

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

TENTATIVE AGENDA FOR September 21, 2021, 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. September 2, 2021 – Special-Called Meeting
September 9, 2021 – Tentative Budget Hearing

CONSENT:

2. Approval of payment of processed invoices.
3. Approval of Interlocal Agreement between Suwannee County and the Town of Branford regarding Florida Department of Transportation Small County Outreach Program (SCOP) funding grant for the construction of Express Street from Henry Avenue to Feed Mill Avenue.
4. Approval of Small County Outreach Program agreement with Florida Department of Transportation for design, construction, and construction engineering and inspection for road reconstruction of Express Street from Henry Avenue to Feed Mill Avenue and adoption of enabling resolution.
5. Approval of agreement with the North Central Florida Regional Planning Council, in the amount of \$7,421.00, for Annual Monitoring of Hazardous Waste Generators for FY 2021-22.
6. Approval of agreement with the Florida Department of Health in the amount of \$100,000.00 for the operation of the Suwannee County Health Department for the Fiscal Year 2021-22.

7. Approval of Funding Agreement between Suwannee County and Meridian Behavioral Healthcare, Inc. in the amount of \$61,500 for the provision of mental health, baker act, and addiction services.
8. Approval of Sub-recipient Administration agreement between Suwannee County and Suwannee River Economic Council, Inc. for administering the SHIP program.
9. Approval of agreement with Wood Environment & Infrastructure Solutions, Inc. in the amount of \$9,797.08 for professional services associated with sampling and review of petroleum clean-up, pending County Attorney review. Budget impact: to be paid from professional services line.
10. Award bid and authorize to purchase from the lowest bidder, Parker Sod Farms, Inc., on an as-needed basis. (Bid Solicitation No. 2021-19, opened September 14, 2021)
11. Approval of change order no. 1 with Anderson Columbia, Inc. in the amount of \$17,813 for additional paving associated with 175th Road. Budget impact: funded by FDOT.
12. Authorize implementation of new Statewide Minimum Wage, effective September 30, 2021, and adopt changes to pay scale.
13. Authorize payment of invoices for Property Appraisers office.
14. Renew agreement with Madden Media for marketing/advertising services for the Suwannee County TDC. (Budgeted item)
15. Renew agreement with Madden Media for marketing/advertising services for the Suwannee County EDO. (Budgeted item)
16. Authorize County Administrator to execute lease agreement with Ring Investments, LLC for six (6) replacement motor graders utilizing Florida Sheriff's Contract Bid # FSA20-EQU18.0 for the Public Works Department, pending County Attorney review.

TIME-SPECIFIC ITEMS:

17. **At 5:05 p. m.,** or as soon thereafter as the matter can be heard, **hold a public hearing** to consider adoption of an ordinance pertaining to LDR 21-03, an application, by Charles Jacob Garrett, to amend the Official Zoning Atlas of Suwannee County by Changing the Zoning designation from AGRICULTURE-1 (A-1) to COMMERCIAL NEIGHBORHOOD (CN).

COMMISSIONERS ITEMS:

18. Discuss Employee Retention Credit program. (Chairman Len Stapleton)

COUNTY ATTORNEY ITEMS:

GENERAL BUSINESS:

19. Discuss solid waste options. (Randy Harris, County Administrator)
20. Discuss, with possible Board action, sale of surplus property. (Randy Harris, County Administrator)
21. **Additional Agenda Items.** The Chairman calls for additional items.
22. 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.)
23. Administrator's comments and information.
24. Board Members Inquiries, Requests, and Comments.

6:00 p.m.

The Suwannee County Board of County Commissioners met on the above date and time for a special-called meeting and the following were present: Chairman Len Stapleton; Commissioner Don Hale, Commissioner Clyde Fleming; Commissioner Travis Land; and Commissioner Franklin White. Logan Woods, Deputy Clerk; Randy Harris, County Administrator; and James W. Prevatt, Jr., County Attorney, were also present.

Chairman Stapleton called the meeting to order at 6:06 p.m. and asked Commissioner Fleming to lead the invocation and the Pledge of Allegiance to the Flag.

The first item on the agenda was extension of a Local State of Emergency, dated August 13, 2021.

Commissioner Fleming moved to approve extension of a Local State of Emergency, dated August 13, 2021. Commissioner Land seconded, and the motion carried unanimously. (Resolution No. 2021-42-03)

Chairman Stapleton moved to Additional Agenda items.

ADDITIONAL AGENDA ITEMS:

There was one additional agenda item.

The first additional agenda item was authorization to bid trucks and trailers for hauling solid waste.

County Administrator Harris discussed the lack of bids received for waste hauling and that the County could haul the waste themselves, but they needed to bid for trucks and trailers to have the necessary equipment. He discussed the equipment and potential savings to haul the waste themselves.

Commissioner Land asked if the proposed three drivers to haul the waste at \$18 an hour included benefits. County Administrator Harris replied that the amount did include benefits.

Brief discussion ensued on the salaries.

Commissioner Land noted he was not opposed to bidding for the equipment, but that he was not sure if he wanted the County to haul waste themselves as of right now. He would rather wait until the bid results were received to allow the County more time to look at other options for solid waste.

Discussion ensued on bidding the equipment and whether it would be needed, Waste Management's cost to haul the waste, hauling solid waste in-house, and on potential delivery dates for the proposed equipment.

Commissioner Land moved to approve authorization to bid for tractors and trailers for the hauling of solid waste. Commissioner White seconded, and the motion carried unanimously.

The second item on the agenda was to discuss, with possible Board action, information associated with the Landfill.

County Administrator Harris stated that the engineer who worked on the landfill information was present to present his data and answer any questions. He then discussed information presented at a previous Board meeting, noting it had been about 14 years since the County stopped using the old landfill. County Administrator Harris discussed in detail information regarding creation of a new landfill and disposal costs per ton for transportation should the County haul the waste themselves, rate comparisons to the surrounding counties, and that the contract with Waste Management had a provision that the County could choose to haul waste in-house. However, compared with regional landfills, costs of hauling the waste themselves were higher overall than what was in the contract with Waste Management.

County Administrator Harris discussed in great detail information and total costs associated with construction of both 5-acre and 10-acre cells, cell life spans, and debt service.

Much discussion ensued on projected costs and expenses for construction of a landfill, life of the landfill, debt service to match the life of the landfill, needed permits, and landfill covers.

Bo Hancock, 6135 Wiggins Road, Live Oak, asked if the information for the landfill was available to the public. County Administrator Harris replied that it was and provided him a copy of the information.

Commissioner Land asked if the information packet regarding landfill costs would be posted on the County's website for easy public access. County Administrator Harris replied that it could be posted.

John Locklear, 4140 NW 37th Place, Gainesville, of Locklear & Associates, mentioned his work with several counties and discussed in great detail the landfill information.

Much discussion ensued on life of landfill cells, costs per cubic yard, Florida Statutes regarding landfill covers and tarping systems, as well as landfill cell height restrictions.

Mr. Locklear noted that a 5-acre cell was probably one of the smaller sizes for which he gathered information, as most counties built 10-acre cells or larger.

Discussion ensued on costs associated with the cells and that after the first one was constructed, the costs per unit of volume would go down on future cells, as well as tonnage amounts brought in by other counties in a year.

After much discussion regarding landfill costs, Mr. Locklear's professional opinion was that it would not be a beneficial option for the County as they did not have enough tonnage of waste to make the operation and costs worthwhile, unless other counties would also utilize the landfill. With the amount of waste Suwannee County produced, he felt in it would be cheaper to have Waste Management haul it.

County Administrator Harris discussed the average tons of waste brought in by the County per day, and reiterated that they did not have a high enough tonnage to make a landfill worthwhile, unless there were other counties that utilized it.

Mr. Locklear further discussed costs associated and the process involved with the landfill.

Chairman Stapleton was still concerned over relying on an outside company to haul waste and felt in the long run it would be better to pursue creation of a landfill.

Commissioner Fleming appreciated Mr. Locklear's honesty regarding the landfill not being a beneficial option for the County but felt a landfill would be needed in the future for the County.

Discussion ensued on creation of a landfill, partnering with other counties, and not continuing to rely on an outside company for waste hauling and disposal.

County Administrator Harris asked if the use of contiguous cells had the same cover requirements even if the cells were stacked. Mr. Locklear discussed use of intermediate cover for contiguous cells.

Discussion ensued on cell covers.

County Administrator Harris asked about decomposition acceleration through leachate recycling. Mr. Locklear replied that some counties did utilize leachate recirculation and discussed the process.

Discussion ensued on leachate disposal and waste decomposition.

Commissioner Land asked County Administrator Harris if he had spoken to neighboring counties over use of the landfill. County Administrator Harris replied that he had spoken to some, but that they would have to have a joint meeting with other county commissions to further explore that option.

Mr. Locklear commented that having other counties to bring in more waste to the landfill would help make it more cost effective.

County Administrator Harris discussed previous attempts for joint landfills with neighboring counties and his more recent discussions with several counties.

Commissioner Land felt the issue had been delayed for too long and had exasperated the waste issue, and that although the landfill creation may not be beneficial at this time, it would be later on and they had to look at long-term solutions.

Chairman Stapleton asked how long it normally took for landfill construction. Mr. Locklear replied it took about three years to complete a landfill.

Discussion ensued on the property size needed for construction of a 10-acre cell landfill, further discussing the options with the public at the next regular meeting, a several-year plan for the County for solid waste, the long-term benefits of a landfill, and the purchase of privately owned landfills by commercial companies that created a monopoly in the solid waste business.

Chairman Stapleton was still in favor of pursuing creation of a landfill and getting more information.

Commissioner White asked about the existing landfill and whether the cell on site could be utilized. Mr. Locklear discussed the process of recovering the old cell, noting it was viable, but that recovery of the cell would not be economically beneficial until the new landfill was established.

Discussion ensued on the closed landfill and whether there was room at the current property with the old landfill to use for the new one.

Mr. Locklear stated he could evaluate the old landfill property to determine if it could be used for the new one. However, County Administrator Harris felt the parcel was not large enough.

Discussion ensued on the master plans and years of life of other counties' landfills, and whether having an old landfill would make the permit processes easier for a new one.

Mr. Locklear discussed in detail the process of master planning and permitting for the landfill.

Discussion ensued on the need to first evaluate infrastructure and vacant properties for the landfill.

County Attorney Prevatt noted one of the parcels proposed for the new landfill had some geological problems in the past and that was why it had not been considered for the old landfill. He recommended additional geological studies for that property.

Discussion ensued on viable properties and landfill property regulations, as well as monitoring and stabilization reports for the old landfill.

Chairman Stapleton asked Mr. Locklear to discuss the recycling processes in other counties. Mr. Locklear replied it was difficult to recycle due to lack of interest from companies.

Discussion ensued on costs associated with Mr. Locklear's evaluation of landfill viability for the properties discussed and he could have the information ready before Tuesday's regular Board meeting at which time the Solid Waste Assessment would be approved.

Chairman Stapleton opened the floor to public comments.

Aleta DeMarco, 7050 213th Road, thanked the Board for their discussion of solid waste alternatives, but was greatly concerned about the high assessment costs. She felt these issues could have been addressed earlier on to allow the public more time to prepare for the raised assessment. Ms. DeMarco also noted there were government grants to help with solid waste and use of incinerators.

Much discussion ensued on the time frame that information was provided by the Commission to the public and seemingly short notice.

Commissioner Land noted that the assessment prices were not final, and the Board was doing the best they could to find alternative solutions.

Ms. DeMarco was also concerned with the times that the Board held their recent meetings and lack of sufficient notice for the public.

Discussion ensued on the public notice of fire and solid waste information.

Chairman Stapleton thanked Ms. DeMarco for her comments and being respectful.

Commissioner White asked Mr. Locklear to address incinerator use for garbage disposal. Mr. Locklear discussed use of incinerators and noted he was not familiar with any grants that provided for construction of landfills.

County Administrator Harris noted that incinerators required a large amount of waste.

Commissioner White asked whether the regular meeting next Tuesday would be recessed to the Coliseum due to the potential amount of people who would attend.

Discussion ensued on logistics of the upcoming regular meeting and that the location would start at the Annex as advertised, but if the crowd was too large, the meeting would recess to the Coliseum.

Commissioner Fleming noted he agreed with Ms. DeMarco's comments that the lack of raising assessments was not dealt with for too long and understood her concern. However, the current Board was doing their best to find the best solution to the solid waste issue.

Commissioner Land had nothing to discuss.

Commissioner Hale noted the number of losses in the County due to COVID and asked for prayers for the community.

Chairman Stapleton echoed Commissioner Hale's comments and noted a candlelight vigil taking place for the American soldiers who lost their lives during the recent events in Afghanistan.

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

There being no further business to discuss, the meeting adjourned at 7:58 p.m.

ATTEST:

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

LEN STAPLETON, CHAIRMAN
SUWANNEE COUNTY BOARD OF
COUNTY COMMISSIONERS

5:05 p.m.

The Suwannee County Board of County Commissioners met on the above date and time for the Fiscal Year 2021-2022 tentative budget hearing and the following were present: Chairman Len Stapleton; Commissioner Clyde Fleming; Commissioner Travis Land; and Commissioner Franklin White. Commissioner Don Hale was not present. Clerk of Court Barry A. Baker; Chief Deputy Clerk of Finance Keith Gentry; Logan Woods, Deputy Clerk; Randy Harris, County Administrator; and Mr. James W. Prevatt, Jr., County Attorney, were also present.

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

As it was not yet 5:05 p.m., Chairman Stapleton recessed the Tentative Budget Hearing and called the Special-Called Meeting to order for the purpose of extending the Local State of Emergency.

The first item on the agenda was extension of a Local State of Emergency, dated August 13, 2021.

Commissioner White moved to approve extension of a Local State of Emergency, dated August 13, 2021. Commissioner Fleming seconded, and the motion carried unanimously (4-0). (Resolution No. 2021-42-04)

County Administrator Harris noted there was one additional agenda item.

ADDITIONAL AGENDA ITEMS:

The first additional agenda item was to set an effective date for the resolution establishing revised transfer fees and charges for disposal at the County Transfer Station.

After discussion, County Administrator Harris recommend an effective date of November 1, 2021.

Commissioner Land moved to approve an effective date of November 1, 2021 for the resolution establishing revised transfer fees and charges for disposal at the County Transfer Station. Commissioner White seconded, and the motion carried unanimously (4-0). (See Resolution No. 2021-48)

As it was now after 5:05 p.m., Chairman Stapleton adjourned the Special-Called meeting and reconvened the Tentative Budget Hearing.

The purpose of the hearing was to discuss the tentative budget for Fiscal Year 2021-2022.

Clerk Baker announced that the FY 2021-2022 proposed tentative millage rate was 9.0000 mills and proposed tentative budget was \$110,700,462. He also announced the rolled-back rate of 9.0675 mills and stated that the proposed millage rate would be a 0.74% decrease from the rolled-back rate.

Chairman Stapleton opened the public hearing.

County Attorney Prevatt swore in all those wishing to speak.

Chairman Stapleton opened the floor to comments, beginning with Constitutional Officers.

There were no Constitutional Officers wishing to speak.

Chairman Stapleton asked for outside agencies to speak.

There were no outside agencies who wished to speak.

Chairman Stapleton asked for department heads to speak.

County Administrator Harris discussed a letter received from the Third Circuit Court Trial Court Administration that requested contribution of funds for a full-time digital court reporter position that would be added in the budget. The portion to be funded from Suwannee County was \$11,124.81; however, the overall budget amount would stay the same, as the cost would come from contingency.

Clerk Baker noted that if the Board had any other expenses or changes for the budget, it needed to be made known to Finance Director Gentry so he could make the necessary changes.

Commissioner White moved to approve funding from Contingency \$11,124.81 for the Third Circuit Court Digital Court Reporter position. Commissioner Land seconded, and the motion carried unanimously (4-0).

There were no further department heads who wished to speak.

Chairman Stapleton opened the floor to public comments.

As a citizen who wished to speak was not yet present, but would arrive soon, Chairman Stapleton kept the floor open to public comments and moved to further directions to be given to the Budget Office.

Commissioner Land asked about adopting an amended Solid Waste budget due to setting the assessment rate at a lower amount than what was proposed in the previously considered. County Administrator Harris replied that adopting an amended Solid Waste budget was one of the items to decide before adopting the overall tentative budget and the Board needed to decide which of the Solid Waste budgets they wished to use. If the Board proceeded with the changed budget presented during the Solid Waste assessment hearing that reflected a lower assessment amount, it needed to be incorporated in the tentative budget.

Discussion ensued on the Solid Waste budget already in the tentative budget that reflected a higher Solid Waste assessment figure and that it needed to be adjusted, as well as a change in the final tentative budget amount.

Commissioner Land moved to approve the amended Solid Waste budget reflecting an assessment amount of \$225 that was presented during the public hearing on the assessments rates.

Commissioner Fleming seconded, and the motion carried unanimously (4-0).

County Attorney Prevatt swore in Aleta DeMarco, 7050, 213th Road, Live Oak.

Ms. DeMarco questioned various assessment fee information that was presented over the course of several Board meetings. She was distraught over how she perceived the Board had handled the

assessment raise and timeline of presenting information to the public. As the assessments had not been increased for some time, Ms. DeMarco did not feel that the Commission should put several years' worth of needed assessment changes on the public all at one time, especially given that some Commissioners had known about the problem for much longer. Regarding the fire assessment increase, she added that many citizens were far away from fire stations, and thus would not benefit from increased fire services. Ms. DeMarco further reiterated many of her issues regarding the assessment raises that she had discussed in prior meetings.

In response to some of Ms. DeMarco's statements, Commissioner Land noted that the Commissioners had not discussed or approved a \$20-increase a year for the next several years for the Fire Assessment, that the increase of \$20 was only for the current year, and that the Board could not set assessment amounts for future years. He also noted that the Board had decided to send mailed notices to citizens should the assessments be raised in the future, per the wishes of the public, and that the Board did not have a multi-year plan to continuously raise assessments.

Ms. DeMarco further discussed her complaints with the raised assessments, as well as how Commission meetings were held and the lack of information available for the public.

Discussion ensued on the taxes not having been raised for the last several years.

Commissioner White pointed out that with the approved Solid Waste assessment rate of \$225, the County would have to subsidize roughly \$1 million or so to make up for shortfalls in the Solid Waste budget, and that the rate needed to cover the entire Solid Waste budget would have been around \$400.

Discussion ensued on Ms. DeMarco's comments and shortfalls in the Solid Waste budget that the County would have to fund from somewhere else.

County Attorney Prevatt swore in Don Wainwright, 7173 61st Drive, Live Oak.

Mr. Wainwright noted he was glad that the public was more interested in the assessments and solid waste issues. He felt that recent discussions and solid waste issues would help the public realize the need for a landfill and make them more open to the County pursuing that avenue. Mr. Wainwright also addressed Ms. DeMarco's complaints, noting that although the County could not please every citizen, he felt the Commissioners were doing the best they could and encouraged them to pursue the landfill.

County Attorney Prevatt swore in Keith Flynn, 12838, 155th Place, Live Oak.

Mr. Flynn asked whether the County could place a cap on how much solid waste disposal companies could charge for services, and whether CARES Act funding could help with costs associated with permitting for the landfill. He also questioned the \$1 million in the budget for the airplane hangar.

Commissioner Land addressed the issue of the airplane hangar, stating that he had seen numerous complaints and misinformation on social media throughout the day. He clarified for the public that the \$1 million request for the airplane hangar was not in the budget and was simply a request that had been presented as a "wish list" item during the budget workshop; he reiterated that \$1 million for an airplane hangar was not approved and not in the budget. Commissioner Land also added that the Board was not paying rent to Georgia, as some information being shared on social media had also mislead the public to believe.

Mr. Flynn questioned whether revenues received from recycling were reflected in the budget or if that was an avenue the Board has considered pursuing. County Administrator Harris replied that he did not believe Waste Management recycled waste materials and that the County only generated a small amount of revenue from recycling due to the decrease in demand over the last several years.

Discussion ensued on recycling and capping the amount Waste Management could charge.

As there were no further public comments, Chairman Stapleton closed the floor to public comments.

Chief Finance Clerk Gentry stated the new tentative budget amount was \$109,902,290.

County Administrator Harris noted that the purchase of additional land in the Catalyst site that had been approved at the last meeting had not yet been reconciled in the budget, but there were revenues from which the cost could be funded. However, the decision of from where to fund the purchase did not have to be decided tonight and would not affect the overall budget total.

Commissioner Land wished to address the funding source closer to the purchase closing date.

Chairman Stapleton closed the floor to public comments for the tentative budget and millage rate.

At 5:46 p.m., Commissioner Fleming moved to approve a resolution adopting the levying of a tentative millage rate of 9.000 mils for ad valorem taxes for Suwannee County for Fiscal Year 2021-2022. Commissioner White seconded, and the motion carried unanimously (4-0). (Resolution No. 2021-49)

At 5:48 p.m., Commissioner Land moved to approve a resolution adopting a tentative budget for Fiscal Year 2021-2022 of \$109,902,290. Commissioner Fleming seconded, and the motion carried unanimously (4-0). (Resolution No. 2021-50)

Chairman Stapleton closed the public hearing.

Chairman Stapleton asked for public comments on any other matter. There being none, Chairman Stapleton closed public comments.

Commissioner White thanked everyone for attending the meeting and made it clear that the County would have to take money from the regular budget to make up for the shortfall in the solid waste budget.

Commissioner Fleming noted that he had been on the Board for several years and commented on the length of the previous regular meeting. He noted the Commissioners were doing the best they could and thanked the Board for their efforts.

September 9, 2021
Tentative Budget Hearing and
Special Called Meeting
Judicial Annex Building
Live Oak, Florida

Commissioner Land echoed the other Commissioner's comments and the tough issues the Board had to face over the previous year. He also commented on rumors on social media and that the Board did the best they could.

Chairman Stapleton thanked Ms. DeMarco for her comments and asked the public to contact the Commissioners if they had any questions instead of spreading misinformation on social media.

Betty Lawrence, Director of Libraries, shared a poem with the Commissioners.

Commissioner Land moved to adjourn the tentative budget hearing. Commissioner White seconded, and the motion carried unanimously (4-0).

There being no further business to discuss, Chairman Stapleton adjourned the tentative budget hearing at 5:59 p.m.

ATTEST:

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

LEN STAPLETON, CHAIRMAN
SUWANNEE COUNTY BOARD OF
OF COUNTY COMMISSIONERS

Agenda Item No. 2

Approval of payment of processed invoices.

Agenda Item No. 3

Approval of Interlocal Agreement between Suwannee County and the Town of Branford regarding Florida Department of Transportation Small County Outreach Program (SCOP) funding grant for the construction of Express Street from Henry Avenue to Feed Mill Avenue.

Sent Via Email
8-18-21

SUWANNEE COUNTY AGREEMENT NO. _____

INTERLOCAL AGREEMENT BETWEEN SUWANNEE COUNTY AND THE TOWN OF BRANFORD REGARDING FLORIDA DEPARTMENT OF TRANSPORTATION SMALL COUNTY OUTREACH PROGRAM (SCOP) FUNDING GRANTS FOR THE CONSTRUCTION OF PORTIONS OF EXPRESS STREET, PROVIDING FOR PROJECT ADMINISTRATION, DESIGN, CONSTRUCTION, AND FUNDING, AND COMPLETED PROJECT MAINTENANCE FOR ENHANCED TRANSPORTATION SERVICES TO BE PROVIDED TO THE CITIZENS OF THE TOWN OF BRANFORD AND SUWANNEE COUNTY, FLORIDA

THIS INTERLOCAL AGREEMENT, entered into this ____ day of _____, 2021, between Suwannee County, Florida, a political subdivision of the State of Florida, hereinafter referred to as the "County" and the Town of Branford, Florida, a Florida municipal corporation, hereinafter referred to as the "Town" for the purpose of providing transportation services to the residents of Suwannee County.

