

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

TENTATIVE AGENDA FOR JULY 19, 2022, 5:00 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 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 regarding each item they wish to speak on.
- 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 regarding each item they wish to speak on.
- For general updates or questions regarding County business, contact the County Administrator during regular business hours (386) 364-3400.

APPROVAL OF MINUTES:

1. July 5, 2022 – Regular Board Meeting
July 6, 2022 – CDBG-Hud Hearing

CONSENT:

2. Approval of payment of processed invoices.
3. Acceptance of resignation of Tommie Jefferson as District 2 appointment on the Suwannee County Planning & Zoning Board and Zoning Board of Adjustment.
4. Approval of appointment of Jimmy A. Cherry II to serve on the Suwannee County Planning & Zoning Board and Zoning Board of Adjustment for District 2.
5. Adoption of Resolution authorizing the Chairman to apply for grant applications for infrastructure and authorization to sign all associated documents.

6. Adoption of Preliminary Rate Resolution for Fire Protection Assessment for Fiscal Year 2022-23.
7. Adoption of Preliminary Rate Resolution for Solid Waste Assessment for Fiscal Year 2022-23.
8. Approval of Business Incentive Grant Application.
9. Approval of Tourist Development Council recommendations.
10. Approval of amendment to existing agreement with Chmura Economics & Analytics, LLC and authorize staff to execute same.
11. Approval of Agreement and Fee Schedule with District 2 Medical Examiner.
12. Approval of Amendment No. 1 to Grant Agreement No. 22-04-06 for E911 System Maintenance with the State of Florida, Department of Management Services. Budget impact: None.
13. Approval of Agreement with Suwannee County Sheriff's Department regarding grant for law enforcement salary assistance.
14. Authorization to order an appraisal for right-of-way on 153rd Road and 184th Street.
15. Authorize County Attorney and County Administrator to work with Advent Christian Village regarding a grant for utilities.
16. Authorize the procurement of an automatic transfer switch for standby power usage in the amount of \$34,312 at Suwannee County Courthouse. Budgeted item.
17. Authorization to apply for a grant through Florida State Fire College for six (6) thermal imaging cameras and onboard chargers for Fire / Rescue. Budget impact: none; this grant is 100% with no County match.
18. Authorize the procurement of Grasshopper Model 337 zero turn mower utilizing Fl. State Contract ID: #25101900-21-STC from Ag-Pro for Landfill. Budgeted item.
19. Authorize County Administrator to modify and execute rental agreement with Ring Power for the replacement of eight (8) heavy motor graders for Road Department. Budget impact: \$419,567.84 annual lease cost will be incorporated into the FY 2022-23 budget.

PROCLAMATIONS AND PRESENTATIONS:

20. Presentation of Suwannee Safe app to be used for public safety. (Chris Volz, Deputy Director, Emergency Director)

COMMISSIONERS ITEMS:

COUNTY ATTORNEY ITEMS:

GENERAL BUSINESS:

21. Discuss, with possible Board action, offers on surplus property located on 112th Street Parcel ID No. 12-03S-13E-08610-000000. (Randy Harris, County Administrator)
22. Discuss, with possible Board action, a proposal from Liberty Partners Consulting.
23. **Additional Agenda Items.** The Chairman calls for additional items.
24. Public Concerns and Comments. (Filling out of Comment Card required, and forward to Chairman or County Administrator. Individual speakers from the audience will be allowed three (3) minutes, and a single representative or spokesperson will be allowed seven (7) minutes to speak following recognition by the Chairman and must speak from the podium – one (1) trip to the podium.)
25. Administrator's comments and information.
26. Board Members Inquiries, Requests, and Comments.

5:00 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; Commissioner Clyde Fleming; Commissioner Travis Land; and Commissioner Len Stapleton. Commissioner Don Hale was not present. Barry Baker, Clerk of Court; Keith Gentry, Clerk Finance Director; Logan Woods, Deputy Clerk; Randy Harris, County Administrator; and James W. Prevatt, Jr., County Attorney, were also present.

Chairman White called the meeting to order at 5:00 p.m. and asked Commissioner Fleming to lead the invocation and Pledge of Allegiance to the Flag of the United States of America.

MINUTES:

The first item on the agenda was to approve the minutes of the June 15, 2022 Workshop; June 21, 2022 Regular meeting; June 22, 2022 Citizen's Advisory Task Force meeting; June 22, 2022 CDBG-HUD Grant Hearing; and June 22, 2022 Fair Housing Requirements.

Commissioner Stapleton moved to approve the minutes of the June 15, 2022 Workshop; June 21, 2022 Regular meeting; June 22, 2022 Citizen's Advisory Task Force meeting; June 22, 2022 CDBG-HUD Grant Hearing; and June 22, 2022 Fair Housing Requirements. Commissioner Land seconded, and the motion carried unanimously (4-0).

CONSENT:

Items eight through eleven and fifteen were pulled for discussion.

The second item on the agenda was to approve payment of \$3,503,862.43 in processed invoices.

The third item on the agenda was approval of an Access Easement Agreement from the County to Binderholz Live Oak, LLC. **(Agreement No. 2022-86)**

The fourth item on the agenda was approval of a SHIP Affordable Housing Incentive Strategies Report.

The fifth item on the agenda was approval of amendments to the Local Housing Assistance Plan and adoption of an enabling resolution. **(Resolution No. 2022-42)**

The sixth item on the agenda was approval to hold the August 16, 2022, regularly scheduled Board meeting at Live Oak City Hall (101 White Avenue SE, Live Oak FL 32064) at 5:00 p.m.

The seventh item on the agenda was approval of appointments to the Value Adjustment Board; two (2) County Commissioners as regular members, one (1) County Commissioners as alternate; one (1) citizen as a regular member, and one (1) citizen as an alternate.

The eighth item on the agenda was approval of a Task Order with North Florida Professional Services, Inc. for engineering services associated with Catalyst Industrial Park wastewater collection and transmission system line extension. Budget impact: paid from Board's professional services line.

This item was pulled for discussion.

The ninth item on the agenda was approval of a Task Order with North Florida Professional Services, Inc. for engineering services associated with Catalyst Industrial Park potable water distribution system line extension. Budget impact: paid from Board's professional services line.

This item was pulled for discussion.

The tenth item on the agenda was approval of a Task Order with North Florida Professional Services, Inc. for engineering services associated with the 68th Terrace wastewater life station and collection/transmission system line. Budget impact: paid from Board's professional services line.

This item was pulled for discussion.

The eleventh item on the agenda was approval of a Law Enforcement Salary Assistance grant. Budget impact: \$604,000 to be paid by the State of Florida, and adoption of a resolution authorizing the Chairman's signature.

This item was pulled for discussion.

The twelfth item on the agenda was to authorize the County Administrator to submit an order to Beard Equipment for one (1) LeeBoy RB-50 broom/sweeper in the amount of \$70,093.20 for the Road Department. Budget impact: the budgeted amount is \$62,000, and the balance of \$8,093.20 will be drawn from Public Works funds.

The thirteenth item on the agenda was to authorize the County Administrator to submit an order to Ring Power for one (1) CAT 950 GC Wheel Loader utilizing Florida Sheriff's Association Contract Bid #FSA20-EQU18.0, Item #180 for the Road Department. Budget impact: annual lease payments in the amount of \$35,082.02.

The fourteenth item on the agenda was to authorization to adopt the finance to own option for the current CAT D5 Bulldozer for the Road Department. Budget impact: \$24,000 annually.

The fifteenth item on the agenda was to authorization to advertise a Request for Qualifications from firms which provide construction plan reviews and inspection services.

This item was pulled for discussion.

The sixteenth item on the agenda was to award a bid to Plumb Level Construction, LLC for terminal renovations at the Suwannee County Airport, pending County Attorney approval, allow staff to negotiate for potential value engineering to reduce cost as needed, and allow staff to sign all related documents. Budget impact: funded by FDOT. (Bid No. 2022-24; bids were opened June 14, 2022)

Commissioner Land moved to approve consent items 2-7, 12-14, and 16. Commissioner Stapleton seconded, and the motion carried unanimously (4-0).

The eighth item on the agenda was approval of a Task Order with North Florida Professional Services, Inc. for engineering services associated with Catalyst Industrial Park wastewater collection and transmission system line extension. Budget impact: paid from Board's professional services line.

County Administrator Harris stated that both items eight and nine had amended task orders with a reduced price than what was included in the agenda packet. He briefly discussed the lower costs.

Commissioner Fleming moved to approve the amended Task Order with North Florida Professional Services, Inc. for engineering services associated with Catalyst Industrial Park wastewater collection and transmission system line extension. Budget impact: paid from Board's professional services line. Commissioner Land seconded, and the motion carried unanimously (4-0). (Agreement No. 2022-87)

The ninth item on the agenda was approval of a Task Order with North Florida Professional Services, Inc. for engineering services associated with Catalyst Industrial Park potable water distribution system line extension. Budget impact: paid from Board's professional services line.

Commissioner Land moved to approve the amended Task Order with North Florida Professional Services, Inc. for engineering services associated with Catalyst Industrial Park potable water distribution system line extension. Budget impact: paid from Board's professional services line. Commissioner Fleming seconded, and the motion carried unanimously (4-0). (Agreement No. 2022-88)

The tenth item on the agenda was approval of a Task Order with North Florida Professional Services, Inc. for engineering services associated with the 68th Terrace wastewater life station and collection/transmission system line. Budget impact: paid from Board's professional services line.

Commissioner Land clarified that County Administrator Harris and staff had discussed with the City of Live Oak the lift station design and how it would connect to the City's existing lines.

Discussion ensued over the meeting County Administrator Harris and the Chairman had with the City regarding utilities and the lift station, as well as various grants that could be used to help with costs.

Commissioner Land moved to approve a Task Order with North Florida Professional Services, Inc. for engineering services associated with the 68th Terrace wastewater lift station and collection/transmission system line. Budget impact: paid from Board's professional services line. Commissioner Stapleton seconded, and the motion carried unanimously (4-0). (Agreement No. 2022-89)

The eleventh item on the agenda was approval of a Law Enforcement Salary Assistance grant. Budget impact: \$604,000 to be paid by the State of Florida, and adoption of a resolution authorizing the Chairman's signature.

County Administrator Harris noted that there were certain prerequisites before the Sheriff's Office could receive the funds. He discussed the various requirements and noted a stipulation that the State of Florida's agreement to pay was based on legislature. An agreement would come before the Board for approval at a later time once all the stipulations had been met.

Sheriff's Deputy Buddy Williams discussed a budget amendment of \$151,000 for the Sheriff's Office that was due to the salary increases having already gone into effect. He added that the amendment would cover the first quarter of expenses, but the amount would be paid back to the Board.

Discussion ensued on the grant and that it was for fiscally restrained counties, as well as advertisement of the budget amendment in order to meet legal requirements.

Commissioner Stapleton moved to approve a Law Enforcement Salary Assistance grant. Budget impact: \$604,000 to be paid by the State of Florida, and adoption of a resolution authorizing the Chairman's signature. Commissioner Land seconded, and the motion carried unanimously (4-0). (Resolution No. 2022-43)

The fifteenth item on the agenda was to authorization to advertise a Request for Qualifications from firms which provide construction plan reviews and inspection services.

Commissioner Land questioned where liability would lie with a third-party performing plan reviews for the County, and should there be any building collapse or damage, would the County need to require bonding, etc. to mitigate liability.

County Attorney Prevatt addressed Commissioner Land's liability concerns and noted that it would work the same as in a contractual agreement. He added that the County was covered up to a certain extent by insurance and that the contractors were also required to have a certain level of insurance.

Commissioner Land clarified that use of a third party for inspections and plan review would be at the request of the building inspector or the customer, at no cost to the County. County Administrator Harris replied that was correct, and the County was just procuring the services in the event a third-party was used. He added separate RFQs may be required depending on the different types of structures and plans that would be reviewed.

Discussion ensued on the RFQs for the work.

Commissioner Land moved to approve advertising a Request for Qualifications from firms which provide construction plan reviews and inspection services (to be used at the discretion of the building inspector or the customer and at no expense to the County). Commissioner Fleming seconded, and the motion carried unanimously (4-0).

County Administrator Harris suggested sending a letter to the City that once the third-party services were in place, the City could piggyback off those services if they chose to do so.

Commissioner Land moved to authorize allowing County staff to send a letter to the City that once engineering inspection services were procured, the City could piggyback off the contract if they so desired. Commissioner Stapleton seconded, carried unanimously (4-0).

CONSTITUTIONAL OFFICER'S ITEMS:

The seventeenth item on the agenda was to set the proposed (not to exceed) millage rate for the 2022-2023 Fiscal Year.

Clerk Barry Baker stated that the gross taxable value for operating purposes was \$2,282,917,719 and the roll-back rate was 8.4061 mils. Each mil would generate approximately \$2,282,918, and the 2021-2022 fiscal year's millage rate was set at 9.000 mils. Clerk Baker reminded the Board that once they set a proposed millage rate, they could not go above it but could always lower it before the final hearing.

Discussion ensued on how long the millage rate had been set at 9.000 mils and that this approval was just for the proposed millage rate.

Commissioner Fleming moved to approve setting the proposed (not to exceed) millage rate at 9.000 mills for the 2022-2023 Fiscal Year. Commissioner Stapleton seconded, and the motion carried unanimously (4-0).

The eighteenth item on the agenda was to set the date, time, and location for Tentative and Final Budget Hearings.

Clerk Baker suggested the dates of Thursday, September 8, 2022 and Monday, September 19, 2022 respectively for the Tentative and Final Budget Hearings, both at the Judicial Annex at 5:05 p.m.

Commissioner Land moved to approve Thursday, September 8, 2022 at 5:05 p.m. in the Judicial Annex for the Tentative Budget Hearing. Commissioner Fleming seconded, and the motion carried unanimously (4-0).

Commissioner Stapleton moved to approve Monday, September 19, 2022 at 5:05 p.m. in the Judicial Annex for the Final Budget Hearing. Commissioner Land seconded, and the motion carried unanimously (4-0).

COMMISSIONERS ITEMS:

There were none.

COUNTY ATTORNEY ITEMS:

There were none.

GENERAL BUSINESS:

The nineteenth item on the agenda was to discuss, with possible Board action, Final Plat approval of Duke's Place subdivision.

Ronald Meeks, Planning and Zoning Director, discussed the final plat and 25.10-acre subdivision containing five lots at roughly 5-acres each, located in Section 33, Township 2, Range 13. He added that access was off State Road 51, the base flood zone rating was set, and the plat was in compliance. Mr. Meeks addressed an issue with the title opinion and that the one submitted with the plat was not the correct version; he asked that the Board approve the final plat contingent on the correct title opinion being submitted to the Planning and Zoning Office and reviewed for compliance by the County Attorney.

Commissioner Land moved to approve the final plat of Duke's Place subdivision, contingent upon submittal and review of a corrected title opinion. Commissioner Fleming seconded, and the motion carried unanimously (4-0).

The twentieth item on the agenda was to discuss, with possible Board action, an option to purchase property adjoining the Catalyst Site.

County Attorney Prevatt discussed the \$575,000 option to purchase for the 84.03-acre property next to the Catalyst Site and noted associated infrastructure use for some of the property. He added that the price included the residence and buildings currently on the property and discussed the amount per acre. County Attorney Prevatt stated that the property adjoined the landowner's uncle and that although

the parcel itself was 89 acres, roughly +-5 acres had already been promised to the uncle. So, whatever the cost of that acreage would be taken out of the property price. As the price of the option to purchase exceed the appraised values of the parcel, approval of the purchase would require a super majority vote.

Commissioner Land stated the parcel adjoined Binderholz and other County property that adjoined the rail spur. He discussed how the property was essential in the Catalyst Site development area and vital to the County's industrial growth. He felt it would be beneficial to purchase the property due to the return on the investment over time.

Commissioner Fleming agreed that it was a good opportunity and advantageous to the County.

County Administrator Harris noted the proximity of the property to the rail spur was a key feature of the property since expansion of the rail spur would occur later on.

Commissioner Land moved to approve the option to purchase. Commissioner Fleming seconded, and the motion carried unanimously (4-0).

County Attorney Prevatt asked for a motion authorizing exercising of the option, declaring the purchase a public purpose, and authorize the Chairman to execute the option to purchase agreement.

Discussion ensued on clarification over what wording to include in the motion.

Commissioner Land moved to approve exercising the option to purchase, declaring the purchase as for a public purpose, and authorizing the Chairman execute an agreement for the option to purchase. Commissioner Fleming seconded, and the motion carried unanimously (4-0).

County Attorney Prevatt also asked for a motion to authorize the Finance department to issue a check for the purchase price on the closing date once was the sale was finalized.

County Administrator Harris asked that the motion to release the funds include the direction to use the credit line (at 2.25%) as the source of funding for the purchase.

Discussion ensued on use of the credit line for property purchases, using the sale of surplus properties to pay the credit line down, that the Board was purchasing the property for the benefit of the County, previous property acquisitions around the County, return of investment on the Catalyst Site property, and the significant amounts of infrastructure associated with the property purchases.

Commissioner Land moved to authorize the Finance department to release the funds for the Catalyst Site property purchase once the sell was finalized and to use the credit line for the purchase. Commissioner Stapleton seconded, and the motion carried unanimously (4-0).

The twenty-first item on the agenda was to discuss, with possible Board action, a proposal from Liberty Partners Consulting (for a 2022-2023 contract for professional services).

Chairman White discussed a new proposal he had received from Liberty Partners Consulting prior to the meeting, noting it was basically the same as the proposal in the agenda packet, but waived monthly retainer for the first six months and delay of retainer payment until a grant was procured to allow the County to test out a working relationship.

Discussion ensued on retainer negotiation after the six months should Ms. Green procure grants.

Chairman White noted the contract did not have to be approved tonight but was just information for the Board to consider and review.

Discussion ensued on the proposal from Liberty Partners, fees included, and delayed retainer.

Bo Hancock, 6135 Wiggins Road, was concerned over delaying hiring of a grant firm due to how quickly the grants were running out. He stressed the potential consequences of losing grant money by delaying approval for another two weeks.

Discussion ensued on the need for a third-party grant firm and not delaying on pursuing grants as to not miss out on opportunities.

County Attorney Prevatt noted an additional two weeks to review the agreement would not make a difference, as both the original and amended agreement listed August 1 as the contract start date.

The Board took no action at this time and would bring it back for consideration at a later date.

The twenty-second item on the agenda was to discuss, with possible Board action, mowing and litter pick-up.

County Administrator Harris discussed the offers received from the mowing and litter pick-up bid and compared it to costs of hiring an in-house crew for the work, noting one company had offered a decent price for the 4-cycle a year option that was close to the cost of doing the work in-house. He added that an in-house crew could do mowing for the roughly 7 ½ months of the year that it was needed and perform other duties during the balance of the year, and that he was not asking for a decision tonight.

Discussion ensued on whether any of the companies that submitted a bid did mowing for surrounding counties, that the information tonight was simply to review, and how the work was bid out.

County Administrator Harris stated that in addition to use along roadsides, the mowers were also used in other areas around the County that required larger tractors.

Commissioner Land suggested going with the lowest bidder out of McClenny (for \$299,000 per year for four cycles) and felt that a contractual option was worth trying out.

Discussion ensued on the current tractor leases and how it might affect the cost to have a company do the work, the four cycles of mowing per year, how weather impacted when work could be done, whether there was a penalty to end a tractor lease early, and that approving a contract with an outside company meant replacement of the lease tractors and termination of County employee positions.

County Administrator Harris clarified that hiring a company for the work was not to supplement mowing done by employees, but would replace the work and those positions would no longer be needed.

After clarification regarding County employee jobs, the Commissioners stated they were not in favor of terminating positions and had misunderstood the purpose of the bid.

Much discussion ensued on mowing and litter pickup and cost comparison of hiring a company to do the work versus hiring additional employees.

County Administrator Harris discussed the lack of inmate labor for litter pickup due to Covid-19 and how availability to use inmates was slowly increasing and could hopefully help with the work.

Much discussion ensued on mowing and litter pickup needs, the companies that had submitted a bid, whether there were positions within the County that existing litter pick-up employees could move into should a company be hired, adding employees to do litter pickup and the need for more workers, how the litter seemed to be decreasing with the change in solid waste management, and waiting to see how inmate labor increased before deciding.

No action was taken at this time.

The twenty-third item on the agenda was Additional Agenda Items.

There were none.

The twenty-fourth item on the agenda was public concerns and comments.

Wayne Hannaka, 11883 193rd Road, thanked the Chairman and County staff for their prompt action to his request to have a letter sent to White Springs regarding internet cafes, although White Springs appeared they would still welcome the cafes to locate there.

The twenty-fifth item on the agenda was Administrator's comments and information.

County Administrator Harris gave an update on various grants and the roughly \$11 million needed for Catalyst Site development and water and sewer utilities expansions. He detailed the grants that were currently in progress to help with the associated costs of the projects and critical timing involved with

each. County Administrator Harris also discussed the Community Development Block Grant and waiver of the maximum funding request cap.

Discussion ensued on grants for which the County was in the process of applying to help with the expense of various infrastructure projects.

The twenty-sixth item on the agenda was Board Members' inquiries, requests, and comments.

Commissioner Fleming noted various recent deaths.

Commissioner Stapleton asked for everyone to keep Mr. Skinner and his family in their prayers, as he was in a horrific boat accident. He also thanked the Sheriff's Department and Fire-Rescue.

Commissioner Land echoed other Commissioners' statements on Mr. Skinner and recent deaths.

Chairman White also commented on Mr. Skinner and Branford's 4th of July parade.

Commissioner Land moved to adjourn the meeting. Commissioner Stapleton seconded, and the motion carried unanimously (4-0).

There being no further business to discuss, the meeting adjourned at 6:19 p.m.

ATTEST:

_____, DC
BARRY A. BAKER
CLERK OF THE CIRCUIT COURT

FRANKLIN WHITE, CHAIRMAN
SUWANNEE COUNTY BOARD OF
COUNTY COMMISSIONERS

9:30 a.m.

On the above date and time, a meeting was held to hold the second public hearing related to a 2022 Community Development Block Grant-HUD application. Present were Chairman Franklin White; Commissioner Clyde Fleming; Commissioner Travis Land; and Commissioner Len Stapleton. Commissioner Don Hale was not present. Logan Woods, Deputy Clerk; Randy Harris, County Administrator; James W. Prevatt, Jr., County Attorney; Shannon Roberts, County Content Specialist; and David Fox, Fred Fox Enterprises, were also present.

Chairman White called the meeting to order at 9:32 a.m. and asked Commissioner Stapleton to lead the invocation and Pledge of Allegiance to the Flag of the United States of America.

The first item on the agenda was at 9:30 a.m., or as soon thereafter as the matter could be heard, to hold a public hearing to consider applying for Small Cities Community Development Block Grant assistance in the amount of \$750,000. Budget impact: none.

Chairman White opened the public hearing.

Mr. David Fox, Fred Fox Enterprises, noted this was the second public hearing for the CDBG application submittal and discussed in the detail the qualifications for CDBG project applications and various aspects of the CDBG grant. He added that eleven housing units had been included in the application and there would be a 30-month contract to use the total amount of grant funding.

Discussion ensued on what was included in the "21A Administration" portion of the grant cost.

Chairman White opened the floor to public comments; there being none, he closed the floor to public comments, closed the public hearing, and moved to item five.

The fifth item on the agenda was to approval of an amended Local Housing Assistance Plan and adoption of an enabling resolution.

Mr. Fox discussed in much detail the amended Local Housing Assistance Plan and the changes made, including eligibility of mobile homes, replacement home criteria, adjusted replacement housing payment allowance, and what would occur should a rehab be over a maximum amount.

Discussion ensued on maximum rehab allowance based on house sizes.

Mr. Fox continued a detailed explanation of the amended housing plan.

Chairman White asked how replacement of a mobile home would be handled. Mr. Fox replied that the existing mobile home would be demoed on site, and the demo cost included as part of the bid package for a new house.

Discussion ensued on how citizens could apply for CDBG assistance.

Commissioner Land moved to approve an amended Local Housing Assistance Plan (for FY 2021-2022 CDBG Program) and adopt an enabling resolution. Commissioner Fleming seconded, and the motion carried unanimously (4-0). (Resolution No. 2022-44)

Chairman White returned to item two.

The second item on the agenda was to adopt a resolution authorizing the implementation of the Long Term and Short-Term Objectives of the Suwannee County Community Development Plan.

Commissioner Fleming moved to approve a resolution authorizing the implementation of the Long Term and Short-Term Objectives of the Suwannee County Community Development Plan. Commissioner Stapleton seconded, and the motion carried unanimously (4-0). (Resolution No. 2022-45)

The third item on the agenda was to adopt a resolution authorizing the use of \$50,000 of the Suwannee County State Housing Initiative Program (SHIP) funding as leverage for the Small Cities Neighborhood Revitalization Community Development Block Grant application.

Commissioner Land moved to approve a resolution authorizing the use of \$50,000 of the Suwannee County State Housing Initiative Program (SHIP) funding as leverage for the Small Cities

Neighborhood Revitalization Community Development Block Grant application. Commissioner Stapleton seconded, and the motion carried unanimously (4-0). (Resolution No. 2022-46)

The fourth item on the agenda was adoption of a resolution authorizing submission of a Small Cities Community Development Block Grant application to the Florida Department of Economic Opportunity.

Commissioner Stapleton moved to approve a resolution authorizing submission of a Small Cities Community Development Block Grant application to the Florida Department of Economic Opportunity. Commissioner Fleming seconded, and the motion carried unanimously (4-0). (Resolution No. 2022-47)

County Administrator Harris noted that he and the Chairman would have a conference call later in the day regarding an underground utilities installation issue and wished to inform the Commissioners in case they received any inquiries.

Commissioner Fleming moved to adjourn. Commissioner Land seconded, and the motion carried unanimously (4-0).

There being no further business to discuss, the meeting adjourned at 9:56 a.m.

ATTEST:

_____, DC
BARRY A. BAKER
CLERK OF THE CIRCUIT COURT

FRANKLIN WHITE, CHAIRMAN
SUWANNEE COUNTY BOARD OF
COUNTY COMMISSIONERS

Agenda Item No. 2

Approval of payment of processed invoices.

Agenda Item No. 3

Acceptance of resignation of Tommie Jefferson as District 2 appointment on the Suwannee County Planning & Zoning Board and Zoning Board of Adjustment.



Suwannee County
224 Pine Avenue Live Oak, FL 32064

Phone: 386-364-3401
Fax: 386-364-3754

July 1, 2022

Suwannee County Board of County Commissioners

Dear Commissioners,

This past June, I was elected to the Live Oak City Council by my constituents in District-1. Therefore, I will no longer be able to serve my appointment for District-2 on the Suwannee County Planning & Zoning Board and Zoning Board of Adjustment effective immediately.

It has been my great honor to serve the citizens of Suwannee County for the past 27 years as a Zoning Board member and Chairman, and I look forward to continuing that service as a member of the Live Oak City Council.

Yours Sincerely,

Tommie Jefferson

Agenda Item No. 4

Approval of appointment of Jimmy A. Cherry II to serve on the Suwannee County Planning & Zoning Board and Zoning Board of Adjustment for District 2.

Agenda Item No. 5

Adoption of Resolution authorizing the Chairman to apply for grant applications for infrastructure and authorization to sign all associated documents.

RESOLUTION NO. 2022 - _____

A RESOLUTION AUTHORIZING THE CHAIRMAN TO APPLY FOR GRANT APPLICATIONS FOR INFRASTRUCTURE, INCLUDING BUT NOT LIMITED TO CONSTRUCTION OF A SEWER PLANT AND COLLECTION LINES FOR CATALYST SITE AND CONSTRUCTION OF WATER TRANSMISSION LINES FOR CATALYST SITE ON BEHALF OF THE SUWANNEE COUNTY BOARD OF COUNTY COMMISSIONERS WITH AUTHORIZATION TO SIGN ALL ASSOCIATED DOCUMENTS

WHEREAS, the aforementioned infrastructure grants are for the purpose of facilitating economic development and job creation within Suwannee County; and

BE IT THEREFORE RESOLVED: by the Board of County Commissioners for Suwannee County, Florida, that:

The Chairman is authorized to apply and sign all associated documents related to grant applications on behalf of Suwannee County, Florida.

PASSED, ADOPTED, AND APPROVED, this 19th day of July 2022.

**BOARD OF COUNTY COMMISSIONERS
SUWANNEE COUNTY, FLORIDA**

Franklin White, Chairman

ATTEST:

Barry A. Baker, Clerk of Circuit Court

Agenda Item No. 6

Adoption of Preliminary Rate Resolution for Fire Protection Assessment for Fiscal Year 2022-23.

SUWANNEE COUNTY, FLORIDA

**PRELIMINARY RATE RESOLUTION
FOR FIRE PROTECTION SERVICES**

ADOPTED JULY 19, 2022

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APPENDIX B:	FORM OF NOTICE TO BE MAILED..... B-1

RESOLUTION NO. 2022-_____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF SUWANNEE COUNTY, FLORIDA, RELATING TO THE PROVISION OF FIRE PROTECTION SERVICES, FACILITIES AND PROGRAMS IN THE SUWANNEE COUNTY MUNICIPAL SERVICE BENEFIT UNIT FOR FIRE PROTECTION SERVICES; ESTABLISHING THE FIRE PROTECTION ASSESSED COST AND THE ANNUAL FIRE PROTECTION SPECIAL ASSESSMENTS FOR THE FISCAL YEAR 2022-2023 DIRECTING THE PREPARATION OF AN UPDATED ASSESSMENT ROLL; AUTHORIZING A PUBLIC HEARING AND DIRECTING THE PROVISION OF NOTICE THEREOF; PROVIDING FOR INDIGENCY RELIEF, VACANCY ADJUSTMENT, AND A PROCEDURES FOR ADJOINING TAX PARCELS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Board of County Commissioners of Suwannee County, Florida (the "Board"), has enacted Ordinance No. 2005-04 (the "Ordinance"), which authorizes the annual reimposition of annual Fire Protection Assessments for fire protection services, facilities or programs against certain Assessed Property within the Suwannee County Municipal Service Benefit Unit for Fire Protection Services;

WHEREAS, the imposition of a Fire Protection Assessment for fire protection services, facilities or programs for each Fiscal Year is an equitable and efficient method of allocating and apportioning Fire Protection Assessed Cost among parcels of Assessed Property;

WHEREAS, the Board desires to reimpose an annual Fire Protection assessment program within the County, using the tax bill collection method for the Fiscal Year beginning on October 1, 2022;

WHEREAS, pursuant to the Ordinance, the reimposition of Fire Protection Assessments for the Fiscal Year beginning on October 1, 2022, requires certain processes such as the preparation of the Assessment Roll;

WHEREAS, annually a Preliminary Rate Resolution describing the method of assessing Fire Protection Assessed Cost against Assessed Property located within the Suwannee County Municipal Service Benefit Unit for Fire Protection Services, directing the preparation of an assessment roll, authorizing a public hearing and directing the provision of notice thereof is required by the Ordinance for the reimposition of the Fire Protection Assessments; and

WHEREAS, the Board deems it to be in the best interest of the citizens and residents of the Suwannee County Municipal Service Benefit Unit for Fire Protection Services to adopt this Preliminary Rate Resolution for the Suwannee County Municipal Service Benefit Unit for Fire Protection Services.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF SUWANNEE COUNTY, FLORIDA:

SECTION 1. AUTHORITY. This resolution is adopted pursuant to the provisions of the Master Service Assessment Ordinance (Ordinance No. 2005-04), the Amended and Restated Initial Assessment Resolution (Resolution No. 2021-39), the Amended and Restated Final Assessment Resolution (Resolution No. 2021-46), Article VIII, section 1, Florida Constitution, sections 125.01 and 125.66, Florida Statutes, and other applicable provisions of law.

SECTION 2. PURPOSE AND DEFINITIONS.

(A) This resolution constitutes the Preliminary Rate Resolution as defined in the Ordinance which initiates the annual process for updating the Assessment Roll and directs the reimposition of the Fire Protection Assessments for the Fiscal Year beginning October 1, 2022.

(B) All capitalized words and terms not otherwise defined herein shall have the meanings set forth in the Ordinance, the Amended and Restated Initial Assessment Resolution, and the Amended and Restated Final Assessment Resolution. Unless the context indicates otherwise, words imparting the singular number, include the plural number, and vice versa.

(C) As used in this resolution, the following terms shall have the following meanings, unless the context hereof otherwise requires:

SECTION 3. PROVISION AND FUNDING OF FIRE PROTECTION SERVICES.

(A) Upon the reimposition of a Fire Protection Assessment for fire protection services, facilities, or programs against Assessed Property located within the Suwannee County Municipal Service Benefit Unit for Fire Protection Services, the County shall provide fire protection services to such Assessed Property. All or a portion of the cost to provide such fire protection services, facilities, or programs shall be funded from proceeds of the Fire Protection Assessments. The remaining cost, if any, required to provide fire protection services, facilities, and programs shall be funded by available County revenues other than Fire Protection Assessment proceeds.

(B) It is hereby ascertained, determined, and declared that each parcel of Assessed Property located within the Suwannee County Municipal Service Benefit Unit for

Fire Protection Services will be benefited by the County's provision of fire protection services, facilities, and programs in an amount not less than the Fire Protection Assessment imposed against such parcel, computed in the manner set forth in this Preliminary Rate Resolution.

SECTION 4. IMPOSITION AND COMPUTATION OF FIRE PROTECTION ASSESSMENTS. Unless otherwise exempted as provided herein, Fire Protection Assessments shall be imposed against all Tax Parcels within the Property Use Categories within the Suwannee County Municipal Service Benefit Unit for Fire Protection Services. Fire Protection Assessments shall be computed in the manner set forth in this Preliminary Rate Resolution.

SECTION 5. LEGISLATIVE DETERMINATIONS OF SPECIAL BENEFIT AND FAIR APPORTIONMENT. The legislative determinations of special benefit and fair apportionment embodied in the Ordinance, the Amended and Restated Initial Assessment Resolution, and the Amended and Restated Final Assessment Resolution are affirmed and incorporated herein by reference.

SECTION 6. COST APPORTIONMENT AND PARCEL APPORTIONMENT METHODOLOGIES. The Cost Apportionment and Parcel Apportionment methodologies as explained and calculated in Section 7 and 8 of the Amended and Restated Initial Assessment Resolution, the Amended and Restated Final Assessment Resolution, and in the applicable explanatory appendices incorporated therein are hereby affirmed and incorporated herein by reference.

**SECTION 7. DETERMINATION OF FIRE PROTECTION ASSESSED COST;
ESTABLISHMENT OF ANNUAL FIRE PROTECTION ASSESSMENTS.**

(A) The Fire Protection Assessed Cost to be assessed and apportioned among benefited parcels pursuant to the Cost Apportionment and the Parcel Apportionment for the Fiscal Year commencing October 1, 2022, is \$2,722,142.00.

(B) The estimated Fire Protection Assessments to be assessed and apportioned among benefited parcels pursuant to the Cost Apportionment and Parcel Apportionment to generate the estimated Fire Protection Assessed Cost for the Fiscal Year commencing October 1, 2022, are hereby established as follows for the purpose of this Preliminary Rate Resolution:

Residential Property Use Categories	Rate	Billing Unit
Residential	\$120.00	Per Dwelling Unit
Non-Residential Property Use Categories		
Non-Residential	\$0.12	Per Square Foot
Land Property Use Categories		
Parcel (≤ 160 acres)	\$23.37	Per Tax Parcel
Acres (> 160 acres capped at 640)	\$0.22	Per Acre

C) As authorized in the Ordinance, the Maximum Assessment Rates that can, but are not required to, be assessed and apportioned among benefited parcels in future fiscal years without additional notice to Owners of the Tax Parcels as required by the Ordinance shall continue to be as follows:

Residential Property Use Categories	Rate	Billing Unit
Residential	\$336.00	Per Dwelling Unit
Non-Residential Property Use Categories		
Non-Residential	\$0.29	Per Square Foot
Land Property Use Categories		
Parcel (≤ 160 acres)	\$57.78	Per Tax Parcel
Acres (> 160 acres capped at 640)	\$0.53	Per Acre

(D) The following exemptions shall apply to the Fire Protection Assessment Program:

(1) No Fire Protection Assessment shall be imposed upon a parcel of Government Property; however, Government Property that is owned by federal mortgage entities, such as the VA and HUD, shall not be exempted from the Fire Protection Assessment.

(2) No Fire Protection Assessment shall be imposed on Buildings categorized as Institutional Property whose Building use is wholly exempt from ad valorem taxation under Florida law.

(3) No Fire Protection Assessment shall be imposed on Agricultural Buildings.

(4) No Fire Protection Assessment shall be imposed against any Land that is classified as agricultural land pursuant to Section 193.471, Florida Statutes, or Buildings of Non-Residential Property located on a Tax Parcel that is classified as agricultural land pursuant to Section 193.461, Florida Statutes, unless that Building exceeds a just value of \$10,000 as determined by the Property Appraiser and is not a Pole Barn.

(E) Any shortfall in the expected Fire Protection Assessment proceeds due to any reduction or exemption from payment of the Fire Rescue Assessments required by law or authorized by the Board shall be supplemented by any legally available funds, or combination of such funds, and shall not be paid for by proceeds or funds derived from the Fire Protection Assessments. In the event a court of competent jurisdiction determines any exemption or reduction by the Board is improper or otherwise adversely affects the validity of the Fire Protection Assessment imposed for this Fiscal Year, the sole and exclusive remedy shall be the imposition of a Fire Protection Assessment upon each affected Tax Parcel in the amount of the Fire Protection Assessment that would have been otherwise imposed save for such reduction or exemption afforded to such Tax Parcel by the Board.

(F) The approval of the estimated Fire Protection Assessment rate schedule by the adoption of this Preliminary Rate Resolution determines the amount of the Fire Protection Assessed Cost. The remainder of such Fiscal Year budget for fire rescue services, facilities, and programs shall be funded from available County revenue other than Fire Protection Assessment proceeds.

(G) The estimated Fire Protection Assessments specified in the Fire Rescue Assessment rate schedule in subsection (B) above are hereby established to fund the specified Fire Rescue Assessed Cost determined to be assessed in the Fiscal Year commencing October 1, 2022. No portion of such Fire Protection Assessed Cost is attributable to impact fee revenue that funds capital improvements necessitated by new growth or development. Further, no portion of such Fire Protection Assessed Cost is attributable to Emergency Medical Services.

(H) The estimated Fire Rescue Assessments established in this Preliminary Rate Resolution shall be the estimated assessment rates applied by the County Administrator in the preparation of the updated Assessment Roll for the Fiscal Year commencing October 1, 2022, as provided in Section 8 of this Preliminary Rate Resolution.

SECTION 8. ASSESSMENT ROLL.

(A) The County Administrator is hereby directed to prepare, or cause to be prepared, an updated Assessment Roll for the Fiscal Year commencing October 1, 2022, in the manner provided in the Ordinance. Unless otherwise exempted as provided herein, the Assessment Roll shall include all Tax Parcels within the Property Use Categories. The County Administrator shall apportion the estimated Fire Protection Assessed Cost to be recovered through Fire Protection Assessments in the manner set forth in this Preliminary Rate Resolution.

(B) A copy of this Preliminary Rate Resolution, the Ordinance, the Amended and Restated Initial Assessment Resolution, the Amended and Restated Final Assessment Resolution, documentation related to the estimated amount of the Fire Protection Assessed Cost to be recovered through the imposition of Fire Protection Assessments, and the updated Assessment Roll shall be maintained on file in the office of the County Administrator and open to public inspection. The foregoing shall not be construed to require that the updated Assessment Roll be in printed form if the amount of the Fire Protection Assessment for each parcel of property can be determined by the use of a computer terminal available to the public.

(C) It is hereby ascertained, determined, and declared that the method of determining the Fire Protection Assessments for fire protection services as set forth in this

Preliminary Rate Resolution is a fair and reasonable method of apportioning the Fire Protection Assessed Cost among parcels of Assessed Property located within the Suwannee County Municipal Service Benefit Unit for Fire Protection Services.

SECTION 9. AUTHORIZATION OF PUBLIC HEARING. There is hereby established a public hearing to be held at 5:05 p.m. on September 6, 2022, at Judicial Annex Building, 218 Parshley Street Southwest, Live Oak, Florida, at which time the Board will receive and consider any comments on the Fire Protection Assessments from the public and affected property owners and consider reimposing Fire Protection Assessments for the Fiscal Year beginning October 1, 2022, and collecting such assessments on the same bill as ad valorem taxes.

SECTION 10. NOTICE BY PUBLICATION. The County Administrator shall publish a notice of the public hearing authorized by Section 9 hereof in the manner and time provided in Section 2.04 of the Ordinance. The notice shall be published no later than August 16, 2022, in substantially the form attached hereto as Appendix A.

SECTION 11. NOTICE BY MAIL.

(A) If the circumstances in Section 2.08(F) of the Ordinance so require, the County Administrator shall also provide notice of the public hearing authorized by Section 9 hereof by first class mail to the Owner of each parcel of Assessed Property in the manner and time provided in Section 2.05 of the Ordinance, in substantially the form attached hereto as Appendix B. Such notices shall be mailed no later than August 16, 2022.

