpose of formalizing the intent and purpose of the COUNTY funding, maintenance and assistance to the Town to provide enhanced recreational services to both TOWN and COUNTY residents.

WHEREAS, the COUNTY and TOWN entered into an interlocal agreement on June 11, 2013 – Suwannee County Agreement No. 2013-83-01. The interlocal agreement was subsequently amended on June 17, 2017 (First Amendment) and May 2, 2023 (Second Amendment); and,

WHEREAS, the Agreement, as amended, has mutually benefited the residents of the TOWN and COUNTY in providing for recreational activities; and,

WHEREAS, funding arrangements between the TOWN and COUNTY have been the subject of amendments to the Agreement; and,

WHEREAS, the COUNTY and the TOWN desire to continue to cooperate to support the parks and recreation activities within the TOWN.

**NOW THEREFORE**, in consideration of the mutual covenants contained herein, the Parties agree as follows:

1. Parties hereby reaffirm each provision of the interlocal agreement signed on June 11, 2013 – Suwannee County Agreement No. 2013-83-01 – as subsequently amended (collectively, the "Agreement.") In the event there is a conflict in the language between the original agreement and any amendment, the provision of the last executed document shall govern.

2. The Agreement shall automatically renew for a one-year period every October 1<sup>st</sup>. In the event a party wishes to withdraw from this Agreement, the withdrawing party shall notify the other no less than 30 days prior to the expected automatic renewal.

3. The Attachments to the Agreement outlines the COUNTY funding formula to the TOWN. This attachment or formula may be renegotiated by the parties at anytime without vitiating substance of the Agreement.

SUWANNEE COUNTY AGREEMENT NO.: \_\_\_\_\_

4. The TOWN and COUNTY shall continue to cooperate and assist one another in all respects regarding parks and recreational activities in the TOWN and south part of the County. This includes, but is not limited to, aiding in obtaining of grants, authorizing employees to work as needed, providing guidance and support, etc.

**IN WITNESS WHEREOF**, this Addendum Number Three to the Interlocal Agreement between Suwannee County and the Town of Branford for Recreational Services to be provided by the Town of Branford, Florida, dated June 11, 2013 is hereby ratified and approved *effective nun pro tunc* to October 1, 2023.

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

BOARD OF COUNTY COMMISSIONERS  
OF SUWANNEE COUNTY, FLORIDA

\_\_\_\_\_  
FRANKLIN WHITE  
CHAIRMAN

Attest: \_\_\_\_\_

BARRY BAKER, CLERK OF COURT

Date: November 17, 2023

TOWN OF BRANFORD

\_\_\_\_\_  
MAYOR

Attest: Aleshia Perry  
TOWN CLERK

\_\_\_\_\_  
TOWN COUNCIL PRESIDENT

# **SUWANNEE COUNTY**

## **Administration**

### **Executive Summary**

**Objective:** Approval of agreement with Fred Fox Enterprises, Inc. for CDBG Housing Grant Administration.

**Considerations:** The Commission awarded CDBG Housing Grant Administration to Fred Fox Enterprises, Inc. during the June 20, 2023 regular Board Meeting. The County attorney has reviewed and made necessary changes to the attached agreement.

**Recommendation:** Administration staff respectfully requests the Board of County Commissioners to approve execution of attached agreement with Fred Fox Enterprises, Inc. for CDBG Housing Grant Administration.

Respectfully submitted,

Dated: December 5, 2023

Greg Scott,  
County Administrator

**GENERAL ADMINISTRATION CONTRACT**

This General Administration Contract entered into as of this \_\_\_\_ day of \_\_\_\_\_, 2023, by and between Fred Fox Enterprises, Incorporated, hereinafter referred to as the Administrator and Suwannee County Board of County Commissioners, Florida hereinafter referred to as the Local Government.

**WITNESSETH THIS RECITAL:**

**WHEREAS**, the Local Government has been awarded a Community Development Block Grant in the Housing category, grant #23DB-H12 hereinafter referred to as the "Project", and the local Government desires to implement that Project; and,

**WHEREAS**, the Administrator is now available, willing and qualified to perform professional services in connection with the Project, to serve the Local Government to which this contract applies and to give consultation, advice and direction for such Project, and

**WHEREAS**, the Local Government being desirous that the Administrator perform such services regarding the Project does now engage Administrator to perform such services noted above on the FLORIDA COMMERCE CDBG Housing Program and Administrator agrees to perform such services. :

- To provide technical assistance in various program areas;
- To serve the Local Government as its professional representative and coordinator in all phases of the Project to which this Agreement applies;
- To develop and draft a Relocation Policy for the Project, if required;
- To prepare and disseminate information to the general public regarding the Project;
- To provide adequate administrative plans and implementation regarding the
- acquisition of properties as may be required; and
- To coordinate, monitor and evaluate the Project;

**NOW THEREFORE**, the parties hereto agree as follows:

**ARTICLE 1**

**A. GENERAL ADMINISTRATION**

**SCOPE OF THE SERVICES OF THE ADMINISTRATOR**

The Administrator shall provide the following services for the general administration aspects of this project:

1. Coordinate, monitor and evaluate the direct costs of the overall program, including but not limited to the multiple activities outlined in the subsections of the Contract below;
2. Develop, plan, implement and assess the citizen's participation to all community organizations, including but not limited to, providing program information, technical assistance to citizens, publishing applicable notices and conducting applicable hearings, as well as responding to citizen inquiry regarding the Project;
3. Respond to all citizens' questions and complaints concerning the Project in a timely manner;
4. Disseminate to the public, including all community organizations, information on the program that involve citizen's participation, including but not limited to, providing program information, technical assistance to community groups and dissemination of materials;
5. Establish and maintain general and related files as required by Florida Commerce
6. Prepare the Environmental Review including the Public Notices and the "Request for Release of Funds";
7. Establish procedures relating to the procurement and implementation of contractual services all pursuant to Department of Housing and Urban Development (HUD) and Florida Commerce requirements and regulations;
8. Attend all Local Government committee and County Commission meetings at which the progress of the Project is being discussed or which requires Commission action and prepare all back up documentation for submittal as part of the agenda for applicable committee meeting or County Commission meetings;
7. Establish and maintain sufficient records, internal control procedures, files, bookkeeping and audit procedures, in order to comply with the record keeping and audit requirements outlined in the Project Agreement and as required by applicable State and Federal laws and administrative rules as outlined in the Project Agreement;



8. For audit reports required to be filed with Florida Commerce and prepared by a certified public accountant, Administrator shall deliver all records necessary for completion of the audit to the accountant and assist the County in filing the audit with the proper authority once completed. Administrator shall ensure that all audits meet the requirements of Sections 11.45 and 216.349, Florida Statutes and Chapter 10.550 and 10.600, Rules of the Auditor General, and, to the extent applicable, the Single Audit Act of 1984, 31 U.S.C. ss. 7501.7507, OMB Circulars A-128 or A-133, for the purposes of auditing and monitoring the funds awarded under the Project Agreement;
9. Monitor the progress of the Project to ensure compliance with all HUD and FLORIDA COMMERCE regulations and prepare all necessary and all requested responses to inquiries from all applicable Local, State and Federal Governmental units;
10. Evaluate the various aspects of the Project according to HUD and Florida Commerce regulations and prepare all final reports to said agencies;
11. Administer all contracts entered into between the Local Government and various professionals, contractors and vendors in accord with the requirements of HUD, Florida Commerce and any other federal or local agency whose laws or regulations affect the project;
12. Establish and maintain construction files relating to the work for the Project;
13. Certify on each invoice presented for payment pursuant to any contract that the referenced services or procurement of goods have been accomplished in compliance with the Project Agreement and all applicable attachments and references;
14. Schedule, coordinate and attend pre-construction conferences;
15. Establish and maintain the Local Government's equal opportunity files for the Project;
16. Attend all HUD and Florida Commerce monitoring visits and prepare the Local Government response to HUD and Florida Commerce monitoring letters and initiate

all remedial or compliance measures if any, as directed by HUD, Florida Commerce or any other Local, State or Federal Governmental units;

17. Prepare for and represent the Local Government before any State or Federal Board or meetings regarding the Project Agreement;
18. Be responsible for the handling of all aspects of the day to day monitoring of the progress of the work performed pursuant to the Project Agreement.

#### **B. DEMOLITION SERVICES**

##### **SCOPE OF SERVICES OF THE ADMINISTRATOR(S)**

The Administrator(s) shall provide the following services for the demolition subsection of this project:

1. Implement the Project according to the activities in the application.
2. Maintain a public relations program regarding the demolition aspects of the project.
3. Develop and maintain a schedule of services regarding various aspects of the demolition subsection of the Project.
4. Compile a list of anticipated project sites for the demolition subsection of the Project.
5. Ascertain eligibility of individual sites for this aspect of the project.
6. Establish and maintain files on the demolition aspects of the Project, including individual sites.
7. Compile and develop progress reports and monitoring reports per HUD and Florida Commerce regulations and maintain central files on same.
8. Implement the demolition aspects of the Project per the instructions of the Local Government.
9. Compile and develop files regarding the actual demolition aspects of the Project.
10. Develop technical specifications and bid documents for the demolition and clearance activities.
11. Inspect the project sites per the demolition and site specifications.
12. Represent the Local Government before any Local, State or Federal board meeting

regarding the demolition aspects of the Project.

### **C. RELOCATION SERVICES**

#### **SCOPE OF SERVICES OF THE ADMINISTRATOR(S)**

The Administrator(s) shall provide the following services for the relocation aspects of the Project and shall provide the following services for each homeowner as may be applicable and as required:

1. Develop and draft a Relocation Policy for the Local Government's review and approval.
2. For each relocation, the Administrator(s) shall:
  - (A) Interview each to ascertain household relocation needs based on income, family unit size, and housing needs and preferences.
  - (B) Develop and prepare necessary forms to document each of the relocated family needs.
  - (C) Develop, collate, and maintain individual files for each relocated family unit.
3. Develop and implement relocation referral and counseling services to disseminate information regarding the availability of housing, cost of comparable replacement housing and possible replacement housing referrals.
4. Develop an inspection report according to the Federal Minimum Property Standard Requirements and certify to the Local Government that each replacement unit is safe, decent and sanitary for human occupancy.
5. Develop and maintain an availability file of appropriate housing and coordinate relocation counseling services.
6. Develop and maintain procedures regarding moving and replacement housing payments.
7. Assist applicants in completing and filing any necessary forms relating to moving, replacement, and housing payments.
8. Establish and maintain Projects files.
9. Be present at all HUD or Florida Commerce's monitoring visits concerning the

relocation program and prepare the Local Government's response to HUD or Florida Commerce's monitoring letters.

