

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

**TENTATIVE AGENDA FOR MARCH 1, 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. February 15, 2022 – Regular Board Meeting

**CONSENT:**

2. Approval of payment of processed invoices.
3. Approval of Task Order with North Florida Professional Services, Inc. for design of Fire Station No. 6. Budget Impact: budgeted item.
4. Approval of agreement with Nabors, Giblin and Nickerson for consultant services associated with Fire and Solid waste assessment.
5. Approval of Subordination Agreement for James Webb and Jennifer (Lewis) Webb, State Housing Initiatives Partnership client.

6. Authorize Chairman to execute letter in support of Dowling Park Advent Christian Villages grant application to improve utilities.
7. Approval of Consulting Agreement with Buchanan Ingersoll-Rooney for Government Relations (Non-Legal) services.
8. Approval of revision to current Title VI/Nondiscrimination policy to additionally protect against discrimination on the basis of genetics and adoption of enabling Resolution.
9. Approval of RDK Truck Sales repurchase agreement for two (2) 2022 Mack TE64 front-loading garbage trucks for Solid Waste Department and authorize County Administrator to execute agreement and associated documents, pending County Attorney review. Budgeted items.
10. Approval of Lease Agreement with Commercial Credit Group (CCG) for two (2) front loading garbage trucks in the annual amount of \$161,305 (14-month lease term) for the Solid Waste Department, authorize County administrator to execute lease agreement (pending County Attorney review, and adoption of enabling Resolution. Budgeted items.
11. Authorization to purchase F-250 pickup truck from Alan Jay in the amount of \$44,365.00 utilizing Sourcewell Contract No. 2022.5 091521-NAF & 060920-NAF for the Maintenance Department. Budgeted item.
12. Authorization for County Attorney to negotiate and acquire property along unpaved 153<sup>rd</sup> Road as necessary additional right-of-way for paving of 153<sup>rd</sup> Road.
13. Authorize procurement of Generac 150K natural gas generator in the amount of \$51,296 utilizing Florida Sheriff's Association Contract FSA20-EQU18.0 for standby power usage at Suwannee County Courthouse. Budgeted item.
14. Request permission to apply for a grant through the E911 Rural County Grant Program in the amount of \$58,790.00 for the Yearly Maintenance of the 911 System, 911 System Manufacturer Support, Database Support, GIS Mapping Display Support, GIS Map Generation Support, and Logging Recorder Support.

**COMMISSIONERS ITEMS:**

## **COUNTY ATTORNEY ITEMS:**

### **GENERAL BUSINESS:**

15. Discuss, with possible Board action, authorization to surplus Health Department Building located in Branford Parcel ID No. 17-06S-14E-04137-450001 and establish a base bid. (Randy Harris, County Administrator)
16. Discuss, with possible Board action, solid waste static cling decals. (Randy Harris, County Administrator)
17. Discuss, with possible Board action, litter pickup options. (Randy Harris, County Administrator)
18. Update on grant applications. (Randy Harris, County Administrator)
19. **Additional Agenda Items.** The Chairman calls for additional items.
20. **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.)
21. Administrator's comments and information.
22. 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 Don Hale; Commissioner Clyde Fleming; Commissioner Travis Land; and Commissioner Len Stapleton. Keith Gentry, Chief Finance Director; Eric Musgrove, 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 the 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 February 1, 2022 Regular meeting.

Commissioner Land noted a change of the Frier task order amount from \$95,000 to \$9,500.

**Commissioner Fleming moved to approve the minutes of the February 1, 2022 Regular meeting, as corrected. Commissioner Land seconded, and the motion carried unanimously.**

**CONSENT:**

County Administrator Harris clarified that item seven was simply authorization to advertise.

**The second item on the agenda** was to approve payment of \$2,595,523.99 in processed invoices.

**The third item on the agenda** was approval of a SCOP agreement with the Florida Department of Transportation for the resurfacing design of 76<sup>th</sup> Street from US 90 to River Road, and adoption of an enabling resolution. **(Agreement No. 2022-44 and Resolution No. 2022-20)**

**The fourth item on the agenda** was approval to piggyback on Suwannee County School Board RFP 17-209 for replacement of roof shingles on the Health Department Building.

**The fifth item on the agenda** was to authorize County staff to execute Municipal SCOP grant applications.

**The sixth item on the agenda** was authorization to procure a Weiler TT600 Track Distributor for the Public Works Department construction crew.

**The seventh item on the agenda** was approval (authorization to advertise) of senior management classification for economic development.

**The eighth item on the agenda** was approval of a lease and enabling resolution for CAT 926 Wheel Loader for the Public Works Department construction crew. **(Resolution No. 2022-19, see Agreement No. 2022-41)**

**Commissioner Stapleton moved to approve consent items 2-8. Commissioner Fleming seconded, and the motion carried unanimously.**

**PROCLAMATIONS AND PRESENTATIONS:**

**The ninth item on the agenda** was a presentation by Thomas Howell Ferguson, PA and CPAs.

Chairman White noted that he had met the company while in Tallahassee and asked them to speak to the Board about their work.

Steve Stephens, Director and CPA with Ferguson, discussed in detail his firm's work with the CARES Act, FEMA, and other Federal and State assistance that his firm could provide to Suwannee County. He also explained how the County could receive the most and best use of funding.

Some discussion ensued on county size, how it related to the amount of funding received, and the process for bidding out grant-related services.

After additional questions, Mr. Stephens noted that Thomas Howell Ferguson was on the State contract list, so their work had already been competitively bid.

**The tenth item on the agenda** was a presentation by Mike Grissom with Buchanan, Ingersoll, & Rooney.

Mr. Grissom stated that his firm's lobbyist work aligned with the work done by Thomas Howell Ferguson, especially as it dealt with rural counties. He then discussed specific work done or supported by his firm, noting that as a specialty service, their work did not need to go through competitive bidding. Mr. Grissom added that the State Legislature was more focused on rural projects at the present than usual, and the County needed to take advantage of it.

Discussion ensued on funding sources and opportunities for rural counties.

After questioning, Mr. Grissom stated that he would charge the County about \$5,000 per month.

**COMMISSIONERS ITEMS:**

Commissioner Hale stated that he had received some telephone calls about the increase in commercial dumpster rates, especially as it related to churches. He suggested a flat fee for churches.

Commissioner Stapleton stated that he had also received phone calls about the commercial dumpster rates for churches, which had gone from \$44.58 to \$140.08 per month. He suggested alleviating the issue, perhaps by setting the rate at ½ the normal rate.

Discussion ensued on the small number of church dumpsters serviced by the County (11), that their members were already paying much higher residential solid waste rates, and what would happen to them when the County exited the commercial dumpster business.

After questioning, County Attorney Prevatt noted that the County needed to provide two weeks' public notice and then approve the changes by resolution.

Discussion ensued on incorporating non-profit organizations within the proposal to fall within legal bounds and also to verify that the County would not lose money by reducing the rates.

County Administrator Harris noted that churches were not assessed residential solid waste rates.

**The Board agreed by consensus to have the County Attorney review the possibility of advertising to reduce the monthly fee for commercial dumpster fees to ½ the assessed rate for non-profit entities (or whatever percentage would cover costs), and more specifically if possible, churches.**

**COUNTY ATTORNEY ITEMS:**

There were none.

**GENERAL BUSINESS:**

**The eleventh item on the agenda** was to discuss, with possible Board action, surplus of County-owned properties.

County Administrator Harris stated that the County would first need to declare the properties as surplus and then establish a minimum price for each property.

Discussion ensued on the probability that most of the properties in question were in flood zones and could not be built upon.

County Attorney Prevatt clarified that the properties did legally allow for building, even if it meant that they had to be built upon stilts and follow other, more stringent, guidelines.

Mr. Ronald Meeks, Planning and Zoning Director, discussed the issues related to building structures on the lots in question, adding that construction was allowed, although there would be more stringent requirements due to their location in the flood plain.

County Attorney Prevatt discussed various ways of selling the properties, including a public sale on the Courthouse steps after advertising such in the newspaper.

**Commissioner Hale moved to declare properties 1 through 8 as surplus to County needs. Commissioner Stapleton seconded, and the motion carried unanimously.**

**Commissioner Land moved to adopt the statutory process for the sale of parcels 1 through 8, as is. Commissioner Hale seconded, and the motion carried unanimously.**

**The twelfth item on the agenda** was to discuss, with possible Board action, solid waste windshield permit stickers.

County Administrator Harris stated that it would cost approximately \$13,000 to purchase and mail out two permit stickers for each billable unit within the County.

**Commissioner Fleming left the meeting at 6:14 p.m.**

County Administrator Harris asked about those who did not currently pay the County household assessment (i.e., City of Live Oak residents) and if the County would allow the purchase of the permits at the same price as County residents.

**Commissioner Fleming returned to the meeting at 6:15 p.m.**

Discussion ensued on options to vehicle stickers and how to reduce out-of-county waste.

Mr. Maurice Perkins, 505 Lafayette Avenue, Live Oak, suggested simply using driver's licenses to determine whether they lived in Suwannee County. County Administrator Harris replied that it would take more time to show licenses, and some folks would not be willing to show them anyway.

There was further discussion as to how some Suwannee County citizens had listed addresses in Columbia County or Lafayette County.

Mr. Christian Peterson, 306 Merrimac Street, Live Oak, suggested having high school students design a new sticker every year.

County Administrator Harris agreed to research various options for solid waste disposal stickers and return them to the Board.

**The thirteenth item on the agenda** was to discuss, with possible Board action, advertising a Request for Qualifications for building inspections.

County Administrator Harris stated that although the new Building Official, Mack Hinkle, had been doing a good job since he began, there may be times when the Building Department was behind in their work and needed assistance. In such cases, the County would need to have already advertised for Requests for Qualifications. After questioning, County Administrator Harris stated that the decision to use additional inspections would be on an as-needed basis, subject to the needs of the Building Official.

Commissioner Land stated that there was currently no backlog at the Building Department, and he was hesitant to have contractors deal with out-of-town agencies with which there was no relationship.

Mr. Mack Hinkle, Building Official, noted that the Building Department was basically caught up and was well within the State timelines for handling permits. He discussed the loss of relationship due to third-party services and some issues related with it. Ultimately, the citizen wanted their project to be completed, but in his experience, they would rather deal with local officials than those from out of town. Mr. Hinkle suggested advertising for another building inspector instead, adding that there was a sufficient network in and around Suwannee County to handle the building inspections.

Further discussion ensued on the potential need for additional building inspection services.

County Administrator Harris noted that the County would not pay a retainer fee for services, and there would be no expense to the County unless the third-party inspection service was actually used.

Commissioner Stapleton suggested that the third-party building inspection services was a safety net to the County in times of great need, not something to undermine the Building Official or take away from his work. Mr. Hinkle would still have the authority to call in the third-party building inspection.

Commissioner Land reiterated his concerns with the Requests for Qualifications.

Mr. Wayne Hannaka, 11883 93<sup>rd</sup> Road, Live Oak, noted that Suwannee County's turnaround time was phenomenal, and in his nearly 50 years of construction experience, third-party inspectors only slowed down the turnaround time and were not popular with citizens.

Mr. Perkins stated that his dealings with third-party inspectors in his work had been negative and suggested allowing the in-place network of surrounding county building inspectors to continue as-is.

Further discussion ensued on how the intent of the agenda item had been altered to appear to be against Mr. Hinkle, which was not the truth.

**The Board agreed to take no action at this time; it was further noted that another building inspector position was already scheduled to be advertised.**

**The fourteenth item on the agenda** was to discuss, with possible Board action, contracted roadside litter pick up.

County Administrator Harris discussed the lower number of inmates available to pick up litter. He noted that a company contacted last year to perform the work no longer appeared to be in business and he asked if the Board wished to advertise for bids again. County Administrator Harris added that he would also work with the Sheriff to see if he could help out with inmate labor.

Much discussion ensued on options and issues with litter pick up, including hiring part-time staff, using temp labor services, or using jail inmate labor.

**County Administrator Harris agreed to seek various options and return to the Board.**

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

There were two additional agenda items:

**The first additional agenda item** was authorization to send certified notice of a public hearing to companies that provided residential garbage collection services within Suwannee County.

County Administrator Harris stated that a public hearing and certified notice of such was required by the Florida Statutes for residential garbage collection services.

**Commissioner Land moved to approve sending a certified notice of a public hearing to companies that provided residential garbage collection services within Suwannee County. Commissioner Fleming seconded, and the motion carried unanimously.**

**The second additional agenda item** was authorization to bid construction of Fire Station No. 6 on north US Highway 129.

County Administrator Harris stated that the Board had authorized a design-build at the previous meeting but asked instead to authorize a standard bid construction to reduce the amount of time required to complete the project. He was not asking to approve a specific engineer at this time. After questioning, County Administrator Harris clarified that a task order for an engineer would be brought before the Board for approval, the building or project would be designed, and then the County would advertise the bid package to contractors. A design-build would require additional time-intensive steps.

Discussion ensued on designing the fire station and the lack of interest from the City concerning combined fire services.

**Commissioner Hale moved to authorize bidding construction of Fire Station No. 6 on north US Highway 129. Commissioner Stapleton seconded, and the motion carried unanimously.**

**The sixteenth item on the agenda** was public concerns and comments. [Filling Comment Card required and forwarded to Chairman or County Administrator. Individual speakers from audience allowed three (3) minutes and a single representative or spokesperson allowed seven (7) minutes to speak following recognition by Chairman and must speak from the podium – one (1) trip to podium].

There were none.

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

County Administrator Harris noted that having a lobbyist in Tallahassee would be beneficial.

Mr. Jimmy Norris, Economic Development Director, brought before the Board a contract for lobbying services from Mr. Grissom for review.

**The Board agreed to have County Attorney Prevatt review the lobbyist contract for discussion at the following meeting.**

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

Commissioner Fleming thanked the Chairman for contacting firms to come speak to the Board and briefly discussed the City Fire Department situation.

Commissioner Stapleton noted that there were strong personalities involved in discussions between the City and County that sometimes led to issues.

Chief Eddie Hand noted that he had spoken with Live Oak Fire Chief Chad Croft and wanted to make sure that politics did not get involved in their service to the community. He added that an interlocal agreement for automatic aid for fire services would be brought before the Board in the near future.

Commissioner Land stated that there had been no disrespect from the members of the City and the two entities would still work together on providing for the citizens.

Commissioner Hale echoed the sentiments of the other commissioners.

Chairman White thanked everyone for their work and discussed a recent conference.

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

There being no further business to discuss, the meeting adjourned at 7:40 p.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**

**Item:**

Approval of Task Order with North Florida Professional Services, Inc. for design of Fire Station No. 6.

**Budget Impact:**

Budgeted item.



# NFPS



PO BOX 3823  
LAKE CITY, FL 32056



PHONE (386) 752-4675  
FAX (386) 752-4674



www.nfps.net

## TASK ORDER FOR ENGINEERING SERVICES SUWANNEE COUNTY US 129 FIRE STATION BUILDING AND SITE PLANS

This agreement made this \_\_\_\_\_ day of March 2022 by and between Suwannee County, herein referred to as the COUNTY, and North Florida Professional Services, Inc., herein after referred to as the CONSULTANT:

The COUNTY intends to construct a new Fire Station with associated site improvements to be located on US 129 North, herein after referred to as the PROJECT.

The CONSULTANT intends to provide permissible construction plans and specifications for the construction of the new fire station and site improvements as per Exhibit A Scope of Services.

The CONSULTANT agrees to provide these services for the lump sum of One Hundred Twenty-Four Thousand Dollars (\$124,000). This fee shall be invoiced not more than once monthly based percentage of completion. This is in accordance with the Master Contract between COUNTY and CONSULTANT.

This Task Order constitutes a Project Agreement for the PROJECT. The CONSULTANT will perform the scope of work as described herein for the development of engineering design documents.

IN WITNESS THEREOF, Suwannee County, Florida, through its Board of County Commissioners has caused this instrument to be executed on the day and year first shown above.

BOARD OF COUNTY COMMISSIONERS  
SUWANNEE COUNTY, FLORIDA

Attest:

\_\_\_\_\_  
Clerk

BY: \_\_\_\_\_

Chairman

IN WITNESS WHEREOF, North Florida Professional Services, Inc., as CONSULTANT herein, has caused this Task Order to be executed in its name by its proper officers duly authorized to sign and execute instruments on its behalf on the day and year first shown above.

NORTH FLORIDA PROFESSIONAL SERVICES, INC.

BY: \_\_\_\_\_

Gregory G. Bailey, P.E.  
President

EXHIBIT A  
SCOPE OF SERVICES  
SUWANNEE COUNTY US 129 FIRE STATION  
BUILDING AND SITE PLANS

BUILDING:

This Task Work Order is for up to a 9,100 SF fire station to include approximately 3,900 SF of living quarters and approximately 5,200 SF for truck bays. The anticipated construction types are concrete block and pre-engineered trusses for the living quarters and red iron steel construction for the truck bays.

CONCEPTUAL PLAN:

Preliminary Building Plans:

1. NFPS will provide a preliminary floor plan and exterior elevations for review and approval by the client. The preliminary plans will be to scale.
2. NFPS will provide up to two iterations of the preliminary plans for review by the client prior to final design and construction plan preparation. Upon approval of the preliminary plans, NFPS will proceed with final design and construction plans.

FINAL PLAN:

Building Plans:

NFPS will develop final construction plans for the fire station facility based upon the prior approved preliminary building plans.

1. General Notes
2. Floor Plan
3. Elevations
4. Foundation Plans
5. Finish Schedule
6. Construction Details
7. Electrical Plan
8. Plumbing Plan
9. Mechanical Plan
10. Fire Sprinkler System Plan
11. Life Safety Plan

SITE:

This Task Work Order is to prepare a conceptual site plan, geotechnical survey, stormwater design and permitting, access driveway design and permitting for the fire station to be located off US 129 South. Topographical and boundary survey to be provided by Suwannee County in CAD format.

Geotechnical Testing:

1. Perform 1 auger boring in the retention pond area each extending 15 feet.
2. Perform 1 in-place permeability test at about 3 feet below existing ground surface.
3. Compile data and generate a geotechnical exploration report to include stormwater management facility design parameters.

Conceptual Plan:

1. NFPS will provide a conceptual site layout compliant with current Suwannee County Land Development Regulations and will include a building approximately 9,100 SF in size (including sleeping

quarters) and parking for the commercial site. Survey will not be provided at this time. Only horizontal features and dimensions will be provided on the conceptual plan.

3. NFPS will provide up to two iterations of the submittals and review for owner approval prior to building and site construction plan developments if necessary.

**Site Plans:**

NFPS will develop construction plans for the site based upon prior approved site conceptual plan. Plans will include:

1. General notes
2. Site Plan
3. Grading and Paving
4. Utilities Plan — potable supply well and septic tank design
5. Driveway Connection Plan
6. Construction Details
7. Erosion Control
8. Landscaping

**Permitting:**

1. Suwannee County site plan application and review process.
2. Suwannee River Water Management District (SRWMD) application and review process (does include geotechnical services for stormwater management facility design).
3. Florida Department of Transportation (FDOT) driveway application and review process.
4. Florida Department of Transportation (FDOT) drainage application and review process.
3. Florida Department of Environmental Protection (FDEP) public supply well application and review process.
4. Florida Department of Health (FDOH) septic tank application and review process.

**Construction Administration:**

- Preparation of bid documents and bid administration.
- Construction oversight and inspection available when requested.

## **Agenda Item No. 4**

Approval of agreement with Nabors, Giblin and Nickerson for consultant services associated with Fire and Solid waste assessment.

TALLAHASSEE  
1500 Mahan Drive  
Suite 1500  
Tallahassee, Florida 32308  
(850) 224-4070 Tel  
(850) 224-4073 Fax

**Nabors  
Giblin &  
Nickerson** P.A.  
ATTORNEYS AT LAW

TAMPA  
2502 Rocky Point Drive  
Suite 1060  
Tampa, Florida 33607  
(813) 281-2222 Tel  
(813) 281-0129 Fax

PLANTATION  
8201 Peters Road  
Suite 1000  
Plantation, Florida 33324  
(954) 315-0268 Tel

February 14, 2022

**Via Electronic Mail**

Randy Harris  
Suwannee County Administrator  
13150 – 80<sup>th</sup> Terrace  
Live Oak, Florida 32060

**Re: Proposal for legal services on the County's annual fire protection and solid waste assessment programs**

Dear Mr. Harris:

Enclosed please find this firm's proposal for special assessment legal services for the County. These services will be provided for the annual Suwannee County Municipal Services Benefit Unit for Fire Protection Services and the annual Suwannee County Municipal Services Benefit Unit for Solid Waste Services assessment programs for Fiscal Year 2022-23.

Enclosed as Appendix A you will find our scope of services, proposed lump sum fee of \$8,000.00, and a payment schedule to assist the County in the ongoing updating and implementation of its fire protection assessment program and solid waste assessment program for Fiscal Year 2022-23.

In addition to the legal work needed to implement the County's assessment programs on an annual basis, we will also keep the County informed of any modifications that may be advisable or necessary due to judicial decisions or legislative action.

Please review the attached scope of services. The execution of this letter agreement indicates acceptance of this proposal and notice to proceed. Upon execution of this agreement, please provide me with one signed copy for our file.

Randy Harris  
February 14, 2022  
Page 2

We have enjoyed our past relationship with the County and look forward to working together again on this project. Please feel free to call me with any questions or concerns you may have.

Very truly yours,



Heather J. Encinosa

HJE:sb

Attachment

cc: Mandy Frederickson (w/att.)

**Accepted and Agreed To:**

**Date:**

By: \_\_\_\_\_  
Suwannee County

\_\_\_\_\_

**ANNUAL FIRE PROTECTION AND  
SOLID WASTE ASSESSMENT PROGRAMS**

**Scope of Services**

- 1) Advise the County on the legal requirements for imposing annual fire protection and solid waste special assessments, including special benefit, fair apportionment, and procedures.
- 2) Advise the County on any judicial decisions or legislative actions that may affect or require modifications to the County's fire protection and solid waste assessment programs.
- 3) Draft the preliminary and annual rate resolutions that conform to the fire protection and solid waste assessment ordinances, already adopted.
- 4) Assist with the legal requirements for the adoption of the preliminary and annual rate resolutions and certification of the assessment roll in accordance with section 197.3632, Florida Statutes, including: (a) the development of the first class notice or TRIM notice, (b) publication of the public hearing, and (c) certification of the assessment roll.

**Fees and Costs**

For legal services provided by Nabors, Giblin & Nickerson, the County will be billed a lump sum fee of \$8,000.00. The fees will be due and payable in two equal payments as follows:

<u>Payment</u>	<u>Schedule</u>
50% of lump sum fee	May 2022
50% of lump sum fee	September 2022

The lump sum fee includes reimbursement for all actual costs incurred, including by way of example and not limitation, photocopies, long distance telephone charges, and overnight delivery services.

Work will be completed in accordance with the County's proposed budget calendar and public hearing schedule. The annual rate resolutions must be adopted no later than September 15, 2022.

This proposed lump sum fee includes no on-site visits to the County by NG&N staff. Any meetings may be arranged at our standard hourly rates provided below. Expenses related to additional meetings will be billed in conformance with section 112.061, Florida Statutes. In lieu of on-site visits, we are available to participate in telephone conferences to discuss project status, assessment issues, and procedural concerns.

Partners	\$300
Associates	\$275
Law Clerks	\$75

## **Agenda Item No. 5**

Approval of Subordination Agreement for James Webb and Jennifer (Lewis) Webb, State Housing Initiatives Partnership client.



**Suwannee River Economic Council, Inc.**  
Post Office Box 70  
Live Oak, Florida 32064

Administrative Office - Phone (386) 362-4115

Fax (386) 362-4078

E-Mail: [mattpearson@suwanneec.net](mailto:mattpearson@suwanneec.net)

Website: [www.srecinc.org](http://www.srecinc.org)

February 14, 2022

Mr. Randy Harris  
Suwannee County Administrator  
13150 80<sup>th</sup> Terrace  
Live Oak FL 32064

Re: SHIP Subordination Agreement

Dear Mr. Harris:

Enclosed is a Subordination Agreement for Suwannee County SHIP clients James Webb and Jennifer (Lewis) Webb, who are seeking to refinance their home mortgage to get a lower interest rate and a lower monthly payment.

If approved by the County's Board of County Commissioners, please execute the Subordination Agreement and return it to our office for processing.

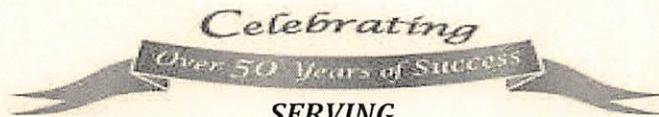
If you have any questions or concerns, please do not hesitate to contact Stephanie Barrington, SHIP Director at 386-362-4115 ext. 242.