WITNESSETH:

WHEREAS, the County and the Town are authorized by Florida Statutes 163.01 *et seq.* to enter into Interlocal Agreements and thereby cooperatively utilize their powers and resources in the most efficient manner possible to provide services to their citizenry; and

WHEREAS, the Small County Outreach Program (SCOP) was created within the Florida Department of Transportation (FDOT) pursuant to section 339.2818, *Fla Stat.* to provide funds to assist small counties in paving unpaid roads, resurfacing or reconstructing county roads, or in constructing capacity or safety improvements to county roads and also to municipalities within rural areas of critical concern (rural areas of opportunity (RAO)) with projects, excluding capacity improvement projects; and

WHEREAS, Town, with support of the County, has applied for and received preliminary approval of funding under the FDOT's SCOP for one project for the design, construction, and construction engineering and inspection for the reconstruction of Express Street from Henry Avenue to Feed Mill Avenue located within the town limits of Branford; and

WHEREAS, the County and the Town desire to continue to work together to provide and enhance transportation opportunities for both Town and County residents; and

WHEREAS, the Town, with the support of the County, desires to take advantage of the transportation SCOP funding available from the Florida Department of Transportation (FDOT) to fund the proposed road improvements; and

WHEREAS, the County, with the continued support from the Town, is prepared to accept funding and become the lead facilitator and administrator of the FDOT SCOP Express Street project.

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

1. Purpose of the Agreement

This purpose of the Agreement is to acknowledge the mechanisms whereby the County will accept FDOT Small County Outreach Program (SCOP) funding the design, construction, and construction engineering and inspection for the reconstruction of a certain portion of Express Street located within the town limits of Branford and the project ownership, administration and funding.

2. Project Site and Ownership

The project proposed for Express Street, located within the town limits of Branford, is now owned by the Town of Branford. The Town will retain ownership after completion of the project.

3. SCOP Project Administration, Construction, and Costs

The Town, supported by the County, has made application to and received approval of funding from FDOT as a SCOP project for the design, bidding, construction, construction engineering and inspection, and project administration as a turn-key project, Financial Project No. 438629-2-54-01. Because the County has extensive experience with FDOT and SCOP projects, including funding mechanisms and reporting requirements, and has an internal mechanism for handling such already in place, the Town has requested that the County assist with all design, construction, inspection, and administrative aspects of the FDOT funding and accept the FDOT SCOP funding for the project on behalf of the Town. The parties anticipate that the design and construction of

the roads shall be performed within the financial terms of the SCOP funding. Any additional funding requirement shall be the sole responsibility of the Town. If during the term of the project, additional features are desired by the Town and added to the project or the projected costs of the project exceed the FDOT SCOP funding in any manner, Town shall have sole responsibility to bear the cost of the same. In any event, the County shall not have any responsibility for any funding outside of that currently awarded pursuant to the FDOT SCOP applications and Grant Agreements. The Parties specifically acknowledge that an integral part of this agreement is the State of Florida, Department of Transportation Small County Outreach Program (SCOP) Agreement between FDOT and County for the Town, Financial Project No. 438629-2-54-01, dated _____, 2021, and that Town assumes all the financial responsibilities for necessitated additional funding requirements as outlined therein.

4. Maintenance functions

At completion of the construction of the project, Town will provide and fund regular maintenance and upkeep of the completed road and rights of way as provided for in the agreements.

5. Term of Agreement

This Agreement shall commence on the date of execution of this agreement and run concurrently with the termination of the County's agreement with FDOT, Financial Project No. 538629-2-54-01, has a current termination date of June 30, 2025. This Agreement may be terminated by any party hereto upon receipt of written notice of intent to terminate by the other party upon 60 days notice. However, if terminated by Town, all costs associated with appropriate services performed under the FDOT SCOP Agreements through the date of termination, shall be the responsibility of Town. Further, if any such costs are no longer eligible for reimbursement under said FDOT SCOP agreement by reason of the termination of the project by Town, responsibility for any such costs shall be solely borne by the Town and payable to either the County or FDOT as the case may be.

6. Relationship of the Parties

This Agreement shall not in any manner be construed as to create the relationship of principal and agent, partnership or joint venture, or of any association between County

and Town. Each party is and shall be deemed for all purposes to be an independent contractor in the performance of the duties and service performed during the project; neither party, nor any one of its agents, employees, and contractors shall be subject to any direction or control by the other or any of its agents, servants, and employees, in performing the duties and services contemplated under this agreement. Each party hereby assumes responsibility for, and hereby agrees to indemnify and hold the other harmless from any and all liability, claims, or damages arising out of or in connection with negligent acts, omissions, or misconduct of the other party and its agents, employees or contractors relating to the duties and responsibilities of the party provided under the terms of this agreement.

7. Miscellaneous

This Agreement and the rights and obligations of the County and the Town to the subject matter hereof supersedes any prior or contemporaneous agreement or understanding between the County and the Town. This Agreement is to be executed in duplicate, each of which shall be deemed an original. This Agreement shall be governed by laws of the State of Florida. By execution of this agreement, neither the County nor the Town will be deemed to have waived any rights or remedies they may have available under the laws of the State of Florida. Exclusive venue for any action to interpret or enforce the terms of the Agreement shall be Suwannee County, Florida. A facsimile or digitally produced signature of any party shall be considered to have the same binding effect as an original signature.

8. Notices

All notices required or permitted to be given hereunder shall be in writing and shall be deemed given if delivered in person, by fax, by overnight delivery service, or by certified or registered mail to the other party at the following addresses:

If to County:

Randy Harris
County Administrator
13580 80th Terrace
Live Oak, FL 32064

with a required copy to:

James W. Prevatt, Jr.
County Attorney
120 East Howard Street
Live Oak, FL 32064

If to Town:

Ken Saunders
Council President
P. O. Box 577
604 NW Suwannee Avenue
Branford, FL 32008

with a required copy to:

Jonathan Turner
Town Attorney
1 SE First Avenue
Gainesville, FL 32601

9. Modifications

It is further agreed that no modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

10. Filing

This Agreement and all subsequent amendments hereto shall be filed by the County with the Clerk of the Circuit Court of Suwannee County, Florida, upon its execution by all parties hereto.

IN WITNESS WHEREOF, this agreement has been signed by the authorized representatives of the parties and shall be effective on the date of the last party executing the same.

BOARD OF COUNTY COMMISSIONERS
OF SUWANNEE COUNTY, FLORIDA

DATE: _____

By: _____
CHARIMAN

ATTEST:

CLERK

DATE: 8-18-21

ATTEST:
Sanna Hardo
TOWN CLERK

TOWN OF BRANFORD

By: *Ken Sandberg*
TOWN COUNCIL PRESIDENT

Agenda Item No. 4

Approval of Small County Outreach Program agreement with Florida Department of Transportation for design, construction, and construction engineering and inspection for road reconstruction of Express Street from Henry Avenue to Feed Mill Avenue and adoption of enabling resolution.

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| | | |
|----------------------------|------------------------------|---------------------------------|
| FPN: <u>438629-2-54-01</u> | Fund: <u>SCOP</u> | FLAIR Category: <u>085576</u> |
| | Org Code: <u>55024010206</u> | FLAIR Obj: <u>751000</u> |
| FPN: _____ | Fund: _____ | FLAIR Category: _____ |
| | Org Code: _____ | FLAIR Obj: _____ |
| FPN: _____ | Fund: _____ | FLAIR Category: _____ |
| | Org Code: _____ | FLAIR Obj: _____ |
| County No: <u>37</u> | Contract No: _____ | Vendor No: <u>F596000873055</u> |

THIS STATE-FUNDED GRANT AGREEMENT ("Agreement") is entered into on _____, (This date to be entered by DOT only), by and between the State of Florida Department of Transportation, ("Department"), and Suwannee County for the Town of Branford, ("Recipient"). The

Department and the Recipient are sometimes referred to in this Agreement as a "Party" and collectively as the "Parties".

NOW, THEREFORE, in consideration of the mutual benefits to be derived from joint participation on the Project, the Parties agree to the following:

- Authority:** The Department is authorized to enter into this Agreement pursuant to Sections 334.044, 334.044(7), and *(select the applicable statutory authority for the program(s) below)*:

 - Section 339.2817 Florida Statutes, County Incentive Grant Program (CIGP), (CSFA 55.008)
 - Section 339.2818 Florida Statutes, Small County Outreach Program (SCOP), (CSFA 55.009)
 - Section 339.2816 Florida Statutes, Small County Road Assistance Program (SCRAP), (CSFA 55.016)
 - Section 339.2819 Florida Statutes, Transportation Regional Incentive Program (TRIP), (CSFA 55.026)
 - Insert Legal Authority , Insert Funding Program Name , Insert CSFA Number

The Recipient by Resolution or other form of official authorization, a copy of which is attached as **Exhibit "D"**, **Recipient Resolution**, and made a part of this Agreement, has authorized its officers to execute this Agreement on its behalf.

- Purpose of Agreement:** The purpose of this Agreement is to provide for the Department's participation in design, construction and construction engineering and inspection for road reconstruction of Express Street from Henry Ave to Feed Mill Ave, as further described in **Exhibit "A", Project Description and Responsibilities**, attached to and incorporated into this Agreement ("Project"); to provide Department financial assistance to the Recipient; state the terms and conditions upon which Department funds will be provided; and to set forth the manner in which the Project will be undertaken and completed.
- Term of the Agreement, Commencement and Completion of the Project:** This Agreement shall commence upon full execution by both Parties and the Recipient shall complete the Project on or before 6/30/2025. If the Recipient does not complete the Project within this time period, this Agreement will expire on the last day of the scheduled completion as provided in this paragraph unless an extension of the time period is requested by the Recipient and granted in writing by the Department prior to the expiration of this Agreement. Expiration of this Agreement will be considered termination of the Project. The Recipient acknowledges that no funding for the Project will be provided by the State under this Agreement for work on the Project that is not timely completed and invoiced in accordance with the terms of this Agreement, or for work performed prior to full execution of the Agreement. Notwithstanding the expiration of the required completion date provided in this Agreement and the consequent potential unavailability of any unexpended portion of State funding to be provided under this Agreement, the

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Recipient shall remain obligated to complete all aspects of the Project identified in **Exhibit "A"** in accordance with the remaining terms of this Agreement, unless otherwise agreed by the Parties, in writing.

Execution of this Agreement by both Parties shall be deemed a Notice to Proceed to the Recipient for the design phase or other non-construction phases of the Project. If the Project involves a construction phase, the Recipient shall not begin the construction phase of the Project until the Department issues a written Notice to Proceed for the construction phase. Prior to commencing the construction work described in this Agreement, the Recipient shall request a Notice to Proceed from the Department.

4. **Amendments, Extensions and Assignment:** This Agreement may be amended or extended upon mutual written agreement of the Parties. This Agreement shall not be assigned, transferred or otherwise encumbered by the Recipient under any circumstances without the prior written consent of the Department.
5. **Termination or Suspension of Project:** The Department may, by written notice to the Recipient, suspend any or all of the Department's obligations under this Agreement for the Recipient's failure to comply with applicable laws or the terms of this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected. The Department may also terminate this Agreement in whole or in part at any time the interest of the Department requires such termination.
 - a. If the Department terminates the Agreement, the Department shall notify the Recipient of such termination in writing within thirty (30) days of the Department's determination to terminate the Agreement, with instructions as to the effective date of termination or to specify the stage of work at which the Agreement is to be terminated.
 - b. The Parties to this Agreement may also terminate this Agreement when its continuation would not produce beneficial results commensurate with the further expenditure of funds. In this event, the Parties shall agree upon the termination conditions through mutual written agreement.
 - c. If the Agreement is terminated before performance is completed, the Recipient shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed an amount which is the same percentage of the contract price as the amount of work satisfactorily completed is a percentage of the total work called for by this Agreement. All work in progress on the Department right-of-way will become the property of the Department and will be turned over promptly by the Recipient.
 - d. Upon termination of this Agreement, the Recipient shall, within thirty (30) days, refund to the Department any funds determined by the Department to have been expended in violation of this Agreement.
6. **Project Cost:**
 - a. The estimated cost of the Project is \$280,335.00. This amount is based upon the Schedule of Financial Assistance in **Exhibit "B", Schedule of Financial Assistance**, attached and incorporated in this Agreement. The Schedule of Financial Assistance may be modified by execution of an amendment of the Agreement by the Parties.
 - b. The Department agrees to participate in the Project cost up to the maximum amount of \$280,335.00 and, additionally the Department's participation in the Project shall not exceed 100% of the total cost of the Project, and as more fully described in **Exhibit "B"**. The Department's participation may be increased or reduced upon a determination of the actual bid amounts of the Project by the execution of an amendment. The Recipient agrees to bear all expenses in excess of the amount of the Department's participation and any cost overruns or deficits incurred in connection with completion of the Project.
 - c. The Department's participation in eligible Project costs is subject to, but not limited to:
 - i. Legislative approval of the Department's appropriation request in the work program year that the Project is scheduled to be committed;

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- ii. Approval of all plans, specifications, contracts or other obligating documents and all other terms of this Agreement; and
- iii. Department approval of the Project scope and budget at the time appropriation authority becomes available.

7. Compensation and Payment:

- a. The Department shall reimburse the Recipient for costs incurred to perform services described in the Project Description and Responsibilities in **Exhibit "A"**, and as set forth in the Schedule of Financial Assistance in **Exhibit "B"**.
- b. The Recipient shall provide quantifiable, measurable, and verifiable units of deliverables. Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion. The Project and the quantifiable, measurable, and verifiable units of deliverables are described more fully in **Exhibit "A"**, Project Description and Responsibilities. Any changes to the deliverables shall require an amendment executed by both parties.
- c. Invoices shall be submitted no more often than monthly and no less than quarterly by the Recipient in detail sufficient for a proper pre-audit and post-audit, based on the quantifiable, measurable and verifiable deliverables as established in **Exhibit "A"**. Deliverables and costs incurred must be received and approved by the Department prior to reimbursements. Requests for reimbursement by the Recipient shall include an invoice, progress report and supporting documentation for the period of services being billed that are acceptable to the Department. The Recipient shall use the format for the invoice and progress report that is approved by the Department.
- d. Supporting documentation must establish that the deliverables were received and accepted in writing by the Recipient and must also establish that the required minimum standards or level of service to be performed based on the criteria for evaluating successful completion as specified in **Exhibit "A"** has been met. All costs invoiced shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers evidencing in proper detail the nature and propriety of charges as described in **Exhibit "F"**, **Contract Payment Requirements**.
- e. Travel expenses are not compensable under this Agreement.
- f. Payment shall be made only after receipt and approval of deliverables and costs incurred unless advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes or the Department's Comptroller under Section 334.044(29), Florida Statutes.

If the Department determines that the performance of the Recipient is unsatisfactory, the Department shall notify the Recipient of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the Department. The Recipient shall, within thirty (30) days after notice from the Department, provide the Department with a corrective action plan describing how the Recipient will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the Department, the Recipient will not be reimbursed to the extent of the non-performance. The Recipient will not be reimbursed until the Recipient resolves the deficiency. If the deficiency is subsequently resolved, the Recipient may bill the Department for the unpaid reimbursement request(s) during the next billing period. If the Recipient is unable to resolve the deficiency, the funds shall be forfeited at the end of the Agreement's term.

Recipients receiving financial assistance from the Department should be aware of the following time frames. Inspection and approval of deliverables and costs incurred shall take no longer than 20 days from the Department's receipt of the invoice. The Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the deliverables and costs incurred are received, inspected, and approved.

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If a payment is not available within 40 days, a separate interest penalty at a rate as established pursuant to Section 55.03(1), Florida Statutes, will be due and payable, in addition to the invoice amount, to the Recipient. Interest penalties of less than one (1) dollar will not be enforced unless the Recipient requests payment. Invoices that have to be returned to a Recipient because of Recipient preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for Recipient who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.

- g. The Recipient shall maintain an accounting system or separate accounts to ensure funds and projects are tracked separately. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for five years after final payment is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred include the Recipient's general accounting records and the project records, together with supporting documents and records, of the contractor and all subcontractors performing work on the project, and all other records of the contractor and subcontractors considered necessary by the Department for a proper audit of costs.
- h. **Progress Reports.** Upon request, the Recipient agrees to provide progress reports to the Department in the standard format used by the Department and at intervals established by the Department. The Department will be entitled at all times to be advised, at its request, as to the status of the Project and of details thereof.
- i. If, after Project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement which it has with the Recipient owing such amount if, upon demand, payment of the amount is not made within 60 days to the Department. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the Department.
- j. The Recipient must submit the final invoice on the Project to the Department within 120 days after the completion of the Project. Invoices submitted after the 120-day time period may not be paid.
- k. The Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the Department's financial assistance for this Project is in multiple fiscal years, a notice of availability of funds from the Department's project manager must be received prior to costs being incurred by the Recipient. See **Exhibit "B"** for funding levels by fiscal year. Project costs utilizing any fiscal year funds are not eligible for reimbursement if incurred prior to funds approval being received. The Department will notify the Recipient, in writing, when funds are available.
- l. In the event this Agreement is in excess of \$25,000 and has a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:

"The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years, and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of \$25,000 and which have a term for a period of more than 1 year."

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- m. Any Project funds made available by the Department pursuant to this Agreement which are determined by the Department to have been expended by the Recipient in violation of this Agreement or any other applicable law or regulation, shall be promptly refunded in full to the Department. Acceptance by the Department of any documentation or certifications, mandatory or otherwise permitted, that the Recipient files shall not constitute a waiver of the Department's rights as the funding agency to verify all information at a later date by audit or investigation.
- n. In determining the amount of the payment, the Department will exclude all Project costs incurred by the Recipient prior to the execution of this Agreement, costs incurred prior to issuance of a Notice to Proceed, costs incurred after the expiration of the Agreement, costs which are not provided for in the latest approved Schedule of Financial Assistance in **Exhibit "B"** for the Project, costs agreed to be borne by the Recipient or its contractors and subcontractors for not meeting the Project commencement and final invoice time lines, and costs attributable to goods or services received under a contract or other arrangements which have not been approved in writing by the Department.

8. General Requirements:

The Recipient shall complete the Project with all practical dispatch in a sound, economical, and efficient manner, and in accordance with the provisions in this Agreement and all applicable laws.

- a. The Recipient must obtain written approval from the Department prior to performing itself (through the efforts of its own employees) any aspect of the Project that will be funded under this Agreement.
 - If this box is checked, then the Agency is permitted to utilize its own forces and the following provision applies: **Use of Agency Workforce**. In the event the Agency proceeds with any phase of the Project utilizing its own forces, the Agency will only be reimbursed for direct costs (this excludes general overhead).
- b. The Recipient shall provide to the Department certification and a copy of appropriate documentation substantiating that all required right-of-way necessary for the Project has been obtained. Certification is required prior to authorization for advertisement for or solicitation of bids for construction of the Project, including if no right-of-way is required.
- c. The Recipient shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project.
- d. The Recipient shall have the sole responsibility for resolving claims and requests for additional work for the Project by the Recipient's contractors and consultants. No funds will be provided for payment of claims or additional work on the Project under this Agreement without the prior written approval of the claim or request for additional work by Department.

9. Contracts of the Recipient

- a. The Department has the right to review and approve any and all third party contracts with respect to the Project before the Recipient executes any contract or obligates itself in any manner requiring the disbursement of Department funds under this Agreement, including consultant or construction contracts or amendments thereto. If the Department exercises this right and the Recipient fails to obtain such approval, the Department may deny payment to the Recipient. The Department may review the qualifications of any consultant or contractor and to approve or disapprove the employment of such consultant or contractor.
- b. It is understood and agreed by the parties hereto that participation by the Department in a project that involves the purchase of commodities or contractual services or the purchasing of capital equipment or the equipping of facilities, where purchases or costs exceed the Threshold Amount for CATEGORY TWO per Chapter 287.017 Florida Statutes, is contingent on the Recipient complying in full with the provisions of Chapter 287.057 Florida Statutes. The Recipient shall certify to the Department that the purchase of commodities or contractual services has been accomplished in compliance with Chapter 287.057 Florida Statutes. It shall be the sole responsibility of the Recipient to ensure that any obligations made in accordance with this Section comply with the current threshold limits. Contracts, purchase orders, task orders,

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construction change orders, or any other agreement that would result in exceeding the current budget contained in **Exhibit "B"**, or that are not consistent with the Project description and scope of services contained in **Exhibit "A"** must be approved by the Department prior to Recipient execution. Failure to obtain such approval, and subsequent execution of an amendment to the Agreement if required, shall be sufficient cause for nonpayment by the Department.

- c. Participation by the Department in a project that involves a consultant contract for engineering, architecture or surveying services, is contingent on the Recipient's complying in full with provisions of Section 287.055, Florida Statutes, Consultants' Competitive Negotiation Act. In all cases, the Recipient shall certify to the Department that selection has been accomplished in compliance with the Consultants' Competitive Negotiation Act.
- d. If the Project is procured pursuant to Chapter 255 for construction services and at the time of the competitive solicitation for the Project 50 percent or more of the cost of the Project is to be paid from state-appropriated funds, then the Recipient must comply with the requirements of Section 255.0991, Florida Statutes.

10. Design and Construction Standards and Required Approvals: In the event the Project includes construction the following provisions are incorporated into this Agreement:

- a. The Recipient is responsible for obtaining all permits necessary for the Project.
- b. In the event the Project involves construction on the Department's right-of-way, the Recipient shall provide the Department with written notification of either its intent to:
 - i. Award the construction of the Project to a Department prequalified contractor which is the lowest and best bidder in accordance with applicable state and federal statutes, rules, and regulations. The Recipient shall then submit a copy of the bid tally sheet(s) and awarded bid contract, or
 - ii. Construct the Project utilizing existing Recipient employees, if the Recipient can complete said Project within the time frame set forth in this Agreement. The Recipient's use of this option is subject to approval by the Department.
- c. The Recipient shall hire a qualified contractor using the Recipient's normal bid procedures to perform the construction work for the Project. For projects that are not located on the Department's right-of-way, the Recipient is not required to hire a contractor prequalified by the Department unless the Department notifies the Recipient prior to letting that they are required to hire a contractor prequalified by the Department.
- d. The Recipient is responsible for provision of Construction Engineering Inspection (CEI) services. The Department reserves the right to require the Recipient to hire a Department pre-qualified consultant firm that includes one individual that has completed the Advanced Maintenance of Traffic Level Training. Notwithstanding any provision of law to the contrary, design services and CEI services may not be performed by the same entity. Administration of the CEI staff shall be under the responsible charge of a State of Florida Licensed Professional Engineer who shall provide the certification that all design and construction for the Project meets the minimum construction standards established by Department. The Department shall have the right to approve the CEI firm. The Department shall have the right, but not the obligation, to perform independent assurance testing during the course of construction of the Project. Subject to the approval of the Department, the Recipient may choose to satisfy the requirements set forth in this paragraph by either hiring a Department prequalified consultant firm or utilizing Recipient staff that meet the requirements of this paragraph, or a combination thereof.
- e. The Recipient is responsible for the preparation of all design plans for the Project. The Department reserves the right to require the Recipient to hire a Department pre-qualified consultant for the design phase of the Project using the Recipient's normal procurement procedures to perform the design services for the Project. Notwithstanding any provision of law to the contrary, design services and CEI services may not be performed by the same entity. All design work on the Project shall be performed in accordance with the requirements of all applicable laws and governmental rules and regulations and federal and state accepted design standards for the type of construction contemplated by the Project, including, as applicable, but not

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limited to, the applicable provisions of the Manual of Uniform Traffic Control Devices (MUTCD) and the AASHTO Policy on Geometric Design of Streets and Highways. If any portion of the Project will be located on, under, or over any Department-owned right-of-way, the Department shall review the Project's design plans for compliance with all applicable standards of the Department, as provided in **Exhibit "O", Terms and Conditions of Construction**, which is attached to and incorporated into this Agreement.

- f. The Recipient shall adhere to the Department's Conflict of Interest Procedure (FDOT Topic No. 375-030-006).
- g. The Recipient will provide copies of the final design plans and specifications and final bid documents to the Department's Construction Project Manager prior to commencing construction of the Project. The Department will specify the number of copies required and the required format.
- h. The Recipient shall require the Recipient's contractor to post a payment and performance bond in accordance with applicable law.
- i. The Recipient shall be responsible to ensure that the construction work under this Agreement is performed in accordance with the approved construction documents, and that it will meet all applicable Recipient and Department standards.
- j. Upon completion of the work authorized by this Agreement, the Recipient shall notify the Department in writing of the completion of construction of the Project; and for all design work that originally required certification by a Professional Engineer, this notification shall contain an Engineers Certification of Compliance, signed and sealed by a Professional Engineer, the form of which is attached hereto and incorporated herein as **Exhibit "C", Engineers Certification of Completion**. The certification shall state that work has been completed in compliance with the Project construction plans and specifications. If any deviations are found from the approved plans, the certification shall include a list of all deviations along with an explanation that justifies the reason to accept each deviation.
- k. The Recipient shall provide the Department with as-built plans of any portions of the Project funded through the Agreement prior to final inspection.