(B) For Tax Parcels with exempt "home addresses" pursuant to Section 119.071(4), Florida Statutes, the County Administrator shall work with the Property Appraiser and/or Tax Collector for provision of notice.

SECTION 12. INDIGENCY RELIEF. It is hereby ascertained, determined, and declared that it is in the best interest of the citizens of the County to continue to assist Indigent Persons who are Owners of homesteaded Residential Property with the financial burden created by the imposition of a Fire Protection Assessment in the manner set forth in Section 11 of the Amended and Restated Initial Assessment Resolution.

SECTION 13. VACANCY ADJUSTMENT.

(A) As a consequence of the transient use and potential for significant numbers of vacancies within Mobile Home Parks and Recreational Vehicle Parks and the potential sustained lack of demand for fire protection services for spaces not occupied by a recreational vehicle or a mobile home, each Owner of Mobile Home Park and Recreational Vehicle Park property shall be afforded the opportunity to demonstrate, in the manner described in Section 12 of the Amended and Restated Initial Assessment Resolution, the vacancy rate in space occupancy within such property and receive a vacancy adjustment to the Fire Protection Assessments imposed upon such property.

(B) The County Administrator is directed and authorized to adjust, or cause to be adjusted, any Fire Protection Assessment imposed for the Fiscal Year beginning October 1, 2022, upon a parcel of Mobile Home Park or Recreational Vehicle Park property whose Owner timely and satisfactorily demonstrates by affidavit that such parcel has experienced vacancies by multiplying the vacancy rate (expressed as a decimal) by the Fire Protection Assessment attributable to the entire parcel of Mobile Home Park or Recreational Vehicle Park property and reducing the assessment by an equivalent amount.

(C) Any shortfall in the expected Fire Protection Assessment proceeds due to any adjustment for vacancy shall be supplemented by any legally available funds and shall

not be paid for by proceeds or funds derived from Fire Protection Assessments.

SECTION 14. PROCEDURE FOR ADJOINING TAX PARCELS UNDER COMMON OWNERSHIP. Each Owner of Adjoining Tax Parcels may apply to the County Administrator to combine such parcels into a single Tax Parcel for purposes of the imposition of the Fire Protection Assessment imposed herein in the manner set forth in Section 13 of the Amended and Restated Initial Assessment Resolution.

SECTION 15. APPLICATION OF ASSESSMENT PROCEEDS. Proceeds derived by the County from the Fire Protection Assessments shall be used for the provision of fire protection services, facilities, and programs within the Suwannee County Municipal Service Benefit Unit for Fire Protection Services. In the event there is any fund balance remaining at the end of the Fiscal Year, such balance shall be carried forward and used only to fund fire protection services, facilities, and programs.

SECTION 16. EFFECTIVE DATE. This Preliminary Rate Resolution shall take effect immediately upon its passage and adoption.

PASSED, ADOPTED AND APPROVED THIS 19TH DAY OF JULY, 2022.

**BOARD OF COUNTY COMMISSIONERS OF
SUWANNEE COUNTY, FLORIDA**

(SEAL)

By: _____
Franklin White, Chair

ATTEST:

By: _____
Barry A. Baker, Clerk

APPROVED AS TO FORM AND CONTENT:

By: _____
Jimmy Prevatt, County Attorney

APPENDIX A

FORM OF NOTICE TO BE PUBLISHED

APPENDIX A

FORM OF NOTICE TO BE PUBLISHED

To Be Published by August 16, 2022

NOTICE OF HEARING TO IMPOSE AN PROVIDE FOR COLLECTION OF FIRE PROTECTION SPECIAL ASSESSMENTS

Notice is hereby given that the Board of County Commissioners of Suwannee County, Florida will conduct a public hearing to consider the reimposition of annual fire protection special assessments for the provision of fire protection services within the boundaries of the Suwannee County Municipal Service Benefit Unit for Fire Protection Services, which includes all of the unincorporated areas of the County, for the fiscal beginning October 1, 2022, and future fiscal years.

The hearing will be held at 5:05 p.m. on September 6, 2022, at the Judicial Annex Building, 218 Parshley Street Southwest, Live Oak, Florida, for the purpose of receiving public comment on the proposed assessments. All affected property owners have a right to appear at the hearing and to file written objections with the County within 20 days of this notice. If a person decides to appeal any decision made by the Board of County Commissioners with respect to any matter considered at the hearing, such person will need a record of the proceedings and may need to ensure that a verbatim record is made, including the testimony and evidence upon which the appeal is to be made. In accordance with the Americans with Disabilities Act, persons needing a special accommodation or an

interpreter to participate in this proceeding should contact the County Administrator's Office at (386) 364-3400, at least two (2) days prior to the date of the hearing.

The assessment for each parcel of property will be based upon each parcel's classification and the total number of billing units attributed to that parcel. The following table reflects the proposed fire protection assessment schedules.

FIRE PROTECTION ASSESSMENTS FOR FY 2022-23

Residential Property Use Categories	Rate	Billing Unit
Residential	\$120.00	Per Dwelling Unit
Non-Residential Property Use Categories		
Non-Residential	\$0.12	Per Square Foot
Land Property Use Categories		
Parcel (≤ 160 acres)	\$23.37	Per Tax Parcel
Acres (> 160 acres capped at 640)	\$0.22	Per Acre

MAXIMUM FIRE PROTECTION ASSESSMENTS FOR FUTURE FISCAL YEARS

Residential Property Use Categories	Rate	Billing Unit
Residential	\$336.00	Per Dwelling Unit
Non-Residential Property Use Categories		
Non-Residential	\$0.29	Per Square Foot
Land Property Use Categories		
Parcel (≤ 160 acres)	\$57.78	Per Tax Parcel
Acres (> 160 acres capped at 640)	\$0.53	Per Acre

Copies of the Master Service Assessment Ordinance, the Amended and Restated Initial Assessment Resolution for Fire Protection Services, the Amended and Restated Final Assessment Resolution, as amended, the Preliminary Rate Resolution and the updated Assessment Roll are available for inspection at the Office of the County Administrator located at 13150 80th Terrace, Live Oak, Florida.

The assessments will be collected on the ad valorem tax bill to be mailed in November 2022, as authorized by section 197.3632, Florida Statutes. Failure to pay the assessments will cause a tax certificate to be issued against the property which may result in a loss of title.

If you have any questions, please contact the County Administrator at (386) 364-3400, Monday through Friday between 8:00 a.m. and 5:00 p.m.

[INSERT MAP OF THE COUNTY]

**BOARD OF COUNTY COMMISSIONERS
SUWANNEE COUNTY, FLORIDA**

APPENDIX B
FORM OF NOTICE TO BE MAILED

APPENDIX B

FORM OF NOTICE TO BE MAILED

******* NOTICE TO PROPERTY OWNER *******

Suwannee County
[Address]
[City], Florida [zip code]

<p>SUWANNEE COUNTY, FLORIDA NOTICE OF HEARING TO IMPOSE AND PROVIDE FOR COLLECTION OF FIRE PROTECTION NON-AD VALOREM ASSESSMENTS NOTICE DATE: AUGUST 16, 2022</p>

Owner Name
Address
City, State Zip

Tax Parcel # _____
Legal Description: _____

As required by Section 197.3632, Florida Statutes, notice is given by Suwannee County that an annual assessment for fire protection services using the tax bill collection method may be levied on your property. This is not a new program; the County has imposed this assessment since 2005. This notice is being sent to you because the County is considering increasing the rate to more fully fund the cost of providing fire protection services. The purpose of this assessment is to fund fire protection services benefiting property located within the unincorporated area of the County. The total annual Fire Protection Assessment revenue to be collected within the County is estimated to be \$2,722,142.00 for fiscal year October 1, 2022 - September 30, 2023. The annual fire protection assessment is based on the classification of each parcel of property and number of billing units contained therein.

The above parcel is classified as _____.

The total number of billing units on the above parcel is _____.

The type of billing units on the above parcel is _____.

The annual Fire Protection Assessment for the above parcel is \$_____ for Fiscal Year 2022-23 and future Fiscal Years.

A public hearing will be held at 5:05 p.m. on September 6, 2022, in the Judicial Annex Building, 218 Parshley Street Southwest, Live Oak, Florida, for the purpose of receiving public comment on the proposed assessments. You and all other affected property owners have a right to appear at the hearing and to file written objections with the County within 20 days of this notice. If you decide to appeal any decision made by the Board of County Commissioners with respect to any matter considered at the hearing, you will need a record of the proceedings and may need to ensure that a verbatim record is made, including the testimony and evidence upon which the appeal is to be made. In accordance with the Americans with Disabilities Act, persons needing a special accommodation or an interpreter to participate in this proceeding should contact the County Administrator's Office at (386) 364-3400, at least seven (7) days prior to the date of the hearing.

Unless proper steps are initiated in a court of competent jurisdiction to secure relief within 20 days from the date of County's action at the above hearing (including the method of apportionment, the

rate of assessment and the imposition of assessments), such action shall be the final adjudication of the issues presented.

Copies of the Master Service Assessment Ordinance, the Initial Assessment Resolution, as amended, the Final Assessment Resolution, as amended, the Preliminary Rate Resolution and the updated assessment roll are available for inspection at the Office of the County Administrator located at 13150 80th Terrace, Live Oak, Florida.

The fire protection service non-ad valorem assessment amount shown on this notice will be collected on the ad valorem tax bill mailed by the Suwannee County Tax Collector in November. Failure to pay the assessment could result causing a tax certificate to be issued against your property which may result in a loss of title.

If there is a mistake on this notice, it will be corrected. If you have any questions regarding your fire protection assessment, please contact the County Administrator's Office at (386) 364-3400, Monday through Friday between 8:00 a.m. and 5:00 p.m.

******* THIS IS NOT A BILL *******

Agenda Item No. 7

Adoption of Preliminary Rate Resolution for Solid Waste Assessment for Fiscal Year 2022-23.

SUWANNEE COUNTY, FLORIDA

**PRELIMINARY RATE RESOLUTION
FOR SOLID WASTE SERVICES**

ADOPTED JULY 19, 2022

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RESOLUTION NO. 2022-_____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF SUWANNEE COUNTY, FLORIDA, RELATING TO THE COLLECTION AND DISPOSAL OF SOLID WASTE IN THE SUWANNEE COUNTY MUNICIPAL SERVICE BENEFIT UNIT FOR SOLID WASTE SERVICES; ESTABLISHING THE ESTIMATED ASSESSMENT RATE FOR SOLID WASTE SERVICE ASSESSMENTS AGAINST RESIDENTIAL PROPERTY IN THE SUWANNEE COUNTY MUNICIPAL SERVICE BENEFIT UNIT FOR SOLID WASTE SERVICES FOR THE FISCAL YEAR 2022-2023; DIRECTING THE PREPARATION OF AN UPDATED ASSESSMENT ROLL; AUTHORIZING A PUBLIC HEARING AND DIRECTING THE PROVISION OF NOTICE THEREOF; PROVIDING FOR INDIGENCY RELIEF; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Board of County Commissioners of Suwannee County, Florida (the "Board"), has enacted Ordinance No. 2005-04 (the "Ordinance"), which authorizes the annual reimposition of Solid Waste Service Assessments for Solid Waste and Recovered Materials collection and disposal services, facilities, and programs against certain Residential Property within the Suwannee County Municipal Service Benefit Unit for Solid Waste Services;

WHEREAS, the imposition of a Solid Waste Service Assessment for Solid Waste and Recovered Materials collection and disposal services, facilities, and programs for each Fiscal Year is an equitable and efficient method of allocating and apportioning Solid Waste Cost among parcels of Residential Property; and

WHEREAS, the Board desires to reimpose an annual Solid Waste and Recovered Materials collection and disposal assessment program within the County, using the tax bill collection method for the Fiscal Year beginning on October 1, 2022.

WHEREAS, pursuant to the Ordinance, the reimposition of Solid Waste Service Assessments for the Fiscal Year beginning on October 1, 2022, requires certain processes such as the preparation of the Assessment Roll;

WHEREAS, annually a Preliminary Rate Resolution describing the method of assessing the Solid Waste Cost against Residential Property located within the Suwannee County Municipal Service Benefit Unit for Solid Waste Services, directing the preparation of an assessment roll, authorizing a public hearing and directing the provision of notice thereof is required by the Ordinance for the reimposition of the Solid Waste Service Assessments; and

WHEREAS, the Board deems it to be in the best interest of the citizens and residents of the Suwannee County Municipal Service Benefit Unit for Solid Waste Services to adopt this Preliminary Rate Resolution for the Suwannee County Municipal Service Benefit Unit for Solid Waste Services.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF SUWANNEE COUNTY, FLORIDA:

SECTION 1. AUTHORITY. This resolution is adopted pursuant to the provisions of the Master Service Assessment Ordinance (Ordinance No. 2005-04) (the "Ordinance"), the Amended and Restated Initial Assessment Resolution (Resolution No. 2021-40), the Amended and Restated Final Assessment Resolution (Resolution No. 2021-47), Article VIII, Section 1, Florida Constitution, sections 125.01 and 125.66, Florida Statutes, and other applicable provisions of law.

SECTION 2. PURPOSE AND DEFINITIONS.

(A) This resolution constitutes the Preliminary Rate Resolution as defined in the Ordinance which initiates the annual process for updating the Assessment Roll and directs the reimposition of Solid Waste Service Assessments for the Fiscal Year beginning October 1, 2022.

(B) All capitalized words and terms not otherwise defined herein shall have the meanings set forth in the Ordinance, the Amended and Restated Initial Assessment Resolution, and the Amended and Restated Final Assessment Resolution. Unless the context indicates otherwise, words imparting the singular number, include the plural number, and vice versa.

SECTION 3. LEGISLATIVE DETERMINATIONS OF SPECIAL BENEFIT AND FAIR APPORTIONMENT. The legislative determinations of special benefit and fair apportionment embodied in the Ordinance, the Amended and Restated Initial Assessment Resolution, and the Amended and Restated Final Assessment Resolution, are affirmed and incorporated herein by reference.

SECTION 4. PROVISION AND FUNDING OF SOLID WASTE AND RECOVERED MATERIALS COLLECTION AND DISPOSAL SERVICES.

(A) Upon the reimposition of Solid Waste Service Assessments for Solid Waste and Recovered Materials collection and disposal services, facilities, and or programs against Residential Property located within the Suwannee County Municipal Service Benefit Unit for Solid Waste Services, the County shall cause Solid Waste and Recovered Materials collection and disposal services to be provided to such Residential Property.

(B) It is hereby ascertained, determined and declared that each parcel of Residential Property will be benefited by the County's provision of Solid Waste and Recovered Materials collection and disposal services, facilities, and programs in an amount not less than the Solid Waste Service Assessment upon such parcel computed in the manner set forth in this Preliminary Rate Resolution.

SECTION 5. DETERMINATION OF SOLID WASTE COST; ESTABLISHMENT OF ANNUAL SOLID WASTE SERVICE ASSESSMENTS.

(A) The Solid Waste Cost to be assessed and apportioned among benefited parcels for the Fiscal Year commencing October 1, 2022, is \$3,735,000.00. The approval of this Preliminary Rate Resolution determines the amount of the Solid Waste Cost. The remainder of such Fiscal Year budget for Solid Waste and Recovered Material collection and disposal services, facilities, and programs shall be funded from available County revenue other than Solid Waste Service Assessments.

(B) For the Fiscal Year in which Solid Waste Service Assessments for Solid Waste and Recovered Materials collection and disposal services, facilities, and programs are reimposed, the Solid Waste Cost shall be allocated among all parcels of Residential Property within the Suwannee County Municipal Service Benefit Unit for Solid Waste and Recovered Material collection and disposal services, facilities, and programs, based upon each parcel's classification as Residential Property and the number of Dwelling Units for such parcels. A rate of assessment equal to \$225.00 for each Dwelling Unit for Solid Waste and Recovered Materials collection and disposal services, facilities, and programs is hereby approved for Fiscal Year 2022-23. Such Solid Waste Service Assessment for each parcel of Residential Property shall be computed by multiplying the assessment rate by the

number of Dwelling Units on such parcel. As authorized in the Ordinance, the Maximum Assessment Rate that can, but is not required, to be assessed and apportioned among benefited parcels of Residential Property in future fiscal years without additional notice to Owners of the Tax Parcels as required by the Ordinance shall continue to be \$493.05 per Dwelling Unit.

(C) The rate of the Solid Waste Service Assessments established in this Preliminary Rate Resolution shall be the rates applied by the County Administrator in the preparation of the updated Assessment Roll for the Fiscal Year commencing October 1, 2022, as provided in Section 6 of this Preliminary Rate Resolution.

SECTION 6. ASSESSMENT ROLL.

(A) The County Administrator is hereby directed to prepare, or cause to be prepared, an updated Assessment Roll for the Fiscal Year beginning October 1, 2022, in the manner provided in the Ordinance. Unless otherwise exempted, the Assessment Roll shall include all Residential Property within the MSBU. The County Administrator shall apportion the estimated Solid Waste Cost to be recovered through Solid Waste Service Assessments in the manner set forth in this Preliminary Rate Resolution.

(B) A copy of this Preliminary Rate Resolution, the Ordinance, the Amended and Restated Initial Assessment Resolution, the Amended and Restated Final Assessment Resolution, documentation related to the estimated amount of the Solid Waste Cost to be recovered through the imposition of the Solid Waste Service Assessments and the updated Assessment Roll shall be maintained on file in the office of the County Administrator and open to public inspection. The foregoing shall not be construed to require that the updated Assessment Roll be in printed form if the amount of the Solid Waste Service Assessment

for each parcel of property can be determined by use of a computer terminal available to the public.

(C) It is hereby ascertained, determined, and declared that the foregoing method of determining the Solid Waste Service Assessments for Solid Waste and Recovered Materials collection and disposal services, facilities, and programs (1) is a fair and reasonable method of apportioning the Solid Waste Cost among parcels of Residential Property and (2) is an equitable and efficient mechanism to address payment delinquencies and recover funds advanced for Solid Waste and Recovered Materials collection and disposal services, facilities, and programs which are allocable to specific parcels of Residential Property.

SECTION 7. AUTHORIZATION OF PUBLIC HEARING. There is hereby established a public hearing to be held at 5:05 p.m. on September 6, 2022, at the Judicial Annex Building, 218 Parshley Street Southwest, Live Oak, Florida, at which time the Board will receive and consider any comments on the Solid Waste Service Assessments from the public and affected property owners and consider reimposing Solid Waste Service Assessments for Solid Waste and Recovered Materials collection and disposal services, facilities, and programs for the Fiscal Year beginning October 1, 2022, and collecting such assessment on the same bill as ad valorem taxes.

SECTION 8. NOTICE BY PUBLICATION. The County Administrator shall publish a notice of the public hearing authorized by Section 7 hereof in the manner and time provided in Section 2.04 of the Ordinance. The notice shall be published no later than August 16, 2022, in substantially the form attached hereto as Appendix A.

SECTION 9. NOTICE BY MAIL.

(A) If the circumstances outlined in Section 2.08(F) of the Ordinance so require, the County Administrator shall also provide notice of the public hearing authorized by Section 7 hereof by first class mail to the Owner of each parcel of Residential Property in the time and manner as required by Section 2.05 of the Ordinance, in substantially the form attached hereto as Appendix B. Such notices shall be mailed not later than August 16, 2022.

(B) For Tax Parcels with exempt "home addresses" pursuant to Section 119.071(d), Florida Statutes, the County Administrator shall work with the Property Appraiser and/or Tax Collector for provision of notice.

SECTION 10. INDIGENCY RELIEF. It is hereby ascertained, determined, and declared that it is in the best interest of the citizens of the County to continue to assist Indigent Persons who are Owners of homesteaded Residential Property with the financial burden created by the imposition of a Solid Waste Service Assessment in the manner set forth in Section 8 of the Amended and Restated Initial Assessment Resolution.

SECTION 11. APPLICATION OF ASSESSMENT PROCEEDS. Proceeds derived by the County from the Solid Waste Service Assessments shall be used for the provision of Solid Waste and Recovered Materials collection and disposal services, facilities, and programs within the Suwannee County Municipal Service Benefit Unit for Solid Waste Services. In the event there is any fund balance remaining at the end of the Fiscal Year, such balance shall be carried forward and used only to fund Solid Waste and Recovered Materials collection and disposal services, facilities, and programs.

SECTION 12. EFFECTIVE DATE. This Preliminary Rate Resolution shall take effect immediately upon its passage and adoption.

PASSED, ADOPTED AND APPROVED THIS 19th day of July, 2022.

SUWANNEE COUNTY, FLORIDA

(SEAL)

Franklin White, Chair

ATTEST:

Barry A, Baker, Clerk

APPROVED FOR FORM
AND CORRECTNESS

By: _____
Jimmy Prevatt, County Attorney

APPENDIX A
FORM OF NOTICE TO BE PUBLISHED

To Be Published by August 16, 2022

**NOTICE OF HEARING TO REIMPOSE AND PROVIDE FOR
COLLECTION OF SOLID WASTE SERVICE SPECIAL ASSESSMENTS**

Notice is hereby given that the Board of County Commissioners of Suwannee County, Florida will conduct a public hearing to consider reimposing solid waste special assessments against certain improved residential properties located within the Suwannee County Municipal Service Benefit Unit for Solid Waste Services to fund the cost of Solid Waste and Recovered Materials collection and disposal services, facilities, and programs provided to such properties for the fiscal year beginning October 1, 2022 and future fiscal years, and to authorize collection of such assessments on the tax bill.

The hearing will be held at 5:05 p.m. on September 6, 2022, at the Judicial Annex Building, 218 Parshley Street Southwest, Live Oak, Florida, for the purpose of receiving public comment on the proposed assessments. All affected property owners have a right to appear at the hearing and to file written objections with the Board within 20 days of this notice. If a person decides to appeal any decision made by the Board with respect to any matter considered at the hearing, such person will need a record of the proceedings and may need to ensure that a verbatim record is made, including the testimony and evidence upon which the appeal is to be made. In accordance with the Americans with Disabilities Act, persons needing a special accommodation or an interpreter to participate in this proceeding should contact the County Administrator's office at (386) 364-3400, at least seven days prior to the date of the hearing.

The assessments will be computed by multiplying the number of dwelling units on each parcel of residential property by the rate of assessment. The rate of assessment for the upcoming fiscal year shall be \$225.00 per dwelling unit. Copies of the Master Service Assessment Ordinance, the Amended and Restated Initial Assessment Resolution for Solid Waste Services, the Amended and Restated Final Assessment Resolution for Solid Waste Services, the Preliminary Rate Resolution, and the updated assessment roll, showing the

amount of the assessment to be reimposed against each parcel of property are available for inspection at the office of the County Administrator at 13150 80th Terrace, Live Oak, Florida.

The assessments will be collected on the ad valorem tax bill to be mailed in November 2022, as authorized by section 197.3632, Florida Statutes. Failure to pay the assessments will cause a tax certificate to be issued against the property which may result in a loss of title.

If you have any questions, please contact the County Administrator at (386) 364-3400, Monday through Friday between 8:00 a.m. and 5:00 p.m.

[INSERT MAP OF SUWANNEE COUNTY]

**BOARD OF COUNTY COMMISSIONERS
SUWANNEE COUNTY, FLORIDA**

APPENDIX B

FORM OF NOTICE TO BE MAILED

APPENDIX B

FORM OF NOTICE TO BE MAILED

******* NOTICE TO PROPERTY OWNER *******

**Suwannee County
ADDRESS
Live Oak, Florida**

SUWANNEE COUNTY, FLORIDA
NOTICE OF HEARING TO IMPOSE AND PROVIDE
FOR COLLECTION OF SOLID WASTE SERVICE
NON-AD VALOREM ASSESSMENTS
NOTICE DATE: AUGUST 16, 2022

**Owner Name
Address
City, State Zip**

Tax Parcel # _____
Legal Description: _____

As required by Section 197.3632, Florida Statutes, notice is given by Suwannee County, Florida, that an annual assessment for solid waste services using the tax bill collection method, may be levied on your property. The purpose of this assessment is to fund solid waste services benefiting residential property located within the Suwannee County Municipal Service Benefit Unit for Solid Waste Service. The total annual solid waste assessment revenue to be collected within the County is estimated to be \$3,735,000.00 for fiscal year October 1, 2022 - September 30, 2023. The annual solid waste service assessment is based on the number of residential dwelling units contained on each parcel of property.

The total number of residential dwelling units on the above parcel is _____.

The solid waste service assessment for the above parcel is \$ _____ for Fiscal Year 2022-23 and future fiscal years.

A public hearing will be held at 5:05 p.m. on September 6, 2022, at the Judicial Annex Building, 218 Parshley Street Southwest, Live Oak, Florida, for the purpose of receiving public comment on the proposed assessments. You and all other affected property owners have a right to appear at the hearing and to file written objections with the Board within 20 days of this notice. If you decide to appeal any decision made by the Board with respect to any matter considered at the hearing, you will need a record of the proceedings and may need to ensure that a verbatim record is made, including the testimony and evidence upon which the appeal is to be made. In accordance with the Americans with Disabilities Act, persons needing a special accommodation or an interpreter to

participate in this proceeding should contact the County Administrator at (386) 364-3400, at least seven days prior to the date of the hearing.

Unless proper steps are initiated in a court of competent jurisdiction to secure relief within 20 days from the date of Board action at the above hearing (including the method of apportionment, the rate of assessment and the reimposition of assessments), such action shall be the final adjudication of the issues presented.

Copies of the Master Service Assessment Ordinance, the Amended and Restated Initial Assessment Resolution, the Amended and Restated Final Assessment Resolution, the Preliminary Rate Resolution, and the updated assessment roll are available for inspection at the County Administrator's office at 13150 80th Terrace, Live Oak, Florida.

The solid waste service non-ad valorem assessment amount shown on this notice will be collected on the ad valorem tax bill mailed in November 2022. Failure to pay the assessments will cause a tax certificate to be issued against the property which may result in a loss of title.

If there is a mistake on this notice, it will be corrected. If you have any questions regarding your solid waste service assessment, please contact the County Administrator's office at (386) 364-3400, Monday through Friday between 8:00 a.m. and 5:00 p.m.

*** * * * * THIS IS NOT A BILL * * * * ***

Agenda Item No. 8

Approval of Business Incentive Grant Application.



SUWANNEE COUNTY
ECONOMIC DEVELOPMENT OFFICE

Jimmy Norris
 Economic Development Director
 (386) 364-1700

220 Pine Avenue SW
 Live Oak, FL 32064
jimmyn@suwcountyfl.gov

ESTIMATE OF ECONOMIC DEVELOPMENT	
GRANT CALCULATION	
Project Wave	
Calculations based on County Proposed millage rates effective on October 1, 2021	
Category: New Business	
POINTS AWARDED	
Target Industry: New Business - Manufacturing	2
Total Investment: \$17,125,000	4
Facility Size: 200,000 sq. ft.	4
Job Creation: 50 net new positions initially	2
Wages: Average wage \$37,500.00	1
Location: Employment Center	2
County Resident	0
Proximity to utilities	2.5
Total Points	17.5
Project is eligible	
Total Value of Capital Improvements	15,600,000
Multiplied by County Millage rate	0.90%
Annual Ad Valorem Tax (general county portion)	140,400.00
75% Annual Ad Valorem Tax (gen county portion)	75%
Total Estimated Rebate Per Year	105,300.00
Multiplied by # Eligible Years	4
Ad Valorem Tax (general county portion) Estimate =	421,200.00
Total Estimated Value of New Tangible Assets	1,525,000
Multiplied by County Millage rate	0.90%
Annual new tangible business personal property tax (gen county portion)	13,725.00
50% Annual new tangible business personal property tax (gen county portion)	50%
Total Estimated Rebate Per Year	6,862.50
Multiplied by # Eligible Years	4
Tangible Business Personal Property Tax (general county portion)	27,450.00
REBATE SCHEDULE & PAYOUT	
Total Maximum Possible Incentive:	448,650
Rebate will consist of 7 annual installments of:	64,092.86

Agenda Item No. 9

Approval of Tourist Development Council recommendations.

Agenda Item #

Item: Approve TDC grant recommendations

Description: The Tourist Development Council has grant funding available to market and promote Suwannee County events that directly benefit local tourism by increasing lodging, occupancy, and tourism tax collection in Suwannee County. The TDC board received grant applications and voted on the amounts each event should be eligible for receiving. Budgeted item.

Requested action: Approve grant amounts recommended by the TDC board.

2022-2023 TDC Grant Funding Recommendations

Sponsorship and Special Funding Grants

<u>Event Name</u>	<u>Business/Organization</u>	<u>Requested</u>	<u>Recommended</u>
Suwannee River Jam	Spirit of the Suwannee	\$15,000.00	\$15,000.00
Christmas on the Square	Suwannee Chamber	\$17,500.00	\$14,500.00
Suwannee Roots Revival	Spirit of the Suwannee	\$10,000.00	\$9,500.00
Suwannee Spring Reunion	Spirit of the Suwannee	\$10,000.00	\$9,000.00
Suwannee Rising	Spirit of the Suwannee	\$10,000.00	\$8,500.00
Suw River Round Up Pro Rodeo	Parks and Rec	\$10,000.00	\$8,500.00
Babe Ruth Tournaments	Parks and Rec	\$10,000.00	\$7,500.00
Suwannee Lights	Spirit of the Suwannee	\$7,500.00	\$7,500.00
Total funding		\$90,000.00	\$80,000.00

Local Event Marketing Grants

<u>Event Name</u>	<u>Business/Organization</u>	<u>Requested</u>	<u>Recommended</u>
SRRC Rodeo	Suwannee River Riding Club	\$10,000.00	\$4,000.00
FL Little Britches Rodeo	FL Little Britches Rodeo	\$4,500.00	\$3,500.00
Blueberry Festival	Wellborn Community Assoc	\$6,000.00	\$3,000.00
Cornbread Festival	Wellborn Community Assoc	\$6,000.00	\$2,500.00
Catfish Festival	Suwannee River Catfish Fest	\$5,000.00	\$2,500.00
Wings Over Suwannee	EAA Chapter 797	\$3,300.00	\$2,500.00
4th of July	Branford River Reunion	\$6,000.00	\$2,000.00
Total funding		\$40,800.00	\$20,000.00

This is based on the proposed budget.

Agenda Item #

Item: Approve agreement

Description: TDC is very limited on assets (photos, videos) and the assets we have are almost five years old. To continue to market and promote Suwannee County in the most professional way possible it is required that we update our inventory so that we may continue to grow and improve the quality of products that we use to attract visitors to our area. Budget impact: Paid from TDC advertising and marketing line.

Requested action: Approve agreement with Madden Media as recommended by the TDC board.



31 N 6th Ave
 Suite 105-157
 Tucson, AZ 85701
 Office: 520.322.0895
 Fax: 520.322.9438
 mmcontracts@maddenmedia.com

Quote Number Q-03688
 Expiration Date 8/5/2022
 Program Title

Account Name	Suwannee County Tourist Development Council	Billing Instructions	
Contact Name	Jimmy Norris	Bill To Account	Suwannee County Tourist Development Council
Email	jimmyn@suwcountyfl.gov	Billing Address	220 Pine Avenue SW Live Oak, FL 32064
Bill To Contact	Jimmy Norris		

Product	Sales Price	Quantity	Line Total
*Video Production	USD 70,000.00	1	USD 70,000.00

Video Production, timing and subjects to be determined. Two seasonal video shoots, winter and spring 2023.

Subtotal: USD 70,000.00
 Tax: USD 0.00
 Grand Total: USD 70,000.00

Will include the following:

Storyboard & Art Direction
 Develop storyboard and overall art direction

Production Management & Video Direction
 Oversee every aspect of the production & deliverables including talent, permitting, production company management, scheduling, and hair & makeup

3-Day Video Production (Includes full usage buyout)
 Includes videographer, assistant(s), talent, equipment, and travel expenses

Post Production (Video & Photos)
 Rough to final video editing, music, voice over & typically 10-12 photos (final number TBD) These images are pulled from the VIDEO. In addition you will

Opportunity Owner Danah Heye

Quote PDF (Created Date) 7/8/2022

receive still images (50) that will be used for your image library and will be owned in perpetuity by Suwannee.

Deliverables (final deliverables TBD): Hero Video (approx. 60-90 seconds), 30 second hero cutdown, 3-4 Short Pillar Videos (approx. 15 seconds), color corrected hero photos, and b-roll. All will be owned by Suwannee County in perpetuity.

Terms & Conditions

[Madden Media Standard Terms & Conditions for Digital Marketing Services](https://maddenmedia.com/mm_digital_terms)

https://maddenmedia.com/mm_digital_terms

[Madden Media Standard Terms & Conditions for Print Production and Advertising Services](https://maddenmedia.com/mm_print_terms)

https://maddenmedia.com/mm_print_terms

[Madden Media Standard Terms & Conditions for Professional Services](https://maddenmedia.com/mm_prof_services_terms)

https://maddenmedia.com/mm_prof_services_terms

[Madden Media Standard Terms & Conditions for Madden Voyage and Voyage+ Services](https://maddenmedia.com/mm_voyage_terms)

https://maddenmedia.com/mm_voyage_terms

By signing and accepting below you are acknowledging that you have read and agree to the specific terms outlined in this document and wish to proceed with the implementation of the aforementioned products and services.

Authorized signature:

Print Name:

Date:

Agenda Item No. 10

Approval of amendment to existing agreement with Chmura Economics & Analytics, LLC and authorize staff to execute same.



FIRST AMENDMENT TO THE
JOBSEQ® SUBSCRIPTION AGREEMENT BETWEEN
SUWANNEE COUNTY ECONOMIC DEVELOPMENT AND
CHMURA ECONOMICS & ANALYTICS, LLC

This First Amendment ("Amendment"), effective upon the date of final signature below ("Effective Date"), is between Suwannee County Economic Development ("Client"), and Chmura Economics & Analytics, LLC ("Chmura"). This Amendment amends the JobsEQ® Subscription Agreement dated September 2, 2015 (the "Agreement").

Client and Chmura agree as follows:

1. The Agreement is amended, as of the Amendment 1 Effective Date, by revising Schedule 1 thereto as follows: (a) The Term of the Agreement is extended through August 5, 2023 ("Extension Term"), unless earlier terminated in accordance with the agreement; (b) The Annual License Fee for the Extension Term is \$5,494.50.

All other terms and conditions stipulated in the Agreement shall remain in force and fully applicable to this Amendment. In the case of any conflict between this Amendment and any applicable Agreement, this Amendment will govern.

Suwannee County Economic Development:

Chmura Economics & Analytics, LLC

By: _____

By: _____

Date: _____

Date: _____

Agenda Item No. 11

Approval of Agreement and Fee Schedule with District 2 Medical Examiner.

SUWANNEE COUNTY AGREEMENT NO. _____

**AGREEMENT BETWEEN SUWANNEE COUNTY
AND DISTRICT 2 MEDICAL EXAMINER**

THIS AGREEMENT dated this _____ day of _____, 2022, by and between SUWANNEE COUNTY, a political subdivision of the State of Florida, hereinafter referred to as the "County" and office of the Medical Examiner, District 2, hereinafter referred to as the "Contractor."

WHEREAS, pursuant to Chapter 406, Florida Statutes, Jon R. Thogmartin, M.D., has been appointed DISTRICT MEDICAL EXAMINER in and for District 2 of the State of Florida and Suwannee County is located in District 3 but is covered by Medical Examiner District 2; and

WHEREAS, Section 406.08 Florida Statutes, requires that the fees, salary, expenses, transportation costs and facility of the district medical examiner be paid from the general funds or other funds of the County; and

WHEREAS, Contractor purchases use of morgue facilities and other related services from various vendors to provide Services to the County;

NOW, THEREFORE, the parties hereto agree as follows.

1. SERVICES TO BE PROVIDED

The Contractor hereby agrees to provide the following services to the County:

- a. To comply with Title VI and VII, Civil Rights Act of 1964 (42 UCS 2000D), Executive Order No, 11246, entitled "Equal Employment Opportunity," as supplemented in Department of Labor Regulations (41 CFR Part 60), and Federal Regulations concerning nondiscrimination because of mental and physical handicaps.
- b. To meet the following standards of accountability:
 - i. Use of an accounting system which meets generally accepted accounting principles (GAAP).
 - ii. The maintenance of such records and accounts as are necessary to properly account for COUNTY funds disbursed pursuant to Section 406.08, Florida Statutes.
 - iii. The retention of all records relevant to this rule for a period of not less than three years, unless otherwise provided by law.

- iv. Records and accounts necessary to justify the use of COUNTY funds for medical examiner services shall be open to inspection of audit purposes to the COUNTY.
- v. To provide Suwannee County with all services and functions normally relating to the Office of District Medical Examiner, which shall include the requirements established for this office as provided under Chapter 406, Florida Statutes.
- vi. The Contractor shall notify Suwannee County in a timely manner if sufficient staff, facilities and equipment necessary to deliver the agreed-upon services cannot be maintained. Failure to notify Suwannee County of any deficiencies or to adequately provide the services described herein may be considered a breach of the Agreement and a ground for termination under Section 11 of this Agreement.
- vii. Funds received from the COUNTY shall only be used for the provisions of medical examiner services.

The County hereby agrees as follows:

- a. To comply and act in accordance with all provisions of Chapter 406, Florida Statutes, and implementing rules of Medical Examiner Commission, where applicable.
- b. To fund, pursuant to this agreement, the following medical examiner related expenses (see attached Exhibit A for fee schedule).

2. TIME

The contract shall be for a period of one (1) year, commencing on August 1, 2022, and shall continue until July 31, 2023. After the initial one (1) year period, at the discretion of the County, the contract may be extended for additional one (1) year periods. Such one (1) year extensions will be automatic unless the County provides written notice of non-renewal to the Contractor no less than thirty (30) days prior to the expiration date of the then-current period.

3. CONTRACT SUM

The Contractor agrees that for the performance of the services as outlined above, it shall be remunerated by the County as follows:

Payment shall be made on a monthly basis upon the receipt of an invoice and other supporting documents submitted by the DISTRICT 2 MEDICAL EXAMINER listing the actual charges incurred for the month.

The fee schedule (Exhibit A), for the listed services, will be in effect for the entire initial term of this agreement. Proposed changes to the fee schedule for any subsequent renewal period will be submitted to the County by June 1st of each year.

4. PAYMENTS

The County will make such payments within forty-five (45) days of submission and approval of invoice for services.

5. STATUS

The contractor at all times relevant to this Agreement shall be an independent contractor and in no event shall the Contractor nor any employees or sub-contractors under it be considered to be employees of Suwannee County. The Contractor shall have complete supervision and control over his own agents, employees, and subcontractors.

6. INSURANCE

Pursuant to Florida Statutes, Florida Statute 406.16 the DISTRICT MEDICAL EXAMINER and any ASSOCIATE MEDICAL EXAMINERS shall obtain professional liability insurance. The professional liability insurance limits shall be \$1,000,000 per occurrence for errors or omissions. Contractor shall obtain and maintain Worker's compensation insurance meeting statutory limits in compliance with all State or Federal laws. Suwannee County shall not be liable for any acts of the medical examiners not within the scope of their official duties.

7. LICENSES

The Contractor shall be responsible for obtaining and maintaining his city or county occupational license and any licenses required pursuant to the laws of Suwannee County, the City of Live Oak, or the State of Florida. Should the Contractor, by reason of revocation, failure to renew, or any other reason, fail to maintain his license to operate, the Contractor shall be in default as of the date such license is lost.

8. ASSIGNMENTS

This Contract shall not be assigned or sublet as a whole or in part without the written consent of the County nor shall the contractor assign any monies due or

to become due to him hereunder without the previous written consent of the County.

9. INDEMNIFICATION

The Contractor agrees to indemnify and hold harmless the County from all claims, damages; liabilities, or suits of any nature whatsoever arising out of, because of, or due to the breach of this agreement by the Contractor, its delegates, agents or employees, or due to any act or occurrence of omission or commission of the Contractor, including but not limited to costs and a reasonable Attorneys' fees. The County may, at its sole option, defend itself or allow the Contractor to provide the defense. The Contractor acknowledges that ten dollars (\$10.00) of the amount paid to the Contractor is sufficient consideration for the Contractor's indemnification of the County.

10. TERMINATION

Either party may terminate this Contract without cause, by giving the other party hereto thirty (30) days written notice of termination. The County shall not be required to give Contractor such thirty (30) day written notice if, in the opinion of the County, the Contractor is unable to perform its obligations hereunder, or if in the County's opinion, the services being provided are not satisfactory. In such case, the County may immediately terminate the Contract by giving a written notice of termination to the Contractor in the manner indicated in paragraph 16 below.

11. PUBLIC ENTITY CRIMES STATEMENT

In accordance with Section 287.133, Florida Statutes, Contractor hereby certifies that to the best of his knowledge and belief neither Contractor nor his affiliates has been convicted of a public entity crime. Contractor and his affiliates shall provide the County with a completed public entity crime statement form no later than January 15 of each year this agreement is in effect. Violation of this section by the Contractor shall be grounds for cancellation of this agreement by Suwannee County.