Sincerely,

Matt Pearson  
Executive Director

MP/ssb

Enclosure



**SERVING**

BRADFORD-COLUMBIA-DIXIE-GILCHRIST-HAMILTON-LAFAYETTE-LEVY-MADISON-PUTNAM-SUWANNEE-TAYLOR-UNION

"This institution is an equal opportunity provider and employer."

Funded in part through a grant by the State of Florida Department of Elder Affairs



Prepared by and return to:

Dana E. Hill, Esquire  
Hill Law Associates, PLLC  
230 Court Street SE  
Live Oak, FL 32064  
386-362-1900  
File Number: 21-557

[Space Above This Line For Recording Data]

## **SUBORDINATION AGREEMENT**

KNOW ALL MEN BY THESE PRESENTS:

That SUWANNEE COUNTY, FLORIDA a political subdivision existing under the laws of the State of Florida, whose address is c/o Clerk of Circuit Court, Suwannee County Courthouse, 200 South Ohio Avenue, Live Oak FL 32064, hereinafter referred to as "Mortgagee", in consideration of the covenants and agreements hereinafter set forth, and the further consideration of the making of a loan to James Michael Webb, a single person and Jennifer Morgan Lewis, a single person, whose address is 9974 176th Street, Mc Alpin, FL 32062, hereinafter referred to as "Mortgagor", by Union Home Mortgage Corp. whose address is 8241 Dow Circle W, Strongsville, OH 44136, does hereby agree as follows:

1. Mortgagee subordinates the lien of that certain lien agreement under the State of Florida Housing Initiative Partnership Program given by James Michael Webb, a single person and Jennifer Morgan Lewis, a single person, to Mortgagee dated April 23, 2019 and recorded in Official Record Book 2113, page 340, public records of Suwannee County, Florida, given to secure the sum of \$25,000.00, hereinafter referred to as "Mortgagee's Lien" to the lien of that certain mortgage from Jennifer Morgan Webb and James Michael Webb, wife and husband to Union Home Mortgage Corp., dated (*insert date of Lending institution lien*), recorded in Official Record Book \_\_\_\_\_, pages \_\_\_\_\_, public records of Suwannee County, Florida, and given to secure the original principal sum of (*insert amount of new Lending institution lien*), hereinafter referred to as "Union Home Mortgage Corp. Mortgage".
2. In consideration of the subordination, Union Home Mortgage Corp. agrees that it shall make no future advances to *Mortgagors* or any successors in interest under Union Home Mortgage Corp. so long as the obligation secured by Mortgagee's Lien shall remain outstanding, excepting, however, all necessary costs to protect the security of Union Home Mortgage Corp.'s Mortgage, including taxes, insurance and similar expenses to preserve and protect Union Home Mortgage Corp.'s security as well as costs and attorneys' fees that may be incurred in the collection or enforcement of the obligation secured by Union Home Mortgage Corp.'s Mortgage.
3. Union Home Mortgage Corp., without affecting the priority of Union Home Mortgage Corp.'s Mortgage, one or more times, in its judgment, renew, extend, modify, postpone and/or refinance the obligation secured by Union Home Mortgage Corp.'s Mortgage, grant releases and discharges generally and make changes in the terms of Union Home Mortgage Corp.'s Mortgage without notice to or approval of Mortgagee herein, provided that the total amount secured by Union Home Mortgage Corp.'s Mortgage shall not exceed (*insert amount of new Lending institution lien*) in amount with interest thereon, and sums that Union Home Mortgage Corp. may advance to protect the security and enforce payment thereof, as aforesaid.
4. Except as herein specifically provided, the term, condition and covenants of the Mortgagee's Lien shall remain unchanged.

IN WITNESS WHEREOF, SUWANNEE COUNTY, FLORIDA, has caused these presents to be executed this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

SUWANNEE COUNTY, FLORIDA

BY: \_\_\_\_\_

Franklin White, Chairman  
Board of County Commissioners

ATTEST:

\_\_\_\_\_  
Barry Baker  
Clerk of Court

STATE OF FLORIDA  
COUNTY OF SUWANNEE

The foregoing release and satisfaction of lien agreement under State of Florida Housing Initiatives Partnership Program was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2022, by Franklin White, Chairman of Board of County Commissioners and Barry Baker, Clerk of Court, Suwannee County, FL, who are personally known to me.

(NOTARIAL SEAL)

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Print or Type name of Notary  
My Commission Expires:

## **Agenda Item No. 6**

Authorize Chairman to execute letter in support of Dowling Park Advent Christian Villages grant application to improve utilities.

## **Agenda Item No. 7**

Approval of Consulting Agreement with Buchanan Ingersoll-Rooney for Government Relations (Non-Legal) services.

# Buchanan

## Ingersoll·Rooney

Mike Grissom  
[michael.grissom@bipc.com](mailto:michael.grissom@bipc.com)

215 S. Monroe Street, Suite 301  
Tallahassee, FL 32301  
T 561 310 4047  
F 850 681 6036

February 23, 2022

Suwannee County Board of County Commissioners  
13150 80th Terrace  
Live Oak, FL 32060  
Attn: Franklin White, Chairman

RE: Consulting Agreement for Government Relations (Non-Legal) Services

Dear Franklin:

Buchanan Ingersoll & Rooney PC ("Buchanan" or the "Firm") would be pleased to accept your request to assist Suwannee County (the "County"). In accordance with our Firm's procedures, this consulting agreement (the "Agreement") confirms the terms on which Buchanan will provide government relations services before the State of Florida. Our representation shall focus on representation of the County before the legislative and executive branch, including executive agencies with respect to appropriations, grants, and other opportunities (the "Services").

### Non-legal Services Only

The Services furnished pursuant to this Agreement are consulting services only and are not legal services. The County understands that this Agreement does not establish an attorney-client relationship between the Firm and the County. Accordingly, the confidentiality protections and conflict of interest restrictions of the Lawyers' Rules of Professional Conduct and the attorney-client privilege do not apply to the Services. This means that the Firm may provide legal representation to a client in a matter directly adverse to the County, including litigation.

If the County wishes to engage the Firm to provide legal services, it will be necessary to enter into a separate engagement agreement covering the terms of our legal representation.

### Billing Matters

The monthly retainer for our Services is \$5,000.00 per month for the initial term beginning March 1, 2022, through September 30, 2022 (the "Initial Term"). Please note that the State of Florida charges "lobbyist registration fees" which shall be billed to the County as a reimbursable expense. County shall not reimburse the Firm for any other expenses associated with performance of this Agreement with the exception of travel, which shall be reimbursable if pre-approved by the County Administrator or Board Chairman. The Firm agrees all reimbursable travel expense requests shall comply and be used in accordance with Chapter 112, Florida Statutes. County reserves the right to audit the Firm records regarding reimbursable travel expenses upon reasonable notice to the Firm.

Suwannee County Board of County Commissioners  
Attn: Franklin White, Chairman  
February 23, 2022  
Page 2

During the Initial Term, either party may terminate this Agreement in the event of a material breach by the other if: such material breach is not remedied within 30 days from the date the alleged breaching party received written notice from the other; and the notice of material breach contained a reasonable description of the material breach and the steps necessary to remedy such breach. In the event of termination, the Firm shall be entitled to payment for Services up to the effective date of termination.

The Firm will provide a monthly statement directed to the attention of the County Administrator's office and will be processed as a part of the County's normal business practice. As is usually the case, disbursement charges may not be current at the time of each monthly billing and may be billed later. Statements are prepared and processed by our accounting department. If you have questions concerning a statement, please call me at (561) 310-4049.

Payment is due upon receipt of our invoice. The Firm reserves the right to impose interest at a rate equal to one and one-half percent (1½%) per month on any outstanding balance that remains unpaid for more than 30 days after receipt of the invoice. The Firm also reserves the right to decline to continue to provide services to clients who do not pay within the guideline without making mutually acceptable arrangements for delayed payment. By signing this Agreement, the County confirms its understanding of and agreement with the foregoing.

Should the County desire to extend this Agreement beyond the Initial Term described above, the County and the Firm agree to meet at least sixty (60) days prior to the expiration of the term to address additional term and fees.

#### Florida Lobbying Disclosure Compliance

Florida law requires all lobbyists to register, identify their lobbying clients, identify the main business of their lobbying clients and make quarterly reports of the amount of compensation (including expenses) paid to or billed by the lobbyist's Firm for lobbying activities on behalf of each client for which they are lobbying. The County's execution of this Agreement confirms the County's consent to the Firm's disclosure of such information, as required by Florida law.

#### Confidential Information

The Firm will treat as confidential the County's proprietary, sensitive and confidential information which may be disclosed to the Firm in connection with this Agreement ("Confidential Information"). Except as necessary to perform the Services and comply with applicable law, including the Florida lobbying registration and reporting requirements described in the paragraph above, the Firm will not disclose the County's Confidential Information to third parties without the County's written consent. The term Confidential Information does not include information about the County which is publicly available (through no fault of the Firm or its personnel). The Firm's obligations with respect to the County's Confidential Information shall survive the termination or expiration of this Agreement.

Suwannee County Board of County Commissioners  
Attn: Franklin White, Chairman  
February 23, 2022  
Page 3

Services to Other Clients

The Firm monitors compliance with its obligations under the Florida lobbying laws. The Firm has implemented procedures to avoid taking a position for one lobbying client that is directly adverse to a position currently being taken for another lobbying client, without the consent of the involved clients. This Agreement does not restrict the Firm from providing legal representation to clients in matters adverse (including litigation) to the County and/or individuals and entities affiliated with the County. If unforeseen circumstances arise that cause either the Firm or the County to become concerned that our Services for the County could be adversely affected by services provided to another client; we will work with the County to resolve the situation.

Records Retention.

At the County's request, we will deliver the documents and property the County has provided the Firm and documents and materials prepared for the County in providing the Services. We may elect to retain a copy of portions of the file at our expense. We may withhold our records if there is a breach of this Agreement. In accordance with the Firm's records retention program, we will retain for seven years any files that the County does not request. We reserve the right to dispose of any documents or other materials after seven years following the conclusion of our Services without further notice to the County.

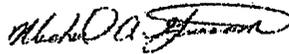
Public Information

The Firm sometimes identifies clients in various public communications including (but not limited to) press releases, the Buchanan Ingersoll & Rooney website and brochures used to describe the Firm and its capabilities. Your signature on this letter also acknowledges your consent to including the County's name in these communications.

Buchanan Ingersoll & Rooney and I greatly appreciate your confidence in us, and look forward to working with the County. Please acknowledge your understanding and agreement regarding the terms of our engagement as described in this letter by signing one of the enclosed copies of this letter in the space provided below and returning it to me.

Sincerely,

BUCHANAN INGERSOLL & ROONEY PC



Mike Grissom

Suwannee County Board of County Commissioners  
Attn: Franklin White, Chairman  
February 23, 2022  
Page 4

Agreed and accepted this \_\_\_\_ day of \_\_\_\_\_, 2022.

**The undersigned confirms that he/she is duly authorized to enter into this Agreement on behalf of the County, that the Services undertaken involve solely the provision of non-legal, government relation services, that the County consents to the Firm's disclosure of information required by Florida law for lobbying registration and reporting, that the Agreement and the Services do not establish an attorney-client relationship with the County, that the confidentiality protections and conflict of interest restrictions of the Lawyers' Rules of Professional Conduct and the attorney-client privilege have no application to the Services, and that the Firm may provide legal representation to a client in a matter directly adverse to the County including litigation.**

SUWANNEE COUNTY BOARD  
OF COUNTY COMMISSIONERS

By: \_\_\_\_\_  
Name: Franklin White  
Title: Chairman

ATTEST:

\_\_\_\_\_  
Barry Baker  
Clerk of Court

# **Agenda Item No. 8**

## **Item:**

Approval of nondiscrimination policy revision and enabling resolution

## **Description:**

During a review of the Suwannee County Title VI Nondiscrimination policy that was submitted in support of the CDBG-CV grant application, it was noted that “genetics” was not included in the existing County policy. The County’s Title VI/Nondiscrimination policy must be amended to additionally protect against discrimination on the basis of genetics in order to comply with the Genetic Information Nondiscrimination Act of 2008.

**Budget Impact:** none

## **Requested Action:**

- Approval of the revisions to the current Title VI/Nondiscrimination policy to additionally protect against discrimination on the basis of genetics
- Approval of the associated enabling resolution for the revision of the current policy to include “genetics”



## Administrative Services

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

Randy Harris, County Administrator

# Suwannee County Nondiscrimination Policy

## I. Policy Statement

Suwannee County Board of County Commissioners (hereinafter the Agency) does not tolerate discrimination in any of its programs, services or activities. Pursuant to Title VI of the Civil Rights Act of 1964 and other federal and state authorities, the Agency will not exclude from participation in, deny the benefits of, or subject to discrimination anyone on the grounds of race, color, religion, sex, sexual orientation, gender identity, national origin, genetics, handicap status, income status, or family status.

## II. Complaint Procedures

The Agency has established a discrimination complaint procedure and will take prompt and reasonable action to investigate and eliminate discrimination when found. Any person who believes that he or she has been subjected to discrimination based upon race, color, religion, sex, sexual orientation, gender identity, national origin, genetics, handicap status, income status, or family status in any Agency program, service or activity may file a complaint with the Agency Title VI/Nondiscrimination Coordinator:

Name: Paula Pennington  
Address: 13150 80<sup>th</sup> Terrace  
Live Oak, FL. 32060  
Email: [paulap@suwcountyfl.gov](mailto:paulap@suwcountyfl.gov)  
Phone: 386-264-3400

If possible, the complaint should be submitted in writing and contain the identity of the



## Administrative Services

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

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Randy Harris, County Administrator

complainant; the basis for the allegations (i.e., of race, color, religion, sex, sexual orientation, gender identity, national origin, genetics, handicap status, income status, or family status); and a description of the alleged discrimination with the date of occurrence. If the complaint cannot be submitted in writing, the complainant should contact the Title VI/Nondiscrimination Coordinator for assistance. The Title VI/Nondiscrimination Coordinator will respond to the complaint within thirty (30) calendar days and will take reasonable steps to resolve the matter.

Randy Harris

County Administrator

Policy approval/revision date: 3/1/2022

RESOLUTION #22-\_\_\_\_

**A RESOLUTION OF THE SUWANNEE COUNTY BOARD OF COUNTY COMMISSIONERS OF SUWANNEE COUNTY, FLORIDA REVISING THE COUNTY'S NONDISCRIMINATION POLICY; TO ADDITIONALLY PROTECT AGAINST DISCRIMINATION ON THE BASIS OF GENETICS BY SUWANNEE COUNTY.**

WHEREAS, the Suwannee County Board of County Commissioners has previously adopted a policy of nondiscrimination, and

WHEREAS, the existing policy does not include Genetics as a protected class; and

WHEREAS, the Suwannee County Board of County Commissioners recognize the need to update the County's Nondiscrimination Policy to include protections against discrimination on the basis of Genetics;

**NOW THEREFORE, BE IT RESOLVED BY THE SUWANNEE COUNTY BOARD OF COUNTY COMMISSIONERS OF SUWANNEE COUNTY, FLORIDA, SUWANNEE COUNTY NONDISCRIMINATION POLICY INCLUDES PROTECTION AGAINST DISCRIMINATION ON THE BASIS OF GENETICS.**

Effective Date.

This resolution shall take effect immediately upon its adoption.

**DULY PASSED AND ADOPTED** by the Suwannee County Board of County Commissioners of the Suwannee County, Florida at a regular meeting on this 1st day of March, 2022.

\_\_\_\_\_  
Franklin White, Chairman

**ATTESTED:**

\_\_\_\_\_  
Barry Baker, Clerk of Court

# **Agenda Item No. 9**

## **Item:**

Approval of the RDK Truck Sales repurchase agreement for two (2) 2022 Mack TE64 front loading garbage trucks.

## **Description:**

At the conclusion of the Commercial Credit Group (CCG) lease agreement, RDK Truck Sales has offered to pay off the lease balance and repurchase the two (2) 2022 Mack TE64 front loading garbage trucks.

**Budget Impact: Budgeted item**

## **Requested Action:**

- Approval of RDK Truck Sales repurchase agreement for the two trucks at the end of the lease term pending County Attorney's review of the associated documents
- Authorize County Administrator to execute the RDK Truck Sales repurchase agreement and associated documents pending County Attorney review

**EQUIPMENT REPURCHASE AGREEMENT**  
**RDK ASSETS LLC AND SUWANNEE COUNTY**

This Equipment Repurchase Agreement dated this 1<sup>st</sup> day of March, 2022, between RDK Assets LLC (d/b/a RDK Truck Sales) and Suwannee County, Florida, (County) a subdivision of the State of Florida. The parties acknowledge that County will simultaneously be entering into a Lease/Purchase Agreement with Commercial Credit Group Inc. for the lease/purchase of the equipment referenced herein. As an additional inducement for County to enter into the Lease/Purchase Agreement with Commercial Credit Group Inc., the parties agree as follows:

**A. Equipment**

- a. Suwannee County and RDK Assets, LLC (RDK) agree to the following additional terms and conditions regarding the procurement, use and return of two front-loading garbage trucks.
- b. The equipment herein that is the subject of this agreement is based on the specifications below:
  - i. One (1) 2022 Mack TE64 chassis w/ attached EZ Pack Hercules 44-yard Commercial Front Loader (s/n 215711) bearing VIN 1M2TE2GC9NM007258
  - ii. One (1) 2022 Mack TE64 chassis w/ attached EZ Pack Hercules 44-yard Commercial Front Loader (s/n 215710) bearing VIN 1M2TE2GC7NM007260

**B. Repurchase Terms And Conditions**

- a. Suwannee County will enter into a lease agreement. Suwannee County will be responsible for the first payment only. At the end of the first year of the lease term, Suwannee County has the option in its sole discretion, to

1. Continue making the associated payments to subsequently acquire ownership and possession of the front-loading garbage truck, or
  - ii. Elect to receive new front-loading garbage trucks and return the older front-loading garbage trucks, specified in this agreement, to RDK. RDK will pay the repurchase cost and subsequently retain ownership and possession of the front-loading garbage truck.
- b. RDK and Suwannee County agree to communicate 180 days prior to the end of the first year lease term to determine the County's intention with regard to replacing the existing garbage truck or retaining ownership of the same. If Suwannee County declares its intent to receive a new front-loading garbage truck, then
  - i. RDK will order and procure a new replacement front-loading garbage truck in sufficient time to have the new equipment fully assembled, inspected and certified to meet all legal requirements and delivered to the County's Public Works location before the end of the leaseterm.
  11. The cost of the replacement front-loading garbage truck will not exceed 4% of the purchase cost of the current vehicle in use.
  - iii. The new equipment will be procured via a government cooperative purchasing program in a similar manner as described above.
  - lv. The equipment specifications will be substantially similar to the current leased truck unless both parties agree in writing to a substantially different standard.
  - v. The new equipment will be accompanied by, at a minimum, the original equipment manufacturer warranty and said warranty will transfer with the equipment. The front-loading garbage truck shall be covered under warranty while in the County's possession.
  - v1. RDK will deliver the new replacement front-loading garbage truck to Suwannee County prior to taking possession of the vehicle specified in this agreement.
- c. Since lead time is required for ordering and procurement and delivery of the new replacement equipment, time is of the essence. RDK will be responsible for and take commercially reasonable efforts to order and procure a replacement vehicle in

a timely manner. If the delivery of the replacement equipment is delayed, then the following shall apply:

- i. RDK Truck Sales will inform Suwannee County in writing of any and all delays, provide an explanation regarding the cause(s) of the delay, and specify a new delivery date.
- 11. RDK Truck Sales will take full responsibility to make the associated repurchase option payment as specified in the lease agreement.
- 111. Any maintenance or repair item that was previously covered in the truck/cab chassis or EZ Pack loader warranty period that expired within the delay period, will be fully covered by RDK provided that Suwannee County has maintained the vehicle in such a manner as specified in said warranty or warranties.
- 1v. Suwannee County will continue to pay the cost of equipment repairs that fall outside of normal wear and tear.
- v. For delays less than 30 days beyond the end of the lease term, Suwannee County shall retain possession and continue to use, the current front-loading garbage truck at no cost.
- vi. For delays that are 30 days or longer during the end of the lease term, the County shall make a monthly rental fee equivalent to 1/12 of the annual lease payment. For the sake of clarity, a 1/12 payment is defined as dividing the annual lease payment by 12 and using that fractional amount as the monthly rental fee. The rental price will be prorated for time periods that are less than a full 30-day period.

**C. Return and Maintenance Provisions**

- a. Suwannee County and RDK Assets, LLC agree to comply to the following maintenance provisions during the term agreement and upon return of equipment to RDK.
- b. Maintenance And Repair
  - i. The County. will maintain the Equipment in a condition and manner that conforms to manufacturer's specifications to comply with warranty requirements.

- ii. The County will maintain current maintenance and repair records for the Equipment in a useable manner and will provide a copy, if requested, only for RDK use if the Equipment is returned.
- 111. The County will maintain the Equipment in good operational condition and appearance.
- 1v. In the event a body warranty issue arises causing the unit to be out of service for longer than 4 business days, RDK will provide a rental truck for the County's use while repairs are made. The County agrees to pay one (1) US dollar for the temporary use of the rental unit while the leased unit is repaired.
- v. RDK agrees to take responsibility for the associated rental unit transport charges in one direction and the County agrees to financial responsibility for associated rental unit transport charges in the other direction .

c. Return Conditions

- 1. All tires will be matched by generic type and tread design as when originally delivered with a minimum of 50% useable tire tread remaining.
- ii. The body will be free of damage and paint will be in good condition, ordinary wear and tear excepted. All County logos and identification will be removed in a workmanlike manner.
- 111. The interior will be in good and clean condition. There will be no offensive odors.
- iv. The annual yearly Engine Hours will not exceed 2,800 per year. Usage over this amount will be billed at rate of \$40.00 per hour.

D. If County elects to exercise the Repurchase and RDK procures the appropriate replacement equipment, an agreement similar to this agreement between RDK Truck Sales and Suwannee County will be executed by the parties to run concurrently with the new lease term provided the replacement equipment which the new lease specifies has been delivered and accepted by Suwannee County.

Suwanee County, FL

RDK Assets, LLC

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

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

Randy Harris,  
County Administrator

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

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

Date: 3/1/2022

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

# **Agenda Item No. 10**

## **Item:**

Approval of lease and enabling resolution for two (2) front loading garbage trucks for the Solid Waste Department.

## **Description:**

At the 1/18/2022 meeting, the Board selected RDK Truck Sales to provide two (2) 2022 Mack TE64 front loading garbage trucks per RFP 2022-04. The lease agreement documentation from Commercial Credit Group (CCG) includes the requirement for an enabling resolution. Since previous lease agreements did not incorporate a resolution as part of the agreement, this request is for the approval of the lease agreement and the resolution.

## **Budget Impact: Budgeted item**

## **Requested Action:**

- Approval of the associated enabling resolution for two (2) front loading garbage trucks
- Approval of CCG lease agreement for two (2) front loading garbage trucks in the annual amount of \$161,305 (14-month lease term) pending County Attorney review
- Authorize County Administrator to execute the CCG lease agreement and associated documents pending County Attorney review

## LEASE AGREEMENT (“Lease”)

LESSEE: Suwannee County  
c/o Shannon Roberts  
200 South Ohio Avenue  
Live Oak, FL 32064

LESSOR: Commercial Credit Group Inc.  
525 North Tryon St., Ste. 1000  
Charlotte, NC 28202

This Lease Agreement, made and entered into on March 1, 2022, (together with any amendments hereto made in accordance herewith, the “Lease”), is entered into by and between Commercial Credit Group Inc., incorporated/organized under the laws of the State of Delaware (the “Lessor”), as the lessor hereunder, and Suwannee County (the “Lessee”), as lessee hereunder.

### WITNESSETH:

WHEREAS, the Lessee is a public body corporate and politic and a political subdivision organized and existing pursuant to the laws of the State of Florida, and is authorized thereunder to enter into this Lease; and

WHEREAS, the Lessor has the requisite corporate power to enter into this Lease; and

WHEREAS, the Board of County Commissioners of Suwannee County (the “Council”), the governing body of the Lessee, has determined, and hereby determines, that it is in the Lessee’s best interest to lease certain equipment, with an option to purchase, as more particularly described on Schedule A attached hereto and incorporated herein by reference (collectively, the “Equipment”) through this Lease with the Lessor; and

WHEREAS, the lease of Equipment serves a valid and essential corporate and public purpose of the Lessee; and

WHEREAS, the execution, delivery and performance of this Lease by the Lessor has been authorized and approved by all necessary and appropriate action of the Lessor;

NOW, THEREFORE, for and in consideration of the payment of the Lease Payments (as hereinafter defined) by the Lessee, the mutual promises, conditions and covenants herein set forth, and other good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, the parties hereto agree as follows:

### TERMS AND CONDITIONS

1. LEASE. Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, in accordance with the terms and conditions set forth herein, the personal property described on Schedule A hereto, together with all replacement parts, repairs, additions, accessories and systems incorporated therein or affixed thereto.