11. Maintenance Obligations: In the event the Project includes construction then the following provisions are incorporated into this Agreement:

- a. The Recipient agrees to maintain any portion of the Project not located on the State Highway System constructed under this Agreement for its useful life. If the Recipient constructs any improvement on Department right-of-way, the Recipient

shall

shall not

maintain the improvements located on the Department right-of-way made for their useful life. If the Recipient is required to maintain Project improvements located on the Department right-of-way beyond final acceptance, then Recipient shall, prior to any disbursement of the State funding provided under this Agreement, also execute a Maintenance Memorandum of Agreement in a form that is acceptable to the Department. The Recipient has agreed to the foregoing by resolution, and such resolution is attached and incorporated into this Agreement as **Exhibit "D"**. This provision will survive termination of this Agreement.

12. State Single Audit: The administration of resources awarded through the Department to the Recipient by this Agreement may be subject to audits and/or monitoring by the Department. The following requirements do not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of state financial assistance or limit the authority of any state agency inspector general, the Auditor General, or any other state official. The Recipient shall comply with all audit and audit reporting requirements as specified below.

- a. In addition to reviews of audits conducted in accordance with Section 215.97, Florida Statutes, monitoring procedures to monitor the Recipient's use of state financial assistance may include but not be limited to on-site visits by Department staff and/or other procedures including, reviewing any required performance and

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financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to state financial assistance awarded through the Department by this Agreement. By entering into this Agreement, the Recipient agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, the Department of Financial Services (DFS) or the Auditor General.

- b. The Recipient, a nonstate entity as defined by Section 215.97(2)(n), Florida Statutes, as a recipient of state financial assistance awarded by the Department through this Agreement is subject to the following requirements:
- i. In the event the Recipient meets the audit threshold requirements established by Section 215.97, Florida Statutes, the Recipient must have a State single or project-specific audit conducted for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. **Exhibit "J", State Financial Assistance (Florida Single Audit Act)** to this Agreement indicates state financial assistance awarded through the Department by this Agreement needed by the Recipient to further comply with the requirements of Section 215.97, Florida Statutes. In determining the state financial assistance expended in a fiscal year, the Recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department by this Agreement, other state agencies and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.
 - ii. In connection with the audit requirements, the Recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2)(e), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
 - iii. In the event the Recipient does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, the Recipient is exempt for such fiscal year from the state single audit requirements of Section 215.97, Florida Statutes. However, the Recipient must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Recipient's audit period for each applicable audit year. In the event the Recipient does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, in a fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the Recipient's resources (i.e., the cost of such an audit must be paid from the Recipient's resources obtained from other than State entities).
 - iv. In accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, copies of financial reporting packages required by this Agreement shall be submitted to:

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Florida Department of Transportation
Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, FL 32399-0405
Email: FDOTSingleAudit@dot.state.fl.us

And

State of Florida Auditor General
Local Government Audits/342
111 West Madison Street, Room 401
Tallahassee, FL 32399-1450
Email: flaudgen_localgovt@aud.state.fl.us

- v. Any copies of financial reporting packages, reports or other information required to be submitted to the Department shall be submitted timely in accordance with Section 215.97, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
 - vi. The Recipient, when submitting financial reporting packages to the Department for audits done in accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date the reporting package was delivered to the Recipient in correspondence accompanying the reporting package.
 - vii. Upon receipt, and within six months, the Department will review the Recipient's financial reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate corrective action on all deficiencies has been taken pertaining to the state financial assistance provided through the Department by this Agreement. If the Recipient fails to have an audit conducted consistent with Section 215.97, Florida Statutes, the Department may take appropriate corrective action to enforce compliance.
 - viii. As a condition of receiving state financial assistance, the Recipient shall permit the Department, or its designee, DFS or the Auditor General access to the Recipient's records including financial statements, the independent auditor's working papers and project records as necessary. Records related to unresolved audit findings, appeals or litigation shall be retained until the action is complete or the dispute is resolved.
- c. The Recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued and shall allow the Department, or its designee, DFS or the Auditor General access to such records upon request. The Recipient shall ensure that the audit working papers are made available to the Department, or its designee, DFS or the Auditor General upon request for a period of five years from the date the audit report is issued unless extended in writing by the Department.

13. Restrictions, Prohibitions, Controls and Labor Provisions:

- a. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.
- b. In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services, may not submit a bid on a contract to provide goods or services to a public entity; may not submit a bid on a contract with a public

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- entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity.
- c. An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied or have further been determined by the Department to be a non-responsible contractor may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the Recipient.
 - d. No funds received pursuant to this Agreement may be expended for lobbying the Florida Legislature, judicial branch, or any state agency, in accordance with Section 216.347, Florida Statutes.
 - e. The Department shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation will be cause for unilateral cancellation of this Agreement.
 - f. The Recipient shall:
 - i. Utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Recipient during the term of the contract; and
 - ii. Expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.
 - g. The Recipient shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project.

14. Indemnification and Insurance:

- a. It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof, a third-party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement. The Recipient guarantees the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Recipient or any subcontractor, in connection with this Agreement.
- b. To the extent provided by law, Recipient shall indemnify, defend, and hold harmless the Department against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of Recipient, or any of its officers, agents, or employees, acting within the scope of their office or employment, in connection with the rights granted to or exercised by Recipient hereunder, to the extent and within the limitations of Section 768.28, Florida Statutes. The foregoing indemnification shall not constitute a waiver of the Department's or the Recipient's sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28, nor shall the same be construed to constitute agreement by Recipient to indemnify the Department for the negligent acts or omissions of the Department, its officers, agents, or employees, or for the acts of third parties. Nothing herein shall be construed as consent by Recipient to be sued by third parties in any manner arising out of this Agreement. This indemnification shall survive the termination of this Agreement.
- c. Recipient agrees to include the following indemnification in all contracts with contractors, subcontractors, consultants, or subconsultants (each referred to as "Entity" for the purposes of the below indemnification) who perform work in connection with this Agreement:

"To the extent provided by law, [ENTITY] shall indemnify, defend, and hold harmless the [RECIPIENT] and the State of Florida, Department of Transportation, including the Department's officers, agents, and employees, against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of [ENTITY], or any of its officers, agents, or

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employees, acting within the scope of their office or employment, in connection with the rights granted to or exercised by [ENTITY].

The foregoing indemnification shall not constitute a waiver of the Department's or [RECIPIENT]'s sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28. Nor shall the same be construed to constitute agreement by [ENTITY] to indemnify [RECIPIENT] for the negligent acts or omissions of [RECIPIENT], its officers, agents, or employees, or third parties. Nor shall the same be construed to constitute agreement by [ENTITY] to indemnify the Department for the negligent acts or omissions of the Department, its officers, agents, or employees, or third parties. This indemnification shall survive the termination of this Agreement."

- d. The Recipient shall provide Workers' Compensation Insurance in accordance with Florida's Workers' Compensation law for all employees. If subletting any of the work, ensure that the subcontractor(s) and subconsultants have Workers' Compensation Insurance for their employees in accordance with Florida's Workers' Compensation law. If using "leased employees" or employees obtained through professional employer organizations ("PEO's"), ensure that such employees are covered by Workers' Compensation insurance through the PEO's or other leasing entities. Ensure that any equipment rental agreements that include operators or other personnel who are employees of independent contractors, sole proprietorships or partners are covered by insurance required under Florida's Workers' Compensation law.
- e. If the Recipient elects to self-perform the Project, and such self-performance is approved by the Department in accordance with the terms of this Agreement, the Recipient may self-insure and proof of self-insurance shall be provided to the Department. If the Recipient elects to hire a contractor or consultant to perform the Project, then the Recipient shall, or cause its contractor or consultant to carry Commercial General Liability insurance providing continuous coverage for all work or operations performed under the Agreement. Such insurance shall be no more restrictive than that provided by the latest occurrence form edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01) as filed for use in the State of Florida. Recipient shall, or cause its contractor to cause the Department to be made an Additional Insured as to such insurance. Such coverage shall be on an "occurrence" basis and shall include Products/Completed Operations coverage. The coverage afforded to the Department as an Additional Insured shall be primary as to any other available insurance and shall not be more restrictive than the coverage afforded to the Named Insured. The limits of coverage shall not be less than \$1,000,000 for each occurrence and not less than a \$5,000,000 annual general aggregate, inclusive of amounts provided by an umbrella or excess policy. The limits of coverage described herein shall apply fully to the work or operations performed under the Agreement, and may not be shared with or diminished by claims unrelated to the Agreement. The policy/ies and coverage described herein may be subject to a deductible and such deductibles shall be paid by the Named Insured. No policy/ies or coverage described herein may contain or be subject to a Retention or a Self-Insured Retention unless the Recipient is a state agency or subdivision of the State of Florida that elects to self-perform the Project. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, the Department shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The Department shall be notified in writing within ten days of any cancellation, notice of cancellation, lapse, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights or defenses the Department may have.
- f. When the Agreement includes the construction of a railroad grade crossing, railroad overpass or underpass structure, or any other work or operations within the limits of the railroad right-of-way, including any encroachments thereon from work or operations in the vicinity of the railroad right-of-way, the Recipient shall, or cause its contractor to, in addition to the insurance coverage required above, procure and maintain Railroad Protective Liability Coverage (ISO Form CG 00 35) where the railroad is the Named Insured and where the limits are not less than \$2,000,000 combined single limit for bodily injury and/or property damage per occurrence, and with an annual aggregate limit of not less than \$6,000,000. The railroad shall also be added along with the Department as an Additional Insured on the policy/ies procured pursuant to the paragraph above. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, both the Department and the railroad shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The insurance described herein

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shall be maintained through final acceptance of the work. Both the Department and the railroad shall be notified in writing within ten days of any cancellation, notice of cancellation, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights the Department may have.

- g. When the Agreement involves work on or in the vicinity of utility-owned property or facilities, the utility shall be added along with the Department as an Additional Insured on the Commercial General Liability policy/ies procured above.

15. Miscellaneous:

- a. In no event shall any payment to the Recipient constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the Recipient and the making of such payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.
- b. If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance, the remainder would then continue to conform to the terms and requirements of applicable law.
- c. The Recipient and the Department agree that the Recipient, its employees, contractors, subcontractors, consultants, and subconsultants are not agents of the Department as a result of this Agreement.
- d. By execution of the Agreement, the Recipient represents that it has not paid and, also agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.
- e. Nothing in the Agreement shall require the Recipient to observe or enforce compliance with any provision or perform any act or do any other thing in contravention of any applicable state law. If any of the provisions of the Agreement violate any applicable state law, the Recipient will at once notify the Department in writing in order that appropriate changes and modifications may be made by the Department and the Recipient to the end that the Recipient may proceed as soon as possible with the Project.
- f. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute the same Agreement. A facsimile or electronic transmission of this Agreement with a signature on behalf of a party will be legal and binding on such party.
- g. The Department reserves the right to unilaterally terminate this Agreement for failure by the Recipient to comply with the provisions of Chapter 119, Florida Statutes.
- h. The Recipient agrees to comply with Section 20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), Florida Statutes
- i. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. In the event of a conflict between any portion of the contract and Florida law, the laws of Florida shall prevail. The Recipient agrees to waive forum and venue and that the Department shall determine the forum and venue in which any dispute under this Agreement is decided.
- j. This Agreement does not involve the purchase of Tangible Personal Property, as defined in Chapter 273, Florida Statutes.

16. Exhibits.

- a. **Exhibits A, B, D, F, and J** are attached to and incorporated into this Agreement.
- b. The Project will involve construction, therefore, **Exhibit "C"**, Engineer's Certification of Compliance is attached and incorporated into this Agreement.

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- c. Alternative Advance Payment Financial Provisions are used on this Project. If an Alternative Pay Method is used on this Project, then **Exhibit "H"**, Alternative Advance Payment Financial Provisions, is attached and incorporated into this Agreement.
- d. This Project utilizes Advance Project Reimbursement. If this Project utilizes Advance Project Reimbursement, then **Exhibit "K"**, Advance Project Reimbursement is attached and incorporated into this Agreement.
- e. A portion or all of the Project will utilize the Department's right-of-way and, therefore, **Exhibit O, Terms and Conditions of Construction in Department Right-of-Way**, is attached and incorporated into this Agreement.
- f. The following Exhibit(s), in addition to those listed in 16.a. through 16.f., are attached and incorporated into this Agreement: _____

g. Exhibit and Attachment List

- Exhibit A: Project Description and Responsibilities
- Exhibit B: Schedule of Financial Assistance
- *Exhibit C: Engineer's Certification of Compliance
- Exhibit D: Recipient Resolution
- Exhibit F: Contract Payment Requirements
- *Exhibit H: Alternative Advance Payment Financial Provisions
- Exhibit J: State Financial Assistance (Florida Single Audit Act)
- *Exhibit K: Advance Project Reimbursement
- *Exhibit O: Terms and Conditions of Construction in Department Right-of-Way

*Additional Exhibit(s): _____

*Indicates that the Exhibit is only attached and incorporated if applicable box is selected.

The remainder of this page intentionally left blank.

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IN WITNESS WHEREOF, the Parties have executed this Agreement on the day and year written above.

RECIPIENT Suwannee County for the Town of Branford

STATE OF FLORIDA,
DEPARTMENT OF TRANSPORTATION

By: _____

Name: Len Stapleton

Title: Chairman

By: _____

Name: Greg Evans

Title: District Secretary

Legal Review:

By: _____

Name: Angela Hensel

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STATE-FUNDED GRANT AGREEMENT

EXHIBIT A

PROJECT DESCRIPTION AND RESPONSIBILITIES

FPN: 438629-2-54-01

This exhibit forms an integral part of the Agreement between the State of Florida, Department of Transportation and Suwannee County for the Town of Branford (the Recipient)

PROJECT LOCATION:

- The project is on the National Highway System.
- The project is on the State Highway System.

PROJECT LENGTH AND MILE POST LIMITS: approx .25 miles

PROJECT DESCRIPTION: Design, construction and construction engineering and inspection for road reconstruction of Express Street from Henry Ave to Feed Mill Ave

SPECIAL CONSIDERATIONS BY RECIPIENT:

The Recipient is required to provide a copy of the design plans for the Department's review and approval to coordinate permitting with the Department, and notify the Department prior to commencement of any right-of-way activities.

The Recipient shall commence the project's activities subsequent to the execution of this Agreement and shall perform in accordance with the following schedule:

- a) Study to be completed by .
- b) Design to be completed by December 31, 2022
- c) Right-of-Way requirements identified and provided to the Department by .
- d) Right-of-Way to be certified by .
- e) Construction contract to be let by June 30, 2023
- f) Construction to be completed by June 30, 2025

If this schedule cannot be met, the Recipient will notify the Department in writing with a revised schedule or the project is subject to the withdrawal of funding.

SPECIAL CONSIDERATIONS BY DEPARTMENT:

- *Prior to Authorization to Advertise, the Agency is required to submit Railroad, Right of Way and Utility Certification forms signed by an authorized Agency employee. The Agency shall provide an Engineer's Estimate and email that CCNA was followed.
- * Prior to Concurrence and Award, the Agency is required to submit the lowest responsible / responsive bidder documents for Department's review and approval.
- * The Agency is required to send a preliminary schedule from the selected Contractor, once available.
- * The Agency shall provide, at least, quarterly invoicing with progress report.
- * The Agency shall provide written justification for any time extension outlining reasons for all unforeseen Project delay

circumstances for Department review and approval. Time Extensions will be granted in the Department's sole discretion and only for circumstances beyond the Agency's control.

* The Agency shall provide as-builts or plan mark-ups at the completion of the Project.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
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EXHIBIT B
SCHEDULE OF FINANCIAL ASSISTANCE

| | |
|------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------|
| RECIPIENT NAME & BILLING ADDRESS: Suwannee County BOCC 13150 80 th Terrace Live Oak, FL 32060 | FINANCIAL PROJECT NUMBER: 438629-2-54-01 |
|------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------|

| I. PHASE OF WORK by Fiscal Year: | FY 2022 | FY | FY | TOTAL |
|-------------------------------------------------------------------|-----------------|-----------------|-----------------|-----------------|
| Design- Phase 34 | \$ 0.00 | \$ 0.00 | \$ 0.00 | \$0.00 |
| Maximum Department Participation - (<u>Insert Program Name</u>) | or % \$ | or % \$ | or % \$ | or % \$ 0.00 |
| Maximum Department Participation - (<u>Insert Program Name</u>) | or % \$ | or % \$ | or % \$ | or % \$ 0.00 |
| Maximum Department Participation - (<u>Insert Program Name</u>) | or % \$ | or % \$ | or % \$ | or % \$ 0.00 |
| Local Participation (Any applicable waiver noted in Exhibit "A") | or % \$ 0.00 | or % \$ 0.00 | or % \$ 0.00 | or % \$ 0.00 |
| In-Kind Contribution | \$ | \$ | \$ | \$ 0.00 |
| Cash | \$ | \$ | \$ | \$ 0.00 |
| Combination In-Kind/Cash | \$ | \$ | \$ | \$ 0.00 |
| Right of Way- Phase 44 | \$ 0.00 | \$ 0.00 | \$ 0.00 | \$0.00 |
| Maximum Department Participation - (<u>Insert Program Name</u>) | or % \$ | or % \$ | or % \$ | or % \$ 0.00 |
| Maximum Department Participation - (<u>Insert Program Name</u>) | or % \$ | or % \$ | or % \$ | or % \$ 0.00 |
| Maximum Department Participation - (<u>Insert Program Name</u>) | or % \$ | or % \$ | or % \$ | or % \$ 0.00 |
| Local Participation (Any applicable waiver noted in Exhibit "A") | or % \$ 0.00 | or % \$ 0.00 | or % \$ 0.00 | or % \$ 0.00 |
| In-Kind Contribution | \$ | \$ | \$ | \$ 0.00 |
| Cash | \$ | \$ | \$ | \$ 0.00 |
| Combination In-Kind/Cash | \$ | \$ | \$ | \$ 0.00 |
| Construction/CEI - Phase 54 | \$ 0.00 | \$ 0.00 | \$ 0.00 | \$0.00 |
| Maximum Department Participation - (<u>Insert Program Name</u>) | or % \$ | or % \$ | or % \$ | or % \$ 0.00 |
| Maximum Department Participation - (<u>Insert Program Name</u>) | or % \$ | or % \$ | or % \$ | or % \$ 0.00 |
| Maximum Department Participation - (<u>Insert Program Name</u>) | or % \$ | or % \$ | or % \$ | or % \$ 0.00 |
| Local Participation (Any applicable waiver noted in Exhibit "A") | or % \$ 0.00 | or % \$ 0.00 | or % \$ 0.00 | or % \$ 0.00 |
| In-Kind Contribution | \$ | \$ | \$ | \$ 0.00 |
| Cash | \$ | \$ | \$ | \$ 0.00 |
| Combination In-Kind/Cash | \$ | \$ | \$ | \$ 0.00 |
| Design/Construction/CEI - Phase 54 | \$ 280,335.00 | \$ 0.00 | \$ 0.00 | \$280,335.00 |

| | | | | |
|-----------------------------------------------------------------------------|-----------------------------|--------------------|--------------------|--------------------------|
| Maximum Department Participation - (<u>Small County Outreach Program</u>) | 100% or \$ 280,335.00 | % or \$ | % or \$ | % or \$ 280,335.00 |
| Maximum Department Participation - (<u>Insert Program Name</u>) | % or \$ | % or \$ | % or \$ | % or \$ 0.00 |
| Maximum Department Participation - (<u>Insert Program Name</u>) | % or \$ | % or \$ | % or \$ | % or \$ 0.00 |
| Local Participation (Any applicable waiver noted in Exhibit "A") | % or \$ 0.00 | % or \$ 0.00 | % or \$ 0.00 | % or \$ 0.00 |
| In-Kind Contribution | \$ | \$ | \$ | \$ 0.00 |
| Cash | \$ | \$ | \$ | \$ 0.00 |
| Combination In-Kind/Cash | \$ | \$ | \$ | \$ 0.00 |
| II. TOTAL PROJECT COST: | \$280,335.00 | \$0.00 | \$0.00 | \$280,335.00 |

COST ANALYSIS CERTIFICATION AS REQUIRED BY SECTION 216.3475, FLORIDA STATUTES:
 I certify that the cost for each line item budget category has been evaluated and determined to be allowable, reasonable, and necessary as required by Section 216.3475, F.S. Documentation is on file evidencing the methodology used and the conclusions reached.

Lauri Shubert
 District Grant Manager Name

 Signature Date

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
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EXHIBIT C

ENGINEER'S CERTIFICATION OF COMPLIANCE

Engineer's Certification of Compliance. The Recipient shall complete and submit the following Notice of Completion and, if applicable, Engineer's Certification of Compliance to the Department upon completion of the construction phase of the Project.

NOTICE OF COMPLETION

STATE-FUNDED GRANT AGREEMENT
Between
THE STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION
and Suwannee County for the Town of Branford

PROJECT DESCRIPTION: Design, construction and construction engineering and inspection for road reconstruction of Express Street from Henry Ave to Feed Mill Ave

FPID#: 438629-2-54-01

In accordance with the Terms and Conditions of the State-Funded Grant Agreement, the undersigned provides notification that the work authorized by this Agreement is complete as of _____, 20__.

By: _____
Name: _____
Title: _____

ENGINEER'S CERTIFICATION OF COMPLIANCE

In accordance with the Terms and Conditions of the State-Funded Grant Agreement, the undersigned certifies that all work which originally required certification by a Professional Engineer has been completed in compliance with the Project construction plans and specifications. If any deviations have been made from the approved plans, a list of all deviations, along with an explanation that justifies the reason to accept each deviation, will be attached to this Certification. Also, with submittal of this certification the Recipient shall furnish the Department a set of "as-built" plans certified by the Engineer of Record/CEI.

By: _____ P.E.
Name: _____
Date: _____

SEAL:

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EXHIBIT D

RECIPIENT RESOLUTION

The Recipient's Resolution authorizing entry into this Agreement is attached and incorporated into this Agreement.

EXHIBIT F**CONTRACT PAYMENT REQUIREMENTS**
Florida Department of Financial Services, Reference Guide for State Expenditures
Cost Reimbursement Contracts

Invoices for cost reimbursement contracts must be supported by an itemized listing of expenditures by category (salary, travel, expenses, etc.). Supporting documentation shall be submitted for each amount for which reimbursement is being claimed indicating that the item has been paid. Documentation for each amount for which reimbursement is being claimed must indicate that the item has been paid. Check numbers may be provided in lieu of copies of actual checks. Each piece of documentation should clearly reflect the dates of service. Only expenditures for categories in the approved agreement budget may be reimbursed. These expenditures must be allowable (pursuant to law) and directly related to the services being provided.

Listed below are types and examples of supporting documentation for cost reimbursement agreements:

Salaries: Timesheets that support the hours worked on the project or activity must be kept. A payroll register, or similar documentation should be maintained. The payroll register should show gross salary charges, fringe benefits, other deductions and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable.

Fringe benefits: Fringe benefits should be supported by invoices showing the amount paid on behalf of the employee, e.g., insurance premiums paid. If the contract specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown. Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.

Travel: Reimbursement for travel must be in accordance with s. 112.061, F.S., which includes submission of the claim on the approved state travel voucher along with supporting receipts and invoices.

Other direct costs: Reimbursement will be made based on paid invoices/receipts and proof of payment processing (cancelled/processed checks and bank statements). If nonexpendable property is purchased using state funds, the contract should include a provision for the transfer of the property to the State when services are terminated. Documentation must be provided to show compliance with DMS Rule 60A-1.017, F.A.C., regarding the requirements for contracts which include services and that provide for the contractor to purchase tangible personal property as defined in s. 273.02, F.S., for subsequent transfer to the State.

Indirect costs: If the contract stipulates that indirect costs will be paid based on a specified rate, then the calculation should be shown. Indirect costs must be in the approved agreement budget and the entity must be able to demonstrate that the costs are not duplicated elsewhere as direct costs. All indirect cost rates must be evaluated for reasonableness and for allowability and must be allocated consistently.

Contracts between state agencies may submit alternative documentation to substantiate the reimbursement request, which may be in the form of FLAIR reports or other detailed reports.