12. REVISIONS

In any case where, in fulfilling the requirements of this contract or of any guarantee, embraced in or required thereby it is necessary for the Contractor to deviate from the requirements of the contract, Contractor shall obtain the prior written consent of the County. The parties agree to renegotiate this contract if revisions of any applicable laws or regulations make changes in this contract necessary.

13. CONSTRUCTION, VENUE

The validity, construction, and effect of this Contract shall be governed by the laws of the State of Florida. The exclusive venue for resolution of any dispute regarding the interpretation of any term of this agreement, shall be the court of appropriate jurisdiction located in Suwannee County, Florida.

14. CIVIL RIGHTS

a. There will be no discrimination by the District 2 Medical Examiner's Office against any employee or person served on account of race, color, sex, religious background, ancestry, or natural origin in the performance of this Agreement.

b. The District 2 Medical Examiner's Office shall comply with Title VI of the Civil Rights Act of 1964 (42 USC 200d) in regards to persons served.

c. The District 2 Medical Examiner's Office shall comply with Title VI of the Civil Rights Act of 1964 (42 USC 200e) in regard to employees or applicants for employment.

d. It is expressly understood that upon receipt of evidence or of such discrimination, Suwannee County may terminate this Agreement for cause.

15. ALTERATIONS, VARIATIONS, REDUCED TO WRITING

Any alterations, variations, modifications or waivers of provisions of this Agreement shall only be valid when they have been rendered in writing, duly signed by all parties involved, and attached to the original of this Agreement. The parties agree to renegotiate this Agreement if revisions of any applicable laws or regulations make changes in this Agreement necessary.

16. NOTICES

Whenever either party desires to give notice unto the other, it must be given by written notice, hand delivered or sent by Certified United States Mail, return receipt requested or other guaranteed overnight delivery service and sent to:

For District 2 Medical Examiner's Office:

John R. Thogmartin, MD, PA
10900 Ulmerton Road
Largo, FL 33778
Attention: Administrator

For Suwannee County:

Randy Harris, County Administrator
13150 80th Terrace
Live Oak, FL 32060

Either of the parties may change, by written notice as provided above, the address or persons for receipt of notices.

WHERETO, the parties have set their hands and seals effective the date whereon the last party executes this Agreement.

**"CONTRACTOR"
DISTRICT 2 MEDICAL EXAMINER**

WITNESS: _____ BY: _____
JON R. THOGMARTIN, M.D.

WITNESS: _____ DATE: _____

(CORPORATE SEAL)

**"COUNTY"
BOARD OF COUNTY COMMISSIONERS
OF SUWANNEE COUNTY, FLORIDA**

BY: _____
FRANKLIN WHITE
Chairman

DATE: _____

ATTEST:

By: _____
Barry Baker, Clerk

DATE: _____

Exhibit A

DISTRICT 2 MEDICAL EXAMINER
MASTER FEE SCHEDULE 2022

Autopsy	
Autopsy fee	\$2295
*Use of Morgue Facilities	\$850
M.E. Cases (w/o autopsy)	
External Examination	\$871
Use of morgue facilities	\$850
Limited Investigation (Death Certificate only)	\$200
Limited Investigation (e.g. bone ID)	\$92
Cremation Authorizations	
Billed and collected by M.E.	\$47
Billed to county	\$30
Potential Additional Charges:	
Toxicology handling fee-Per Case	\$35
Body transport invoice handling fee	\$35
X-Rays (per view)	\$55
Laboratory and outside services	At Cost
Tissue Recovery Fees	
Use of Morgue Facilities-Cornea	\$100
Use of Morgue Facilities-Tissue	\$500
Afterhours access Tissue/Cornea (to M.E.)	\$100
Testimony/Expert Witness Fees	
Criminal Per Hour (minimum one hour)	\$241
Civil Cases Per Hour (min one hour)	\$500
Private autopsy	
Autopsy fee	\$2295
Use of morgue facilities	\$850
Record review fee	\$500

JACK CAMPBELL
STATE ATTORNEY



OFFICE OF

STATE ATTORNEY
SECOND JUDICIAL CIRCUIT OF FLORIDA

LEON COUNTY COURTHOUSE
301 S. MONROE STREET
TALLAHASSEE, FLORIDA 32399-2550

TELEPHONE: (850) 606-6000

June 3, 2022

Edward Dixon, County Administrator
Gadsden County
9- B East Jefferson St.
Quincy, Florida 32351

Vince Long, County Administrator
Leon County
301 S. Monroe Street
Tallahassee, Florida 32301

Lawanda Pemberton, County Administrator
Taylor County
201 E. Green St.
Perry, Florida 32347

Randy Harris, County Administrator
Suwannee County
13150 80th Terr.
Live Oak, Florida 32060

David Edwards, County Administrator
Wakulla County
3093 Crawfordville Hwy.
Crawfordville, Florida 32327

Michael Moron, County Administrator
Franklin County
34 Forbes St., Ste. 1
Apalachicola, Florida 32320

Parrish Barwick, County Administrator
Jefferson County
1484 S. Jefferson St.
Monticello, Florida 32344

Sherilyn Pickels, County Administrator
Madison County
P.O. Box 539
Madison, Florida 3234

Anthony Adams, Chairman
Lafayette Board of County Commissioners
120 West Main Street
Mayo, Florida 32066

Hannah Causseaux, Chairwoman
Liberty Board of County Commissioner
P.O. Box 399
Bristol, Florida 32321

Dear County Managers,

I am writing you in my role as the Chair of the Medical Examiner Selection Committee. As I communicated in January, our long time Medical Examiner Dr. David Stewart, has decided to retire. This has required us to begin a search for a new medical examiner. In furtherance of this, we have assembled a great team of representatives who are statutorily designated and represent the ten counties currently served by the District Two Medical Examiner's Office.

At our first meeting, we unanimously voted to temporarily retain the services of Dr. Jonathon Thogmartin to assist. Dr. Thogmartin was highly recommended and currently serves as the Medical Examiner for District Six in Pinellas County. Dr. Thogmartin is not a permanent replacement. Rather, he has offered to both temporarily take over the responsibilities of the office during our search process and to help us find a permanent replacement for Dr. Stewart.

We are in an unusual situation where we cover two different Judicial Circuits and serve Taylor, Suwannee and Lafayette Counties. These three counties would otherwise fall in District 3 but have traditionally chose to be served by District Two. Statutorily, State Attorney John Durrett and I are authorized to make a temporary appointments of the new Medical Examiner until the Governor makes a permanent appointment. However, we now need each county to contract with Dr. Thogmartin as they had previously with Dr. Stewart. Leon County has graciously taken the lead and already drafted a proposed contract to retain Dr. Thogmartin. My hope is this would be a good template for the other nine counties.

Enclosed, you will find a copy of the Leon County Proposed Contract, a 2022 Master Fee Schedule, and a previous contract with Suwannee County for comparison. You will also find a letter from Dr. Thogmartin. Please contact him directly to begin the process of transitioning. My hope is that we can have this done by August 1, 2022 so Dr. Stewart can retire this summer per his wishes and there will be no interruption of services. Dr. Thogmartin cannot be appointed until he is professionally retained.

Please contact me if you have any questions or concerns. I am pleased that this interim agreement will allow for a smooth transition and for us to make a diligent search for our new permanent District Two Medical Examiner.

Sincerely,



Jack Campbell

CC:

Dr. Stephen Nelson

Deputy County Manager, Alan Rosenzweig

Mr. Al Hall

Chief Lawrence Revell

Sheriff Wayne Padgett

Sheriff Walt McNeil

Chief Clinical Officer, Ryan Smith

Mr. Rocky Bevis

Honorable Cliff Wilson, Jr., 3rd Circuit Public Defender

County Commissioner, Pam Feagle

County Commissioner, Bert Boldt

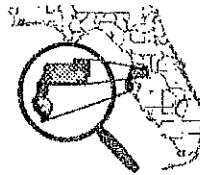
Dr. Jon Thogmartin

Dr. David Stewart

MEDICAL EXAMINER

District Six

Pasco & Pinellas Counties



10900 Ulmerton Road

Largo, FL 33778

727-582-6800

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Tuesday, May 31, 2022

Jack Campbell
State Attorney, 2nd Judicial Circuit
301 South Monroe Street, Suite #475
Tallahassee, Florida 32301

RE: District Two Medical Examiner Interim Appointment

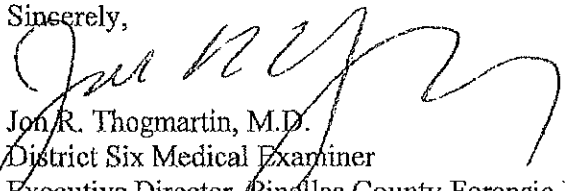
Dear Mr. Campbell:

I would like to thank you and the District Two Medical Examiner Search Committee for allowing me to assist in the recruitment of a new District Two Medical Examiner. With the upcoming retirement of long-standing District Two Medical Examiner Dr. David Stewart, the difficult process of appointing a replacement District Medical Examiner would have occurred simultaneously with the transition of the District Two Medical Examiner Office to an independent agency. My interim appointment will allow a period for the transition to independent operation while also providing a period for recruitment of District Medical Examiner candidates. I expect the recruitment process to be completed in 6 months to 1 year. Perhaps August 1st would be an achievable start date; however, all District 2 counties would have to be on board for the office to function.

I have attached the latest draft of the Leon County M.E. agreement and the new fee schedule. I have also attached a copy of the 2017 agreement between Suwanee County and Dr. Stewart. The Suwanee County agreement has all the essential elements that could easily form the basis of agreements with the other counties.

If you or your county government contacts have any questions or concerns, please don't hesitate to contact me.

Sincerely,


Jon R. Thogmartin, M.D.
District Six Medical Examiner
Executive Director, Pinellas County Forensic Laboratory
7275826800jthogmar@co.pinellas.fl.us

**AGREEMENT FOR MEDICAL EXAMINER SERVICES
(Medical Examiner District 2)**

THIS AGREEMENT FOR MEDICAL EXAMINER SERVICES (“Agreement”) is made as of the “Effective Date” (as defined in Section 1.2 below), by and between **LEON COUNTY, FLORIDA**, a charter county and political subdivision of the State of Florida, (“Leon County”) and **JON R. THOGMARTIN, M.D., P.A.**, a Florida profit corporation, and **MEDICAL EXAMINER DISTRICT 2**, a Florida independent statutory entity pursuant to Chapter 406, Florida Statutes (collectively, “ME District 2”). Leon County and ME District 2 may also be referred to individually as a “Party” or collectively as the “Parties.”

WITNESSETH:

WHEREAS, Chapter 406, Florida Statutes (the “MEs Act”), in Part I, creates the Medical Examiner’s Commission (the “MEs Commission”) within the Department of Law Enforcement and provides for its membership, governance, and responsibilities including, but not limited to, (i) adopting rules to implement the provisions of the MEs Act, (ii) ensuring minimum and uniform standards of excellence, performance of duties, and maintenance of records, (iii) establishing medical examiner districts within the state, and (iv) submitting nominations to the Governor for appointments of a district medical examiner for each of the medical examiner districts; and

WHEREAS, pursuant to section 406.06(5), Florida Statutes, District Medical Examiners and Associate Medical Examiners are public officers for purposes of section 112.313, Florida Statutes and the standards of conduct proscribed thereunder; and

WHEREAS, among the rules adopted by the MEs Commission is Rule 11G-1.002, Florida Administrative Code, which provides that Medical Examiners are subject to the provisions of the Code of Ethics for Public Officers and Employees, Chapter 112, Part III, Florida Statutes, and that Medical Examiners shall become familiar with the Code of Ethics and ensure that they are in compliance with the requirements stated therein; and

WHEREAS, the MEs Commission established Medical Examiner District 2 (“ME District 2”) as an independent statutory entity to include Leon County within its boundaries along with the following counties: Franklin County, Gadsden County, Jefferson County, Liberty County, Taylor County, and Wakulla County (collectively, the “Other D2 Counties”); and

WHEREAS, in addition to providing medical examiner services to Leon County and the Other D2 Counties, ME District 2 may also provide such services to other Florida counties outside of District 2 contingent upon prior written approval of Leon County (any such counties and the Other D2 Counties are collectively referred to as the “Other District Counties”); and

WHEREAS, Leon County owns the medical examiner’s facility located at 560 Leonard Gray Way, a site map of which is attached hereto as Exhibit “A” and is incorporated herein by this reference (the “Leon County ME Facility”), which houses the entire ME District 2 operation including, but not limited to, its administrative offices and autopsy space; and

WHEREAS, the MEs Act permits the District ME’s facilities to be provided on a permanent or contractual basis by the counties within the district; and

WHEREAS, the MEs Act further provides that the District ME and Associate MEs are entitled to fees, salaries and expenses from the general funds or other funds under the control of the board of county commissioners (“BCC”) within the respective districts; and

WHEREAS, Leon County and ME District 2 wish to enter this Agreement to establish the terms and conditions upon which ME District 2 will (i) provide medical examiner services to Leon County, (ii) be compensated for its services provided to Leon County; (iii) be housed for its District 2 business operation in the Leon County ME Facility, and (iv) remit facility use fees to Leon County.

NOW THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Leon County and ME District 2 agree as follows:

Article 1.

Effective Date; Term; Definitions

1.1. RECITALS. The recitals set forth above are true and correct and are hereby incorporated herein as if set forth in their entirety.

1.2. EFFECTIVE DATE. The effective date of this Agreement shall be the date Jon Thogmartin, M.D.’s appointment as Interim District Medical Examiner by the State Attorneys of the Second and Third Judicial Circuits becomes effective _____ (the “Effective Date”).

1.3. TERM. The term of this Agreement shall commence on the Effective Date and, unless otherwise terminated as provided herein, shall continue thereafter until its expiration on September 30, 2029 (the “Term”).

1.4. CONTINUATION OF TERM. The initial Term of this Agreement may be continued at Leon County’s option (hereinafter a “Continuation Period”) for two (2) additional periods of five (5) years each (hereinafter identified individually as a “Continuation Period” and collectively as the “Continuation Periods”), subject to the following conditions:

1.4.1. The exercise of Leon County’s options to continue shall be deemed to be automatic unless written notice of Leon County’s intent to not continue is delivered to ME District 2 on or before June 1, 2029 with regard to the first Continuation Period, and, if applicable, June 1, 2034 with regard to the second Continuation Period.

1.5. DEFINITIONS. Capitalized terms used but not defined herein shall have the meanings in Rule 11G-1.001, Florida Administrative Code.

Article 2.

Scope of ME Services; Responsibilities of ME District 2

2.1. MEDICAL EXAMINER SERVICES. The medical examiner services to be provided to Leon County by ME District 2 shall include any and all statutory responsibilities and duties of the District ME and Associate MEs required to be provided to the public as set forth in the MEs Act for which ME District 2 is entitled to compensation with public funds, together with any other public services to be provided to Leon County as contained within this Agreement (“ME Services”).

2.2. STANDARD OF CARE. In accordance with Rule 11G-2.006, Florida Administrative Code, the duties and standards of care of the District ME and Associate MEs in

providing the ME Services are to be consistent with those contained in the "Practice Guidelines for Florida Medical Examiners, sponsored by the Florida Association of Medical Examiners," revised July 28, 2010 and as may be further revised but subject to adoption by the MEs Commission as a rule pursuant to chapter 120, Florida Statutes. The Parties further acknowledge and agree that, with regard to any determination of the District ME's or Associate MEs' compliance with such duties and standards of care, Leon County shall defer to the MEs Commission to make such determination in accordance with the duties and responsibilities of the MEs Commission as set forth in the MEs Act.

2.3. SCOPE OF ME SERVICES. The ME Services shall include, but not be limited to, the following:

2.3.1. Medico-legal autopsies;

2.3.2. Medico-legal observations;

2.3.3. Medico-legal investigations;

2.3.4. Approval of all requests for cremations, burials at sea, and scientific donations

2.3.5. Examination of selected death scenes;

2.3.6. Expert witness testimony provided by the District ME and Associate MEs in their official capacities;

2.3.7. Selection of tissue recovery services and oversight of the use of the Tissue Recovery Room for such services in accordance with Section 4.2 below;

2.3.8. Providing education and instruction to law enforcement personnel, and emergency responders;

2.3.9. Consultation on reported and accepted Medical Examiner cases, as needed, 24 hours per day, seven days per week, including holidays;

2.3.10. Conducting meetings, as needed, for law enforcement personnel and prosecutors; and

2.3.11. Intake and storage of bodies delivered as part of Leon County's Policy No. 98-25, "Disposition of Unclaimed and Indigent Bodies," as that Policy may be amended from time to time.

2.3.12. ME District 2 shall conduct District Medical Examiner recruitment activities as part of this Agreement in liaison with the District 2 Search Committee\ created by the State Attorney for the 2nd Judicial Circuit. These activities include:

2.3.12.1. Coordinating with the State Attorney of the Second Judicial Circuit and the District 2 Medical Examiner Search Committee in regards to the timing of medical examiner recruitment activities.

2.3.12.2. Advertising for and recruitment of District 2 Medical Examiner candidates.

2.3.12.3. Payment of reasonable interview costs for up to 6 candidates including travel, lodging and per diem.

2.3.12.4. Payment of moving expenses (up to \$10,000) for the chosen candidate.

2.4. ME PERSONNEL AND OFFICE ADMINISTRATION. ME District 2 shall be responsible for coordinating the provision of any and all personnel and administrative services associated with its business operation. Such services may be provided by employees of ME District 2 or pursuant to an agreement with a third-party entity for such medical examiner services and may include, but not be limited to, the following:

2.4.1. Associate ME personnel;

2.4.2. Death investigation and autopsy personnel;

2.4.3. Office administrative and human resources personnel and services to include administering of employee salaries, benefits, and taxes, and of ME District 2 insurance requirements;

2.4.4. Billing, transcription, answering service, and postage equipment and servicing, and courier personnel and services;

2.4.5. Administering of professional licenses, memberships, dues, and continuing education;

2.4.6. Legal consultation and support, as needed;

2.4.7. Purchasing and receiving personnel and services; and

2.4.8. Selection and utilization of reference laboratories.

2.5. PRIVATE PRACTITIONER SERVICES. Leon County and ME District 2 acknowledge and agree that, pursuant to Section 406.06(4), Florida Statutes, the District ME and the Associate MEs may engage in the private practice of medicine or surgery ("Private Practitioner Services") insofar as such private practice does not interfere with their duties as prescribed in the MEs Act. With regard to the Private Practitioner Services, the Parties acknowledge and agree to the following:

2.5.1. Any Private Practitioner Services engaged in by the District ME and Associate MEs shall be deemed to be outside the scope, and not a part, of the ME Services as defined in this Article 2.

2.5.2. Unless otherwise agreed upon in writing by Leon County, the permitted uses of the Leon County ME Facility for Private Practitioner Services shall be limited to (i) the practice of conducting private autopsies, as authorized by the District ME or Associates MEs, at the request of families of the deceased or at the request of a hospital or a member of its medical staff, (ii) any expert witness testimony, consultation, or educational activities provided by the District ME and Associate MEs in their capacities as a private physician practitioner, and (iii) clerical and administrative activities associated with, or arising out of, the permitted Private Practitioner Services as set forth in this Section 2.5.2. Such use of the Leon County ME Facility shall be subject to the terms and conditions set forth in Article 4

below, and any private autopsy shall further require the payment to Leon County of a facility use fee as established in Section 3.1 below.

2.6 DISCLOSURE OF BUSINESS INTERESTS. In the event ME District 2 intends to obtain or utilize the equipment or services of a business or professional association in which the District ME or Associate MEs, or their spouses or children, have a business interest, ME District 2 shall first provide written notification of such intent to Leon County and request a determination by Leon County, pursuant to Rule 11G-1.002(4)(d)2, Florida Administrative Code, that any one of the exemptions cited in Section 112.313(12)(e), Florida Statutes, is applicable and, thereby, will permit ME District 2 to obtain or utilize such equipment or services pursuant to Rule 11G-1.002(4)(c).

Article 3.

Payment for ME Services; Annual Budget

3.1. PAYMENT PER FEE SCHEDULE. Leon County's payment to ME District 2 for the provision of ME Services shall be based solely on a schedule of fees for such services to be approved annually by resolution adopted by the Leon County BCC (the "Master Fee Schedule"). Such payments shall be in accordance with biweekly invoices to be delivered by ME District 2 which shall reflect the fees charged for the actual ME Services provided to Leon County for that respective two week period. ME District 2 may supply electronic invoices in lieu of paper-based invoices utilizing the mechanism developed by the County, which may include e-mail or other medium of delivery. The development of the Master Fee Schedule shall proceed as follows:

3.1.1. ME District 2 shall, no later than April 1st of each year, deliver to Leon County's designated office of budget management the proposed Master Fee Schedule reflecting its fees for the upcoming fiscal year to begin October 1st.

3.1.2. The proposed Master Fee Schedule shall include the fees to be charged to Leon County and the Other District Counties for any and all of the ME Services that may be provided in the upcoming fiscal year. The fees for any Private Practitioner Services shall not be included in the Master Fee Schedule.

3.1.3. Leon County authorizes ME District 2 to charge a fee to cremation providers as included in the Master Fee Schedule.

3.1.4. The fees to be charged to the Other District Counties for the use of the Leon County ME Facility for autopsies, external examinations, cremation approvals and for any other such examinations of deceased persons performed within the scope of the ME Services (the "ME Facility Use Fee") shall be developed by Leon County based on its past operating expenses actually incurred and any planned capital expenditures in future years. The development of the ME Facility Use Fee shall proceed as follows:

3.1.4.1. The total of operating expenses and planned capital expenditures shall be apportioned to the Other District Counties based on the total number of ME District 2 autopsies performed for the Other District Counties in the fiscal year just ended.

3.1.4.2. ME District 2 shall, no later than January 1st of each year, provide to Leon County the number of autopsies performed for each of the Other District Counties in the fiscal year just ended.

3.1.4.3. Leon County shall, no later than March 15th of each year, provide in writing to ME District 2 the ME Facility Use Fee applicable to the upcoming fiscal year to begin October 1st, which shall then be added to the proposed Master Fee Schedule.

3.1.5. The fees to be charged to families and hospitals for any authorized private autopsy use of the Leon County ME Facility (the "Private Facility Use Fee") and to the third-party tissue recovery services provider for use of the Tissue Recovery Room (the "Tissue Recovery Use Fee") shall be developed by Leon County based on a recapture of the construction costs for the Leon County ME Facility together with past operating expenses actually incurred and any planned capital expenditures in future years. The development of the Private Facility Use Fee and the Tissue Recovery Use Fee shall follow the same process as with the ME Facility Use Fee as set forth in Section 3.1.4 above.

3.1.6. Upon Leon County's review of the proposed Master Fee Schedule and the annual budget upon which it is based, the Parties shall negotiate, as needed, to finalize the recommended Master Fee Schedule, no later than May 1st, to be presented to the BCC for approval by resolution.

3.2. ANNUAL BUDGET. ME District 2 shall, in accordance with the MEs Act, submit its proposed annual budget to Leon County by delivery to Leon County's designated office of budget management no later than April 1st of each year. The proposed annual budget shall be sufficiently detailed to allow Leon County to ascertain the following information:

3.2.1. The total personnel and operating expenses for ME District 2 upon which each of the fees in the Master Fee Schedule is based;

3.2.2. The total of expenses paid to any business or professional association for personnel and administrative services provided to ME District 2;

3.2.3. The total fees received by ME District 2 for expert witness testimony in criminal and civil cases provided by the District ME and Associate MEs in their official capacities;

3.3. PROMPT PAYMENT OF ME SERVICES INVOICES. Leon County shall make payment for ME Services no later than forty-five (45) days after Leon County's receipt of the invoices for ME Services. The ME case number and the service provided (per the Master Fee Schedule) for each case shall be included on the invoice, and this information shall be considered by Leon County to be sufficient information for prompt payment of the invoice. Unless otherwise notified in writing by Leon County, biweekly invoices for ME Services shall be delivered to: Leon County Office of Human Services & Community Partnerships, Attention: Director, 615 Paul Russel Road, Tallahassee, FL 32301. The Director of the Office of Human Services & Community Partnerships may be contacted by telephone at (850) 606-1900. If ME District 2 fails to receive any such payments in a timely manner, it shall provide notice to Leon County of such delinquency. Failure of Leon County to make payment within ten (10) days of its receipt of a delinquency notice shall constitute cause for termination under Section 7.2.3 below regardless of the availability of funds as set forth in Section **Error! Reference source not found.**

3.4 JON R. THOGMARTIN, M.D., P.A. shall not be responsible for payment of invoices or fees remaining from examinations or cases accepted by any previous District 2 Medical Examiner or KWB

Pathology. If necessary, the ME District 2 shall complete the cause of death certification, autopsy reports, and other related paperwork required under the Medical Examiners Act and this Agreement for cases accepted prior to the Effective Date.

Article 4.

Use of Leon County ME Facility; Use Fee Remittance; Unclaimed Bodies; ME Equipment

4.1. **PERMITTED USE.** Except as otherwise provided herein, Leon County and ME District 2 acknowledge and agree that the use of the Leon County ME Facility shall be limited to the activities associated with, and necessitated by, the District ME's performance of the ME Services, as defined in Section 2.1 above, and any of the Private Practitioner Services permitted in accordance with Section 2.5 above (collectively, the "Permitted Use"). Upon written request of the District ME, Leon County may give written consent in advance of other permitted uses of the Leon County ME Facility, which consent may be reasonably withheld in Leon County's sole discretion.

4.2. **TISSUE RECOVERY ROOM.** As set forth in Section 2.3.7 above, the scope of the ME Services will include the selection by ME District 2 of a third-party provider for tissue recovery services in accordance with any and all applicable federal and state laws. Such services will be conducted in a room designated within the Leon County ME Facility. It shall be the responsibility of ME District 2 to coordinate the use of the Tissue Recovery Room and remit the collected fee for such use as established in Section 3.1 above.

4.3. **REMITTANCE OF FACILITY USE FEES.** ME District 2 shall be responsible for the collection and remittance of any and all ME Facility Use Fees, Private Facility Use Fees, and Tissue Recovery Use Fees, as those terms are defined in Section 3.1 above. Such facility use fees shall not be used to offset the fees charged to Leon County for ME Services and, instead, shall be separately remitted monthly by check payable to Leon County, Florida and delivered to Leon County together with the biweekly invoices for ME Services in accordance with Section 3.3 above.

4.4. **TRANSPORTATION RECEIPTS & BILLING.** Transportation receipts for the intake and storage of bodies delivered to the morgue as specified in Section 2.3.11, will be collected by the ME District 2 for verification that the delivery is legitimate. Upon verification that the delivery is legitimate, the receipt and the associated Medical Examiner case number will be forwarded to Leon County, Office of Community Services and Human partnership for payment. The transport receipt and verified Medical Examiner case number shall be sufficient for Leon County to make prompt payment to the transport provider.

4.5. **UNCLAIMED BODIES.** The ME Facility has limited body cooler space. Leon County stores unclaimed bodies (including cases that do and do not fall under Medical Examiner jurisdiction) as part of Leon County's Policy No. 98-25, "Disposition of Unclaimed and Indigent Bodies". Absent exigent circumstances, Leon County shall not store an unclaimed body longer than 10 business days at the ME Facility.

4.6. **ME EQUIPMENT.** It shall be the responsibility of Leon County, at Leon County's expense, to provide and maintain any and all furnishings, fixtures, and equipment ("FF&E") necessary for ME District 2 to adequately provide the ME Services as required under this Agreement (collectively, the "FF&E"). The parties acknowledge and agree that the use of the FF&E shall be subject to the following terms and conditions:

4.6.1. Any and all FF&E shall be stored and maintained at the Leon County ME Facility, unless agreed upon otherwise in writing by the Parties;

4.6.2. The ownership of the FF&E shall be vested in Leon County and, to the extent that the FF&E are titled, all titles shall be held in the name of Leon County;

4.6.3. Any FF&E deemed to be tangible personal property shall be held, inventoried, and disposed of in accordance with Leon County Policy 02-05, Tangible Personal Property and Procedures, as may be amended from time to time, which defines tangible personal property as that which (i) is not fixed in place and not an integral part of a structure or facility, (ii) is not an integral part or component of another piece of equipment, (iii) has an original acquisition cost of \$1,000 or more, (iv) is not consumed in use, and (v) has a useful life of one year or more after initial acquisition;

4.6.4. ME District 2 shall be responsible for the safekeeping and proper use of the FF&E entrusted to the care and use of ME District 2; and

4.6.5. Upon expiration or other termination of this Agreement, any and all FF&E shall be relinquished to Leon County.

4.7 SUPPLIES;: The ME District 2 will procure independently operating supplies for the facility including expendable autopsy supplies... Leon County will provide One Hundred Thirty Five Thousand Five Hundred Eighty Eight Dollars (\$135,588) annually in biweekly payments of Five Thousand Two Hundred Fifteen Dollars (\$5,215) by direct deposit or electronic funds transfer to ME District 2. Leon County will recapture the costs of other ME District 2 facility users through the annually established morgue use facility fee.

4.8 IMPROVEMENTS. ME District 2 shall be prohibited from making any improvements on or in the Leon County ME Facility without the consent and cooperation of Leon County. The payment of the costs for any such improvements shall be the responsibility of Leon County, which costs shall then be considered in the annual development of the Master Fee Schedule in accordance with Section 3.1 above.

4.9 SIGNS. ME District 2 shall not place any signs on the Leon County ME Facility except with the prior written consent of Leon County.

4.10 LEON COUNTY'S ACCESS. Leon County shall be entitled at all reasonable times and upon reasonable notice to enter the Leon County ME Facility to examine its condition and to make such repairs, alterations, or improvements thereto as Leon County is required by this Agreement to make or which Leon County considers necessary or desirable. ME District 2 shall not unduly obstruct any pipes, conduits, or mechanical or other electrical equipment so as to prevent reasonable access thereto. Leon County shall exercise its rights under this section, to the extent possible in the circumstances, in such manner so as to minimize interference with ME District 2's use and operation of the Leon County ME Facility. Leon County shall have the right at all times to enter the Leon County ME Facility without prior notice to ME District 2 in the event of an emergency affecting the Leon County ME Facility.

4.11 PARKING. Leon County shall be responsible for providing a sufficient number of parking spaces, to be located on or adjacent to the Leon County ME Facility, in order for ME District 2 to adequately provide the ME Services as required under this Agreement. All motor vehicles

(including all contents thereof) shall be parked in such spaces at the sole risk of ME District 2, its employees, agents, invitees and licensees, it being expressly agreed and understood that Leon County has no duty to insure any of said motor vehicles (including the contents thereof), and that Leon County is not responsible for the protection and security of such vehicles, or the contents thereof.

4.12 MAINTENANCE AND REPAIRS. Leon County shall be responsible, at its expense, to provide any and all maintenance and repairs of the Leon County ME Facility as needed in order for ME District 2 to adequately provide the ME Services as required under this Agreement, or to otherwise comply with any federal, state or local laws, ordinances, building codes, and rules and regulations in accordance with Section 4.15.6 below. Any requests by ME District 2 for such maintenance and repair may be made by email to Leon County's Office of Resource Stewardship at WorkOrder@LeonCountyFL.gov, or to such other email address as may be provided by Leon County.

4.13 TELECOMMUNICATIONS; WEBPAGE HOSTING; COMPUTER NETWORK; COMPUTERS & SOFTWARE. It shall be the responsibility of Leon County, at its expense, to coordinate the provision of any and all "Telecommunications Services," "Telecommunication Equipment," "Webpage Hosting Services" "Computer Networking", and Computers and Software" reasonably necessary for ME District 2 to adequately provide the ME Services as required under this Agreement. For purposes of this provision:

4.13.1 "Telecommunications Services" shall refer to the various services available in the telecommunications industry including, but not limited to, telephone service, and cable television service, and other similar services that may not exist as of the Effective Date of this Agreement but are created thereafter.

4.13.2 "Telecommunications Equipment" shall mean the equipment and devices that are installed, altered, modified, or replaced to provide Telecommunications Services, including the wires and all associated components necessary to operate such equipment and devices as intended.

4.13.3 "Webpage Hosting Services" shall refer to the provision of a webpage on Leon County's website that provides general and contact information about ME District 2, but with no advanced functionality required to be provided as part of such services.

4.13.4 "Computer Networking" shall refer to providing servers and appropriate network connections necessary to sustain adequate connection for the computer network required for the ME District 2 to conduct business.

4.13.5 "Computers and Software" shall refer to the actual personal computers, printers, scanners, or copiers required for ME District 2 personnel and the software required for the ME District 2 personnel to conduct business.

4.14 BIOHAZARD WASTE; LINEN SERVICE. Leon County shall be responsible for the payment of the costs incurred for any biohazard waste removal service and linen service as are reasonably necessary for ME District 2 to adequately provide the ME Services required under this Agreement. ME District 2 shall coordinate with Leon County for the provision of such services, and such services shall be conducted in accordance with any and all applicable federal and state laws.

4.15 UTILITIES; HOUSEKEEPING SECURITY. It shall be the responsibility of Leon County, at its expense, to coordinate the provision of any and all service of utilities, and housekeeping, and security as reasonably necessary for ME District 2 to adequately provide the ME Services as required under this Agreement. Such services shall include, but not be limited to:

4.15.1 Electricity, water, sewer, and natural gas;

4.15.2 Janitorial services on a daily basis, excluding weekends and holidays, in only the office area, and excluding those areas designated as the autopsy suite and accessory spaces;

4.15.3 Pest control and upkeep of landscaping and grounds;

4.15.4 L.E.D. light fixtures and replacements thereof;

4.15.5 Electronic security monitoring services and equipment including, but not limited to, monitoring of doors, gates, and other such building access points throughout the Leon County ME Facility, with video monitoring as agreed upon by the Parties.

4.15.6 AFTER HOUR ACCESS: The ME District 2 will provide on-call personnel for the afterhours intake of body deliveries and the admittance of tissue recovery personnel and coordinate with the appropriate agencies and entities.

4.16 COMPLIANCE WITH LAWS. ME District 2 shall comply with all federal, state or local laws, ordinances, building codes, and rules and regulations related to its provision of ME Services on or in the Leon County ME Facility, and shall promptly comply with all governmental orders and directives for the correction, prevention, and abatement of any violation of such applicable laws.

4.16.1 With regard to compliance with such laws involving building codes or other matters necessitating repairs or improvements on or in the Leon County ME Facility, ME District 2 shall provide prompt written notice to Leon County of the need for such compliance.

4.16.2 ME District 2 shall be responsible for procuring all permits and licenses required for the transaction of its business in the Leon County ME Facility.

4.17 LICENSE FOR USE OF FACILITY. With regard to ME District 2's Permitted Use, such use shall be deemed to be a license for the use of the Leon County ME Facility and shall not be deemed be a grant of any permanent possessory interest in real property, nor shall this Agreement be construed as conveying any real property interest in the Leon County ME Facility.

Article 5.

Insurance; Indemnification.

5.1 ME DISTRICT 2'S INSURANCE RESPONSIBILITIES. ME District 2 shall assure that, for the duration of this Agreement, insurance is in place which will protect against claims for injuries to persons or damages to property which may arise from, or in connection with, the performance by ME District 2, its agents, representatives, employees, and/or contractors and subcontractors of the rights, duties, and responsibilities pursuant to this Agreement, in the minimum coverage and amounts, and subject to the terms and conditions, as follows:

5.1.1 LIABILITY INSURANCE. ME District 2 shall assure that an insurance policy is in place to provide commercial general liability insurance coverage with combined single limits for bodily injury, personal injury, and property damage of no less than \$1,000,000 per occurrence and a \$2,000,000 annual aggregate. Such insurance policy shall include Leon County as an additional insured as provided hereinbelow.

5.1.2 PROFESSIONAL LIABILITY INSURANCE. ME District 2 shall assure that, in accordance with the MEs Act, the District ME and Associate MEs obtain insurance policies to provide professional liability insurance, including errors and omissions, for all ME Services provided by the District ME and Associate MEs, with minimum limits of \$1,000,000 per occurrence; or claims made form with "tail coverage" extending three (3) years beyond the term of the Agreement. Proof of "tail coverage" must be submitted with the invoice for final payment of ME Services provided under this Agreement.

5.1.3 WORKERS' COMPENSATION EMPLOYERS' LIABILITY INSURANCE. ME District 2 shall assure that, to the extent such coverage is required by law, an insurance policy is in place to provide workers' compensation insurance covering all employees meeting statutory limits in compliance with all applicable state and federal laws, and to provide employer's liability insurance with limits of \$500,000 per accident, \$500,000 disease policy limit, and \$500,000 disease limit for each employee. In lieu of naming Leon County as an additional insured, ME District 2 shall provide to Leon County a waiver of all rights of subrogation against Leon County with respect to losses payable under such workers' compensation policy(ies).

5.1.4 DEDUCTIBLES AND SELF-INSURED RETENTIONS. Any deductibles or self-insured retentions applicable to any of the insurance policies required under this Section 5.1 above shall be declared to and approved by Leon County.

5.1.5 LEON COUNTY AS ADDITIONAL INSURED. Leon County, its officers, officials, employees, and volunteers are to be named and covered as additional insureds, with no limitations on the scope of protection afforded, in all insurance policies required under this Section 5.1, other than workers' compensation policies.

5.1.6 ME DISTRICT 2'S INSURANCE AS PRIMARY. With regard to claims for injuries to persons or damages to property which may arise from, or in connection with, the performance by ME District 2, its agents, representatives, employees, and/or subcontractors of the rights, duties and responsibilities pursuant to this Agreement, the insurance coverages provided pursuant to this Section 5.1 shall be primary insurance with respect to Leon County, its officers, officials, employees, and volunteers. As such, any

insurance or self-insurance maintained by Leon County, its officers, officials, employees, or volunteers shall be excess of such insurance coverages and shall not contribute with it. In such instances when such insurance coverages are primary, ME District 2 hereby waives all rights of subrogation against Leon County with respect to losses payable under such insurance coverages.

5.1.7 CERTIFICATES OF INSURANCE. ME District 2 shall furnish Leon County with certificates of insurance and with any original endorsements evidencing the coverages described herein for any insurance policies carried by ME District 2 and for those of any of its contractors and subcontractors, as applicable pursuant to Section 5.1.9 below. Such certificates shall be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements are to be received and approved by Leon County prior to the Possession Date, as defined in Section **Error! Reference source not found.** Leon County reserves the right to require complete, certified copies of all required insurance policies at any time. Each of the required insurance policies shall be endorsed to state that coverage shall not be cancelled by either party except after thirty (30) days prior written notice has been given to Leon County. All required insurance policies shall be placed with insurers with a Best's rating of no less than A:VII and which are licensed in the state of Florida.

5.1.8 OTHER ENDORSEMENTS REQUIREMENTS FOR INSURANCE POLICIES. Each of ME District 2's required insurance policies shall contain endorsements for, or otherwise provide, the following:

5.1.8.1 that, to the extent of insurer's limits of liability, ME District 2's insurance coverage shall apply separately to each insured against whom claims are made or suit is brought (provided this provisions shall not apply to ME District 2's insurance policies maintained pursuant to Section 5.1.2 above); and

5.1.8.2 that the companies issuing the insurance policy(ies) shall have no recourse against Leon County for payment of premiums or assessments for any deductibles which are the sole responsibility and risk of ME District 2.

5.1.9 CONTRACTORS OF ME DISTRICT 2. ME District 2 shall assure that any and all of its contractors and subcontractors doing business with ME District 2, including, but not limited to, any private pathology practice providing personnel and administrative services, satisfy one of the following conditions: (i) such contractors and subcontractors shall be included as insureds under any insurance policies carried by ME District 2, or (ii) separate certificates and endorsements shall be furnished for each such contractor and subcontractor in a form meeting the requirements set forth in Sections 5.1.7 and 5.1.8 above.

5.2 LEON COUNTY'S INSURANCE. Leon County shall carry and maintain a broad form commercial general liability insurance, written on an occurrence basis and including contractual liability coverage endorsement covering Leon County's indemnity obligations under this Agreement in limits it reasonably deems appropriate but in no event less than the limits required by ME District 2 pursuant to Section 5.1 above. In addition, Leon County shall carry and maintain property insurance, with replacement cost coverage, covering the Leon County ME Facility in the amount of not less than the full replacement cost thereof with an agreed-value endorsement and without any co-insurance requirements.

5.2.1 Leon County's Insurance as Primary. With regard to claims for injuries to persons or damages to property which do not arise from, or are not in connection with, the performance by ME District 2, its agents, representatives, employees, and/or subcontractors of the rights, duties and responsibilities pursuant to this Agreement or claims resulting from the duties of the previous District 2 Medical Examiner or previous Associate Medical Examiners, the insurance coverages provided pursuant to this Section 5.2 shall be primary insurance with respect to ME District 2, its agents, representatives, employees, and/or subcontractors. Leon County hereby waives all rights of subrogation against ME District 2 with respect to losses payable under such insurance coverages.