2. NO WARRANTIES. Lessee acknowledges that it has selected both (a) the Equipment listed on Schedule A and (b) the supplier or vendor named on Schedule A from whom Lessor is to purchase said Equipment. In this respect, Lessee acknowledges that Lessor is not the manufacturer of said Equipment nor the agent of said manufacturer or vendor. **LESSEE FURTHER ACKNOWLEDGES THAT LESSOR HAS NOT MADE AND DOES NOT MAKE ANY WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, OF ANY KIND WHATSOEVER WITH RESPECT TO THE EQUIPMENT INCLUDING, BUT NOT LIMITED TO, (i) THE FITNESS, DESIGN, OR CONDITION OF THE EQUIPMENT; (ii) THE MERCHANTABILITY OF THE EQUIPMENT OR ITS FITNESS FOR ANY PARTICULAR PURPOSE; (iii) THE QUALITY OR CAPACITY OF THE EQUIPMENT, THE MATERIALS IN THE EQUIPMENT, OR WORKMANSHIP IN THE EQUIPMENT; (iv) ANY LATENT DEFECTS IN THE EQUIPMENT; (v) ANY PATENT, COPYRIGHT, OR TRADE SECRET INFRINGEMENT; (vi) THE CONDITION OF TITLE TO THE EQUIPMENT, AND SPECIFICALLY AS TO WHETHER SUCH TITLE IS FREE AND CLEAR OF LIENS, SECURITY INTERESTS AND OTHER ENCUMBRANCES; AND (vii) THE COMPLIANCE OF THE EQUIPMENT WITH ANY REQUIREMENTS OF LAW, RULE, SPECIFICATION, OR CONTRACT PERTAINING THERETO.** Lessee further acknowledges that it is leasing the Equipment from Lessor in an “as is” condition and that no defect or unfitness of the Equipment shall relieve Lessee of Lessee’s obligation to pay rent or any other obligation Lessee may have under this agreement. It is agreed that Lessor shall have no obligation to install, erect, test, adjust, repair, or service the Equipment. If the Equipment is not properly installed, does not operate as represented or warranted by the manufacturer or the supplier or is unsatisfactory for any reason, Lessee shall make claim on account thereof solely against the supplier or manufacturer and shall, nevertheless, pay Lessor all Lease Payments (as defined herein) payable hereunder. As between Lessee and Lessor and only in those instances where the manufacturer of the Equipment has provided any warranty or guarantee of any nature whatsoever applicable to the Equipment, Lessor hereby assigns to Lessee whatever assignable interest, if any, Lessor may have in such warranty or guarantee. The aforesaid assignment shall not in any way be deemed to limit, negate, or otherwise affect the disclaimer of warranties contained in this Section, and Lessor shall not incur any duties arising out of any manufacturer’s warranties or guarantees. Further, Lessor shall not incur any liability whatsoever arising out of any breach of any manufacturer’s warranties or guarantees applicable to the Equipment.

3. ORDERING EQUIPMENT. Lessee agrees to order the Equipment from the supplier shown in each Schedule. Lessee agrees to arrange for delivery of the Equipment so it can be accepted in accordance with Section 4 hereof. Lessee hereby authorizes Lessor to insert on Schedule A the serial numbers and other identification data of the Equipment when determined. Lessee certifies that all of the Equipment is essential to the conduct of Lessee’s operations. Lessor shall have no obligation to fund any purchase of Equipment or portion thereof unless all reasonable conditions established by Lessor (“Funding Conditions”) have been satisfied, including, without limitation, the following: (a) Lessee has signed and delivered the Lease and attachments; (b) no Event of Default shall have occurred and be continuing; (c) no material adverse change shall have occurred in the Internal Revenue Code of 1986, as amended, and the related regulations and rulings thereunder (collectively, the “Code”); (d) no material adverse change shall have occurred in the financial condition of Lessee or any supplier; (e) the Equipment is reasonably satisfactory

to Lessor and is free and clear of any liens (except Lessor's liens); (f) all representations of Lessee in the Lease remain true, accurate and complete; and (g) Lessor has received all of the following documents, which shall be reasonably satisfactory, in form and substance, to Lessor: (1) the Acceptance Certificate; (2) evidence of insurance coverage required by the Lease; (3) an opinion of Lessee's counsel; (4) reasonably detailed invoices for the Equipment, and if such invoices have been paid by Lessee, evidence of payment thereof and evidence of official intent to reimburse such payment as required by the Code; (5) Uniform Commercial Code ("UCC") financing statements naming the Lessee as debtor; (6) copies of resolutions passed by Lessee's governing body authorizing the Lease and incumbency certificates for the person(s) who will sign the Lease; (7) such documents and certificates relating to the tax-exempt interest payable under the Lease (including without limitation IRS Form 8038-G, Form 8038-GC or such other forms, as appropriate, or evidence of filing thereof with the Secretary of the Treasury) as Lessor may request; and (8) such other documents and information previously identified by Lessor or otherwise reasonably requested by Lessor.

4. DELIVERY AND ACCEPTANCE. Lessee shall inspect the Equipment promptly, and in no event later than one business day, after delivery to Lessee and shall provide an Acceptance Certificate confirming its acceptance of the Equipment. Nothing contained in this Lease shall impose upon Lessor any duty of delivery of the Equipment or installation thereof or maintenance with respect thereto. For avoidance of doubt as to the applicability of federal excise tax pursuant to 26 U.S.C. § 4051, at or before delivery and acceptance of the Equipment, Lessee shall execute and deliver to the vendor of the Equipment an Exemption Certificate pursuant to 26 U.S.C. §§ 4221(a)(4) and 4222(b)(1), in a form complying with 26 C.F.R. § 145.4052-1(a)(6), except for the requirement that said Exemption Certificate contain a registration number, irrespective of whether the transaction contemplated by this Lease is considered a "sale." Furthermore, Lessee shall promptly execute and deliver such an Exemption Certificate to Lessor or its designee upon request in the event Lessee exercises the Purchase Option.

5. LEASE TERM AND LEASE PAYMENT. This Lease shall be effective as of the date of execution by the Lessor. The term of this Lease shall commence as of the date of execution hereof, and shall continue until the end of the Lessee's then-existing fiscal period, being September 30, 2022 (the "Original Term"), with payments to be made by Lessee as set forth on Schedule B attached hereto and made a part hereof (the "Lease Payments") without notice or demand. The Lessee shall have the option to continue this Lease, subject to periodic appropriation by the Council or availability of funds to Lessee, for such additional fiscal periods plus the concluding fractional fiscal period (each being "Renewal Terms") needed to complete the anticipated total term of this Lease as set forth in Schedule B, as it may be amended hereunder (the "Total Term"). Lessor and Lessee understand and intend that the obligation of Lessee to pay Lease Payments shall constitute a current expense of Lessee based on appropriated funds and shall not in any way be construed to be debt of Lessee in contravention of any applicable constitutional or statutory limitations or requirements concerning the creation of indebtedness by Lessee. A portion of each Lease Payment is paid as, and represents payment of interest, and a portion of each Lease Payment is paid as and represents payment of principal. Set forth in Schedule B are the interest component and the principal component of each Lease Payment during the Total Term. The interest component of each Lease Payment shall be calculated on the basis of a 360-day year and the actual number of days elapsed. The Lease Payments will be payable without notice or demand at the office of the Lessor (or such other place as Lessor or its assignee may from time to time designate in writing). Lessee shall pay interest on untimely Lease Payments pursuant to Fla. Stat. §§ 218.70 et seq. Notwithstanding any dispute between Lessee and (i) the vendor or manufacturer of the Equipment or (ii) Lessor, Lessee shall make all payments when due, subject to periodic appropriation by the Council, and shall not withhold any payments or portions thereof, pending final resolution of such dispute. Lessee hereby covenants it will not assert any right of setoff, recoupment, abatement, or counterclaim against its obligation to make the payments due pursuant to the terms hereof and that its budget officer or other business official will take such action as is necessary under the laws applicable to Lessee to budget for, seek appropriation for, and include and maintain funds sufficient and available to discharge its obligation to make all payments due during the Total Term of this Lease, pursuant to the provisions of this Lease. All payments shall be applied first to any late payment charges or other amounts due hereunder that are neither interest nor principal, then to interest accrued to the date of payment, and thereafter to the unpaid principal balance.

6. NONAPPROPRIATION OF FUNDS. In the event no funds or insufficient funds are appropriated and budgeted or are not otherwise available in the then-current budget in the Original Term or any Renewal Term for Lease Payments and/or other amounts due under this Lease, then the Lessee will immediately notify the Lessor or its assignee of such occurrence, and the Lease shall terminate on the last day of the Original Term or Renewal Term for which appropriations were received, without penalty or expense to Lessee of any kind whatsoever, except as to the portions of Lease Payments and other amounts herein agreed upon for which funds shall have been appropriated and budgeted or are otherwise available. Lessee has not created or established, and does not expect to create or establish, any sinking fund or other similar fund (i) that is reasonably expected to be used to pay the amounts due hereunder, or (ii) that may be used solely to prevent a default in the payment of amounts due hereunder; the Equipment has not been and is not expected to be sold or otherwise disposed of by Lessee, either in whole or in major part, prior to the end of the Total Term; the officer or official who has executed this Lease on Lessee's behalf is familiar with Lessee's expectations regarding the use of the Equipment and expenditure of the proceeds of the Lease; and to the best of his/her knowledge, information, and belief, the facts and estimates set forth herein are accurate and the expectations of Lessee set forth herein are reasonable.

7. AUTHORITY AND AUTHORIZATION. Lessee represents, covenants and warrants, and, as requested by Lessor, will deliver an opinion of counsel to the effect that: (i) Lessee is a political subdivision of the State of Florida; (ii) the execution, delivery and performance by Lessee of this Lease and each Schedule, and the acquisition of Lessee's rights in and to the Equipment, have been duly authorized by all necessary action on the part of the Lessee; (iii) this Lease constitutes a legal, valid and binding obligation of the Lessee enforceable in accordance with its terms; (iv) Lessee is an "issuer of tax-exempt obligations" because Lessee is a state or political subdivision thereof, Lessee is a constituted authority or district authorized to issue obligations on behalf of the state or political subdivision of the state within the meaning of 26 CFR § 1.103-1(b), or a qualified volunteer fire company within the meaning of 26 U.S.C. § 150(e)(1); (v) no lease, rental agreement, lease-purchase agreement, payment agreement or contract for purchase to which Lessee has been a party at any time during the past ten (10) years has been terminated by Lessee as a result of insufficient funds being appropriated in any fiscal period; (vi) no event has occurred which would constitute a default or an event of default under any debt, revenue bond or obligation which Lessee has issued during the past ten (10) years; (vii) Lessee has an immediate need for, and expects to make immediate use of, the Equipment, which need is not temporary or expected to diminish during the Total Term, and use of the Equipment is essential to Lessee's proper, efficient, and economic operation; (viii) Lessee presently intends to continue each Lease hereunder for the Total Term and to pay all Lease Payments relating thereto, as the Total Term does not exceed the period of probable usefulness of the Equipment; (ix) Lessee has not made any other funding arrangement with any other party for financing or acquisition of the same or similar Equipment for which it does not have an independent need; (x) Lessee is a governmental unit with general taxing powers, and Lessee shall assure that not in excess of five percent (5%) of the proceeds from the execution and delivery of the Lease is used (directly or

indirectly) in a Private Business Use (for purposes hereof, "Private Business Use" shall mean any use directly or indirectly in a trade or business carried on by a natural person or in any activity carried on by a person other than a natural person, excluding, however, use by a state or local governmental unit and use as a member of the general public); (xi) no payment obligation under the Lease is directly or indirectly (A) secured by any interest in (i) property used or to be used for a Private Business Use or (ii) proceeds arising out of such property or (B) to be derived from payments (whether or not to Lessee) arising out of property or borrowed money used or to be used for a Private Business Use; (xii) no portion of the proceeds from the execution and delivery of the Lease is to be used (directly or indirectly) to make or finance loans to persons other than "governmental units," as such term is used in Section 141(c) of the Code; (xiii) Lessee will not take any action or permit or suffer any action to be taken if the result of the same would be to cause payments due pursuant to the Lease to be "federally guaranteed" within the meaning of Section 149(b) of the Code; (xiv) the proceeds from the execution and delivery of the Lease do not constitute a "refunding bond" as that term is defined in Section 149(d)(3) of the Code; (xv) the purpose of the Lease is not to exploit the difference between interest rates available to issuers of tax-exempt obligations and those that are taxable to gain a material advantage and/or increase the burden on the market for tax-exempt obligations in any manner, including by entering an installment purchase contract for a greater amount, executing the same sooner, or permitting it to remain outstanding longer than would otherwise be necessary; (xvi) there are no other funds or accounts established or held by Lessee which are reasonably expected to be used to pay amounts due pursuant to the Lease or which are pledged as collateral for the Lease and for which there is reasonable assurance that amounts therein will be available to pay such amounts on the Lease if Lessee encounters financial difficulties, and Lessee has appropriated sufficient funds in its general operating account to meet its obligations under the Lease for the current fiscal period; (xvii) no other governmental obligations are being issued at substantially the same time and sold pursuant to a common plan of financing which will be paid out of (or have substantially the same claim to be paid out of) substantially the same source of funds as the payments due under the Lease; (xviii) the amount shown in Schedule A will be paid directly to vendors to effectuate the purchase and/or assembly of all or part of the Equipment and for no other purpose, no portion of this amount will be deposited in a reserve or replacement fund, and all of such moneys are necessary to finance the Equipment, and Lessee expects that 100% of the proceeds from the execution and delivery of the Lease will be disbursed at or near the closing of the transactions contemplated thereby; (xix) Lessee has entered into substantial binding obligations in connection with the Equipment totaling 100% of the cost of acquisition and installation of the Equipment, and 100% of the "spendable proceeds" (as that term is defined in the Code) of the proceeds of the Lease are expected to be expended to pay Equipment costs; and (xx) the date of execution of the Lease has been determined solely on the basis of bona fide financial reasons, and to obtain a favorable rate of interest, and has not been determined with the intention of abnormally prolonging the period between the execution of the Lease and the disbursement of the proceeds thereof. Nothing herein shall be construed as requiring Lessee to incur debt. Lessee agrees that (i) it will do or cause to be done all things necessary to preserve and keep this Lease in full force and effect; (ii) it has complied with all bidding requirements where necessary and by due notification presented this Lease for approval and adoption as a valid obligation on its part, (iii) it has sufficient appropriations or other funds available to pay all amounts due hereunder for the Original Term, and for each Renewal Term it elects to enter thereafter, including but not limited to Lease Payments, all amounts due in the event of a Gross-Up Event, and all expenses incidental to this Lease and maintenance and insurance of the Equipment; (iv) The official of the Lessee responsible for budget preparation will include in the budget request for each fiscal period throughout the Total Term the Lease Payments and all other amounts which may be due hereunder to become due during that fiscal period and will use all reasonable and lawful means available to secure the appropriation of money for such each such fiscal period sufficient to pay the Lease Payments and all other amounts which may be due hereunder for each Renewal Term throughout the Total Term; (v) Lessee will submit to the Secretary of the Treasury an appropriate reporting statement as required by the Code; (vi) Lessee shall provide Lessor a copy of the budget for the Original Term and each successive Renewal Term it enters promptly upon authoritative approval of the budget; (vii) all Lease Payments and other amounts due pursuant to the terms hereof shall be payable out of the general funds of Lessee or out of other funds legally appropriated therefor, and in all cases from sources other than ad valorem taxes. The Lease shall be deemed executory only to the extent of monies appropriated and available for the purpose of the Lease, and no liability on account thereof shall be incurred by Lessee beyond the amount of such monies and the obligations herein associated with return of the Equipment. Neither the full faith and credit nor the taxing power of Lessee are pledged to the payment of any amount due or to become due under the Lease.

8. TITLE. Upon acceptance of the Equipment by Lessee hereunder, title to the Equipment will vest in Lessee; subject to reversion to Lessor (i) in the event of termination of the Lease by Lessee pursuant to Section 6 hereof; (ii) upon expiration of the Total Term, if Lessee has not exercised the Purchase Option; or (iii) upon the occurrence of an Event of Default hereunder related to such Equipment, provided that such Event of Default, if curable, is not promptly cured. Upon the occurrence of (i), (ii), or (iii) above, title to the Equipment reverts to Lessor. In the event title to the Equipment reverts to Lessor, Lessee agrees to peaceably surrender possession of the Equipment, in the same condition as it existed upon delivery to Lessee, ordinary wear and tear excepted, to Lessor or its assignee on the date of such termination, packed for shipment in accordance with manufacturer specifications and freight prepaid and insured to any location in the continental United States designated by the Lessor. Lessee shall also contemporaneously execute any documentation required to transfer title to the Equipment as determined by Lessor in its sole discretion. Lessor will have all legal and equitable rights and remedies to take possession of the Equipment.

9. PERSONAL PROPERTY. The Equipment is and will remain personal property and will not be deemed to be affixed or a part of the real estate on which it may be situated, notwithstanding that the Equipment or any part thereof may be or hereafter become in any manner physically affixed or attached to real estate or any building thereon. Lessee shall hold Lessor harmless during the Original Term and any Renewal Term during which this Lease is in effect for any claim(s) to the Equipment asserted by any landlord, and Lessee shall defend Lessor and the Equipment against any claim(s) to the Equipment during the Original Term and any Renewal Term during which this Lease is in effect, provided that any sums to be expended thereon are available in the budget for the then-current term of this Lease and to the extent permitted by law. Lessee agrees that no claim of any third party shall be deemed to affect the availability of the Equipment for Lessee's use and enjoyment or abate the obligation to pay rent hereunder.

10. LOCATION; INSPECTION. The Equipment shall be delivered to the location specified on Schedule A or, if none is specified, at Lessee's address set forth above, but it shall not be Lessor's obligation to ensure delivery of the Equipment to Lessee, and Lessee shall have no recourse against Lessor in the event delivery is not made by the vendor as agreed. Lessor shall have the right to inspect the Equipment at any reasonable time. Lessee shall arrange for the transportation, delivery and installation of all Equipment to the location specified in Schedule A by Equipment suppliers selected by Lessee. Lessee shall pay all costs related thereto.

11. CARE AND USE OF EQUIPMENT. Lessee, at its own cost and expense, shall maintain the Equipment in good operating condition, repair, and appearance, and shall protect such Equipment from deterioration other than normal wear and tear; shall use the Equipment in the regular course of its activities only (i.e. only for the purpose of performing essential governmental use and public functions within the permissible scope of Lessee's authority), within its normal capacity, without abuse, and in a manner contemplated by the manufacturer thereof; and shall not make modifications, alterations, or additions to the Equipment (other than normal operating accessories or controls), without the written consent of Lessor, which shall not be unreasonably withheld. All modifications, repairs, alterations, additions, replacements, substitutions, operating accessories, and controls shall accrue to the Equipment and become the property of the Lessee, subject to Sections 8, 17, and 18 hereof. Lessor shall have the right, during customary business hours, to enter upon the premises where the Equipment is located in order to inspect, observe, or otherwise protect Lessor's interest, and Lessee shall cooperate in affording Lessor the opportunity to do the same. For the purpose of assuring Lessor that the Equipment will be properly serviced, Lessee agrees to cause the Equipment to be maintained pursuant to the manufacturer's standard preventive maintenance contract and/or recommendations and will provide proof of proper maintenance to the Lessor at the Lessor's written request. Lessee agrees that Lessor shall not be responsible for any loss or damage whatsoever to the Equipment, nor shall Lessor be responsible for latent defects, wear and tear or gradual deterioration or loss of service or use of the Equipment or any part thereof. Lessor shall not be liable to Lessee or anyone else for any liability, claim, loss, damage, or expense of any kind or nature caused directly or indirectly by the inadequacy of the Equipment, or any item supplied by the vendor or another party, any interruption of use or loss of service or use of performance of any Equipment; and loss of business or other consequence or damage, whether or not resulting from any of the foregoing. Any obligation of Lessee under this Section to pay money shall be limited solely to the payment of such moneys, if any, as shall be then appropriated and budgeted and legally available or otherwise legally available to the Lessee and legally applicable to the purpose for which payment is to be made.

12. LIENS AND TAXES. Lessee shall keep the Equipment free and clear of all liens and encumbrances except those created under this Lease. Lessee shall pay, when due, all charges and taxes (local, state and federal) which may now or hereafter be imposed upon the ownership, leasing, rental, sale, purchase, possession or use of the Equipment. If Lessee fails to pay any charges and/or taxes when due, Lessor shall have the right, but shall not be obligated, to pay such charges and/or taxes. If Lessor pays any charges or taxes for which Lessee is responsible or liable under this Lease, Lessee shall promptly reimburse Lessor therefor. Nothing herein shall be construed as requiring Lessee to incur debt.

13. RISK OF LOSS; DAMAGE; DESTRUCTION. Lessee assumes all risk of loss of or damage to the Equipment from the time the Equipment is shipped by the supplier until the Equipment is delivered to Lessor, from any cause whatsoever, and no such loss of or damage to the Equipment nor defect therein nor unfitness or obsolescence thereof shall relieve Lessee of the obligations to make Lease Payments or to perform any other obligation under this Lease. In the event of damage to any item of Equipment, Lessee will immediately notify Lessor and place the Equipment in good repair with the proceeds of any insurance recovery applied to the cost of such repair. If Lessor determines that any item of Equipment is lost, stolen, destroyed or damaged beyond repair, Lessee, at the option of Lessor to the extent permitted by applicable law, will either (a) replace the same with like equipment in good repair (in which event such replacement equipment shall automatically become Equipment hereunder) and deliver to Lessor executed copies of the invoice or bill of sale for the same; or (b) on the next Lease Payment date, pay Lessor all amounts then owed by Lessee to Lessor under this Lease for the then-current Original Term or Renewal Term plus the Purchase Option amount then applicable for said Equipment. In the event that Lessee is obligated to make such payment with respect to less than all of the Equipment, Lessor will provide Lessee with the pro rata amount of the Lease Payments and Purchase Option to be made by Lessee with respect to the Equipment which has suffered the event of loss. To the extent not prohibited by applicable law, Lessee shall bear the risk of loss for, shall pay directly, and shall defend against any and all claims, liabilities, proceedings, actions, expenses (including reasonable attorney's fees), damages or losses arising under or related to any Equipment, including, but not limited to, the possession, ownership, lease, use or operation thereof. Whether or not covered by insurance, and without limiting the foregoing, Lessee hereby assumes responsibility for (a) the selection, manufacture, purchase, acceptance or rejection of the Equipment and the ownership of the Equipment, (b) the condition of the Equipment sold or otherwise disposed of after possession by Lessee, (c) the conduct of Lessee, its officers, employees and agents, (d) any claim, loss, cost or expense involving alleged damage to the environment relating to the Equipment, including, but not limited to investigation, removal, cleanup and remedial costs, and (e) any strict liability under the laws or judicial decisions of any state or the United States. To the extent not prohibited by applicable law, these obligations of Lessee shall survive any expiration or termination of this Lease. Lessee shall not bear the risk of loss of the Equipment arising directly from events occurring after said Equipment has been returned by Lessee to Lessor in accordance with the terms of the Lease or which arise directly from the gross negligence or willful misconduct of Lessor.

14. INSURANCE. Lessee, will, at its expense, maintain at all times during the Original Term and any Renewal Term of this Lease, fire and extended coverage, public liability and property damage insurance with respect to the Equipment in such amounts, covering such risks, and with such insurers as shall be satisfactory to Lessor. In no event will the insurance limits be less than the amount of the Purchase Option price with respect to such Equipment at the beginning of the then-current Original Term or Renewal Term, computed pursuant to Section 15 hereof, plus the aggregate amount of Lease Payments then outstanding. Lessor shall be named as additional insured, and the proceeds of any such policies will be payable to Lessor as its interest shall appear with a lender's loss payable endorsement. Upon acceptance of the Equipment and upon each insurance renewal date, Lessee will deliver to Lessor a certificate evidencing such insurance. In the event of any loss, damage, injury or accident in excess of \$10,000 involving the Equipment, Lessee will promptly provide Lessor with written notice thereof and make available to Lessor all information and documentation relating thereto. Nothing herein shall be construed as requiring Lessee to incur debt. Lessee represents and warrants that it has appropriated the funds necessary to insure the Equipment and that its budget official will use all efforts to obtain appropriations for insurance required hereunder for all successive Renewal Terms throughout the Total Term. Lessee shall provide satisfactory evidence of required insurance coverage for all Equipment, and each insurance policy will require that the insurer give Lessor prompt written notice of any amendment to or cancellation of such policy and will require that Lessor's interests remain insured regardless of any act, error, misrepresentation, omission or neglect of Lessee. The insurance maintained by Lessee shall be primary without any right of contribution from insurance which may be maintained by Lessor.