10. Represent the Local Government before any Local, State or Federal board or meeting regarding the relocation aspects of the Project.

#### **D. REHABILITATION SERVICES**

##### **SCOPE OF SERVICES OF THE ADMINISTRATOR(S)**

The Administrator(s) shall provide the following services:

##### **(A) Application Phase:**

1. Implement an acceptable rehabilitation program per application forms.
2. Disseminate information to the general public regarding the program and application procedure of this project.
3. Develop and direct application procedures for prospective applicants.
4. Accept and process applications from prospective applicants.
5. Verify eligibility of prospective applicants as to income per requirements of HUD and Florida Commerce within keeping of the Privacy Act.
6. Verify eligibility of prospective applicants as to ownership of the property involved in the Project, per requirements of HUD and Florida Commerce keeping within the requirements of the Privacy Act.
7. Establish and maintain files on the general rehabilitation aspects of the Project for use by the Local Government and interested citizens.
8. Compile and correlate progress reports for the Local Government and notify the Local Government of the availability of the same.
9. Compile and correlate progress reports on this Project per any HUD or Florida Commerce requests.

##### **(B) Post-Application Phase:**

1. Inspect the prospective housing units in this Project prior to commencement of the rehabilitation work.
2. Organize appropriate write-up reports on the prospective rehabilitation housing

units in the Project.

3. Develop and implement an inspection procedure on the housing units during the rehabilitation stage of the Project.
4. Organize and maintain appropriate records regarding inspections during the rehabilitation stage of this Project.
5. Inspect each unit and verify contractor's billing on each unit at the draw and completion of the rehabilitation project.
6. Establish and maintain required bookkeeping records relating to all aspects of contractor's billing.

**(C) Additional Services:**

1. Advise the Local Government as to the progress of the Project and indicate any areas of concern and assist the Local Government in developing solutions to any such problems.
2. Represent the Local Government before any necessary boards or review meetings.
3. Prepare requested or required reports for HUD and/or Florida Commerce.
4. Work with the Local Government to develop and maintain proper and acceptable bookkeeping methods and necessary records according to the standards of HUD and/or Florida Commerce.

**ARTICLE 2**

**A. GENERAL ADMINISTRATION**

**LOCAL GOVERNMENT'S RESPONSIBILITY**

The Local Government's responsibility in regard to the subsection GENERAL ADMINISTRATION shall be:

1. To instruct the personnel of the Local Government to cooperate and assist the Administrator in the provision of the necessary financial data or other data or information in its possession needed in order to comply with the Project Agreement.

2. To provide assistance in implementation of contractual services necessary to the Project per the requirements of any and all HUD or Florida Commerce requirements.
3. To provide acceptable space for the Administrator to utilize on a regular basis in order to carry out the administration of the Project.
4. Establish and maintain rapport with individual citizens and community groups regarding the Project.
5. Notify the Administrator of all Local Government committee meetings and County Commission Meetings where the Project will be discussed.
6. Assist the Administrator in negotiations necessary for all subsections of the Project.
7. Review and implement all contracts necessary to ensure efficient progress of the Project.

#### **B. PUBLIC FACILITIES**

##### **LOCAL GOVERNMENT'S RESPONSIBILITY**

The Local Government's responsibility in regard to the subsection PUBLIC FACILITIES shall be:

1. To assist the Administrator in placing at its disposal all available information pertinent to the sites of the Project including previous reports and any other data relative to design and construction of the Project.
2. To furnish the Administrator, when available, reports regarding property, boundary, right-of way, topographic surveys, laboratory tests, core borings, probings and sub-surface explorations, hydrographic surveys, and inspection of sample and materials with the Administrator may rely on in performing its services.
3. Assist the Administrator in obtaining right-of entry and release of liability of property owners.
4. Designate a member of the Local Government who will act as a contact person with the Administrator as to facilitate and transmit instructions, receive information, and generally assist as may be necessary and submit each person's name to the

Administrator within ten (10) days of the signing of the contract.

5. Give prompt notice to the Administrator whenever the Local Government observes or otherwise becomes aware of any defects or problems with the Project.
6. Inform the Administrator of all meetings involving personal service contracts with architects and/or engineers regarding this Project.

### **ARTICLE 3**

#### **PERIOD OF PERFORMANCE**

The period of performance under this Project shall begin upon the signing of this contract and shall be completed upon final completion of the Local Government's Florida Community Development Block Grant Housing Rehabilitation Project and the issuance of a "Notice of Administrative Closeout" for the project by Florida Commerce.

### **ARTICLE 4**

#### **COMPENSATION**

The Local Government agrees to pay, from the funding set forth in Article Sixteen (16) herein, the Administrator and it's associates in the following manner:

Compensation for the Administrator shall be the total sum of Ninety-nine Thousand Nine Hundred and 00/100 Dollars (\$99,900.00), The Local Government shall compensate the Administrator for their services as noted in Attachment A to this contract. Payments will commence thirty (30) days after the effective date of the contract between Florida Commerce and the Local Government.

At the end of the twelfth month of this contract, the Local Government and the Administrator shall review the progress of the project to determine if the project is proceeding on schedule. If the project is determined not to be progressing on schedule, a revised payment schedule shall be developed that is acceptable to both parties.

If the grant contract obligations are met and the grant closes out prior to the thirty month ending date, the administrator can be paid the sum remaining in the contract upon issuance of a "Notice of Administrative Closeout" for the project by Florida Commerce.

All requests for payment shall be submitted by the Administrator in detail sufficient for a proper pre-audit and post-audit review.

**ARTICLE 5**

**CITIZENS PARTICIPATION**

It is understood between the parties that both the local Government and the Administrator shall encourage continuous participation in the Project by the citizens of the area. It is further understood that both the Local Government and the Administrator shall be responsible for adequate advertising of the Project. It is understood that funds for such advertising shall be paid from grant funds.

**ARTICLE 6**

**LOCAL GOVERNMENT CONTACT PERSON**

The contact person who will represent the local Government in all matters pertaining to the Project shall be Mr. Shannon Roberts, or his designee.

**ARTICLE 7**

**EXCLUSIVE REPRESENTATION**

It is understood between the parties that a representative of the Local Government and a representative of Fred Fox Enterprises, Incorporated, will represent this Project before any and all Florida Commerce or HUD meetings.

**ARTICLE 8**

**CONFLICT OF INTEREST**

The Local Government being so advised by the Administrator does hereby recognize that the Administrator has provided similar area services in the past to Local Governments and to area governmental bodies and may be so engaged in a similar Project at this time or in the future and the parties agree that administration of these Projects by the Administrator do not constitute a conflict of interest with the Project.

**ARTICLE 9**

**SOCIAL SECURITY**

The Local Government is not liable for Social Security contributions pursuant to



Section 481, 42 U.S. Code, relative to the compensation of the Administrator or any other participants during the period of this contract.

**ARTICLE 10**

**CONTRACT AMENDMENT**

The terms and conditions of this contract may be changed at any time by mutual agreement of the parties hereto. All such changes shall be incorporated as written amendments to this contract.

**ARTICLE 11**

**TERMINATION**

Termination (cause and/or Convenience)

1. This contract may be terminated in whole or in part in writing by either party in the event of substantial failure by the other to fulfill its obligations under this contract provided that no termination may be effected unless the other party is given (1) not less than ten (10) calendar days written notice (delivered by hand or by certified mail, return receipt requested) of intent to terminate and (2) an opportunity for consultation with the terminating party during said 10 day period prior to termination.
2. This contract may be terminated in whole or in part in writing by the local government for its convenience, provided that the other party is afforded the same notice and consultation opportunity specified in 1 above.
3. If termination for default is effected by the local government, an equitable adjustment in the price for this contract shall be made, but (1) no amount shall be allowed for anticipated profit on unperformed services or other work, and (2) any payment due to the Administrator at the time of termination may be adjusted to cover any additional costs to the local government because of the Administrator's default.

If termination for convenience is effected by the local government, the equitable adjustment shall provide for payment to the Administrator for services rendered and

expenses incurred prior to receipt of the notice of intent to terminate, in addition to termination settlement costs reasonably incurred by the Administrator relating to commitments (e.g., suppliers, subcontractors) which had become firm prior to receipt of the notice of intent to terminate, if any, and upon proper documentation submittal.

4. Upon receipt of a termination action, the Administrator shall (1) promptly discontinue all affected work (unless the notice directs otherwise) and (2) deliver or other wise make available to the local government all data, drawings, reports specifications, summaries and other such information, as may have been accumulated by the Administrator in performing this contract, whether completed or in process.

5. Upon termination, the local government may take over the work and award another party a contract to complete the work described in this contract.

6. If, after termination for failure of the Administrator to fulfill contractual obligations, it is determined that the Administrator had not failed to fulfill contractual obligations, the termination shall be deemed to have been for the convenience of the local government. In such event, adjustment of the contract price shall be made as provided in paragraph 3 above.

## **ARTICLE 12**

### **EQUAL OPPORTUNITY**

The Administrator warrant that there shall be no discrimination against employees, applicants for employment, those to whom services are rendered, and applicants for such services under this contract because of race, color, age, sex, religion, national origin, place of birth, ancestry, handicap, familial status or genetics.