The Florida Department of Financial Services, online Reference Guide for State Expenditures can be found at this web address <https://www.myfloridacfo.com/Division/AA/Manuals/documents/ReferenceGuideforStateExpenditures.pdf>.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
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EXHIBIT J

STATE FINANCIAL ASSISTANCE (FLORIDA SINGLE AUDIT ACT)

THE STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Awarding Agency: Florida Department of Transportation

State Project Title and CSFA Number:

- County Incentive Grant Program (CIGP), (CSFA 55.008)
- Small County Outreach Program (SCOP), (CSFA 55.009)
- Small County Road Assistance Program (SCRAP), (CSFA 55.016)
- Transportation Regional Incentive Program (TRIP), (CSFA 55.026)
- Insert Program Name, Insert CSFA Number

***Award Amount:** \$280,335.00

*The state award amount may change with supplemental agreements

Specific project information for CSFA Number is provided at: <https://apps.fldfs.com/fsaa/searchCatalog.aspx>

COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT:

State Project Compliance Requirements for CSFA Number are provided at: <https://apps.fldfs.com/fsaa/searchCompliance.aspx>

The State Projects Compliance Supplement is provided at: <https://apps.fldfs.com/fsaa/compliance.aspx>

A RESOLUTION CONCERNING REIMBURSEMENT AGREEMENT AND ADDENDUM WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION REGARDING DESIGN, CONSTRUCTION, AND CONSTRUCTION ENGINEERING AND INSPECTION FOR ROAD RECONSTRUCTION OF EXPRESS STREET FROM HENRY AVENUE TO FEED MILL AVENUE.

WHEREAS, the Legislature enacted and funded the Small County Outreach Program, hereinafter referred to as "Program"; and

WHEREAS, Suwannee County is eligible to participate in the Program; and

WHEREAS, the Florida Department of Transportation has accepted, under the Program, the design, construction, and construction engineering and inspection for road reconstruction of Express Street from Henry Avenue to Feed Mill Avenue; and

WHEREAS, the design, construction, construction engineering, and inspection for the road reconstruction of Express Street from Henry Avenue to Feed Mill Avenue will be facilitated by Suwannee County entering into an Agreement and Addendum with the Florida Department of Transportation (Financial Project ID:438629-2-54-01).

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

1. The Chairperson whose name and signature appears on the referenced Contractual Agreement or Memorandum is the current duly elected Chairperson of the Suwannee County, Florida, Board of County Commissioners authorized to execute documents on behalf of the Board, and the signature is inscribed thereon consequence to an official action and approval of said Board of County Commissioners by a majority vote in an open public meeting, all as provided for in Chapter 125 Florida Statutes.
2. The current duly elected Clerk of the Circuit Court for Suwannee County, Florida, and/or his or her duly appointed Deputy Clerks whose name(s) and signature(s) appear thereon in attestation of the signature of the Chairperson of the Board of County Commissioners, are Ex Officio Clerk to the Board of County Commissioners and are authorized and required to provide such attestation as provided in Article V, Section 16 and Article VII, Section 1 (d) of the Florida Constitution, and Chapter 28.12 and Chapter 125.17 of the Florida Statutes and are the custodians of the Suwannee County Board of County Commissioners' Seal and, may attest, certify, and provide copies of any such Board Documents. Such documents are authenticated by the Clerk's and/or Deputy's signature and application of the Board's Seal as provided by law.

ADOPTED this 21st day of September 2021.

ATTEST:

Barry A. Baker, Clerk of Circuit Court

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

Len K. Stapleton, Chairman

Agenda Item No. 5

Approval of agreement with the North Central Florida Regional Planning Council, in the amount of \$7,421.00, for Annual Monitoring of Hazardous Waste Generators for FY 2021-22.



Serving Alachua
Bradford • Columbia
Dixie • Gilchrist • Hamilton
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2009 NW 67th Place, Gainesville, FL 32653-1603 • 352.955.2200

August 27, 2021

Mr. Randy Harris
County Administrator
Suwannee County
13150 80th Terrace
Live Oak, FL 32060-8822

RE: Fiscal Year 2022
Agreement Between the County and the Planning Council
for Annual Monitoring of Hazardous Waste Generators

Dear Randy:

Please find enclosed two copies, with original Planning Council signatures, of the above referenced proposed agreement between the County and the Planning Council for the Planning Council to continue its monitoring of hazardous waste generators located in the County for Fiscal Year 2022 in the amount of \$7,421. Please note that the method of compensation for services provided pursuant to this Agreement is on a fixed fee basis.

Subsequent to approval of the above referenced agreement by the Board of County Commissioners, please have both copies dated on Page 1 and signed on Page 4, retain one copy of the Agreement with original signatures for the County files and return one signed copy of the Agreement with original signatures to me for the Planning Council's files.

If you have any questions concerning this Agreement, please do not hesitate to contact me at 352.955.2200, ext. 101.

Sincerely,

Scott R. Koons, AICP
Executive Director

Enclosures

o:\koons\harardous waste monitoring agreements\2022\2022 sqg agreements letter merge.docx

FISCAL YEAR 2022

HAZARDOUS WASTE MONITORING AGREEMENT BETWEEN

BOARD OF COUNTY COMMISSIONERS
OF SUWANNEE COUNTY, FLORIDA

AND THE

NORTH CENTRAL FLORIDA REGIONAL PLANNING COUNCIL

This Agreement made and entered into this _____ day of _____ 2021, by and between the Board of County Commissioners of Suwannee County, Florida, hereinafter referred to as the "Purchaser" and the North Central Florida Regional Planning Council, hereinafter referred to as the "Planning Council".

This AGREEMENT/CONTRACT IS ENTERED INTO BASED UPON THE FOLLOWING FACTS: The Purchaser desires to engage the Planning Council to render certain technical or professional services; and

The Planning Council possesses the qualifications and expertise to perform the services required.

NOW THEREFORE, THE PURCHASER AND THE PLANNING COUNCIL DO MUTUALLY AGREE AS FOLLOWS:

ARTICLE I - SCOPE OF SERVICES

The Planning Council agrees to provide services to the Purchaser in accordance with the terms and conditions set forth in Appendix A, Scope of Services, of this Agreement which is incorporated by reference herein and considered as an integral part of this Agreement.

ARTICLE II - COMPENSATION

The Planning Council shall be paid by the Purchaser a fixed fee of Seven Thousand Four Hundred Twenty-One Dollars and No Cents (\$7,421.00) for services provided in completing the Scope of Services described in Appendix A, which is incorporated herein by reference.

Payment to the Planning Council for services rendered in accordance with the Scope of Services as set forth in Appendix A, Scope of Services, of this Agreement, which is incorporated by reference herein and considered as an integral part of this Agreement, will become due within thirty (30) days following receipt by the Purchaser of a requisition of payment. Requisitions may be made on a monthly basis.

ARTICLE III - TIME COMPLETION

This Agreement shall begin on October 1, 2021 and shall end on September 30, 2022. Any allowable costs incurred by the Planning Council during the period covered by this Agreement in providing services in performing the work described in Appendix A, Scope of Services, of this Agreement, which is incorporated by reference herein and considered as an integral part of this Agreement are eligible expenses chargeable to the Purchaser. However, if this Agreement is not executed by all parties, the Purchaser shall not be liable for any such costs incurred by the Planning Council.

ARTICLE IV - TERMINATION WITHOUT CAUSE

Each party may terminate this Agreement without cause providing fifteen (15) days written notice to the other. Written notice shall be via U.S. Mail, first class mail, postage prepaid, by certified mail, return receipt requested. In such an event, all finished or unfinished documents and other materials prepared by the Planning Council pursuant to this Agreement shall become the property of the Purchaser. Upon termination as provided in this Article, the Planning Council shall be reimbursed for all of its actual costs incurred in providing services hereunder this Agreement as the same are defined in Article II of this Agreement.

ARTICLE V - DEFAULT AND TERMINATION

The failure of either party to comply with any provision of this Agreement shall place that party at default. Prior to terminating this Agreement, the nondefaulting party shall notify the defaulting party in writing. Written notice shall be via U.S. Mail, first class mail, postage prepaid, by certified mail, return receipt requested. The notification shall make specific reference to the provision which gave rise to the default. The defaulting party shall then be entitled to a period of ten (10) days in which to cure the default. In the event said default is not cured within the ten (10) day period, the Agreement may be terminated. The failure of either party to exercise this right shall not be considered a waiver of such right in the event of any further default or noncompliance. Upon default and termination as provided in this Article, the Planning Council shall be reimbursed for all of its actual costs incurred in providing services hereunder this Agreement as the same are defined in Article II of this Agreement and all finished or unfinished documents and other materials prepared by the Planning Council pursuant to this Agreement shall become the property of the Purchaser.

ARTICLE VI - NONDISCRIMINATION

In carrying out the work of this Agreement, the Planning Council shall not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin or handicapped status. The Planning Council shall take affirmative action to ensure that applicants are employed and that employees are treated during employment, without regard to their race, creed, color, sex, national origin or handicapped status. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Planning Council agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause. The Planning Council shall, in all solicitations or advertisements for employees placed by or on behalf of the Planning Council, state that it is an Equal Opportunity/Affirmative Action Employer. The Planning Council shall incorporate the foregoing requirement of this paragraph in all subcontracts for services covered by this Agreement.

ARTICLE VII - LIABILITY

The Planning Council hereby agrees to hold harmless the Purchaser, to the extent allowed and required by law, from all claims, demands, liabilities and suits of third persons or entities not a party to this Agreement arising out of, or due to any act, occurrence, or omission of the Planning Council, its subcontractors or agents, if any, that is related to the Planning Council's performance under this Agreement.

ARTICLE VIII - ASSIGNABILITY

The Planning Council shall not assign any interest in this Agreement and shall not transfer any interest in the same (whether by assignment or novation), without the prior consent of the Purchaser.

ARTICLE IX - REPRESENTATIVES FOR THE PARTIES

In all matters relating to the performance of this Agreement, the County Administrator of the Purchaser shall represent and act for the Purchaser and the Executive Director of the Planning Council shall represent and act for the Planning Council.

ARTICLE X - VENUE AND JURISDICTION FOR LITIGATION BETWEEN THE PARTIES

This Agreement shall be construed according to the laws of the State of Florida. Venue shall be exclusively in Suwannee County, Florida for all litigation between the parties and all issues litigated between the parties shall be litigated exclusively in a court of competent jurisdiction of Suwannee County, Florida. If any provision hereof is in conflict with any applicable statute or rule, or is otherwise unenforceable, then such provision shall be deemed null and void to the extent of such conflict, and shall be deemed severable, but shall not invalidate any other provision of the Agreement.

ARTICLE XI - AMENDMENT OF AGREEMENT

The Planning Council and the Purchaser by mutual agreement may amend, extend, or modify this Agreement. Any such modification shall be mutually agreed upon by and between the Planning Council and Purchaser and shall be incorporated in a written amendment to this Agreement, duly signed by both parties.

ARTICLE XII - COMPLETE CONTRACT

This Agreement, including Appendix A, Scope of Services, of this Agreement, which is incorporated by reference herein and considered as an integral part of this Agreement, constitutes the entire contract between the parties, and any changes, amendments, or modifications hereof shall be void unless the same are reduced to writing and signed by the parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their undersigned officials as duly authorized on the date first above written.

BOARD OF COUNTY COMMISSIONERS
OF SUWANNEE COUNTY

Attest:

Seal

Barry A. Baker
County Clerk

Len Stapleton
Chair

NORTH CENTRAL FLORIDA
REGIONAL PLANNING COUNCIL

Attest:

Seal



Scott R. Koons
Executive Director



Thomas Demps
Chair

APPENDIX A

SCOPE OF WORK

The Council will complete the annual verification of hazardous waste management practices for twenty (20) percent of the potential small quantity generators located within the County as required by Sections 403.7234 and 403.7236, Florida Statutes. All verifications will be made by on-site visits to the places of business of potential small quantity generators. The verification information will be entered into the Florida Department of Environmental Protection on-line database as required by the Department.

The Council will notify all identified known and potential small quantity generators of their legal responsibilities concerning proper waste management practices, including used oil management. The notification information will be provided to small quantity generators during the site visits and will include information on who to contact at the Council if a facility needs additional information concerning compliance assistance.

Agenda Item No. 6

Approval of agreement with the Florida Department of Health in the amount of \$100,000.00 for the operation of the Suwannee County Health Department for the Fiscal Year 2021-22.

**CONTRACT BETWEEN
SUWANNEE COUNTY BOARD OF COUNTY COMMISSIONERS
AND
STATE OF FLORIDA DEPARTMENT OF HEALTH
FOR OPERATION OF THE
SUWANNEE COUNTY HEALTH DEPARTMENT
CONTRACT YEAR 2021-2022**

This contract is made and entered into between the State of Florida, Department of Health ("State") and the Suwannee County Board of County Commissioners ("County"), through their undersigned authorities, effective October 1, 2021.

RECITALS

A. Pursuant to Chapter 154, Florida Statutes, the intent of the legislature is to "promote, protect, maintain, and improve the health and safety of all citizens and visitors of this state through a system of coordinated county health department services."

B. County Health Departments were created throughout Florida to satisfy this legislative intent through "promotion of the public's health, the control and eradication of preventable diseases, and the provision of primary health care for special populations."

C. Suwannee County Health Department ("CHD") is one of the created County Health Departments.

D. It is necessary for the parties hereto to enter into this contract in order to ensure coordination between the State and the County in the operation of the CHD.

NOW THEREFORE, in consideration of the mutual promises set forth herein, the sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. RECITALS. The parties mutually agree that the foregoing recitals are true and correct and incorporated herein by reference.

2. TERM. The parties mutually agree that this contract shall be effective from October 1, 2021, through September 30, 2022, or until a written contract replacing this contract is entered into between the parties, whichever is later, unless this contract is otherwise terminated pursuant to the termination provisions set forth in paragraph 8. below.

3. SERVICES MAINTAINED BY THE CHD. The parties mutually agree that the CHD shall provide those services as set forth on Part III of Attachment II hereof, in order to maintain the following three levels of service pursuant to section 154.01(2), Florida Statutes, as defined below:

a. "Environmental health services" are those services which are organized and operated to protect the health of the general public by monitoring and regulating activities in the environment which may contribute to the occurrence or transmission of disease. Environmental health services shall be supported by available federal, state and local funds

and shall include those services mandated on a state or federal level. Examples of environmental health services include, but are not limited to, food hygiene, safe drinking water supply, sewage and solid waste disposal, swimming pools, group care facilities, migrant labor camps, toxic material control, radiological health, and occupational health.

b. "Communicable disease control services" are those services which protect the health of the general public through the detection, control, and eradication of diseases which are transmitted primarily by human beings. Communicable disease services shall be supported by available federal, state, and local funds and shall include those services mandated on a state or federal level. Such services include, but are not limited to, epidemiology, sexually transmissible disease detection and control, HIV/AIDS, immunization, tuberculosis control and maintenance of vital statistics.

c. "Primary care services" are acute care and preventive services that are made available to well and sick persons who are unable to obtain such services due to lack of income or other barriers beyond their control. These services are provided to benefit individuals, improve the collective health of the public, and prevent and control the spread of disease. Primary health care services are provided at home, in group settings, or in clinics. These services shall be supported by available federal, state, and local funds and shall include services mandated on a state or federal level. Examples of primary health care services include, but are not limited to: first contact acute care services; chronic disease detection and treatment; maternal and child health services; family planning; nutrition; school health; supplemental food assistance for women, infants, and children; home health; and dental services.

4. FUNDING. The parties further agree that funding for the CHD will be handled as follows:

a. The funding to be provided by the parties and any other sources is set forth in Part II of Attachment II hereof. This funding will be used as shown in Part I of Attachment II.

- i. The State's appropriated responsibility (*direct contribution excluding any state fees, Medicaid contributions or any other funds not listed on the Schedule C*) as provided in Attachment II, Part II is an amount not to exceed \$1,258,328.00 (*State General Revenue, State Funds, Other State Funds and Federal Funds listed on the Schedule C*). The State's obligation to pay under this contract is contingent upon an annual appropriation by the Legislature.
- ii. The County's appropriated responsibility (*direct contribution excluding any fees, other cash or local contributions*) as provided in Attachment II, Part II is an amount not to exceed \$100,000.00 (*amount listed under the "Board of County Commissioners Annual Appropriations section of the revenue attachment*).

b. Overall expenditures will not exceed available funding or budget authority, whichever is less, (either current year or from surplus trust funds) in any service category. Unless requested otherwise, any surplus at the end of the term of this contract in the County Health Department Trust Fund that is attributed to the CHD shall be carried forward to the next contract period.

c. Either party may establish service fees as allowed by law to fund activities of the CHD. Where applicable, such fees shall be automatically adjusted to at least the Medicaid fee schedule.

d. Either party may increase or decrease funding of this contract during the term hereof by notifying the other party in writing of the amount and purpose for the change in funding. If the State initiates the increase/decrease, the CHD will revise the Attachment II and send a copy of the revised pages to the County and the Department of Health, Office of Budget and Revenue Management. If the County initiates the increase/decrease, the County shall notify the CHD. The CHD will then revise the Attachment II and send a copy of the revised pages to the Department of Health, Office of Budget and Revenue Management.

e. The name and address of the official payee to whom payments shall be made is:

County Health Department Trust Fund
Suwannee County
P. O. Drawer 6030
Live Oak, FL 32064

5. CHD DIRECTOR/ADMINISTRATOR. Both parties agree the director/administrator of the CHD shall be a State employee or under contract with the State and will be under the day-to-day direction of the Deputy Secretary for County Health Systems. The director/administrator shall be selected by the State with the concurrence of the County. The director/administrator of the CHD shall ensure that non-categorical sources of funding are used to fulfill public health priorities in the community and the Long Range Program Plan.

6. ADMINISTRATIVE POLICIES AND PROCEDURES. The parties hereto agree that the following standards should apply in the operation of the CHD:

a. The CHD and its personnel shall follow all State policies and procedures, except to the extent permitted for the use of County purchasing procedures as set forth in subparagraph b., below. All CHD employees shall be State or State-contract personnel subject to State personnel rules and procedures. Employees will report time in the Health Management System compatible format by program component as specified by the State.

b. The CHD shall comply with all applicable provisions of federal and state laws and regulations relating to its operation with the exception that the use of County purchasing procedures shall be allowed when it will result in a better price or service and no statewide Department of Health purchasing contract has been implemented for those goods or services. In such cases, the CHD director/administrator must sign a justification therefore, and all County purchasing procedures must be followed in their entirety, and such compliance shall be documented. Such justification and compliance documentation shall be maintained by the CHD in accordance with the terms of this contract. State procedures must be followed for all leases on facilities not enumerated in Attachment IV.

c. The CHD shall maintain books, records and documents in accordance with the Generally Accepted Accounting Principles (GAAP), as promulgated by the Governmental

Accounting Standards Board (GASB), and the requirements of federal or state law. These records shall be maintained as required by the Department of Health Policies and Procedures for Records Management and shall be open for inspection at any time by the parties and the public, except for those records that are not otherwise subject to disclosure as provided by law which are subject to the confidentiality provisions of paragraphs 6.i. and 6.k., below. Books, records and documents must be adequate to allow the CHD to comply with the following reporting requirements:

- i.* The revenue and expenditure requirements in the Florida Accounting Information Resource (FLAIR) System;
- ii.* The client registration and services reporting requirements of the minimum data set as specified in the most current version of the Client Information System/Health Management Component Pamphlet;
- iii.* Financial procedures specified in the Department of Health's Accounting Procedures Manuals, Accounting memoranda, and Comptroller's memoranda;
- iv.* The CHD is responsible for assuring that all contracts with service providers include provisions that all subcontracted services be reported to the CHD in a manner consistent with the client registration and service reporting requirements of the minimum data set as specified in the Client Information System/Health Management Component Pamphlet.

d. All funds for the CHD shall be deposited in the County Health Department Trust Fund maintained by the state treasurer. These funds shall be accounted for separately from funds deposited for other CHDs and shall be used only for public health purposes in Suwannee County.

e. That any surplus/deficit funds, including fees or accrued interest, remaining in the County Health Department Trust Fund account at the end of the contract year shall be credited/debited to the State or County, as appropriate, based on the funds contributed by each and the expenditures incurred by each. Expenditures will be charged to the program accounts by State and County based on the ratio of planned expenditures in this contract and funding from all sources is credited to the program accounts by State and County. The equity share of any surplus/deficit funds accruing to the State and County is determined each month and at contract year-end. Surplus funds may be applied toward the funding requirements of each participating governmental entity in the following year. However, in each such case, all surplus funds, including fees and accrued interest, shall remain in the trust fund until accounted for in a manner which clearly illustrates the amount which has been credited to each participating governmental entity. The planned use of surplus funds shall be reflected in Attachment II, Part I of this contract, with special capital projects explained in Attachment V.

f. There shall be no transfer of funds between the three levels of services without a contract amendment unless the CHD director/administrator determines that an emergency exists wherein a time delay would endanger the public's health and the Deputy Secretary for County Health Systems has approved the transfer. The Deputy Secretary for County Health

Systems shall forward written evidence of this approval to the CHD within 30 days after an emergency transfer.

g. The CHD may execute subcontracts for services necessary to enable the CHD to carry out the programs specified in this contract. Any such subcontract shall include all aforementioned audit and record keeping requirements.

h. At the request of either party, an audit may be conducted by an independent CPA on the financial records of the CHD and the results made available to the parties within 180 days after the close of the CHD fiscal year. This audit will follow requirements contained in OMB Circular A-133 and may be in conjunction with audits performed by County government. If audit exceptions are found, then the director/administrator of the CHD will prepare a corrective action plan and a copy of that plan and monthly status reports will be furnished to the contract managers for the parties.

i. The CHD shall not use or disclose any information concerning a recipient of services except as allowed by federal or state law or policy.

j. The CHD shall retain all client records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this contract for a period of five (5) years after termination of this contract. If an audit has been initiated and audit findings have not been resolved at the end of five (5) years, the records shall be retained until resolution of the audit findings.

k. The CHD shall maintain confidentiality of all data, files, and records that are confidential under the law or are otherwise exempted from disclosure as a public record under Florida law. The CHD shall implement procedures to ensure the protection and confidentiality of all such records and shall comply with sections 384.29, 381.004, 392.65 and 456.057, Florida Statutes, and all other state and federal laws regarding confidentiality. All confidentiality procedures implemented by the CHD shall be consistent with the Department of Health Information Security Policies, Protocols, and Procedures. The CHD shall further adhere to any amendments to the State's security requirements and shall comply with any applicable professional standards of practice with respect to client confidentiality.

l. The CHD shall abide by all State policies and procedures, which by this reference are incorporated herein as standards to be followed by the CHD, except as otherwise permitted for some purchases using County procedures pursuant to paragraph 6.b.

m. The CHD shall establish a system through which applicants for services and current clients may present grievances over denial, modification or termination of services. The CHD will advise applicants of the right to appeal a denial or exclusion from services, of failure to take account of a client's choice of service, and of his/her right to a fair hearing to the final governing authority of the agency. Specific references to existing laws, rules or program manuals are included in Attachment I of this contract.

n. The CHD shall comply with the provisions contained in the Civil Rights Certificate, hereby incorporated into this contract as Attachment III.

o. The CHD shall submit quarterly reports to the County that shall include at least the following:

- i. The DE385L1 Contract Management Variance Report and the DE580L1 Analysis of Fund Equities Report;
- ii. A written explanation to the County of service variances reflected in the year end DE385L1 report if the variance exceeds or falls below 25 percent of the planned expenditure amount for the contract year. However, if the amount of the service specific variance between actual and planned expenditures does not exceed three percent of the total planned expenditures for the level of service in which the type of service is included, a variance explanation is not required. A copy of the written explanation shall be sent to the Department of Health, Office of Budget and Revenue Management.

p. The dates for the submission of quarterly reports to the County shall be as follows unless the generation and distribution of reports is delayed due to circumstances beyond the CHD's control:

- i. March 1, 2022 for the report period October 1, 2021 through December 31, 2021;
- ii. June 1, 2022 for the report period October 1, 2021 through March 31, 2022;
- iii. September 1, 2022 for the report period October 1, 2021 through June 30, 2022; and
- iv. December 1, 2022 for the report period October 1, 2021 through September 30, 2022.