15. PURCHASE OPTION. At its option at any time, the Lessee may obtain ownership of all the Equipment listed on Schedule A free of this Lease and the Lessor's interest in the Equipment, by paying (a) all Lease Payments and other amounts then due and payable hereunder, (b) all interest accrued and unpaid to the prepayment date, and (c) the applicable Purchase Option amount listed on Schedule B. Upon satisfaction by Lessee of such purchase conditions, Lessor will transfer any and all of its right, title and interest in the Equipment to Lessee as is, without warranty, express or implied, except that Lessor will warrant to Lessee that the Equipment is free and clear of any liens created by Lessor.

16. ASSIGNMENT. Without Lessor's prior written consent, Lessee will not (i) assign, transfer, pledge, hypothecate, grant any security interest in or otherwise dispose of this Lease or the Equipment or any interest in this Lease or the Equipment (ii) sublet or lend the Equipment or permit it to be used by anyone other than Lessee or Lessee's employees. Lessor may assign its rights and interest in and to this Lease, the Equipment and any other documents executed with respect to this Lease and/or grant or assign a security interest in this Lease, in whole or in part. Any such assignees shall have all of the rights of Lessor under this Lease. Subject to the foregoing, this Lease inures to the benefit of and is binding upon the heirs, executors, administrators, successors and assigns of the parties hereto. Upon assignment of Lessor's interests herein, Lessor will cause written notice of such assignment to be sent to Lessee which will be sufficient if it discloses the name of the assignee and address to which further payments hereunder should be made. No further action will be required by Lessor or by Lessee to evidence the assignment, but Lessee will acknowledge such assignments in writing if so requested.

17. EVENTS OF DEFAULT. The term "Event of Default" as used herein, means the occurrence of any one or more of the following events: (a) Lessee fails to make any Lease Payment (or any other payment), except as specifically provided in Section 6 herein, as it becomes due in accordance with the terms hereof or of any other agreement with Lessor, (b) Lessee fails to perform or observe any other covenant, condition, or agreement to be performed or observed by it hereunder or under any other agreement with Lessor; or (c) The discovery by Lessor that any statement, representation, or warranty made by Lessee in this Lease, or in any writing ever delivered by Lessee pursuant hereto or in connection herewith is false, misleading, or erroneous in any material respect.

18. REMEDIES. Upon the occurrence of an Event of Default, irrespective of the applicability of referenced statutory remedies, to the extent not prohibited by applicable law, Lessor may, at its option, exercise any one or more of the following remedies: (a) By written notice to Lessee, where allowed by law, declare an amount equal to such amount then due hereunder to be immediately due and payable, whereupon the same shall become immediately due and payable; provided, however, that the actual amount due as of the date of such acceleration shall be limited to the unpaid principal component and interest component of Lease Payments accrued to the date of expiration of the Original Term or Renewal Term in which such acceleration occurs, together with interest on such amount at the rate of 18% per annum or the maximum rate allowed by applicable law, whichever is lower; (b) By written notice to the Lessee, request Lessee to (and Lessee agrees that it will), at Lessee's expense, promptly return the Equipment to Lessor in the manner set forth in Section 6 hereof, or Lessor, at its option, may enter upon the premises where the Equipment is located and take immediate possession of and remove the same; (c) Sell or lease the Equipment or any part thereof, at public auction or by private sale or lease at such time or times and upon such terms as Lessor may determine, free and clear of any rights of Lessee and, if notice thereof is required by law, any notice in writing of any such sale or lease by Lessor to Lessee not less than ten (10) days prior to the date thereof shall constitute reasonable notice thereof to Lessee; (d) Proceed by appropriate action either by law or in equity to enforce performance by Lessee of the applicable covenants of this Lease or to recover damages for the breach thereof, subject to the limitations of liability contained herein; (e) Exercise any and all rights and remedies accruing to a lessor under the Florida Statutes, including without limitation those remedies accruing to a lessor under Fla. Stat. §§ 680.523 et seq. (2019), irrespective of whether the Lease is deemed not to be a true lease by a court of competent jurisdiction; (f) Exercise any and all rights and remedies available under applicable law (including common law, statutory, and equitable rights and remedies); and/or (g) Enforce Lessee's specific performance or seek an injunction to ensure the performance of the provisions hereof requiring surrender of possession of the Equipment and transfer of title to the Equipment to Lessor. Lessee shall upon request of Lessor after an Event of Default execute any documentation required to transfer title to the Equipment to Lessor as determined by Lessor in its sole discretion. In addition, Lessee will, subject to the limitations of liability contained herein, remain liable for all covenants under this Lease and documents executed in connection herewith. In the event of a default by the Lessee under the provisions of this Lease, the Lessee agrees, subject to the limitations and provisions of applicable law, that it will pay on demand to the Lessor, the reasonable costs and expenses, including attorneys' fees, incurred by the Lessor in the collection of amounts due hereunder or the enforcement of performance or observation of any obligation or agreement by the Lessee. Any obligation of Lessee under this Section to pay money shall be limited solely to the payment of such moneys, if any, as shall be then appropriated and budgeted and legally available or otherwise legally available to the Lessee and legally applicable to the purpose for which payment is to be made during the then-current budget period.

19. DESIGNATION AS "QUALIFIED TAX- EXEMPT OBLIGATION." Pursuant to 26 U.S.C. § 265(b)(3), Lessee hereby specifically designates the obligation to make Lease Payments as a "qualified tax-exempt obligation," and hereby covenants that it will comply with all requirements of the Code for such designation. The Lessee hereby represents that it will not designate more than \$10,000,000.00 of obligations issued by Lessee in the calendar year during which the contract is executed and delivered as "qualified tax -exempt obligations." Lessee agrees to file either Form 8038-G, Form 8038-GC or such other forms, as appropriate, with the Internal Revenue Service as to the Lease Payments made hereunder for each reporting year during which the Original Term or any Renewal Term is in effect. If for any reason the Internal Revenue Service does not treat the Lease Payments hereunder as a "qualified tax-exempt obligation" (a "Gross-Up Event"), then Lessee shall, prior to the end of each then-current appropriations period, pay to Lessor the difference between the yield on Lease Payments that would have existed had the Internal Revenue Service treated the Lease Payments as tax-exempt for the then-current appropriations period and the yield Lessor actually realized during the then-current appropriations period.

20. FINANCIAL INFORMATION. As soon as they are available after their completion in each fiscal year of Lessee during any term of this Lease, Lessee will deliver to Lessor upon Lessor's request the publicly available annual financial information of Lessee and such other information as Lessor may reasonably request.

21. NOTICES. All notices to be given under this Lease shall be made in writing and mailed by certified mail, return receipt requested, or by recognized overnight national delivery service to the other party at its address set forth herein or at such address as the party may provide in writing from time to time.

22. SECTION HEADINGS. All section headings contained herein are for the convenience of reference only and are not intended to define or limit the scope of any provision hereof.

23. GOVERNING LAW. This Lease shall be construed in accordance with and governed by the laws of the State of Florida.

24. DELIVERY OF RELATED DOCUMENTS. Lessee will execute or provide, as requested by Lessor, such other documents and information as are reasonably necessary with respect to the transaction(s) contemplated by this Lease. Lessee agrees to execute and/or deliver, as required by and to the satisfaction of Lessor in its sole discretion, any documents and information that may be necessary or convenient to correct any errors or omissions herein or to reflect the intent of the Lessor.

25. **WAIVER OF JURY TRIAL.** Lessee and Lessor hereby irrevocably waive any right to a jury trial with respect to any matter arising under or in connection with this Lease and agree that any dispute shall be determined by a court sitting without a jury.

26. **PERFORMANCE BONDS.** If requested by Lessor to facilitate payments to vendors in advance of delivery and acceptance, Lessee agrees to require the Equipment manufacturer, and all other contractors and/or subcontractors (collectively, "Contractors") with whom Lessee has contracted for the acquisition of the Equipment, to provide performance bond satisfactory to Lessor conditioned upon the construction of the Equipment as expeditiously as reasonably possible from the date of execution of such Lease and also conditioned upon delivery of possession of the Equipment to the Lessee free and clear of all liens and encumbrances, except the interest of Lessor under the Lease. Each such bond shall be in a form and with a surety acceptable to Lessor and shall name Lessor as a dual obligee. The Lessee shall proceed promptly to pursue diligently any remedies available against a Contractor that is in default under any agreement relating to the acquisition and construction of the Equipment and/or against each surety on any bond securing the performance of such Contractor's obligations with respect to the acquisition and construction of the Equipment. The Lessee and Lessor shall cause the net proceeds recovered by way of the foregoing to be applied, at Lessor's option, to (i) the completion of the Equipment, or (ii) the payment of all Lease Payments then due plus the then-applicable Purchase Option price. Any balance of net proceeds remaining after completion of Equipment construction or payment of the outstanding balance owed under the applicable Lease shall be paid promptly to Lessee.

27. **ENTIRE AGREEMENT; SEVERABILITY; WAIVER.** This Lease, together with the Acceptance Certificate and other attachments hereto, and other documents or instruments executed by Lessee and Lessor in connection herewith, constitute the entire agreement between the parties with respect to the Lease of the Equipment, and this Lease shall not be modified, amended, altered, or changed except with the written consent of Lessee and Lessor. Any provision of this Lease found to be prohibited by law shall be ineffective to the extent of such prohibition without invalidating the remainder of this Lease; provided that such invalidation does not render performance of this Lease impracticable or defeat the purpose of this Lease or the basic rights of any party hereto. The waiver by Lessor of any breach by Lessee of any term, covenant or condition hereof shall not operate as a waiver of any subsequent breach thereof.

By signing below Lessee hereby warrants and certifies that the governing body of the Lessee has determined that this agreement is in the best interest of the Lessee, approved the entering into this agreement and designated and authorized the person signing below to execute this agreement and related documents on behalf of the Lessee.

IN WITNESS WHEREOF, Lessor and Lessee have caused this Lease to be executed in their names by their duly authorized representatives as of the date first above written.

LESSOR: Commercial Credit Group Inc.

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

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

LESSEE: Suwannee County

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

Title: Suwannee County Administrator

(AFFIX OFFICIAL SEAL)

Approved as to form by: \_\_\_\_\_

City or County Attorney

SCHEDULE A

DESCRIPTION OF EQUIPMENT: One (1) 2022 Mack TE64 chassis w/ attached EZ Pack Hercules 44 yard Commercial Front Loader (s/n 215711) bearing VIN 1M2TE2GC9NM007258  
One (1) 2022 Mack TE64 chassis w/ attached EZ Pack Hercules 44 yard Commercial Front Loader (s/n 215710) bearing VIN 1M2TE2GC7NM007260

SUPPLIER OR VENDOR: RDK Assets LLC

AMOUNT PAYABLE TO VENDOR: \$565,560.00

EQUIPMENT LOCATION: 200 South Ohio Avenue, Live Oak, FL 32064

SCHEDULE B

PAYMENT SCHEDULE

<u>Payment Number</u>	<u>Due Date</u>	<u>Payment</u>	<u>Interest</u>	<u>Principal</u>	<u>Purchase Option</u>
1	3/1/22	\$ 161,305.00	\$ -	\$ 161,305.00	\$ 429,825.00
	4/1/23	\$ N/A	\$ 25,570.00	\$ 404,255.00	\$ 429,825.00

TOTAL TERM OF LEASE: March 1, 2022 – April 1, 2023

## Lessee's Certifications

DATE: March 1, 2022

TO: Commercial Credit Group Inc., LESSOR

RE: LEASE AGREEMENT DATED March 1, 2022 ("Lease")

The undersigned, being the acting and qualified County Administrator of the Board of County Commissioners of Suwannee County, the governing body of Lessee under the Lease referenced above, hereby represents and warrants, as an inducement to Lessor to enter the Lease, as follows:

1. The use of the Equipment (as defined in the Lease and hereinbelow) is essential to the Lessee's proper, efficient, and economic operation. Lessee has not made any other funding arrangement with any other party for financing or acquisition of the same or similar Equipment for which it does not have an independent need.
2. Lessee is a governmental unit with general taxing powers. Lessee shall assure that not in excess of five percent (5%) of the proceeds from the execution and delivery of the Lease is used (directly or indirectly) in a Private Business Use. For purposes hereof, "Private Business Use" shall mean any use directly or indirectly in a trade or business carried on by a natural person or in any activity carried on by a person other than a natural person, excluding, however, use by a state or local governmental unit and use as a member of the general public.
3. No payment obligation under the Lease is (under the terms of such Lease or any underlying arrangement), directly or indirectly (A) secured by any interest in (i) property used or to be used for a Private Business Use or (ii) proceeds arising out of such property or (B) to be derived from payments (whether or not to Lessee) arising out of property or borrowed money used or to be used for a Private Business Use.
4. No portion of the proceeds from the execution and delivery of the Lease is to be used (directly or indirectly) to make or finance loans to persons other than "governmental units," as such term is used in Section 141(c) of the Internal Revenue Code of 1986, as amended and the regulations and rulings promulgated thereunder (collectively, the "Code").
5. Lessee will not take any action or permit or suffer any action to be taken if the result of the same would be to cause payments due pursuant to the Lease to be "federally guaranteed" within the meaning of Section 149(b) of the Code.
6. The proceeds from the execution and delivery of the Lease do not constitute a "refunding bond" as that term is defined in Section 149(d)(3) of the Code.
7. The purpose of the Lease is not to exploit the difference between interest rates available to issuers of tax-exempt obligations and those that are taxable to gain a material advantage and/or increase the burden on the market for tax-exempt obligations in any manner, including by

entering an installment purchase contract for a greater amount, executing the same sooner, or permitting it to remain outstanding longer than would otherwise be necessary.

8. There are no other funds or accounts established or held by Lessee which are reasonably expected to be used to pay amounts due pursuant to the Lease or which are pledged as collateral for the Lease and for which there is reasonable assurance that amounts therein will be available to pay such amounts on the Lease if Lessee encounters financial difficulties. Lessee has appropriated sufficient funds in its general operating account to meet its obligations under the Lease for the current fiscal period.
9. No other governmental obligations are being issued at substantially the same time and sold pursuant to a common plan of financing which will be paid out of (or have substantially the same claim to be paid out of) substantially the same source of funds as the payments due under the Lease.
10. The following amount will be disbursed pursuant to the Lease: \$565,560.00. This amount will be paid directly to vendors to effectuate the purchase and/or assembly of all or part of the equipment under the Lease (the "Equipment") and for no other purpose. No portion of this amount will be deposited in a reserve or replacement fund, and all of such moneys are necessary to finance the Equipment. Lessee expects that 100% of the proceeds from the execution and delivery of the Lease will be disbursed at or near the closing of the transactions contemplated thereby.
11. Lessee has entered into substantial binding obligations in connection with the Equipment totaling 100% of the cost of acquisition and installation of the Equipment.
12. 100% of the "spendable proceeds" (as that term is defined in the Code) of the proceeds of the Lease are expected to be expended to pay Equipment costs.
13. The date of execution of the Lease has been determined solely on the basis of bona fide financial reasons, and to obtain a favorable rate of interest, and has not been determined with the intention of abnormally prolonging the period between the execution of the Lease and the disbursement of the proceeds thereof.
14. The representations, warranties, covenants and agreements contained in the Lease are hereby made by the Lessee as of the date hereof and such provisions are incorporated by reference herein.
15. The Lessee will cause a reporting return on IRS Form 8038-G, 8038-GC, or such other form as is or may become appropriate for such reporting as designated by the IRS from time to time, to be accurately completed and duly filed pursuant to Section 149(e) of the Code not later than the 15th day of the second calendar month after the close of the calendar quarter during which the Lease is executed.

16. The payment of interest (and principal) under the Lease is a “qualified tax-exempt obligation” as defined in Section 265(b)(3) of the Code, and Lessee hereby designates said payments as such. Lessee covenants not to issue tax-exempt obligations (excluding private activity bonds other than qualified 501(c)(3) bonds and including all tax-exempt obligations of subordinate entities of the Lessee) during the calendar year in which the Lease commences in excess of \$10,000,000.00.
17. The Equipment will be used by a department or division of Suwannee County, for the following purposes: county waste services.
18. The Board of County Commissioners of Suwannee County has allocated and approved appropriation of an amount necessary to pay in full the obligations in the Lease for the fiscal period beginning October 1, 2021 and ending September 30, 2022, for the purpose of paying all sums which are or may become due and payable pursuant to the Lease, and said Board has authority to transfer all such sums to Lessor pursuant to the terms of the Lease.

LESSEE:

SUWANNEE COUNTY

BY: \_\_\_\_\_

Randy Harris, County Administrator

RESOLUTION AND DECLARATION OF OFFICIAL INTENT

Lessee: Suwannee County

Principal Amount Expected To Be Financed: \$565,560.00.00

WHEREAS, the above Lessee is a political subdivision of Florida (the "State") and is duly organized and existing pursuant to the Constitution and laws of the State.

WHEREAS, pursuant to applicable law, the Board of County Commissioners of the Lessee ("Governing Body") is authorized to acquire, dispose of and encumber real and personal property, including, without limitation, rights and interests in property, leases and easements necessary to the functions or operations of the Lessee.

WHEREAS, the Governing Body hereby finds and determines the execution of one or more lease-purchase agreements ("Leases") in the principal amount not exceeding the amount stated above ("Principal Amount") for the purpose of acquiring the property generally described below ("Equipment") and to be described more specifically in the Leases is appropriate and necessary to the functions and operations of the Lessee.

Brief Description of Equipment:

One (1) 2022 Mack TE64 chassis w/ attached EZ Pack Hercules 44 yard Commercial Front Loader (s/n 215711) bearing VIN 1M2TE2GC9NM007258

One (1) 2022 Mack TE64 chassis w/ attached EZ Pack Hercules 44 yard Commercial Front Loader (s/n 215710) bearing VIN 1M2TE2GC7NM007260 \_\_\_\_\_

WHEREAS, Commercial Credit Group Inc. ("Lessor") is expected to act as the Lessor under the Leases.

WHEREAS, the Lessee may pay certain capital expenditures in connection with the Equipment prior to disbursement of proceeds of the Leases ("Lease Purchase Proceeds") for such expenditures, and such expenditures are not expected to exceed the Principal Amount.

WHEREAS, the U.S. Treasury Department regulations do not allow the proceeds of a tax-exempt borrowing to be spent on working capital, and the Lessee hereby declares its official intent to be reimbursed for any capital expenditures for Equipment from the proceeds of the Lease.

NOW, THEREFORE, Be It Resolved by the Governing Body of the Lessee:

Section 1. The Lessee hereby determines that it has critically evaluated the financing alternatives available to it and that entering into the Leases and financing the acquisition of the Equipment thereby is in the best interests of the Lessee. Such evaluation shall be available as a public record. The specific reason for such determination is that entering into such Leases results in a lower overall cost to the Lessee. Execution of the Leases will not cause the Lessee to be in violation of the limits contained in applicable law and/or regulation(s).

Section 2. The Lessee is hereby authorized to acquire and lease the Equipment and is hereby authorized to finance the same by entering into the Leases. Any action taken by the Lessee in connection therewith is hereby ratified and confirmed.

Section 3. Randy Harris, County Administrator an "Authorized Representative") acting on behalf of the Lessee is hereby authorized to negotiate, enter into, execute, and deliver one or more Leases in substantially the form set forth in the document presently before the Governing Body, which document is available for public inspection at the office of the Lessee. Each Authorized Representative acting on behalf of the Lessee is hereby authorized to negotiate, enter into, execute, and deliver such other documents relating to the Equipment Lease (including, but not limited to, escrow agreements) as the Authorized Representative deems necessary and appropriate. All other related contracts and agreements necessary and incidental to the Leases are hereby authorized.

Section 4. By a written instrument signed by any Authorized Representative, said Authorized Representative

may designate specifically identified officers or employees of the Lessee to execute and deliver agreements and documents relating to the Leases on behalf of the Lessee.

Section 5. The aggregate original principal amount of the Leases shall not exceed the Principal Amount and shall bear interest as set forth in the Leases, and the Leases shall contain such options to purchase by the Lessee as set forth therein.

Section 6. The Lessee's obligations under the Leases shall be subject to annual appropriation or renewal by the Governing Body as set forth in each Lease, and the Lessee's obligations under the Leases shall not constitute general obligations of the Lessee or indebtedness under the Constitution or laws of the State.

Section 7. It is hereby determined that the purpose of acquiring and leasing the Equipment is an object or purpose authorized for the Governing Body by sec. 125.01, Fla. Stat. and that the period of probable usefulness of said purpose is five (5) years.

Section 8. It is hereby determined the Total Term of the Leases (as defined therein) authorized by this resolution will not be in excess of two (2) years.

Section 9. The Governing Body has determined that leasing the Equipment will not have a significant effect on the environment and, therefore, no other determination or procedures under the applicable law is required.

Section 10. The Governing Body of Lessee anticipates that the Lessee may pay certain capital expenditures in connection with the Equipment prior to the disbursement of proceeds of the Lease for the Equipment. The Governing Body of Lessee hereby declares the Lessee's official intent to use the Lease proceeds to reimburse itself for Equipment expenditures. This section of the Resolution is adopted by the Governing Body of Lessee for the purpose of establishing compliance with the requirements of Section 1.150-2 of Treasury Regulations. This section of the Resolution does not bind the Lessee to make any expenditure, incur any indebtedness, or proceed with the purchase of the Equipment.

Section 11. LESSEE CERTIFIES THAT IT HAS DESIGNATED THE LEASE AS A QUALIFIED TAX-EXEMPT OBLIGATION IN ACCORDANCE WITH SECTION 265(b)(3) OF THE CODE (as defined in the Lease); THAT IT HAS NOT DESIGNATED MORE THAN \$10,000,000 OF ITS OBLIGATIONS AS QUALIFIED TAX-EXEMPT OBLIGATIONS IN ACCORDANCE WITH SUCH SECTION FOR THE CURRENT CALENDAR YEAR AND THAT IT REASONABLY ANTICIPATES THAT THE TOTAL AMOUNT OF TAX-EXEMPT OBLIGATIONS TO BE ISSUED BY LESSEE DURING THE CURRENT CALENDAR YEAR WILL NOT EXCEED \$10,000,000.

Section 12. The Authorized Representative is further authorized to take such actions and execute such documents as may be necessary to ensure the continued status of the interest on the Leases authorized by this resolution as excludable from gross income for federal income tax purposes pursuant to Section 103 of the Code (as defined in the Lease).

Section 13. This resolution is not subject to any mandatory or permissive referendum pursuant to applicable law.

Section 14. This Resolution shall take effect immediately upon its adoption and approval

PASSED, APPROVED AND ADOPTED this 1<sup>st</sup> day of March, 2022.

BY: \_\_\_\_\_

Franklin White, Chairman

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

Board of County Commissioners

Suwannee County, Florida

March 1, 2022

Commercial Credit Group Inc.  
525 N. Tryon St., Ste. 1000  
Charlotte, NC 28202

Re: Lease Agreement dated as of March 1, 2022 (the "Contract") to Lease two front loading garbage trucks, between Commercial Credit Group Inc. (Lessor) and Suwannee County, a political subdivision of the State of Florida, (the "County") as amended by that certain Addendum to Lease Contract dated as of March 1, 2022.

Gentlemen:

This firm is general counsel for the County. As counsel for the County, we have examined duly executed originals of the Contract, and based upon such examination and upon such other examination as we have deemed necessary or appropriate, we are of the opinion that:

1. The County is a public body corporate and politic, legally existing under the laws of the State of Florida. County is a political subdivision of the State of Florida as that term appears in Section 103 of the Internal Revenue Code of 1986, as amended, and the portion of rent identified as interest in the Contract will not be includable in the gross income of its recipient for federal tax purposes pursuant to applicable law and, as such, will be exempt from federal income taxes.
2. The Contract has been duly authorized, executed and delivered by County, pursuant to constitutional, statutory and/or home rule provision which authorized this transaction and the Resolution attached thereto. No further approval, consent or withholding of objections is required from any federal, State, or local governmental authority with respect to the entering into or performance by the County of the Contract and the transactions contemplated thereby.
3. The Contract is a legal, valid and binding obligation of County, enforceable in accordance with its terms.
4. The entering into and performance of the Contract and other related documents

will not violate any judgment, order, law or regulation applicable to the County or result in any breach of, or constitute a default under, or result in the creation of any lien, charge, security interest or other encumbrance upon any assets of the County or the Equipment (as defined in the Contract) pursuant to any indenture, mortgage, deed of trust, bank loan, credit agreement or other instrument by which the County is a party or by which it or its assets may be bound other than as contemplated in the Contract. County is in compliance with all applicable limitations restricting its ability to incur obligations, and the obligations County is incurring pursuant to the Contract will not exceed any such limitations.