During the performance of the function described herein, the Administrator agree to the following conditions pertaining to the recognition and protection of the civil rights of

employees, applicants for employment, those to whom services are rendered, and applicants for such services:

1. The Administrator will comply with the provisions of Title VI of the Civil Rights Act of 1964, P.L. 88-352, as amended, and rules and regulations published pursuant thereto, all of which are made a part hereof as if fully incorporated herein.
2. The Administrator will comply with the provisions of Presidential Executive Order Number 11246 of September 24, 1965, as amended, Title 3, Code of Federal Regulations, Chapter 4, which is made a part hereof as if fully incorporated herein, the provisions of Section 204 of which executive order must be set forth verbatim, to wit: During the performance of this contract, the Administrator agree as follows: The Administrator will not discriminate against any employee or applicant for employment because of race, color, age, sex, religion, national origin, place of birth, ancestry, handicap, familial status or genetics. Such action shall include, but not limited to the following: employment, upgrading, demotion, transfer, recruitment, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Administrator agrees to post in a conspicuous place, available to employees and applicants for employment, notice to be provided by the contracting officer setting for the provisions of the non-discrimination clause.
3. The Administrator will, in all solicitations or advertisements for employees placed by or on behalf of the Administrator, state that all qualified applicants will receive consideration for employment without regard to race, color, age, sex, religion, national origin, place of birth, ancestry, handicap, familial status, or genetics.
4. The Administrator will send to each labor union or representative or workers with which he has a collective bargaining agreement or other contract

or understanding, a notice, to be provided by the agency contracting officer advising the labor union or worker's representative of the contractor's commitments under Section 204 of Executive Order Number 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5. The Administrator will comply with all provisions of Executive Order Number 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
6. The Administrator will furnish all information and reports required by Executive Order Number 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
7. In the event of the Administrator non-compliance with the non-discrimination clauses of this contract or with such rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further government contracts in accordance with procedures authorized in Executive Order Number 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order Number 11246, of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
8. The Administrator will include the provisions of paragraphs one (1) through seven (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the secretary of Labor issued to Section 204 of Executive Order Number 11246 of September 24, 1965, so that such provisions will be binding upon subcontractors or vendors. The Administrator will take

such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for non-compliance; provided however, that in the event the Administrator become involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the Administrator may request the United States to enter into such litigation to protect the interest of the United States.

9. The Administrator shall not discriminate in solicitations or advertisements for employees placed by and on behalf of the contractor or against any employee or applicant for employment because of race, color, age, sex, religion, national origin, place of birth, ancestry, handicap, familial status, or genetics.

#### **ARTICLE 13**

#### **HUD/FLORIDA COMMERCE AUDITS**

If HUD or Florida commerce finds that any sums received by the Administrator are unreasonable, then those sums shall be refunded by the Administrator to the Local Government as required by 24 C.F.R., Section 570.200. Administrator agree to reimburse to the Local Government any funds expended for transactions approved by the Administrator which are disallowed by the Florida Community Development Agency (F.C.D.A.), due to the malfeasance, misfeasance, or nonfeasance of the administrator. All records will be made available to the Local Government auditors at their request as pre-audit and post-audit requirements.

#### **ARTICLE 14**

#### **ADMINISTRATOR'S NOTICE**

#### **REGARDING ENGINEER OR ARCHITECT**

It is understood between the Local Government and the Administrator that the Administrator will not be responsible for any Federal, State, or Local requirements that must be completed and supervised by the engineer and/or architect.

#### **ARTICLE 15**

**ADMINISTRATORS NOTICE**  
**REGARDING LEGAL FEES AND AUDITS**

It is understood between the Local Government's and the Administrator that the Administrator will not be responsible for legal or audit costs associated with this project.

**ARTICLE 16**

**SOURCE OF FUNDING**

The sole source of payment for this contract is the funding received through the C.D.B.G. program and/or portion of any other funding grants leveraged from it.

**ARTICLE 17**

**REMEDIES**

Unless otherwise provided in this contract, all claims, counter claims, disputes and other matters in question between the local government and the contractor, arising out of or relating to this contract, or the breach of it, will be decided by the appropriate [state](#) court in [Gilchrist-Suwannee](#) County, Florida.

**ARTICLE 18**

**ACCESS TO RECORDS**

The local government, Florida Commerce, the Chief Financial Officer of the State of Florida, the Auditor General of the State of Florida, the Florida Office of Program Policy Analysis and Government Accountability, the U.S. Department of Housing and Urban Development, the Comptroller General of the United States, and any of their duly authorized representatives, shall have access to any books, documents, papers, and records, including electronic storage media, of the Administrator which are directly pertinent to this contract for the purpose of audit, examination, making excerpts, and transcriptions as they may relate to this Agreement. Additionally, the Administrator shall comply with all State of Florida Public Records requirements.

**ARTICLE 19**

**PUBLIC RECORDS**

- I. **Public Records, Florida Statutes section 119.0701.** In addition to all other provisions provided in this contract, the Contractor shall also comply with the requirements of Florida Statutes section 119.0701 regarding public records. Specifically the Contractor shall:
- (a) **Keep and maintain public records required by the public agency to perform the service.**
  - (b) **Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.**
  - (c) **Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Contractor does not transfer the records to the public agency.**
  - (d) **Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the Contractor or keep and maintain public records required by the public agency to perform the service. If the Contractor transfers all public records to the public agency upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a**

format that is compatible with the information technology systems of the public agency.

Contractor, for itself and any Subcontractor, agrees to comply with Florida Statutes section 119.0701 in all respects during the term of this agreement.

**2. Request for Records; Non-Compliance.**

- (a) A request to inspect or copy public records relating to a public agency's contract for services must be made directly to the public agency. If the public agency does not possess the requested records, the public agency shall immediately notify the Contractor of the request, and the Contractor must provide the records to the public agency or allow the records to be inspected or copied within a reasonable time.
- (b) If the Contractor does not comply with the public agency's request for records, the public agency shall enforce the contract provisions in accordance with the contract.
- (c) If the Contractor fails to provide the public records to the public agency within a reasonable time it may it may be subject to penalties under s. 119.10.

**3. Civil Action.**

- (a) If a civil action is filed against Contractor to compel production of public records relating to a public agency's contract for services, the court shall assess and award against the Contractor the reasonable costs of enforcement, including reasonable attorney fees, if:
  - (1) The court determines that the Contractor unlawfully refused to comply with the public records request within a reasonable time; and



- (2) At least 8 business days before filing the action, the plaintiff provided written notice of the public records request, including a statement that the Contractor has not complied with the request, to the public agency and to the Contractor.
- (3) A notice complies with the above item if it is sent to the public agency's custodian of public records and to the Contractor at the Contractor's address listed on this contract with the public agency or to the Contractor's registered agent. Such notices must be sent by common carrier delivery service or by registered, Global Express Guaranteed, or certified mail, with postage or shipping paid by the sender and with evidence of delivery, which may be in an electronic format.
- (4) A Contractor who complies with a public records request within 8 business days after the notice is sent is not liable for the reasonable costs of enforcement.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT MR. SHANNON ROBERTS, SUWANNEE COUNTY, AS CUSTODIAN OF THESE PUBLIC RECORDS AT TELEPHONE NUMBER 386-362-2827, E-MAIL, [ShannonR@suwcountyfl.gov](mailto:ShannonR@suwcountyfl.gov), 13150 80<sup>th</sup> TERRACE, LIVE OAK, FLORIDA 32060.

#### **ARTICLE 20**

##### **RETENTION OF RECORDS**

The Administrator shall retain all records relating to this contract for six (6) years after the local government makes final payment and all other pending matters are closed.

#### **ARTICLE 20**

##### **E-VERIFY DUTY OF ADMINISTRATOR**

As a condition precedent to entering into this Agreement, and in compliance with

Section 448.095, Fla. Stat., Administrator, and its subcontractors, shall register with and use the E-Verify system to verify work authorization status of all employees hired after January 1, 2021.

a. Administrator shall provide Local Government, and require each of its subcontractors to provide Administrator, with an affidavit (Exhibit B) stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Administrator shall maintain a copy of the subcontractor's affidavit as part of and pursuant to the records retention requirements of this Agreement.

b. The Local Government, Administrator, or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated Section 448.09(1), Fla. Stat. or the provisions of this section shall terminate the contract with the person or entity.

c. The Local Government, upon good faith belief that a subcontractor knowingly violated the provisions of this section, but Administrator otherwise complied, shall promptly notify Administrator and Administrator shall immediately terminate the contract with the subcontractor.

d. A contract terminated under the provisions of this section is not a breach of contract and may not be considered such. Any contract termination under the provisions of this section may be challenged pursuant to Section 448.095(2)(d), Fla. Stat. Administrator acknowledges that upon termination of this Agreement by the Local Government for a violation of this section by Administrator, Administrator may not be awarded a public contract for at least one (1) year. Administrator further acknowledges that Administrator is liable for any additional costs incurred by the Local Government as a result of termination of any contract for a violation of this section.

e. Subcontracts. Administrator or subcontractor shall insert in any subcontracts the clauses set forth in this section, including this subsection, requiring the subcontractors to include these clauses in any lower tier subcontracts. Administrator shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this

section.

**ARTICLE 22**

**ENVIRONMENTAL COMPLIANCE**

Whereas if this contract exceeds \$100,000, the Administrator shall comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857 (h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and U.S. Environmental Protection Agency regulations (40 C.F.R. Part 15). The Administrator shall include this clause in any subcontracts over \$100,000.

**IN WITNESS WHEREOF**, the parties have hereunto set their hands and seals:

LOCAL GOVERNMENT:

ADMINISTRATOR:

\_\_\_\_\_  
Travis Land\_\_\_\_\_, Chairman  
Suwannee County Board of County  
Commissioners

\_\_\_\_\_  
Fred D. Fox, President, FFE  
Fred Fox Enterprises, Inc.

ATTESTED BY:

ATTESTED BY:

\_\_\_\_\_  
Gilchrist-Suwannee County

\_\_\_\_\_  
Melissa N. Fox  
Grants Compliance Manager

**SWORN STATEMENT UNDER SECTION 287.133(3)(a)  
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICE AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted with the Enterprises General Administration Agreement for Fred Fox, Inc., and Suwannee County, Florida.
2. This sworn statement is submitted by Fred Fox Enterprises, Inc. whose business address is 4425 US Highway 1 South, Suite 103, St. Augustine, Florida 32086, and (if applicable) its Federal Employer Identification Number (FEIN) is 59-2443697.
3. My name is Fred D. Fox, and my relationship to the entity named above is President of the Corporation.
4. I understand that a "Public Entity Crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transactions of business with any public entity or with an agency or political subdivision of any other state of with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other stat or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
5. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
6. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
  1. A predecessor or successor of a person convicted of a public entity crime; or
  2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among person when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
7. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents

who are active in management of an entity.

8. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies.)

XX Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

\_\_\_\_\_The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989, AND (Please indicate which additional statement applies.)

\_\_\_\_\_There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)

\_\_\_\_\_The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order.)

\_\_\_\_\_The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by or pending with the Department of General Services.)