7. FACILITIES AND EQUIPMENT. The parties mutually agree that:

a. CHD facilities shall be provided as specified in Attachment IV to this contract and the County shall own the facilities used by the CHD unless otherwise provided in Attachment IV.

b. The County shall ensure adequate fire and casualty insurance coverage for County-owned CHD offices and buildings and for all furnishings and equipment in CHD offices through either a self-insurance program or insurance purchased by the County.

c. All vehicles will be transferred to the ownership of the County and registered as County vehicles. The County shall ensure insurance coverage for these vehicles is available through either a self-insurance program or insurance purchased by the County. All vehicles will be used solely for CHD operations. Vehicles purchased through the County Health Department Trust Fund shall be sold at fair market value when they are no longer needed by the CHD and the proceeds returned to the County Health Department Trust Fund.

8. TERMINATION.

a. Termination at Will. This contract may be terminated by either party without cause upon no less than one-hundred eighty (180) calendar days notice in writing to the other party unless a lesser time is mutually agreed upon in writing by both parties. Said notice shall be delivered by certified mail, return receipt requested, or in person to the other party's contract manager with proof of delivery.

b. Termination Because of Lack of Funds. In the event funds to finance this contract become unavailable, either party may terminate this contract upon no less than twenty-four (24) hours notice. Said notice shall be delivered by certified mail, return receipt requested, or in person to the other party's contract manager with proof of delivery.

c. Termination for Breach. This contract may be terminated by one party, upon no less than thirty (30) days notice, because of the other party's failure to perform an obligation hereunder. Said notice shall be delivered by certified mail, return receipt requested, or in person to the other party's contract manager with proof of delivery. Waiver of breach of any provisions of this contract shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms of this contract.

9. MISCELLANEOUS. The parties further agree:

a. Availability of Funds. If this contract, any renewal hereof, or any term, performance or payment hereunder, extends beyond the fiscal year beginning July 1, 2022, it is agreed that the performance and payment under this contract are contingent upon an annual appropriation by the Legislature, in accordance with section 287.0582, Florida Statutes.

b. Contract Managers. The name and address of the contract managers for the parties under this contract are as follows:

For the State:

Susie Cook

Name

Business Manager

Title

P. O. Drawer 6030

Live Oak, FL 32064

Address

(386) 362-2708

Telephone

For the County:

Barry Baker

Name

Clerk of Circuit Court

Title

Suwannee County Courthouse

Live Oak, FL 32064

Address

(386) 362-3498

Telephone

If different contract managers are designated after execution of this contract, the name, address and telephone number of the new representative shall be furnished in writing to the other parties and attached to originals of this contract.

c. Captions. The captions and headings contained in this contract are for the convenience of the parties only and do not in any way modify, amplify, or give additional notice of the provisions hereof.

In WITNESS THEREOF, the parties hereto have caused this nineteen page contract, with its attachments as referenced, including Attachment I (two pages), Attachment II (six pages), Attachment III (one page), Attachment IV (one page), and Attachment V (one page), to be executed by their undersigned officials as duly authorized effective the 1st day of October, 2021.

**BOARD OF COUNTY COMMISSIONERS
FOR SUWANNEE COUNTY**

**STATE OF FLORIDA
DEPARTMENT OF HEALTH**

SIGNED BY: _____

SIGNED BY: _____

NAME: _____

NAME: Scott A. Rivkees, MD

TITLE: _____

TITLE: State Surgeon General

DATE: _____

DATE: _____

ATTESTED TO:

SIGNED BY: _____

SIGNED BY: _____

NAME: _____

NAME: Kerry S. Waldron

TITLE: _____

TITLE: CHD Director/Administrator

DATE: _____

DATE: _____

ATTACHMENT I
SUWANNEE COUNTY HEALTH DEPARTMENT
PROGRAM SPECIFIC REPORTING REQUIREMENTS AND PROGRAMS REQUIRING
COMPLIANCE WITH THE PROVISIONS OF SPECIFIC MANUALS

Some health services must comply with specific program and reporting requirements in addition to the Personal Health Coding Pamphlet (DHP 50-20), Environmental Health Coding Pamphlet (DHP 50-21) and FLAIR requirements because of federal or state law, regulation or rule. If a county health department is funded to provide one of these services, it must comply with the special reporting requirements for that service. The services and the reporting requirements are listed below:

| <u>Service</u> | <u>Requirement</u> |
|-------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1. Sexually Transmitted Disease Program | Requirements as specified in F.A.C. 64D-3, F.S. 381 and F.S. 384. |
| 2. Dental Health | Periodic financial and programmatic reports as specified by the program office. |
| 3. Special Supplemental Nutrition Program for Women, Infants and Children (including the WIC Breastfeeding Peer Counseling Program) | Service documentation and monthly financial reports as specified in DHM 150-24* and all federal, state and county requirements detailed in program manuals and published procedures. |
| 4. Healthy Start/ Improved Pregnancy Outcome | Requirements as specified in the 2007 Healthy Start Standards and Guidelines and as specified by the Healthy Start Coalitions in contract with each county health department. |
| 5. Family Planning | Requirements as specified in Public Law 91-572, 42 U.S.C. 300, et seq., 42 CFR part 59, subpart A, 45 CFR parts 74 & 92, 2 CFR 215 (OMB Circular A-110) OMB Circular A-102, F.S. 381.0051, F.A.C. 64F-7, F.A.C. 64F-16, and F.A.C. 64F-19. Requirements and Guidance as specified in the Program Requirements for Title X Funded Family Planning Projects (Title X Requirements)(2014) and the Providing Quality Family Planning Services (QFP): Recommendations of CDC and the U.S. Office of Population Affairs published on the Office of Population Affairs website. Programmatic annual reports as specified by the program office as specified in the annual programmatic Scope of Work for Family Planning and Maternal Child Health Services, including the Family Planning Annual Report (FPAR), and other minimum guidelines as specified by the Policy Web Technical Assistance Guidelines. |
| 6. Immunization | Periodic reports as specified by the department pertaining to immunization levels in kindergarten and/or seventh grade pursuant to instructions contained in the Immunization Guidelines-Florida Schools, Childcare Facilities and Family Daycare Homes (DH Form 150-615) and Rule 64D-3.046, F.A.C. In addition, periodic reports as specified by the department pertaining to the surveillance/investigation of reportable vaccine-preventable diseases, adverse events, vaccine accountability, and assessment of immunization |

- levels as documented in Florida SHOTS and supported by CHD Guidebook policies and technical assistance guidance.
7. Environmental Health
Requirements as specified in Environmental Health Programs Manual 150-4* and DHP 50-21*
 8. HIV/AIDS Program
Requirements as specified in F.S. 384.25 and F.A.C. 64D-3.030 and 64D-3.031. Case reporting should be on Adult HIV/AIDS Confidential Case Report CDC Form DH2139 and Pediatric HIV/AIDS Confidential Case Report CDC Form DH2140.

Requirements as specified in F.A.C. 64D-2 and 64D-3, F.S. 381 and F.S. 384. Socio-demographic and risk data on persons tested for HIV in CHD clinics should be reported on Lab Request DH Form 1628 in accordance with the Forms Instruction Guide.
Requirements for the HIV/AIDS Patient Care programs are found in the Patient Care Contract Administrative Guidelines.
 9. School Health Services
Requirements as specified in the Florida School Health Administrative Guidelines (May 2012). Requirements as specified in F.S. 381.0056, F.S. 381.0057, F.S. 402.3026 and F.A.C. 64F-6.
 10. Tuberculosis
Tuberculosis Program Requirements as specified in F.A.C. 64D-3 and F.S. 392.
 11. General Communicable Disease Control
Carry out surveillance for reportable communicable and other acute diseases, detect outbreaks, respond to individual cases of reportable diseases, investigate outbreaks, and carry out communication and quality assurance functions, as specified in F.A.C. 64D-3, F.S. 381, F.S. 384 and the CHD Epidemiology Guide to Surveillance and Investigations.
 12. Refugee Health Program
Programmatic and financial requirements as specified by the program office.

*or the subsequent replacement if adopted during the contract period.

ATTACHMENT II
SUWANNEE COUNTY HEALTH DEPARTMENT
PART I. PLANNED USE OF COUNTY HEALTH DEPARTMENT TRUST FUND BALANCES

| | Estimated State Share of CHD Trust Fund Balance | Estimated County Share of CHD Trust Fund Balance | Total |
|-------------------------------------------------------------------------------------------|-------------------------------------------------------|--------------------------------------------------------|--------|
| 1. CHD Trust Fund Ending Balance 09/30/21 | 77878 | 157330 | 235208 |
| 2. Drawdown for Contract Year October 1, 2021 to September 30, 2022 | -77878 | 45993 | -31885 |
| 3. Special Capital Project use for Contract Year October 1, 2021 to September 30, 2022 | 0 | 0 | 0 |
| 4. Balance Reserved for Contingency Fund October 1, 2021 to September 30, 2022 | 0 | 203323 | 203323 |

Special Capital Projects are new construction or renovation projects and new furniture or equipment associated with these projects, and mobile health vans.

ATTACHMENT II

SUWANNEE COUNTY HEALTH DEPARTMENT

Part II, Sources of Contributions to County Health Department

October 1, 2021 to September 30, 2022

| | State CHD Trust Fund (cash) | County CHD Trust Fund | Total CHD Trust Fund (cash) | Other Contribution | Total |
|-----------------------------------------------------------|-----------------------------------|-----------------------------|-----------------------------------|-----------------------|----------------|
| 1. GENERAL REVENUE - STATE | | | | | |
| 015040 CHD - TB COMMUNITY PROGRAM | 7,902 | 0 | 7,902 | 0 | 7,902 |
| 015040 DENTAL SPECIAL INITIATIVE PROJECTS | 6,797 | 0 | 6,797 | 0 | 6,797 |
| 015040 FAMILY PLANNING GENERAL REVENUE | 37,444 | 0 | 37,444 | 0 | 37,444 |
| 015040 FLORIDA SPRINGS AND AQUIFER PROTECTION ACT | 43,764 | 0 | 43,764 | 0 | 43,764 |
| 015040 PRIMARY CARE PROGRAM | 112,960 | 0 | 112,960 | 0 | 112,960 |
| 015040 RACIAL & ETHNIC DISPARITIES - CHD EXPENSES | 55,000 | 0 | 55,000 | 0 | 55,000 |
| 015040 SCHOOL HEALTH SERVICES - GENERAL REVENUE | 76,833 | 0 | 76,833 | 0 | 76,833 |
| 015050 CHD GENERAL REVENUE NON-CATEGORICAL | 501,860 | 0 | 501,860 | 0 | 501,860 |
| GENERAL REVENUE TOTAL | 842,560 | 0 | 842,560 | 0 | 842,560 |
| 2. NON GENERAL REVENUE - STATE | | | | | |
| | 0 | 0 | 0 | 0 | 0 |
| NON GENERAL REVENUE TOTAL | 0 | 0 | 0 | 0 | 0 |
| 3. FEDERAL FUNDS - STATE | | | | | |
| 007000 COMPREHENSIVE COMMUNITY CARDIO - PHBG | 50,291 | 0 | 50,291 | 0 | 50,291 |
| 007000 FAMILY PLANNING TITLE X - GRANT | 36,652 | 0 | 36,652 | 0 | 36,652 |
| 007000 IMMUNIZATION ACTION PLAN | 6,172 | 0 | 6,172 | 0 | 6,172 |
| 007000 MCH SPECIAL PRJCT UNPLANNED PREGNANCY | 6,970 | 0 | 6,970 | 0 | 6,970 |
| 007000 MCH SPECIAL PROJCT DENTAL | 4,182 | 0 | 4,182 | 0 | 4,182 |
| 007000 MCH BLOCK GRANT FLORIDA'S HEALTHY BABIES | 19,640 | 0 | 19,640 | 0 | 19,640 |
| 007000 BASE COMMUNITY PREPAREDNESS CAPABILITY | 84,381 | 0 | 84,381 | 0 | 84,381 |
| 015075 SUPPLEMENTAL SCHOOL HEALTH | 80,416 | 0 | 80,416 | 0 | 80,416 |
| 015075 REFUGEE HEALTH SCREENING REIMBURSEMENT ADMIN | 906 | 0 | 906 | 0 | 906 |
| 015075 REFUGEE HEALTH SCREENING REIMBURSEMENT SERVICES | 5,032 | 0 | 5,032 | 0 | 5,032 |
| FEDERAL FUNDS TOTAL | 294,642 | 0 | 294,642 | 0 | 294,642 |
| 4. FEES ASSESSED BY STATE OR FEDERAL RULES - STATE | | | | | |
| 001020 CHD STATEWIDE ENVIRONMENTAL FEES | 19,735 | 0 | 19,735 | 0 | 19,735 |
| 001092 ON SITE SEWAGE DISPOSAL PERMIT FEES | 163,919 | 0 | 163,919 | 0 | 163,919 |
| 001092 CHD STATEWIDE ENVIRONMENTAL FEES | 1,635 | 0 | 1,635 | 0 | 1,635 |
| 001206 ON SITE SEWAGE DISPOSAL PERMIT FEES | 14,286 | 0 | 14,286 | 0 | 14,286 |
| 001206 SANITATION CERTIFICATES (FOOD INSPECTION) | 686 | 0 | 686 | 0 | 686 |
| 001206 SEPTIC TANK RESEARCH SURCHARGE | 2,071 | 0 | 2,071 | 0 | 2,071 |
| 001206 SEPTIC TANK VARIANCE FEES 50% | 22 | 0 | 22 | 0 | 22 |
| 001206 PUBLIC SWIMMING POOL PERMIT FEES-10% HQ TRANSFER | 151 | 0 | 151 | 0 | 151 |
| 001206 DRINKING WATER PROGRAM OPERATIONS | 599 | 0 | 599 | 0 | 599 |
| 001206 TANNING FACILITIES | 124 | 0 | 124 | 0 | 124 |
| 001206 ONSITE SEWAGE TRAINING CENTER | 872 | 0 | 872 | 0 | 872 |
| FEES ASSESSED BY STATE OR FEDERAL RULES TOTAL | 204,100 | 0 | 204,100 | 0 | 204,100 |
| 5. OTHER CASH CONTRIBUTIONS - STATE: | | | | | |
| | 0 | 0 | 0 | 0 | 0 |
| 090001 DRAW DOWN FROM PUBLIC HEALTH UNIT | 77,878 | 0 | 77,878 | 0 | 77,878 |

ATTACHMENT II

SUWANNEE COUNTY HEALTH DEPARTMENT

Part II, Sources of Contributions to County Health Department

October 1, 2021 to September 30, 2022

| | State CHD Trust Fund (cash) | County CHD Trust Fund | Total CHD Trust Fund (cash) | Other Contribution | Total |
|----------------------------------------------------------------|-----------------------------------|-----------------------------|-----------------------------------|-----------------------|---------|
| OTHER CASH CONTRIBUTION TOTAL | 77,878 | 0 | 77,878 | 0 | 77,878 |
| 6. MEDICAID - STATE/COUNTY: | | | | | |
| 001057 CHD CLINIC FEES | 0 | 607 | 607 | 0 | 607 |
| 001148 CHD CLINIC FEES | 0 | 126,637 | 126,637 | 0 | 126,637 |
| 001148 GENERAL CLINIC RABIES SERVICES & DRUG PURCHASES | 0 | 304 | 304 | 0 | 304 |
| MEDICAID TOTAL | 0 | 127,548 | 127,548 | 0 | 127,548 |
| 7. ALLOCABLE REVENUE - STATE: | | | | | |
| 001004 CHD STATEWIDE ENVIRONMENTAL FEES | 68 | 0 | 68 | 0 | 68 |
| 018000 CHD CLINIC FEES | 200 | 0 | 200 | 0 | 200 |
| ALLOCABLE REVENUE TOTAL | 268 | 0 | 268 | 0 | 268 |
| 8. OTHER STATE CONTRIBUTIONS NOT IN CHD TRUST FUND - STATE | | | | | |
| ADAP | 0 | 0 | 0 | 5,514 | 5,514 |
| PHARMACY DRUG PROGRAM | 0 | 0 | 0 | 2,738 | 2,738 |
| WIC PROGRAM | 0 | 0 | 0 | 786,884 | 786,884 |
| BUREAU OF PUBLIC HEALTH LABORATORIES | 0 | 0 | 0 | 4,922 | 4,922 |
| IMMUNIZATIONS | 0 | 0 | 0 | 27,196 | 27,196 |
| OTHER STATE CONTRIBUTIONS TOTAL | 0 | 0 | 0 | 827,254 | 827,254 |
| 9. DIRECT LOCAL CONTRIBUTIONS - BCC/TAX DISTRICT | | | | | |
| 008005 CHD LOCAL REVENUE & EXPENDITURES | 0 | 100,000 | 100,000 | 0 | 100,000 |
| DIRECT COUNTY CONTRIBUTIONS TOTAL | 0 | 100,000 | 100,000 | 0 | 100,000 |
| 10. FEES AUTHORIZED BY COUNTY ORDINANCE OR RESOLUTION - COUNTY | | | | | |
| 001077 CHD CLINIC FEES | 0 | 13,226 | 13,226 | 0 | 13,226 |
| 001094 CHD LOCAL ENVIRONMENTAL FEES | 0 | 53,628 | 53,628 | 0 | 53,628 |
| 001110 VITAL STATISTICS CERTIFIED RECORDS | 0 | 35,815 | 35,815 | 0 | 35,815 |
| FEES AUTHORIZED BY COUNTY TOTAL | 0 | 102,669 | 102,669 | 0 | 102,669 |
| 11. OTHER CASH AND LOCAL CONTRIBUTIONS - COUNTY | | | | | |
| 001029 CHD CLINIC FEES | 0 | 5,727 | 5,727 | 0 | 5,727 |
| 001090 CHD CLINIC FEES | 0 | 292 | 292 | 0 | 292 |
| 010500 INFANT CAR SEAT PROGRAM | 0 | 40 | 40 | 0 | 40 |
| 011001 CHD HEALTHY START COALITION CONTRACT | 0 | 132,863 | 132,863 | 0 | 132,863 |
| 011001 HEALTHY START MEDIPASS WAIVER - COALITION TO CHD | 0 | 164,573 | 164,573 | 0 | 164,573 |
| 090002 DRAW DOWN FROM PUBLIC HEALTH UNIT | 0 | -45,993 | -45,993 | 0 | -45,993 |
| OTHER CASH AND LOCAL CONTRIBUTIONS TOTAL | 0 | 257,502 | 257,502 | 0 | 257,502 |
| 12. ALLOCABLE REVENUE - COUNTY | | | | | |
| 001004 CHD STATEWIDE ENVIRONMENTAL FEES | 0 | 69 | 69 | 0 | 69 |
| 018000 CHD CLINIC FEES | 0 | 200 | 200 | 0 | 200 |
| COUNTY ALLOCABLE REVENUE TOTAL | 0 | 269 | 269 | 0 | 269 |
| 13. BUILDINGS - COUNTY | | | | | |
| ANNUAL RENTAL EQUIVALENT VALUE | 0 | 0 | 0 | 0 | 0 |

ATTACHMENT II

SUWANNEE COUNTY HEALTH DEPARTMENT

Part II, Sources of Contributions to County Health Department

October 1, 2021 to September 30, 2022

| | State CHD Trust Fund (cash) | County CHD Trust Fund | Total CHD Trust Fund (cash) | Other Contribution | Total |
|----------------------------------------------------------------------|-----------------------------------|-----------------------------|-----------------------------------|-----------------------|------------------|
| OTHER (Specify) | 0 | 0 | 0 | 0 | 0 |
| UTILITIES | 0 | 0 | 0 | 13,884 | 13,884 |
| BUILDING MAINTENANCE | 0 | 0 | 0 | 8,760 | 8,760 |
| GROUNDS MAINTENANCE | 0 | 0 | 0 | 4,800 | 4,800 |
| INSURANCE | 0 | 0 | 0 | 0 | 0 |
| OTHER (Specify) | 0 | 0 | 0 | 0 | 0 |
| OTHER (Specify) | 0 | 0 | 0 | 0 | 0 |
| BUILDINGS TOTAL | 0 | 0 | 0 | 27,444 | 27,444 |
| 14. OTHER COUNTY CONTRIBUTIONS NOT IN CHD TRUST FUND - COUNTY | | | | | |
| EQUIPMENT / VEHICLE PURCHASES | 0 | 0 | 0 | 0 | 0 |
| VEHICLE INSURANCE | 0 | 0 | 0 | 0 | 0 |
| VEHICLE MAINTENANCE | 0 | 0 | 0 | 0 | 0 |
| OTHER COUNTY CONTRIBUTION (SPECIFY) | 0 | 0 | 0 | 0 | 0 |
| OTHER COUNTY CONTRIBUTION (SPECIFY) | 0 | 0 | 0 | 0 | 0 |
| OTHER COUNTY CONTRIBUTIONS TOTAL | 0 | 0 | 0 | 0 | 0 |
| GRAND TOTAL CHD PROGRAM | 1,419,448 | 587,988 | 2,007,436 | 854,698 | 2,862,134 |

ATTACHMENT II

SUWANNEE COUNTY HEALTH DEPARTMENT

Part III, Planned Staffing, Clients, Services and Expenditures By Program Service Area Within Each Level of Service

October 1, 2021 to September 30, 2022

| | FTE's (0.00) | Clients Units | Services/ Visits | Quarterly Expenditure Plan | | | | State | County | Grand Total |
|------------------------------------------|-----------------|------------------|---------------------|----------------------------|-----------------------------|----------------|----------------|----------------|----------------|------------------|
| | | | | 1st | 2nd (Whole dollars only) | 3rd | 4th | | | |
| A. COMMUNICABLE DISEASE CONTROL: | | | | | | | | | | |
| IMMUNIZATION (101) | 1.12 | 1,077 | 1,535 | 22,294 | 19,114 | 22,294 | 19,114 | 71,147 | 11,669 | 82,816 |
| SEXUALLY TRANS. DIS. (102) | 0.81 | 230 | 365 | 15,875 | 13,611 | 15,875 | 13,610 | 36,953 | 22,018 | 58,971 |
| HIV/AIDS PREVENTION (03A1) | 0.00 | 0 | 0 | 39 | 33 | 39 | 33 | 144 | 0 | 144 |
| HIV/AIDS SURVEILLANCE (03A2) | 0.00 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| HIV/AIDS PATIENT CARE (03A3) | 0.01 | 10 | 11 | 383 | 328 | 383 | 328 | 0 | 1,422 | 1,422 |
| ADAP (03A4) | 0.01 | 0 | 0 | 391 | 335 | 391 | 335 | 1,452 | 0 | 1,452 |
| TUBERCULOSIS (104) | 0.17 | 227 | 427 | 4,262 | 3,654 | 4,262 | 3,655 | 13,850 | 1,983 | 15,833 |
| COMM. DIS. SURV. (106) | 0.09 | 0 | 0 | 1,973 | 1,691 | 1,973 | 1,691 | 7,328 | 0 | 7,328 |
| HEPATITIS (109) | 0.00 | 0 | 0 | 23 | 20 | 23 | 19 | 85 | 0 | 85 |
| PREPAREDNESS AND RESPONSE (116) | 1.13 | 0 | 0 | 27,126 | 23,257 | 27,126 | 23,256 | 100,765 | 0 | 100,765 |
| REFUGEE HEALTH (118) | 0.09 | 0 | 0 | 2,016 | 1,728 | 2,016 | 1,728 | 7,488 | 0 | 7,488 |
| VITAL RECORDS (180) | 1.14 | 2,723 | 6,752 | 20,799 | 17,832 | 20,799 | 17,832 | 0 | 77,262 | 77,262 |
| COMMUNICABLE DISEASE SUBTOTAL | 4.58 | 4,267 | 9,090 | 95,293 | 81,699 | 95,293 | 81,698 | 239,629 | 114,354 | 353,983 |
| B. PRIMARY CARE: | | | | | | | | | | |
| CHRONIC DISEASE PREVENTION PRO (210) | 0.58 | 0 | 0 | 22,307 | 19,125 | 22,307 | 19,126 | 82,865 | 0 | 82,865 |
| WIC (21W1) | 0.00 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| TOBACCO USE INTERVENTION (212) | 0.00 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| WIC BREASTFEEDING PEER COUNSELING (21W2) | 0.00 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| FAMILY PLANNING (223) | 2.96 | 534 | 894 | 67,868 | 58,187 | 67,868 | 58,186 | 193,886 | 58,223 | 252,109 |
| IMPROVED PREGNANCY OUTCOME (225) | 0.00 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| HEALTHY START PRENATAL (227) | 1.77 | 122 | 991 | 48,839 | 41,873 | 48,839 | 41,873 | 0 | 181,424 | 181,424 |
| COMPREHENSIVE CHILD HEALTH (229) | 0.01 | 1 | 1 | 122 | 105 | 122 | 105 | 414 | 40 | 454 |
| HEALTHY START CHILD (231) | 1.45 | 115 | 909 | 31,774 | 27,242 | 31,774 | 27,243 | 2,021 | 116,012 | 118,033 |
| SCHOOL HEALTH (234) | 4.08 | 0 | 103,924 | 73,943 | 63,395 | 73,943 | 63,395 | 274,676 | 0 | 274,676 |
| COMPREHENSIVE ADULT HEALTH (237) | 0.55 | 108 | 153 | 12,586 | 10,791 | 12,586 | 10,792 | 43,212 | 3,543 | 46,755 |
| COMMUNITY HEALTH DEVELOPMENT (238) | 0.43 | 0 | 15 | 13,677 | 11,726 | 13,677 | 11,725 | 50,805 | 0 | 50,805 |
| DENTAL HEALTH (240) | 2.89 | 523 | 916 | 50,035 | 42,898 | 50,035 | 42,899 | 125,171 | 60,696 | 185,867 |
| PRIMARY CARE SUBTOTAL | 14.72 | 1,403 | 107,803 | 321,151 | 275,342 | 321,151 | 275,344 | 773,050 | 419,938 | 1,192,988 |
| C. ENVIRONMENTAL HEALTH: | | | | | | | | | | |
| Water and Onsite Sewage Programs | | | | | | | | | | |
| COSTAL BEACH MONITORING (347) | 0.00 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| LIMITED USE PUBLIC WATER SYSTEMS (357) | 0.40 | 94 | 243 | 8,028 | 6,883 | 8,028 | 6,882 | 27,870 | 1,951 | 29,821 |
| PUBLIC WATER SYSTEM (358) | 0.00 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| PRIVATE WATER SYSTEM (359) | 0.00 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| ONSITE SEWAGE TREATMENT & DISPOSAL (361) | 5.23 | 1,401 | 1,640 | 109,218 | 93,639 | 109,218 | 93,638 | 353,969 | 51,744 | 405,713 |
| Group Total | 5.63 | 1,495 | 1,883 | 117,246 | 100,522 | 117,246 | 100,520 | 381,839 | 53,695 | 435,534 |
| Facility Programs | | | | | | | | | | |
| TATTOO FACILITY SERVICES (344) | 0.00 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| FOOD HYGIENE (348) | 0.09 | 22 | 14 | 1,552 | 1,331 | 1,552 | 1,331 | 5,765 | 1 | 5,766 |