5. The County has complied with applicable public bidding requirements.
6. Upon information and belief, no litigation is pending or threatened in any court or other tribunal, state or federal, in any way questioning or affecting the validity of the Resolution or the Contract.
7. The signatures of the officers of County which appear on the Contract are true and genuine. We know said officers and know them to hold the offices set forth below their names.
8. This opinion may be relied upon by the addressee hereof and its successors and assignees of interests in the Contract, but only with regard to matters specifically set forth herein.

Sincerely,

Prevatt Law Firm, PL

James W. Prevatt, Jr.  
County Attorney

## ADDENDUM TO LEASE CONTRACT

Suwannee County, a political subdivision of the State of Florida (the "County") and

Commercial Credit Group Inc.  
525 North Tryon Street, Suite 1000  
Charlotte, NC 28202 (the "Lessor")

are entering into certain contract document(s) designated as

Lease Agreement dated March 1, 2022, and all addenda and attachments thereto  
(collectively the "Contract")

for the lease or lease-purchase of certain equipment, vehicles and/or other personal property (the "Equipment") by the County from the Lessor, and for good and valuable consideration, the receipt and sufficiency of which is acknowledged, the County and the Lessor agree as follows:

1. Any provision of the Contract to the contrary notwithstanding, Florida law shall apply herein and in the interpretation and enforcement of the Contract without regard to Florida's choice of law rules and the County does not waive the County's home venue privilege as provided by Florida law. Accordingly, the venue for any action on the contract shall be the court of appropriate jurisdiction in Suwannee County, Florida. Any provision of the Contract to the contrary notwithstanding, County does not consent to submission to arbitration, binding or otherwise, for resolution of any claim under the contract.
2. Under Florida law, the County can only be bound to the express written terms of a contract. *State, Agency for Health Care Admin. v. MIED, Inc.*, 869 So. 2d 13 (Fla. 1st DCA 2004); *County of Brevard v. Miorelli Eng'g, Inc.*, 703 So. 2d 1049 (Fla. 1997)
3. Under Florida law, private parties who contract with the County do so at their peril and are bound to ascertain the legal limits of the County's authority to enter into such contracts. Regardless of the provisions of such contracts, the County will not be bound to contractual provisions which are contrary to Florida law. *See, Ramsey v. Kissimmee*, 139 Fla. 107, 190 So. 474 (Fla. 1939); *City of Hollywood v. Witt*, 789 So. 2d 1130 (Fla. 4th DCA 2001); *Palm Beach County Health Care Dist. v. Everglades Mem'l Hosp., Inc.*, 658 So. 2d 577 (Fla. 4th DCA 1995); *City of Panama City v. T & A Utilities Contractors*, 606 So. 2d 744 (Fla. 1st DCA 1992); *Club on the Bay, Inc. v. City of Miami Beach*, 439 So. 2d 325 (Fla. 3d DCA 1983), *rev. den.*, 439 So. 2d 325 (Fla. 1984); *Town of Indian River Shores v. Coll*, 378 So. 2d 53 (Fla. 4th DCA 1979)
4. Under Florida law, the County cannot grant a security interest in real or personal property. *See, Florida Attorney General Opinion 98-71 (1998)* Should the Contract provide that title to the Equipment is transferred to the County, a provision in the Contract which requires the Equipment be delivered back to the Lessor and/or reconveyed upon default or other contingency could be construed as an attempt to grant

or a security interest in the Equipment and disallowed under Florida law. In such event, Lessor shall still have all other remedies set forth in the Contract available to it. See generally, Florida Attorney General Opinion 80-9 (1980)

5. Under Florida law, except in very limited circumstances, the County cannot indemnify a private entity. See, Florida Attorney General Opinions 2000-22 (2000); 93-34 (1993) Should the Contract provide for the County to indemnify the Lessor, notwithstanding such provision, the County shall only be bound to such provision to extent allowable under Florida law and all risk that such indemnity provision is unenforceable is on the Lessor.
6. Under Florida law, the County cannot be required to pay interest or penalties for late payments except as set out in the Local Government Prompt Payment Act in Part VII, Ch. 218.70 et seq. , Florida Statutes.
7. Any provision of the Contract to the contrary notwithstanding, the County shall have no obligation to make payments under the Contract in any fiscal year in which the County's Board of County Commissioners has failed to appropriate funds for the Contract in the County's budget in accordance with the County's statutory budget process. In the event that funds are not appropriated for the Contract, then the Contract shall terminate as of September 30 of the last fiscal year for which funds were appropriated. The County shall notify the Lessor in writing of any such non-appropriation of funds at the earliest practical date.
8. The County warrants that, (1) the County is, and at all times during the term of the Contract shall remain, an "issuer of tax exempt obligations" because the County is a political subdivision of the State within the meaning of Section 103(a) of the Internal Revenue Code of 1986, as amended, and (2) the County shall, during the term of the Contract, use the Equipment only for essential, traditional government purposes. Any provision of the Contract to the contrary notwithstanding, the rights and duties of the parties under the terms of the Contract are not contingent on the transaction set out in the Contract or the payments to be made under the Contract receiving (or not receiving) any particular tax treatment by the United States Internal Revenue Service, the Florida Department of Revenue or any other Federal, State or local taxing authority, except that, should the County breach any of the warranties set out in this paragraph, the amounts due to the Lessor under the Contract shall be adjusted upward to compensate the Lessor for any extra tax liability incurred by the Lessor due to such breach.
9. Any provision of the Contract to the contrary notwithstanding, the County does not pledge the full faith and credit of the County, nor does the County pledge any ad valorem taxes or other moneys other than moneys lawfully appropriated by the County's Board of County Commissioners from time to time. Lessor shall not have the right to require or compel the County's Board of County Commissioners to exercise the County's ad valorem taxing power or appropriate any funds to obtain the payment or performance of any of the County's obligations created by the Contract.

10. Any provision of the Contract to the contrary notwithstanding, the County shall not become liable under the Contract until and unless the County acknowledges (in writing and after reasonable inspection) that the Equipment has been delivered timely, is the particular Equipment ordered and is in good working order. Such written acknowledgment shall not relieve the Lessor of its obligations to concerning defects in the Equipment which are discovered thereafter.
11. Any provision of the Contract to the contrary notwithstanding, all manufacturer warranties and guarantees, express and implied, and rights to services in connection with such warranties and guarantees, concerning the Equipment, shall be assigned to the County on the effective date of the Contract and may thereafter be enforced by the County in its own name, such assignment of and authority of the County to enforce such warranties and guarantees being effective only for so long as the Contract has not been terminated by an event of default, an event of nonappropriation, or otherwise. The Lessor will execute and deliver to the County all writings reasonably required by the County to accomplish the same.
12. Any provision of the Contract to the contrary notwithstanding, the parties mutually and forever waive the right to recover any consequential, incidental, indirect, special or punitive damages, including, without limitation, loss of future revenue, income or profits, in any legal proceeding(s) arising out of or relating to the Contract. This waiver shall apply to legal actions sounding in both contract and tort and shall apply whether or not the possibility of such damages has been disclosed in advance or could have been reasonably foreseen. This provision shall survive the termination of the Contract.
13. The existence of this addendum shall be referenced in the documents making up the Contract as well as the legal opinion letter and resolution of the Board approving and authorizing execution of the Contract. However, the failure to make any such reference(s) shall not affect the enforceability of this addendum.

3/1/2022

\_\_\_\_\_  
Date

As the County's authorized representative

\_\_\_\_\_  
Date

As the Lessor's authorized representative

**EXEMPTION CERTIFICATE**

I hereby certify that I am County Administrator of Suwannee County, Florida ("purchaser"), that I am authorized to execute this certificate, and that:

[Check appropriate line]

\_\_\_ the article or articles specified in the accompanying order, or on the reverse side hereof, [or]

X all orders placed by the purchaser for the period commencing March 1, 2022, are being leased to a State or local government, and, pursuant to 26 U.S.C. § 4221(a)(4), the lease does not constitute a taxable sale under 26 CFR § 145.4052-1(a)(2) or the "first retail sale" under 26 U.S.C. § 4051(a)(1).

I understand that the fraudulent use of this certificate to secure exemption will subject me and all parties making such fraudulent use to a fine of not more than \$10,000, or to imprisonment for not more than 5 years, or both, together with costs of prosecution.

I understand that Commercial Credit Group Inc. is relying on the truth of the matters certified herein as an inducement to enter a lease with Suwannee County.

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

Randy Harris  
County Administrator  
13150 80<sup>th</sup> Terrace  
Live Oak, FL 32060



March 1, 2022

## INVOICE

To: Suwannee County  
200 South Ohio Avenue  
Live Oak, FL 32064

RE: Lease Agreement

3/1/22/2022 Rental Payment: \$161,305.00

**Total Due Upon Receipt \$161,305.00**

Remit To: Commercial Credit Group Inc.  
525 North Tryon Street, Suite 1000  
Charlotte, NC 28202

Wire/ACH: Wells Fargo Bank  
301 South College Street #400  
Charlotte, NC 28202  
704-374-6161

Beneficiary: Commercial Credit Group Inc.  
Acct # 2000026298881  
ABA # 121000248

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**Charlotte, NC | Headquarters**  
525 N. Tryon Street, Suite 1000  
Charlotte, NC 28202  
Office: (704) 731-0031 Fax: (704) 793-9528  
[commercialcreditgroup.com](http://commercialcreditgroup.com)

**Locations**  
NC | Charlotte (HQ)  
IL | Naperville  
NY | Buffalo  
ON | Hamilton



## Consumer's Certificate of Exemption

DR-14  
R. 10/15

Issued Pursuant to Chapter 212, Florida Statutes

85-8012971280C-3	10/31/2017	10/31/2022	COUNTY GOVERNMENT
Certificate Number	Effective Date	Expiration Date	Exemption Category

This certifies that

SUWANNEE COUNTY BOARD OF COUNTY  
COMMISSIONERS  
200 OHIO AVE S  
LIVE OAK FL 32064-3200

is exempt from the payment of Florida sales and use tax on real property rented, transient rental property rented, tangible personal property purchased or rented, or services purchased.



## Important Information for Exempt Organizations

DR-14  
R. 10/15

1. You must provide all vendors and suppliers with an exemption certificate before making tax-exempt purchases. See Rule 12A-1.038, Florida Administrative Code (F.A.C.).
2. Your *Consumer's Certificate of Exemption* is to be used solely by your organization for your organization's customary nonprofit activities.
3. Purchases made by an individual on behalf of the organization are taxable, even if the individual will be reimbursed by the organization.
4. This exemption applies only to purchases your organization makes. The sale or lease to others of tangible personal property, sleeping accommodations, or other real property is taxable. Your organization must register, and collect and remit sales and use tax on such taxable transactions. Note: Churches are exempt from this requirement except when they are the lessor of real property (Rule 12A-1.070, F.A.C.).
5. It is a criminal offense to fraudulently present this certificate to evade the payment of sales tax. Under no circumstances should this certificate be used for the personal benefit of any individual. Violators will be liable for payment of the sales tax plus a penalty of 200% of the tax, and may be subject to conviction of a third-degree felony. Any violation will require the revocation of this certificate.
6. If you have questions regarding your exemption certificate, please contact the Exemption Unit of Account Management at 800-352-3671. From the available options, select "Registration of Taxes," then "Registration Information," and finally "Exemption Certificates and Nonprofit Entities." The mailing address is PO Box 6480, Tallahassee, FL 32314-6480.

# **Agenda Item No. 11**

**Item:**

Purchase F-250 pickup

**Description:**

2022 F-250 Super Cab 4WD XL 8' Utility Bed

\$44,365.00

**Budget Impact:**

Approved (Budgeted Item \$45,000.00)

**Requested Action:**

Approval

# ALAN JAY FLEET SALES

Sourcewell  
Formerly NJPA

Awarded Contract

Call Us first, for all of your Fleet Automotive, & Light Truck needs.

Quote

PHONE (800) ALANJAY (252-6529)		DIRECT 863-402-4234	WWW.ALANJAY.COM	36291-1
Corporate Office	2003 U.S. 27 South Sebring, FL 33870	MOBILE 863-381-3411	Mailing Address	P.O. BOX 9200 Sebring, FL 33871-9200
		FAX 863-402-4221		

ORIGINAL QUOTE DATE  
2/23/2022

## QUICK QUOTE SHEET

REVISED QUOTE DATE  
2/23/2022

REQUESTING AGENCY	SUWANNEE COUNTY BOCC		
CONTACT PERSON	SHANNON ROBERTS	EMAIL	Shannonr@suwgov.org
PHONE	386-590-0732	MOBILE	386-590-0732
		FAX	386-362-1032

### SOURCEWELL (FORMERLY NJPA) CONTRACT # 2022.5 091521-NAF & 060920-NAF www.NationalAutoFleetGroup.com

MODEL	X2B 600A	MSRP	\$41,980.00
	2022 FORD F-250 SUPER CAB 4WD XL 8' BED 164" WB		
CUSTOMER ID		BASE VEHICLE PRICE	\$30,906.00
BED LENGTH	8' BED		

\*\* All vehicles will be ordered white w/ darkest interior unless clearly stated otherwise on purchase order.

FACTORY OPTIONS	DESCRIPTION	
Z1 AS	EXTERIOR COLOR OXFORD WHITE WITH MEDIUM EARTH GRAY HD VINYL 40/20/40 SPLIT BENCH SEAT INCLUDES CENTER ARMREST WITH CUPHOLDERS, STORAGE, AND DRIVERS SIDE MANUAL LUMBAR.	\$0.00
996 44S	6.2L EFI V8 ENGINE WITH 6-SPEED AUTOMATIC TRANSMISSION.	\$0.00
X3E	3.73 E-LOCKING REAR DIFFERENTIAL.	\$385.00
90L	Power Equipment Group -inc: Deletes passenger side lock cylinder, upgraded door-trim panel, Accessory Delay, Advanced Security Pack, Securilock Passive Anti-Theft System (PATS) and inclination/intrusion sensors, MyKey, owner controls feature, Power Locks, Remote Keyless Entry, Folding Trailer Tow Mirrors w/Power Heated Glass, manual telescoping, heated convex spotter mirror and integrated clearance lamps/turn signals, Power Front Side Windows, 1-touch up/down driver/passenger window	\$910.00
TT	FACTORY TRAILER TOW HITCH STANDARD.	\$0.00
52B	ELECTRIC BRAKE CONTROLLER	\$265.00
18B	BLACK PLATFORM RUNNING BOARDS	\$440.00
94P	Pre-Collision Assist -inc: Automatic Emergency Braking (AEB), automatic high beam and forward collision warning	\$110.00
153	FRONT LICENSE PLATE BRACKET	\$0.00

CONTRACT OPTIONS	DESCRIPTION	FACTORY OPTIONS	
NO-TEMP	TEMP TAG NOT REQUESTED, CUSTOMER WILL HANDLE THEIR OWN TAG WORK.		\$0.00
DVA SLU98ASW	8' Reading Standard Line utility body factory powder coated white with SST paddle latches (Includes 2nd stage MSO, weight slip, & final-stage manufacturers completed vehicle certification.)		\$7,345.00
DVA RBM	Reading - Recessed Bumper in lieu of Straight Step Bumper		\$105.00
CAMERA RELOCATE	TRANSFER FACTORY CAMERA FROM PICK UP GATE TO SERVICE BODY		\$260.00
HD USOB-TB	HD Scorpion spray on bed liner applied inside cargo area, tops of boxes, and rear bumper of 8' & 9' utility body.		\$1,235.00
		<b>CONTRACT OPTIONS</b>	<b>\$8,945.00</b>

SOURCEWELL (FORMERLY NJPA) CONTRACT # 2022.5 091521-NAF & 060920-NA [www.NationalAutoFleetGroup.com](http://www.NationalAutoFleetGroup.com)

VEHICLE TOTAL	\$33,016.00
MSRP DISCOUNT	25.2%
ACCESSORY TOTAL	\$8,945.00
CUSTOMER PRICE	\$41,961.00

TRADE IN

**YES WE TAKE TRADE INS <sup>\*\*\*\*</sup> ASK ABOUT MUNICIPAL FINANCING <sup>\*\*\*\*</sup>**

\$0.00

**TOTAL COST LESS TRADE IN(S) QTY 30 \$1,258,830.00**

Estimated Annual payments for 60 months paid in advance: \$9,397.54 Extended: \$281,926.14  
Municipal finance for any essential use vehicle, requires lender approval, WAC.

Comments

**STOCK UNIT VIN: [VIN NA] READY FOR QUICK DELIVERY**

VEHICLE QUOTED BY

CHRIS WILSON

FLEET SALES MANAGER

[chris.wilson@alanjay.com](mailto:chris.wilson@alanjay.com)

*"I Want to be Your Fleet Provider"*

*I appreciate the opportunity to submit this quotation. Please review it carefully. If there are any errors or changes, please feel free to contact me at any time. I am always happy to be of assistance.*



# ALAN JAY FLEET

SCOTT WILSON | 863-402-4234 | SCOTT.WILSON@ALANJAY.COM

Vehicle: [Fleet] 2022 Ford Super Duty F-250 SRW (X2B) XL 4WD SuperCab 8' Box (✔ Complete)

## Window Sticker

### SUMMARY

[Fleet] 2022 Ford Super Duty F-250 SRW (X2B) XL 4WD SuperCab 8' Box

MSRP:\$40,535.00

Interior:Medium Earth Gray, HD Vinyl 40/20/40 Split Bench Seat

Exterior 1:Oxford White

Exterior 2:No color has been selected.

Engine: 6.2L 2-Valve SOHC EFI NA V8 Flex-Fuel

Transmission: TorqShift-G 6-Spd Auto w/SelectShift

### OPTIONS

CODE	MODEL	MSRP
X2B	[Fleet] 2022 Ford Super Duty F-250 SRW (X2B) XL 4WD SuperCab 8' Box	\$40,535.00
<b>OPTIONS</b>		
153	Front License Plate Bracket	\$0.00
18B	Platform Running Boards	\$445.00
44S	Transmission: TorqShift-G 6-Spd Auto w/SelectShift	\$0.00
52B	Trailer Brake Controller	\$270.00
600A	Order Code 600A	\$0.00
64A	Wheels: 17" Argent Painted Steel	\$0.00
90L	Power Equipment Group	\$915.00
94P	Pre-Collision Assist	\$115.00
996	Engine: 6.2L 2-Valve SOHC EFI NA V8 Flex-Fuel	\$0.00
AS	Medium Earth Gray, HD Vinyl 40/20/40 Split Bench Seat	\$0.00
TD8	Tires: LT245/75Rx17E BSW A/S (4)	\$0.00
X3E	Electronic-Locking w/3.73 Axle Ratio	\$390.00
Z1	Oxford White	\$0.00

<b>SUBTOTAL</b>	<b>\$42,670.00</b>
Adjustments Total	\$0.00
Destination Charge	\$1,695.00
<b>TOTAL PRICE</b>	<b>\$44,365.00</b>

### FUEL ECONOMY

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Data Version: 15128. Data Updated: Nov 12, 2021 1:28:00 AM PST.



## ALAN JAY FLEET

SCOTT WILSON | 863-402-4234 | SCOTT.WILSON@ALANJAY.COM

Vehicle: [Fleet] 2022 Ford Super Duty F-250 SRW (X2B) XL 4WD SuperCab 8' Box (✔ Complete)

Est City:N/A

Est Highway:N/A

Est Highway Cruising Range:N/A

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# ALAN JAY FLEET

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Vehicle: [Fleet] 2022 Ford Super Duty F-250 SRW (X2B) XL 4WD SuperCab 8' Box (✔ Complete)

## Standard Equipment

### Mechanical

- Engine: 6.2L 2-Valve SOHC EFI NA V8 Flex-Fuel (STD)
- Transmission: TorqShift-G 6-Spd Auto w/SelectShift (STD)
- 3.73 Axle Ratio (STD)
- 50-State Emissions System
- Transmission w/Oil Cooler
- Electronic Transfer Case
- Part-Time Four-Wheel Drive
- 72-Amp/Hr 650CCA Maintenance-Free Battery w/Run Down Protection
- 157 Amp Alternator
- Class V Towing Equipment -inc: Hitch and Trailer Sway Control
- Trailer Wiring Harness
- 3460# Maximum Payload
- GVWR: 10,000 lb Payload Package
- HD Shock Absorbers
- Front Anti-Roll Bar
- Firm Suspension
- Hydraulic Power-Assist Steering
- 34 Gal. Fuel Tank
- Single Stainless Steel Exhaust
- Auto Locking Hubs
- Front Suspension w/Coil Springs
- Leaf Rear Suspension w/Leaf Springs
- 4-Wheel Disc Brakes w/4-Wheel ABS, Front And Rear Vented Discs, Brake Assist and Hill Hold Control

### Exterior

- Wheels: 17" Argent Painted Steel -inc: painted hub covers/center ornaments (STD)
- Tires: LT245/75Rx17E BSW A/S (4) -inc: Spare may not be the same as road tire (STD)
- Regular Box Style
- Steel Spare Wheel
- Spare Tire Stored Underbody w/Crankdown

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Vehicle: [Fleet] 2022 Ford Super Duty F-250 SRW (X2B) XL 4WD SuperCab 8' Box (✔ Complete)

## Exterior

- Clearcoat Paint
- Black Front Bumper w/Black Rub Strip/Fascia Accent and 2 Tow Hooks
- Black Rear Step Bumper
- Black Side Windows Trim and Black Front Windshield Trim
- Black Door Handles
- Black Manual Side Mirrors w/Manual Folding
- Manual Extendable Trailer Style Mirrors
- Fixed Rear Window
- Light Tinted Glass
- Variable Intermittent Wipers
- Aluminum Panels
- Black Grille
- Tailgate Rear Cargo Access
- Reverse Opening Rear Doors
- Manual Tailgate/Rear Door Lock
- Autolamp Auto On/Off Aero-Composite Halogen Daytime Running Lights Preference Setting Headlamps w/Delay-Off
- Cargo Lamp w/High Mount Stop Light

## Entertainment

- Radio w/Seek-Scan and Clock
- Radio: AM/FM Stereo w/MP3 Player -inc: 4 speakers
- Fixed Antenna
- SYNC Communications & Entertainment System -inc: enhanced voice recognition w/911 Assist, 4.2" LCD center stack screen, AppLink and 1 smart-charging USB-C port
- 2 LCD Monitors In The Front

## Interior

- 4-Way Driver Seat -inc: Manual Recline and Fore/Aft Movement
- 4-Way Passenger Seat -inc: Manual Recline and Fore/Aft Movement
- 60-40 Folding Split-Bench Front Facing Fold-Up Cushion Rear Seat
- Manual Tilt/Telescoping Steering Column
- Gauges -inc: Speedometer, Odometer, Oil Pressure, Engine Coolant Temp, Tachometer, Transmission Fluid Temp, Engine Hour Meter, Trip Odometer and Trip Computer

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Vehicle: [Fleet] 2022 Ford Super Duty F-250 SRW (X2B) XL 4WD SuperCab 8' Box (✔ Complete)

## Interior

- Fixed Rear Windows
- FordPass Connect 4G Mobile Hotspot Internet Access
- Rear Cupholder
- Manual Air Conditioning
- HVAC -inc: Underseat Ducts
- Illuminated Locking Glove Box
- Interior Trim -inc: Chrome Interior Accents
- Full Cloth Headliner
- Urethane Gear Shifter Material
- HD Vinyl 40/20/40 Split Bench Seat -inc: center armrest, cupholder, storage and driver's side manual lumbar
- Day-Night Rearview Mirror
- Passenger Visor Vanity Mirror
- 2 12V DC Power Outlets
- Full Overhead Console w/Storage and 2 12V DC Power Outlets
- Front Map Lights
- Fade-To-Off Interior Lighting
- Full Vinyl/Rubber Floor Covering
- Pickup Cargo Box Lights
- Smart Device Remote Engine Start
- Instrument Panel Covered Bin and Dashboard Storage
- Manual 1st Row Windows
- Systems Monitor
- Trip Computer
- Outside Temp Gauge
- Analog Appearance
- Seats w/Vinyl Back Material
- Manual Adjustable Front Head Restraints and Manual Adjustable Rear Head Restraints
- Securilock Anti-Theft Ignition (pats) Engine Immobilizer
- Air Filtration

## Safety-Mechanical

- AdvanceTrac w/Roll Stability Control Electronic Stability Control (ESC) And Roll Stability Control (RSC)

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# ALAN JAY FLEET

SCOTT WILSON | 863-402-4234 | SCOTT.WILSON@ALANJAY.COM

Vehicle: [Fleet] 2022 Ford Super Duty F-250 SRW (X2B) XL 4WD SuperCab 8' Box (  Complete )

### Safety-Mechanical

ABS And Driveline Traction Control

### Safety-Exterior

Side Impact Beams

### Safety-Interior

Dual Stage Driver And Passenger Seat-Mounted Side Airbags

Tire Specific Low Tire Pressure Warning

Dual Stage Driver And Passenger Front Airbags w/Passenger Off Switch

Mykey System -inc: Top Speed Limiter, Audio Volume Limiter, Early Low Fuel Warning, Programmable Sound Chimes and Beltminder w/Audio Mute

Safety Canopy System Curtain 1st And 2nd Row Airbags

Outboard Front Lap And Shoulder Safety Belts -inc: Rear Center 3 Point and Height Adjusters

Back-Up Camera

### WARRANTY

Basic Years: 3  
Basic Miles/km: 36,000  
Drivetrain Years: 5  
Drivetrain Miles/km: 60,000  
Corrosion Years: 5  
Corrosion Miles/km: Unlimited  
Roadside Assistance Years: 5  
Roadside Assistance Miles/km: 60,000

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## **March 1, 2022 Agenda**

### **General - Agenda Item No. 12**

Consideration of authorization for County Attorney to negotiate and acquire additional property along unpaved 153<sup>rd</sup> Road as necessary additional right-of-way for the paving of 153<sup>rd</sup> Road.