\_\_\_\_\_  
Fred D. Fox (Signature)

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

STATE OF FLORIDA  
COUNTY OF ST. JOHNS

PERSONALLY APPEARED BEFORE ME, the undersigned authority, Fred D. Fox, who, after first being sworn by me, affixed his signature in the space provided above on this \_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires:

## COST SUMMARY FOR NEGOTIATED CONTRACTS

GRANTEE: Suwannee County

GRANT NUMBER: #23DB-H12

NAME AND ADDRESS: Fred Fox Enterprises, Inc.  
 OF CONTRACTOR: P. O. Box 840338  
St. Augustine, Florida 32080

DATE OF PROPOSAL: May 26, 2023

TYPE OF SERVICE TO  
 BE FURNISHED: CDBG Grant Administration

=====

**COST SUMMARY:**

DIRECT LABOR: Estimated hrs x hrly rate = estimated cost

Consultant/Director	80 hrs x \$115. = \$ 9,200.00
Project Manager	500 hrs x \$100. = \$ 50,000.00
Grants Compliance Manager	100 hrs x \$75. = \$ 7,500.00
Environmental Specialist	80 hrs x \$65. = \$ 5,200.00

**DIRECT LABOR TOTAL:** \$ 71,900.00

INDIRECT COSTS: Fringes, G & A, etc., rate x base = cost  
Fringes 35% x 71,900.00 = \$ 25,165.00

**INDIRECT COST TOTAL:** \$ 25,165.00

OTHER INDIRECT COST: describe  
N/A

**OTHER INDIRECT COST:** \$ 0.00

**TOTAL ESTIMATED COST:** \$ 97,065.00

**PROFIT:** \$ 2,835.00

**TOTAL PRICE:** \$ 99,900.00

**EXHIBIT B**  
**E-VERIFY AFFIDAVIT**

(company name)

I hereby certify that \_\_\_\_\_ does not employ, contract with, or subcontract with an unauthorized alien, and has not done so since before January 1, 2021, and is otherwise in full compliance with Section 448.095, Florida Statutes. All employees hired on or after January 1, 2021 have had their work authorization status verified through the E-Verify system. A true and correct copy of \_\_\_\_\_ proof of registration in the E-Verify system is attached to this Affidavit.

By affixing your signature below, under penalty of law you hereby affirm that the above statement is true and correct, and that you are complying and will comply with all E-Verify requirements.

\_\_\_\_\_ By: \_\_\_\_\_  
Date Printed name and title: \_\_\_\_\_

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_ as \_\_\_\_\_ for \_\_\_\_\_  
Company Printed name Title

WITNESSETH my hand and official seal in the state and county named below.

Notary Public, State of \_\_\_\_\_, County of \_\_\_\_\_

(Seal)

Signature: \_\_\_\_\_  
Printed name: \_\_\_\_\_  
Commission No.: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

Personally Known, OR  Produced Identification  
Type of Identification Produced \_\_\_\_\_

**SUWANNEE**  
**Parks & Recreation**

Executive Summary

Objective:

To request permission to use the sign company that First Federal Bank uses to replace the sign at the First Federal Bank Sportsplex that was damaged from Hurricane Idalia with an upgraded LED digital sign that will be funded in part from our insurance claim and in part from First Federal Bank as their name is on the park and they will be contributing up to \$15,000.

Considerations:

First Federal Bank prefers to use this sign company as it is their primary sign company.

The total cost of the sign will be approximately \$25,000 to \$30,000 and will be paid in part by funds received as a result of an insurance claim for the sign.

Recommendation:

We respectfully request the Suwannee County Board of County Commissioners to grant permission to use the sign company that First Federal Bank uses to replace the sign at the First Federal Bank Sportsplex that was damaged from Hurricane Idalia with an upgraded LED digital sign. This will be funded in part from our insurance claim and in part from First Federal Bank as their name is on the park and they will be contributing up to \$15,000.

Respectfully submitted,

Dated: December 5, 2023

Jason Furry, CPRP  
Parks & Recreation Director



# Order Form

**Robson Corporation**

2231 Whitfield Park Loop  
Sarasota, Florida 34243

CALL: 800-770-8585  
FAX: 941-756-8912

The Highest Quality Sign Available and At A Price You Can Afford!!!

Buy direct and save!

Name Jason Furry Phone 386-362-3004  
 Address 1201 Silas Dr SW Phone \_\_\_\_\_  
 City Live Oak State FL Zip 32064  
 NAME AS IT IS TO APPEAR ON SIGN First Federal Bank Sportsplex

Model Communicator FCV

- FCV=Full Color Video Display
- FCV Manufactured By Robson
- Integrated EMC
- Easy to use Software
- WiFi Wireless
- 5 Year Warranty on EMC
- Single Sided
- Video Technology
- Graphic Capability: Text, Graphics, Logos, Basic Animation, Multiple Font
- Sealed Eng Drawings = \$455. add'l
- Permit to be billed at cost if applicable
- 3M Graphics
- Structural Aluminum
- Aircraft Grade 6061-T6
- Aluminum Structural Support
- Dupont Powder Coat Finish
- Internal Illumination
- Four Internal Cooling Fans
- 230 Levels Dimming Display
- 3 LEDs per Pixel
- GE Solar Grade Lexan
- Includes Delivery, crane set & footer template
- Customer supplied footer

**COLOR SELECTION:**

Face Color  
**Cust**  
Cabinet Color  
**Cust**

**Plus: Lifetime Warranty On Cabinet & Frame**

(see warranty for details)

Design Selection: custom  
33  
**LED Digital**

Full Color Video  
6mm Resolution  
144x384 Matrix  
36"x96" Display

Size Selection: 7'5" X 8' X 9'5"

**Custom Colors, Designs, & Sizes are available.**

Ship to:

Name First Federal Bank Sportsplex  
 Address 1201 Silar Dr SW  
 City Live Oak State FL Zip 32064

*Factory Discount!*

**Total Investment Only! \$31,385.00**

(Price Valid For 30 Days)

**Initial Investment \$15,692.50**

(Normally 50% Minimum)

**Balance \$15,692.50**

(Due on receipt of final invoice)

Note: Any applicable state sales tax may be added unless a copy of your tax exempt certificate is included. Customer is responsible for electrical hook-up  
**Robson Installation Included**

\*Note: Need tax exempt certificate

Accepted By x \_\_\_\_\_  
 Robson Authorized Signature x \_\_\_\_\_  
 Grant Vosburg

Date \_\_\_\_\_  
 Date 11/17/2023

8'-0"

9'-5"

7'-5"

6 LINES OF  
 6 INCH TEXT  
 UP TO ONE  
 LINE OF **36"**



FIRST FEDERAL BANK

**SPORTSPLEX**

**SUWANNEE**

Parks & Recreation

5"x5" LEGS

SINGLE-SIDED CABINET - 6mm RESOLUTION - 144x384 MATRIX

**Robson Corporation**

"THE BEST BUY IN SIGNS"

2231 Whitfield Park Loop, Sarasota, FL 34243  
 1 • 800 • 770 • 8585 941 • 753 • 6935  
 Fax: 941 • 756 • 8912

**38** YEARS OF QUALITY

APPROVED BY:  
 DATE: / /

© 2023

This is an original, unpublished drawing, submitted in connection with a project we are planning for you. Please do not copy or show it to anyone outside of your organization without written permission from Robson Corporation.

SKETCH: #190308\_V7 DATE: 11/15/23 DESIGN: 7x8-33-3L12-144x384 SCALE: 1"=14" ARTIST: SMB SALES PERSON: GCV

# **SUWANNEE**

## **Parks & Recreation**

### Executive Summary

#### Objective:

To request authorization for the Chairman, or his designee, to sign the Sovereignty Submerged Lands Easement from the Department of Environmental Protection to provide an easement for 50 years that will allow using the existing bridge over the Ichetucknee River for construction of the Suwannee River Greenway at Branford rehabilitation project (SunTrail/FDOT #44287).

#### Considerations:

The grant project was approved on November 5, 2019.

This easement will enable the Suwannee River Greenway at Branford to connect with the greenway trail in Columbia County.

#### Recommendation:

We respectfully request the Suwannee County Board of County Commissioners to authorize the Chairman, or his designee, to sign the Sovereignty Submerged Lands Easement from the Department of Environmental Protection to provide an easement for 50 years that will allow using the existing bridge over the Ichetucknee River for construction of the Suwannee River Greenway at Branford rehabilitation project (SunTrail/FDOT #44287).

Respectfully submitted,

Dated: December 5, 2023

Jason Furry, CPRP  
Parks & Recreation Director

This Instrument Prepared By:  
Celeda Wallace  
Action No. 47611  
Bureau of Public Land Administration  
3900 Commonwealth Boulevard  
Mail Station No. 125  
Tallahassee, Florida 32399

BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND  
OF THE STATE OF FLORIDA

---

SOVEREIGNTY SUBMERGED LANDS EASEMENT

EASEMENT NO. 42984  
BOT FILE NO. 610366903

THIS EASEMENT is hereby granted by the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida, hereinafter referred to as the Grantor.

WITNESSETH: That for the faithful and timely performance of and compliance with the terms and conditions stated herein, the Grantor does hereby grant to Suwannee County, Florida and Columbia County, Florida, hereinafter referred to as the Grantee, a nonexclusive easement on, under and across the sovereignty lands, as defined in 18-21.003, Florida Administrative Code, if any, contained within the following legal description:

A parcel of sovereignty submerged land in Section 23, Township 06 South, Range 15 East, in Ichetucknee River, Suwannee and Columbia Counties, Florida, containing 17,580 square feet, more or less, as is more particularly described and shown on Attachment A, dated September 9, 2023.

TO HAVE THE USE OF the hereinabove described premises for a period of 50 years from June 16, 2023, the effective date of this easement. The terms and conditions on and for which this easement is granted are as follows:

1. USE OF PROPERTY: The above described parcel of land shall be used solely for maintenance of a bike trail utilizing an existing bridge and Grantee shall not engage in any activity related to this use except as described in the State of Florida Department of Environmental Protection Environmental Resource Permit Environmental Resource Permit Exemption No. ERP-121-242245-2, dated May 1, 2023, incorporated herein and made a part of this easement by reference. All of the foregoing subject to the remaining conditions of this easement.

2. EASEMENT CONSIDERATION: In the event the Grantor amends its rules related to fees and the amended rules provide the Grantee will be charged a fee or an increased fee for this activity, the Grantee agrees to pay all charges required by such amended rules within 90 days of the date the amended rules become effective or by a date provided by an invoice from the Department, whichever is later. All fees charged under this provision shall be prospective in nature; i.e. they shall begin to accrue on the date that the amended rules become effective.