5.3 WAIVER OF SUBROGATION RIGHTS. Anything in the Agreement to the contrary notwithstanding, Leon County and ME District 2 hereby waive any and all rights of recovery, claim, action, or cause of action against the other, its agents, employees, officers, partners, servants, or shareholders for any loss or damage that may occur to the Leon County ME Facility, or any improvements thereto, or any personal property of such party therein by reason of fire, the elements, or any other cause which is insured against under the terms of the fire and extended coverage insurance policies obtained pursuant to this Agreement, or, if any such party fails to maintain the insurances and coverages such party is required to maintain under this Agreement, would have been insured had the applicable party maintained the insurances and coverages such party is required to maintain under this Agreement, regardless of cause or origin, including negligence of the other party hereto, its agents, employees, officers, partners, servants or shareholders, and each party covenants that no insurer shall hold any right of subrogation against such other party.

5.4 ME DISTRICT 2'S INDEMNITY. Without waiving any right to sovereign immunity, ME District 2 agrees to indemnify, defend and hold harmless Leon County, its officials, officers, employees and agents, from and against any and all claims, damages, liabilities, losses, costs, or suits, of any nature whatsoever arising out of, because of, or due to any acts or omissions of ME District 2, its delegates, employees and agents, arising out of or under this Agreement, including reasonable attorney's fees and costs. Leon County may, at its sole option, defend itself or require ME District 2 to provide the defense. Notwithstanding the foregoing, ME District 2 shall not be required to indemnify Leon County with respect to any liability, loss, damages, cost or expense suffered as a result of the negligence or intentional misconduct of Leon County or any of the agents or employees of Leon County nor with respect to any liability, loss, damage, cost or expense to the extent that the same is covered by insurance policies maintained by Leon County, or that would have been covered had Leon County maintained the insurance policies Leon County is required to maintain pursuant to the terms of this Agreement. ME District 2 acknowledges that the consideration recited hereinabove contains sufficient consideration of ME District 2's indemnification of Leon County. In addition, and the Parties acknowledge and agree that ME District 2 shall not be liable for claims regarding storage or disposition of unclaimed bodies at the ME Facility as part of Leon County's Policy No. 98-25, "Disposition of Unclaimed and Indigent Bodies"

5.5 LEON COUNTY'S INDEMNITY. Without waiving its right to sovereign immunity, Leon County shall, to the extent allowed by law, indemnify, save harmless, and defend ME District 2 promptly and diligently at Leon County's sole expense from and against any and all claims and demands in connection with any injury or loss of property, personal injury, or death occurring in, on, or about the Leon County ME Facility caused by the negligent or wrongful act or omission of Leon County. Notwithstanding the foregoing, Leon County shall not be required to indemnify ME District 2 with respect to any liability, loss, damages, cost or expense suffered as a result of the negligence or

intentional misconduct of ME District 2 or any of the agents or employees of ME District 2 nor with respect to any liability, loss, damage, cost or expense to the extent that the same is covered by insurance policies required to be in place pursuant to Section 5.1 above, or would have been covered had such insurance policies been in place as required. In addition, the Parties acknowledge and agree that, pursuant to the MEs Act, Leon County shall not be liable for any acts of the District ME or Associate MEs not within the scope of their official duties.

5.6 REMEDIES CUMULATIVE. Except as otherwise provided herein, the rights and remedies expressly provided herein are cumulative and not exclusive of any rights or remedies which the Parties hereto may otherwise have at law or in equity. Nothing herein shall be construed to require any of the Parties hereto to elect among remedies.

5.7 SURVIVAL. The provisions of this Article 5 shall survive the expiration or earlier termination of this Agreement.

Article 6.

Records; Records Retention; Audits

6.1 ME RECORDS. For purposes of this Agreement, and to be consistent with the definition of public records contained in Section 119.011, Florida Statutes, the term "ME Records" shall mean all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business by ME District 2. With regard to ME Records, the following terms and conditions shall apply:

6.1.1 The Parties acknowledge and agree that, with regard to the duties and responsibilities associated with the management of ME Records, ME District 2 shall conduct itself as an "agency" as that term is defined in Section 119.011, Florida Statutes.

6.1.2 ME District 2 shall comply with all federal and state laws and rules related to the management of ME Records including, but not limited to, Chapter 119, Florida Statutes, pertaining to public records, Chapter 406, Florida Statutes, pertaining to maintenance of records and exemptions, and Rule 11G-2, Florida Administrative Code, regarding the management of records and exemptions.

6.1.3 Leon County maintains various public records for the District 2 Medical Examiner's Office including photographs, electronic documents, and emails) and shall comply with all federal and state laws and rules related to the management of ME Records including, but not limited to, Chapter 119, Florida Statutes, pertaining to public records.

6.1.4 ME District 2, with regard to any contract for services entered into with an individual, partnership, corporation, or business entity, shall comply with the provisions of Section 119.0701, Florida Statutes, pertaining to such contractor's compliance with public records laws. For purposes of compliance with said statute, the Parties acknowledge and agree that ME District 2 shall conduct itself as a "public agency" as that term is defined therein.

6.2 RETENTION OF ME RECORDS. ME District 2, with regard to its ME Records, shall comply with Section 119.021, Florida Statutes, pertaining to custodial requirements and the maintenance, preservation, and retention of ME Records which includes, but is not limited to,

compliance with the General Records Schedule GS2 for District Medical Examiners adopted by the Division of Library and Information Services of the Department of State pursuant to Section 119.021(2)(a), Florida Statutes.

6.3 AUDITS. ME District 2 shall establish and maintain its ME Records in accordance with generally accepted accounting procedures and practices to sufficiently and properly reflect all revenues and expenditures of funds provided by the Leon County under this Agreement. Furthermore, the Parties acknowledge and agree that any and all ME Records shall be subject at all reasonable times to audit by personnel duly authorized by Leon County and, to the extent necessary to assure the appropriate use of public funds, ME District 2 shall be subject to audit by such authorized personnel. For purposes of this Agreement, the term "audit" shall have the same meaning as defined in Section 11.45, Florida Statutes.

Article 7. Miscellaneous Provisions.

7.1 FUNDING. The County shall pay the fees, salaries, and expenses of ME District 2 in accordance with the terms of this Agreement and the requirements of Sections 406.06 and 406.08, Florida Statutes.

7.2 TERMINATION. With regard to any termination of this Agreement, the Parties acknowledge and agree that (i) notwithstanding such termination, the MEs Act would require ME District 2 to continue providing ME Services and would require Leon County to continue paying compensation and fees for such services, (ii) ME District 2 would require continued uninterrupted use of a facility to provide its ME Services to Leon County and the Other District Counties, and (iii) that any failure of the District ME or Associate MEs to perform their duties or to meet the required standards of care as prescribed by law would be a determination to be made by the MEs Commission rather than by Leon County. As such, any termination of this Agreement shall be subject to the following terms and conditions:

7.2.1 Either Party Termination Without Cause. Either Party may terminate this Agreement without cause by giving notice to the other Party no later than ninety (90) days before the effective date of such termination. ME District 2 shall, on or before the termination date, vacate the Leon County ME Facility unless arrangements for its continued use have been provided for in a new agreement. Notwithstanding either Party's termination, ME District 2 shall continue to provide ME Services and Leon County shall continue to pay compensation and fees for such services as required in the MEs Act.

7.2.2 Leon County Termination For Cause. Leon County may terminate this Agreement for cause, subject to the following terms and conditions:

7.2.2.1 Any such termination resulting from the failure of the District ME or Associate MEs to perform their duties or to meet the required standards of care shall, before becoming effective, require a determination by the MEs Commission that such a failure has occurred. Upon the Parties' receipt of notification that such determination has been made by the MEs Commission, Leon County may proceed with its termination to be effective thirty (30) days thereafter. However, if, prior to the effective date of termination, ME District 2 cures such failure to the satisfaction

of Leon County, the termination process shall cease and this Agreement shall continue in full force and effect.

7.2.2.2 Any termination for cause resulting from some act other than a failure of the District ME or Associate MEs to perform their duties or to meet the required standards of care shall proceed by giving notice to ME District 2 no later than thirty (30) days before the effective date of such termination. However, if, prior to the effective date of termination, ME District 2 cures such failure to the satisfaction of Leon County, the termination process shall cease and this Agreement shall continue in full force and effect.

7.2.2.3 If ME District 2 fails to reach a satisfactory cure, it shall, on or before the termination date, vacate the Leon County ME Facility unless arrangements for its continued use have been provided for in a new agreement. Notwithstanding Leon County's termination, ME District 2 shall continue to provide ME Services and Leon County shall continue to pay compensation and fees for such services as required in the MEs Act.

7.2.3 ME District 2 Termination For Cause. Except as provided in Section 3.3 above or otherwise in this Agreement, ME District 2 may terminate this Agreement for cause by giving notice to Leon County no later than thirty (30) days before the effective date of such termination. However, if, prior to the effective date of termination, Leon County cures such failure to the satisfaction of ME District 2, the termination process shall cease and this Agreement shall continue in full force and effect. If Leon County fails to reach a satisfactory cure, ME District 2 shall, on or before the termination date, vacate the Leon County ME Facility unless arrangements for its continued use have been provided for in a new agreement. Notwithstanding ME District 2's termination, ME District 2 shall continue to provide ME Services and Leon County shall continue to pay compensation and fees for such services as required in the MEs Act.

7.3 INDEPENDENT CONTRACTOR STATUS. Leon County and ME District 2 acknowledge and agree that ME District 2 shall provide the ME Services as required under this Agreement as an independent contractor and in no event shall ME District 2 nor any employees or sub-contractors under it be considered for any purpose employees, agents, or partners of Leon County, nor shall the relationship of the Parties be considered a joint venture.

7.4 INTERPRETATION. The captions of the Paragraphs of this Agreement are to assist the Parties in reading this Agreement and are not a part of the terms or provisions of this Agreement. Whenever required by the context of this Agreement, the singular shall include the plural and the plural shall include the singular. The masculine, feminine and neuter genders shall each include the other. In any provision relating to the conduct, acts or omissions of ME District 2 the term "ME District 2" shall include ME District 2's agents, employees, contractors, subcontractors, invitees, successors or others using the Leon County ME Facility with ME District 2's expressed or implied permission. This Agreement shall not be construed more or less favorably with respect to either party as a consequence of the Agreement or various provisions hereof having been drafted by one of the Parties hereto.

7.5 INCORPORATION OF PRIOR AGREEMENTS; MODIFICATIONS. This Agreement contains and embodies the entire agreement of the Parties hereto with respect to the

matters set forth herein, and supersedes and revokes any and all negotiations, arrangements, letters of intent, representations, inducements or other agreements, oral or in writing with respect to such matters. No representations, inducements or agreements, oral or in writing, between the Parties with respect to such matters, unless contained in this Agreement, shall be of any force or effect. No amendment, modification, or other revision to this Agreement shall be valid unless contained in a written document duly executed by Leon County and ME District 2.

7.6 NOTICES. Any notice or document required or permitted to be delivered by the terms of this Agreement, other than routine notice of maintenance or repair needs, shall be delivered as follows:

7.6.1 Any of the following forms of delivery are acceptable:

7.6.1.1 by hand delivery;

7.6.1.2 by certified mail, return receipt requested; or

7.6.1.3 by guaranteed overnight delivery service.

7.6.2 Notices to ME District 2 shall be delivered to the address specified in the introductory paragraph of this Agreement, with a copy to the following:

JON R THOGMARITN, MD, PA
10900 ULMERTON RD
LARGO, FL 33778
Attn: Administrator

7.6.3 Notices to Leon County shall be delivered to:

Office of Human Services & Community Partnerships
Attention: Director
615 Paul Russel Road
Tallahassee, FL 32301

With copies delivered to:

Office of Financial Stewardship
Attention: Director
301 South Monroe Street, Suite 202
Tallahassee, FL 32301

Office of Resource Stewardship
Attention: Director
1907 South Monroe Street
Tallahassee, FL 32301

Leon County Attorney's Office
Attn: County Attorney
301 S. Monroe Street, Suite 202
Tallahassee, FL 32301

7.6.4 All notices shall be effective upon delivery or attempted delivery during regular business hours. Either party may change its notice address upon written notice to the other party, given in accordance herewith by an authorized officer, partner, or principal.

7.7 WAIVERS. All waivers must be in writing and signed by the waiving Party. Leon County's failure to enforce any provision of this Agreement shall not be a waiver and shall not prevent Leon County from enforcing that provision or any other provision of this Agreement in the future. No statement on a payment check from ME District 2 or in a letter accompanying a payment check shall be binding on Leon County. Leon County may, with or without notice to ME District 2, negotiate such check without being bound to the conditions of such statement.

7.8 FORCE MAJEURE. The performance by either Party to this Agreement of its obligations shall be excused by delays attributable to events beyond that Party's control for a period of time that is sufficient for the Party to perform its obligations after the cessation of the force majeure event acting in a diligent, commercially reasonable manner. Events beyond a Party's control include, but are not limited to, acts of the other party, acts of God, war, civil commotion, labor disputes, strikes, fire, flood or other casualty, failure of power, shortages of labor or material, government regulation or restriction including extraordinary delay in the issuance of any permit, and unusually inclement weather conditions. Events beyond a Party's control shall not include changes in economic or market conditions, or financial or internal problems of the non-performing Party, or problems that can be satisfied by the payment of money.

7.9 FLORIDA LAW. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

7.10 COUNTERPART. This Agreement may be executed in multiple counterparts, each counterpart of which shall be deemed an original and any of which shall be deemed to be complete of itself and may be introduced into evidence or used for any purpose without the production of the other counterpart or counterparts.

7.11 TIME IS OF THE ESSENCE. Time is of the essence of this Agreement and all provisions contained herein.

7.12 WAIVER OF TRIAL BY JURY. Leon County and ME District 2 each hereby knowingly, intentionally and voluntarily waive trial by jury in any action, proceeding or counterclaim brought by either of the Parties hereto against the other on any matter whatsoever arising out of or in any way connected with this Agreement.

7.13 RIDERS AND EXHIBITS. All Riders, Addenda and Exhibits attached hereto and executed both by Leon County and ME District 2 shall be deemed to be a part of this Agreement and are hereby incorporated.

7.14 ME DISTRICT 2 ASSIGNMENT. ME District 2 shall not assign this Agreement, in whole or in part without the prior written consent of Leon County, which consent shall not be

unreasonably withheld, conditioned or delayed. In no event shall ME District 2 be released from any obligation or liability under this Agreement following any such assignment or sublease.

7.15 LEON COUNTY ASSIGNMENT. Leon County shall have the right to sell, transfer or assign, in whole or in part, its rights and obligations under this Agreement. Any such sale, transfer or assignment shall operate to release Leon County from any and all liability under this Agreement arising after the date of such sale, assignment or transfer.

7.16 BINDING AGREEMENT. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns (subject to the restrictions on assignment set forth in the Agreement).

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY BLANK]

IN WITNESS WHEREOF, ME District 2 and Leon County have caused this Agreement to be duly executed as of the date first above written.

LEON COUNTY, FLORIDA, a charter county and political subdivision of the State of Florida

MEDICAL EXAMINER DISTRICT 2, a Florida independent statutory entity pursuant to Chapter 406, Florida Statutes

By: _____
Vincent S. Long
Its County Administrator

By: _____
Jon Thogmartin, M.D., in his official capacity as Interim District Medical Examiner

Date: _____

Date: _____

Approved as to Legal Sufficiency:
Chasity H. O'Steen County Attorney
Leon County Attorney's Office

JON R. THOGMARTIN, M.D., P.A., a Florida profit corporation

By: _____
Kyle L. Kemper, Esq.
Assistant County Attorney

By: _____
Jon Thogmartin, M.D., Director

ATTEST:
Gwendolyn Marshall Knight, Clerk of Court & Comptroller, Leon County, Florida

Date: _____

By: _____

(print name)

Exhibit "A"

Leon County ME Facility Site Map

Leon County ME Facility

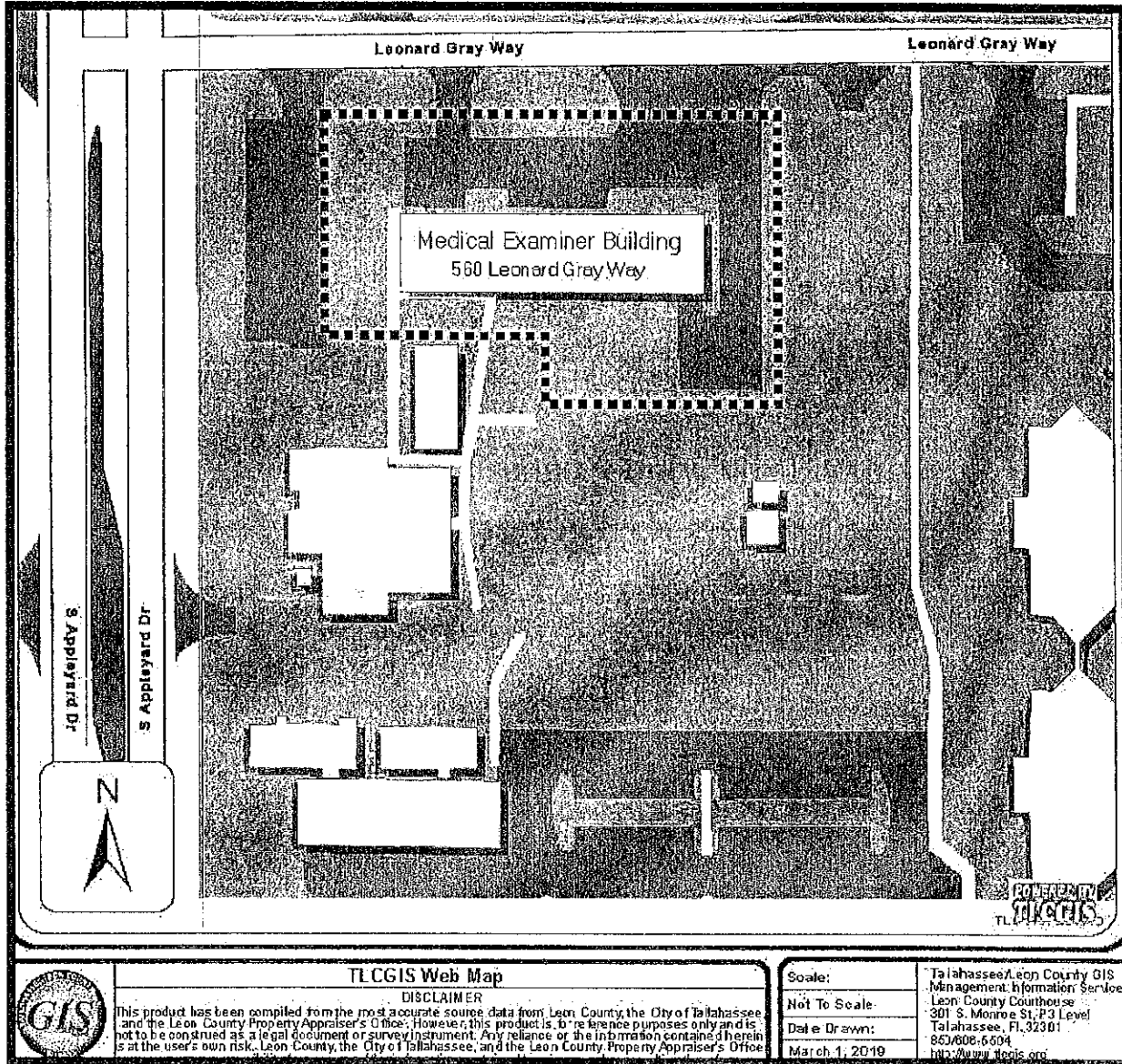
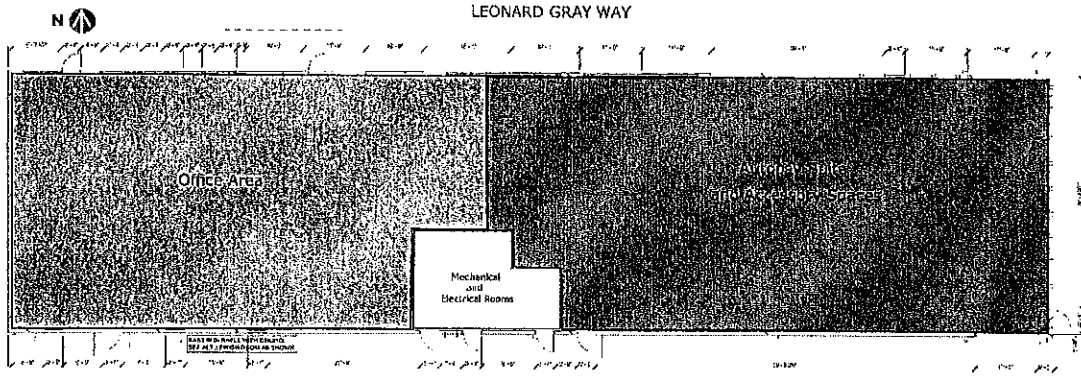
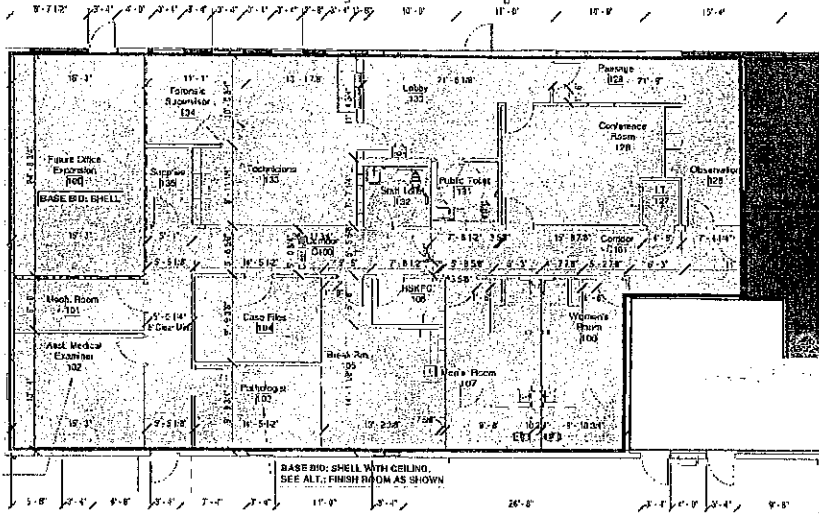


Exhibit "A"



Office Area



Autopsy Suite and Accessory Spaces

DISTRICT 2 MEDICAL EXAMINER
MASTER FEE SCHEDULE 2022

Autopsy	
Autopsy fee	\$2295
*Use of Morgue Facilities	\$850
M.E. Cases (w/o autopsy)	
External Examination	\$871
Use of morgue facilities	\$850
Limited Investigation (Death Certificate only)	\$200
Limited Investigation (e.g. bone ID)	\$92
Cremation Authorizations	
Billed and collected by M.E.	\$47
Billed to county	\$30
Potential Additional Charges:	
Toxicology handling fee-Per Case	\$35
Body transport invoice handling fee	\$35
X-Rays (per view)	\$55
Laboratory and outside services	At Cost
Tissue Recovery Fees	
Use of Morgue Facilities-Cornea	\$100
Use of Morgue Facilities-Tissue	\$500
Afterhours access Tissue/Cornea (to M.E.)	\$100
Testimony/Expert Witness Fees	
Criminal Per Hour (minimum one hour)	\$241
Civil Cases Per Hour (min one hour)	\$500
Private autopsy	
Autopsy fee	\$2295
Use of morgue facilities	\$850
Record review fee	\$500

SUWANNEE COUNTY BOARD OF COUNTY COMMISSIONERS

COUNTY OFFICES
13150 80th Terrace
Live Oak, Florida 32060

(386) 364-3450
FAX (386) 362-1032



In the Heart of the Suwannee River Valley

June 8, 2017

David T. Stewart, M.D.
District Two Medical Examiner
P.O. Box 14389
Tallahassee, Florida 32317

RE: Agreement between Suwannee County and District Two Medical Examiner

Dear Mr. Stewart:

The Suwannee County Board of County Commissioners during a regular meeting held on June 6, 2017 unanimously approved the above referenced agreement. Enclosed is one (1) executed copy for your records.

Should you have any questions, or need additional information, please do not hesitate to contact our office.

Sincerely,

A handwritten signature in black ink that reads "Mandy McDonald". The signature is written in a cursive, flowing style.

Mandy McDonald
Administrative Associate
Suwannee County Board of
County Commissioners

AGREEMENT BETWEEN SUWANNEE COUNTY
AND DISTRICT 2 MEDICAL EXAMINER

THIS AGREEMENT dated this 6th day of June, 2017, by and between SUWANNEE COUNTY, a political subdivision of the State of Florida, hereinafter referred to as the "County" and Office of the Medical Examiner, District II, hereinafter referred to as the "Contractor."

WHEREAS, pursuant to Chapter 406, Florida Statutes, David T. Stewart, M.D., has been appointed DISTRICT MEDICAL EXAMINER in and for District 2 of the State of Florida and Suwannee County is located in or covered by Medical Examiner District 2; and

WHEREAS, Section 406.08 Florida Statutes, requires that the fees, salary, expenses, transportation costs and facility of the district medical examiner be paid from the general funds or other funds of the County; and

WHEREAS, Contractor purchases use of morgue facilities and other related services from various vendors to provide the Services to the County;

NOW, THEREFORE, the parties hereto agree as follows.

1. SERVICES TO BE PROVIDED

The Contractor hereby agrees to provide the following services to the County:

- a. To comply with Title VI and VII, Civil Rights Act of 1964 (42 UCS 2000D), Executive Order No, 11246, entitled "Equal Employment Opportunity," as supplemented in Department of Labor Regulations (41 CFR Part 60), and Federal Regulations concerning nondiscrimination because of mental and physical handicaps.
- b. To meet the following standards of accountability:
 - i. Use of an accounting system which meets generally accepted accounting principles (GAAP).
 - ii. The maintenance of such records and accounts as are necessary to properly account for COUNTY funds disbursed pursuant to Section 406.08, Florida Statutes.
 - iii. The retention of all records relevant to this rule for a period of not less than three years, unless otherwise provided by law.
 - iv. Records and accounts necessary to justify the use of COUNTY funds for medical examiner services shall be open to inspection of audit purposes to the COUNTY.

AGREEMENT BETWEEN SUWANNEE COUNTY
AND DISTRICT 2 MEDICAL EXAMINER

- v. To provide County with all services and functions normally relating to the Office of District Medical Examiner, which shall include the requirements established for this office as provided under Chapter 406, Florida Statutes.
- vi. The Contractor shall notify County in a timely manner if sufficient staff, facilities and equipment necessary to deliver the agreed-upon services cannot be maintained. Failure to notify County of any deficiencies or to adequately provide the services described herein may be considered a breach of the Agreement and a ground for termination under Section 11 of this Agreement.
- vii. Funds received from the COUNTY shall only be used for the provisions of medical examiner services.

The County hereby agrees as follows:

- a. To comply and act in accordance with all provisions of Chapter 406, Florida Statutes, and implementing rules of Medical Examiner Commission, where applicable.
- b. To fund, pursuant to this agreement, the following medical examiner related expenses (see attached Exhibit A for fee schedule).

2. TIME

The contract shall be for a period of one (1) year, commencing on October 1, 2017, and shall continue until September 30, 2018. After the initial one (1) year period, at the discretion of the County, the contract may be extended for additional one (1) year periods. Such one (1) year extensions will be automatic unless the County provides written notice of non-renewal to the Contractor no less than thirty (30) days prior to the expiration date of the then-current period.

3. CONTRACT SUM

The Contractor agrees that for the performance of the services as outlined above, it shall be remunerated by the County as follows:

Payment shall be made on a monthly basis upon the receipt of an invoice and other supporting documents submitted by the DISTRICT 2 MEDICAL EXAMINER listing the actual charges incurred for the month.

The fee schedule (Exhibit A), for the listed services, will be in effect for the entire term of this agreement. Changes to the fee schedule will be submitted to the County by June 30th of each year for the subsequent contract term.

AGREEMENT BETWEEN SUWANNEE COUNTY
AND DISTRICT 2 MEDICAL EXAMINER

4. PAYMENTS

The County will make such payments within thirty (30) days of submission and approval of invoice for services.

5. STATUS

The contractor at all times relevant to this Agreement shall be an independent contractor and in no event shall the Contractor nor any employees or sub-contractors under it be considered to be employees of County. The Contractor shall have complete supervision and control over his own agents, employees, and subcontractors.

6. INSURANCE

Pursuant to Florida Statutes, Florida Statute 406.16 the DISTRICT MEDICAL EXAMINER and ASSOCIATE MEDICAL EXAMINERS shall obtain professional liability insurance. The professional liability insurance limits shall be \$100,000 per person and \$200,000 per occurrence for general liabilities under Florida law or statutes and \$1,000,000 per occurrence for general liabilities other than under Florida law. County shall not be liable for any acts of the medical examiners not within the scope of their official duties.

7. LICENSES

The Contractor shall be responsible for obtaining and maintaining his city or county occupational license and any licenses required pursuant to the laws of its city and county of operation, and the State of Florida. Should the Contractor, by reason of revocation, failure to renew, or any other reason, fail to maintain his license to operate, the Contractor shall be in default as of the date such license is lost.

8. ASSIGNMENTS

This Contract shall not be assigned or sublet as a whole or in part without the written consent of the County nor shall the contractor assign any monies due or to become due to him hereunder without the previous written consent of the County.

9. INDEMNIFICATION

The Contractor agrees to indemnify and hold harmless the County from all claims, damages, liabilities, or suits of any nature whatsoever arising out of, because of, or due to the breach of this agreement by the Contractor, its delegates, agents or employees, or due to any act or occurrence of omission or commission of the Contractor, including but not limited to costs and a reasonable

AGREEMENT BETWEEN SUWANNEE COUNTY
AND DISTRICT 2 MEDICAL EXAMINER

attorney's fee. The County may, at its sole option, defend itself or allow the Contractor to provide the defense. The Contractor acknowledges that ten dollars (\$10.00) of the amount paid to the Contractor is sufficient consideration for the Contractor's indemnification of the County.

10. TERMINATION

Either party may terminate this Contract without cause, by giving the other party hereto thirty (30) days written notice of termination. The County shall not be required to give Contractor such thirty (30) day written notice if, in the opinion of the County, the Contractor is unable to perform its obligations hereunder, or if in the County's opinion, the services being provided are not satisfactory. In such case, the "County" may immediately terminate the Contract by giving a notice of termination to the Contractor in writing, delivered by certified mail, or in person, to the address of the District 2 Medical Examiner's Office.

11. PUBLIC ENTITY CRIMES STATEMENT

In accordance with Section 287.133, Florida Statutes, Contractor hereby certifies that to the best of his knowledge and belief neither Contractor nor his affiliates has been convicted of a public entity crime. Contractor and his affiliates shall provide the County with a completed public entity crime statement form no later than January 15 of each year this agreement is in effect. Violation of this section by the Contractor shall be grounds for cancellation of this agreement by County.

12. REVISIONS

In any case where, in fulfilling the requirements of this contract or of any guarantee, embraced in or required thereby it is necessary for the Contractor to deviate from the requirements of the contract, Contractor shall obtain the prior written consent of the County. The parties agree to renegotiate this contract if revisions of any applicable laws or regulations make changes in this contract necessary.

13. CONSTRUCTION

The validity, construction, and effect of this Contract shall be governed by the laws of the State of Florida.

14. CIVIL RIGHTS

a. There will be no discrimination by the District 2 Medical Examiner's Office against any employee or person served on account of race, color, sex, religious background, ancestry, or natural origin in the performance of this Agreement.

AGREEMENT BETWEEN SUWANNEE COUNTY
AND DISTRICT 2 MEDICAL EXAMINER

b. The District 2 Medical Examiner's Office shall comply with Title VI of the Civil Rights Act of 1964 (42 USC 200d) in regards to persons served.

c. The District 2 Medical Examiner's Office shall comply with Title VI of the Civil Rights Act of 1964 (42 USC 200e) in regard to employees or applicants for employment.

d. It is expressly understood that upon receipt of evidence or of such discrimination, County may terminate this Agreement for cause.

15. ALTERATIONS, VARIATIONS, REDUCED TO WRITING

Any alterations, variations, modifications or waivers of provisions of this Agreement shall only be valid when they have been rendered in writing, duly signed by all parties involved, and attached to the original of this Agreement. The parties agree to renegotiate this Agreement if revisions of any applicable laws or regulations make changes in this Agreement necessary.

16. NOTICES

Whenever either party desires to give notice unto the other, it must be given by written notice, sent by Certified United States Mail, return receipt requested, and sent to:

For District 2 Medical Examiner's Office:

Angela Fuqua, Administrator
KWB Pathology Associates
1899 Eider Court
Tallahassee, FL 32308
Tel: (850) 878-5143
Fax: (850) 942-6622

For _____ County:

Suwannee County Clerk of Court
200 South Ohio Avenue
Live Oak, Florida 32064
Attn: Paula Penington, Deputy Clerk

Either of the parties may change, by written notice as provided above, the address or persons for receipt of notices.

AGREEMENT BETWEEN SUWANNEE COUNTY
AND DISTRICT 2 MEDICAL EXAMINER

WHERETO, the parties have set their hands and seals effective the date whereon the last party executives this Agreement.

"CONTRACTOR"
DISTRICT MEDICAL EXAMINER

WITNESS: Alb Lopez BY: David Stewart
DAVID STEWART, M.D.

WITNESS: Blamoy M DATE: 5/20/17
(CORPORATE SEAL)

"COUNTY"
BOARD OF COUNTY
COMMISSIONERS
OF SUWANNEE COUNTY, FLORIDA

BY: R. L. [Signature]

PRINT: Richard [Signature]

TITLE: Chairman

DATE: 6/6/17

ATTEST:
Suwannee COUNTY CLERK OF THE BOARD

By: [Signature]
Suwannee County, Florida

DATE: 6/6/17

Office of the Medical Examiner, District II
 Fee Schedule
 2017 - 2018

EXHIBIT A

	Current	Effective 10/1/2017	Tentative Effective 6/1/2018*
Autopsy			
Pathologist Fee	\$1,215.80	\$1,240.00	\$1,400.00
Morgue Assistant	\$193.80	\$198.00	\$223.00
Use of Morgue Facilities	\$335.00	\$335.00	\$550.00
Processing Fee & Storage, Photo	\$124.40	\$127.00	\$143.00
Total=	\$1,869.00	\$1,900.00	\$2,316.00
External Examination (No Autopsy)			
Pathologist Fee	\$385.60	\$393.00	\$443.00
Morgue Assistant	\$193.80	\$198.00	\$223.00
Total=	\$579.40	\$591.00	\$666.00
Potential Additional Charges:			
Toxicology Services	At Cost	At Cost	At Cost
Toxicology Handling Fee - Per Case	\$22.40	\$23.00	\$26.00
Radiology Services (per view)	At Cost	At Cost	\$25
Laboratory Services	At Cost	At Cost	At Cost
Professional (Photo Duplication, Etc.)	At Cost	At Cost	At Cost
Body Transport Services	At Cost	At Cost	At Cost
Miscellaneous Charges			
Cremation Approval (Billed to County)	\$34.70	\$35.00	\$40.00
Limited Investigation for Death Certificate	\$64.30	\$66.00	\$74.00
Limited Investigation (i.e., bone identification)	\$68.30	\$70.00	\$79.00
Testimony/Expert Witness Fee			
Per Hour (Minimum One Hour)	\$193.80	\$198.00	\$198.00
Civil Cases Per Hour (Min One Hour)	\$500.80	\$511.00	\$511.00
Conference with Attorneys, Travel, Etc.			
Per Hour (Minimum One Hour)	\$193.80	\$198.00	\$198.00
Civil Cases Per Hour (Min One Hour)	\$500.80	\$511.00	\$511.00
Copies of Records- Per One-Sided Page			
Per Florida Statute 119.07, an additional charge may be added for extensive labor or technology required to copy a specific record.	\$0.15	\$0.15	\$0.15

*Secondary fee increase effective 6/1/18 or upon occupation of new morgue facility, whichever is later.

EXECUTIVE SUMMARY

Approval of Amendment No. 1 to Grant Agreement No. 22-04-06 for E911 System Maintenance, with the State of Florida, Department of Management Services.

There was an error on the awarded Spring grant with the grant term showing April 26, 2022- April 26, 2023, which should have been May 1, 2022- October 31, 2023.

I anticipate the grant being completed and closed out once the signed Amendment is returned to DMS and reimbursement is received.

Respectfully submitted:

Dated: July 14, 2022

Jennifer Payne

E911/ GIS Coordinator

**STATE OF FLORIDA
DEPARTMENT OF MANAGEMENT SERVICES
AND
SUWANNEE COUNTY BOARD OF COUNTY COMMISSIONERS**

**GRANT AGREEMENT NO. 22-04-06
AMENDMENT NO. 1**

This Amendment No. 1 (Amendment) to Grant Agreement No. 22-04-06 ("Grant Agreement") is entered into by and between the **State of Florida, Department of Management Services** (Department), and the **Suwannee County Board of County Commissioners** (Grantee), collectively referred to herein as the "Parties."

WHEREAS, on May 11, 2022, the Department and Grantee entered into the Grant Agreement;

WHEREAS, the Parties wish to amend the Grant Agreement to indicate a term of May 1, 2022, through October 31, 2023.

WHEREFORE, in consideration of the mutual promises contained herein, the Parties agree to the following:

1. The grant agreement allows for expenditures during the period of performance and up to 120 days after the last service date to seek reimbursement, even if the grant agreement is expired.
2. Each person signing this Amendment warrants that he or she is duly authorized to do so and to bind the respective party.
3. This Amendment is hereby made a part of the Grant Agreement. All other terms and conditions of the Grant Agreement shall remain in full force and effect. This Amendment sets forth the entire understanding between the Parties with regard to the subject matter hereof.
4. The effective date of this Amendment is the date on which the Department and the Grantee originally entered into the Grant Agreement.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

SO AGREED by the Parties' authorized representatives on the dates noted below:

Grantor:

**State of Florida
Department of Management Services**

**By: _____
Name:
Title:
Date:**

Grantee:

**Suwannee County Board of County
Commissioners**

**By: _____
Name:
Title:
Date:**

Additional Terms and Conditions for Rural and State Grant

22-04-06

The terms of this document supplement the terms and conditions contained in in W Form 1A, Application for the E911 Rural County Grant Program or W Form 3A, Application for the 911 Grant Programs (hereinafter the "Application"), and the Grantee's award letter.

1. GENERAL TERMS AND CONDITIONS

By executing this agreement, the Grantee agrees to the following:

- 1.1. The Application, the Grantee's award letter, and this document, including its attachments and exhibits (hereinafter collectively referred to as the "Agreement"), contain all of the terms and conditions agreed upon by the parties. If there are any conflicting provisions between the documents that make up the Agreement, the following order of precedence applies:
 - 1.1.1. this document;
 - 1.1.2. Attachment 1, Audit Requirements for Awards of Assistance (with its Exhibit 1);
 - 1.1.3. the Grantee's award letter; and
 - 1.1.4. the Grantee's submitted Application.
- 1.2. In accordance with sections 365.172 and 365.173, F.S., the Grantee shall perform the tasks specified herein in accordance with the terms and conditions of this Agreement.
- 1.3. The term of this agreement begins on April 26th, 2022 and ends on April 26th, 2023.
- 1.4. The parties shall be governed by all applicable state and federal laws, rules, executive orders, and regulations, including, but not limited to, those identified in the "Applicable Statutes and Regulations" table below. Any express reference in this Agreement to a statute, rule, or regulation in no way implies that no other statute, rule, or regulation applies. Failure to comply may affect the current grant award and future grants awards.
 - 1.4.1. The Grantee agrees to comply with the State of Florida Reference Guide for State Expenditures, which can be obtained at:
<https://www.myfloridacfo.com/Division/AA/Manuals/documents/ReferenceGuideforStateExpenditures.pdf>.
- 1.5. This is a cost reimbursement agreement. This Agreement shall not exceed the amount specified on the Grantee's award letter, and payment shall only be issued by the Department after acceptance of the Grantee's performance as set forth by the terms and conditions of this Agreement. No renewals of this Agreement are available.
- 1.6. The Grantee agrees to use the funds awarded under this Agreement only for costs directly incurred for the grant project activities specified in the Application. Costs must be reasonable, necessary, allocable, and allowable for the approved project and only incurred during the term of this Agreement
 - 1.6.1. The Grantee shall refund to the Department any balance of unobligated funds that was advanced or paid to the Grantee.
 - 1.6.2. The Grantee shall refund any monies used for ineligible purposes under the laws, rules, and regulations governing the use of these funds.
- 1.7. The Grantee agrees that the final request for reimbursement and supporting documentation for incurred obligations shall be submitted to the Department no later than the term of this Agreement.

2. AUTHORITY

The Department has been appropriated funds from the Emergency Communications Number E911 System Trust to provide grants to counties for the purpose of upgrading E911 systems. The Department has the authority, pursuant to section 282.702, F.S., to enter into this Agreement and to disburse the appropriated funds to the Grantee under the terms and conditions set forth herein.

3. OBLIGATION TO PAY

The State’s obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature and is subject to any modification in accordance with either Chapter 216, F.S., or the Florida Constitution.