#### **Discussion**

Discussed during budget workshops and subsequently adopted in the current year budget, the BOCC has placed a line item for the potential paving of 153<sup>rd</sup> Road from its intersection with CR 250 on the north to SR 51 on the south. The project is also intended to align 153<sup>rd</sup> Road with County Road 349 on the south side of SR 51. Initial engineering has determined that the current right-of-way owned by the County along 153<sup>rd</sup> is not adequate to align both roads and provide the proposed paving with appropriate ditching and horizontal offsets. Engineering has also provided a potential sketch of the route and thus the potential affected land owners for such a project. Preliminary contact with a number of the owners regarding the viability of the project has indicated that although the owners are in favor of the projected project and route, Commissioner Land and the County Attorney feel that the simple solicitation of donation of the additionally required right-of-way may not be acceptable to some of the potentially affected landowners.

Accordingly, Commissioner Land requests authorization for the County Attorney to negotiate the acquisition of all right-of-way necessary for the projected construction of the 153<sup>rd</sup> paving project. Such efforts would include authorization for appraisals of the potential properties to be acquired, including among other things, fencing to be replaced. Any such potentially negotiated resolutions with property owners would still entail approval by the Board at a subsequent meeting.

#### **Recommendation**

Approval

# **Agenda Item No. 13**

## **Item:**

Authorize procurement of a Generac 150KW natural gas generator for standby power usage at the Suwannee County Courthouse.

## **Description:**

The County has received equipment proposals from AFC Power/Generac, LJ Power/Aska and Ring Power/Caterpillar for 150 KW generators for standby power. AFC Power and LJ Power proposals were based on Florida Sheriff's Association competitive purchasing program pricing contracts for the FSA20-EQU18.0 Specifications #111 and #113 equipment bids. The Ring Power proposal was based on pricing Sourcewell competitive purchasing program pricing for Contract# 120617.

AFC Power/Generac proposal for the LJP-NG150 generator in the amount of \$51,296 was the lowest cost solution with a five-year comprehensive warranty.

**Budget Impact: Budgeted item**

## **Requested Action:**

- Approval to purchase AFC Power/Generac LJP-NG150 generator for \$51,296

Suwannee County Courthouse 150kW Standby Generator Cost Comparison							Generator Package Includes									Options (Additional cost)	
Item #	Manufacturer	Reseller	Model #	Quote #	Cost	Comments	Delivery Timeframe	Warranty	Startup	Training	Freight / Shipping	Installation	Off Loading	Fuel	Manuals	Extended Warranty	Maintenance
1	Aska	LJ Power	LJP-NG150	21124-002-JS	\$ 49,275.00	150kW Nat Gas generator, 208 VAC 3 phase wiring, 600 amps, 10 amp battery charger, and enclosure.	24 weeks	Parts -2-yr/1,000 hrs Labor: 1-yr/1,000 hrs	Included in cost	Included in cost	Included in cost	None	None	None	2 sets	5-yr comprehensive (replaces 2yr parts / 1-yr labor) \$4,000	3 Quarterly / 1 Annual \$1,800 annually
2	Generac	ACF Power	SG150	20552716	\$ 51,296.00	150kW Nat Gas generator, 208 VAC 3 phase wiring, 600 amps, 10 amp battery charger, and enclosure.	28-30 weeks	5-yr comprehensive	Included in cost	Included in cost	Included in cost	None	None	None	3 sets	See warranty	3 Quarterly / 1 Annual \$1,500 annually
3	Caterpillar	Ring Power	DG175	MA20-31002897	\$ 84,629.40	175kW Nat Gas generator, 208 VAC 3 phase wiring, 600 amps, 10 amp battery charger, and enclosure. (CAT gen step down requires larger Nat Gas unit to produce 150kW)	17-20 weeks	2-yr limited	Included in cost	None	Included in cost	None	None	None	1 set (any amt of digital)	5-yr/2,500 hrs Gold - \$1,480 5-yr/2,500 hrs Platinum- \$2,010	3 Quarterly / 1 Annual \$3,200 annually



**A-F Standby Systems**  
Power Generation



Date: December 16, 2021

To: Shannon Roberts

Reference: Suwannee Co - 150kW NG – **REV1**

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

**FSA20-EQU18.0: HEAVY EQUIPMENT**

- 125kW Generator Package – Generac SD130, Item # 111 .....\$33,696.00
- UPGRADE SG150 Generator Package – 150kW Gaseous(Natural Gas).....\$ 15,600.00
- ADD for PMG Alternator.....\$ 1,100.00
- ADD Break Glass Station - One (1) Break Glass Station.....\$ 400.00
- ADD C/H1 1 Optional equipment - specify - ADD Coolant Heater Option 1.....\$ 500.00
- ADD 5-year Extended Warranty.....NO COST

Sub Total: \$51,296.00

**Grand Total: \$51,296.00**

- *OPTIONAL ADD 1-year PM (3 minors – 1 major).....\$1,500.00*
- *OPTIONAL ADD 5-year PM (3 minors – 1 major).....\$6,000.00\**

*5-year Must be paid up front at time of order. If 1 year agreement is paid yearly there is a 4% annual increase.*

\*\*\*\*\*

Quantity 1 - Generac Industrial gaseous 9.0L V-8 engine-driven generator, consisting of the following features and accessories:

- Stationary Emergency-Standby rated
- 150 kW Rating, wired for 120/208 VAC three phase, 60 Hz
- Permanent Magnet Excitation
- Level 1 Acoustic Enclosure, Steel
  - Industrial Grey Baked-On Powder Coat Finish
- UL2200
- EPA Certified
- H-100 Control Panel
  - Meets NFPA 99 and 110 requirements
  - Temp Range -40 to 70 degrees C
  - Digital Microprocessor:
    - Two 4-line x 20 displays, full system status

- 3 Phase sensing, +/-0.25% digital voltage regulation
- RS232, RS485 and Canbus remote ports
- Waterproof connections
- All engine sensors are 4-20ma for minimal interference
- Programmable I/O
- Built-in PLC for special applications
- Engine function monitoring and control:
  - Full range standby operation; programmable auto crank, Emergency Stop, Auto-Off-Manual switch
  - Isochronous Governor, +/-0.25% frequency regulation
  - Full system status on all AC output and engine function parameters
  - Service reminders, trending, fault history (alarm log)
  - I2T function for full generator protection
  - Selectable low-speed exercise
- 2-wire start controls for any 2-wire transfer switch
- Remote Emergency Stop Switch, break-glass, shipped loose
- **Natural Gas Fuel System**
- 90 AH, 700 CCA Group 27F Battery, with rack, installed
- Standard MLCB, 80% rated thermal-magnetic
  - **600 Amp**
- Battery Charger, 10 Amp, NFPA 110 compliant, installed
- Coolant Heater, 1500W, 120VAC
- Std set of 3 Manuals
- 120V GFCI and 240V Outlet
- Extreme Cold Weather Kit
- Flex Fuel Line
- 5-Year Comprehensive Warranty

Quantity 1 - Start-up and testing Including a **2-hour load bank test & 2-hour Building Load Test, M-F, 8A-5P, No Holidays**. Maximum is one trip for this start-up. It is the contractor's responsibility to ensure this generator set is completely installed, and all fuel tank testing is completed before the start up is scheduled. If at time of start-up, the installation is incomplete and/or no fuel available, an additional trip will be required to complete this start-up. Additional trip(s) will be billed to our customer.

**NOTES:**

- Field start-up and testing conducted by a Factory Trained Certified Technician
- Onsite training to be done on the same day as start-up(if return trip required a return trip fee will be required)
- Start-up and testing is limited to one (1) day on site as described above.
- Load Bank Testing will be done using a resistive type load bank.

**Access within 50 feet of the generator must be provided for the load bank test. If the distance between the load bank and the generator is greater than 50 feet, we reserve the right to requote this start-up and load bank testing.** The distance must be provided to calculate the required additional cable and cost for this testing.

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

**Clarifications and Exceptions:**

- *ACF is not supplying an electrical installation, NG Piping, or gas regulators. ACF is supplying 150kW NG Generator equipment only.*
- 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 \_\_\_N/A\_\_\_ & 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.
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.

0020553666

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

**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# \_\_\_\_\_



Quote Number	Quote Name	Quote Date	Expiration Date	Currency
21124-002-JS	Suwannee County Board of County Commissioners	12/14/2021	1/14/2021	USD
Sales Person	Equipment	Quote Entered By	Contact No.	
Jordan Stewart	Generator	Jordan Stewart	832-312-3010	
Project:		Ship To (FOB Factory):		
Suwannee County – FSA Contract (Specification #113)		Freight to Jobsite Included.		

Line No.	Qty	Part	Description	Unit Price	Extended Total
000000	1	L0000L0005	0050W Diesel Driven Generator (Base Bid)	\$30,000.00	\$30,000.00
000000	1	L0000G050	000000 to 0500W 000000 Gas Driven Generator 000000	\$00,305.00	\$00,305.00
000030	1	000000	050000H Rated, 000000 000000 000000	Included	Included
000000	1	Tan00	Delete 000000, 000000 Wall, 000000 000000 Fuel Tan000000	(\$3,000.00)	(\$3,000.00)
000050	1	000000 W/Meters	000000 Battery Charger	\$0,000.00	\$0,000.00
000000	1	Start00	Start0000 and Training by Factory Certified Technician	Included	Included
000000	1	Freight	Freight to 000000	Included	Included
<b>000100</b>	<b>1</b>	<b>Total</b>	<b>Not Included: Install, Offloading, Fuel or Taxes</b>	<b>\$49,275.00</b>	<b>\$49,275.00</b>

Model	Engine Manufacturer	Frequency / Speed (RPM)	Ambient (Min/Max)
L0000G050	00SI	00 H000000	0000 C 0000 C
Duty / Alt Temp Rise	Engine Model	Engine Control Voltage (DC)	Elevation
Standby 0000 C	00LTC00C	00	0000 Ft
Genset Agency Approval	Engine HP	Fuel Type	Enclosure / Mount Method
00L0000	0000.00	00G	00nclosed
Output Rating (kw)	Full Load Amps – (208)	Voltage (L-L/L-N) - Connection	Phase / Power Factor
0500W	000 a000s	0000000	Three

## ALTERNATOR

Alternator Insulation Class H  
Exciter Field Circuit Breaker No  
Alternator Excitation Standard

## ENGINE

Engine Governor Type Electronic  
Coolant Radiator Unit Mounted  
Coolant Heater Unit Mounted  
Battery Standard Starting Battery

## CONTROL

Genset Controller Microprocessor Based  
Controller Low Coolant Level Yes

## ENCLOSURE

Enclosure Option Steel – 50MHz Rated – Sound Attenuated  
Integrated Vibration Mounts Elastomer

## EXHAUST

Exhaust Mounting Method Internally Mounted – Critical Grade

## POWER CONNECTION

Circuit Breaker  
Circuit Breaker Poles 00 Poles  
Circuit Breaker Volt Frame 00  
Circuit Breaker Pole 3 Pole  
Circuit Breaker Mount Loc. Unit Mounted

## Product Manuals

Copies of Operating Manual

## WARRANTY

Parts Warranty 1 Year 1000 Hours  
Labor Warranty 1 Year 1000 Hours

# L.J. POWER LIMITED WARRANTY

## FOR STATIONARY STANDBY EMERGENCY POWER SYSTEMS

The L.J. Power Generator is designed around the latest technology, manufactured and quality inspected by carefully trained and experienced craftsperson's. L.J Power warrants to the original end user, for the time periods as shown below, that each generator finished product is free from defects in materials and workmanship. L.J Power, at it's option, will repair, replace, or offer appropriate adjustments, for any generator part that, upon examination and testing by L.J. Power's factory engineers or by a L.J Power authorized service dealer, is found to be defective, when generator set is properly installed, operated and maintained, according to L.J Power's instructions. All transportation costs for parts returned to the factory, and new parts sent back to end user, are to be borne and paid by the end user. This warranty is not transferable and does not apply to malfunctions caused by damages, unreasonable use, misuse, unauthorized repair persons, or normal wear and tear. All warranty cost allowances must be within limits as shown in "L.J. Power Warranty Policies", procedures and flat rate manual.

### L.J POWER PRODUCT

### WARRANTY TIME PERIOD

Standby Gen-Sets.....

2) Years or 1000 hours (whichever occurs first), from date of manufacture.  
**Standby:** First year covers parts and labor. Second year covers parts only.

### THIS WARRANTY SHALL NOT APPLY TO (AND NOT LIMITED TO) THE FOLLOWING:

- Normal engine wear, tune-ups, service parts, including batteries, fuses, and engine fluids.
- Generators in trailer mounted use.
- Original installation or start-up costs.
- Damage due to insect or rodent infestation.
- Gen-sets that are altered from original design.
- Radiators replaced rather than repaired.
- Failures beyond manufacturers control: Riots, wars, theft, fire, freezing, lightning, earthquake, windstorm, hail, flood, hurricane, and all other external causes and Acts of God.
- Any incidental, consequential, or indirect damages, caused by manufacturers defects, or any delay in repair or replacement of defect.
- Costs due to trouble shooting with jobsite repair person, where no defect is found.
- Costs for equipment (cranes, hoist, trucks) for removal or re-installation of gen-set.
- Adjustments to fuel systems or governor systems at time of start-up, or anytime thereafter.
- Excess mileage costs are not permitted. Authorized service provider is limited to 200 mile round trip.
- Diesel engine damage due to constant light loads (wet stacking).
- Travel expense on any portable generators.
- Any labor time that is deemed excessive, by factory.
- Overtime labor and overnight freight costs.
- Steel enclosures, and all other deterioration of parts, installed within 25 miles of saltwater contaminants.
- Failures due, but not limited to, normal wear, misuse, negligence, or faulty installations, such as in-adequate fuel lines or gas pressures.
- Travel or labor expenses and all other costs, incurred while investigating performance complaints, unless problem is caused by defective materials or workmanship by L.J Power.
- Warranties of associated equipment, not of L.J Power manufacture (auto transfer switches, engines, generators) are subject to the individual manufacturers assigned warranties.
- Failure to use and exercise gen-set for long periods of time.
- Parts installed from sources other than engine or generator manufacturer.
- Manufacturer is not responsible for loose connections caused by vibrations during shipment to jobsite. All connections must be checked during start-up.
- All shipments are F.O.B. factory, consigned to the transit carrier. All shipping damage repairs, are between carrier and receiver.
- Any associated costs for replacing components, found to be defective.
- Rental costs of equipment during any warranty procedures.
- Room and board expense due to overnight service conditions.

Any implied or statutory warranty, including any other warranty as to the merchant ability or fitness for a particular purpose or use, is expressly limited to the duration of this warranty. Some states do not allow limitations on how long an implied warranty may last, or the exclusion or limitation of incidental or consequential damages, so the above listing of limitations or exclusions, may not apply to you.

This is our written limited warranty and we make no other expressed warranty. No other identity is authorized to make any different or additional warranties on L.J Power's behalf. This L.J Power warranty gives you specific rights. You may have additional rights that may vary from state to state.

**L.J. POWER, INC.**  
 12707 NUTTY BROWN ROAD  
 AUSTIN, TX 78737

WARRANTY SERVICE PH: 737-703-5000  
 WEBSITE: <http://www.ljpower.net>



**TERMS, CONDITIONS, AND DISCLOSURES**

**TERMS**

**Credit Terms:** Standard credit terms are net 30 days from date of invoice. Merchandise is shipped F.O.B. shipping point and invoices will be generated at that time. Payment is due no later than 30 days from invoice date. Charges not paid within 30 days are considered past due. Past due accounts are subject to suspension and finance charges of 1.5% per month, on the past due balance, with interest charges accruing from the invoice date. Orders over \$50,000 are subject to progress payments of 35% upon order, 55% prior to shipment, and 10% net 30 days from date of invoice. Short terms are required to be paid in full prior to shipment. If credit cards are used for purchases, a 3% fee will be added to the invoice for any charges over \$5,000.00.

**Payment Terms:** Quoted terms are subject to Credit Terms contained in the LJO Power Credit Application documents and this document. 1.5% per month will be charged on past due accounts. In addition, no retainage allowed unless accepted in writing by LJO Power not to exceed 10%. Taxes are not included unless specifically stated in the proposal.

**Partial shipments** invoiced proportional to total quoted price, payable 30 days after Shipment/LJO Power invoice.

- **Note:** If your job conditions or schedule result in partial or incomplete shipment of products and equipment provided by LJO Power, you will be invoiced according to the dollar value of the shipped items. These invoices then become due and payable 30 days after shipment and not when the job is completed.

**CONDITIONS OF SALE**

- All purchase orders must reference LJO Power quotation
- All purchase orders must be acknowledged in writing by LJO Power to be deemed accepted.
- Purchase orders issued with a hold for release date are subject to reevaluation at the time of release.
- Unless mutually agreed upon in writing, LJO Power WILL NOT accept purchase orders which
  - o specify delivery dates that are not subject to manufacturer's lead times
  - o contain penalty clauses or liquidated damage clauses
  - o require LJO Power to indemnify and hold harmless the purchaser, unless the purchaser also agrees to indemnify and hold harmless LJO Power
  - o require LJO Power to pay any and all legal expenses for the purchaser in the event of a dispute
  - o require LJO Power to be responsible for system design work and/or guarantee that a performance standard for a system will be met
  - o require completion and acceptance of the project by the owner before payment
- Start and Test may be invoiced separately at your request, but subject to LJO Power partial invoicing policy above
- Storage fees may be assessed if job site is not able to accept delivery on the requested date.
- Initial Start, Test, and Specifications are as specified in the proposal

**DISCLOSURES**

**Deliveries:** Offloading, placement and anchoring of the goods shall be solely customer responsibility. All deliveries are Monday through Friday 8AM to 5PM. Deliveries outside normal business hours will be invoiced as necessary.

**Permits And Licenses:** Permit and license costs (permits, Fire, Building, etc.) are not included. LJO Power, will provide information as necessary for the acquisition of permits and licenses, but does not assume any responsibility for obtaining any permits or licenses which may be required.

**Not a Contractor:** LJO Power is a supplier of materials and related services. LJO Power is not a contractor. LJO Power will invoice you only for goods which are delivered.

**Cancellation:** Cancellation charges of 5% will apply if order is cancelled after accepted by LJO Power.

**Legal Remedy:** If legal action is instituted to collect accounts owed or to recover materials or supplies purchased, the applicant agrees to pay all reasonable attorney's fees and appellate attorney's fees and costs incurred by LJO Power. Venue for any litigation (and depositions) between the parties for any claims relating to debt collection for merchandise, supplies, or equipment purchased hereunder, or hereafter, shall be in Texas only. The parties do hereby waive their right to trial by jury for any litigation arising between the parties and any claims relating to debt collection for merchandise, supplies, or equipment purchased hereunder, or hereafter.

In support of this application, LJO Power is hereby authorized to obtain credit and/or financial information from any bank and/or other financial institutions or commercial firms with whom I/we have done business. It is understood that any such credit and/or financial information will be held in strict confidence and used only in consideration of this application.

Upon approval of this application, it is agreed that all purchases will be paid in full and in accordance with the terms of sale as stated on LJO Power invoices.

\_\_\_\_\_  
 Company Name

\_\_\_\_\_  
 Authorized Signature

\_\_\_\_\_  
 Telephone Number

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Title

**Ring Power****OLYMPIAN™  
GENERATORS****Your North and Central Florida Caterpillar Dealer**

**ST. AUGUSTINE**  
500 World Commerce Prkwy  
St. Augustine, FL 32092  
904-737-7730

**TALLAHASSEE**  
32000 Blue Star Highway  
Midway, FL 32343  
850-562-2121

**OCALA**  
6202 N US 301/441  
Ocala, FL 34475  
352-732-4600

**ORLANDO**  
9901 Ringhaver Dr.  
Orlando, FL 32824  
407-855-6195

**TAMPA**  
9797 Gibsonton Dr  
Riverview, FL 33569  
813-671-3700

**SALES****SERVICE****PARTS****LEASING****RENTALS****QUOTATION / SALES AGREEMENT / SECURITY AGREEMENT**

DATE: 12/14/2021

QUOTATION NO: MA20-31002897

CUSTOMER NAME: **SUWANNEE COUNTY**ESTIMATED SHIPPING LEAD TIME: **17-20 weeks**

ADDRESS:

SHIPPING VIA/FOB: **JOBSITE**

CITY/STATE/ZIP: , FL

ESTIMATED SUBMITTAL LEAD TIME: **4 weeks**

PHONE:

JOBSITE ADDRESS:

PROJECT NAME: **COURT HOUSE NG GENERATOR**CITY/STATE/ZIP: **FL****TERMS:** Full payment is due from buyer within 10 days of delivery or pickup of the equipment.

DESCRIPTION OF MATERIAL	UNIT PRICE	EXTENSION
<b>Pricing per Sourcewell (NJPA) Contract #120617-CAT Electrical Energy Power Generation with related Parts, Supplies, and Services: January 25, 2018- January 29, 2023</b>		
<b>Discount off Caterpillar List Price of 26% DG175-DG300</b> One (1) new Caterpillar DG175 Model natural gas generator set rated at 175kW/219kVA Standby EPA Stationary Emergency Certified, 120/208V, three-phase, 60 Hz, 1800 RPM, with the following options: <ul style="list-style-type: none"> <li>• Factory Steel Sound Attenuated Enclosure &amp; Critical Muffler Package</li> <li>• EMCP 4.2 Control Panel with shutdowns &amp; alarms for HWT, LOP, OC, OS</li> <li>• Low Coolant Level Shutdown &amp; Low Coolant Temp Alarm</li> <li>• Electronic Governor &amp; PMG Excitation</li> <li>• High Efficiency Jack Water Heater 120V</li> <li>• Battery Cable &amp; Battery Charger 10A</li> <li>• One (1) Remote Annunciator (shipped loose)</li> <li>• One (1) Natural Gas Regulator (shipped loose)</li> <li>• One (1) Generator Mounted Circuit Breaker 600A</li> <li>• Two (2) Year Caterpillar Limited Warranty</li> </ul>		
Cat List Price Total	\$98,660.00	
Sourcewell Discount off Cat List 26%	(\$25,651.60)	
Cat Sale Price Sourcewell	\$73,008.40	

Quotation Accepted By: \_\_\_\_\_ Date: \_\_\_\_\_ Tax No.: \_\_\_\_\_

Customer: \_\_\_\_\_ Salesman's Signature: Mike Acree

Mike Acree, Engine Sales

**TERMS**

- This offer to sell is made subject to buyer's acceptance within ten (10) days from this date (noted above).
- All quoted prices are subject to change without notice. Those in effect on the date of shipment shall prevail.
- Subject to credit approval.
- Used equipment is subject to prior sale.
- Cancellation Fee: If, at any time, Buyer repudiates, cancels or otherwise terminates this Order, Ring Power Corporation shall, without waiving any rights or remedies allowed by law, collect from Buyer, and Buyer shall remit to Ring Power Corporation within 10 business days of repudiation, cancellation or termination, an amount equal to 25% of the total Purchase Price of this Order.
- No retainage to be withheld Ring Power Systems is an equipment supplier and is not a sub-contractor. Our terms are Net 10 days.
- **NO SALES TAX is included.**
- Buyer grants to seller a security interest in all equipment as described in this agreement until such time as payment is made in full in accordance with the terms and conditions of this agreement and in accord with the seller's credit application.
- Ring Power requires a purchase order to secure this sales agreement.

Quote No. **MA20-31002897**

Page 1 of 2

DESCRIPTION OF MATERIAL	UNIT PRICE	EXTENSION
<b><u>Delivery/Freight and Labor</u></b>		
Delivery/Freight	\$5,220.00	
Start-up, and 2-hour Load Test	\$6,800.00	
Delivery/Freight and Labor Total	\$12,020.00	
5% Discount	(\$601.00)	
Sourcewell Price Deliver/Freight & Dealer Labor	\$11,419.00	
<b><u>Caterpillar Net Items</u></b>		
ETL Evaluated to UL2200	\$202.00	
TOTAL Net Items	\$202.00	
<b>TOTAL</b>		<b>\$84,629.40</b>

**Notes:**

No SALES TAX Included.