3. WARRANTY OF TITLE/GUARANTEENEE OF SUITABILITY OF USE OF LAND: Grantor neither warrants title to the lands described herein nor guarantees the suitability of any of the lands for any particular use.

4. RIGHTS GRANTED: The rights hereby granted shall be subject to any and all prior rights of the United States and any and all prior grants by the Grantor in and to the submerged lands situated within the limits of this easement.

5. DAMAGE TO EASEMENT PROPERTY AND INTERFERENCE WITH PUBLIC AND PRIVATE RIGHTS: Grantee shall not damage the easement lands or unduly interfere with public or private rights therein.

6. GRANTOR'S RIGHT TO GRANT COMPATIBLE USES OF THE EASEMENT PROPERTY: This easement is nonexclusive, and the Grantor, or its duly authorized agent, shall retain the right to enter the property or to engage in management activities not inconsistent with the use herein provided for and shall retain the right to grant compatible uses of the property to third parties during the term of this easement.

7. RIGHT TO INSPECT: Grantor, or its duly authorized agent, shall have the right at any time to inspect the works and operations of the Grantee in any matter pertaining to this easement.

8. INDEMNIFICATION/INVESTIGATION OF ALL CLAIMS: The Grantee shall investigate all claims of every nature at its expense, and shall indemnify, defend and save and hold harmless the Grantor and the State of Florida from all claims, actions, lawsuits and demands arising out of this easement, which do not arise out of or result from the negligent acts of omissions of Grantor.

9. ASSIGNMENT OF EASEMENT: This easement shall not be assigned or otherwise transferred without prior written consent of the Grantor or its duly authorized agent and which consent shall not be unreasonably withheld. Any assignment or other transfer without prior written consent of the Grantor shall be null and void and without legal effect.

10. TERMINATION: The Grantee, by acceptance of this easement, binds itself, its successors and assigns, to abide by the provisions and conditions herein set forth, and said provisions and conditions shall be deemed covenants of the Grantee, its successors and assigns. In the event the Grantee fails or refuses to comply with the provisions and conditions herein set forth or in the event the Grantee violates any of the provisions and conditions herein, this easement may be terminated by the Grantor upon 30 days written notice to the Grantee. If terminated, all of the above-described parcel of land shall revert to the Grantor. Any costs or expenses incurred by the Grantor in removing the Grantee or its property from the easement area shall be paid by the Grantee. All notices required to be given to the Grantee by this easement or applicable law or administrative rules shall be sufficient if sent by U.S. Mail to the following address:

Suwannee County, Florida  
13150 80<sup>th</sup> Terrace  
Live Oak, Florida 32060

Columbia County, Florida  
135 NE Hernando Avenue, Suite 203  
Lake City, Florida 32056

The Grantee agrees to notify the Grantor by certified mail of any changes to this address at least ten (10) days before the change is effective.

11. TAXES AND ASSESSMENTS: The Grantee shall assume all responsibility for liabilities that accrue to the subject property or to the improvements thereon, including any and all drainage or special assessments or taxes of every kind and description which are now or may be hereafter lawfully assessed and levied against the subject property during the effective period of this easement which result from the grant of this easement or the activities of Grantee hereunder.

12. REMOVAL OF STRUCTURES/ADMINISTRATIVE FINES: If the Grantee does not remove said structures and equipment occupying and erected upon the premises after expiration or cancellation of this easement, such structures and equipment will be deemed forfeited to the Grantor, and the Grantor may authorize removal and may sell such forfeited structures and equipment after ten (10) days written notice by certified mail addressed to the Grantee at the address specified in paragraph 10 or at such address on record as provided to the Grantor by the Grantee. However, such remedy shall be in addition to all other remedies available to Grantor under applicable laws, rules and regulations including the right to compel removal of all structures and the right to impose administrative fines.

13. ENFORCEMENT OF PROVISIONS: No failure, or successive failures, on the part of the Grantor to enforce any provision, nor any waiver or successive waivers on its part of any provision herein, shall operate as a discharge thereof or render the same inoperative or impair the right of the Grantor to enforce the same upon any renewal thereof or in the event of subsequent breach or breaches.

14. AMENDMENT/MODIFICATIONS: This easement is the entire and only agreement between the parties. Its provisions are not severable. Any amendment or modification to this easement must be in writing and must be accepted, acknowledged and executed by the Grantee and Grantor.

15. USACE AUTHORIZATION: Prior to commencement of construction and/or activities authorized herein, the Grantee shall obtain the U.S. Army Corps of Engineers (USACE) permit if it is required by the USACE. Any modifications to the construction and/or activities authorized herein that may be required by the USACE shall require consideration by and the prior written approval of the Grantor prior to the commencement of construction and/or any activities on sovereign, submerged lands.

16. ADDITIONAL STRUCTURES OR ACTIVITIES/EMERGENCY STRUCTURAL REPAIRS: No additional structures shall be erected and/or activities undertaken, including but not limited to, dredging, relocation/realignment or major repairs or renovations made to authorized structures, on, in or over sovereignty, submerged lands without the prior written consent from the Grantor, with the exception of emergency repairs. Unless specifically authorized in writing by the Grantor, such activities or structures shall be considered unauthorized and a violation of Chapter 253, Florida Statutes, and shall subject the Grantee to administrative fines under Chapter 18-14, Florida Administrative Code. If emergency repairs are required to be undertaken in the interests of public health, safety or welfare, the Grantee shall notify the Grantor of such repairs as quickly as is practicable; provided, however, that such emergency activities shall not exceed the activities authorized by this easement.

17. UPLAND RIPARIAN PROPERTY INTEREST: During the term of this easement, Grantee must have satisfactory evidence of sufficient upland interest as defined in subsection 18-21.003(65), Florida Administrative Code, to the extent required by paragraph 18-21.004(3)(b), Florida Administrative Code, in order to conduct the activity described in this easement. If at any time during the term of this easement, Grantee fails to comply with this requirement, use of sovereignty, submerged lands described in this easement shall immediately cease and this easement shall terminate and title to this easement shall revert to and vest in the Grantor immediately and automatically.

*[Remainder of page intentionally left blank; Signature page follows]*

IN WITNESS WHEREOF, the Grantor and the Grantee have executed this instrument on the day and year first above written.

WITNESSES:

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

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

Address: 3800 Commonwealth Blvd  
Tallahassee, FL 32399

Signature \_\_\_\_\_

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

Address: 3800 Commonwealth Blvd  
Tallahassee, FL 32399

BOARD OF TRUSTEES OF THE INTERNAL  
IMPROVEMENT TRUST FUND OF THE STATE OF  
FLORIDA

(SEAL)

BY: \_\_\_\_\_

Brad Richardson, Chief, Bureau of Public Land  
Administration, Division of State Lands, State of Florida  
Department of Environmental Protection, as agent for  
and on behalf of the Board of Trustees of the Internal  
Improvement Trust Fund of the State of Florida

"LESSOR"

STATE OF FLORIDA  
COUNTY OF LEON

The foregoing instrument was acknowledged before me by means of physical presence this \_\_\_\_\_ day of \_\_\_\_\_  
20\_\_\_\_, by Brad Richardson, Chief, Bureau of Public Land Administration, Division of State Lands, State of Florida  
Department of Environmental Protection, as agent for and on behalf of the Board of Trustees of the Internal Improvement Trust  
Fund of the State of Florida. He is personally known to me.

APPROVED SUBJECT TO PROPER EXECUTION:

Toni Sturtevant 11/20/2023  
DEP Attorney Date

\_\_\_\_\_  
Notary Public, State of Florida

\_\_\_\_\_  
Printed, Typed or Stamped Name

My Commission Expires:

\_\_\_\_\_  
Commission/Serial No. \_\_\_\_\_

WITNESSES:

Suwannee County, Florida (SEAL)  
By its Board of County Commissioners

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

BY: \_\_\_\_\_

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

Original Signature of Executing Authority

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

Franklin White  
Typed/Printed Name of Executing Authority

\_\_\_\_\_

Chairman  
Title of Executing Authority

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

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

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

\_\_\_\_\_

“LESSEE”

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of \_\_ physical presence or \_\_ online notarization this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by Franklin White as Chairman, for and on behalf of the Board of County Commissioners of Suwannee County, Florida. He is personally known to me or who has produced \_\_\_\_\_, as identification.

My Commission Expires:

\_\_\_\_\_  
Signature of Notary Public

Notary Public, State of \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Printed, Typed or Stamped Name

Commission/Serial No. \_\_\_\_\_



WITNESSES:

Columbia County, Florida (SEAL)  
By its Board of County Commissioners

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

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

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

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

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

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

BY: \_\_\_\_\_  
Original Signature of Executing Authority

Rocky Ford  
Typed/Printed Name of Executing Authority

Chairman  
Title of Executing Authority

“LESSEE”

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of \_\_ physical presence or \_\_online notarization this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by Rocky Ford as Chairman, for and on behalf of Board of County Commissioners of Columbia, Florida. He is personally known to me or who has produced \_\_\_\_\_, as identification.