4. MODIFICATION

4.1. The Scope of Work in the Application is hereby modified to specify the following deliverable(s):

Deliverable No. 1 – Tasks to E911 System Maintenance		
Performance Standard	Documentation	Financial Consequences
<p><i>Complete all work to complete one year of E911 system Maintenance in accordance with the Grantee’s contract with its vendor. Grantee shall attach this contract, which shall include redactions with applicable exemptions for public records within section 119.071, Florida Statutes.</i></p>	<p>1) Reimbursement claim in accordance with Section 15, below. 2) The Grantee shall submit copies of: a. Any contracts or purchase orders with vendors; b. Vendor invoices; c. Proof of payment to vendors; and d. Proof of receipt of deliverables.</p>	<p>If Grantee fails to comply with any term of the award, DMS shall take one or more of the following actions:</p> <ol style="list-style-type: none"> 1. Temporarily withhold cash payments pending correction of the deficiency by Grantee; 2. Disallow all or part of the cost of the activity or action not in compliance; 3. Wholly or partly suspend or terminate the current award for the Grantee; 4. Suspend or deny future grant awards; or 5. Take other remedies that may be legally available. <p>DMS will provide no reimbursement for any improvement that does not meet the standards established in this award.</p>
<p>TOTAL REIMBURSABLE AMOUNT NOT TO EXCEED \$58,790.00</p>		

5. CONTACTS

- 5.1. The Department's Grant Manager is responsible for enforcing performance of this Agreement's terms and conditions and will serve as the Department's liaison with the Grantee. As part of his or her duties, the Department's Grant Manager will:
- 5.1.1. Monitor and document the Grantee's performance of the terms of this Agreement, which may include but shall not be limited to, onsite visits by DMS staff, limited scope audits, or desktop monitoring;
 - 5.1.2. Review all documentation for which the Grantee requests payment; and
 - 5.1.3. Reconcile and verify all funds received against all funds expended during the period of this Agreement and produce a final reconciliation report that identifies any funds paid in excess of the expenditures incurred by the Grantee.

The Department's Grant Managers responsible for the administration of this Agreement are:

Sarah Mashburn
4030 Esplanade Way
Tallahassee, FL 32399
E911boardelectronicgrantreports@dms.fl.gov

- 5.2. The Grantee's Agreement Manager is responsible for monitoring performance of this Agreement's terms and conditions and will serve as the Grantee's liaison with the Department. As part of his or her duties, the Grantee's Agreement Manager shall provide all reports, as well as any other required documents under this Agreement, to the E911 Board in accordance with Section 9.0 of the Application.

The Grantee's Agreement Manager responsible for the administration of this Agreement is:

Named in the Application.

- 5.3. In the event that different managers or addresses are designated by either party after execution of this Agreement, notice of the name, title, and address of the new manager will be provided to the other party in writing. Such changes do not require a formal written amendment to the Agreement.

6. AUDIT REQUIREMENTS

- 6.1. The Grantee shall retain all its records, financial records, supporting documents, statistical records, and any other documents, including electronic storage media, pertinent to this Agreement in accordance with the record retention requirements of Part V of Attachment 1, Audit Requirements for Awards of State Financial Assistance. The Grantee shall cooperate with the Department to facilitate the duplication and transfer of such records or documents upon the Department's request.
- 6.2. The Grantee shall maintain books, records, and documents in accordance with the generally accepted accounting principles to sufficiently and properly reflect all expenditures of funds provided by the Department under this Agreement.
- 6.3. The Grantee shall comply with all applicable requirements of section 215.97, F.S., and Attachment 1, Audit Requirements for Awards of State Financial Assistance. If the Grantee is required to undergo an audit, the Grantee shall disclose all related party transactions to the auditor.

7. RECORDS

- 7.1 As required by section 215.97, F.S., and Rule 69I-5.006 Florida Administrative Code (F.A.C), the Department, the Department of Financial Services, and 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 Grantee 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 Grantee's personnel for the purpose of interview and discussion related to such documents. This provision does not limit the Department's authority to conduct or arrange for the conduct of additional audits or evaluations of state financial assistance or limit the authority of any state awarding agency inspector general, the Auditor General, or any other State official.
- 7.2 The Grantee shall maintain all records, including those pertaining to any and all contractors, subcontractors, and consultants to be paid from funds provided under this Agreement and further including documentation of all program costs in a form sufficient to determine compliance with the requirements and objectives of the Application, and all other applicable laws and regulations, for the longer of five (5) years after the end of the performance period specified in the table above and all pending matters or the period required by the General Records Schedules maintained by the Florida Department of State (available at: <http://dos.myflorida.com/library-archives/records-management/general-records-schedules/>).
- 7.3 If the Grantee's record retention requirements terminate prior to the requirements stated herein, the Grantee may meet the Department's record retention requirements for this Agreement by transferring its records to the Department at that time, and by destroying duplicate records in accordance with section 501.171, F.S., and, if applicable, section 119.0701, F.S. The Grantee shall adhere to established information destruction standards such as those established by the National Institute of Standards and Technology Special Publication 800-88, "Guidelines for Media Sanitization" (2006). See <http://csrc.nist.gov>.
- 7.4 In accordance with section 216.1366, F.S., the Department is authorized to inspect the: (a) financial records, papers, and documents of the Recipient that are directly related to the performance of the Agreement or the expenditure of state funds; and (b) programmatic records, papers, and documents of the Recipient which the Department determines are necessary to monitor the performance of the Agreement or to ensure that the terms of the Agreement are being met. The Recipient shall provide such records, papers, and documents requested by the Department within 10 business days after the request is made.

8. PUBLIC RECORDS

The Grantee, an agency as defined in section 119.011(2), F.S., must comply with the requirements of Chapter 119, F.S., in the performance of its obligations under this Agreement. The Grantee must also ensure that any contractors and subcontractors that perform work pursuant to this Agreement comply with the requirements of Chapter 119, F.S., as applicable.

9. LIABILITY

- 9.1. The Grantee is solely responsible to parties it deals with in carrying out the terms of this Agreement and, subject to the limitation of section 768.28, F.S., the Grantee shall hold the Department harmless against all claims of whatever nature by third parties arising from performance under this Agreement.
- 9.2. The Grantee, a subdivision as defined in section 768.28, F.S., agrees to be fully responsible for its negligent or tortious acts or omissions which result in claims or suits against the Department and agrees to be liable for any damages proximately caused by the acts or omissions to the extent set forth in section 768.28, F.S. Nothing in this Agreement is intended to serve as a waiver of sovereign immunity

by the Grantee. Nothing in this Agreement may be construed as consent by a State agency or subdivision of the State to be sued by third parties in any matter arising out of any contract.

10. EVENTS OF DEFAULT

If any of the following events occur ("Events of Default"), all obligations on the part of the E911 Board to make any further payment of funds shall, if the Department elects, terminate and the Department has the option to exercise any of its remedies set forth herein. However, the Department may make payments or partial payments after any Events of Default without waiving the right to exercise such remedies and without becoming liable to make any further payment. The Events of Default are:

- 10.1. If any warranty or representation made by the Grantee in this Agreement or any previous agreement with the Department is or becomes false or misleading in any respect;
- 10.2. If the Grantee fails to keep or timely perform any of the obligations, terms, or covenants in this Agreement or any previous agreement with the Department and has not cured them in timely fashion;
- 10.3. If the Grantee is unable or unwilling to meet its obligations under this Agreement;
- 10.4. If material adverse changes occur in the financial condition of the Grantee at any time during the term of this Agreement; or
- 10.5. If any reports required by this Agreement have not been submitted to the Department or have been submitted with incorrect, incomplete, or insufficient information.

11. REMEDIES

If an Event of Default occurs, then the Department shall provide a written notice to the Grantee, and, upon the Grantee's failure to cure the default within the thirty (30) calendar days, the Department may exercise any one (1) or more of the following remedies, either concurrently or consecutively:

- 11.1. terminate this Agreement in accordance with Section 12, Termination, below;
- 11.2. withhold or suspend payment of all or any part of a request for payment;
- 11.3. exercise any corrective or remedial actions, including but not limited to:
 - 11.3.1. request additional information from the Grantee to determine the reasons for or the extent of non-compliance or lack of performance;
 - 11.3.2. issue a written warning to advise that more serious measures may be taken if the situation is not corrected; or
 - 11.3.3. advise the Grantee to suspend, discontinue, or refrain from incurring costs for any activities in question.

Pursuing any of the above remedies will not preclude the Department from pursuing any other remedies available under this Agreement or at law or in equity. If the Department waives any right or remedy in this Agreement or fails to insist on strict performance by the Grantee, it does not affect, extend, or waive any other right or remedy of the Department, or affect the later exercise of the same right or remedy by the Department for any other default by the Grantee.

12. TERMINATION

- 12.1. Termination Due to the Lack of Funds. If funds become unavailable for the Agreement's purpose, such event will not constitute a default by the Department or the State. The Department agrees to notify the Grantee in writing at the earliest possible time if funds are no longer available. In the

event that any funding identified by the Grantee as funds to be provided for completion of the project as described herein becomes unavailable, including if any State funds upon which this Agreement depends are withdrawn or redirected, the Department may terminate this Agreement by providing written notice to the Grantee. The Department will be the final authority as to the availability of funds.

- 12.2. Termination for Cause. The Department may terminate this Agreement for cause after ten (10) days of a written notice, which will be issued after the 30-day cure period ends. Cause includes, but is not limited to, misuse of funds, fraud, lack of compliance with applicable rules, laws, and regulations, failure to perform on time, or refusal to permit public access to any document, paper, letter, or other material subject to disclosure under Chapter 119, F.S., unless exempt from Section 24(a) of Article I of the State Constitution and section 119.07(1), F.S., or applicable state or federal law, which the Grantee created or received under this Agreement.
- 12.3. Termination for Convenience. The Department may terminate this Agreement for convenience or when it determines, in its sole discretion, that continuing the Agreement would not produce beneficial results in line with the further expenditure of funds by providing the Grantee with thirty (30) calendar days' prior written notice.
- 12.4. Mutual Termination. The parties may agree to terminate this Agreement for their mutual convenience through a written amendment of this Agreement. The amendment will state the effective date of the termination and the procedures for proper closeout of the Agreement.
- 12.5. Grantee Responsibilities upon Termination. Upon notice of termination, the Grantee shall:
 - 12.5.1. not incur new obligations for the terminated portion of the Agreement; and
 - 12.5.2. cancel as many outstanding obligations as possible. Costs incurred after receipt of the termination notice are disallowed. The Grantee shall not be relieved of liability to the Department because of any breach of this Agreement by the Grantee. The Department may, to the extent authorized by law, withhold payments to the Grantee for the purpose of set-off until the exact amount of damages due to the Department from the Grantee is determined.

13. RESULTING THIRD PARTY CONTRACTS AND SUBCONTRACTS

- 13.1. The Grantee may contract with third parties to perform work. The Grantee remains fully responsible for satisfactory completion of any and all work performed by any contractors and subcontractors.
 - 13.1.1 If the Grantee contracts all or part of the work contemplated under this Agreement, including entering into contracts with vendors for services, it is understood by the Grantee that all such contract arrangements shall be evidenced by a written document containing all provisions necessary to ensure the contractor's compliance with applicable state and federal laws. The Grantee further agrees that the Department shall not be liable to the contractor for any expenses or liabilities incurred under the contract and that the Grantee shall be solely liable to the contractor for all expenses and liabilities incurred under the contract. The Grantee, at its expense, will defend the Department against such claims.
- 13.2. With the Grantee's approval, the Grantee's contractor may subcontract work performed, and the Grantee's contractor will be fully responsible for satisfactory completion of all subcontracted work.
- 13.3. The Grantee agrees all Grantee contracts or subcontracts entered into pursuant to this Agreement shall contain language requiring contractor(s) or subcontractor(s) who are paid from funds provided under this Agreement (i) be bound by the terms of this Agreement, as applicable; and (ii) be bound by, and contain all provisions necessary to ensure the contractor's compliance with, all applicable state and federal laws and regulations.

14. MANDATED CONDITIONS

- 14.1. This Agreement shall be construed under the laws of the State of Florida, and venue for any actions arising out of this Agreement shall be in the Circuit Court of Leon County.
- 14.2. If any provision of this Agreement is in conflict with any applicable statute or rule or is unenforceable, then the provision shall be null and void to the extent of the conflict and shall be severable but shall not invalidate any other provision of this Agreement.
- 14.3. The Recipient and its contractors and subcontractors have an obligation to utilize the U.S. Department of Homeland Security's (DHS) E-Verify system for all newly hired employees in accordance with section 448.095, F.S. The link to E-Verify is <http://www.uscis.gov/e-verify>. By executing this Agreement, the Recipient certifies that it is registered with, and uses, the E-Verify system for all newly hired employees in accordance with section 448.095, F.S. The Recipient must obtain an affidavit from its contractors and subcontractors in accordance with paragraph (2)(b) of section 448.095, F.S., and maintain a copy of such affidavit for the duration of the Agreement. The Recipient shall provide a copy of its DHS Memorandum of Understanding (MOU) to the Department's Agreement Manager within five (5) days of Agreement execution.

This section serves as notice to the Recipient regarding the requirements of section 448.095, F.S., specifically sub-paragraph (2)(c)1, and the Department's obligation to terminate the Agreement if it has a good faith belief that the Recipient has knowingly violated section 448.09(1), F.S. The Department will promptly notify the Recipient and order the immediate termination of the contract between the Recipient and a contractor and/or any subcontractors performing work on its behalf for this Agreement should the Department have a good faith belief that the contractor or subcontractor has knowingly violated section 448.09(1), F.S.

- 14.4. In accordance with section 11.062 and 216.345, F.S., funds received under this Agreement are not to be used for the purpose of lobbying or used to directly or indirectly influence legislation or any other official action by the Florida Legislature, the judicial branch, or any state agency.

15. MISCELLANEOUS

- 15.1. Payment Process. Subject to the terms and conditions established in this Agreement and the billing procedures established by the Department, the Department agrees to pay the Grantee in accordance with section 215.422, F.S. The applicable interest rate can be obtained at: <http://www.myfloridacfo.com/Division/AA/Vendors/default.htm>.
- 15.2. Invoicing. The Grantee shall submit all claims for reimbursement and for progress payments, as described in the Application, using Appendix IV, Financial Reimbursement of Expenditures Reporting Form, to the Application. The Grantee may submit claims to the Board as needed; however, the Grantee shall not submit more than one claim per month. After receipt of the reimbursement claim, and in accordance with the payment provisions established in this Agreement, the Department shall disburse the amount of funds approved by the Board.
- 15.3. Invoice Detail. Invoices submitted by the Grantee must fulfill all requirements specified in the scope of work and include all supporting documentation, when applicable. The Grantee shall also submit invoices in sufficient detail to fulfill all applicable requirements of the State of Florida Reference Guide for State Expenditures.
- 15.4. Intellectual Property. Where activities supported by this Agreement result in the creation of intellectual property rights, the Grantee shall notify the Department, and the Department will determine whether the Grantee will be required to grant the Department a perpetual, irrevocable, royalty-free, nonexclusive license to use, and to authorize others to use for State government purposes, any resulting patented, copyrighted, or trademarked work products developed under this Agreement. The

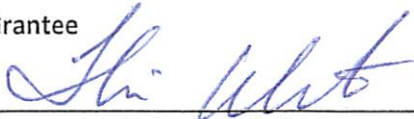
Suwannee County Agreement No. 2022-67

Department will also determine whether the Grantee will be required to pay all or a portion of any royalties resulting from such patents, copyrights, or trademarks.

- 15.5. Conflict of Interest. This Agreement is subject to Chapter 112, F.S. The Grantee shall disclose the name of any officer, director, employee, or other agent who is also an employee of the State. The Grantee shall also disclose the name of any State employee who owns, directly or indirectly, more than a five percent (5%) interest in the Grantee or its affiliates.
- 15.6. Non-Discrimination. The Grantee shall not unlawfully discriminate against any individual employed in the performance of this Agreement due to race, religion, color, sex, physical handicap unrelated to such person's ability to engage in this work, national origin, ancestry, or age. The Grantee shall provide a harassment-free workplace, and any allegation of harassment shall be given priority attention and action.
- 15.7. Electronic Funds Transfer Enrollment. The Grantee agrees to enroll in Electronic Funds Transfer (EFT), offered by the State's Chief Financial Officer, within thirty (30) days of the date the last Party signed this Agreement. Copies of the authorization form and a sample blank enrollment letter can be found at: <http://www.myfloridacfo.com/Division/AA/Vendors/>. Questions should be directed to the EFT Section at (850) 413-5517. Once enrolled, invoice payments will be made by EFT.
- 15.8. Survival. Any right or obligation of the parties in this Agreement which, by its express terms or nature and context, is intended to survive termination or expiration of this Agreement, will survive any such termination or expiration.
- 15.9. Notices. All notices from both parties, outside of the notice of award and notices related to the business of the E911 Board, shall be effective when placed in the United States, first class mail, postage prepaid, by registered or certified mail-return receipt requested, to the address in section 5 herein.

I hereby affirm my authority and responsibility for the use of funds requested.

Grantee



Signature - Chair, Board of County Commissioners or County Manager

Franklin White

Printed Name



Grantor

Department of Management Services

Date: _____

Printed Name

APPLICABLE STATUTES AND REGULATIONS

The Grantee and the Department shall be governed by all applicable State and federal laws, rules, and regulations, including those identified in this table.

General Requirements

Florida Statutes (F.S.)
§ 11.062, F.S. - Use of state funds for lobbying prohibited; penalty
§ 20.055, F.S. - Agency inspectors general
<i>Chapter 112, F.S. - Public Officers and Employees: General Provisions</i>
<i>Chapter 119, F.S. - Public Records</i>
§ 215.34, F.S. - State funds; noncollectible items; procedure
§ 215.422, F.S. - Payments, warrants, and invoices; processing time limits; dispute resolution; agency or judicial branch compliance
§ 215.97, F.S. - Florida Single Audit Act
§ 215.971, F.S. - Agreements funded with federal or state assistance
§ 216.301, F.S. - Appropriations; undisbursed balances
§ 216.347, F.S. - Disbursement of grants and aids appropriations for lobbying prohibited
§ 216.3475, F.S. - Maximum rate of payment for services funded under General Appropriations Act or awarded on a noncompetitive basis
§ 216.181(16), F.S.- Approved budgets for operations and fixed capital outlay
§ 273.02, F.S. - Record and inventory of certain property
§ 287.133, F.S. - Public entity crime; denial or revocation of the right to transact business with public entities
§ 287.134, F.S. - Discrimination; denial or revocation of the right to transact business with public entities
§ 287.135, F.S. - Prohibition against contracting with scrutinized companies
<i>Chapter 443, F.S. - Reemployment Assistance</i>
§ 501.171, F.S. - Security of confidential personal information
Florida Administrative Code (F.A.C.)
<i>Rule Chapter 69I-5 - State Financial Assistance</i>
Memoranda
CFO Memorandum No. 02 (2012-13) - Contract and Grant Reviews and Related Payment Processing Requirements
CFO Memorandum No. 20 (2019-20) - Compliance Requirements for Agreements

State E911 Plan and E911 Board Statutes and Rules

Florida Statutes
<i>Chapter 365, F.S. - Use of Telephones and Facsimile Machines</i>
Florida Administrative Code
<i>Rule Chapter 60FF-6 - State E911 Plan</i>
<i>Rule Chapter 60FF1-5 - E911 Board</i>

Grant Number: 22-04-06	Grant Award Date: 04/21/2022
Catalog of State Financial Assistance number: 72.001	Catalog of State Financial Assistance title: Wireless 911 Emergency Telephone System Rural County Grant Program

Attachment 1

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

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

MONITORING

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

AUDITS

Part I: State Funded

In the event that the Grantee expends a total amount of state financial assistance equal to or in excess of \$750,000 in any fiscal year of such Grantee (for fiscal years ending June 30, 2017, or thereafter), the Grantee must have a state single or project-specific audit for such fiscal year in accordance with section 215.97, F.S.; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this form lists the state financial assistance awarded through the Department by this agreement. In determining the state financial assistance expended in its fiscal year, the Grantee shall consider all sources of state financial assistance, including state financial assistance received from the Department, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for federal program matching requirements.

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

Part II: Other Audit Requirements

N/A

Part III: Report Submission

1. Copies of financial reporting packages required by Part II of this form shall be submitted by or on behalf of the Grantee directly to each of the following:
 - a. The Department at each of the following addresses:
Electronic copies (preferred): E911BoardElectronicGrantReports@dms.fl.gov

Or

Paper (hard copy):
The Department of Management Services
E911 Board
4030 Esplanade Way
Tallahassee Fl, 32399
 - b. The Auditor General's Office at the following address:
Auditor General
Local Government Audits/342
Claude Pepper Building, Room 401
111 West Madison Street
Tallahassee, Florida 32399-1450

The Auditor General's website (<https://flauditor.gov/>) provides instructions for filing an electronic copy of a financial reporting package.
2. Any reports, management letters, or other information required to be submitted to the Department pursuant to this agreement shall be submitted timely 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.
3. Grantees, when submitting financial reporting packages to the Department for audits done in accordance with Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the Grantee in correspondence accompanying the reporting package.

Part V: Record Retention

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

EXHIBIT 1

Subject to Section 215.97, F.S.:

1. State Project A:

State Project: 911 Rural Grant County Grant

State Awarding Agency: State of Florida, Department of Management Services

Catalog of State Financial Assistance Title and Number: 72.001 Wireless 911 Emergency Telephone System Rural County Grant Program

Amount: \$58,790.00

1. State Project B:

N/A

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

The compliance requirements are as stated in Grant Agreement 22-04-06 between the Grantee and the Department, entered in State Fiscal Year 2021-2022



Florida E911 Board
 4030 Esplanade Way
 Tallahassee, FL 32399-0950
 Tel: 850-921-4204
 Fax: 850-488-9837

April 21, 2022

Suwannee County Board of County Commissioners
 Suwannee County, E911 Office
 224 Pine Avenue
 Live Oak, FL 32064

FEID #: 59-6000873

Subject: Spring 2022 Rural County - Reimbursement Grant Program

Dear Suwannee County Board of County Commissioners:

The State of Florida E911 Board would like to congratulate you on your grant award for E911 revenue funds to improve the E911 system serving your county. According to the Spring 2022 Cycle Rural County - Reimbursement Grant Program terms and conditions, grant funds shall be provided on a cost reimbursement basis. Please note, receipt of this letter initiates the start of this grant term.

Please see the attached grant award agreement for details regarding funding rules for the rural county grant program that apply to your grant award. You must return a signed copy prior to the authorization to transfer funds from the Florida Department of Management Services to your County. Please try to have the agreement signed and returned no later than two months after the receipt of this award letter.

The following provides details concerning the Spring 2022 grant(s) to Suwannee County:

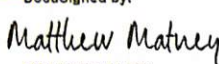
<u>Grant Number</u>	<u>CSFA #</u>	<u>Amount Requested</u>	<u>Amount Approved</u>	<u>Purpose</u>	<u>Federal Funding</u>
22-04-06	72.001	\$58,790.00	\$58,790.00		
			\$58,790.00	E911 System Maintenance	No Association
Total Grant Awards:			\$58,790.00		

Recipients of awards of state and/or federal financial assistance are required to comply with the provisions of the Florida Single Audit Act. To assist you, please reference sections 5, 6 and 7 of section 215.97 Florida Statute at the following web site address:

http://www.leg.state.fl.us/STATUTES/index.cfm?App_mode=Display_StatuteSearch_String=URL=0200-0299/0215/Sections/0215.97.html

The Board thanks you for your interest in 911 and improving public safety in Florida and your commendable efforts towards enhancing your 911 system. It is our hope that your county continues to ensure further public safety advancements in Florida.

Sincerely,

DocuSigned by:

2AD37791124B442...
Matthew Matney, Chief
Bureau of Public Safety - E911

MM/KR

cc: Suwannee County 911 Coordinator

Agenda Item No. 13

Approval of Agreement with Suwannee County Sheriff's Department regarding grant for law enforcement salary assistance.

SUWANNEE COUNTY AGREEMENT NO. _____

**AGREEMENT BETWEEN SHERIFF AND BOARD OF COUNTY COMMISSIONERS
REGARDING GRANT FOR LAW ENFORCEMENT SALARY ASSISTANCE FOR
FISCALLY CONSTRAINED COUNTIES**

THIS AGREEMENT is made and entered into by and between SAM ST. JOHN, as the Sheriff of Suwannee County, Florida (hereinafter "Sheriff") and, the SUWANNEE COUNTY BOARD OF COUNTY COMMISSIONERS (hereinafter "BOCC" or "Board"), a political subdivision of the State of Florida.

WITNESSETH

WHEREAS, the BOCC, on behalf of the Sheriff, has entered into a Grant Agreement with the Florida Department of Law Enforcement regarding funds resulting from a specific appropriation in the General Appropriation Act 2022 Legislature, Section 4, Specific Appropriation 1248 (the Grant) intending to provide funding for costs of allowable activities as defined in the agreement; and

WHEREAS, the parties recognize that pursuant to the agreement, the Board is simply acting as the pass through entity for these Grant funds for utilization by the Sheriff and that the Grant delineates certain deliverables and reporting responsibilities by the Sheriff; and

WHEREAS, the parties further recognize that the funding is not part of the base budget of the Sheriff but is a separate grant appropriation to be accounted for as such.

NOW THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

1. The BOCC has accepted the Grant on behalf of the Sheriff.
2. Sheriff shall use adequate fiscal authority, control, and accounting procedures that will assure proper disbursement of and accounting for the Grant funds, maintain complete financial records for all matters relating to the Grant agreement, retain those records as required by the Grant and shall provide the BOCC with a copy of all such reports required by the Grant.
3. Deliverables under the Grant funding are not a portion of the base budget of the Sheriff but continue to be grant funding and shall be accounted for and reported as the same.
4. Should grant funding advanced exceed actual deliverables or obligations under the Grant, the Sheriff will have the obligation to return said funding to BOCC in accordance with the terms of the Grant.

IN WITNESS WHEREOF, this agreement has been signed by the authorized representatives of the parties and shall be effective upon execution.

BOARD OF COUNTY COMMISSIONERS
OF SUWANNEE COUNTY, FLORIDA

Date: _____

By: _____
Franklin White
CHAIRMAN

ATTEST:

CLERK

SHERIFF OF SUWANNEE COUNTY

Witness

By: _____
Sam St. John

Witness

Date: _____

Agenda Item No. 14

Authorization to order an appraisal for right-of-way on 153rd Road and 184th Street.

Agenda Item No. 15

Authorize County Attorney and County Administrator to work with Advent Christian Village regarding a grant for utilities.

Agenda Item No. 16

Item:

Authorize procurement of Automatic Transfer Switch for standby power usage at the Suwannee County Courthouse.

Description:

The procurement of the standby power generator for the Suwannee County Courthouse was approved by the Board on 5/17/2022. The product submittals/specifications for the automatic transfer switch (ATS) associated with the Courthouse generator was reviewed against all project requirements and accepted by the project engineer. The County has received a proposal from ACF Power/Generac to purchase the ATS for \$34,312. The pricing is based on Florida Sheriff's Association competitive purchasing program pricing contracts for the FSA20-EQU18.0 HEAVY EQUIPMENT bids. ACF Power has an active FSA contract from 10/1/2022 to 9/30/2023.

Budget Impact: Budgeted item

Requested Action:

- Seeking board approval to purchase AFC Power/Generac ATS for \$34,312



A-F Standby Systems
Power Generation



Date: June 16, 2022

Reference: Suwannee County 1000A ATS

We are pleased to offer the following quote for the above project:

FSA20-EQU18.0: HEAVY EQUIPMENT

- 600 Amp ATS Package – ASCO 600A 300 Series, Item #464\$ 4,212.00
- UPGRADE 600A ATS – 300 Series 1000A.....\$ 3,700.00
- UPGRADE 600A ATS – 300 Series 1000A (SERVICE ENTRANCE RATED).....\$ 7,450.00
- UPGRADE 11BE – Engine Exerciser – 300 Series 1000A.....\$ 850.00
- UPGRADE 18RX – Relay Expansion Module - 300 Series 1000A.....\$ 750.00
- UPGRADE 44G - Strip Heater with Thermostat – 300 Series 1000A.....\$ 1,050.00
- UPGRADE (4) 600 MCM Normal Lugs.....\$ 750.00
- UPGRADE 73CC1 – 100kA Surge Suppressor – 300 Series 1000A.....\$ 2,950.00
- UPGRADE 119BG 120VAC Shunt Trip on Normal Source Breaker – 300 Series 1000A.....\$ 450.00
- UPGRADE 119RA 0.8 LSI TRIP – 300 Series 1000A.....\$ 3,500.00
- UPGRADE 134 100% Rated Breaker – 300 Series 1000A.....\$ 2,950.00
- UPGRADE 135L Power Meter on Load Side with CT – 300 Series 1000A.....\$ 2,750.00
- ADDER Kit with ASCO 5140 Quad Ethernet Comm. – 300 Series 1000A.....\$ 950.00
- ADDER Kit with ASCO 5310 Annunciator – 300 Series 1000A.....\$ 2,000.00

Sub Total: \$34,312.00

Grand Total: \$34,312.00

Quantity 1 - 300 Series, Automatic Service Entrance Transfer Switch

- 3 Pole with Solid neutral
- 208V 3-phase
- 1000A
- Type 3R Secure Encl

Included Accessories:

- **11BE:** Adds the following features to the Group G controller: (1) Serial RS-485 Modbus Communications (2) Multi- Schedule Engine Exerciser (3) a 300 Entry Event Log and (4) a common alarm output function. When applied on 3-phase systems it also enables: (1) 3-Phase

E3-22-466316-2-1

Emergency Source VLL sensing (2) Phase Rotation Monitoring (3) Emergency Source VLL Unbalance Monitoring.

- **18RX:** REX (Relay Expansion Module) with Normal and Emergency available output contacts (18B & 18G)
- **44G:** Strip heater w/ thermostat, wired to load terminals: 208-600 volts
- **73CC1:** 100KA---ASCO 430 series surge suppressor, 100kA per mode. Connected to Normal only 3 Phase 4 Wire Wye
- **119BG:** 120VAC shunt trip on normal source breaker.
- **119RA:** 0.4-0.45-0.5-0.6-0.63-0.7-**0.8**-1
- **134:** 100% Rated Breaker
- **135L:** Power Meter on Load Side with CT
- **948551:** Kit with ASCO 5140 (72EE) Quad- Ethernet Communications Module and DIN Rail - provides 4 ethernet ports for external communication, 2 CANBUS ports for ASCO device connectivity, remote webpage with email, and MODBUS TCP communications.
- **827420:** 5310 Annunciator Assy 1 CH. Connects directly to an Ethernet network. Connects direct to a transfer switch accessory 72EE/72EE2.

Quantity 1 - Start-up and Commissioning

Quantity 1 - Freight to job site off-loading by others

Clarifications and Exceptions:

- Local Noise Ordinances unknown. Should lower dBA rating required price is subject to change.
- No Enclosure Wind Load P.E. Calculations. Optional adder.
- Buyers referenced to local, state, or federal government requirements.
- No Anchoring Calculations and/or anchors.
- Fire Pump ATS Provided by Others
- No Offloading.
- No installation.
- No rigging.
- No power systems or selective coordination study.
- Equipment performance beyond manufacturer's design.
- No Storage or insurance.
- No third-party electrical apparatus testing / inspections, and/or special testing (emissions, noise, harmonics, etc...
- NO NETA Testing Must be performed by third party agency.
- No Special testing equipment (oscilloscope, thermal camera, harmonic analyzer, InfraRed, etc...
- No general, civil and/or plumbing work or materials.
- No electrical and/or mechanical work including materials.
- No engineering or permitting.
- No third-party testing agency.
- If this project is an AHCA project and AHCA does not approve quote additional cost could occur to make AHCA Compliant.
- No Sound Testing by ACF.
- No fuel or equipment rental.
- No Sub-base in field pressure integrity testing.
- No Maintenance Contract by ACF.
- Arc Flash/ Coordination studies are to be completed by others.

Notes

1. This Quotation is based upon Engineering Specifications ___263600___ & Drawings ___N/A___. No other sections shall apply.
2. Quotation is valid for 60 days. If not released to production within 60 days, pricing, delivery extension and escalation charges may apply.

E3-22-466316-2-1

3. ACF Standby Systems is not responsible for any delays in delivery due to Act of Nature, explosion, fire, strikes, accidents, war, terrorism, flood, accidents or other causes beyond our company control. Quoted shipping schedules are not guaranteed and subject to change without notice. In no case is ACF Standby Systems responsible for incidental or consequential damages.
4. ACF Standby Systems does not accept liquidated damages as a part of third party contracts.
5. Equipment will be invoiced (and payment expected according to ACF's Terms and Conditions) at the time of shipment or when ready to ship from point of origin. Delays by the buyer may result in storage fees and/or additional freight charges.
6. Completed equipment to be delivered to a 3rd party manufacturer for further fabrication will be invoiced upon shipment to the 3rd party manufacturer.
7. The warranty is that of the above-named manufacturer(s). Refer to the manufacturer's warranty statement for details. No special warranty is implied. The Manufacturer's warranty begins on the day of start-up or 6 months after shipment, whichever occurs first, not substantial completion. It is the contractor's responsibility to coordinate start-up along with the date of substantial completion.
8. If the generator set is not installed and ready for startup within 6 months of shipment it will require long term storage procedures. Please refer to the Operation and Maintenance Manual for such requirements. All costs related to long term storage is the responsibility of the purchaser. Failure to follow these procedures may void warranty and affect equipment operation. Contact ACF Standby Systems for assistance.
9. Additional sets of O&M manuals are available at an additional cost. The manufacturer's standard format shall apply. Custom O&M manuals will be available at an additional charge.
10. Startup services will not proceed until the buyer's account is current and in good standing.
11. Quotation does not include offloading, rigging, anchoring, installation, exhaust plumbing, exhaust insulation, fuel or permitting.
12. ACF Standby Systems is not responsible for testing of fuel tank(s) provided by any party. Fuel tank testing, as required by FDEP (Florida Department of Environmental Protection) Chapters 62-761 and 62-762, is the responsibility of the installing Contractor and Generator Permit Applicant. ACF Standby Systems LLC is not responsible for damages or costs incurred by any party, when a fuel tank is filled before field testing required under FDEP or testing mandated by a Local Inspector of Authority under FBC, is performed.
13. Pricing is subject to ACF Standby Systems' Payment Terms.

Terms and Conditions

This proposal is subject to ACF Terms and Conditions of Sale, attached.

Sincerely,

Zach Stewart

ACF Standby Systems, LLC / GENERAC Industrial Distributor
(352) 502-2718
z.stewart@acfpower.com

E3-22-466316-2-1

Acceptance of Quote

Prior to ordering equipment or services, please sign and return as a confirmation of the content of this proposal and the attached terms and conditions

Customer Signature

_____ PO# _____



Suwannee Court House

SWITCH SUBMITTAL

REVISION 1

Alfredo Engay
Sales Representative
Alfredo.EngayJr@ascopower.com
Tel # 9739662040

Suwannee Court House

Reference Quote: E3-22-466316-2-1
Sales Order: 2963098

Transfer Switch Details									
ATS NAME	QTY	AMPS/ POLES (VOLTS)	BYPASS	TRANSITION TYPE	CATALOG NUMBER	ACCESSORIES	OUTLINE DRAWING	WIRING DIAGRAM	BOM NUMBER
	1	1000 / 3 (208V)	NOT APPLICABLE	OPEN	H03AUSA31000CGXM	11BE,44G,73 CC1,119BG,1 19RA,134,135 L	754578-051	1001657	1486156
	1	N/A/ N/A (N/A)	NOT APPLICABLE	NOT APPLICABLE	Kit with ASCO 5140 (72EE) Quad-Ethernet Communications Module and DIN Rail - provides 4 ethernet ports for external communication, 2 CANBUS ports for ASCO device connectivity, remote webpage with email, and MODBUS TCP communications.	NOT APPLICABLE	-----	-----	948551
	1	N/A/ N/A (N/A)	NOT APPLICABLE	NOT APPLICABLE	5310 Annunciator Assy 1 CH. Connects directly to an Ethernet network. Connects directly to a transfer switch accessory 72EE/72EE2.	NOT APPLICABLE	-----	-----	827420

AIC Rating for Service Entrance Rated Units				
ATS NAME	Catalog Number	ATS Ampacity	Square D Breaker Model (Rating)	Fault Current Rating (480V)
	H3AUS/H3ADUS	1000-1200A	RJF(1000-1200A)	50kA

Suwannee Court House

Transfer Switch Details

#1	ATS	AMPS: 1000	QTY: 1
Product	: Series 300	Catalog Number	: H03AUSA31000CGXM,11BE,44G73CC1,119BG,119RA,134,135L
Service Voltage / Hz	: 208V/60Hz	Optional Accessories	: 134,11BE,44G,73CC1,119BG119RA,135L
Bypass Isolation	: Not Applicable	Product Description	: 300 Series, Automatic Service Entrance Transfer Switch
No. of Switched Poles	: 3	Neutral Configuration	: Solid [A]
Withstand Rating:	: See WCR table below	No. of Cables & Lug Size	: See Applicable Outline Drawing
Frame = H, Switch Rating = 1000, Series = 300			
Enclosure	: 3R(M)-UL Type 3R secure double door enclosure (See Disclaimer 3)	Service	: Three Phase, 4-wire
Extended Warranty	: Not Included	Markings	:

#	ACCESSORY DESCRIPTIONS	
	Accessory Code	Description
1	11BE	Adds the following features to the Group G controller: (1) Serial RS-485 Modbus Communications (2) Multi-Schedule Engine Exerciser (3) a 300 Entry Event Log and (4) a common alarm output function. When applied on 3-phase systems it also enables: (1) 3-Phase Emergency Source VLL sensing (2) Phase Rotation Monitoring (3) Emergency Source VLL Unbalance Monitoring.
2	44G	Strip heater w/ thermostat, wired to load terminals: 208-600 volts
3	73CC1	100KA----ASCO 430 series surge suppressor, 100kA per mode. Connected to Normal only 3 Phase 4 Wire Wye
4	119BG	120VAC shunt trip on normal source breaker.
5	119RA	0.4-0.45-0.5-0.6-0.63-0.7-0.8-1
6	134	100% Rated Breaker
7	135L	Power Meter on Load Side with CT

GENERAL NOTES

- FLOOR MOUNTED ENCLOSURE
TYPE 3R CONSTRUCTED FROM CODE GAUGE STEEL
FINISH: TYPE 3R, ANSI #1 GRAY POLYESTER SEMI GLOSS ELECTROSTATIC POWDER
TYPE 3R-X EXTERIOR CONSTRUCTED FROM CODE GAUGE STAINLESS STEEL
(R) EXTERIOR CONSTRUCTED FROM TYPE 304 STAINLESS STEEL
(S) EXTERIOR CONSTRUCTED FROM TYPE 316 STAINLESS STEEL
- EXTERIOR DOORS HAVE PADLOCKABLE HANDLES WITH 3-POINT LATCH
- DESIGNED FOR FRONT & REAR ACCESS
- RECOMMENDED CLEARANCES: FRONT 38" REAR 36"
- EXTERIOR VENTS ARE SUPPLIED WITH POLYESTER DUST FILTERS
- LIFTING PLATES: SECTIONS ARE SUPPLIED WITH LIFTING PLATES. INSPECT PLATES FOR DAMAGE AND TORQUE BOLTS TO 45 FT LBS BEFORE USE. REFER TO ANSI/NEMA PB 2.1 FOR PROPER HANDLING OF EQUIPMENT. AFTER INSTALLATION OF SECTION, REMOVE LIFTING PLATES. REINSTALL BOLTS INTO EXTERIOR HOLES AND TORQUE TO APPROXIMATELY 20 FT LBS

SYSTEM NOTES

- SYSTEM RATING: 1000 AMPS, 1200 AMPS
SHORT CIRCUIT RATING 50,000 RMS SYM @ 480V
THE EMERGENCY SOURCE MUST BE PROTECTED BY A REMOTE OVERCURRENT PROTECTION DEVICE AS LISTED ON THE MARKINGS ON THE TRANSFER SWITCH
- ALL BUS IS SILVER-PLATED COPPER, BASED ON 1000A PER SQ. IN. DENSITY
- GROUND: 20% RATED
- NEUTRAL: 100% RATED
- APPLICABLE LABEL(S): U.L. B91, SUITABLE ONLY FOR USE AS SERVICE EQUIPMENT.