No Fuel Included.

No Electrical, Concrete Pad and Mechanical Installation Included.

Delivered to job-site, off-loading and riggings by others.

All Labor Quoted is Regular Hours Monday – Friday 8:00am-4:00pm.

Proposal is based on voltage and kW information supplied by the customer.

No Specification or Plans Provide at time of quote, equipment supplied will be limited to that described in this proposal.

No Transfer Switch Included.

## **EXECUTIVE SUMMARY**

### **Objective:**

To request permission to apply for a grant through the E911 Rural County Grant Program in the amount of \$58,790.00 for the Yearly Maintenance of the 911 System including 911 System Manufacturer Support, Database Support, GIS Map Generation Support, GIS Map Display Support, and Recorder Maintenance.

### **Consideration:**

This is a 100% funded grant and requires no match from the County. Grant funds shall be provided on a cost reimbursement basis.

### **Recommendation:**

The Suwannee County E911/ GIS Office respectfully requests the Suwannee County Board of County Commissioners grant permission to pursue this grant for the Yearly Maintenance of the 911 System.

Respectfully submitted:

Dated: February 17, 2022

Jennifer Payne  
E911/ GIS Coordinator

# **911 RURAL COUNTY GRANT PROGRAM**

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## 1.0 Purpose

The 911 Rural County Grant Program is to assist rural counties with the installation and maintenance of Enhanced 911 systems and to provide “seamless” 911 throughout the State of Florida.

## 2.0 Eligibility

The Board of County Commissioners in any county in the State of Florida with a population of less than 75,000 is eligible to apply for this grant program.

## 3.0 Definitions

- 3.1 Enhanced 911 (E911): An enhanced 911 system or enhanced 911 service that is an emergency telephone system or service that provides a subscriber with 911 service and, in addition, directs 911 calls to appropriate public safety answering points by selective routing based on the geographical location from which the call originated, or as otherwise provided in the State Plan under section 365.171, F.S., and that provides for automatic number identification and automatic location-identification features.
- 3.2 911 Maintenance: The preventative, routine and emergency maintenance required by the State E911 Plan, in order to maintain 911 systems in operable working condition.
- 3.3 E911 System: The Public Safety Answering Point equipment, in accordance with the State E911 Plan, including 911 call routing, processing, mapping and call answering communications equipment.
- 3.4 Alternate Contract Source (ACS): A competitively procured contract led by a federal, state, or local government. The ACS contract is cost-effective, contains language contemplating its use for cooperative purchasing, and the best interest of the county to use for purchases. Provided that the county’s purchase is not over expansive in size and scope.
- 3.5 Maintenance Contract: A business agreement between a contractor and customer covering the maintenance of equipment over a specified period
- 3.6 Next Generation 911 (NG-911): The designation for an advanced 911 emergency communications system or service that provides a communications service subscriber with 911 service and, in addition, directs 911 emergency requests for assistance to appropriate public safety answering points based on the geographical location from which the request originated, or as otherwise provided in the State E911 Plan under Section 365.171, Florida Statutes, and that provides for automatic number identification and automatic location identification features and emergency data information through managed IP-based networks.
- 3.7 Next Generation 911 Core Services (NGCS): The base set of services needed to process a 911 call/signal on an ESInet. Includes the Emergency Service Routing Proxy (ESRP), Emergency Call Routing Function (ECRF), Location Validation Function (LVF), Border Control Function (BCF), Bridge, Policy Store, Logging Services, and typical IP services such as Domain Name System (DNS) and Dynamic Host Configuration Protocol

(DHCP). The term NG-911 Core Services encompass the services but does not include the network on which they operate.

- 3.8 Public Safety Answering Point (PSAP): A public safety agency that receives incoming 911 requests for assistance and dispatches appropriate public safety agencies to respond to the requests in accordance with the State E911 Plan.
- 3.9 Service Contract: A written contract to perform, over a fixed period or for a specified duration, duties relating to informational and technical services
- 3.10 Warranty Contract: A written guarantee given to the purchaser of a new item by the manufacturer or dealer, usually specifying that the manufacturer will make any repairs or replace defective parts free of charge for a stated period.

#### 4.0 911 Rural County Grant Program Calendar

	Spring Schedule	Fall Schedule
Counties submit Application	by April 1	by October 1
E911 Board Members evaluate applications	April – May	October – November
E911 Board votes on applications to fund at regularly scheduled meeting	April – June	October – December
E911 Board sends notification of awards approved for funding to the counties.	Before June 30	Before December 30
Equipment Maintenance	One year from the award notification letter date.	One year from the award notification letter date.
Project Implementation	One years from the award notification letter date	One years from the award notification letter date.
Expiration of the right to incur costs, request payment and/or final reimbursement of funding.	Two years from the award notification letter date	Two years from award notification letter date.

#### 5.0 General Conditions

5.1 Applications and related documents must be delivered to the following address:

State of Florida E911 Board  
 ATTN: E911 Board Administrative Staff  
 4030 Esplanade Way, Suite 135  
 Tallahassee, FL 32399-0950  
 Or  
[E911BoardElectronicGrantreports@dms.fl.gov](mailto:E911BoardElectronicGrantreports@dms.fl.gov)

**Email is the preferred method of receipt of all grant applications.**

- 5.2 The applicant shall provide Application Form items 1 through 11 and the applicable procurement documents. The grant application package must be delivered on or before the submission date specified in the E911 Board notification of an E911 Rural Program published in the Florida Administrative Register. Failure to timely provide these documents will result in a rejection of the grant application.
- 5.3 To be considered for a grant award, all Next Generation projects must meet the NENA i3 technical standards.
- 5.4 GIS grants may be limited to funding to achieve the 98% accuracy rate as identified in the NENA GIS Data Model.
- 5.5 All Next Generation 911 project vendors must certify in writing that their systems will be interoperable with bordering counties, regions, and adjacent state lines
- 5.6 Only the percentage of service and equipment directly attributable to provisioning of 911 services is eligible.

- 5.7 The E911 Board will consider remotely provided hosted 911 answering point call-taking equipment and network services directly attributable to establishing and providing 911 services. Warranty and maintenance costs shall be calculated to account for only the first-year warranty and maintenance costs and shall not include upfront maintenance costs to reduce the yearly service amount.
- 5.8 All grant applications shall be accompanied by at least one complete quote for equipment or services.
- 5.8.1 All grant applications shall be accompanied by at least one complete quote for equipment or services. Grant applications totaling \$35,000.00 or more must be accompanied by at least three written substantiated quotes from different vendors. Complete quote submittals shall include a detailed scope of work, all pages included in the vendor proposal, breakdown of all costs including equipment, service tasks and deliverables. The E911 Board will compare the three quotes to any existing state contract in order to determine appropriate funding. Any county that has made a good faith effort to obtain at least three quotes in accordance with the competitive procurement process in 287.057(1), Florida Statutes and has not been able to obtain the quotes can request E911 Board review based on substantiated proof of posting of the request with documentation of the limited responses. Subject to the following exceptions:
- a) When purchasing from a DMS State Term Contract or DMS authorized Alternative Contract Source, the county shall follow the DMS State Purchasing ordering instructions and their county procurement rules and policies. Should the DMS State Purchasing ordering instructions and their county procurement rules and policies conflict, the county procurement rules and policies shall prevail, with provision of a letter from the county's purchasing department.
  - b) When purchasing from an Alternate Contract Source that has not been approved by DMS State Purchasing, the county shall follow their county procurement rules and policies, with provision of a letter from the county's purchasing department.
  - c) Services or commodities provided by governmental entities do not require more than one quote.
  - d) The county can initiate a request for approval to procure from a single source vendor. These will be considered on a case-by-case basis. Justification for single source procurement shall be provided with the application, which shall include a costs analysis that reviews the allowability, necessity and reasonableness of all cost elements. The single source procurement will be considered if provided in accordance with Chapter 287 Florida Statutes. A letter from the purchasing department that the project is a single source procurement based on section 287.057(3)(c), Florida Statutes, shall be provided with this grant application.
- 5.9 Rather than submitting multiple application requests for maintenance, all eligible maintenance requests should be combined into a single application request and include a breakdown of the individual components of the 911 system maintenance costs that are requested for funding assistance in the application. Grant applications for maintenance, where the county obtained a grant or utilized county funds to purchase equipment and obtained three competitive quotes for the first year of maintenance or met the requirements of General Conditions items 5.8, are not

required to provide three written quotes with an application for an additional year of maintenance.

- 5.10 All maintenance requests should include on the vendor's quote for service the beginning and ending term for each maintenance request, also known as "Period of Coverage". Grant awards will be limited to maintenance contracts beginning prior to or within the maintenance cycle of the grant program. Spring cycle maintenance requests should be submitted for maintenance beginning May through October. Fall cycle maintenance requests should be submitted for maintenance beginning November through April. Complete quote shall include a detailed scope of work, all pages included in the vendor proposal, a detailed description of line item and cost, breakdown of all costs including equipment, service tasks and deliverables.
- 5.11 Applicants requesting items from different funding priorities should complete a separate Budget Report for each priority. See Addendum I - Funding Priorities for the 911 Rural County Grant Program for a listing of funding priorities. Items from the same funding priorities should be combined in the same application and shall comply with General Condition items 5.8.
- 5.12 Should two or more rural counties jointly apply for a grant; each county will be required to complete and submit a grant application detailing the funds requested and the county responsible for the funds. In addition, one combined grant application detailing the entire project and a memorandum of understanding or inter-local agreement of all counties involved shall be submitted. The combined grant application shall comply with General Condition items 5.8.
- 5.13 Procurement shall be based on the county's procurement processes and the applicable State purchasing requirements, including but not limited to sections 112.061, 287.057, 287.017, and 287.058. Florida Statutes.
- 5.14 Funding application requests must include a scope of work that clearly establishes the tasks to be performed. The applications shall include all tasks that are required for successful completion of the project. The project shall be divided into quantifiable units of deliverables that shall be received and accepted in writing with signature by the county before payment. Each deliverable must be directly related to the scope of work and must specify the required minimum level of service to be performed and the criteria for evaluating the successful completion of each deliverable.
- 5.15 Funding requests must include all necessary costs required for full implementation of the proposed solution including that of any third party. Should the county grant application request or grant award be less than the projected cost of the equipment or service, the county should provide verification of the ability to fund the difference. Pricing submitted cannot be contingent upon "yet to be" determined fees for products and services by the proposer or any other third party required for implementation.
- 5.16 The county shall provide information on the county's preceding year E911 fee revenue amount, the preceding year carry forward funding amount and the total carry forward balance amount in the county E911 fund (The 911 Fee Revenues Form, 6A). The amount of grant funding award, for allowable carry forward expenditures, is limited based on the total amount of carry forward funding in the county E911 fund in excess of an amount calculated based on the allowable 30 percent carry forward amount for a two year basis in accordance with sub-paragraph 365.172(6)(a)3.c., Florida Statutes and E911 Board Rule 60FF1-5.006 Florida Administrative Code. The county shall include the amount of their county carry forward funding being utilized for this grant in the Applied County Carry Forward or other Funding (if applicable) line in the

Application Form Budget Report. This carry forward funding provision does not apply to grant applications for recurring maintenance. Equipment maintenance contract cost is not a capital expenditure and is not an authorized expenditure of carry forward funds after the initial first year project costs included in the original capital equipment replacement or upgrade project.

- 5.17 Detailed information is required for any grant application requesting funding for systems that require immediate system replacement for provisioning of enhanced 911 in the county. Include detailed justification and explanation for any E911 system with an expected remaining life of less than 1 year.
- 5.18 Funding requests contingent upon "beta testing" or for products and services not in general production and installation will not be funded.

## **6.0 Limitation on Use of Funds Guidelines for 911 Grant Expenses**

6.1 The following expenses will not be funded through this grant:

- A. Salaries and associated expenses for 911 coordinators, call takers or other 911 personnel
- B. Vehicle expenses
- C. Wireline database cost
- D. Outside plant fiber or copper cabling systems and building entrance cost
- E. Consoles, workstation
- F. Ariel photography expenses
- G. Wireline 911 analog trunks; administrative lines and circuits; GIS database synchronization; and recurring network and circuit cost beyond the first year

6.2 Funding limitations are specified on the following items:

- A. Grant funding shall be limited to eligible equipment maintenance and warranty costs for a primary PSAP and one other PSAP per county: either a primary, a secondary or a backup. Geo-diverse systems may be considered one PSAP for the purpose of grant funding.
- B. Grant funding shall be limited to eligible mapping maintenance and warranty costs for a primary PSAP and one other PSAP per county: either a primary, a secondary or a backup.
- C. Grant funding for 911 equipment, hardware and software shall be limited (per grant cycle) to eligible expenditures for a primary PSAP only.
- D. Selective router equipment costs are limited to the primary PSAP system and are limited to one per county. For this grant program they are included under the call handling equipment priority.
- E. Training cost funding is limited to new system and equipment training.
- F. The allowable grant funding for travel expenses is limited to the authorized amounts established in Section 112.061, Florida Statutes, and the Department of Financial Services Guidelines for State Expenditures.

## **7.0 Approval and Award**

- 7.1 The E911 Board will review each application for compliance with the requirements of terms and conditions.
- 7.2 Upon grant award county will receive a grant agreement per their funding source that requires signature by the BOCC or county manager.
- 7.3 Grant awards will be withheld for any county that has a grant with a past-due quarterly report or past-due final documentation and closeout of previous rural county grant awards. Grant awards maybe withheld if the county is not in compliance with all Board reporting requirements (including annual reports).
- 7.4 Applications will be awarded based upon the priorities set by the E911 Board as listed in Addendum I - Funding Priorities for the 911 Rural County Grant Program.
- 7.5 The E911 Board will adjust the amount awarded to a county based upon the availability of funds, eligibility of requested items, published quotes, increased effectiveness of grant funds, minimum system requirements for performing the needed 911 function as specified in the State E911 Plan, or documented factors provided in the grant application submission.

## **8.0 Financial and Administrative Requirements**

- 8.1 Grant funds shall be provided on a cost reimbursement basis.
- 8.2 Each grantee may submit reimbursement claims to the E911 Board as needed; however, claims are limited to one request per month. Receipt of reimbursement funds from the E911 Board is contingent on the timely and accurate submittal of funding requests. Requests for reimbursement of expenditures must be submitted on the approved Financial Reimbursement of Expenditures Reporting Form. Incomplete claims forms or claims not submitted on the correct form cannot be processed and will be returned for corrections. Submit only for the amounts in each budget categories in which you have incurred expenditures.
- 8.3 Upon written request and accompanying documentation justifying the need, a county may receive a progress payment of funding with a completed Financial Reimbursement of Expenditures Reporting Form (Rule 60FF1-5.0035(4), F.A.C), signed contract or purchase order, the vendor invoice, and county certification that the specific grant items including all tasks and deliverables included in the funding request are complete. Within 45 days of transfer of funding or the check date, the grantee shall submit verification of payment to the vendor. Abuse of this policy will lead to denial of future payments.
- 8.4 Reimbursement claims shall include only expenditures claimed against the specific grant number awarded and include copies of purchase orders and paid vouchers, invoices, copies of check processing, journal transfers. The reimbursement request must match the scope of work and budget proposed in the grant applications. Grants that include cost defined by a set number of work hours dedicated to a project must include additional documents as requested by DMS staff. All items must comply with the DFS Reference Guide for State Expenditures.
- 8.5 To assure prompt processing, complete reimbursement claims should be e-mailed to:

**E911BoardElectronicGrantReports@dms.fl.gov**

- 8.6 Grant funds can only be used between the beginning and ending dates of the grant term, unless the E911 Board authorizes an extension.
- 8.7 Responsibility for grant funding and any failure to perform the minimum level of service required by the grant application and the application scope of work cannot be transferred under any circumstances from the County. Failure to perform the scope of work or expenditure of funds for other than allowable 911 costs as stated in the grant application shall require the county to return the awarded funds to the E911 Board.
- 8.8 It is the county's responsibility to maintain the property, equipment, or services in accordance with the scope of work. If a sale or transfer of such property or equipment occurs within five years after a grant ends, funds must be returned to the E911 Board on a pro-rata basis. If the equipment cost in excess of over \$5,000 and the grant is federally funded, the county must maintain an inventory of 5 years.
- 8.9 The grantee agrees that any improvement, expansion, or other effect brought about in whole or part by grant funds will be maintained until the system or equipment becomes obsolete.
- 8.10 If a grantee materially fails to comply with any term of an award, the Board shall take one or more of the following actions, as appropriate in the circumstances:
- Temporarily withhold grant payments pending grantee correction of the deficiency,
  - Disapprove all or part of the cost of the activity or action not in compliance,
  - Suspend or terminate the current award for the grantee's project,
  - Suspend or deny future grant awards.

The Board will provide the grantee an opportunity for a hearing, appeal, or other administrative proceeding to which the grantee is entitled under Florida Statute or regulation applicable to the action involved.

- 8.11 Grant awards or portion thereof may be terminated by the grantee upon written notification to the E911 Board, detailing the reasons for such termination, the effective date, and the release of allocated funds.
- 8.12 E911 Staff may require additional documentation to confirm proof of payment and deliverables met in accordance with DFS Reference Guide for State Expenditures.
- 8.13 Prior to a county signing a contract with a different vendor from the original vendor stated in the grant application, the county must request a grant change on the Change Request Form and include an itemized quote and a copy of the new contract to be approved by the E911 Board

## **9.0 Grant Reporting Procedures**

9.1 Grantees will be required to submit quarterly reports summarizing cumulative expenditures and status of the grant project. Quarterly reports shall include a completed Quarterly Report Form.

9.1.1 Reporting will begin at the conclusion of the first full quarter after the award. The report periods will end on March 31, June 30, September 30, and December 31 of each year. Reports are due within 30 days of the ending report period.

9.1.2 Updated reports and associated information should be e-mailed to **E911BoardElectronicGrantReports@dms.fl.gov**.

9.2 The Quarterly Status Report Form shall inform the E911 Board of significant impacts to grant supported activities. Significant impacts include project status developments affecting time schedules and objectives, anticipated lower costs or producing beneficial results in addition to those originally planned. Additionally, problems, delays, or adverse conditions which will materially impair the ability to meet the timely completion of the award must be reported. The disclosure must include a statement of the action taken, or contemplated, and any assistance needed to resolve the situation.

9.3 The county's Board of County Commission chairperson shall be notified when overdue quarterly reports or final reports are not received before the next E911 Board meeting following the month after the end of the quarter in which they are due.

9.4 Funding continuance will be based on timely submission of quarterly reports.

9.5 Upon receipt of final reimbursement from DFS, a final Quarterly Status Report form shall be submitted based on the same reporting requirements described in grant reporting item 9.1. Proof of payment to the vendor or proof of final payment from DFS must be submitted with the Quarterly Status Report marked as "final" in the appropriate field.

9.6 Change requests shall be submitted prior to deviation from any awarded grant applications. No changes or departures from the original request are authorized unless approved in writing by the E911 Board. Such requests shall be submitted using the form attached in Change Request Form. Any unauthorized change shall require the return of grant funds.

9.6.1 Time extension requests will not be granted unless the county has executed a contract for the grant equipment and/or services or demonstrates good cause for failure to execute a contract within twelve months of the award. Good cause documentation shall include a new project timeline schedule.

9.6.2 A change request to an alternate vendor must be approved by the E911 Board with a grant change request which includes a new itemized quote.

9.6.3 Time extensions shall be limited to a maximum of one additional year, totaling two years when approved by the E911 Board.

9.6.4 Change Request forms and associated information should be e-mailed to **E911BoardElectronicGrantReports@dms.fl.gov**

- 9.7 Change requests must be submitted ten (10) business days prior to Board meeting to be reviewed. Any reports submitted late will be reviewed at the next month's E911 Board meeting
- 9.8 Final document submission and close-out of a grant does not affect the E911 Board's right to disallow costs and recover funds on the basis of an audit or financial review. The county shall remain obligated to return any funds expended that do not comply with the terms and conditions of the grant award. The counties are required to provide DMS a copy of the county's Comprehensive Annual Financial Report (CAFR) no later than August 1st following the completion of the County's fiscal year.

County Suwannee

**911 RURAL COUNTY GRANT PROGRAM APPLICATION FORM**

Total Amount Requested: \$58,790.00

Project Title: E911 System Annual Maintenance

1. Board of County Commissioners Chair: Mr. Franklin White

Mailing Address: 224 Pine Ave SW

City: Live Oak

State: FL Zip: 32064 -

Phone: ( 386 ) 364-3450 Fax: (386) 362-1032

Email Address: mandym@suwcountyfl.gov

2. County 911 Coordinator: Ms. Jennifer Payne

Mailing Address: 224 Pine Ave SW

City: Live Oak

State: FL Zip: 32064 -

Phone: ( 386 ) 364-3486 Fax: (386) 364-3754

Email Address: jenniferp@suwcountyfl.gov

County Suwannee

**COUNTY INFORMATION**  
**USE 12 POINT FONT OR LEGIBLE HAND PRINTING**

3. County Fact Information

A. Number of PSAP's 1

B. Number of Call-taking Positions per PSAP  
13

C. What equipment is requested in this grant application?  
None

D. Financial Information:

What are the current annual costs for your E911 system (circuits, customer records hardware and software, etc.) not including maintenance?

- |     |   |                     |
|-----|---|---------------------|
| 1.) | What are the current annual costs for maintenance of items included in 1.)?   | <u>\$58,790.00</u>  |
| 2.) | Total amount of E911 fee revenue received in the preceding year?  | <u>\$206,304.73</u> |
| 3.) | Total amount of county carry forward funding retained in the preceding year?  | <u>\$0</u>          |
| 4.) | Current total amount of county carry forward funding?   | <u>\$192,420.23</u> |
| 5.) | Two year maximum calculated amount for applied carry forward funding<br>Calculation (current year carry forward<br>funding amount based on General<br>Condition 5.16 multiplied by two) | <u>\$123,782.84</u> |
| 6.) | Minimum calculated amount for Applied Carry Forward Funding<br>Calculation (Subtract the amount in D.4.<br>subtracted by amount in D.5.)<br>Insert in the Budget Report                 | <u>\$0</u>          |

4. Describe your county's existing 911 system. Include specific information on existing system equipment upgrades and when the installation of this equipment was completed.

Suwannee County currently utilizes the Solacom Guardian as our 911 system with a T-1 circuit, providing IP connectivity to other Counties. The Solacom Guardian was installed September 2019. Suwannee County uses an Eventide Logging Recorder that was installed December 2018, as well as Datamaster database solution which was installed in 2011. Suwannee County currently uses MapFlex for the E911 mapping display which was installed in August 2011 and was upgraded in March 2018, and MapSAG for the E911 map generation which was also installed in June 2011.

5. Describe the scope of work for the proposed project including any goal(s) and objectives. Include the tasks to be performed as part of the project. Provide scope of work in quantifiable units of deliverables that shall be received and accepted. For each deliverable specify the required minimum level of service to be performed and the criteria for evaluating the successful completion of each deliverable. For any scope of work that includes milestones, please describe in detail what deliverables are expected to be provided in each milestone.

The Suwannee County 9-1-1 system is currently maintained by AK Associates. The project is as follows:

AK Elite Premier Maintenance Service- (5/3/22-5/2/23) is needed to maintain our existing 911 system. Map Generation (6/1/22-5/31/23), MapFlex Server & Client Support (6/1/22-5/31/23), Database Support (6/1/22-5/31/23), Eventide Recorder Support (6/1/22-5/31/23), and Solacom Support (9/20/22-9/19/23) are also needed to maintain the system. This grant includes all of the maintenance for our 911 system. GIS Map Generation is listed separately since it is a different sub-priority.

Preventive maintenance and emergency repair shall be provided for the E911 system including:

**AK Elite Premier Maintenance**

- Includes (labor only) maintenance service for the 9-1-1 system.
- Response time for major and minor outages is within (2) hours. All other non-critical maintenance issues will have a next business day response.
- Remote diagnostics will be done immediately upon receipt of service problem.
- Provides daily remote diagnostics during normal business days. If corrective action is needed it will be performed remotely or by an on-site visit.
- Provides a weekly on-site preventive maintenance program during regular business hours 1 day a week, 8 hours per day.
- Engineering- Design of PSAP, Call Routing Database, Direct trunking for VoIP, Landline and Wireless trunking. Design of i3 NENA technology for text messaging.
- Project Management / Consulting Services included for all new projects associated

with PSAP management, design and implementation.

- Technical Support for system implementation for all new technologies including i3 VoIP, text messaging and Mapping API integration. Includes no incurred costs for expansion, move of equipment and upgrades of the existing 9-1-1 system.

**Manufacturer Support includes**

- Software patches, fixes, upgrades and Tier II maintenance support on the Solacom Guardian, Eventide Recorder, 911 Datamaster DBMS, MapSAG and MapFLEX 911 equipment.