My Commission Expires:

\_\_\_\_\_  
Signature of Notary Public

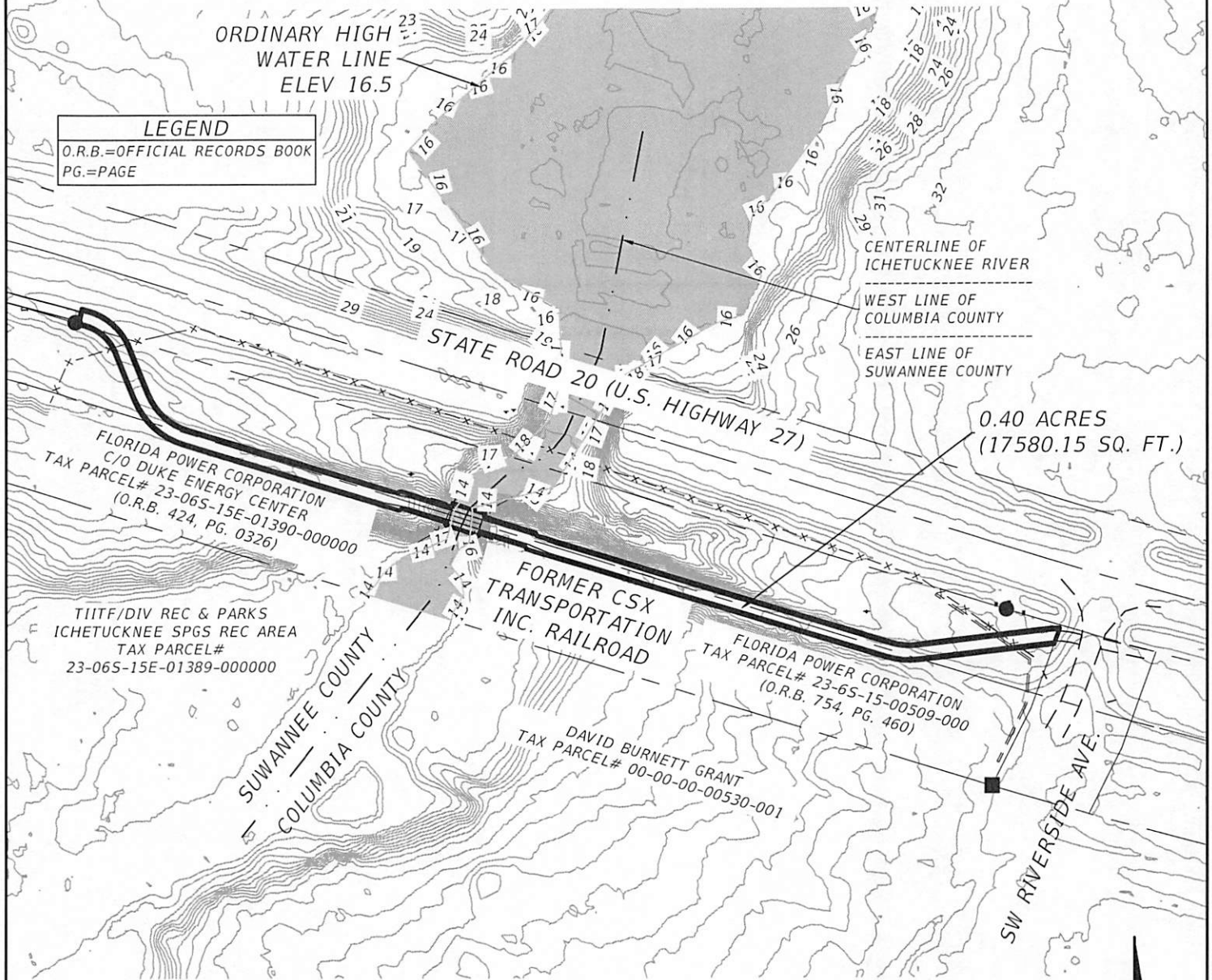
Notary Public, State of \_\_\_\_\_

\_\_\_\_\_  
Commission/Serial No. \_\_\_\_\_

\_\_\_\_\_  
Printed, Typed or Stamped Name

# EASEMENT SURVEY

IN SECTION 23, TOWNSHIP 6 SOUTH, RANGE 15 EAST  
SUWANNEE & COLUMBIA COUNTY, FLORIDA



SHEET 1 = OVERALL VIEW

SHEETS 2-5 = DETAIL SHEETS

SHEET 6 = LEGAL DESCRIPTION AND SURVEYOR'S SIGNATURE



**NORTH FLORIDA PROFESSIONAL SERVICES, INC.**  
P.O. BOX 3823  
LAKE CITY, FL 32056  
PH. 386-752-4675  
LIC NO. LB8356

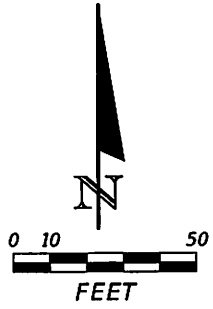
2551 BLAIRSTONE PINES DR.  
TALLAHASSEE, FL 32301  
WWW.NFPS.NET

JOB NO. L190505SUW  
CA# 29011

**FLORIDA DEPARTMENT  
OF ENVIRONMENTAL  
PROTECTION**

SHEET  
NO.

1



STATE ROAD 20 (U.S. HIGHWAY 27)

COMMENCE

1/8" IRC FD.  
F.D.O.T.  
PT STA 460+72.80  
F.D.O.T. R/W MAP  
SECTION NO. 37030-2501

TRAIL END

EXISTING SIDEWALK

PROPOSED SIDEWALK

L=58.41'  
R=63.00'  
Δ=053°07'29"  
CB=S 48°54'12" E  
CD=56.34'

N 14° 32' 04" E  
15.23'

S 75° 27' 56" E  
6.03'

S 72° 57' 11" E  
3.09'

P.O.B.

N 14° 32' 04" E  
0.77'

N 75° 27' 56" W  
6.03'

FORMER CSX  
TRANSPORTATION  
INC. RAILROAD

L=43.58'  
R=47.00'  
Δ=053°07'29"  
CB=N 48°54'12" W  
CD=42.03'

L=69.34'  
R=78.00'  
Δ=050°56'13"  
CB=N 47°48'34" W  
CD=67.08'

SOUTH R/W LINE  
OF SR-20 (US-27)

L=55.12'  
R=62.00'  
Δ=050°56'13"  
CB=S 47°48'34" E  
CD=53.32'

984.18'  
S 72° 57' 11" E  
(BEARING BASE)

CENTERLINE OF FORMER  
CSX TRANSPORTATION  
INC. RAILROAD

FLORIDA  
C/O DUKE  
TAX PARCEL#  
(O.R.)

0.40 ACRES  
(17580.15 SQ. FT.)

FLORIDA POWER CORPORATION  
C/O DUKE ENERGY CENTER  
TAX PARCEL# 23-065-15E-01390-000000  
(O.R.B. 424, PG. 0326)

220.80'  
S 73° 16' 40" E  
227.43'  
N 73° 16' 40" W

**LEGEND**

- O.R.B.=OFFICIAL RECORDS BOOK
- PG.=PAGE
- IRC=IRON REBAR AND CAP
- FD.=FOUND
- F.D.O.T.=FLORIDA DEPARTMENT OF TRANSPORTATION
- PC=POINT OF CURVATURE
- PT=POINT OF TANGENCY
- STA.=STATION
- R/W=RIGHT-OF-WAY
- C=CENTERLINE
- P.O.B.=POINT OF BEGINNING
- L=LENGTH OF ARC
- R=RADIUS
- Δ=CENTRAL ANGLE
- CB=CHORD BEARING
- CD=CHORD DISTANCE
- CONC.=CONCRETE
- SQ. FT.=SQUARE FEET
- MSS=MULTIPLY SUPPORT SIGN



**NORTH FLORIDA PROFESSIONAL SERVICES, INC.**  
P.O. BOX 3823  
LAKE CITY, FL 32056  
PH. 386-752-4675  
LIC NO. LB8356

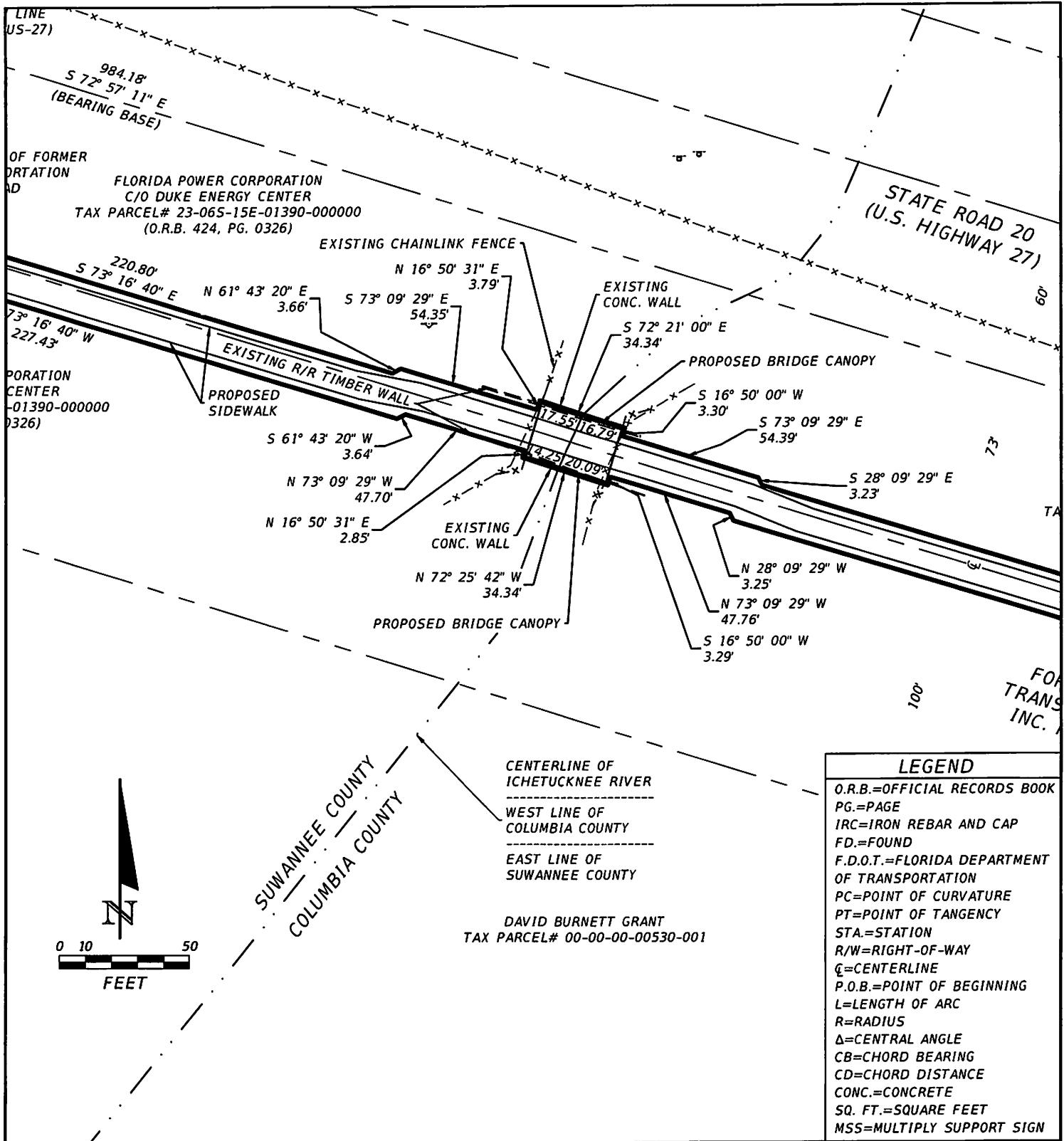
2551 BLAIRSTONE PINES DR.  
TALLAHASSEE, FL 32301  
WWW.NFPS.NET

JOB NO. L190505SUW  
CA# 29011


**FLORIDA DEPARTMENT  
OF ENVIRONMENTAL  
PROTECTION**

SHEET  
NO.