TRANSFER SWITCH

- H FRAME AUTOMATIC TRANSFER SWITCH 1000A - 1200A
- TRANSFER SWITCH RATING: 1000 AMPS, 1200 AMPS.
SHORT CIRCUIT RATING WHEN PROTECTED BY A CIRCUIT BREAKER
TIME RESPONSE, MAXIMUM ODS SECONDS: 50,000 RMS SYM @ 480V.
SPECIFIC BREAKER RATING: 65,000 RMS SYM @ 480V.
- A FULL RATED NEUTRAL CONNECTION FOR EACH SOURCE AND THE LOAD IS OPTIONAL WHEN PROVIDED IT IS BY ONE OF THE FOLLOWING FORMATS:
A. SOLID NEUTRAL
B. SWITCHED NEUTRAL POLE
C. OVERLAPPING NEUTRAL POLE
- U.L. 1005

TERMINATIONS 1000A-1200A

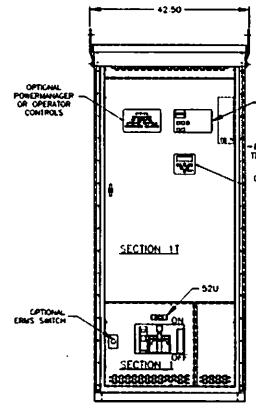
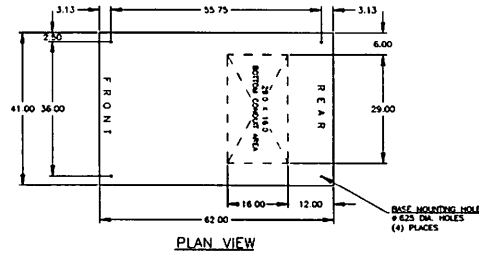
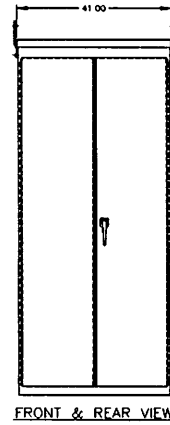
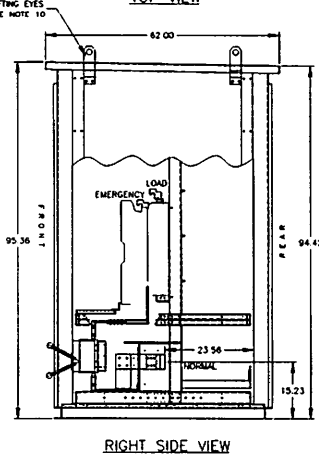
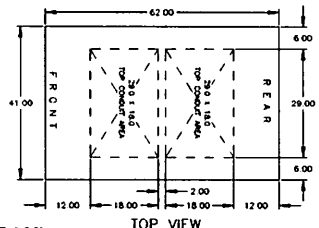
- SUPPLIED WITH MECHANICAL (SCREW TYPE) LUGS FOR CU/AL CABLE.
NORMAL: (4) 1/0 - 600CM PER PHASE & NEUTRAL
LOAD: (4) 1/0 - 600CM PER PHASE & NEUTRAL
EMERGENCY: (4) 1/0 - 600CM PER PHASE & NEUTRAL
GROUND: (12) 1/0 - 600CM
A. SUITABLE WIRE BENDING SPACE IS PROVIDED AS PER NEC.
- OPTIONAL LUGS MAY BE SUPPLIED.

CIRCUIT BREAKER: ITEM 52U

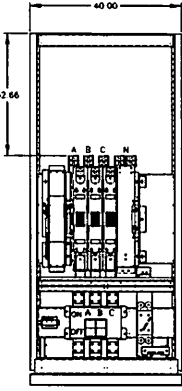
- SQUARE "D" 80% RATED TYPE "RUF", 3000AF/1000AT, 3000AF/1200AT, STATIONARY MOUNTED, MANUALLY OPERATED, WITH LONG DELAY, SHORT DELAY, INSTANTANEOUS AND GROUND FAULT TRIP SETTINGS. SHORT CIRCUIT RATING: AIC 65,000 RMS SYM @ 480V.
- OPTIONAL ENERGY REDUCTION MAINTENANCE SETTING SYSTEM MAY BE SUPPLIED.
- OPTIONAL 100% RATED
- U.L. 489

J	277317	MC	RN	2/19/78
H	241133	SC	RN	11/23/74
G	281928	RD	RN	10/27/76
F	233007	SC	RN	10/22/75
E	248043	MM	RN	
D	245413	RN		11-14-75
C	231263	DP	RN	1/14/79
B	218107	AE	RN	10/24/76
A	213340	RN		3-10-77

PROJECT NAME		MOUNTING	
OUTLINE		THIRD ANGLE PROJECTION	
HAUS, 1000A - 1200A, RUF SE BREAKER ON NORMAL		TYPE 3R/SR-X 41 X 62	
DRAWN BY		CHECKED BY	
DATE		DATE	
SCALE		SCALE	
SHEET NO.		SHEET NO.	
TOTAL SHEETS		TOTAL SHEETS	
ASCO POWER TECHNOLOGIES, L.P.		754578-051	
ALBUQUERQUE, NEW MEXICO 87102 U.S.A.		277317	

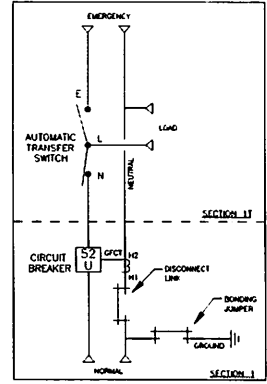


FRONT VIEW: 7000 SERIES WITHOUT EXTERIOR DOORS

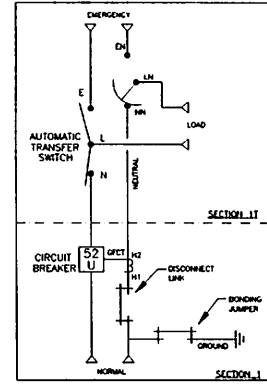


FRONT ELEVATION INTERIOR VIEW

ONE LINE DIAGRAMS



(WITH SOLID NEUTRAL)



(WITH SWITCHED/OVERLAPPING NEUTRAL)

D

C

B

A

D

C

B

A

THREE PHASE WIRING FOR ASCO® 300 SERIES TRANSFER SWITCHES TYPES H3ATS & H3NTS RATED 800, 1000 & 1200 AMPERES

GENERAL INFORMATION

THIS WIRING APPLIES TO 300 SERIES TRANSFER SWITCHES THAT UTILIZE THE "H" FRAME POWER TRANSFER SWITCH RATED 800-1200 AMPERES.

THE GROUP G CONTROLLER PROVIDES EITHER AUTOMATIC (03ATS) OR NON-AUTOMATIC (MANUAL) (H3NTS) OPERATION BASED ON ITS FACTORY SETTING ACCORDING TO THE CUSTOMER ORDER REQUIREMENTS.

THE TYPE OF TRANSFER SWITCH PROVIDED CAN BE DETERMINED FROM THE PRODUCT IDENTIFICATION MARKINGS LOCATED ON BOTH THE POWER TRANSFER SWITCH AND THE COVER OF THE GROUP G CONTROLLER.

ALL OPERATIONAL SETTINGS AND SEQUENCES OF THE GROUP G CONTROLLER AND ITS RELATED OPTIONAL ACCESSORIES (11P, 18R, 23G) ARE PROVIDED IN THE USER'S GUIDE.

ASCO GROUP G CONTROLLER FOR AUTOMATIC & NON-AUTOMATIC TRANSFER SWITCHES, PART NUMBER 381333-400.

INFORMATION FOR INSTALLATION AND TESTING OF THE TRANSFER SWITCH IS PROVIDED IN THE INSTALLATION MANUAL, ASCO 3ATS & 3NTS, H-DESIGN 800-1200 A TRANSFER SWITCHES, PART NUMBER 381333-400.

ENGINE CONTROL CONTACTS

FEATURE 7 & FEATURE 8
ONE SET OF FORM C CONTACTS "7" (FEAT. 7 1/2 C, FEAT. 8 N/O) THAT CHANGE POSITION ON EXPIRATION OF THE FEATURE 10, OVERIDE MOMENTARY NORMAL SOURCE OUTAGES TIME DELAY, AND RESET ON EXPIRATION OF THE FEATURE 2E ENGINE COOLDOWN TIME DELAY.

AN AUXILIARY CONTACT THAT IS CLOSED WHEN THE TRANSFER SWITCH IS CONNECTED TO THE EMERGENCY SOURCE IS CONNECTED ACROSS THE N/C CONTACT (FEATURE 7).

ALL ADDITIONAL SET OF ENGINE STARTING CONTACTS ARE AVAILABLE ON THE GROUP G CONTROLLER WHEN THE FEATURE SETTING OF THE CONTROLLER OUTPUT CONTACTS "OP1" IS SET TO OPERATE AS "7R2".

ADDITIONAL OPTIONAL ENGINE STARTING CONTACTS "7R2" ARE AVAILABLE WHEN OPTIONAL ACCESSORY 18RX (RELAY EXPANSION MODULE) IS INCLUDED IN THE TRANSFER SWITCH ASSEMBLY. OUTPUT CONTACTS "OP2" AND/OR "OP3" PROVIDE THE ENGINE STARTING FUNCTION WHEN THE FEATURE SETTING OF EACH IS SET TO OPERATE AS "7R2".

CONTACTS ARE RATED 5 AMPS RESISTIVE AT 30 VDC MAXIMUM, 100 mA AT 5 VDC MINIMUM.

REFER TO USER'S GUIDE, ASCO GROUP G CONTROLLER FOR AUTOMATIC & NON-AUTOMATIC TRANSFER SWITCHES, PART NUMBER 381333-400 FOR SETTING INFORMATION.

LOAD DISCONNECT FEATURE

FEATURE 31 - INCLUDES SUB-FEATURES 31F, 31G, 31H, 31J, 31K
A SET OF FORM C CONTACTS ARE PROVIDED ON THE GROUP G CONTROLLER AS "OP1" WHEN THE FEATURE SETTING OF "OP1" IS SET TO OPERATE THE CONTACTS AS FEATURE 31, THE TIME DELAY SETTINGS OF THE SUB-FEATURES ARE AVAILABLE.

"OP1" CAN BE SET TO OPERATE TO PROVIDE THE FOLLOWING FUNCTIONS USING THE TIME DELAY SETTINGS ASSOCIATED WITH EACH SUB-FEATURE:

- 31F - NORMAL TO EMERGENCY PRE-TRANSFER SIGNAL
- 31G - EMERGENCY TO NORMAL PRE-TRANSFER SIGNAL
- 31H - NORMAL TO EMERGENCY POST-TRANSFER SIGNAL
- 31J - EMERGENCY TO NORMAL POST-TRANSFER SIGNAL

THE "OP1" OUTPUT CONTACTS CHANGE POSITION FOLLOWING EACH OF THE ABOVE TIME DELAYS.

ADDITIONAL LOAD DISCONNECT CONTACTS "FEATURE 31" ARE AVAILABLE WHEN OPTIONAL ACCESSORY 18RX (RELAY EXPANSION MODULE) IS INCLUDED IN THE TRANSFER SWITCH ASSEMBLY. OUTPUT CONTACTS "OP2" AND/OR "OP3" WILL PROVIDE LOAD DISCONNECT FUNCTIONS WHEN THE FEATURE SETTING OF EACH IS SET TO OPERATE AS "FEATURE 31".

ALL OUTPUT CONTACTS ("OP1", "OP2", "OP3") SET TO OPERATE AS "FEATURE 31", SHARE THE COMMON TIME DELAY SETTINGS OF SUB-FEATURES 31F, 31G, 31H, AND 31J.

CONTACTS ARE RATED 5 AMPS RESISTIVE AT 30 VDC MAXIMUM, 100 mA AT 5 VDC MINIMUM.

REFER TO USER'S GUIDE, ASCO GROUP G CONTROLLER FOR AUTOMATIC & NON-AUTOMATIC TRANSFER SWITCHES, PART NUMBER 381333-400 FOR SETTING INFORMATION.

INPHASE TRANSFER FEATURE FOR LOAD TRANSFER

INPHASE TRANSFER CONTROL INITIATES AN INPHASE TRANSFER OF LOADS BETWEEN LIVE SOURCES. THIS IS USED TO PREVENT HAZARDOUS TRIPPING OF DISTRIBUTION CIRCUIT BREAKERS AND POSSIBLE DAMAGE TO MECHANICAL LOADS ASSOCIATED WITH OUT OF PHASE TRANSFER.

REFER TO USER'S GUIDE, ASCO GROUP G CONTROLLER FOR AUTOMATIC & NON-AUTOMATIC TRANSFER SWITCHES, PART NUMBER 381333-400 FOR SETTING INFORMATION.

SOURCE AVAILABILITY SIGNALS

SIGNALS INDICATING THE AVAILABILITY OF THE NORMAL & EMERGENCY SOURCES IS PROVIDED WHEN OPTIONAL ACCESSORY 18RX (RELAY EXPANSION MODULE) IS INCLUDED IN THE TRANSFER SWITCH ASSEMBLY. OUTPUT CONTACTS "7E" (EMERGENCY SOURCE AVAILABLE) AND "7E1" (NORMAL SOURCE AVAILABLE) CHANGE POSITION WHEN THE SOURCE IS ACCEPTABLE.

CONTACTS ARE RATED 5 AMPS RESISTIVE AT 30 VDC MAXIMUM, 100 mA AT 5 VDC MINIMUM.

COMMON ALARM & NOT IN AUTO SIGNALING FEATURES

A SET OF FORM C CONTACTS IS PROVIDED ON THE GROUP G CONTROLLER AS "OP1". THE FEATURE SETTING OF "OP1" CAN BE SET TO OPERATE THE CONTACTS AS A "NOT IN AUTO" SIGNAL.

WHEN "OP1" IS SET FOR "NOT IN AUTO", THE OUTPUT CONTACTS CHANGE POSITION WHEN THE TRANSFER IS BEING PERFORMED FROM TRANSFERRING TO THE EMERGENCY SOURCE (FEATURE 34B) OR THE TRANSFER SWITCH HAS BEEN SET FOR NON-AUTOMATIC (MANUAL) OPERATION.

WHEN OPTIONAL ACCESSORY 11BE "SOFTWARE BUNDLE" IS PART OF THE TRANSFER SWITCH ASSEMBLY, "OP1" MAY ALTERNATIVELY BE SET FOR A "COMMON ALARM" SIGNAL. THE OUTPUT CONTACTS CHANGE POSITION WHEN A "COMMON ALARM" IS NOT PRESENT AND RESET WHEN A "COMMON ALARM" CONDITION IS PRESENT. THE "COMMON ALARM" SIGNAL CONDITIONS ARE SELECTABLE.

ADDITIONAL "COMMON ALARM" AND "NOT IN AUTO" CONTACTS ARE AVAILABLE WHEN OPTIONAL ACCESSORY 18RX (RELAY EXPANSION MODULE) IS INCLUDED IN THE TRANSFER SWITCH ASSEMBLY. OUTPUT CONTACTS "OP2" AND/OR "OP3" WILL PROVIDE SIGNAL FUNCTIONS WHEN THE FEATURE SETTING OF EACH IS SET TO OPERATE AS "COMMON ALARM" OR "NOT IN AUTO".

CONTACTS ARE RATED 5 AMPS RESISTIVE AT 30 VDC MAXIMUM, 100 mA AT 5 VDC MINIMUM.

REFER TO USER'S GUIDE, ASCO GROUP G CONTROLLER FOR AUTOMATIC & NON-AUTOMATIC TRANSFER SWITCHES, PART NUMBER 381333-400 FOR SETTING INFORMATION.

EXTERNAL POWER SUPPLY COMPATIBILITY

USE OF AN EXTERNAL POWER SUPPLY IS USEFUL WHEN REQUIRED TO EXTEND THE FOLLOWING CONTROLLER TIME DELAYS BEYOND 6 SECONDS:

- FEATURE 10 - OVERRIDE MOMENTARY NORMAL SOURCE OUTAGES
- FEATURE 1F - OVERRIDE MOMENTARY EMERGENCY SOURCE OUTAGES

AN EXTERNAL POWER SUPPLY IS ALSO USEFUL WHEN THE TRANSFER SWITCH IS USED WITH COMMUNICATIONS FEATURES BY ENABLING THE CONTROLLER TO CONTINUE COMMUNICATING.

AN EXTERNAL POWER SOURCE MAY BE PROVIDED TO THE CONTROLLER, UNTIL THE NORMAL SOURCE OR EMERGENCY SOURCE IS AVAILABLE, BY USE OF:

- AN EXTERNAL 24 VDC POWER SUPPLY WITH ACCESSORY 18RX (RELAY EXPANSION MODULE) OR
- OPTIONAL ACCESSORY 11P (UNINTERRUPTIBLE POWER SUPPLY MODULE)

LOAD CURRENT METERING

WHEN OPTIONAL ACCESSORY 23GB IS PART OF THE TRANSFER SWITCH ASSEMBLY, THREE PHASE CURRENT MEASUREMENTS ARE AVAILABLE FOR DISPLAY ON THE GROUP G CONTROLLER.

REFER TO USER'S GUIDE, ASCO GROUP G CONTROLLER FOR AUTOMATIC & NON-AUTOMATIC TRANSFER SWITCHES, PART NUMBER 381333-400 FOR INFORMATION ON USE.

ADVANCED FUNCTION SOFTWARE BUNDLE

WHEN OPTIONAL ACCESSORY 11BE IS PART OF THE TRANSFER SWITCH ASSEMBLY, AN ADVANCED-FUNCTION SOFTWARE BUNDLE IS AVAILABLE TO PERFORM THE FOLLOWING FUNCTIONS:

- SERIAL COMMUNICATIONS (RS-485)
- PROGRAMMABLE ENGINE EXERCISER
- EVENT LOG
- COMMON ALARM SIGNAL CAPABILITY ON GROUP G CONTROLLER "OP1" OUTPUT.

(3 PHASE SENSING ONLY)

- 3 PHASE EMERGENCY SOURCE SENSING.
- PHASE ROTATION SENSING.
- EMERGENCY VOLTAGE UNBALANCE SENSING.

REFER TO USER'S GUIDE, ASCO GROUP G CONTROLLER FOR AUTOMATIC & NON-AUTOMATIC TRANSFER SWITCHES, PART NUMBER 381333-400 FOR INFORMATION ON THESE FUNCTIONS.

NON-AUTOMATIC (MANUAL) OPERATION

TRANSFER SWITCH ASSEMBLY FACTORY SET FOR NON-AUTOMATIC OPERATION PROVIDE USER INITIATED, ELECTRICAL OPERATION OF THE TRANSFER SWITCH TO EITHER AVAILABLE SOURCE THE TRANSFER SWITCH ASSEMBLY IS PHYSICALLY IDENTICAL TO THAT OF THE AUTOMATIC TYPE.

WHEN THE TRANSFER SWITCH IS SET FOR NON-AUTOMATIC OPERATION, A CUSTOMER PROVIDED SELECTOR SWITCH MAY BE USED TO OPERATE IT FROM A REMOTE LOCATION.

REMOTE CONTROL FEATURES

THE FOLLOWING CONTROL PANEL INPUTS PROVIDE REMOTE CONTROL FUNCTIONS FOR THE TRANSFER SWITCH. EACH FUNCTION CAN BE IMPLEMENTED BY THE CUSTOMER PROVIDING THE FORM OF CONTROL DESCRIBED. EACH CONTROL CONTACT MUST BE SUITABLE FOR A 5 VDC LOW ENERGY CIRCUIT.

EXTERNAL FEATURE 17: REMOTE TRANSFER TO EMERGENCY FEATURE (FOR AUTOMATIC TRANSFER TYPE ONLY) - REQUIRES A CUSTOMER SUPPLIED, NORMALLY CLOSED CONTACT. OPENING OF THE CONTACT CAUSES ENGINE START AND TRANSFER TO THE EMERGENCY SOURCE. RE-CLOSURE OF THE CONTACT ACTIVATES THE FEATURE 3A "RETRANSFER TO NORMAL (IF JUST TEST) TIME DELAY PRIOR TO RETRANSFER. IN THE EVENT THAT THE EMERGENCY SOURCE FAILS WHILE THE TRANSFER SWITCH IS CONNECTED TO EMERGENCY AND THE CUSTOMER SUPPLIED CONTACT IS OPEN, THE TRANSFER SWITCH WILL AUTOMATICALLY RETRANSFER TO THE NORMAL SOURCE.

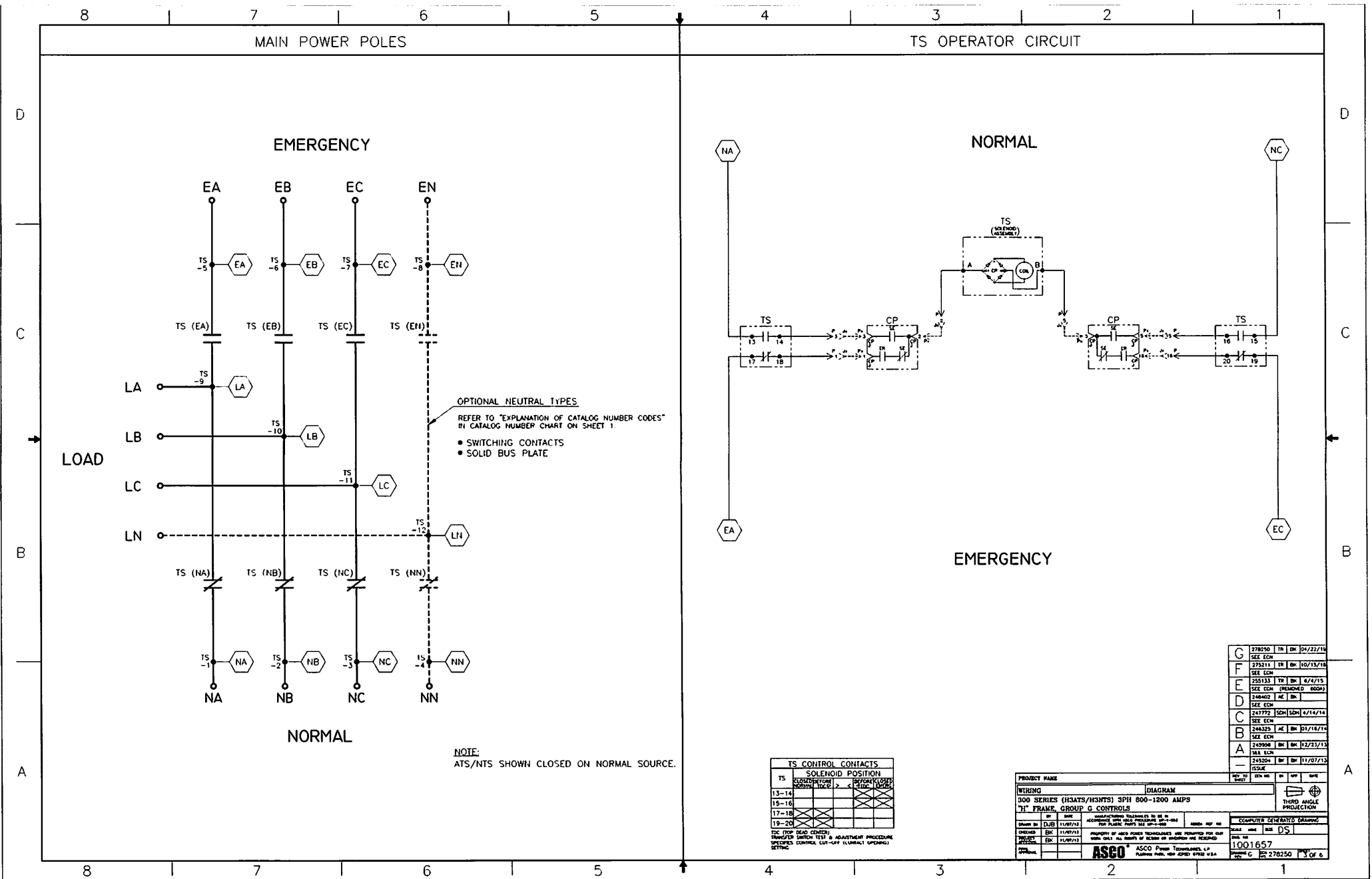
EXTERNAL FEATURE 6R: REMOTE BYPASS OF RETRANSFER TO NORMAL TIME DELAY - REQUIRES A CUSTOMER SUPPLIED, NORMALLY CLOSED CONTACT. OPENING OF THE CONTACT BYPASSES FEATURE 3A RETRANSFER TO NORMAL DELAY IF ACTIVE.

REFER TO USER'S GUIDE, ASCO GROUP G CONTROLLER FOR AUTOMATIC & NON-AUTOMATIC TRANSFER SWITCHES, PART NUMBER 381333-400 FOR SETTING INFORMATION.

NOTES

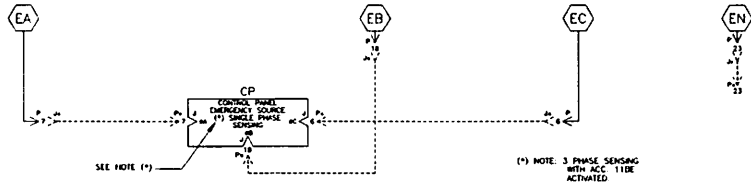
- SWITCH SHOWN DE-ENERGIZED CONNECTED TO NORMAL SOURCE.
- DEVICE SYMBOLS AND DESIGNATIONS ARE IN ACCORDANCE WITH NEMA PUB ICS 1, PART 1-101A.
- ALL WIRING IS #16 AWG, TINED, STRANDED COPPER UNLESS OTHERWISE INDICATED.
- O INDICATES CUSTOMER CONNECTION POINTS.
- INDICATES FACTORY CONNECTION POINTS.
- CONNECTION POINTS THAT HAVE BOTH CUSTOMER CONNECTIONS AND FACTORY CONNECTIONS ARE SHOWN OPEN AS CUSTOMER CONNECTION POINTS.
- THE TRANSFER UNIT IS MOUNTED ON THE BACK SIDE SURFACE OF THE ENCLOSURE THE CONTROL PANEL AND ANY OPTIONAL ACCESSORIES ARE MOUNTED ON THE INSIDE SURFACE OF THE DOOR.
- ALL OPERATOR'S MANUAL IS FURNISHED WITH EACH AUTOMATIC TRANSFER SWITCH. REFER TO THIS PUBLICATION PRIOR TO INSTALLATION AND OPERATION OF THE SWITCH.
- GROUND STRAP ON CONTROL PANEL IS AFFIXED TO CHASSIS (ENCLOSURE) AT LOWER LEFT CONTROL PANEL MOUNTING STUD.

TS	BASE CATALOG NUMBER		CATALOG NUMBER SUFFIXES		ENCLOSURE CODES		EXPLANATION OF CATALOG NUMBER CODES	
	TYPE	NEUTRAL TYPE	PHASE POLES	AMPS	VOLT CODE	CONTROLLER	OPTIONAL ACCESSORY	ENCLOSURE CODE
H	3ATS	A	B	800	H	J	G	A
				1000	K	J		
				1200	M	J		
					N	J		
					P	J		
					Q	J		
					R	J		
					S	J		
					T	J		
					U	J		
					V	J		
					W	J		
					X	J		
					Y	J		
					Z	J		
					AA	J		
					AB	J		
					AC	J		
					AD	J		
					AE	J		
					AF	J		
					AG	J		
					AH	J		
					AI	J		
					AJ	J		
					AK	J		
					AL	J		
					AM	J		
					AN	J		
					AO	J		
					AP	J		
					AQ	J		
					AR	J		
					AS	J		
					AT	J		
					AU	J		
					AV	J		
					AW	J		
					AX	J		
					AY	J		
					AZ	J		
					BA	J		
					BB	J		
					BC	J		
					BD	J		
					BE	J		
					BF	J		
					BG	J		
					BH	J		
					BI	J		
					BJ	J		
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					BN	J		
					BO	J		
					BP	J		
					BQ	J		
					BR	J		
					BS	J		
					BT	J		
					BU	J		
					BV	J		
					BW	J		
					BX	J		
					BY	J		
					BZ	J		
					CA	J		
					CB	J		
					CC	J		
					CD	J		
					CE	J		
					CF	J		
					CG	J		
					CH	J		
					CI	J		
					CJ	J		
					CK	J		
					CL	J		
					CM	J		
					CN	J		
					CO	J		
					CP	J		
					CQ	J		
					CR	J		
					CS	J		
					CT	J		
					CU	J		
					CV	J		
					CW	J		
					CX	J		
					CY	J		
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					DR	J		
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					DU	J		
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					DW	J		
					DX	J		
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					EP	J		
					EQ	J		
					ER	J		
					ES	J		
					ET	J		
					EU	J		
					EV	J		
					EW	J		
					EX	J		
					EY	J		
					EZ	J		
					FA	J		
					FB	J		
					FC	J		
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					FF	J		
					FG	J		
					FH	J		



EMERGENCY SOURCE CIRCUITS

EMERGENCY



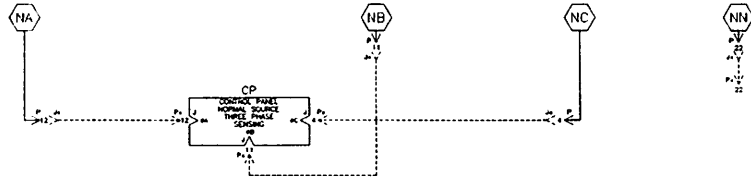
LOAD TERMINAL CIRCUITS

LOAD

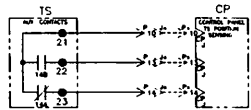


NORMAL SOURCE CIRCUITS

NORMAL



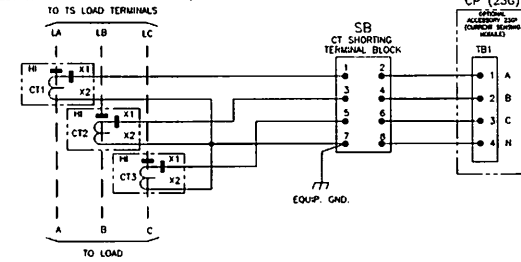
CONTROL CIRCUITS



ADDITIONAL CIRCUITS

OPTIONAL ACCESSORY 23GB (LOAD CURRENT METERING)

CURRENT TRANSFORMER RATIO TABLE	
SWITCH RATING	CT RATIO
800A	800/5A
1000A	1000/5A
1200A	1200/5A



G	278250	18	EN	04/22/14
F	278311	18	EN	10/12/14
E	255113	18	EN	02/12/13
D	244822	18	EN	02/14/14
C	244772	18	EN	02/14/14
B	244325	18	EN	01/16/14
A	244508	18	EN	12/23/13
	243204	18	EN	11/07/13
				ISSUE
				REV
				APP
				DATE

PROJECT NAME 300 SERIES (HSATS/HSNTS) 3PH 800-1200 AMPS
DIAGRAM 23" FRAME, GROUP G CONTROLS

WIRING 11/07/13
DATE 11/07/13
DESIGNED BY DJB
CHECKED BY BJK
PROJECT BJK
DATE 11/07/13

REVISIONS

NO.	DATE	DESCRIPTION
1	11/07/13	ISSUE FOR CONSTRUCTION

ASCO POWER TECHNOLOGIES, L.P.
 PLANO, TEXAS 75074 U.S.A.

1001657
 SHEET 4 OF 6

PHYSICAL DIAGRAM

ENCLOSURE

DOOR (INSIDE)

TS (TRANSFER SWITCH)
VIEW FROM INSIDE FRONT

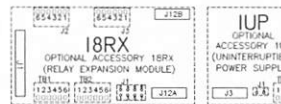
CP GROUP G CONTROLLER

OPTIONAL
ACC. 135L
POWER METER

OPTIONAL
ACCESSORY 23GB

OPTIONAL ACCESSORY 23GB
TO SB

TO FIRST OPTIONAL ACCESSORY
18RX (J12A OR J12B)
OR 1UP (J3)
[1UP MUST BE LAST ACCESSORY IN CHAIN]
USE CABLE PN 607761
FOR EACH CONNECTION.



BOTTOM DOOR (INSIDE)



DOOR HINGE

BONDING STRAP
PN 098323-019

STANDARD
EMERGENCY & LOAD OUT
OF THE TOP AND NORMAL
OUT THE BOTTOM

OPTIONAL
EMERGENCY OUT OF THE TOP
AND NORMAL & LOAD
OUT THE BOTTOM

OPTIONAL
ACCESSORY 23GB
WITH
OPTIONAL
BOTTOM LOAD

G	278250	TR	DK	04/22/19
F	279211	TR	DK	10/15/18
E	255133	TR	DK	6/4/15
D	248402	AE	DK	6/06/03
C	247772	SEH	SEH	6/11/14
B	248325	AE	DK	01/16/14
A	245939	DK	DK	12/23/13
	245204	DK	DK	11/07/13
				ISSUE
				REV. NO.

PROJECT NAME:		DIAGRAM	
300 SERIES (H3ATS/H3NTS) 3PH 800-1200 AMP'S			
"H" FRAME, GROUP G CONTROLS			
DESIGNED BY	DATE	PROPERTY OF ASCO POWER TECHNOLOGIES. USE PERMITTED FOR OUR WORK ONLY. ALL RIGHTS OF DESIGN ARE RESERVED.	SCALE
DRWN BY	DATE	ASCO POWER TECHNOLOGIES, LP FLORHAM PARK, NEW JERSEY 07932 U.S.A.	SIZE DS1
CHECKED BY	DATE		1001657
APPROVED BY	DATE		278250
			1 OF 6

Suwannee Court House

Transfer Switch Details

#2	ITEM		QTY: 1
Product Number : 948551		Description :	Kit with ASCO 5140 (72EE) Quad-Ethernet Communications Module and DIN Rail - provides 4 ethernet ports for external communication, 2 CANBUS ports for ASCO device connectivity, remote webpage with email, and MODBUS TCP communications.
Voltage :		Markings :	

Suwannee Court House

Transfer Switch Details

#3	ITEM		QTY: 1
Product Number : 827420		Description :	5310 Annunciator Assy 1 CH. Connects directly to an Ethernet network. Connects directly to a transfer switch accessory 72EE/72EE2.
Voltage :		Markings :	

Limited Warranty



Series 150, 200, 300 and 4000 Series Power Transfer Switches

This Warranty is given ONLY to purchasers who buy for commercial or industrial use in the ordinary course of each purchaser's business.

General:

ASCO Power Technologies, LP products and systems are in our opinion the finest available. We take pride in our products and are pleased you have chosen them. Under certain circumstances we offer with our products the following Twenty Four Month Limited Warranty Against Defects in Material and Workmanship.

Please read your Warranty carefully. This Warranty sets forth our responsibilities in the unlikely event of defect and tells you how to obtain performance under this Warranty.

TWENTY FOUR MONTH LIMITED WARRANTY AGAINST DEFECTS IN MATERIAL AND WORKMANSHIP ASCO PRODUCTS COVERED:

Product Description	Series	Catalog Code
Automatic Transfer Switch	150, 200	1ATS, 2ATS
	300	3ATS, 3ADTS
	4000	4ATS, 4ADTS, 4ACTS
Non Automatic Transfer Switch (Electrically Operated)	300	3NTS, 3NDTS
	4000	4NTS, 4NDTS, 4NCTS
Manual Transfer Switch	300	3MTS
Service Entrance Transfer Switch (SEATS)	300	3AUS, 3ADUS, 3APS, 3ARS
Power Transfer Load Center (PTLC)	300	300L
Quick Contact Panels	300	3QC

LIMITED WARRANTY:

ASCO warrants that the ATS will be free from defects in material and workmanship and will conform to ASCO's standard specifications for the ATS for a period of twenty four (24) months from date of product shipment from ASCO (the "Warranty Period"). This Limited Warranty does not extend to subsequent owners of the structure during the Warranty Period.

Terms of Warranty:

The foregoing Limited Warranty is conditioned upon User's compliance with the following:

1. The ASCO Power Transfer Switch is installed in accordance with ASCO specifications and state and local codes and standards by an electrician licensed in the state of installation.

2. The ASCO Power Transfer Switch is maintained in accordance with ASCO instructions and used under normal conditions for the purposes intended by ASCO.

All warranty field-related repairs, replacements or adjustments must be made by ASCO Services Inc. or its duly authorized representative.

Optional Available Extended Warranty

Optional extended warranty coverage may be purchased from ASCO for a specified fee at the time of the original sale. If purchased, warranty period shall be extended up to an additional thirty - six (36) months beyond the standard twenty - four (24) months to provide up to five (5) year coverage applicable to the above referenced products, except for 3AUS, 3APS, and 3ARS products where the warranty period for the circuit breaker shall be limited to 24 months from date of shipment from ASCO. The length of optional extended coverage shall be reflected on the ASCO invoice and/or order acknowledgement document.

Warranty Extends to First Purchaser for Use, Non-transferable:

This Warranty is extended to the first person, firm, association or corporation for whom the ASCO product specified herein is originally installed for use (the "User") in the fifty United States or Canada. This Warranty is not transferable or assignable without the prior written permission of ASCO.

Assignment of Warranties:

ASCO assigns to User any warranties which are made by manufacturers and suppliers of components of, or accessories to, the ASCO product and which are assignable, but ASCO makes NO REPRESENTATIONS as to the effectiveness or extent of such warranties, assumes NO RESPONSIBILITY for any matters which may be warranted by such manufacturers or suppliers and extends no coverage under this Warranty to such components or accessories.

Drawings, Descriptions:

ASCO warrants for the period and on the terms of the Warranty set forth herein that the ASCO product will conform to the descriptions contained in the certified drawings, if any, applicable thereto, to ASCO's final invoices, and to applicable ASCO product brochures and manuals current as of the date of product shipment ("Descriptions"). ASCO does not control the use of any ASCO product. Accordingly, it is understood that the Descriptions are NOT WARRANTIES OF PERFORMANCE and NOT WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE.

Warranty Claims Procedure:

Within a reasonable time, but in no case to exceed thirty (30) days, after User's discovery of a defect, User shall contact ascopowerwarranty@ascopower.com. Subject to the limitations specified herein, an ASCO Services field service representative will repair the non-conforming ASCO product warranted hereunder, without charge for parts, labor, or travel expenses. Warranty coverage will apply only after ASCO's inspection discloses the claimed defect and shows no signs of treatment or use that would void the coverage of this Warranty . All defective products and component parts replaced under this warranty become the property of

ASCO.

Warranty Performance of Component Manufacturers:

It is ASCO's practice, consistent with its desire to remedy Warranty defects in the most prompt and effective manner possible, to cooperate with and utilize the services of component manufacturers and their authorized representatives in the performance of work to correct defects in the product components. Accordingly, ASCO may utilize third parties in the performance of Warranty work, including repair or replacement hereunder, where, in ASCO's opinion, such work can be performed in less time, with less expense, or in closer proximity to the ASCO product.

Items Not Covered By Warranty:

THIS WARRANTY DOES NOT COVER DAMAGE OR DEFECT CAUSED BY misuse, improper application, wrong or inadequate electrical current or connection, negligence, inappropriate on site operating conditions, repair by non-ASCO designated personnel, accident in transit, tampering, alterations, a change in location or operating use, exposure to the elements, water, or other corrosive liquids or gases, Acts of God, theft or installation contrary to ASCO's recommendations or specifications, or in any event if the ASCO serial number has been altered, defaced, or removed.

THIS WARRANTY DOES NOT COVER shipping costs, installation costs, external circuit breaker resetting or maintenance or service items and further, except as may be provided herein, does NOT include labor costs or transportation charges arising from the replacement of the ASCO product or any part thereof or charges to remove or reinstall same at any premises of User.

REPAIR OR REPLACEMENT OF A DEFECTIVE PRODUCT OR PART THEREOF DOES NOT EXTEND THE ORIGINAL WARRANTY PERIOD.

THE PRODUCTS LISTED IN THIS WARRANTY ARE NOT FOR USE IN THE CONTROL AREA OR ANY REACTOR CONNECTED OR SAFETY APPLICATIONS OR WITHIN THE CONTAINMENT AREA OF A NUCLEAR FACILITY OR FOR INTEGRATION INTO MEDICAL DEVICES.

Limitations:

THIS WARRANTY IS IN LIEU OF AND EXCLUDES ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

USER'S SOLE AND EXCLUSIVE REMEDY IS REPAIR OR REPLACEMENT OF THE ASCO PRODUCT AS SET FORTH HEREIN.

IF USER'S REMEDY IS DEEMED TO FAIL OF ITS ESSENTIAL PURPOSE BY A COURT OF COMPETENT JURISDICTION, ASCO'S RESPONSIBILITY FOR PROPERTY LOSS OR DAMAGE SHALL NOT EXCEED THE NET PRODUCT PURCHASE PRICE.