ATTACHMENT II

SUWANNEE COUNTY HEALTH DEPARTMENT

Part III, Planned Staffing, Clients, Services and Expenditures By Program Service Area Within Each Level of Service
October 1, 2021 to September 30, 2022

| | FTE's (0.00) | Clients Units | Services/ Visits | Quarterly Expenditure Plan | | | | State | County | Grand Total |
|-----------------------------------------|-----------------|------------------|---------------------|----------------------------|-----------------------------|----------------|----------------|------------------|----------------|------------------|
| | | | | 1st | 2nd (Whole dollars only) | 3rd | 4th | | | |
| BODY PIERCING FACILITIES SERVICES (349) | 0.00 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| GROUP CARE FACILITY (351) | 0.00 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| MIGRANT LABOR CAMP (352) | 0.01 | 1 | 6 | 212 | 181 | 212 | 181 | 786 | 0 | 786 |
| HOUSING & PUB. BLDG. (353) | 0.00 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| MOBILE HOME AND PARK (354) | 0.00 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| POOLS/BATHING PLACES (360) | 0.02 | 4 | 6 | 442 | 379 | 442 | 378 | 1,641 | 0 | 1,641 |
| BIOMEDICAL WASTE SERVICES (364) | 0.00 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| TANNING FACILITY SERVICES (369) | 0.00 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Group Total | 0.12 | 27 | 26 | 2,206 | 1,891 | 2,206 | 1,890 | 8,192 | 1 | 8,193 |
| Groundwater Contamination | | | | | | | | | | |
| STORAGE TANK COMPLIANCE SERVICES (355) | 0.00 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| SUPER ACT SERVICES (356) | 0.00 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Group Total | 0.00 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Community Hygiene | | | | | | | | | | |
| COMMUNITY ENVIR. HEALTH (345) | 0.00 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| INJURY PREVENTION (346) | 0.00 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| LEAD MONITORING SERVICES (350) | 0.00 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| PUBLIC SEWAGE (362) | 0.00 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| SOLID WASTE DISPOSAL SERVICE (363) | 0.00 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| SANITARY NUISANCE (365) | 0.00 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| RABIES SURVEILLANCE (366) | 0.02 | 1 | 4 | 569 | 488 | 569 | 488 | 2,114 | 0 | 2,114 |
| ARBORVIRUS SURVEIL. (367) | 0.00 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| RODENT/ARTHROPOD CONTROL (368) | 0.00 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| WATER POLLUTION (370) | 0.00 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| INDOOR AIR (371) | 0.00 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| RADIOLOGICAL HEALTH (372) | 0.00 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| TOXIC SUBSTANCES (373) | 0.00 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Group Total | 0.02 | 1 | 4 | 569 | 488 | 569 | 488 | 2,114 | 0 | 2,114 |
| ENVIRONMENTAL HEALTH SUBTOTAL | 5.77 | 1,523 | 1,913 | 120,021 | 102,901 | 120,021 | 102,898 | 392,145 | 53,696 | 445,841 |
| D. NON-OPERATIONAL COSTS: | | | | | | | | | | |
| NON-OPERATIONAL COSTS (599) | 0.00 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| ENVIRONMENTAL HEALTH SURCHARGE (399) | 0.00 | 0 | 0 | 3,917 | 3,358 | 3,917 | 3,357 | 14,549 | 0 | 14,549 |
| MEDICAID BUYBACK (611) | 0.00 | 0 | 0 | 20 | 17 | 20 | 18 | 75 | 0 | 75 |
| NON-OPERATIONAL COSTS SUBTOTAL | 0.00 | 0 | 0 | 3,937 | 3,375 | 3,937 | 3,375 | 14,624 | 0 | 14,624 |
| TOTAL CONTRACT | 25.07 | 7,193 | 118,806 | 540,402 | 463,317 | 540,402 | 463,315 | 1,419,448 | 587,988 | 2,007,436 |

ATTACHMENT III
SUWANNEE COUNTY HEALTH DEPARTMENT
CIVIL RIGHTS CERTIFICATE

The applicant provides this assurance in consideration of and for the purpose of obtaining federal grants, loans, contracts (except contracts of insurance or guaranty), property, discounts, or other federal financial assistance to programs or activities receiving or benefiting from federal financial assistance. The provider agrees to complete the Civil Rights Compliance Questionnaire, DH Forms 946 A and B (or the subsequent replacement if adopted during the contract period), if so requested by the department.

The applicant assures that it will comply with:

1. Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C., 2000 Et seq., which prohibits discrimination on the basis of race, color or national origin in programs and activities receiving or benefiting from federal financial assistance.
2. Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. 794, which prohibits discrimination on the basis of handicap in programs and activities receiving or benefiting from federal financial assistance.
3. Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. 1681 et seq., which prohibits discrimination on the basis of sex in education programs and activities receiving or benefiting from federal financial assistance.
4. The Age Discrimination Act of 1975, as amended, 42 U.S.C. 6101 et seq., which prohibits discrimination on the basis of age in programs or activities receiving or benefiting from federal financial assistance.
5. The Omnibus Budget Reconciliation Act of 1981, P.L. 97-35, which prohibits discrimination on the basis of sex and religion in programs and activities receiving or benefiting from federal financial assistance.
6. All regulations, guidelines and standards lawfully adopted under the above statutes. The applicant agrees that compliance with this assurance constitutes a condition of continued receipt of or benefit from federal financial assistance, and that it is binding upon the applicant, its successors, transferees, and assignees for the period during which such assistance is provided. The applicant further assures that all contracts, subcontractors, subgrantees or others with whom it arranges to provide services or benefits to participants or employees in connection with any of its programs and activities are not discriminating against those participants or employees in violation of the above statutes, regulations, guidelines, and standards. In the event of failure to comply, the applicant understands that the grantor may, at its discretion, seek a court order requiring compliance with the terms of this assurance or seek other appropriate judicial or administrative relief, to include assistance being terminated and further assistance being denied.

**ATTACHMENT V
SUWANNEE COUNTY HEALTH DEPARTMENT
SPECIAL PROJECTS SAVINGS PLAN**

CASH RESERVED OR ANTICIPATED TO BE RESERVED FOR PROJECTS

| <u>CONTRACT YEAR</u> | <u>STATE</u> | <u>COUNTY</u> | <u>TOTAL</u> |
|----------------------|-------------------|-------------------|-------------------|
| 2020-2021* | \$ _____ 0 | \$ _____ 0 | \$ _____ 0 |
| 2021-2022** | \$ _____ 0 | \$ _____ 0 | \$ _____ 0 |
| 2022-2023*** | \$ _____ 0 | \$ _____ 0 | \$ _____ 0 |
| 2023-2024*** | \$ _____ 0 | \$ _____ 0 | \$ _____ 0 |
| PROJECT TOTAL | \$ _____ 0 | \$ _____ 0 | \$ _____ 0 |

SPECIAL PROJECTS CONSTRUCTION/RENOVATION PLAN

PROJECT NUMBER: _____

PROJECT NAME: _____

LOCATION/ADDRESS: _____

PROJECT TYPE:

| | | |
|--------------|----------------------|-------|
| NEW BUILDING | _____ ROOFING | _____ |
| RENOVATION | _____ PLANNING STUDY | _____ |
| NEW ADDITION | _____ OTHER | _____ |

SQUARE FOOTAGE: _____ 0

PROJECT SUMMARY: *Describe scope of work in reasonable detail.*

START DATE *(Initial expenditure of funds)* : _____

COMPLETION DATE: _____

DESIGN FEES: \$ _____ 0

CONSTRUCTION COSTS: \$ _____ 0

FURNITURE/EQUIPMENT: \$ _____ 0

TOTAL PROJECT COST: \$ _____ 0

COST PER SQ FOOT: \$ _____ 0

Special Capital Projects are new construction or renovation projects and new furniture or equipment associated with these projects and mobile health vans.

* Cash balance as of 9/30/21

** Cash to be transferred to FCO account.

*** Cash anticipated for future contract years.

Agenda Item No. 7

Approval of Funding Agreement between Suwannee County and Meridian Behavioral Healthcare, Inc. in the amount of \$61,500 for the provision of mental health, baker act, and addiction services.

BOARD OF COUNTY COMMISSIONERS

SUWANNEE COUNTY

**FUNDING AGREEMENT FOR THE PROVISION OF MENTAL HEALTH,
BAKER ACT AND ADDICTION SERVICES**

THIS AGREEMENT entered into this _____ day of _____, 2021, by and between the **Board of County Commissioners of Suwannee County**, hereinafter referred to as the "Commission," and **Meridian Behavioral Healthcare, Inc.**, an independent contractor, hereinafter referred to as "MBH".

For and in consideration of the mutual undertaking and agreements hereinafter set forth, the Commission and MBH agree as follows:

1. The Commission Agrees:

A. To provide funds to MBH consistent with the requirements of Florida Statute (§394.76) for the provision of general mental health, and substance use services, including Baker Act services to the citizens of Suwannee County in the amount of \$61,500.00. This sum is for the fiscal year beginning October 01, 2021, and ending September 30, 2022, and the Commission's allocation to operate the program and facilities for services for citizens of Suwannee County.

B. To release such funds in the amount of \$15,375.00 per quarter, upon receipt of an invoice due on the first day of each quarter.

2. MBH Agrees:

A. To provide mental health and substance use services, including Baker Act services to the citizens of Suwannee County.

B. To provide services to any person and ensure that no service will be denied and/or delayed to any person because of race, creed, color, national origin, sex, age or ability to pay.

C. To ensure that all information regarding clients be safeguarded in accordance with 45 C.F.R. § 205.50.

D. To comply with the provisions contained in the Civil Rights certificate.

E. To provide, monitor, evaluate, and audit all programs funded under the terms of this agreement according to Federal and C&F guidelines, rules, regulations, instructions, and the approved C&F Plan.

F. Any funds expended in violation of this agreement or in violation of appropriate Federal and State requirements, or any funds claimed by MBH which are determined by the Commission to be in violation of appropriate departmental or federal guidelines shall be

refunded in full to the Commission or if this agreement is still in force, shall be withheld by the Commission from any subsequent compensation request.

G. To retain all fiscal and client books, records, or other documents relative to this agreement for seven (7) years after final payments or until audit or resolution of audit findings by county auditors.

H. To provide an opportunity for recipients of services to present their views about the service program and also establish a system through which clients may present reasonable grievances about the delivery of services under this agreement. Such system shall include provision for fair hearing.

I. To negotiate sub-agreements and be responsible for the execution of sub-agreements pursuant to this agreement. Such sub-agreements may be reviewed by the Commission and if they are found not to be in compliance with the provisions of this agreement, they shall be subject to revision by MBH, or funds may be withheld by the Commission.

3. MBH and the Commission Mutually Agree:

A. This agreement shall begin on October 1, 2021, at 12:01 a.m. and end on September 30, 2022, at midnight.

B. This agreement, or any part of this agreement, may be terminated with or without cause, by either party, at any time, upon no less than thirty (30) days notice in writing to the other party. Said notice shall be delivered by certified mail, telegram or in person.

C. Any alterations, variation, modification and/or waivers of provisions of this agreement shall be valid only when they have been reduced to writing, duly signed by all parties to the agreement, and attached to the original agreement.

D. This agreement contains all terms and conditions agreed upon by the parties. No other agreements, oral or otherwise regarding the subject matter of this agreement shall be deemed to exist or to bind any of the parties hereto.

Attest Date

Chairperson Date
Suwannee County Board of
County Commissioners

Attest Date

Donald P. Savoie Date
President
Meridian Behavioral Healthcare Inc.

Agenda Item No. 8

Approval of Sub-recipient Administration agreement between Suwannee County and Suwannee River Economic Council, Inc. for administering the SHIP program.



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.org

Website: www.srecinc.org

August 23, 2021

Mr. Randy Harris
Suwannee County Administrator
13150 80th Terrace
Live Oak FL 32064

Dear Mr. Harris:

In accordance with Chapter 67-37, Florida Administrative Code, State Housing Initiatives Partnership Program (S.H.I.P.), the County is required to have a Sub-Recipient contract with Suwannee River Economic Council, Inc. for its administration the SHIP program on behalf of the County. In this regard, enclosed is a contract drafted in accordance with the guidelines provided by Florida Housing Finance Corporation.

If approved by the County, please have the designated County officials execute both copies of the document where indicated, and return both originals to us. We will in turn execute our portion, and send one of the official original contracts back to you for your records.

In the meantime, please feel free to contact us if you have any questions or need additional information.

Thank You,

Matt Pearson
Executive Director

MP/ssb
Enc.



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

SUWANNEE COUNTY S.H.I.P. PROGRAM
SUB-RECIPIENT ADMINISTRATION AGREEMENT

The AGREEMENT is entered into by and between the Suwannee County Board of County Commission (hereinafter referred to as “County”), and Suwannee River Economic Council, Inc., (hereinafter referred to as “Contractor”). The contract exists primarily to provide services to qualified recipients of the Suwannee County SHIP Program. The following outlines the covenants and agreements between the parties:

WHEREAS County requires services specific to administering the SHIP Program; and

WHEREAS the Contractor has expertise in the area required by County, and is willing to provide said services;

NOW THEREFORE in consideration of the mutual promises set forth below the above parties enter into this Agreement and agree as follows:

1. Contractor agrees to perform the following services:
 - a. All administrative requirements of the SHIP Program in accordance with the affordable housing criteria provided under ss. 420.907 to 420.9079 applicable to the affordable housing objective of the award, including but not limited to: Application intake, Client income eligibility verification, Home ownership counseling, Record retention, Home repair inspections, and Annual Reporting preparation and filing.
 - b. Contractor will furnish County will reports as requested by County in such form as required by County.
2. In consideration for services performed by Contractor as detailed in paragraph 1 above, County agrees to pay Contractor 70% of the administration fee as allowed by the State of Florida. Also, County agrees to allow Contractor to receive the following Project Delivery Costs per client: **\$500** in the Emergency Repair, Purchase Assistance with Rehab, and Disaster Repair / Mitigation strategies as stated in the Local Housing Assistance Plan.
3. No amounts, other than those payable under Paragraph 2 above, shall be payable by County to Contractor. Contractor shall be liable for all other expenses, costs, or amounts incurred in the performance of this Agreement.
4. Contractor’s obligation hereunder is to complete the services described in Paragraph 1 above, and to meet any deadlines set forth therein.
5. County agrees that Contractor will be solely responsible for the performance of its duties under this Agreement.
6. Florida Single Audit Act Compliance: See Attachment A.
7. Contractor warrants to County that the necessary licenses and insurance have been secured by Contractor for the performance of the services covered by this Agreement.
8. The Agreement may not be assigned or transferred by Contractor.

9. The results of Contractor's services shall be subject to County's review and approval.
10. County and Contractor retain the right to terminate this Agreement with seven (7) days written notice, with or without cause.
11. All information obtained as it relates to clients of the program shall remain confidential to the extent allowed under Florida Law.
12. This Agreement automatically renews each year on the anniversary date of the agreement, unless amendments are required, or in the event either party makes the decision to terminate the contract.
13. Any changes to this Agreement must be in writing and signed by both parties.

(COUNTY SEAL)

Len K. Stapleton, Chairman
Suwannee County Board of County Commission

Date

ATTEST:

Barry Baker, Clerk of Court
Suwannee County

Matt Pearson, Executive Director
Suwannee River Economic Council, Inc.

Date

ATTACHMENT A

The administration of resources awarded by the Florida Housing Finance Corporation to the Local Government may be subject to audits and/or monitoring by the Florida Housing Finance Corporation as described in this section.

MONITORING

In addition to reviews of audits conducted in accordance with OMB Circular A-133 and Section 215.97 F.S., as revised (See AUDITS section below), monitoring procedures may include but are not limited to: On-site visits by Florida Housing Finance Corporation, limited scope audits as defined by OMB Circular A-133 as revised, and/or other procedures. By entering into this Agreement Contractor agrees to comply and cooperate with any and all monitoring procedures / processes deemed appropriate by Florida Housing Finance Corporation. In the event FHFC determines a limited scope audit of Contractor is appropriate, Contractor agrees to comply with any additional instructions provided by FHFC staff to Contractor regarding such audit. Contractor further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer or Auditor General.

AUDITS

1. In the event Contractor expends a total amount of state financial assistance equal to or in excess of \$750,000 in any fiscal year of such Contractor (for fiscal years ending September 30, 2004 or thereafter), Contractor must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, F.S.; applicable rules of the Department of Financial Services; and Chapter 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to the Agreement indicates state financial assistance awarded through the Florida Housing Finance Corporation by this Agreement. In determining the state financial assistance expended in its fiscal year, Contractor shall consider all sources of state financial assistance, including state financial assistance received from FHFC, other state agencies, and other non-state entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a non-state entity for Federal program matching requirements.
2. In connection with the audit requirements addressed above, Contractor shall ensure that the audit complies with the requirements of Section 215.97(8), F.S. This includes submission of a financial reporting package as defined by Section 215.97(2), F.S., and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

3. If Contactor expends less than \$750,000 in state financial assistance in its fiscal year (for fiscal years ending September 30, 2004 or thereafter), an audit conducted in accordance with the provisions of Section 215.97, F.S. is not required. In the event that Contractor expends less than \$750,000 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, F.S., the cost of the audit must be paid from the non-state entity's resources (i.e. the cost of such an audit must be paid from Contractor's resources obtained from other than State entities.)

REPORT SUBMISSION

1. Copies of financial reporting packages required by this Agreement shall be submitted by or on behalf of Contractor directly to each of the following:
 - a. Florida Housing Finance Corporation
227 N Bronough Street
Tallahassee FL 32301
 - b. Auditor General's Office
Room 401, Pepper Building
111 W Madison Street
Tallahassee FL 32399-1450
2. Any reports, management letter, or other information required to be submitted to FHFC pursuant to this Agreement shall be submitted timely in accordance with OMB Circular A-133, F.S., and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
3. Recipients, when submitting financial reporting packages to FHFC for audits done in accordance with OMB Circular A-133 or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date the reporting package was delivered to Contractor in correspondence accompanying the reporting package

Agenda Item No. 9

Item:

Approval of agreement with Wood Environment & Infrastructure Solutions, Inc. in the amount of \$9,797.08 for professional services associated with sampling and review of petroleum clean-up, pending County Attorney review.

Description:

This has been an ongoing project located at the Suwannee County Road Department. The rates are consistent with FDEP negotiated rates.

Budget impact:

To be paid from professional services line.



Professional Services Agreement

PARTIES

THIS AGREEMENT (the "Agreement"), effective this 13th day of September 2021, is made by and between Wood Environment & Infrastructure Solutions, Inc., a Nevada corporation, with an address at 2801 Yorkmont Road, Suite 100, Charlotte, North Carolina 28208 ("Wood") and Suwannee County Board of Commissioners with an address at 13150 80th Terrace, Live Oak, Florida 32060 ("CLIENT").

NOW, THEREFORE, in consideration of the mutual undertakings and subject to the terms set forth below and intending to be legally bound, the parties agree as follows:

PROJECT

CLIENT engages Wood to provide services in connection with:
Suwannee County Road Department site, FACID 618521188

SCOPE OF SERVICES

Wood agrees to perform the below services:

- Task 1: Site visit to locate, identify, and confirm viability of existing groundwater monitoring wells proposed to be sampled in Task 2.
- Task 2: Perform a groundwater sampling event of 16 monitoring wells for BTEXM, PAH, TRPH, EDB, lead in accordance with FDEP SOPs. Compile, summarize, and document in a written report meeting the requirements of the FDEP Petroleum Restoration Program.
- Rates are based on the negotiated rates between Wood and FDEP as documented in contract number GC788 (latest amendment).
- Reductions will be made based on the unit rates in the attached FDEP SPI rate sheet, in the event some portion of the scope cannot be performed.

CLIENT agrees that all services not expressly included are excluded from Wood's Scope of Services.

COMPENSATION (in U.S. Dollars) (check one)

Firm-fixed price: CLIENT agrees to compensate Wood on a firm-fixed price basis (exceptions above) in the amount of: \$ 9,797.08.

Time and materials: CLIENT agrees to compensate Wood for all hours worked and other costs incurred at the rates and terms set forth herein. Should the total cost of Wood's performance be greater than the estimated amount shown below, Wood will notify CLIENT and provide a revised estimate for CLIENT's approval. In such event, continued performance is subject to additional funding as mutually agreed.

Labor Categories and Hourly Labor Rates: _____

Other Direct Costs (Reimbursed at cost plus ___ % mark-up): _____

Total estimated time and materials cost: \$ _____

In addition to the Agreement amount, CLIENT assumes full responsibility for the payment of any applicable sales, use, or value-added taxes under this Agreement, except as otherwise specified.

ATTACHMENTS

The listed attachments form part of this Agreement:

- 1). SCRD SOW
- 2). SCRD SPI
- 3). SCRD Proposed Wells

Terms and Conditions

1. COMPENSATION: Invoices will be submitted at the completion of each task or monthly as needed for Services rendered. Terms of payment are pay when paid plus seven days (PWP+7). A late fee of one and one-half percent (1.5%) per month or eighteen percent (18%) per annum or the maximum amount allowable by law on balances past due. Interest shall be computed at 31 days from the date of payment. In addition, any collection fees, attorneys' fees, court costs, and other related expenses incurred by Wood in the collection of delinquent invoice amounts shall be paid by CLIENT.

If CLIENT reasonably objects to all or any portion of an invoice, CLIENT shall notify Wood of that fact in writing within ten (10) days from the date of receipt of Wood's invoice, give reasons for the objection, and pay that portion of the invoice not reasonably in dispute. Failure of CLIENT to provide such written notice within the allowed ten (10) day period shall be deemed to be a waiver of all objections to that invoice.

CLIENT's payment shall represent CLIENT's acceptance of the Services invoiced by Wood. Wood may suspend performance of Services under this Agreement if: (i) CLIENT fails to make payment in accordance with the terms hereof, or (ii) Wood reasonably believes that CLIENT will be unable to pay Wood in accordance with the terms hereof and notifies CLIENT in writing prior to such suspension of Services. Such suspension shall continue until Wood has been paid in full for all balances past due including applicable service charges and CLIENT provides Wood with adequate assurance of CLIENT's ability to make future payments in accordance with the terms hereof. If any such suspension causes an increase in the time required for the performance of any part of the Services, the performance schedule and/or period for performance shall be extended for a period of time equal to the suspension period.