The maintenance support will be monitored and reviewed monthly with the vendor to assure the level of service is provided and the system is being maintained in operable working conditions.

6. Justification of the need for the proposed project. Provide detailed information on the existing system's condition including a detailed justification for any system with an expected remaining life of less than 1 year. This may include software or standalone components.

Without maintenance contract we would not be able to maintain enhanced 911 in our county. Our vendor has expertise maintaining, engineering and project management of our E911 system. Without software updates Suwannee County would not be able to keep the system at its latest revision.

7. Describe why your county will not be able to complete this project without this grant funding.

E911 fee revenue received does not cover all of the cost associated with provision and maintenance of the E911 system in our county. Additional funding assistance is needed to cover these maintenance costs. County funds are not allocated for this item and are limited in our rural county.

8. Describe the required steps with an anticipated time schedule with procurement and payment milestones and a total project completion date.

Suwannee County will renew the contracts based on the following schedule: AK Elite Premier Maintenance Service (5/3/22-5/2/23), Map Generation (6/1/22-5/31/23), MapFlex Server & Client Support (6/1/22-5/31/23), Database Support (6/1/22-5/31/23), Eventide Recorder Support (6/1/22-5/31/23), and Solacom Support (9/20/22-9/19/23). The total payment will be processed when due for each service contract.

9. Sole source justification (if applicable). Sole source justification must meet the state procurement guidelines and chapter 287.057 (3)(c), F.S.

This will be a sole source procurement to avoid voiding maintenance and warranty agreements.

County           Suwannee          

10. Assurances

**ACCEPTANCE OF TERMS AND CONDITIONS:** The grantee accepts all grant terms and conditions. Grantee understands that grants are contingent upon the availability of funds.

**DISCLAIMER:** The grantee certifies that the facts and information contained in this application and any attached documents are true and correct. A violation of this requirement may result in revocation of the grant and return of all grant funds and interest accrued (if any), pursuant to the E911 Board authority and any other remedy provided by law.

**NOTIFICATION OF AWARDS:** The grantee understands and accepts that the notice of award will be advertised on the Florida E911 website.

**MAINTENANCE OF IMPROVEMENT AND EXPANSION:** The grantee agrees that any improvement, expansion or other effect brought about in whole or part by grant funds will be maintained. No substantial changes or departures from the original proposal shall be permitted unless the E911 Board gives prior written authorization. Any unauthorized change will necessitate the return of grant funds, and accrued interest (if any) to the E911 Board.

The county certifies that all applicable county procurement rules/procedures has been met.

Failure to utilize grant funds as represented may jeopardize eligibility to be considered for future funding.

11. Authority

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

\_\_\_\_\_  
SIGNATURE – CHAIR, BOARD OF COUNTY COMMISSIONERS or  
COUNTY MANAGER

\_\_\_\_\_  
DATE

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
WITNESS

\_\_\_\_\_  
DATE

## Appendix I

**NO requests for funding will be acknowledged for any items not specified in subsection 365.172 (10), Florida Statutes (shown below).**

### AUTHORIZED EXPENDITURES OF E911 FEE. —

(a) For purposes of this section, E911 service includes the functions of database management, call taking, location verification, and call transfer. Department of Health certification and recertification and training costs for 911 public safety telecommunications, including dispatching, are functions of 911 services.

(b) All costs directly attributable to the establishment or provision of E911 service and contracting for E911 services are eligible for expenditure of moneys derived from imposition of the fee authorized by subsections (8) and (9). These costs include the acquisition, implementation, and maintenance of Public Safety Answering Point (PSAP) equipment and E911 service features, as defined in the providers' published schedules or the acquisition, installation, and maintenance of other E911 equipment, including circuits; call answering equipment; call transfer equipment; ANI or ALI controllers; ANI or ALI displays; station instruments; E911 telecommunications systems; visual call information and storage devices; recording equipment; telephone devices and other equipment for the hearing impaired used in the E911 system; PSAP backup power systems; consoles; automatic call distributors, and interfaces, including hardware and software, for computer-aided dispatch (CAD) systems; integrated CAD systems for that portion of the systems used for E911 call taking; GIS system and software equipment and information displays; network clocks; salary and associated expenses for E911 call takers for that portion of their time spent taking and transferring E911 calls, salary, and associated expenses for a county to employ a full-time equivalent E911 coordinator position and a full-time equivalent mapping or geographical data position, and technical system maintenance, database, and administration personnel for the portion of their time spent administrating the E911 system; emergency medical, fire, and law enforcement prearrival instruction software; charts and training costs; training costs for PSAP call takers, supervisors, and managers in the proper methods and techniques used in taking and transferring E911 calls, costs to train and educate PSAP employees regarding E911 service or E911 equipment, including fees collected by the Department of Health for the certification and recertification of 911 public safety telecommunicators as required under s. 401.465; and expenses required to develop and maintain all information, including ALI and ANI databases and other information source repositories, necessary to properly inform call takers as to location address, type of emergency, and other information directly relevant to the E911 call-taking and transferring function. Moneys derived from the fee may also be used for next-generation E911 network services, next-generation E911 database services, next-generation E911 equipment, and wireless E911 routing systems.

(c) The moneys may not be used to pay for any item not listed in this subsection, including, but not limited to, any capital or operational costs for emergency responses which occur after the call transfer to the responding public safety entity and the costs for constructing, leasing, maintaining, or renovating buildings, except for those building modifications necessary to maintain the security and environmental integrity of the PSAP and E911 equipment rooms.

## Addendum I

### Funding Priorities for the 911 Rural County Grant Program

The criteria for determining acceptability for disbursement of funds from the State of Florida 911 Rural County Grant Program will be made on a priority basis. There will be five priorities as identified below:

**PRIORITY 1:** Rural counties with Primary PSAP systems that require immediate system replacement to maintain enhanced 911 status or when the expected remaining life of the system is less than 1 year.

**PRIORITY 2:** Rural counties with systems that require maintenance or warranty agreements for maintaining enhanced 911 status. This may include the following, listed in order of funding priority a through c:

- a. System Maintenance (pertaining exclusively to items listed in Priorities 3 a-h only)
- b. Hosted System Service for subsequent years, after the first year.
- c. Mapping System Maintenance (pertaining exclusively to items listed in Priority 5a only)

**PRIORITY 3:** Rural counties with Primary PSAP systems that require new or replacement of critical or necessary hardware or software for maintaining status. This may include the following, listed in order of funding priority a through h:

- a. Hardware and software for communications or terminal equipment located at a PSAP for 911 call processing, ANI and ALI display and call answering.
- b. Lightning Protection Equipment
- c. Uninterruptible Power Supply Equipment and or Generator Equipment
- d. E911 Voice Recording Equipment
- e. County E911 Standalone ALI Database Equipment
- f. E911 Map Display Equipment
- g. Net clock
- h. New additional 911 Call Taker Position Equipment

**PRIORITY 4:** Rural counties with Systems requesting consolidation of PSAPs, which decreases the number of Primary or Secondary PSAPs in the county by a minimum of one.

**PRIORITY 5:** Rural counties with Systems that require mapping services necessary for maintaining Geographic Information Systems (GIS). This may include the following, listed in order of funding priority a through b:

- a. Mapping System Equipment - map generation hardware and software licensing is limited to components for two stations
- b. GIS Centerline, point generation and map accuracy services
- c. GIS Data support

Regional system project requests related to systems, equipment and maintenance will be considered the highest priority within each priority category.

Grants awards will be funded in order of priority assigned. Total funding for any priority may be adjusted based on the remaining funds available, the number of applications and the anticipated requests in the next funding cycle. The acceptability for disbursement of funds from the State of Florida 911 Rural County Grant Program for any 911 expense items not expressly provided for in Priorities above shall be determined at the discretion of the E911 Board pursuant to its authority under sections 365.172 and 365.173, Florida Statutes

## Budget Report

Prepare an itemized Grant Budget ("Line Item" breakdown should include separated systems, i.e.; 911 system, logging recorder, centerline mapping, etc. and services items). If there is insufficient space, please include details in an attachment. Budget costs should match requested vendor quote

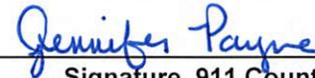
County: Suwannee

Project Name: E911 System Annual Maintenance

### Budget Categories

Deliverables	Unit Price (\$)	Quantity	Total Amount (\$)
A. System (Hardware, Software, Equipment, & Labor)			
B. Services (Training, Maintenance, and Warranty Items)			
Yearly Maintenance		1	\$31,700.00
911 System Manufacturer Support		1	\$8,240.00
Database Support		1	\$8,600.00
GIS Map Generation Support		1	\$1,950.00
GIS Map Display Support		1	\$4,565.00
Recorder Support		1	\$3,735.00
Overall Project Total			\$58,790.00
Carry Forward Funds Applied			\$0
Grant Request Total Less Carry Forward Applied			\$58,790.00

Notes:



\_\_\_\_\_  
Signature, 911 County Coordinator



We have prepared a quote for you

**AK Maintenance**

Quote # 000832  
Version 1

Prepared for:

**Suwannee County, FL**

Jennifer Payne  
jenniferp@suwcountyfl.gov

AK Maintenance

Description	Price	Qty	Ext. Price
AKEPMaint <b>AK Elite Premier Maintenance</b> <i>Dates of Support - 5/3/22 through 5/2/23</i>	\$31,700.00	1	\$31,700.00

- Includes (labor only) maintenance service for 9-1-1 systems.
- Response time for minor and major outages is within (2) hours. All other non-critical maintenance issues will have a next business day response.
- Remote diagnostics will be done immediately upon receipt of service problem.
- It also provides daily remote diagnostics during normal business days. If corrective action is needed it will be performed remotely or by an on-site visit.
- Provides a weekly on-site preventive maintenance program during regular business hours (number of days is depending on selection of options 1 – 5 days).
- Engineering- Design of PSAP, Call Routing Database, Direct trunking for VoIP, Landline and Wireless trunking. Design of i3 NENA technology for text messaging.
- Project Management / Consulting Services included for all new projects associated with PSAP management, design and implementation.
- Technical Support for system implementation for all new technologies including i3 VoIP, CAD integration, text messaging and Mapping API integration. Includes no incurred costs for expansion, move of equipment and upgrades of the existing 9-1-1 system.

Subtotal:     **\$31,700.00**

Payment Terms

Description	Qty
Terms of Sale: • Payment Terms are Net 30	

## AK Maintenance

### Prepared by:

**AK Associates**  
Beth Stankus  
(603) 432-5755 x.283  
Fax (603) 432-0900  
bstankus@AKassociates911.com

### Prepared for:

**Suwannee County, FL**  
305 Pine Ave  
Live Oak, FL 32064  
Jennifer Payne  
(386) 364-3486  
jenniferp@suwcountyfl.gov

### Quote Information:

**Quote #: 000832**  
Version: 1  
Delivery Date: 01/26/2022  
Expiration Date: 05/24/2022

## Quote Summary

Description	Amount
AK Maintenance	\$31,700.00
<b>Total:</b>	<b>\$31,700.00</b>

Disclaimers: This quote is provided for the listed contact and is not to be shared or disseminated without written consent by AK Associates.  
This quote null and voids any previous version.

### AK Associates

### Suwannee County, FL

Signature: *Beth Stankus*  
Name: Beth Stankus  
Title: Manager of Accounting  
Date: 01/26/2022

Signature: \_\_\_\_\_  
Name: Jennifer Payne  
Date: \_\_\_\_\_



We have prepared a quote for you

**Solacom Support**

Quote # 000833  
Version 1

Prepared for:

**Suwannee County, FL**

Jennifer Payne  
jenniferp@suwcountyfl.gov



Solacom Support

Description	Price	Qty	Ext. Price
MT-SSGUARD-01 <b>Position Software Support</b>	\$1,300.00	4	\$5,200.00
SV- <b>Active Remote Monitoring / Pos</b> ARM_Guardian- 1Y	\$430.00	4	\$1,720.00
SV-AVMgr-1yr <b>AntiVirus Management/ Positions</b>	\$150.00	4	\$600.00
SV-OS MGTPos- <b>Position OS Patch Management</b> 1Y	\$180.00	4	\$720.00

*Dates of Support: 9/20/22 through 9/19/23*

**Subtotal: \$8,240.00**

Payment Terms

Description	Qty
<b>Terms of Sale:</b> <ul style="list-style-type: none"> <li>• Payment Terms are Net 30</li> </ul>	

## Solacom Support

### Prepared by:

**AK Associates**  
Beth Stankus  
(603) 432-5755 x.283  
Fax (603) 432-0900  
bstankus@AKassociates911.com

### Prepared for:

**Suwannee County, FL**  
305 Pine Ave  
Live Oak, FL 32064  
Jennifer Payne  
(386) 364-3486  
jenniferp@suwcountyfl.gov

### Quote Information:

**Quote #: 000833**  
Version: 1  
Delivery Date: 01/26/2022  
Expiration Date: 05/24/2022

## Quote Summary

Description	Amount
Solacom Support	\$8,240.00
<b>Total: \$8,240.00</b>	

Disclaimers: This quote is provided for the listed contact and is not to be shared or disseminated without written consent by AK Associates. This quote null and voids any previous version.

### AK Associates

### Suwannee County, FL

Signature:   
Name: Beth Stankus  
Title: Manager of Accounting  
Date: 01/26/2022

Signature: \_\_\_\_\_  
Name: Jennifer Payne  
Date: \_\_\_\_\_



We have prepared a quote for you

**911 Datamaster Support**

Quote # 000834  
Version 1

Prepared for:

**Suwannee County, FL**

Jennifer Payne  
jenniferp@suwcountyfl.gov

### 911 Datamaster

Description	Price	Qty	Ext. Price
911DM-DBMS <b>Traditional Database Offering up to 25,000 Records</b> ALI/Cell/DBMS/WebDBMS	\$8,600.00	1	\$8,600.00
<i>Dates of Support: 6/1/22 through 5/31/23</i>			
<b>Subtotal:</b>			<b>\$8,600.00</b>

### Payment Terms

Description	Qty
<b>Terms of Sale:</b> • Payment Terms are Net 30	

## 911 Datamaster Support

### Prepared by:

**AK Associates**  
Beth Stankus  
(603) 432-5755 x.283  
Fax (603) 432-0900  
bstankus@AKassociates911.com

### Prepared for:

**Suwannee County, FL**  
305 Pine Ave  
Live Oak, FL 32064  
Jennifer Payne  
(386) 364-3486  
jenniferp@suwcountyfl.gov

### Quote Information:

**Quote #: 000834**  
Version: 1  
Delivery Date: 01/26/2022  
Expiration Date: 05/24/2022

## Quote Summary

Description	Amount
911 Datamaster	\$8,600.00
<b>Total: \$8,600.00</b>	

Disclaimers: This quote is provided for the listed contact and is not to be shared or disseminated without written consent by AK Associates. This quote null and voids any previous version.

### AK Associates

### Suwannee County, FL

Signature:   
Name: Beth Stankus  
Title: Manager of Accounting  
Date: 01/26/2022

Signature: \_\_\_\_\_  
Name: Jennifer Payne  
Date: \_\_\_\_\_



We have prepared a quote for you

**Intrado Support**

Quote # 000835  
Version 1

Prepared for:

**Suwannee County, FL**

Jennifer Payne  
jenniferp@suwcountyfl.gov

Intrado Support

Description	Price	Qty	Ext. Price
MF-SA-SUP <b>MapFlex Standalone System Support and Maintenance</b> MapFlex Standalone System Support and Maintenance	\$499.00	4	\$1,996.00
MF-SRV-SUP <b>MapFlex Server Support and Maintenance</b> MapFlex Server Support and Maintenance	\$2,569.00	1	\$2,569.00
MS-SUP-SU <b>MapSAG Annual Support and Maintenance - Single User</b> MapSAG Annual Support and Maintenance - Single User	\$1,950.00	1	\$1,950.00

Dates of Support: 6/1/22 through 5/31/23

Subtotal:     **\$6,515.00**

Payment Terms

Description	Qty
<b>Terms of Sale:</b> • Payment Terms are Net 30	

## Intrado Support

**Prepared by:**

**AK Associates**  
Beth Stankus  
(603) 432-5755 x.283  
Fax (603) 432-0900  
bstankus@AKassociates911.com

**Prepared for:**

**Suwannee County, FL**  
305 Pine Ave  
Live Oak, FL 32064  
Jennifer Payne  
(386) 364-3486  
jenniferp@suwcountyfl.gov

**Quote Information:**

**Quote #: 000835**  
Version: 1  
Delivery Date: 01/26/2022  
Expiration Date: 05/24/2022

## Quote Summary

Description	Amount
Intrado Support	\$6,515.00
<b>Total: \$6,515.00</b>	

Disclaimers: This quote is provided for the listed contact and is not to be shared or disseminated without written consent by AK Associates. This quote null and voids any previous version.

### AK Associates

### Suwannee County, FL

Signature:   
Name: Beth Stankus  
Title: Manager of Accounting  
Date: 01/26/2022

Signature: \_\_\_\_\_  
Name: Jennifer Payne  
Date: \_\_\_\_\_



We have prepared a quote for you

**IIC Support**

Quote # 000857  
Version 1

Prepared for:

**Suwannee County, FL**

Jennifer Payne  
jenniferp@suwcountyfl.gov

PO Box 2880  
Concord, NH 03302  
<http://www.akassociates911.com/>  
(603) 432-5755



### IIC Support

Description	Price	Qty	Ext. Price
NA50250A <b>Gold Support - 24/7 Remote Service Agreement Including Enhanced HW Warranty &amp; SMA</b>	\$3,735.00	1	\$3,735.00
<i>Dates of Support: 6/1/22 through 5/31/23</i>			

Subtotal:      **\$3,735.00**

### Payment Terms

Description	Qty
Terms of Sale: • Payment Terms are Net 30	

## IIC Support

### Prepared by:

**AK Associates**

Beth Stankus  
(603) 432-5755 x.283  
Fax (603) 432-0900  
bstankus@AKassociates911.com

### Prepared for:

**Suwannee County, FL**

305 Pine Ave  
Live Oak, FL 32064  
Jennifer Payne  
(386) 364-3486  
jenniferp@suwcountyfl.gov

### Quote Information:

**Quote #: 000857**

Version: 1  
Delivery Date: 02/08/2022  
Expiration Date: 05/09/2022

## Quote Summary

Description	Amount
IIC Support	\$3,735.00
<b>Total: \$3,735.00</b>	

Disclaimers: This quote is provided for the listed contact and is not to be shared or disseminated without written consent by AK Associates.  
This quote null and voids any previous version.

### AK Associates

### Suwannee County, FL

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



Name: Beth Stankus

Title: Manager of Accounting

Date: 02/08/2022

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

Name: Jennifer Payne

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

## **Agenda Item No. 15**

Discuss, with possible Board action, authorization to surplus Health Department Building located in Branford Parcel ID No. 17-06S-14E-04137-450001 and establish a base bid. (Randy Harris, County Administrator)

# **Agenda Item No. 16**

**Item:**

Discuss, with possible Board action, solid waste static cling decals.

**Budget Impact:**

Estimated cost of \$15,000

## **Agenda Item No. 17**

**Item:**

Roadside Litter Pickup

**Description:**

Historically, the County has used inmates for picking up roadside litter. In 2021 the County bid “roadside litter pickup” at a time when we were unable to get inmates from the prison due to Covid. When the County was preparing to enter a contract for the service, the prison began releasing inmates to work with our crew leaders. The County did not execute the contract.

Recently, we have not had inmates in sufficient number to keep up with the amount of litter on our roadways.

For Board consideration, the information from last year’s discussion is included. An updated estimate has also been included covering the cost of hiring employees to provide the services.

An additional option would be to re-bid the service. Last year’s bid responses indicate that it would be cheaper to hire employees.

**Requested Action:**

Discuss with possible Board action.

# Roadside Litter Crews

2/24/2022

## Initial Expenses

Trucks 3 x 35,000 = .....	105,000
4 wheelers 6 x 9700 = .....	58,200
Equipment Trailers 3 x 4600 = .....	<u>13,800</u>
	177,000

## Annual Expenses

### Fuel

3 crews x 11 gals/day x 196 days = 6,468 gals x 4.00 = .....	25,872
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### Labor

Year 1	\$201,552
Year 2	\$211,548
Year 3	\$221,707
Year 4	\$231,865
Year 5	\$242,184

## Total Cost

Year 1	177,000 + 25,872 + 201,552 = .....	404,424
Year 2	25,872 + 211,548 = .....	237,420
Year 3	25,872 + 221,707 = .....	247,579
Year 4	25,872 + 231,865 = .....	257,737
Year 5	25,872 + 242,184 = .....	268,056

# Roadside Litter Crew Labor

2/24/2022

## Five Full-Time Employees

Yr 1	5	x	2080	x	\$12.50	=	\$130,000.00	+	29.20%	=	\$167,960.00
Yr 2	5	x	2080	x	\$13.12	=	\$136,448.00	+	29.20%	=	\$176,290.82
Yr 3	5	x	2080	x	\$13.75	=	\$143,000.00	+	29.20%	=	\$184,756.00
Yr 4	5	x	2080	x	\$14.38	=	\$149,552.00	+	29.20%	=	\$193,221.18
Yr 5	5	x	2080	x	\$15.02	=	\$156,208.00	+	29.20%	=	\$201,820.74

## Six Full-Time Employees

Yr 1	6	x	2080	x	\$12.50	=	\$156,000.00	+	29.20%	=	\$201,552.00
Yr 2	6	x	2080	x	\$13.12	=	\$163,737.60	+	29.20%	=	\$211,548.98
Yr 3	6	x	2080	x	\$13.75	=	\$171,600.00	+	29.20%	=	\$221,707.20
Yr 4	6	x	2080	x	\$14.38	=	\$179,462.40	+	29.20%	=	\$231,865.42
Yr 5	6	x	2080	x	\$15.02	=	\$187,449.60	+	29.20%	=	\$242,184.88

# Agenda Item No. 11

**ITEM:** Litter pickup Crews

**DESCRIPTION:** Due to the Covid virus, it has been nearly a year since the County has been able to obtain inmate crews from the prison. This has resulted in the buildup of massive amounts of roadside litter. We need to try to address the issue before the mowing season begins. I would like for the Board to consider a couple of options.

A) Hire 6 entry level employees	
Labor cost .....	\$209,755
Trucks 3 @29,010 .....	87,030
Estimated equipment 4 wheelers .....	36,000
Equipment trailers 3 @ 2,400 .....	<u>7,200</u>
	\$339,985

B) Advertise a Request for Proposals

**REQUESTED ACTION:** Discuss with possible Board action.

## **Agenda Item No. 17**

**Item:**

### **Roadside Litter Pickup**

**Description:**

During March of last year, the Covid virus effectively ended the County's ability to rely on inmate labor for litter pickup and other activities that the County has historically used inmates to perform. The Public Works department has recently been able to get 4 inmates from the County jail and 4 from the prison. Bid number 2021-06 provides an opportunity for the County to compare hiring an outside contractor (SSG) to the cost the County will incur if employees are hired and equipment is purchased. For the purpose of comparison, both have been extended for 5 years to reflect the change in minimum wage.

**5 Year Total Cost/ 6 People and Equipment**

SSG Maintenance (low bid)	1,713,810.00
Suwannee County Employees and Equipment	1,338,126.00

**Requested Action:** Discuss with possible Board action.

To Suwannee County,

Here is an updated long term total price as requested. This number represents 6 personnel working 52 weeks a year, 40 hours a week. The increase each year is to keep in accordance with the recent FL \$15 minimum wage amendment that was a passed. Thank you for your consideration.

Year	Total
1	\$292,842.00
2	\$317,802.00
3	\$342,762.00
4	\$367,722.00
5	\$392,682.00

Safeway Services Group.



# Administrative Services

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

2021

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Randy Harris, County Administrator

## Tabulation Bid No. 2021-06

### Roadside Litter Pickup

### Suwannee County, FL

<b>Respondent Name</b>	<b>Location</b>	<b>Bid (6) Personnel</b>	<b>Bid add'l (2) Personnel</b>
Shade Timber LLC	Live Oak	\$443,056.38	\$147,625.46
Agriculture Construction Services	Lee	\$8,124.05 / weekly	\$2,708.02 / weekly
Green Maintenance & Cleaning, Inc.	Lake City	\$316,800.00 220 days per year	\$105,600.00 220 day per year
SSG Maintenance Inc.	Orlando	\$292,842.00	\$93,709.44

## **Agenda Item No. 18**

Update on grant applications. (Randy Harris, County Administrator)

# CHAIRMAN CALLS FOR ADDITIONAL AGENDA ITEMS.

1. \_\_\_\_\_

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2. \_\_\_\_\_

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3. \_\_\_\_\_

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4. \_\_\_\_\_

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# **PUBLIC CONCERNS AND COMMENTS**



# ADMINISTRATOR'S COMMENTS AND INFORMATION



# **BOARD MEMBERS' INQUIRIES, REQUESTS AND COMMENTS**