IN NO EVENT SHALL ASCO ASSUME ANY LIABILITY FOR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES OF ANY KIND WHATSOEVER, INCLUDING WITHOUT LIMITATION LOST PROFITS, BUSINESS INTERRUPTION OR LOSS OF DATA, WHETHER ANY CLAIM IS BASED UPON



Suwannee Court House

SWITCH SUBMITTAL

REVISION 1

Alfredo Engay
Sales Representative
Alfredo.EngayJr@ascopower.com
Tel # 9739662040

Suwannee Court House

Reference Quote: E3-22-466316-2-1
Sales Order: 2963098

Transfer Switch Details									
ATS NAME	QTY	AMPS/ POLES (VOLTS)	BYPASS	TRANSITION TYPE	CATALOG NUMBER	ACCESSORIES	OUTLINE DRAWING	WIRING DIAGRAM	BOM NUMBER
	1	1000 / 3 (208V)	NOT APPLICABLE	OPEN	H03AJUSA31000CGXM	11BE,44G,73 CC1,119BG,1 19RA,134,135 L	754578-051	1001657	1486156
	1	N/A/ N/A (N/A)	NOT APPLICABLE	NOT APPLICABLE	Kit with ASCO 5140 (72EE) Quad-Ethernet Communications Module and DIN Rail - provides 4 ethernet ports for external communication, 2 CANBUS ports for ASCO device connectivity, remote webpage with email, and MODBUS TCP communications.	NOT APPLICABLE	-----	-----	948551
	1	N/A/ N/A (N/A)	NOT APPLICABLE	NOT APPLICABLE	5310 Annunciator Assy 1 CH. Connects directly to an Ethernet network. Connects directly to a transfer switch accessory 72EE/72EE2.	NOT APPLICABLE	-----	-----	827420

AIC Rating for Service Entrance Rated Units				
ATS NAME	Catalog Number	ATS Ampacity	Square D Breaker Model (Rating)	Fault Current Rating (480V)
	H3AJUS/H3ADUS	1000-1200A	RJF(1000-1200A)	50kA

Suwannee Court House

Transfer Switch Details

#1	ATS	AMPS: 1000	QTY: 1
Product	: Series 300	Catalog Number	: H03AUSA31000CGXM,11BE,44G 73CC1,119BG,119RA,134,135L
Service Voltage / Hz	: 208V/60Hz	Optional Accessories	: 134,11BE,44G,73CC1,119BG 119RA,135L
Bypass Isolation	: Not Applicable	Product Description	: 300 Series, Automatic Service Entrance Transfer Switch
No. of Switched Poles	: 3	Neutral Configuration	: Solid [A]
Withstand Rating:	: See WCR table below	No. of Cables & Lug Size	: See Applicable Outline Drawing
Frame = H, Switch Rating = 1000, Series = 300			
Enclosure	: 3R(M)-UL Type 3R secure double door enclosure (See Disclaimer 3)	Service	: Three Phase, 4-wire
Extended Warranty	: Not Included	Markings	:

#	ACCESSORY DESCRIPTIONS	
	Accessory Code	Description
1	11BE	Adds the following features to the Group G controller: (1) Serial RS-485 Modbus Communications (2) Multi-Schedule Engine Exerciser (3) a 300 Entry Event Log and (4) a common alarm output function. When applied on 3-phase systems it also enables: (1) 3-Phase Emergency Source VLL sensing (2) Phase Rotation Monitoring (3) Emergency Source VLL Unbalance Monitoring.
2	44G	Strip heater w/ thermostat, wired to load terminals: 208-600 volts
3	73CC1	100KA----ASCO 430 series surge suppressor, 100kA per mode. Connected to Normal only 3 Phase 4 Wire Wye
4	119BG	120VAC shunt trip on normal source breaker.
5	119RA	0.4-0.45-0.5-0.6-0.63-0.7-0.8-1
6	134	100% Rated Breaker
7	135L	Power Meter on Load Side with CT

GENERAL NOTES

- FLOOR MOUNTED ENCLOSURE
TYPE 3R CONSTRUCTED FROM CODE GAUGE STEEL
FINISH: TYPE 3R, ANSI #1 GRAY POLYESTER SEMI GLOSS ELECTROSTATIC POWDER
TYPE 3R4 EXTERIOR CONSTRUCTED FROM CODE GAUGE STAINLESS STEEL
(R) EXTERIOR CONSTRUCTED FROM TYPE 304 STAINLESS STEEL
(S) EXTERIOR CONSTRUCTED FROM TYPE 316 STAINLESS STEEL
- EXTERIOR DOORS HAVE PADLOCKABLE HANDLES WITH 3-POINT LATCH
- DESIGNED FOR FRONT & REAR ACCESS
- RECOMMENDED CLEARANCES: FRONT 38" REAR 36"
- EXTERIOR VENTS ARE SUPPLIED WITH POLYESTER DUST FILTERS
- LIFTING PLATES: SECTIONS ARE SUPPLIED WITH LIFTING PLATES. INSPECT PLATES FOR DAMAGE AND TORQUE BOLTS TO 45 FT LBS BEFORE USE. REFER TO ANSI/NEMA PB 2.1 FOR PROPER HANDLING OF EQUIPMENT AFTER INSTALLATION OF SECTION. REMOVE LIFTING PLATES REINSTALL BOLTS INTO EXTERIOR HOLES AND TORQUE TO APPROXIMATELY 20 FT LBS

SYSTEM NOTES

- SYSTEM RATING: 1000 AMPS, 1200 AMPS
SHORT CIRCUIT RATING 50,000 RMS SYM @ 480V
THE EMERGENCY SOURCE MUST BE PROTECTED BY A REMOTE OVERCURRENT PROTECTION DEVICE AS LISTED ON THE MARKINGS ON THE TRANSFER SWITCH
- ALL BUS IS SILVER-PLATED COPPER, BASED ON 1000A PER SQ. IN. DENSITY
- GROUND: 20% RATED
- NEUTRAL: 100% RATED
- APPLICABLE LABEL(S): U.L. #91, SUITABLE ONLY FOR USE AS SERVICE EQUIPMENT.

TRANSFER SWITCH

- H FRAME AUTOMATIC TRANSFER SWITCH 1000A - 1200A
- TRANSFER SWITCH RATING: 1000 AMPS, 1200 AMPS.
SHORT CIRCUIT RATING WHEN PROTECTED BY A CIRCUIT BREAKER
TIME RESPONSE, MAXIMUM 0.05 SECONDS: 50,000 RMS SYM @ 480V.
SPECIFIC BREAKER RATING 65,000 RMS SYM @ 480V
- A FULL RATED NEUTRAL CONNECTION FOR EACH SOURCE AND THE LOAD IS OPTIONAL.
WHEN PROVIDED IT IS #1 ONE OF THE FOLLOWING FORMATS:
A. SOLID NEUTRAL
B. SWITCHED NEUTRAL POLE
C. OVERLAPPING NEUTRAL POLE
- UL 1008

TERMINATIONS 1000A-1200A

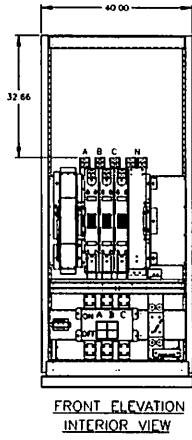
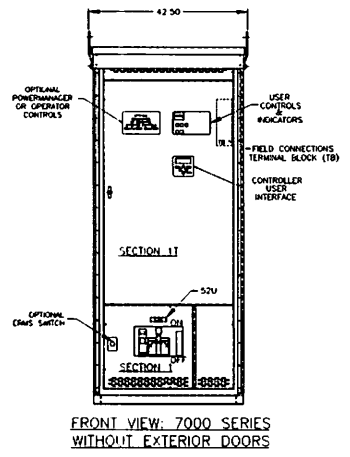
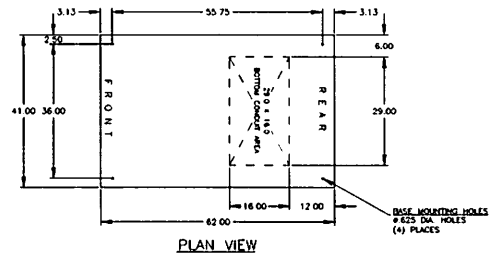
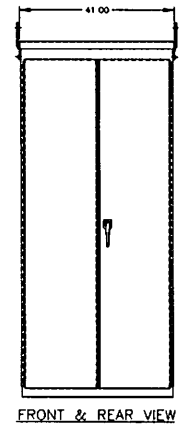
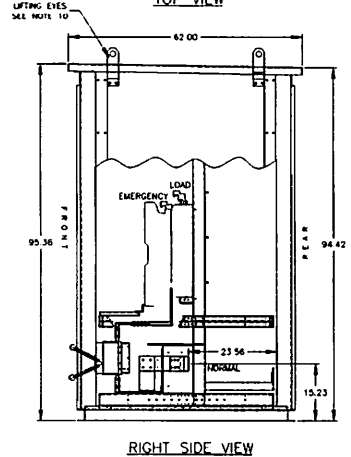
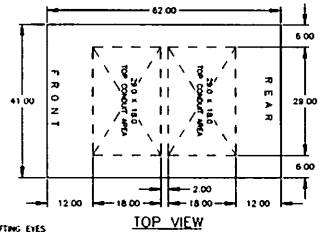
- SUPPLIED WITH MECHANICAL (SCREW TYPE) LUGS FOR CU/AL CABLE.
NORMAL: (4) 1/0 - 600MCM PER PHASE & NEUTRAL
LOAD: (4) 1/0 - 600MCM PER PHASE & NEUTRAL
EMERGENCY: (4) 1/0 - 600MCM PER PHASE & NEUTRAL
GROUND: (12) 1/0 - 600MCM
A. SUITABLE WIRE BENDING SPACE IS PROVIDED AS PER NEC.
- OPTIONAL LUGS MAY BE SUPPLIED.

CIRCUIT BREAKER: ITEM 52U

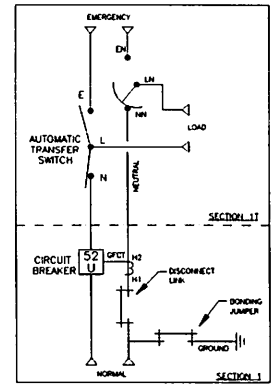
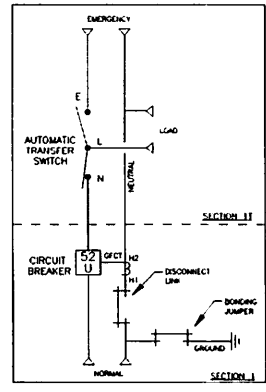
- SQUARE "D" 80% RATED TYPE "RJT", 3000AF/1000AT, 3000AF/1200AT,
STATIONARY MOUNTED, MANUALLY OPERATED,
WITH LONG DELAY, SHORT DELAY, INSTANTANEOUS AND GROUND FAULT TRIP SETTINGS.
SHORT CIRCUIT RATING: AC 65,000 RMS SYM @ 480V
- OPTIONAL ENERGY REDUCTION MAINTENANCE SETTING SYSTEM MAY BE SUPPLIED.
- OPTIONAL 100% RATED
- UL 489

J	277317	MC	REV	12/18/18
H	284333	BC	REV	11/23/16
G	241928	MC	REV	07/05/14
F	233087	SC	REV	02/11/15
E	248048	VAR	REV	
D	243413	REV		11-14-13
C	221263	DP	REV	1/1/10/08
B	218107	AC	REV	04/24/00
A	213340	REV		5-10-07

PROJECT NAME		MOUNTING	
HAUS, 1000A - 1200A, RIF SE BREAKER ON NORMAL		TYPE 3R/3R4, 96 X 41 X 82	
DATE	REV	DESCRIPTION	BY
PROPERTY OF ASCO POWER TECHNOLOGIES, INC. REPRODUCED FROM SHOP DRAWING. NO PARTS OR SECTION OF DRAWING ARE TO BE REPRODUCED WITHOUT WRITTEN PERMISSION OF ASCO POWER TECHNOLOGIES, INC.		COMPUTER GENERATED DRAWING	SCALE: 1/4" = 1"
ASCO Power Technologies, Inc.		754578-051	DS1
FLORHAM PARK, NEW JERSEY 07438 U.S.A.		REV J	REV 277317



ONE LINE DIAGRAMS



(WITH SOLID NEUTRAL)

(WITH SWITCHED/OVERLAPPING NEUTRAL)

THREE PHASE WIRING FOR ASCO® 300 SERIES TRANSFER SWITCHES TYPES H3ATS & H3NTS RATED 800, 1000 & 1200 AMPERES

GENERAL INFORMATION

THIS WIRING APPLIES TO 300 SERIES TRANSFER SWITCHES THAT UTILIZE THE "N" FRAME POWER TRANSFER SWITCH RATED 800-1200 AMPERES.

THE GROUP G CONTROLLER PROVIDES EITHER AUTOMATIC (DSATS) OR NON-AUTOMATIC (MANUAL) (H3NTS) OPERATION BASED ON ITS FACTORY SETTING ACCORDING TO THE CUSTOMER ORDER REQUIREMENTS.

THE TYPE OF TRANSFER SWITCH PROVIDED CAN BE DETERMINED FROM THE PRODUCT IDENTIFICATION MARKINGS LOCATED ON BOTH THE POWER TRANSFER SWITCH AND THE COVER OF THE GROUP G CONTROLLER.

ALL OPERATIONAL SETTINGS AND SEQUENCES OF THE GROUP G CONTROLLER AND ITS RELATED OPTIONAL ACCESSORIES (11UP, 1BRX, 23C) ARE PROVIDED IN THE USER'S GUIDE, ASCO GROUP G CONTROLLER FOR AUTOMATIC & NON-AUTOMATIC TRANSFER SWITCHES, PART NUMBER 381333-400.

INFORMATION FOR INSTALLATION AND TESTING OF THE TRANSFER SWITCH IS PROVIDED IN THE INSTALLATION MANUAL, ASCO DSATS & DSNTS, H-SECTION 800-1200 A TRANSFER SWITCHES, PART NUMBER 381333-405.

ENGINE CONTROL CONTACTS

FEATURE 7 & FEATURE 8
ONE SET OF FORM C CONTACTS "N" (FEAT. 7 N/C, FEAT. 8 N/O) THAT CHANGE POSITION ON EXHAUSTION OF THE FEATURE 7C, OVERRIPE MOMENTARY NORMAL SOURCE OUTAGES TIME DELAY, AND RESET ON EXHAUSTION OF THE FEATURE 2E ENGINE COOLDOWN TIME DELAY. AN ALARM CONTACT THAT IS CLOSED WHEN THE TRANSFER SWITCH IS CONNECTED TO THE EMERGENCY SOURCE, IS CONNECTED ACROSS THE N/C CONTACT (FEATURE 7).

ALL ADDITIONAL SETS OF ENGINE STARTING CONTACTS ARE AVAILABLE ON THE GROUP G CONTROLLER WHEN THE FEATURE SETTINGS OF THE CONTROLLER OUTPUT CONTACTS "OP1" IS SET TO OPERATE AS "N2".

ADDITIONAL OPTIONAL ENGINE STARTING CONTACTS "N2" ARE AVAILABLE WHEN OPTIONAL ACCESSORY 1BRX (RELAY EXPANSION MODULE) IS INCLUDED IN THE TRANSFER SWITCH ASSEMBLY. OUTPUT CONTACTS "OP2" AND/OR "OP3" PROVIDE THE ENGINE STARTING FUNCTION WHEN THE FEATURE SETTING OF EACH IS SET TO OPERATE AS "N2".

CONTACTS ARE RATED 5 AMPS RESISTIVE AT 30 VDC MAXIMUM, 100 mA AT 5 VDC MINIMUM. REFER TO USER'S GUIDE, ASCO GROUP G CONTROLLER FOR AUTOMATIC & NON-AUTOMATIC TRANSFER SWITCHES, PART NUMBER 381333-400 FOR SETTING INFORMATION.

LOAD DISCONNECT FEATURE

FEATURE 31, INCLUDES SUB-FEATURES 31F, 31G, 31H, 31I
A SET OF FORM C CONTACTS ARE PROVIDED ON THE GROUP G CONTROLLER AS "OP1" WHEN THE FEATURE SETTING OF "OP1" IS SET TO OPERATE THE CONTACTS AS "FEATURE 31". THE TIME DELAY SETTINGS OF THE SUB-FEATURES ARE AVAILABLE.

"OP1" CAN BE SET TO OPERATE TO PROVIDE THE FOLLOWING FUNCTIONS USING THE TIME DELAY SETTINGS ASSOCIATED WITH EACH SUB-FEATURE:

- 31F - NORMAL TO EMERGENCY PRE-TRANSFER SIGNAL
- 31G - EMERGENCY TO NORMAL PRE-TRANSFER SIGNAL
- 31H - NORMAL TO EMERGENCY POST-TRANSFER SIGNAL
- 31I - EMERGENCY TO NORMAL POST-TRANSFER SIGNAL

THE "OP1" OUTPUT CONTACTS CHANGE POSITION FOLLOWING EACH OF THE ABOVE TIME DELAYS.

ADDITIONAL LOAD DISCONNECT CONTACTS "FEATURE 31" ARE AVAILABLE WHEN OPTIONAL ACCESSORY 1BRX (RELAY EXPANSION MODULE) IS INCLUDED IN THE TRANSFER SWITCH ASSEMBLY. OUTPUT CONTACTS "OP2" AND/OR "OP3" WILL PROVIDE LOAD DISCONNECT FUNCTIONS WHEN THE FEATURE SETTING OF EACH IS SET TO OPERATE AS "FEATURE 31".

ALL OUTPUT CONTACTS ("OP1", "OP2", "OP3") SET TO OPERATE AS "FEATURE 31", SHARE THE COMMON TIME DELAY SETTINGS OF SUB-FEATURES 31F, 31G, 31H, AND 31I.

CONTACTS ARE RATED 5 AMPS RESISTIVE AT 30 VDC MAXIMUM, 100 mA AT 5 VDC MINIMUM.

REFER TO USER'S GUIDE, ASCO GROUP G CONTROLLER FOR AUTOMATIC & NON-AUTOMATIC TRANSFER SWITCHES, PART NUMBER 381333-400 FOR SETTING INFORMATION.

INPHASE TRANSFER FEATURE FOR LOAD TRANSFER

INPHASE TRANSFER CONTROL INITIATES AN INPHASE TRANSFER OF LOADS BETWEEN LINE SOURCES. THIS IS USED TO PREVENT TRIPBACK TRIPPING OF DISTRIBUTION CIRCUIT BREAKERS AND POSSIBLE DAMAGE TO MECHANICAL LOADS ASSOCIATED WITH OUT OF PHASE TRANSFER.

REFER TO USER'S GUIDE, ASCO GROUP G CONTROLLER FOR AUTOMATIC & NON-AUTOMATIC TRANSFER SWITCHES, PART NUMBER 381333-400 FOR SETTING INFORMATION.

SOURCE AVAILABILITY SIGNALS

SIGNALS INDICATING THE AVAILABILITY OF THE NORMAL & EMERGENCY SOURCES IS PROVIDED WHEN OPTIONAL ACCESSORY 1BRX (RELAY EXPANSION MODULE) IS INCLUDED IN THE TRANSFER SWITCH ASSEMBLY. OUTPUT CONTACTS "TNS" (EMERGENCY SOURCE AVAILABLE) AND "TNR" (NORMAL SOURCE AVAILABLE) CHANGE POSITION WHEN THE SOURCE IS ACCEPTABLE.

CONTACTS ARE RATED 5 AMPS RESISTIVE AT 30 VDC MAXIMUM, 100 mA AT 5 VDC MINIMUM.

LOAD CURRENT METERING

WHEN OPTIONAL ACCESSORY 230R IS PART OF THE TRANSFER SWITCH ASSEMBLY, THREE PHASE CURRENT MEASUREMENTS ARE AVAILABLE FOR DISPLAY ON THE GROUP G CONTROLLER.

REFER TO USER'S GUIDE, ASCO GROUP G CONTROLLER FOR AUTOMATIC & NON-AUTOMATIC TRANSFER SWITCHES, PART NUMBER 381333-400 FOR INFORMATION ON USE.

ADVANCED FUNCTION SOFTWARE BUNDLE

WHEN OPTIONAL ACCESSORY 11BE IS PART OF THE TRANSFER SWITCH ASSEMBLY, AN ADVANCED-FUNCTION SOFTWARE BUNDLE IS AVAILABLE TO PERFORM THE FOLLOWING FUNCTIONS:

- SERIAL COMMUNICATIONS (RS-485)
- PROGRAMMABLE ENGINE EXERCISER
- EVENT LOG
- COMMON ALARM SIGNAL CAPABILITY ON GROUP G CONTROLLER "OP1" OUTPUT.

(3 PHASE SENSING ONLY)

- 3 PHASE EMERGENCY SOURCE SENSING
- PHASE ROTATION SENSING
- EMERGENCY VOLTAGE UNBALANCE SENSING

REFER TO USER'S GUIDE, ASCO GROUP G CONTROLLER FOR AUTOMATIC & NON-AUTOMATIC TRANSFER SWITCHES, PART NUMBER 381333-400 FOR INFORMATION ON THESE FUNCTIONS.

COMMON ALARM & NOT IN AUTO SIGNALING FEATURES

A SET OF FORM C CONTACTS IS PROVIDED ON THE GROUP G CONTROLLER AS "OP1". THE FEATURE SETTING OF "OP1" CAN BE SET TO OPERATE THE CONTACTS AS A "NOT IN AUTO" SIGNAL.

WHEN "OP1" IS SET FOR "NOT IN AUTO", THE OUTPUT CONTACTS CHANGE POSITION WHEN THE TRANSFER IS BEING INHIBITED FROM TRANSFERRING TO THE EMERGENCY SOURCE (FEATURE 34B) OR THE TRANSFER SWITCH HAS BEEN SET FOR NON-AUTOMATIC (MANUAL) OPERATION.

WHEN OPTIONAL ACCESSORY 11BE "SOFTWARE BUNDLE" IS PART OF THE TRANSFER SWITCH ASSEMBLY, "OP1" MAY ALTERNATIVELY SET FOR A "COMMON ALARM" SIGNAL. THE OUTPUT CONTACTS CHANGE POSITION WHEN A "COMMON ALARM" IS NOT PRESENT AND RESET WHEN A "COMMON ALARM" CONDITION IS PRESENT. THE "COMMON ALARM" SIGNAL CONDITIONS ARE SELECTABLE.

ADDITIONAL "COMMON ALARM" AND "NOT IN AUTO" CONTACTS ARE AVAILABLE WHEN OPTIONAL ACCESSORY 1BRX (RELAY EXPANSION MODULE) IS INCLUDED IN THE TRANSFER SWITCH ASSEMBLY. OUTPUT CONTACTS "OP2" AND/OR "OP3" WILL PROVIDE SIGNAL FUNCTIONS WHEN THE FEATURE SETTING OF EACH IS SET TO OPERATE AS "COMMON ALARM" OR "NOT IN AUTO".

CONTACTS ARE RATED 5 AMPS RESISTIVE AT 30 VDC MAXIMUM, 100 mA AT 5 VDC MINIMUM. REFER TO USER'S GUIDE, ASCO GROUP G CONTROLLER FOR AUTOMATIC & NON-AUTOMATIC TRANSFER SWITCHES, PART NUMBER 381333-400 FOR SETTING INFORMATION.

EXTERNAL POWER SUPPLY COMPATIBILITY

USE OF AN EXTERNAL POWER SUPPLY IS USEFUL WHEN REQUIRED TO EXTEND THE FOLLOWING CONTROLLER TIME DELAYS BEYOND 6 SECONDS:

- FEATURE 1C - OVERRIDE MOMENTARY NORMAL SOURCE OUTAGES
- FEATURE 1F - OVERRIDE MOMENTARY EMERGENCY SOURCE OUTAGES

AN EXTERNAL POWER SUPPLY IS ALSO USEFUL WHEN THE TRANSFER SWITCH IS USED WITH COMMUNICATIONS FEATURES BY ENABLING THE CONTROLLER TO CONTINUE COMMUNICATING.

AN EXTERNAL POWER SOURCE MAY BE PROVIDED TO THE CONTROLLER, UNTIL THE NORMAL SOURCE OR EMERGENCY SOURCE IS AVAILABLE, BY USE OF:

- AN EXTERNAL 24 VDC POWER SUPPLY WITH ACCESSORY 1BRX (RELAY EXPANSION MODULE) OR
- OPTIONAL ACCESSORY 1UP (UNINTERRUPTIBLE POWER SUPPLY MODULE)

EXTERNAL 24 VDC POWER SUPPLY "1UP"

AN EXTERNAL 24 VDC POWER SUPPLY MAY BE USED TO POWER THE CONTROLLER WHEN ACCESSORY 1BRX (RELAY EXPANSION MODULE) IS INCLUDED IN THE TRANSFER SWITCH ASSEMBLY. OUTPUT CONTACTS "OP2" WILL PROVIDE EXTERNAL 24 VDC POWER SUPPLY FUNCTIONALITY WHEN ITS FEATURE SETTING IS SET TO OPERATE AS "NOT". ADDITIONALLY, JUMPERS MUST BE RECONFIGURED ON ACCESSORY 1BRX (RELAY EXPANSION MODULE) TO ENABLE THIS FUNCTION AS FOLLOWS:

- REMOVE JUMPERS "J1" 1-2 & "J1" 3-4
- CONNECT JUMPERS "J1" 5-7 & "J1" 6-8

THE OUTPUT CONTACTS CHANGE POSITION WHEN EITHER THE NORMAL SOURCE OR EMERGENCY SOURCE IS AVAILABLE AND RESET WHEN NEITHER SOURCE IS AVAILABLE. THE "OP2" N/C CONTACT SWITCHES CUSTOMER PROVIDED +24 VDC FROM THE EXTERNAL POWER SUPPLY TO THE CONTROLLER.

REFER TO USER'S GUIDE, ASCO GROUP G CONTROLLER FOR AUTOMATIC & NON-AUTOMATIC TRANSFER SWITCHES, PART NUMBER 381333-400 FOR SETTING INFORMATION.

ACCESSORY 1UP (UNINTERRUPTIBLE POWER SUPPLY): WHEN OPTIONAL ACCESSORY 1UP IS INCLUDED IN THE TRANSFER SWITCH ASSEMBLY, THE CONTROLLER IS PROVIDED WITH LIMITED RESERVE POWER (APPROXIMATELY 3 MINUTES).

LOAD CURRENT METERING

WHEN OPTIONAL ACCESSORY 230R IS PART OF THE TRANSFER SWITCH ASSEMBLY, THREE PHASE CURRENT MEASUREMENTS ARE AVAILABLE FOR DISPLAY ON THE GROUP G CONTROLLER.

REFER TO USER'S GUIDE, ASCO GROUP G CONTROLLER FOR AUTOMATIC & NON-AUTOMATIC TRANSFER SWITCHES, PART NUMBER 381333-400 FOR INFORMATION ON USE.

ADVANCED FUNCTION SOFTWARE BUNDLE

WHEN OPTIONAL ACCESSORY 11BE IS PART OF THE TRANSFER SWITCH ASSEMBLY, AN ADVANCED-FUNCTION SOFTWARE BUNDLE IS AVAILABLE TO PERFORM THE FOLLOWING FUNCTIONS:

- SERIAL COMMUNICATIONS (RS-485)
- PROGRAMMABLE ENGINE EXERCISER
- EVENT LOG
- COMMON ALARM SIGNAL CAPABILITY ON GROUP G CONTROLLER "OP1" OUTPUT.

(3 PHASE SENSING ONLY)

- 3 PHASE EMERGENCY SOURCE SENSING
- PHASE ROTATION SENSING
- EMERGENCY VOLTAGE UNBALANCE SENSING

REFER TO USER'S GUIDE, ASCO GROUP G CONTROLLER FOR AUTOMATIC & NON-AUTOMATIC TRANSFER SWITCHES, PART NUMBER 381333-400 FOR INFORMATION ON THESE FUNCTIONS.

NON-AUTOMATIC (MANUAL) OPERATION

TRANSFER SWITCH ASSEMBLIES FACTORY SET FOR NON-AUTOMATIC OPERATION PROVIDE USER INITIATED, ELECTRICAL OPERATION OF THE TRANSFER SWITCH TO EITHER AVAILABLE SOURCE. THE TRANSFER SWITCH ASSEMBLY IS PHYSICALLY IDENTICAL TO THAT OF THE AUTOMATIC TYPE.

WHEN THE TRANSFER SWITCH IS SET FOR NON-AUTOMATIC OPERATION, A CUSTOMER PROVIDED SELECTOR SWITCH MAY BE USED TO OPERATE IT FROM A REMOTE LOCATION.

REMOTE CONTROL FEATURES

THE FOLLOWING CONTROL PANEL INPUTS PROVIDE REMOTE CONTROL FUNCTIONS FOR THE TRANSFER SWITCH. EACH FUNCTION CAN BE IMPLEMENTED BY THE CUSTOMER PROVIDING THE FORM OF CONTROL DESCRIBED. EACH CONTROL CONTACT MUST BE SUITABLE FOR A 5 VDC LOW ENERGY CIRCUIT.

EXTERNAL FEATURE 17- REMOTE TRANSFER TO EMERGENCY FEATURE (FOR AUTOMATIC TRANSFER TYPE ONLY) - REQUIRES A CUSTOMER SUPPLIED, NORMALLY CLOSED CONTACT. OPENING OF THE CONTACT CAUSES ENGINE START AND TRANSFER TO THE EMERGENCY SOURCE. RE-CLOSURE OF THE CONTACT CAUSES THE FEATURE 3A "RETRANSFER TO NORMAL" (IF JUST TEST) TIME DELAY PRIOR TO RETRANSFER. IN THE EVENT THAT THE EMERGENCY SOURCE FAILS WHILE THE TRANSFER SWITCH IS CONNECTED TO EMERGENCY AND THE CUSTOMER SUPPLIED CONTACT IS OPEN, THE TRANSFER SWITCH WILL AUTOMATICALLY RETRANSFER TO THE NORMAL SOURCE.

EXTERNAL FEATURE 6B- REMOTE BYPASS OF RETRANSFER TO NORMAL TIME DELAY - REQUIRES A CUSTOMER SUPPLIED, NORMALLY CLOSED CONTACT. OPENING OF THE CONTACT BYPASSES FEATURE 3A RETRANSFER TO NORMAL DELAY IF ACTIVE.

REFER TO USER'S GUIDE, ASCO GROUP G CONTROLLER FOR AUTOMATIC & NON-AUTOMATIC TRANSFER SWITCHES, PART NUMBER 381333-400 FOR SETTING INFORMATION.

NOTES

- SWITCH SHOWN DE-ENERGIZED CONNECTED TO NORMAL SOURCE.
- DEVICE SYMBOLS AND DESIGNATIONS ARE IN ACCORDANCE WITH NEMA PUB ICS 1, PART 1-101A.
- ALL WIRING IS #16 AWG, TINNED, STRANDED COPPER UNLESS OTHERWISE INDICATED.
- Ø INDICATES CUSTOMER CONNECTION POINTS.
- Ø INDICATES FACTORY CONNECTION POINTS.
- CONNECTION POINTS THAT HAVE BOTH CUSTOMER CONNECTIONS AND FACTORY CONNECTIONS ARE SHOWN OPEN AS CUSTOMER CONNECTION POINTS.
- THE TRANSFER UNIT IS MOUNTED ON THE BACK INSIDE SURFACE OF THE ENCLOSURE. THE CONTROL PANEL AND ANY OPTIONAL ACCESSORIES ARE MOUNTED ON THE INSIDE SURFACE OF THE DOOR.
- AN OPERATOR'S MANUAL IS FURNISHED WITH EACH AUTOMATIC TRANSFER SWITCH. REFER TO THIS PUBLICATION PRIOR TO INSTALLATION AND OPERATION OF THE SWITCH.
- GROUND STRAP ON CONTROL PANEL IS AFFIXED TO CHASSIS (ENCLOSURE) AT LOWER LEFT CONTROL PANEL MOUNTING STUD.

TS FRAME	BASE CATALOG NUMBER		CATALOG NUMBER SUFFIXES		CATALOG TYPE	EXPLANATION OF CATALOG NUMBER CODES		ENCLOSURE CODES	
	CATALOG TYPE	NEUTRAL TYPE	PHASE POLES	AMPS		CONTROL	OPTIONAL ACCESSORY	ENCLOSURE CODE	NEUTRAL TYPE
H	DSATS	A	3	800	H	J	G	A	1
	DSNTS	B		1000	J	K			2
				1200	K	L			3
					L	M			4
					M	N			5
					N	O			6
					O	P			7
					P	Q			8
					Q	R			9
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									99
									100

CATALOG NUMBER 278250 IS CERTIFIED TO ASCO S.O.

DATE 11/27/13

FORM REV G

PRODUCT NAME 300 SERIES (HSATS/HSNTS) 3PH 800-1200 AMPS

WIRING DIAGRAM

TH FRAME, GROUP G CONTROLS

300 SERIES (HSATS/HSNTS) 3PH 800-1200 AMPS

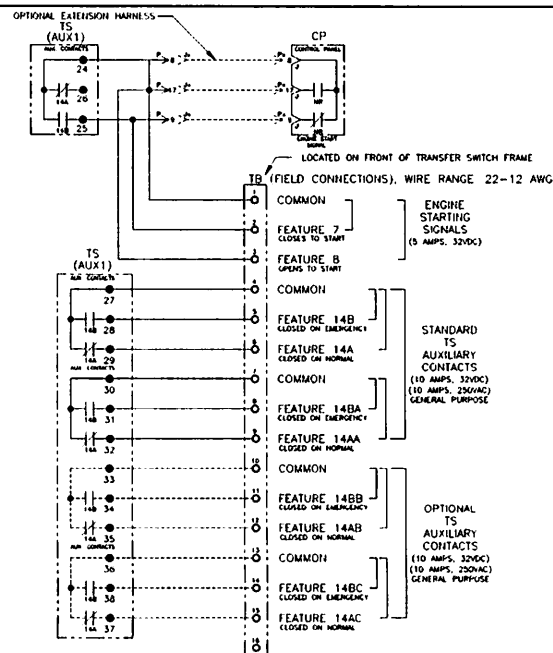
TH FRAME, GROUP G CONTROLS

ASCO Power Technologies, Inc. 1001657

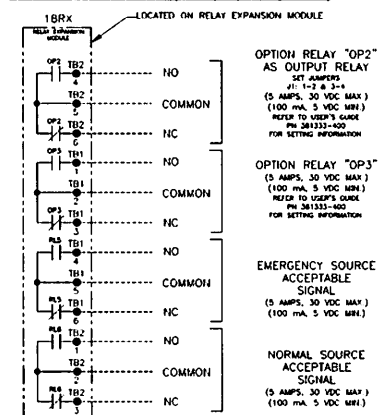
ASCO Power Technologies, Inc. 1001657

G	278250	TR	DR	04/22/14
F	278211	TR	DR	10/15/14
E	253133	TR	DR	6/2/15
D	248402	AC	DR	11/16/14
C	247772	SDM	SDM	4/16/14
B	248225	AC	DR	12/2/13
A	243999	DR	DR	12/2/13
	215204	DR	DR	11/27/13

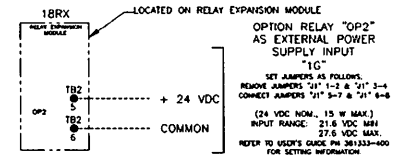
FIELD CONNECTIONS



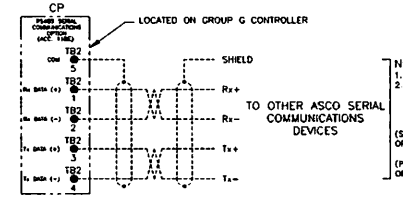
OPTIONAL ACCESSORY 1BRX (RELAY EXPANSION MODULE)



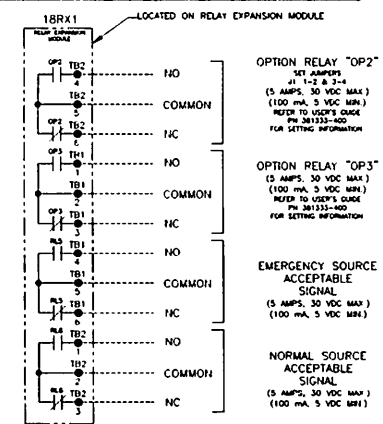
"OP2" OPTIONAL USES



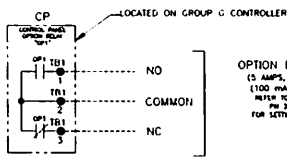
RS485 SERIAL COMMUNICATIONS OPTION



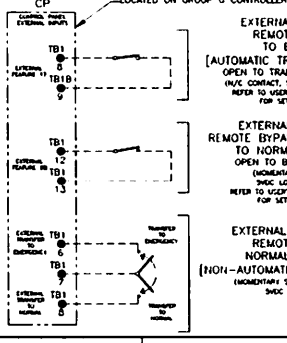
OPTIONAL ACCESSORY 1BRX1 (SECOND RELAY EXPANSION MODULE)



CONTROLLER OPTION RELAY "OP1" (STANDARD)

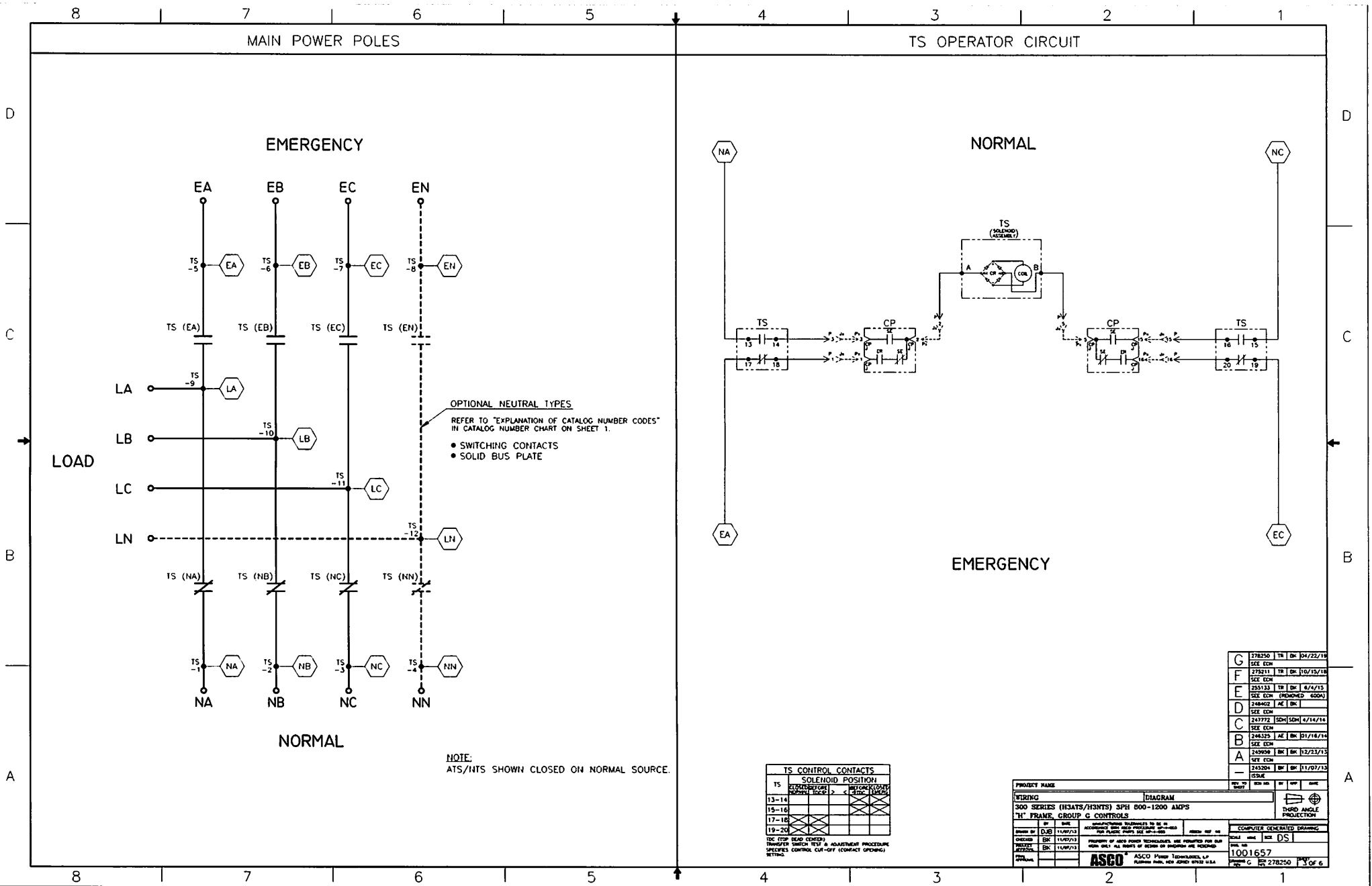


CONTROLLER REMOTE CONTROL FEATURES



REV	DATE	BY	CHKD	APP'D	DESC
G	07/20/10	TR	SK	SM/22/10	SEE ECU
F	2/23/11	TR	SK	10/13/10	SEE ECU
E	25/13/11	TR	SK	6/7/10	SEE ECU (REVISED 6004)
D	24/8/02	AC	SK		SEE ECU
C	24/7/02	SCM	SK	4/14/14	SEE ECU
B	24/6/02	AC	SK	01/11/10	SEE ECU
A	24/02/04	SK	SK	12/23/10	SEE ECU
	24/3/04	SK	SK	11/07/10	ISSUE

PROJECT NAME		DIAGRAM	
300 SERIES (H3ATS/H3HTS) 3PH 600-1200 AMPS			
T1 FRAME, GROUP G CONTROLS			
DESIGNED BY	DATE	APPROVED BY	DATE
CHKD BY	DATE	DATE	DATE
APP'D BY	DATE	DATE	DATE
ASCO Power Technologies, L.P.		1001657	
PLAZA PARK, 100 JONES ROAD, WILSON, NJ 07094		PROJECT C 278250	
TEL: 908.278.2500		PAGE 2 OF 6	



OPTIONAL NEUTRAL TYPES
 REFER TO "EXPLANATION OF CATALOG NUMBER CODES"
 IN CATALOG NUMBER CHART ON SHEET 1.

- SWITCHING CONTACTS
- SOLID BUS PLATE

NOTE:
 ATS/HTS SHOWN CLOSED ON NORMAL SOURCE.