2. STANDARD OF CARE: Wood will perform the Scope of Services specified in a Work Order utilizing that degree of skill and care ordinarily exercised under similar conditions by reputable members of Wood's profession practicing in the same or similar locality at the time of performance. NO OTHER WARRANTY, GUARANTY, OR REPRESENTATION, EXPRESS OR IMPLIED, IS MADE OR INTENDED IN THIS AGREEMENT, OR IN ANY COMMUNICATION (ORAL OR WRITTEN), REPORT, OPINION, DOCUMENT, OR INSTRUMENT OF SERVICE, AND THE SAME ARE SPECIFICALLY DISCLAIMED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

3. INDEPENDENT CONTRACTOR: Wood shall be fully independent and shall not act, except as permitted herein, as an agent or employee of CLIENT. Wood shall be solely responsible for its employees and for their compensation, benefits, contributions, and taxes, if any.

Unless otherwise agreed to in writing by Wood and CLIENT, neither party shall directly or indirectly solicit, hire or retain, or knowingly cause a third party to solicit, hire or retain, during the term of this Agreement and for a period of one (1) year after the date on which this Agreement terminates, any employee of the other party who works on the preparation of the Proposal or otherwise performs Services under or in connection with this Agreement. Nothing herein shall prevent either party from hiring any individual who responds to a general advertisement for services.

4. INSURANCE: Wood will maintain insurance for this Agreement in the following types and limits: (i) worker's compensation insurance as required by applicable law, (ii) comprehensive general liability insurance (CGL) (\$1,000,000 per occurrence / \$2,000,000 aggregate), and (iii) automobile liability insurance for bodily injury and property damage (\$1,000,000 CSL).

5. CHANGES: CLIENT may order changes within the general scope of the Services by altering, adding to, or deleting from the Services to be performed. Work beyond the scope of services or re-doing any part of the project through no fault of Wood, shall constitute extra work and shall be paid for on a time-and-materials basis in addition to any other payment provided for in this Agreement.

Should Wood encounter conditions which were (i) not reasonably anticipated, including, but not limited to, changes in applicable law, (ii) subsurface or otherwise concealed physical conditions that differ materially from those indicated in this Agreement or (iii) unknown physical conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in activities of the character contemplated by this Agreement, Wood shall

US PSA 4-2020

promptly provide notice to CLIENT. CLIENT shall promptly investigate such conditions. If, in Wood's reasonable opinion, the conditions cause an increase or decrease in Wood's cost of, or time required for, performance of any part of its Services, CLIENT shall issue a Change Order with an equitable adjustment in Wood's compensation, schedule, or both. In the event no Change Order is agreed to, Wood reserves the right to either (i) suspend its performance until a Change Order is agreed to or (ii) discontinue its performance and terminate this Agreement.

6. FORCE MAJEURE: Should performance of Services by Wood be affected by causes beyond its reasonable control, Force Majeure results. Force Majeure includes but is not restricted to: acts of God; acts of a legislative, administrative, or judicial entity; acts of contractors other than contractors engaged directly by Wood; earthquakes; fires; floods; labor disturbances; epidemics, pandemics; and unusually severe weather. Wood will be granted a time extension and the parties will negotiate an equitable adjustment to the price of any affected Services, where appropriate, based upon the effect of the Force Majeure on performance by Wood. The Parties agree that the current COVID-19 Pandemic shall be deemed a Force Majeure under this section and that any on-going or future potential or actual disruptions, or delays in performance of services or deliverables related to the COVID-19 Pandemic will be subject to the time and compensation requirements listed in this Section 6.

7. CLIENT'S RESPONSIBILITIES: CLIENT agrees to provide Wood all available material, data, and information pertaining to the Services.

8. SITE ACCESS: CLIENT shall at its cost and at such times as may be required by Wood for the successful and timely completion of Services: (i) provide unimpeded and timely access to any site, including third party sites if required (ii) provide an adequate area for Wood's site office facilities, equipment storage, and employee parking; (iii) furnish all construction utilities and utilities releases necessary for the Services; (iv) provide the locations of all subsurface structures, including piping, tanks, cables, and utilities; (v) approve all locations for digging and drilling operations; and (vi) obtain all permits and licenses which are necessary and required to be taken out in CLIENT's name for the Services. Wood will not be liable for damage or injury arising from damage to subsurface structures that are not called to its attention and correctly shown on the plans furnished to Wood in connection with its work.

9. WARRANTY OF TITLE, WASTE OWNERSHIP: CLIENT has and shall retain all responsibility and liability for the environmental conditions on the site. Title and risk of loss with respect to all materials shall remain with CLIENT. At no time will Wood assume possession or title, constructive or express, to any such samples or wastes.

10. LIMITATION OF LIABILITY: As part of the consideration Wood requires for provision of the Services indicated herein, CLIENT agrees that any claim for damages filed against Wood by CLIENT or any contractor or subcontractor hired directly or indirectly by CLIENT will be filed solely against Wood or its successors or assigns and that no individual person shall be made personally liable for damages, in whole or in part.

CLIENT's sole and exclusive remedy for any alleged breach of Wood's standard of care hereunder shall be to require Wood to re-perform any defective Services. All claims by CLIENT shall be deemed relinquished unless filed within one (1) year after substantial completion of the Services.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, CLIENT AGREES THAT THE LIABILITY OF WOOD TO CLIENT FOR ANY AND ALL CAUSES OF ACTION, INCLUDING, WITHOUT LIMITATION, CONTRIBUTION, ASSERTED BY CLIENT AND ARISING OUT OF OR RELATED TO THE NEGLIGENT ACT(S), ERROR(S) OR OMISSION(S) OF WOOD IN PERFORMING SERVICES, SHALL BE LIMITED TO FIFTY THOUSAND DOLLARS (\$50,000) OR THE TOTAL FEES ACTUALLY PAID TO WOOD BY CLIENT UNDER THIS AGREEMENT WITHIN THE PRIOR ONE (1) YEAR PERIOD, WHICHEVER IS LESS ("LIMITATION"). CLIENT HEREBY WAIVES AND RELEASES (I) ALL PRESENT AND FUTURE CLAIMS AGAINST WOOD OTHER THAN THOSE DESCRIBED IN THE PRECEDING SENTENCE, AND (II) ANY LIABILITY OF WOOD IN EXCESS OF THE LIMITATION.

In consideration of the promises contained herein and for other separate, valuable consideration, the receipt and sufficiency of which are hereby acknowledged, CLIENT acknowledges and agrees that (i) but for the Limitation, Wood would not have performed the Services, (ii) it has had the opportunity to negotiate the terms of the Limitation as part of an "arms-length" transaction, (iii) the Limitation amount may differ from the amount of professional liability insurance carried by Wood, (iv) the Limitation is merely a limitation of, and not an exculpation from, Wood's liability and does not in any way obligate CLIENT to defend, indemnify or hold harmless Wood, (v)

the Limitation is an agreed remedy, and (vi) the Limitation amount is neither nominal nor a disincentive to Wood performing the Services in accordance with the Standard of Care.

Wood and CLIENT each hereby waive any right to recover from the other party for any special, incidental, indirect, or consequential damages (including, but not limited to: loss of use, loss of revenue, loss of profit, loss of contracts, loss of product or production, or loss of business opportunity) incurred by either Wood or CLIENT or for which either party may be liable to any third party, which damages have been or are occasioned by services performed or reports prepared or other work performed hereunder.

CLIENT agrees that the damages for which Wood shall be liable are limited to that proportion of such damages which is attributable to Wood's percentage of fault subject to the other limitations herein.

11. **INDEMNITY.** CLIENT agrees to defend, indemnify, protect and hold harmless Wood and its officers, employees and agents from any and all claims, liabilities, damages or expenses, including but not limited to delay of the project, reduction of property value, fear of or actual exposure to or release of toxic or hazardous substances, and any consequential damages of whatever nature, which may arise directly or indirectly, to any party, as a result of the services provided by Wood under this Agreement, unless such injury or loss is caused by the sole negligence of Wood.

12. **ASSIGNMENT AND SUBCONTRACTING:** Neither party shall assign its interest in this Agreement without the written consent of the other.

13. **COST ESTIMATES:** If included in the Services, Wood will provide cost estimates based upon Wood's experience on similar projects, which are not intended for use by CLIENT or any other party in developing firm budgets or financial models, or in making investment decisions. Such cost estimates represent only Wood's judgment as a professional and, if furnished, are only for CLIENT's general guidance and are not guaranteed as to accuracy.

14. **TERMINATION** Either party may terminate this Agreement at any time by providing not less than ten (10) days advance written notice to the other party. In the event of a termination, CLIENT shall pay for all reasonable charges for work performed and demobilization by Wood to date of notice of termination. The limitation of liability and indemnity obligations of this Agreement shall be binding notwithstanding any termination of this Agreement.

15. **GOVERNING LAWS/LANGUAGE:** This Agreement shall be governed and construed in accordance with the laws of the state of the Wood office entering into this Agreement. All communications relating to or arising out of this Agreement shall be in the English language.

16. **FIELD REPRESENTATION:** The Services do not include supervision or direction of the means, methods, or actual work of other consultants, contractors, and subcontractors not retained by Wood. The presence of Wood's representative will not relieve any such other party from its responsibility to perform its work and services in accordance with its contractual and legal obligations and in conformity with the plans and specifications for the project. CLIENT agrees that each such other party will be solely responsible for its working conditions and safety on the site. Wood's monitoring of the procedures of any such other party is not intended to include a review of the adequacy of its safety measures. It is agreed that Wood is not responsible for safety or security at a site, other than for Wood's employees, and that Wood does not have the contractual duty or legal right to stop the work of others.

17. **DISPUTES.** Any dispute arising hereunder shall first be resolved by taking the following steps, where a successive step is taken if the issue is not resolved at the preceding step: 1) by the technical and contractual personnel for each party performing this Agreement, 2) by executive management of each party, 3) by mediation, or 4) through the court system of the state of the Wood office that is entering into this Agreement. CLIENT hereby waives the right to trial by jury for any disputes arising out of this Agreement. Except as otherwise provided herein, each party shall be responsible for its own legal costs and attorneys' fees.

18. **EXCLUSIVE USE.** Services provided under this Agreement, including all reports, information, or recommendations prepared or issued by Wood, are for the exclusive use of the CLIENT for the project specified. No other use is authorized under this Agreement. CLIENT will not distribute or convey Wood's reports or recommendations to any person or organization other than those identified in the project description without Wood's written authorization. CLIENT releases Wood from liability and agrees to defend, indemnify, protect, and hold harmless Wood from any and all claims, liabilities,

damages, or expenses arising, in whole or in part, from such unauthorized distribution. All reports, drawings, plans, documents, software, source code, object code, field notes and work product (or copies thereof) in any form prepared or furnished by Wood under this Agreement are instruments of service. Exclusive ownership, copyright, and title to all instruments of service remain with Wood.

19. ENTIRE AGREEMENT: The terms and conditions set forth herein constitute the entire understanding and agreement of Wood and CLIENT with respect to the Services. All previous proposals, offers, and other communications relative to the provisions of these Services are hereby superseded. Should CLIENT utilize its purchase order or any other form to procure services, CLIENT acknowledges and agrees that its use of such purchase order or other form is solely for administrative purposes and in no event shall Wood be bound to any terms and conditions on such purchase order or other form, regardless of reference to (e.g. on invoices) or signature upon (e.g. acknowledgement) such purchase order or other form by Wood. CLIENT shall reference this Agreement on any purchase order or other form it may issue to procure Wood services, but CLIENT's failure to do so shall not operate to modify this Agreement.

IN WITNESS WHEREOF, CLIENT and Wood have caused this Agreement to be executed by their respective duly authorized representatives as of the date first set forth above.

Suwannee County Board of Commissioners

Wood Environment & Infrastructure Solutions, Inc.

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

**Petroleum Contamination Site Response Action Services
SCHEDULE OF PAY ITEMS INVOICE RATE SHEET**

Facility Name: Suwannww County Road Department
 7-Digit Facility ID #: 8521188
 County: 61
 Region: North
 Site Manager Name: Melike Altune
 Site Manager Phone: 850.245.8868
 Site Manager Email: Melike.Altun@dep.state.fl.us

Contractor: Wood Environment & Infrastructure Solutions, Inc.
 CID #: 01259 Retainage %: 5% Purchase Order:
 Contract #: GC788 FDEP Cost Share %: 100.00% Download Date: 4/8/21 15:17
 SPI ID #: 21540 Total Extended Cost: \$ 9,797.08 Assignment Type: SCOPE
 Without Handling Fee: \$ 9,797.08
 Transition Agreement: Yes No

| PAY ITEM | DESCRIPTION | UNIT OF MEASURE | PO Rate Sheet | | | Previously Invoiced | This Invoice | | Balance |
|---------------|----------------------------------------------------------------------------------------------------------------------------------------------|--------------------|---------------|-----------------------|----------------------|-----------------------------|--------------|----------------|-------------|
| | | | UNITS | NEGOTIATED ITEM PRICE | TOTAL EXTENDED PRICE | UNITS | UNITS | EXTENDED PRICE | UNITS |
| Task 1 | | | | | | | | | |
| 1-2.a. | Site Health & Safety Plan for Continued Work (no cost to FDEP) | Per Site | 1 | \$ - | \$ - | 0 | 0 | \$ - | 1 |
| 2-1. | Site Reconnaissance/Field Measurement Visit | Per Visit | 1 | \$ 440.00 | \$ 440.00 | 0 | 0 | \$ - | 1 |
| 3-1. | Mobilization, Light Duty Vehicle (car or 1/2 ton truck) - ≤ 100 miles each way | Per Round Trip | 1 | \$ 450.00 | \$ 450.00 | 0 | 0 | \$ - | 1 |
| 8-7. | Water Level or Free Product Gauging | Per Well | 16 | \$ 20.00 | \$ 320.00 | 0 | 0 | \$ - | 16 |
| 20-2. | Project Manager (Key) | Per Hour | 1 | \$ 130.00 | \$ 130.00 | 0 | 0 | \$ - | 1 |
| 20-4. | Geologist/Geoscientist (Key) | Per Hour | 2 | \$ 102.00 | \$ 204.00 | 0 | 0 | \$ - | 2 |
| | | RETAINAGE | | | \$ 77.20 | \$ - | \$ - | \$ - | \$ 77.20 |
| | | SUBTOTAL | | | \$ 1,544.00 | \$ - | \$ - | \$ - | \$ 1,544.00 |
| Task 2 | | | | | | | | | |
| 3-1. | Mobilization, Light Duty Vehicle (car or 1/2 ton truck) - ≤ 100 miles each way | Per Round Trip | 1 | \$ 450.00 | \$ 450.00 | 0 | 0 | \$ - | 1 |
| 8-1. | Monitoring Well Sampling with Water Level, ≤ 100 foot depth | Per Well | 15 | \$ 215.00 | \$ 3,225.00 | 0 | 0 | \$ - | 15 |
| 8-2. | Monitoring Well Sampling with Water Level, > 100 foot depth | Per Well | 1 | \$ 270.37 | \$ 270.37 | 0 | 0 | \$ - | 1 |
| 8-11. | Electronic Data Deliverables (EDD) | Per Sampling Event | 1 | \$ 30.03 | \$ 30.03 | 0 | 0 | \$ - | 1 |
| 9-27. | Water, BTEX + MTBE (EPA 602, EPA 624, EPA 8021 or EPA 8260) | Per Sample | 16 | \$ 38.85 | \$ 621.60 | 0 | 0 | \$ - | 16 |
| 9-30. | Water, Polycyclic Aromatic Hydrocarbons, including 1-methylnaphthalene + 2-methylnaphthalene (EPA 610 [HPLC], EPA 625, EPA 8270 or EPA 8310) | Per Sample | 16 | \$ 84.00 | \$ 1,344.00 | 0 | 0 | \$ - | 16 |
| 9-31. | Water, EDB [1,2-dibromoethane or ethylene dibromide] (EPA 504.1 or EPA 8011) | Per Sample | 16 | \$ 42.73 | \$ 683.68 | 0 | 0 | \$ - | 16 |
| 9-36. | Water, Total Recoverable Petroleum Hydrocarbons (FL-PRO) | Per Sample | 16 | \$ 50.40 | \$ 806.40 | 0 | 0 | \$ - | 16 |
| 9-41. | Water, Lead, Total (EPA 200.7, EPA 200.8, EPA 6010 or EPA 6020) | Per Sample | 16 | \$ 12.00 | \$ 192.00 | 0 | 0 | \$ - | 16 |
| 19-7. | Natural Attenuation or Post RA Monitoring Report, Quarterly or Non-Annual | Per Report | 1 | \$ 630.00 | \$ 630.00 | 0 | 0 | \$ - | 1 |
| | | RETAINAGE | | | \$ 412.65 | \$ - | \$ - | \$ - | \$ 412.65 |
| | | SUBTOTAL | | | \$ 8,253.08 | \$ - | \$ - | \$ - | \$ 8,253.08 |
| | | TOTAL COST | | | \$ 9,797.08 | \$ - | \$ - | \$ - | \$ 9,797.08 |
| Version: 11.0 | | | | | | Owner Cost Share: | \$ - | \$ - | \$ - |
| | | | | | | FDEP Cost Share: | \$ 9,797.08 | \$ - | \$ 9,797.08 |
| | | | | | | Retainage: | \$ 489.85 | \$ - | \$ 489.85 |
| | | | | | | FDEP Less Retainage: | \$ 9,307.23 | \$ - | \$ 9,307.23 |

Site Manager Approval: _____
 Print Name

 Signature

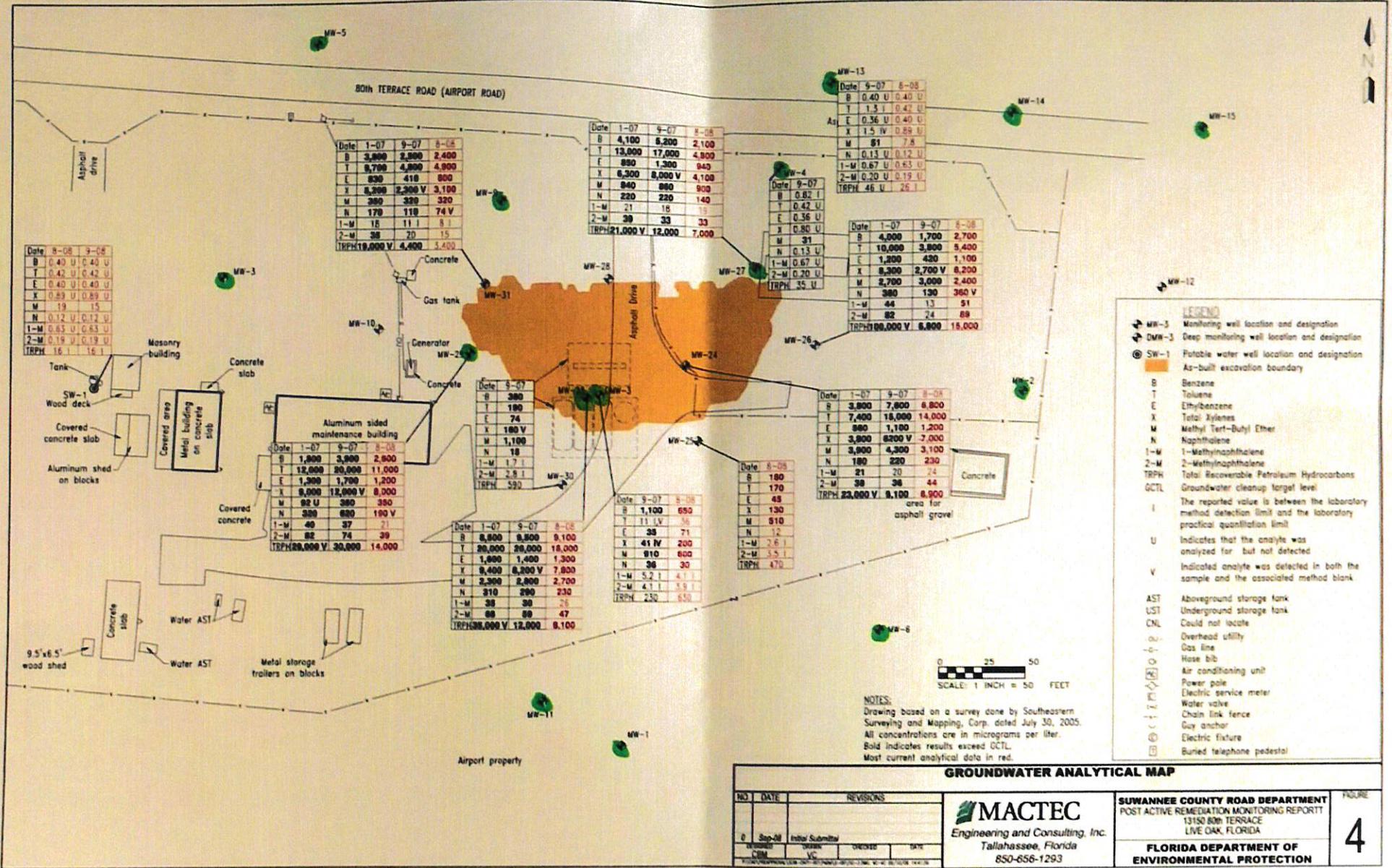
Florida Department of Environmental Protection - Petroleum Restoration Program

FDEP Facility ID#: 618521188

STCM Facility Name: Suwannee County Road Department

Any blank fields are not applicable to the scope of work.