2



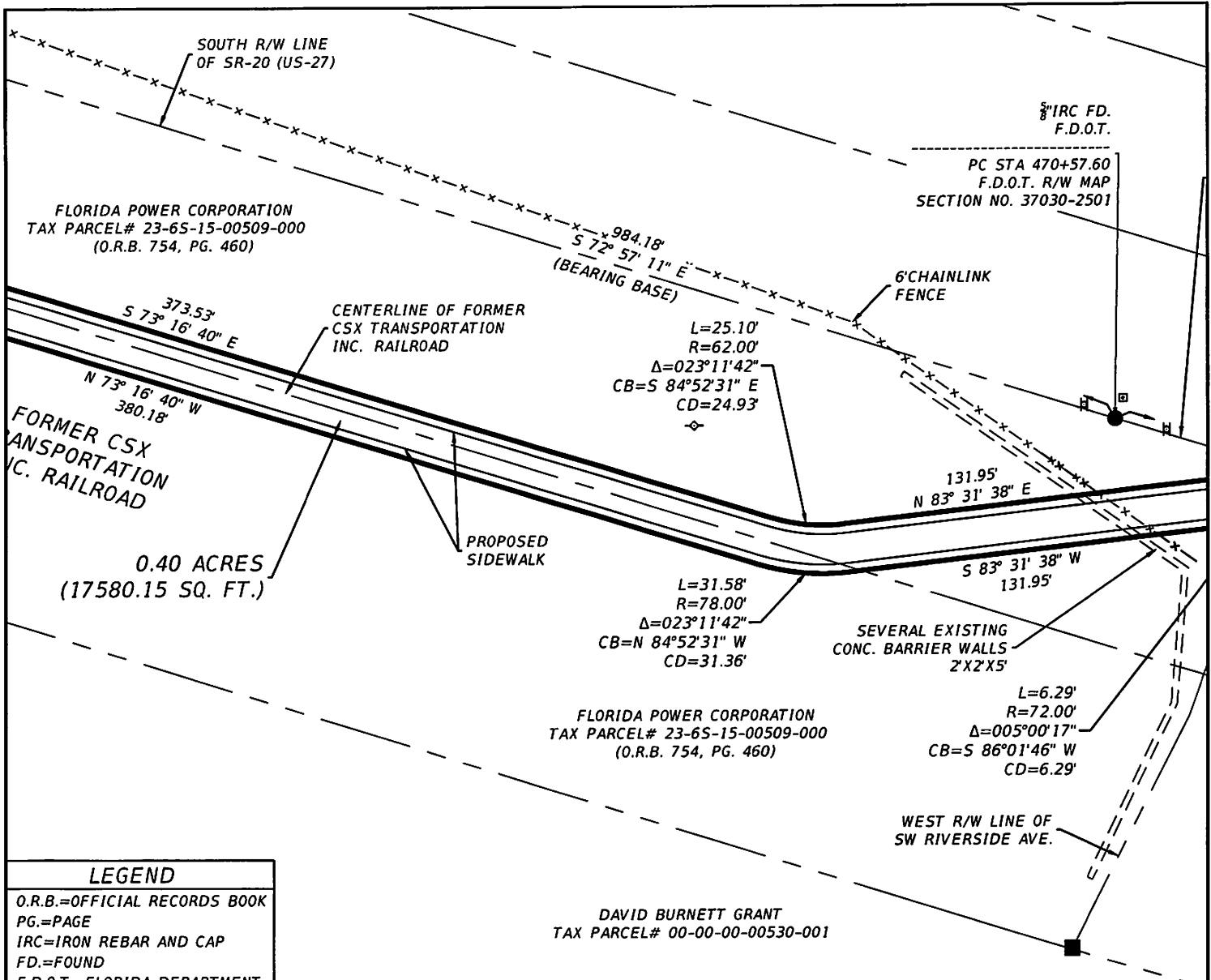
LEGEND	
O.R.B.	=OFFICIAL RECORDS BOOK
PG.	=PAGE
IRC	=IRON REBAR AND CAP
FD.	=FOUND
F.D.O.T.	=FLORIDA DEPARTMENT OF TRANSPORTATION
PC	=POINT OF CURVATURE
PT	=POINT OF TANGENCY
STA.	=STATION
R/W	=RIGHT-OF-WAY
C	=CENTERLINE
P.O.B.	=POINT OF BEGINNING
L	=LENGTH OF ARC
R	=RADIUS
Δ	=CENTRAL ANGLE
CB	=CHORD BEARING
CD	=CHORD DISTANCE
CONC.	=CONCRETE
SQ. FT.	=SQUARE FEET
MSS	=MULTIPLY SUPPORT SIGN


**NORTH FLORIDA PROFESSIONAL SERVICES, INC.**  
 P.O. BOX 3823  
 LAKE CITY, FL 32056  
 PH. 386-752-4675  
 LIC NO. LB8356

2551 BLAIRSTONE PINES DR.  
 TALLAHASSEE, FL 32301  
 WWW.NFPS.NET  
 JOB NO. L190505SUW  
 CA# 29011

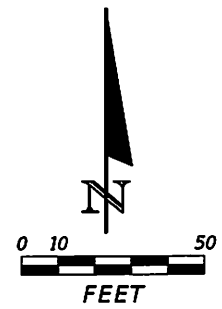
**FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION**


SHEET NO.  
 3

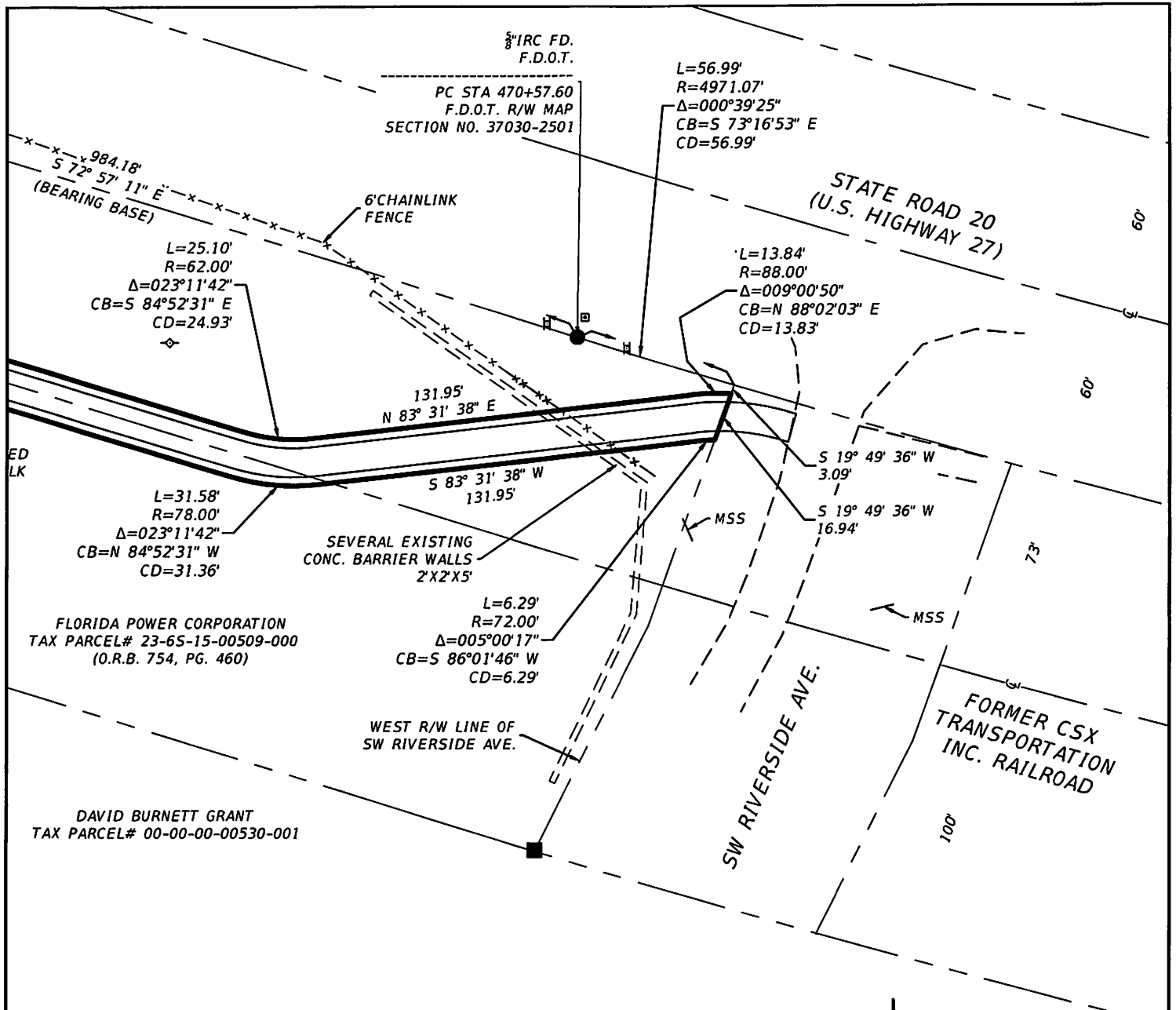


**LEGEND**

O.R.B.=OFFICIAL RECORDS BOOK  
 PG.=PAGE  
 IRC=IRON REBAR AND CAP  
 FD.=FOUND  
 F.D.O.T.=FLORIDA DEPARTMENT OF TRANSPORTATION  
 PC=POINT OF CURVATURE  
 PT=POINT OF TANGENCY  
 STA.=STATION  
 R/W=RIGHT-OF-WAY  
 ⊕=CENTERLINE  
 P.O.B.=POINT OF BEGINNING  
 L=LENGTH OF ARC  
 R=RADIUS  
 Δ=CENTRAL ANGLE  
 CB=CHORD BEARING  
 CD=CHORD DISTANCE  
 CONC.=CONCRETE  
 SQ. FT.=SQUARE FEET  
 MSS=MULTIPLY SUPPORT SIGN