TS CONTROL CONTACTS		SOLENOID POSITION	
TS	13-14	15-16	17-18
13-14			
15-16			
17-18			
19-20			

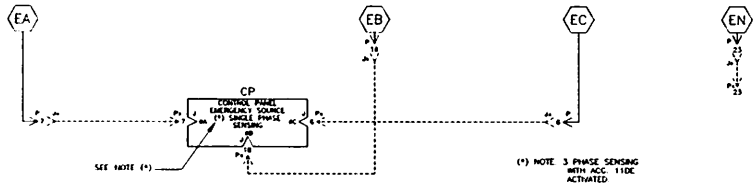
ISC STOP HEAD (EMERGENCY)
 TRANSFER CHECK TEST & ADJUSTMENT PROCEDURE
 SPECIFICS CONTROL CUT-OFF (CONTACT OPENING)
 RETURN

PROJECT NAME		DIAGRAM	
300 SERIES (HSATS/HSHTS) SPH 000-1200 AMPS			
"H" FRAME, GROUP G CONTROLS			
DESIGNED BY	CHKD BY	DATE	SCALE
DJB	EB	11/07/13	1:1
DRAWN BY	CHKD BY	DATE	SCALE
DJB	EB	11/07/13	1:1
PROPERTY OF ASCO POWER TECHNOLOGIES, INC. ALL RIGHTS RESERVED. NO PARTS OR SERVICES ARE TO BE FURNISHED WITHOUT THE WRITTEN AUTHORIZATION OF ASCO POWER TECHNOLOGIES, INC.		COMPUTER GENERATED DRAWING	
ASC POWER TECHNOLOGIES, INC. FLORHAM PARK, NEW JERSEY 07438 U.S.A.		1001657	
FORM C EN 278250		3 OF 6	

G	278250	TR	EN	04/22/10
F	278211	TR	EN	10/13/10
E	253133	TR	EN	04/15/10
D	248402	ME	EN	05/04/09
C	247772	SDH	SDH	4/14/14
B	246325	ME	EN	01/16/10
A	245908	EN	EN	12/23/13
-	245304	EN	EN	11/07/13

EMERGENCY SOURCE CIRCUITS

EMERGENCY



SEE NOTE (*)

(*) NOTE 3 PHASE SENSING WITH ACC. 110C ACTIVATED

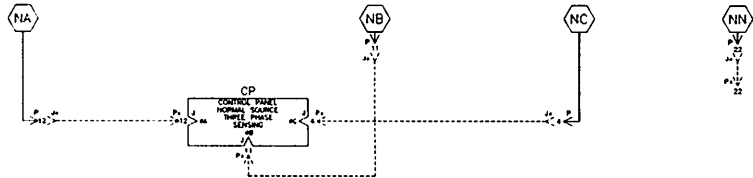
LOAD TERMINAL CIRCUITS

LOAD

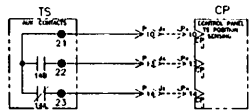


NORMAL SOURCE CIRCUITS

NORMAL



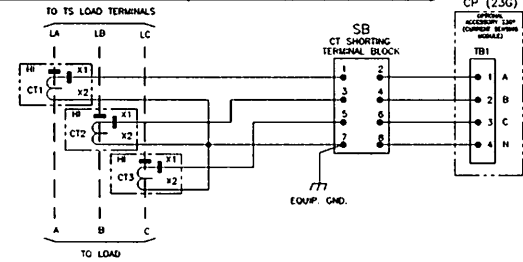
CONTROL CIRCUITS



ADDITIONAL CIRCUITS

OPTIONAL ACCESSORY 23GB (LOAD CURRENT METERING)

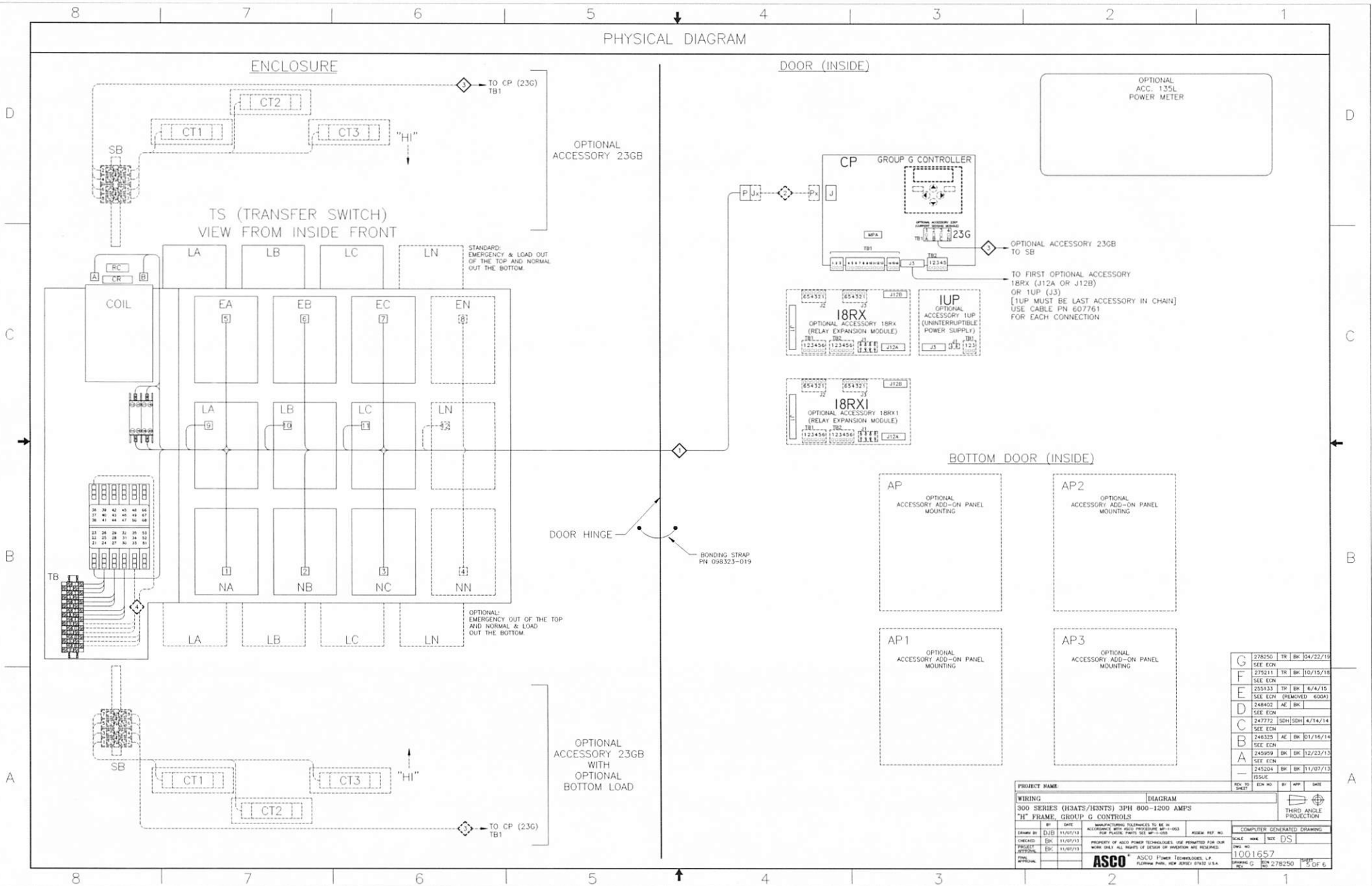
CURRENT TRANSFORMER RATIO TABLE	
SWITCH RATING	CT RATIO
500A	500/5A
1000A	1200/5A
1200A	1200/5A



G	278250	TR	BR	10/22/14	SEE ECH
F	275211	TR	BR	10/15/18	SEE ECH
E	275133	TR	BR	8/2/13	SEE ECH (REVISED 500A)
D	248402	AC	BR		SEE ECH
C	247772	SDH	SON	4/14/14	SEE ECH
B	248325	AC	BR	01/18/14	SEE ECH
A	247958	BR	BR	11/23/13	SEE ECH
	243204	BR	BR	11/07/13	IS/UK

PROJECT NAME		REV. NO.	REV. DATE	BY	APP.	DATE
WIRING DIAGRAM						
300 SERIES (H3ATS/H3NTS) SPH 800-1200 AMPS						
H FRAME, GROUP G CONTROLS						
DESIGNED BY	CHKD BY	DATE	APPROVED BY	DATE	APPROVED BY	DATE
DJB	BR	11/07/13	BR	11/07/13	BR	11/07/13
PROJECT	DATE	11/07/13	PROPERTY OF ASCO POWER TECHNOLOGIES, INC. REPRODUCED FOR OUR CUSTOMER'S USE ONLY. ALL RIGHTS OF SERVICE OR INVENTION ARE RESERVED.	1001657		
ASCO			ASCO Power Technologies, L.P. Platform Park, 800 278250 U.S.A.			
FORM G						4 OF 6

PHYSICAL DIAGRAM



C	278250	TR	BK	10/22/19
	SEE ECR			
F	275211	TR	BK	10/15/19
	SEE ECR			
E	255133	TR	BK	6/4/19
	SEE ECR (REVISED ESOA)			
D	248402	AZ	BK	
	SEE ECR			
C	247772	SCH	SCH	4/14/14
	SEE ECR			
B	248325	AZ	BK	01/16/14
	SEE ECR			
A	245959	BK	BK	12/23/13
	SEE ECR			
	245204	BK	BK	11/07/13
	ISSUE			

PROJECT NAME		DIAGRAM		REV NO	DATE
300 SERIES (HSATS/HSINTS) 3PH 800-1200 AMPS				BY	APP
"H" FRAME, GROUP G CONTROLS				DATE	
DESIGNED BY	DATE	REVISIONS	DESCRIPTIONS	SCALE	SHEET NO.
DRW	11/07/13	1	ASCO POWER TECHNOLOGIES TO BE IN ACCORDANCE WITH ASCO PROCEDURE MP-11-003 FOR FACILITY PANEL SEE MP-11-003	1:1	DS
CHKD	11/07/13	2	PROPERTY OF ASCO POWER TECHNOLOGIES. USE PERMITTED FOR OUR WORK ONLY. ALL RIGHTS OF DESIGN OR INVENTION ARE RESERVED.		
APPROV	11/07/13	3			
ASCO POWER TECHNOLOGIES, LP		1001657		COMPUTER GENERATED DRAWING	
FLORHAM PARK, NEW JERSEY 07423 USA		DRAWING NO.		DATE	
		278250		10/22/19	

WIRE RUN LISTING

HARNESS LOCATOR			
WIRE No.	HARNESS 713GB2 (P) MAIN TS	CLR	AWG
1	1P-1S-1		16
2	2P-2S-2		
3	3P-3S-3		
4	4P-4S-4		
5	5P-5S-5		
6	6P-6S-6		
7	7P-7S-7		
8	8P-8S-8		
9	9P-9S-9		
10	10P-10S-10		
11	11P-11S-11		
12	12P-12S-12		
13	13P-13S-13		
14	14P-14S-14		
15	15P-15S-15		
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323	323P-323S-323		
324	324P-324S-324		
325	325P		

Suwannee Court House

Transfer Switch Details

#2	ITEM		QTY: 1
Product Number : 948551		Description :	Kit with ASCO 5140 (72EE) Quad-Ethernet Communications Module and DIN Rail - provides 4 ethernet ports for external communication, 2 CANBUS ports for ASCO device connectivity, remote webpage with email, and MODBUS TCP communications.
Voltage :		Markings :	

Suwannee Court House

Transfer Switch Details

#3	ITEM		QTY: 1
Product Number : 827420		Description :	5310 Annunciator Assy 1 CH. Connects directly to an Ethernet network. Connects directly to a transfer switch accessory 72EE/72EE2.
Voltage :		Markings :	

Limited Warranty



Series 150, 200, 300 and 4000 Series Power Transfer Switches

This Warranty is given ONLY to purchasers who buy for commercial or industrial use in the ordinary course of each purchaser's business.

General:

ASCO Power Technologies, LP products and systems are in our opinion the finest available. We take pride in our products and are pleased you have chosen them. Under certain circumstances we offer with our products the following Twenty Four Month Limited Warranty Against Defects in Material and Workmanship.

Please read your Warranty carefully. This Warranty sets forth our responsibilities in the unlikely event of defect and tells you how to obtain performance under this Warranty.

TWENTY FOUR MONTH LIMITED WARRANTY AGAINST DEFECTS IN MATERIAL AND WORKMANSHIP ASCO PRODUCTS COVERED:

Product Description	Series	Catalog Code
Automatic Transfer Switch	150, 200	1ATS, 2ATS
	300	3ATS, 3ADTS
	4000	4ATS, 4ADTS, 4ACTS
Non Automatic Transfer Switch (Electrically Operated)	300	3NTS, 3NDTS
	4000	4NTS, 4NDTS, 4NCTS
Manual Transfer Switch	300	3MTS
Service Entrance Transfer Switch (SEATS)	300	3AUS, 3ADUS, 3APS, 3ARS
Power Transfer Load Center (PTLC)	300	300L
Quick Contact Panels	300	3QC

LIMITED WARRANTY:

ASCO warrants that the ATS will be free from defects in material and workmanship and will conform to ASCO's standard specifications for the ATS for a period of twenty four (24) months from date of product shipment from ASCO (the "Warranty Period"). This Limited Warranty does not extend to subsequent owners of the structure during the Warranty Period.

Terms of Warranty:

The foregoing Limited Warranty is conditioned upon User's compliance with the following:

1. The ASCO Power Transfer Switch is installed in accordance with ASCO specifications and state and local codes and standards by an electrician licensed in the state of installation.

2. The ASCO Power Transfer Switch is maintained in accordance with ASCO instructions and used under normal conditions for the purposes intended by ASCO.

All warranty field-related repairs, replacements or adjustments must be made by ASCO Services Inc. or its duly authorized representative.

Optional Available Extended Warranty

Optional extended warranty coverage may be purchased from ASCO for a specified fee at the time of the original sale. If purchased, warranty period shall be extended up to an additional thirty - six (36) months beyond the standard twenty - four (24) months to provide up to five (5) year coverage applicable to the above referenced products, except for 3AUS, 3APS, and 3ARS products where the warranty period for the circuit breaker shall be limited to 24 months from date of shipment from ASCO. The length of optional extended coverage shall be reflected on the ASCO invoice and/or order acknowledgement document.

Warranty Extends to First Purchaser for Use, Non-transferable:

This Warranty is extended to the first person, firm, association or corporation for whom the ASCO product specified herein is originally installed for use (the "User") in the fifty United States or Canada. This Warranty is not transferable or assignable without the prior written permission of ASCO.

Assignment of Warranties:

ASCO assigns to User any warranties which are made by manufacturers and suppliers of components of, or accessories to, the ASCO product and which are assignable, but ASCO makes NO REPRESENTATIONS as to the effectiveness or extent of such warranties, assumes NO RESPONSIBILITY for any matters which may be warranted by such manufacturers or suppliers and extends no coverage under this Warranty to such components or accessories.

Drawings, Descriptions:

ASCO warrants for the period and on the terms of the Warranty set forth herein that the ASCO product will conform to the descriptions contained in the certified drawings, if any, applicable thereto, to ASCO's final invoices, and to applicable ASCO product brochures and manuals current as of the date of product shipment ("Descriptions"). ASCO does not control the use of any ASCO product. Accordingly, it is understood that the Descriptions are NOT WARRANTIES OF PERFORMANCE and NOT WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE.

Warranty Claims Procedure:

Within a reasonable time, but in no case to exceed thirty (30) days, after User's discovery of a defect, User shall contact ascopowerwarranty@ascopower.com. Subject to the limitations specified herein, an ASCO Services field service representative will repair the non-conforming ASCO product warranted hereunder, without charge for parts, labor, or travel expenses. Warranty coverage will apply only after ASCO's inspection discloses the claimed defect and shows no signs of treatment or use that would void the coverage of this Warranty . All defective products and component parts replaced under this warranty become the property of

ASCO.

Warranty Performance of Component Manufacturers:

It is ASCO's practice, consistent with its desire to remedy Warranty defects in the most prompt and effective manner possible, to cooperate with and utilize the services of component manufacturers and their authorized representatives in the performance of work to correct defects in the product components. Accordingly, ASCO may utilize third parties in the performance of Warranty work, including repair or replacement hereunder, where, in ASCO's opinion, such work can be performed in less time, with less expense, or in closer proximity to the ASCO product.

Items Not Covered By Warranty:

THIS WARRANTY DOES NOT COVER DAMAGE OR DEFECT CAUSED BY misuse, improper application, wrong or inadequate electrical current or connection, negligence, inappropriate on site operating conditions, repair by non-ASCO designated personnel, accident in transit, tampering, alterations, a change in location or operating use, exposure to the elements, water, or other corrosive liquids or gases, Acts of God, theft or installation contrary to ASCO's recommendations or specifications, or in any event if the ASCO serial number has been altered, defaced, or removed.

THIS WARRANTY DOES NOT COVER shipping costs, installation costs, external circuit breaker resetting or maintenance or service items and further, except as may be provided herein, does NOT include labor costs or transportation charges arising from the replacement of the ASCO product or any part thereof or charges to remove or reinstall same at any premises of User.

REPAIR OR REPLACEMENT OF A DEFECTIVE PRODUCT OR PART THEREOF DOES NOT EXTEND THE ORIGINAL WARRANTY PERIOD.

THE PRODUCTS LISTED IN THIS WARRANTY ARE NOT FOR USE IN THE CONTROL AREA OR ANY REACTOR CONNECTED OR SAFETY APPLICATIONS OR WITHIN THE CONTAINMENT AREA OF A NUCLEAR FACILITY OR FOR INTEGRATION INTO MEDICAL DEVICES.

Limitations:

THIS WARRANTY IS IN LIEU OF AND EXCLUDES ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

USER'S SOLE AND EXCLUSIVE REMEDY IS REPAIR OR REPLACEMENT OF THE ASCO PRODUCT AS SET FORTH HEREIN.

IF USER'S REMEDY IS DEEMED TO FAIL OF ITS ESSENTIAL PURPOSE BY A COURT OF COMPETENT JURISDICTION, ASCO'S RESPONSIBILITY FOR PROPERTY LOSS OR DAMAGE SHALL NOT EXCEED THE NET PRODUCT PURCHASE PRICE.

IN NO EVENT SHALL ASCO ASSUME ANY LIABILITY FOR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES OF ANY KIND WHATSOEVER, INCLUDING WITHOUT LIMITATION LOST PROFITS, BUSINESS INTERRUPTION OR LOSS OF DATA, WHETHER ANY CLAIM IS BASED UPON

THEORIES OF CONTRACT, NEGLIGENCE, STRICT LIABILITY, TORT, OR OTHERWISE.

Miscellaneous:

NO SALESPERSON, EMPLOYEE OR AGENT OF ASCO IS AUTHORIZED TO ADD TO OR VARY THE TERMS OF THIS WARRANTY. Warranty terms may be modified, if at all, only in writing signed by an ASCO officer.

ASCO obligations under this Warranty are conditioned upon ASCO timely receipt of full payment of the product purchase price and any other amounts due. ASCO reserves the right to supplement or change the terms of this Warranty in any subsequent warranty offering to User or others.

In the event that any provision of this Warranty should be or becomes invalid and/or unenforceable during the warranty period, the remaining terms and provisions shall continue in full force and effect.

This Warranty shall be governed by, and construed under, the laws of the State of New Jersey, without reference to the conflict of laws principles thereof.

This Warranty represents the entire agreement between ASCO and User with respect to the subject matter herein and supersedes all prior or contemporaneous oral or written communications, representations, understandings or agreements relating to this subject.



Flexible Power Transfer Solutions for Commercial & Industrial Applications

ASCO Power Technologies™

ASCO SERIES 300
Power Transfer Switches



ascopower.com

Life Is On | **Schneider** Electric

ASCO SERIES 300 Automatic Transfer Switches

Power outages impact small and large facilities alike. ASCO SERIES 300 Automatic Transfer Switches offer rugged design and reliable performance to small and mid-size commercial and industrial facilities in packaged solutions that are easy to select, procure, install, and operate.

Every SERIES 300 generator transfer switch is engineered with ASCO's reliability expertise in a package that makes backup power accessible for small and mid-size facilities. Leveraging knowledge derived from a century of critical power transfer experience, each SERIES 300 is backed by the same ASCO technical support and service that solves the most demanding critical power challenges facing facilities today.

Product Details

[Transfer Switch Overview](#)

Power Knowledge

[Basic Automatic Transfer Switch Functions](#)

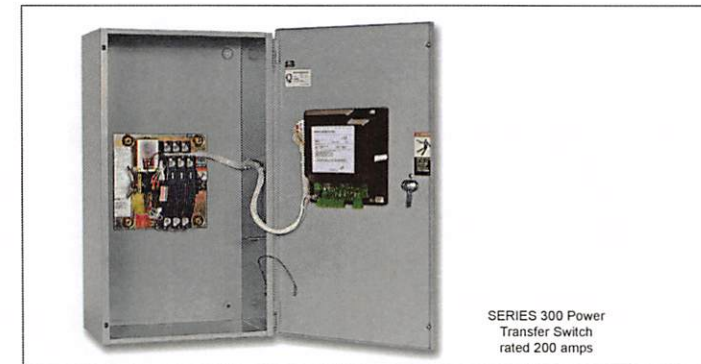
SERIES 300 Automatic Transfer Switches

Designed to Fit Anywhere

The ASCO SERIES 300 product line provides the most compact design of generator power transfer switches in the industry.

Available to mount on walls or floors, all models through 2000 amperes are designed to be completely front-accessible. This permits installation flush against walls while allowing installation of cabling and connections from the front of the switch. Cable entrance plates are standard on 1600 and 2000 amperes units; these allow use of optional side-mounted pull boxes for additional cable bending space.

- 30 through 3000 amperes in compact designs
- Up to 600 VAC, single or three phase
- Listed to UL 1008 - Standard for Safety - Transfer Switch Equipment
- True double-throw operation: The single solenoid design is inherently interlocked to prevent simultaneous connections of two power sources.
- Will not transfer to a dead source - single solenoid operator derives power from the destination source
- Easy-to-navigate 128x64 graphical LCD display with keypad provides LED indicators for switch position, source availability, not-in-auto mode, and alert conditions.
- Integrated, multilingual, user interface for configuration and monitoring
- Available Delayed Transition operation
- Non-automatic operation can be selected without opening enclosure door
- Optional Relay Expansion Module with extra relays for accessory outputs
- Soft keys for test function and time delay bypass
- Emergency source failure alert indication
- Optional Historical Event Log
- Displays statistical ATS monitoring information
- Built-in diagnostic functions
- Password protection to prevent unauthorized actions
- Adjustable delay feature prevents nuisance transfer due to momentary utility power outages and generator dips
- Auxiliary contacts signal position of main contacts - two for normal and two for emergency position
- Standard solid neutral terminals
- Restriction of Hazardous Substances (RoHS) compliant controller
- Standard 2 year warranty. Optional 1, 2, and 3 year extensions



ASCO's SERIES 300 lineup offers flexible backup power solutions for businesses of every size.

SERIES 300 Automatic Switching Solutions

Automatic and Non-Automatic Transfer Switching

ASCO Transfer Switches are available in both automatic and non-automatic types. Both are electrically operated. For automatic transfer switches, the controller initiates transfer between power sources. For non-automatic transfer switches, a user initiates transfer using local or remote controls.

SERIES 300 non-automatic transfer switches offer the following features:

- Models range from 30 through 3000 amperes, up to 600V
- Source acceptability lights inform operator when sources are available to accept load
- Controller prevents inadvertent operation under low voltage conditions
- Standard in-phase monitor for transferring motor loads between live sources



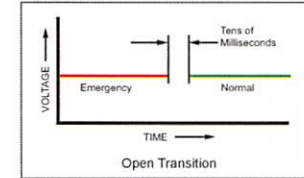
Power Knowledge

[Non-Automatic and Manual Transfer Switches for Backup Power Applications](#)

Open Transition Transfer Switching

ASCO Transfer Switches are available with a standard, 2-position, open transition models that reliably transfer loads in less than 100 milliseconds. Open transition switches are suitable for a wide range of applications.

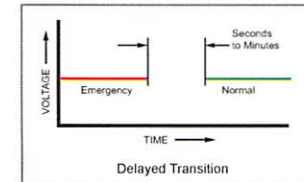
- 30 to 3000 amps
- Single-operator switching mechanism prevents simultaneous connection of both sources
- Available In-Phase Monitor can be activated for transferring motor loads



Delayed Transition Transfer Switching

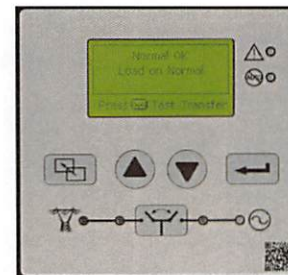
ASCO Delayed Transition Transfer Switches transfer loads between power sources using a timed load disconnect position with an adjustable delay.

- 150 through 3000 amps
- Reliable, field-proven, dual-solenoid operating mechanism
- Mechanical interlocks to prevent simultaneous connection of both power sources
- Adjustable delay for load disconnect - 0 to 5 minutes
- Non-automatic models available in manual operation configuration
- Automatic models available with load shed feature



SERIES 300 Group G Controller

The SERIES 300 Group G Controller is reliable and field-proven. It provides all of the voltage, frequency, control, timing, and diagnostic functions required for most emergency and standby power applications.



- Touch pad programming
- Displays active timers
- On-board diagnostics
- Password protection
- Voltage and frequency sensing
- Status and control functions

Power Knowledge

[Transition Mode Basics](#)

[Transferring Motor Loads between Power Sources](#)

[Transferring Loads with Zero Power Interruption](#)

Product Details

[Group G Controller](#)



Suwannee County Fire Rescue

13530 80th Terrace Live Oak, FL 32060

Eddie Hand, Fire Chief

Executive Summary

Objective:

Request approval to apply for a 100% Grant from Florida State Fire College.

Description:

Fire Rescue requests authorization to apply for a grant through the Florida State Fire College for 6 Thermal Imaging cameras and on-board chargers. We currently have older thermal imagers with outdated technology. One of the cameras quit working in the last month. These Thermal Imaging Cameras have the latest technology available to read temperatures and see in thick smoke to keep them safer and allow for much faster search of possible victims in a fire.

Requested Action:

We respectfully request Suwannee County Board of County Commissioners to approve this grant application in the amount of \$31,082 and Authorize the Fire Chief to Sign the on-line application upon approval.

Budget Impact:

This grant is 100% with no County match. There is No budget impact to the Fire Rescue Budget.

Respectfully submitted:

Dated: July 19, 2022

Eddie Hand
Fire Chief

A handwritten signature in blue ink, appearing to read "E.H.", is written over the printed name "Eddie Hand".

Agenda Item No. 18

Item:

Purchase Grasshopper Model 337 Zero turn mower for Landfill

Description:

At the 6/21/2022 BCC meeting the Board approved the purchase of a model 337 Grasshopper mower from Fueled Outdoors LLC. At the time the quotes were obtained, during June 2022, Ag Pro did not have the model available the County was seeking. Since that time, they obtained a mower that meets the County's specifications for \$13,100 which is approximately \$90 less than what was previously authorized. The price is quoted per FL State Contract ID: #25101900-21 -STC and the Ag Pro state contract is active.

Budget Impact: budgeted item

Requested Action:

Authorize the procurement of the mower from Ag Pro.

From: [Larry Robinson](#)
To: [Shannon Roberts](#)
Cc: [James T. Hingson](#)
Subject: GRASSHOPPER
Date: Wednesday, July 13, 2022 4:27:41 PM
Attachments: [image001.png](#)
[image002.png](#)
[image003.png](#)
[image004.png](#)
[image005.png](#)

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

QUOTE FOR (1) GRASSHOPPER 2022 MODEL 337 FUEL INJECTED ZERO TURN MOWER EQUIPED WITH A 72" MOWING DECK, BAR TREAD REAR TIRES , SOLID PUNCTURE RESISTANT FRONT TIRES, CANOPY ROOF WITH FAN KIT, GRAMMER SUSPENSION SEAT AND LIGHT KIT FOR THE PRICE OF \$13,100.00

Thank You,

Robbie Robinson | Equipment Sales
Ag-Pro Companies of Live Oak
442 72nd Trace NW
Live Oak, FL 32064
386-688-2169 c
386-362-1113 o



Strong on Service 

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.

Agenda Item No. 19

Item:

Authorize County Administrator to execute rental agreement to replace eight (8) motor graders for Public Works Department.

Description:

At the 5/3/2022 meeting, the Board decided to lease (6) CAT140 motor graders and purchase two (2) of the CAT140 units that were scheduled to be returned in Nov 2022. Additional cost information that was not previously available indicates it is economically advantageous for the County to lease two (2) additional units (for a total of 8 leased graders) versus buying the two (2) older/returning units.

Budget Impact: The proposed \$419, 567.84 annual lease cost for the new equipment will be incorporated into the FY2022-23 budget.

Requested Action:

Authorize County Administrator to modify the previous order to Ring Power for six (6) new heavy motor graders by adding two (2) additional units

Hours Utilization

Equipment	Hrs as of 6/27	Forecast Term End Hrs	Max Lease Hrs	Estimated Unused Hrs	Value of Unused Hrs	Avg Monthly Hrs	% Hrs Utilized
W9400305 - CAT 140	2,029	2,779	3000	221	\$ 5,774.59	115.79	93%
W9400301 - CAT 140	1,955	2,705	3000	295	\$ 7,708.17	112.71	90%
1,500	Lease Hours Per Year (2Yr term = 3,000 hrs)						
125	Average Hrs Use Per Month						

Cost Analysis

ORIGINAL 2020 CAT 140 GC Grader Lease -2 Yr Term					
Equipment	Lease	Warranty	Total Lease Pmt YR 1	Total Lease Pmt YR 2	Total 2yr Cost
W9400305 - CAT 140	\$ 33,664.07	\$ 5,530.00	\$ 39,194.07	\$ 39,194.07	\$ 78,388.14
W9400301 - CAT 140	\$ 33,664.07	\$ 5,530.00	\$ 39,194.07	\$ 39,194.07	\$ 78,388.14

Purchase to Own Lease w/1\$ Buyout for Returning CAT 140 CG Equipment							
Equipment	Residual Value	Buy Out Lease	Buy Out Warranty	Total Lease Pmt YR 3	Total Lease Pmt YR 4	Total Lease Pmt YR 5	Total Cost 3 More Years
W9400305 - CAT 140	\$ 165,000.00	\$ 58,224.75	\$ 14,735.00	\$ 72,959.75	\$ 72,959.75	\$ 72,959.75	\$ 218,879.25
W9400301 - CAT 140	\$ 165,000.00	\$ 58,224.75	\$ 14,735.00	\$ 72,959.75	\$ 72,959.75	\$ 72,959.75	\$ 218,879.25

Warranty Analysis

Premiere Warranty Coverage \$5,530 Per YR		Powertrain & Hydraulic Only								\$14,753 Per
		YR								
3,000 Hours (2 Yrs)		7,000 Hours (7 Yrs)								
YR 1 (1,500 HRS)	YR 2 (1,500 HRS)	YR 3	YR 4	YR 5	YR 6	YR 7	YR 8	YR 9	YR 10 (1,000 HRS)	
Total Machine Coverage		Power Train & Hydraulic Only Coverage								
Quarterly maintenance		Powertrain (Engine, transmission, torque/transfer and drive train)								
Fluid sampling & analysis		Hydraulic (Steering and implement controls, pumps, valves, actuators, cylinders and hoses)								
Parts/labor										
Powertrain (all)		Items Not Covered								
Hydraulics (all)		Quarterly maintenance								
Technology (all)		Fluid sampling & analysis								
Steering & suspension		Parts/labor								
Electronics		Technology/electronics (displays, sensors, cables, ECM, comp software, lights)								
Braking		Steering & suspension (logic module, linkage, control valves and cylinder)								
Cab		Cab (steering, gauge/indicators, circuits, wiring, switches/breakers, fuses)								
Trip Fee/Mileage Covered		Trip Fee/Mileage								
		Electrical/instruments								
Items Not Covered		Normal wear/tear								
Normal wear/tear		Damage								
Damage										

Agenda Item No. 20

Presentation of Suwannee Safe app to be used for public safety.
(Chris Volz, Deputy Director, Emergency Director)

Agenda Item No. 21

Discuss, with possible Board action, offers on surplus property located on 112th Street Parcel ID No. 12-03S-13E-08610-000000.
(Randy Harris, County Administrator)

Tabulation Results: Rec. No. 46 120 acres on 112th St
Parcel# 12-03S-13E-08610-000000

	Offer 1	Offer 2	Offer 3	Offer 4
Buyer(s)				
Offer Price	\$490,000.00	\$630,000.00	\$450,000.00	\$601,000.00
Est. Net	\$460,600.00	\$592,200.00	\$423,000.00	\$564,940.00
Cash	No	Yes	Yes	Yes
Financing (Type) / Prequal Sent	USDA Loan	.	.	.
Escrow	\$5,000.00	\$10,000.00	\$5,000.00	\$6,000.00
Escrow-Additional
Inspection Days	21	0	0	13
Closing Date	90 Days	Other see notes	30 days	15-Aug
Seen the property	Yes	Yes	Yes	Yes
Comments added:		Closing: Buyer will order Survey ASAP and will close as soon as it is completed.		Buyer will use 1031 exchange for purchase and may assign contract
Office:	Poole	Poole	Poole	United County - Lands of North Florida

120.00 Acre

Board established base offer of \$5,250.00 Per Acre

120 acre at 5,250 per acre = \$630,000.00

Agenda Item No. 22

Discuss, with possible Board action, a proposal from Liberty Partners Consulting.



July 5, 2022

The Honorable Franklin White
Chairman, Board of County Commissioners
Suwannee County
13150 80th Terrace
Live Oak, FL 32060

Dear Chairman White:

We would like to thank the Suwannee County Commission for their confidence in Liberty Partners of Tallahassee, LLC (FEI/EIN #271494189). We are pleased to provide governmental consulting services for your consideration.

2022-23 CONTRACT FOR PROFESSIONAL SERVICES

1. *Client; Scope of Services.* Our client in this matter will be the Suwannee County Board of County Commissioners (the "Organization"). We will be engaged to advise the Organization in connection with researching, writing, securing and management and compliance of state-related grant funding opportunities detailed in **Attachment A**.
2. *Term of Engagement.* The term of the engagement will be for six (6) months beginning on August 1, 2022 and ending on January 31, 2023 after which both parties will revisit the contract terms. It is not the intent of either the Organization or the firm to terminate this contract prior to January 31, 2023, but either of us may terminate the engagement for cause by a 30-day written notice. In the event that we terminate the engagement, we will take such steps as are reasonably practicable to protect the Organization's interests in the above matter and, if you so request, we will suggest to you a possible successor firm and provide it with whatever papers you have provided to us. Unless previously terminated, our representation of the Organization will terminate upon our sending you a final statement for services rendered in this matter. Following such termination, otherwise non-public information you have supplied to us which is retained by us will be kept confidential. At your request, your papers and property will be returned to you promptly upon receipt of payment for outstanding fees and costs.

3. *Fees.* Based on the scope of services outlined in **Attachment A**, these services shall be retained at a rate of:

STRATEGIC PLANNING AND GRANT RESEARCH: For the first six (6) months, the proposed \$2,500 monthly fee will be waived.

GRANT WRITING: 1% of total grant application amount. Should the grant prohibit a grant writing fee, the firm and the County shall discuss the fee for grant writing on a case-by-case basis.

PROJECT MANAGEMENT AND GRANT COMPLIANCE: The fee for this service is 5% of the amount of the grant award or maximum allowable under the grant award – whichever is greater.

Full payment is due promptly upon receipt of our statement. If this statement remains unpaid for more than 30 days, we may cease performing services for you until arrangements satisfactory to us have been made for payment of outstanding statements and the payment of future fees.

4. *Conflicts.* As we have discussed, you are aware that the firm represents many other companies, organizations and individuals. It is possible that during the time that we are representing the Organization, some of our present or future clients will have disputes or transactions with the Organization. The Organization agrees that we may continue to represent or may undertake in the future to represent existing or new clients in any matter that is not substantially related to our scope of services outlined in **Attachment A** even if the interests of such clients in those other matters are directly adverse to you. You should know that, in similar engagement letters with many of our other clients, we have asked for similar agreements to preserve our ability to represent you.

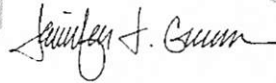
5. *Confidentiality.* From time to time, the firm may be provided with non-public or proprietary information related to the Organization in order to assist the firm in performing the services outlined in this contract. All such information, whether provided orally or in writing, shall be considered confidential unless subject to disclosure under Florida public records laws. The firm agrees not to disclose any such information to any person without your prior written consent and will provide prompt notice to you of any judicial or quasi-judicial demand for such information.

6. *Client Responsibilities.* The Organization agrees to cooperate fully with us and to provide promptly all information known or available to you relevant to our engagement as well as furnishing the firm with any forms required by the Organization to comply with Florida procurement laws. The Organization agrees to provide the firm with all pertinent information to draft the grant application, to sign off on final grant applications before submission, designating the firm as the point of contact for each grant application, as appropriate, to maintain the role of awardee for all grant applications and adhere to any requirements as such. You also agree to pay our statements for services and expenses in accordance with paragraph 3.

7. *Staffing.* I will be the primary contact for this engagement along with Tim Parson, Vice President. As needed, we will engage other members of our firm including our Director of Grants Management, Director of Governmental Affairs or any other staff or consultants needed to fulfill the services outlined in this engagement.

Please do not hesitate to contact me at (850) 528-8809 should you have any questions regarding the terms of our engagement. If you are in agreement with these provisions, please sign the contract and return it to my attention: Liberty Partners of Tallahassee, LLC, P. O. Box 390, Tallahassee, FL 32302.

Sincerely,



Jennifer J. Green, CAE, DPL

AGREED TO AND ACCEPTED:

Suwannee County

Liberty Partners of Tallahassee, LLC

By: _____
Randy Harris
County Administrator

By: _____
Jennifer J. Green, CAE, DPL
President & Owner

Date: _____

Date: _____

Attachment A

1. STRATEGIC PLANNING AND GRANT RESEARCH

This service includes holding initial discussions with Commissioners and staff to determine the priority projects for the County while keeping in mind the attractiveness of funders to regional or cooperative projects. This planning would also include discussions with the County's lobbyist to determine past and future appropriations projects and leveraging current funding as a match to other state grants. Key steps include:

- Identifying potential grant opportunities and determining eligibility requirements, deadline for application, timeline for funding and evaluating matching requirements, if any.
- Assisting in the development of a list of priorities and specific project funding requests (grants) for programs and priorities on the County's capital improvement plan.
- Identifying which of these priorities and specific project funding requests should be addressed at a particular agency and assist in developing written material on each request detailing the project scope, budgetary impact and the funding request amount.
- Researching, identifying and recommending potential state grant or funding opportunities appropriate for the County including those related to economic development and infrastructure.

For the first six (6) months of this engagement, the fee for these services will be waived.

2. GRANT WRITING:

This service includes coordinating with, and gathering information from, County vendors or staff such as engineers, planning departments or finance departments and having pre-application discussions with the awarding agencies prior to grant submission. Those agencies include, but are not limited to, the Florida Department of Economic Opportunity, Florida Department of Environmental Protection, Florida Department of State, Florida Department of Transportation and, as appropriate, the Suwannee River Water Management District. Key steps include:

- Carefully assessing each funding opportunity to clearly understand each item requested in the grant application and any requirements for receipt of the award.
- Incorporating a case study of another similar program where funding was awarded and yielded a positive return on investment from that grantee, if applicable.
- Analyzing previously funded grant applications as a guide to develop an effective narrative for the application.

The fee for this service will be a fee of 1% of total grant application amount. Should the grant prohibit a grant writing fee, the firm and the County shall discuss the fee for grant writing on a case-by-case basis.

3. PROJECT MANAGEMENT AND GRANT COMPLIANCE

This service includes preparing the County's grant award reporting requirements to the awarding agency and coordinating with County staff to meet submission deadlines, reimbursement deadlines and vendor payments. These services include:

- Establishing the communication process between the organization and the awarding agency prior to grant application submission.
- Positioning the County with the awarding agency through long-term agency relationships.
- Reviewing all terms and conditions of the grant award, including payment processes, cost sharing, and program income requirements.
- Negotiating the grant agreement and terms with the awarding agency on behalf of the County, in the most favorable position to the County.
- Supporting the County in meeting required procurement and public hearing deadlines.
- Guiding the County through changes in budget or scope that determine grant eligibility and working with the awarding agency on the extension of grant award deadlines.
- Guiding the County through grant close out issues including final reports.

The fee for this service is 5% of the amount of the grant award or maximum allowable under the grant award – whichever is greater. Should the grant prohibit a grant or project management fee, the firm and the County shall discuss the fee for this service on a case-by-case basis.

CHAIRMAN CALLS FOR ADDITIONAL AGENDA ITEMS.

1. _____

2. _____

3. _____

4. _____

PUBLIC CONCERNS AND COMMENTS



ADMINISTRATOR'S COMMENTS AND INFORMATION



BOARD MEMBERS' INQUIRIES, REQUESTS AND COMMENTS