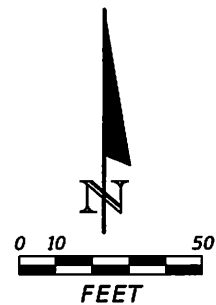


 <p><b>NORTH FLORIDA PROFESSIONAL SERVICES, INC.</b>          P.O. BOX 3823          LAKE CITY, FL 32056          PH. 386-752-4675          LIC NO. LB8356</p>	<p>2551 BLAIRSTONE PINES DR.          TALLAHASSEE, FL 32301          WWW.NFPS.NET</p>	<p>JOB NO. L190505SUW          CA# 29011</p>	<p><b>FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION</b></p>	SHEET NO.
				4



**LEGEND**

- |   |                           |
|---|---------------------------|
| O.R.B.=OFFICIAL RECORDS BOOK                  | P.O.B.=POINT OF BEGINNING |
| PG.=PAGE                                      | L=LENGTH OF ARC           |
| IRC=IRON REBAR AND CAP                        | R=RADIUS                  |
| FD.=FOUND                                     | Δ=CENTRAL ANGLE           |
| F.D.O.T.=FLORIDA DEPARTMENT OF TRANSPORTATION | CB=CHORD BEARING          |
| PC=POINT OF CURVATURE                         | CD=CHORD DISTANCE         |
| PT=POINT OF TANGENCY                          | CONC.=CONCRETE            |
| STA.=STATION                                  | SQ. FT.=SQUARE FEET       |
| R/W=RIGHT-OF-WAY                              | MSS=MULTIPLY SUPPORT SIGN |
| CL=CENTERLINE                                 |                           |



**NORTH FLORIDA PROFESSIONAL SERVICES, INC.**  
 P.O. BOX 3823  
 LAKE CITY, FL 32056  
 PH. 386-752-4675  
 LIC NO. LB8356

2551 BLAIRSTONE PINES DR.  
 TALLAHASSEE, FL 32301  
 WWW.NFPS.NET

JOB NO. L190505SUW  
 CA# 29011

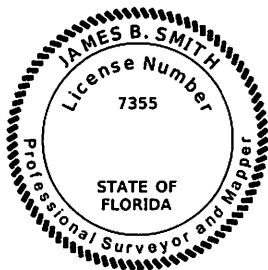
**FLORIDA DEPARTMENT  
 OF ENVIRONMENTAL  
 PROTECTION**

SHEET NO.  
 5

**DESCRIPTION:**

A parcel of land lying in Section 23, Township 06 South, Range 15 East, Suwannee and Columbia County, Florida, being more particularly described as follows:


Commence at Station 460+72.80 on the South right-of-way line of State Road 20 (U.S. Highway 27) per Florida Department of Transportation right-of-way map Section No. 37030-2501 and run thence South 72°57'11" East, along said South right-of-way line of State Road 20 (U.S. Highway 27), a distance of 3.09 feet to the POINT OF BEGINNING; thence North 14°32'04" East, a distance of 15.23 feet; thence South 75°27'56" East, a distance of 6.03 feet to a point on a curve concave to the Southwest having a radius of 63.00 feet, a central angle of 53°07'29", a chord bearing of South 48°54'12" East, and a chord distance of 56.34 feet; thence Southeasterly along the arc of said curve, a distance of 58.41 feet to the end of said curve; thence South 22°20'27" East, a distance of 50.64 feet to a point on a curve concave to the Northeast having a radius of 62.00 feet, a central angle of 50°56'13", a chord bearing of South 47°48'34" East, and chord distance of 53.32 feet; thence Southeasterly along the arc of said curve, a distance of 55.12 feet to the end of said curve; thence South 73°16'40" East, a distance of 220.80 feet; thence North 61°43'20" East, a distance of 3.66 feet; thence South 73°09'29" East, a distance of 54.35 feet; thence North 16°50'31" East, a distance of 3.79 feet; thence South 72°21'00" East a distance of 17.55 feet to the centerline of Ichetucknee River, being also the West line of Columbia County; thence continue South 72°21'00" East, a distance of 16.79 feet; thence South 16°50'00" West, a distance of 3.30 feet; thence South 73°09'29" East, a distance of 54.39 feet; thence South 28°09'29" East, a distance of 3.23 feet; thence South 73°16'40" East, a distance of 373.53 feet to a point on a curve concave to the North having a radius of 62.00 feet, a central angle of 23°11'42", a chord bearing of South 84°52'31" East, and a chord distance of 24.93 feet; thence Easterly along the arc of said curve, a distance of 25.10 feet to the end of said curve; thence North 83°31'38" East, a distance of 131.95 feet to a point on a curve concave to the South having a radius of 88.00 feet, a central angle of 09°00'50", a chord bearing of North 88°02'03" East, and a chord distance of 13.83 feet; thence Easterly along the arc of said curve, a distance of 13.84 feet to the end of said curve and a point on the Westerly right-of-way line of SW Riverside Avenue; thence South 19°49'36" West, still along said Westerly right-of-way line of SW Riverside Avenue, a distance of 16.94 feet to a point on a curve concave to the South having a radius of 72.00 feet, a central angle of 05°00'17", a chord bearing of South 86°01'46" West, and a chord distance of 6.29 feet; thence Southwesterly along the arc of said curve, a distance of 6.29 feet to the end of said curve; thence South 83°31'38" West, a distance of 131.95 feet to a point on a curve concave to the North having a radius of 78.00 feet, a central angle of 23°11'42", a chord bearing of North 84°52'31" West, and a chord distance of 31.36 feet; thence Westerly along the arc of said curve, a distance of 31.58 feet to the end of said curve; thence North 73°16'40" West, a distance of 380.18 feet; thence North 28°09'29" West, a distance of 3.25 feet; thence North 73°09'29" West, a distance of 47.76 feet; thence South 16°50'00" West, a distance of 3.29 feet; thence North 72°25'42" West, a distance of 20.09 feet to the centerline of Ichetucknee River, being also the East line of Suwannee County; thence continue North 72°25'42" West, a distance of 14.25 feet; thence North 16°50'31" East, a distance of 2.85 feet; thence North 73°09'29" West, a distance of 47.70 feet; thence South 61°43'20" West, a distance of 3.64 feet; thence North 73°16'40" West, a distance of 227.43 feet to a point on a curve concave to the Northeast having a radius of 78.00 feet, a central angle of 50°56'13", a chord bearing of North 47°48'34" West, and a chord distance of 67.08 feet; thence Northwesterly along the arc of said curve a distance of 69.34 feet to the end of said curve; thence North 22°20'27" West, a distance of 50.64 feet to a point on a curve concave to the Southwest having a radius of 47.00 feet, a central angle of 53°07'29", a chord bearing of North 48°54'12" West, and a chord distance of 42.03 feet; thence Northwesterly along the arc of said curve, a distance of 43.58 feet to the end of said curve; thence North 75°27'56" West, a distance of 6.03 feet; thence North 14°32'04" East, a distance of 0.77 feet to the POINT OF BEGINNING. Contains 0.40 acres (17580.15 Square Feet)



THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY JAMES B. SMITH ON THE DATE ADJACENT TO THE SEAL.  
 PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND THE SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES.

NORTH FLORIDA PROFESSIONAL SERVICES, INC.  
 P.O. BOX 3823  
 LAKE CITY, FL 32056  
 CERTIFICATE OF AUTHORIZATION: 29011  
 JAMES B. SMITH, P.S.M. NO. 7355

THE ABOVE NAMED PROFESSIONAL SURVEYOR AND MAPPER SHALL BE RESPONSIBLE FOR THE FOLLOWING SHEETS IN ACCORDANCE WITH RULE 5J-17.062, F.A.C.

 NORTH FLORIDA PROFESSIONAL SERVICES, INC. P.O. BOX 3823 LAKE CITY, FL 32056 PH. 386-752-4675 LIC NO. LB8356	2551 BLAIRSTONE PINES DR. TALLAHASSEE, FL 32301 WWW.NFPS.NET	JOB NO. L190505SUW CA# 29011	FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION	SHEET NO.
				6

## GENERAL BUSINESS:



Greg Bailey, North Florida Professional Services, Inc.



# GENERAL BUSINESS:

---

2024 Annual Committee Appointments. (Chairman Land)

## **2023 Committee Appointments**

Appointed by Chairman on December 20, 2022

### **Airport**

Maurice Perkins  
Bill Prange  
Experimental Aircraft Rep.  
Allen Rice  
P.O. Box 653  
Steinhatchee, FL 32359

### **Development Authority Liaison**

Don Hale  
Franklin White – Alternate

### **Extension (Ag.) Advisory**

Leo Mobley

### **Fair Board**

Leo Mobley  
Jason Furry

### **Insurance/Group/Health/Casualty**

Franklin White – Non-voting member  
(Can vote in the case of a tie)  
Sheriff Elect Sam St. John  
Greg Scott  
Paula Pennington – Non-voting Member  
Betty Lawrence  
Eddie Hand

### **Library**

Travis Land  
Friends of the Library Rep.  
Greg Scott  
Betty Lawrence

### **Municipal Relations Standing Committee**

(BOCC Chm. & Vc. Chm.)  
Franklin White  
Travis Land

### **North Central Florida Regional**

**Planning Council**  
Maurice Perkins

### **North Florida Economic Development Partnership**

Don Hale

### **Recreation & Parks**

Travis Land  
Greg Scott

### **Small County Coalition**

Maurice Perkins  
Franklin White  
Greg Scott

### **Solid Waste**

Franklin White  
Greg Scott, County Administrator  
Solid Waste Manager  
Dennis Rafferty

### **Suwannee River Economic Council**

(Revolving Appt. between member Ctys., SREC will advise)  
Franklin White

### **Suwannee River Task Force**

Don Hale

### **Suwannee Valley Transit Authority**

(2 Commissioners per county)  
Don Hale  
Travis Land

### **Transportation Disadvantage Coordinating Board**

Travis Land

### **Tourist Development Council**

(BOCC Chm. must serve)  
Franklin White  
Leo Mobley – Alternate Vc. Chr.

### **Workforce Development**

Maurice Perkins

### **Affordable Housing Advisory Committee**

Maurice Perkins

# CHAIRMAN CALLS FOR ADDITIONAL AGENDA ITEMS.

1. \_\_\_\_\_

\_\_\_\_\_

2. \_\_\_\_\_

\_\_\_\_\_

3. \_\_\_\_\_

\_\_\_\_\_

4. \_\_\_\_\_

\_\_\_\_\_

# ADMINISTRATOR'S COMMENTS AND INFORMATION



# **BOARD MEMBERS' INQUIRIES, REQUESTS, AND COMMENTS**