| WATER SAMPLING TABLE | | | | | | | | | | | | | | | | | | | |
|------------------------|---------------------------------------------------------------|---------------------------|---------------------------|------------------------------------|---------------------------|---------------------|--------------|---------------------------------|-----------------------|---------------------|---|---|---|---|---|---|---|---|---|
| Task # | Well #(s) or Water Sample Location | Frequency (if applicable) | Expedited Turnaround (TA) | Water Level/FP Gauging Only (8-7.) | # MWs Sampled (8-1./8-2.) | (9-27.) BTEX + MTBE | (9-30.) PAHs | (9-31.) EDB (via 504.1 or 8011) | (9-36.) TRPH (FL-PRO) | (9-41.) Lead, Total | | | | | | | | | |
| 1 | MW-1, 2, 3, 4, 5, 6, 9, 11, 12, 13, 14, 15, 23, 27, 29, DMW-3 | Once | | 16 | | | | | | | | | | | | | | | |
| 2 | MW-1, 2, 3, 4, 5, 6, 9, 11, 12, 13, 14, 15, 23, 27, 29, DMW-3 | Once | | | 16 | 16 | 16 | 16 | 16 | 16 | | | | | | | | | |
| Task 1 Subtotal | | | | 16 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Task 2 Subtotal | | | | 0 | 16 | 16 | 16 | 16 | 16 | 16 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| GRAND TOTALS | | | | 16 | 16 | 16 | 16 | 16 | 16 | 16 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |



| Date | 8-08 | 9-07 | 8-08 |
|------|--------|--------|------|
| B | 0.40 U | 0.40 U | |
| T | 0.42 U | 0.42 U | |
| E | 0.40 U | 0.40 U | |
| X | 0.89 U | 0.89 U | |
| M | 19 | 15 | |
| N | 0.12 U | 0.12 U | |
| 1-M | 0.65 U | 0.63 U | |
| 2-M | 0.19 U | 0.19 U | |
| TRPH | 16 | 16 | 1 |

| Date | 1-07 | 9-07 | 8-08 |
|------|--------|-------|-------|
| B | 3,800 | 2,800 | 2,400 |
| T | 8,700 | 4,800 | 4,900 |
| E | 830 | 418 | 800 |
| X | 8,300 | 2,300 | 3,100 |
| M | 280 | 320 | 320 |
| N | 170 | 110 | 74 V |
| 1-M | 16 | 11 | 8 V |
| 2-M | 38 | 20 | 15 |
| TRPH | 19,000 | 4,400 | 3,400 |

| Date | 1-07 | 9-07 | 8-08 |
|------|--------|--------|-------|
| B | 4,100 | 6,200 | 2,100 |
| T | 13,000 | 17,900 | 4,900 |
| E | 850 | 1,300 | 940 |
| X | 6,300 | 8,000 | 4,100 |
| M | 840 | 860 | 900 |
| N | 220 | 220 | 140 |
| 1-M | 21 | 18 | 13 |
| 2-M | 39 | 33 | 33 |
| TRPH | 21,000 | 12,000 | 7,000 |

| Date | 9-07 | 8-08 |
|------|--------|--------|
| B | 0.40 U | 0.40 U |
| T | 1.3 | 0.42 U |
| E | 0.36 U | 0.40 U |
| X | 1.5 | 0.89 U |
| M | 91 | 7.8 |
| N | 0.13 U | 0.12 U |
| 1-M | 0.67 U | 0.63 U |
| 2-M | 0.20 U | 0.19 U |
| TRPH | 46 | 25.1 |

| Date | 9-07 |
|------|--------|
| B | 0.82 U |
| T | 0.42 U |
| E | 0.36 U |
| X | 0.80 U |
| M | 31 |
| N | 0.13 U |
| 1-M | 0.67 U |
| 2-M | 0.20 U |
| TRPH | 35 |

| Date | 1-07 | 9-07 | 8-08 |
|------|--------|-------|--------|
| B | 4,000 | 1,700 | 2,700 |
| T | 10,000 | 3,800 | 9,400 |
| E | 1,200 | 430 | 1,100 |
| X | 8,300 | 2,700 | 8,200 |
| M | 2,700 | 3,000 | 2,400 |
| N | 380 | 130 | 360 |
| 1-M | 44 | 13 | 91 |
| 2-M | 82 | 24 | 88 |
| TRPH | 19,000 | 6,800 | 19,000 |

| Date | 1-07 | 9-07 | 8-08 |
|------|--------|--------|--------|
| B | 1,800 | 3,900 | 2,600 |
| T | 12,000 | 20,000 | 11,000 |
| E | 1,300 | 1,700 | 1,200 |
| X | 9,000 | 12,000 | 8,000 |
| M | 92 | 380 | 330 |
| N | 330 | 680 | 190 |
| 1-M | 40 | 37 | 21 |
| 2-M | 82 | 74 | 39 |
| TRPH | 29,000 | 30,000 | 14,000 |

| Date | 9-07 |
|------|-------|
| B | 380 |
| T | 190 |
| E | 74 |
| X | 190 |
| M | 1,190 |
| N | 18 |
| 1-M | 1.7 |
| 2-M | 2.8 |
| TRPH | 590 |

| Date | 1-07 | 9-07 | 8-08 |
|------|--------|--------|--------|
| B | 3,800 | 7,600 | 6,800 |
| T | 7,400 | 18,000 | 14,000 |
| E | 880 | 1,100 | 1,200 |
| X | 3,800 | 6,200 | 7,000 |
| M | 3,900 | 4,300 | 3,100 |
| N | 180 | 220 | 230 |
| 1-M | 21 | 20 | 24 |
| 2-M | 38 | 36 | 44 |
| TRPH | 23,000 | 8,100 | 8,900 |

| Date | 1-07 | 9-07 | 8-08 |
|------|-------|------|------|
| B | 1,100 | 650 | |
| T | 11.5 | 36 | |
| E | 33 | 71 | |
| X | 41 | 200 | |
| M | 910 | 800 | |
| N | 36 | 30 | |
| 1-M | 5.2 | 4.1 | |
| 2-M | 4.1 | 5.8 | |
| TRPH | 230 | 650 | |

| Date | 1-07 | 9-07 | 8-08 |
|------|--------|--------|--------|
| B | 8,800 | 9,800 | 9,100 |
| T | 28,000 | 28,000 | 18,000 |
| E | 1,800 | 1,400 | 1,300 |
| X | 8,400 | 8,800 | 7,800 |
| M | 2,300 | 2,800 | 2,700 |
| N | 810 | 290 | 230 |
| 1-M | 39 | 39 | 25 |
| 2-M | 89 | 89 | 47 |
| TRPH | 38,000 | 12,000 | 9,100 |

LEGEND

- MW-3 Monitoring well location and designation
- DMW-3 Deep monitoring well location and designation
- SW-1 Potable water well location and designation
- As-built excavation boundary
- B Benzene
- T Toluene
- E Ethylbenzene
- X Total Xylenes
- M Methyl Tert-Butyl Ether
- N Naphthalene
- 1-M 1-Methylnaphthalene
- 2-M 2-Methylnaphthalene
- TRPH Total Recoverable Petroleum Hydrocarbons
- GCTL Groundwater cleanup target level
- I The reported value is between the laboratory method detection limit and the laboratory practical quantitation limit
- U Indicates that the analyte was analyzed for but not detected
- V Indicated analyte was detected in both the sample and the associated method blank
- AST Aboveground storage tank
- UST Underground storage tank
- CNL Could not locate
- OH Overhead utility
- GL Gas line
- HL Hose bib
- ACU Air conditioning unit
- PP Power pole
- ESM Electric service meter
- WV Water valve
- CL Chain link fence
- GA Guy anchor
- EF Electric fixture
- BT Buried telephone pedestal

NOTES:
 Drawing based on a survey done by Southeastern Surveying and Mapping, Corp. dated July 30, 2005.
 All concentrations are in micrograms per liter.
 Bold indicates results exceed GCTL.
 Most current analytical data in red.

GROUNDWATER ANALYTICAL MAP

| NO. | DATE | REVISIONS |
|-----|--------|-------------------|
| 0 | Shp-01 | Initial Submittal |
| 1 | CM | VC |

MACTEC
 Engineering and Consulting, Inc.
 Tallahassee, Florida
 850-656-1293

SUWANNEE COUNTY ROAD DEPARTMENT
 POST ACTIVE REMEDIATION MONITORING REPORT
 13150 80th TERRACE
 LIVE OAK, FLORIDA

FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

Agenda Item No. 10

Item:

Purchase and Installation of Sod

Description:

Bid Solicitation 2021-19 for Purchase and Installation of Sod, opened September 14, 2021.

Requested Action:

Approval of award and authorize to purchase from lowest Bidder, Parker Sod Farms, Inc., on an as needed basis.



Administrative Services

13150 80th Terrace Live Oak, FL 32060

Randy Harris, County Administrator

Tabulation Bid No. 2021-19
Purchase and Installation of Sod
Suwannee County, FL

| Respondent Name | Location | Bermuda | Bahia |
|------------------------|-----------------|----------------|---------------|
| Parker Sod Farms, Inc. | Live Oak, FL | Not provided | \$1.60 Sq Yd* |

*with minimum of 700 sq yds per job

Agreement No. 2021 - _____

MASTER AGREEMENT

(Contract for Purchase and Installation of Sod on an AS Needed Basis)

THIS MASTER AGREEMENT (this "Agreement") is entered into as of the Effective Date defined in Article I, below, between SUWANNEE COUNTY (the "COUNTY"), a political subdivision of the State of Florida, by and through its Board of County Commissioners, situated at 13150 80th Terrace, Live Oak, Florida 32060, and PARKER SOD FARMS, INC., (the "CONTRACTOR"), a Florida Corporation, whose address is Post Office Box 668, Live Oak, FL 32064., and whose Federal Employer Identification Number is: 59-3021850.

WHEREAS, the COUNTY owns, operates, buys, leases and sells a variety of public facilities and improvements and continually; and

WHEREAS, the COUNTY desires to retain the services of a competent and qualified CONTRACTOR from which to purchase sod and to provide professional installation services in connection with various Suwannee County properties and projects from time to time; and

WHEREAS, the COUNTY solicited for these professional services via Bid No. 2021-19, an advertised Bid Solicitation; and

WHEREAS, after review and consideration of the responsive bids, the COUNTY desires to engage the CONTRACTOR to provide the purchase and installation of sod services; and

WHEREAS, the CONTRACTOR remains agreeable to providing the COUNTY the purchase and installation of sod services and represents that it is capable and prepared to do so.

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

1.0 Term.

1.1 This Agreement shall take effect on _____, 2021 (the "Effective Date").

1.2 The initial term of this Agreement shall be for a three (3) year time period, commencing upon the Effective Date and shall remain in force and effect unless sooner terminated as provided herein. This agreement may be extended for an additional term of three years (3) years upon mutual agreement of the parties regarding rates for services and costs.

2.0 Services to Be Performed by the CONTRACTOR

2.1 The COUNTY does hereby retain the CONTRACTOR to furnish, provide and perform the services (collectively, the "Services") described in the COUNTY's Bid No. 2021-19, to include all attachments and addenda, and in the CONTRACTOR's response thereto dated

September 10, 2021 (collectively, "RFP 2021-19") which are attached hereto as a composite "Exhibit A" and made a part of this Agreement) as those Services may be further specifically designated and authorized by the COUNTY in writing. County may add or amend services to be performed under the Agreement. All such authorization will be issued in the form of a TASK ORDER (TO). All provisions of this Agreement shall apply to any TO as if appearing in full therein. Each TO will set forth a specific Scope of Services, maximum limit of compensation, schedule, liquidated damages, if applicable, and initiation and completion date. Each TO for a Lump Sum scope will include a schedule of deliverables with associated milestones to complete the deliverables.

2.2 The CONTRACTOR is not authorized to undertake any project without a duly executed TO, which shall specify the Services to be performed and the time to be completed. The CONTRACTOR acknowledges that the COUNTY may employ several different CONTRACTORS to perform the same or similar Services for the COUNTY and that the CONTRACTOR has not been employed as the exclusive agent to perform any such Services.

2.3 When the CONTRACTOR and the COUNTY enter into a TO where the term of the TO expires on a date that is later than the date of this Agreement, the CONTRACTOR and the COUNTY agree that the terms of this Agreement and any amendments, attachments, or provisions thereof are automatically extended until the expiration or full completion of the requirement of the TO.

3.0 Compensation

3.1 The COUNTY shall pay the CONTRACTOR in accordance with the Price Schedule in the CONTRACTOR'S response to bid dated September 10, 2021. The Price Schedule identifies all rate classifications for this Agreement.

3.2 The Price Schedule is effective for the entirety of the initial term.

3.3 Compensation may be negotiated as a "Not-To Exceed" or "Lump-Sum" price on each individual TO.

3.4 Invoices must reference the applicable TO Number, using an invoice form approved by the County.

3.5 The CONTRACTOR's Project Manager or other authorized officer shall, by affidavit, attest to the correctness and accuracy of all charges and requested reimbursements.

3.6 Any invoice submitted that does not satisfy the criteria as outlined herein will be returned to the CONTRACTOR until correct.

3.7 Each individual invoice shall be due and payable forty-five (45) days after the date the COUNTY receives a correct, fully documented, invoice in form and substance

satisfactory to the COUNTY with all appropriate cost substantiations attached. All invoices shall be delivered to:

Suwannee County
c/o County Administrator
13150 80th Terrace
Live Oak, FL 32060

3.8 In order to enable both parties to close their books on a project, the CONTRACTOR will clearly state "Final Invoice" on the CONTRACTOR's final/last billing for the services rendered to the COUNTY for each project. The CONTRACTOR's submission of a Final Invoice for a project is its certification that all its services have been properly performed and all charges and costs have been invoiced to the COUNTY. Upon receipt of the Final Invoice, the account for such project will be closed, and the CONTRACTOR shall be deemed to have waived any further charges not properly included on the Final Invoice.

3.9 Payment of the Final Invoice by the COUNTY shall not constitute evidence of the COUNTY's acceptance of the CONTRACTOR's performances of the Services.

4.0 Standard of Care

4.1 The CONTRACTOR represents to the COUNTY that it has the personnel and experience necessary to perform all Services in a professional and workmanlike manner and specifically warrants that all Services shall be performed by skilled and competent personnel to the standards in the field.

4.2 The CONTRACTOR shall, at no additional cost to the COUNTY, re-perform all those Services which fail to satisfy the foregoing standard of care or which otherwise fail to meet the requirements of this Agreement.

5.0 Independent Contractor

5.1 The CONTRACTOR undertakes performance of the Services as an independent contractor and will be wholly responsible for the methods and manner of performance.

5.2 The COUNTY shall have no right to direct the methods the CONTRACTOR uses to perform the Services, but the COUNTY shall have the right to observe the CONTRACTOR's performance.

5.3 The CONTRACTOR shall work closely with the COUNTY in performing Services under this Agreement.

5.4 The CONTRACTOR shall not pledge the COUNTY's credit or make the COUNTY a guarantor of payment or surety for any contract, debt, obligation, judgment, lien or any form of indebtedness. The CONTRACTOR shall have no right to speak for or bind the COUNTY in any manner.

5.5 Comprehensive General Liability Insurance. CONTRACTOR shall maintain limits of \$1,000,000 per occurrence, exclusive of defense costs, combined single limit for bodily injury and property damage including premises and/or operations, independent contractors, products and/or completed operations, broad form property damage and contractual liability endorsement. Notwithstanding the foregoing requirement, the insurance requirements may vary depending on the Services the CONTRACTOR will provide for each project as determined by the County Administrator. Accordingly, the COUNTY may from time to time require the CONTRACTOR to provide a higher level of coverage for certain Services provided in support of a specific TO for certain projects and time periods.

5.6 Business Auto Liability: Covering any auto with limits of \$1,000,000 per occurrence, exclusive of defense costs, with combined single limit for bodily injury and property damage. This shall include owned vehicles, hired and non-owner vehicles and employee non-ownership.

5.7 Workers Compensation. The CONTRACTOR shall provide, pay for, and maintain workers compensation insurance on all employees, its agents or subcontractors as required by Florida Statutes.

6.0 Compliance with Laws

6.1 In performance of the Services, the CONTRACTOR agrees to comply, at its own expense, with all federal, state and local laws, codes, statutes, ordinances, rules, regulations and requirements applicable to the Project, including but not limited to those dealing with taxation, worker's compensation, equal employment and safety. If CONTRACTOR observes that the Contract Documents for a particular project are at variance therewith, it shall promptly notify County in writing. Compliance with the above laws shall include but is not limited to: (1) the Occupational Safety and Health Act, 29 CFR 1910 and 1926, respectively, General Industry Standards and Construction Industry Standards; (2) the Florida Workers' Compensation Law, Chapter 440, Florida Statutes; (3) Rules 38F and 38I, Florida Administrative Code; and (4) Florida Department of Transportation Manual of Traffic Control and Safe Practices.

6.2 EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY): In accordance with State of Florida, Office of the Governor, Executive Order 11-116 (superseding Executive Order 11-02; Verification of Employment Status), in the event performance of this Agreement is or will be funded using state or federal funds, the CONTRACTOR must comply with the Employment Eligibility Verification Program ("E-Verify Program") developed by the federal government to verify the eligibility of individuals to work in the United States and 48 CFR 52.222-54 (as amended) is incorporated herein by reference. If applicable, in accordance with Subpart 22.18

of the Federal Acquisition Register, the CONTRACTOR must (1) enroll in the E-Verify Program, (2) use E-Verify to verify the employment eligibility of all new hires working in the United States, except if the CONTRACTOR is a state or local government, the CONTRACTOR may choose to verify only new hires assigned to the Agreement; (3) use E-Verify to verify the employment eligibility of all employees assigned to the Agreement; and (4) include these requirement in certain subcontracts, such as construction or FDOT agreements, as required by COUNTY agreement for the same. Information on registration for and use of the E-Verify Program can be obtained via the internet at the Department of Homeland Security Web site: <http://www.dhs.gov/E-Verify>.

7.0 Public Entity Crimes

7.1 The CONTRACTOR understands and acknowledges that this Agreement will be void in the event the conditions stated in Section 287.133, *Florida Statutes*, relating to conviction for a public entity crime apply to the CONTRACTOR.

8.0 COUNTY's Responsibilities

8.1 The COUNTY shall be responsible for providing access to all COUNTY project sites, and providing information in the COUNTY's possession that the CONTRACTOR may reasonably require to perform the Services including existing reports, studies, financial information, and other relevant data that are available in the files of the COUNTY.

9.0 Termination of Agreement

9.1 The COUNTY may terminate this Agreement, in whole or in part, at any time, either due to the failure of the CONTRACTOR to fulfill its obligations under this Agreement or for the COUNTY's convenience. The COUNTY shall deliver written notice of such termination to the CONTRACTOR, and upon receipt thereof, the CONTRACTOR shall:

9.1.1 Immediately discontinue all affected Services unless the notice directs otherwise; and

9.1.2 Deliver to the COUNTY all data, reports, summaries, and any and all such other information and materials of whatever type or nature as may have been accumulated by the CONTRACTOR in performing this Agreement, whether completed or in process.

9.2 Unless in dispute or subject to the COUNTY's right of set-off or other remedy, the CONTRACTOR shall be paid for Services actually rendered through the date of termination.

9.3 The rights and remedies of the COUNTY provided for in this Section 9 are in addition and supplemental to any and all other rights and remedies provided bylaw or under this Agreement.

10.0 Governing Law and Venue

10.1 This Agreement shall be governed in all respects by the laws of the State of Florida. The exclusive venue for any disputes or litigation with respect to the obligations under this Agreement shall be the court of appropriate jurisdiction in Suwannee County, Florida.

11.0 Non-Discrimination

11.1 The CONTRACTOR warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, gender, age or national origin.

12.0 Waiver

12.1 A waiver by either the COUNTY or the CONTRACTOR of any breach of this Agreement shall not be binding upon the waiving party unless such waiver is in writing. In the event of a written waiver, such a waiver shall not affect the waiving party's rights with respect to any other or further breach of this Agreement. The making or acceptance of a payment by either party with the knowledge of the other party's existing default or breach of this Agreement shall not waive such default or breach, or any subsequent default or breach of this Agreement and shall not be construed as doing so.

13.0 Severability

13.1 The invalidity, illegality, or unenforceability of any provision of this Agreement, or the occurrence of any event rendering any portion or provision of this Agreement void, shall in no way affect the validity or enforceability of any other portion or provision of this Agreement.

13.2 Any void provision shall be deemed severed from this Agreement and the balance of this Agreement shall be construed and enforced as if this Agreement did not contain the particular portion or provision held to be void.

13.3 The parties further agree to reform this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision.

13.4 The provisions of this Section 13 shall not prevent this Agreement from being void should a provision which is of the essence of this Agreement be determined to be void.

14.0 Entirety of Agreement

14.1 The COUNTY and the CONTRACTOR agree that this Agreement sets forth the entire Agreement between the parties with respect to its subject matter, and there are no promises or understandings other than those stated herein.

14.2 This Agreement supersedes all prior agreements, contracts, proposals, representations, negotiations, letters or other communications between the COUNTY and the CONTRACTOR pertaining to the Services, whether written or oral.

15.0 Modification

15.1 The provisions, terms and conditions stated in this Agreement may not be modified, superseded or otherwise altered unless by a written amendment executed by both the COUNTY and the CONTRACTOR.

16.0 Successors and Assigns

16.1 The COUNTY and the CONTRACTOR each binds itself and its officers, successors, assigns and legal representatives to the other party to this Agreement.

16.2 The CONTRACTOR shall not assign this Agreement without the express written approval of the COUNTY, which the COUNTY may unreasonably withhold in its sole discretion.

16.3 Any approved assignment shall not release CONTRACTOR from responsibility to COUNTY for performance of the Agreement.

17.0 Contingent Fees

17.1 The CONTRACTOR warrants that (i) it has not employed or retained any company or person, other than a bona fide employee working solely for the CONTRACTOR to solicit or secure this Agreement; and (ii) it has not paid or agreed to pay any person, company, corporation, individual or firm, other than bona fide employee working solely for the CONTRACTOR, any fee, commission, percentage, gift or any other consideration contingent upon or resulting from the award or making of this Agreement.

18.0 Truth-In-Negotiation Certificate

18.1 The CONTRACTOR's execution of this Agreement serves as its execution of a Truth-in-Negotiation certificate certifying that the rates used to determine the compensation provided for in this Agreement are accurate, complete, and current as of the effective date of this Agreement.

19.0 Ownership of Documents

19.1 The CONTRACTOR shall be required to cooperate with other COUNTY employees or contractors and shall timely provide those employees or contractors any information requested in the specified format. Any and all documents, records, disks, original drawings, or other information shall become the property of the COUNTY for its use and/or distribution as the COUNTY may determine in its sole discretion. The CONTRACTOR is not liable for any damages, injury or costs associated with the COUNTY's use or distribution of these documents for purposes other than those originally intended by the CONTRACTOR.

20.0 Assets and Audits

20.1 The CONTRACTOR shall maintain adequate records to justify all charges and costs incurred in performing the Services for at least three (3) years after completion of this

Agreement. The COUNTY shall have access to all books, records, and documents that the CONTRACTOR must maintain in accordance with this Section 20 for the purpose of inspection or audit during the CONTRACTOR's normal business hours at its usual place of business.

20.2 All invoices submitted to the COUNTY pursuant to this Agreement are subject to audit and demand for refund of overpayment for a time period extending three (3) years beyond the expiration or earlier termination of this Agreement.

21.0 Notice

21.1 Any notice, demand, communication, or request that is required to be delivered to a Party hereunder shall be in writing, addressed to the party for whom it is intended, and delivered at the place last specified by such party: (i) in person, (ii) via nationally recognized overnight delivery service, (iii) via Certified United States Mail, postage prepaid with return receipt requested, or (iv) via email, with confirmation from the recipient acknowledging receipt thereof within 72 hours (and if there is no receipt within such time period, one of the other methods described in this Section 20.1 must be utilized). The parties initially designate the following as their respective places for delivery of notice:

As to County: Suwannee County
13150 80th Terrace Live Oak, FL 32060
Attention: County Administrator
Email: randyh@suwcountyfl.gov

As to CONTRACTOR: Parker Sod Farms, Inc.
Post Office Box 668, Live Oak, FL 32064
Attention: Richard Parker
Email: _____

21.2 Nothing contained in this Section shall be construed to restrict the transmission of routine communications between representatives of the CONTRACTOR and the COUNTY.

22.0 Contract Administration

22.1 The CONTRACTOR shall deliver the Services under the general direction of the Suwannee County Administrator. The County Administrator may designate an agent for administration of performance of individual TO's or his designee shall act as the COUNTY'S representative during the term of this Agreement.

23.0 Limitation of Liability

23.1 **IN NO EVENT SHALL THE COUNTY BE LIABLE TO THE CONTRACTOR FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES OF ANY KIND OR NATURE, INCLUDING LOSS OF PROFIT, WHETHER FORESEEABLE OR NOT, ARISING OUT OF OR RESULTING FROM THE**

NONPERFORMANCE OR BREACH OF THIS AGREEMENT BY THE COUNTY WHETHER BASED IN CONTRACT, COMMON LAW, WARRANTY, TORT, STRICT LIABILITY, CONTRIBUTION, INDEMNITY OR OTHERWISE.

24.0 Public Records Law

24.1 The CONTRACTOR acknowledges the COUNTY's obligations under Article I, Section 24, of the Florida Constitution and under Chapter 119, Florida Statutes, to release public records to members of the public upon request. The CONTRACTOR acknowledges that the COUNTY is required to comply with Article I, Section 24, of the Florida Constitution and Chapter 119, Florida Statutes, in the handling of the materials created under this Agreement and that said statute and constitutional provisions control over the terms of this Agreement.

(Remainder of page intentionally left blank,
Signatures appear on following page)

IN WITNESS WHEREOF, the Parties have executed this agreement on the dates indicated but effective the _____ day of _____, 2021.

SUWANNEE COUNTY, FLORIDA
BOARD OF COUNTY COMMISSIONERS

By: _____
LEN K. STAPLETON
Chairman

Date: _____

ATTEST:

By: _____
BARRY BAKER
CLERK

PARKER SOD FARMS, INC.

By: _____

Name: _____

Title: _____

Date: _____

WITNESS:

By: _____

Print: _____

Agenda Item No. 11

Item:

Approval of change order no. 1 with Anderson Columbia, Inc. in the amount of \$17,813 for additional paving associated with 175th Road.

Budget impact:

Funded by FDOT.

Change Order

No. 1

Date of Issuance: 8-31-21 Effective Date: _____

| | | |
|------------------------------------------------------------------|------------------------|-------------------------------|
| Project: 175 th Road Paving at Suwannee Catalyst site | Owner: Suwannee County | Owner's Contract No.: 2021-88 |
| Contract: | | Date of Contract: 7-6-21 |
| Contractor: Anderson Columbia Co., Inc. | | Engineer's Project No.: |

The Contract Documents are modified as follows upon execution of this Change Order:

Add additional paving area south of the RR tracks, estimated at 167 tons. This will complete the temporary connection to US 90.

Attachments: (List documents supporting change):

A plan sheet of the area is attached

| | |
|----------------------------------|----------------------------------|
| CHANGE IN CONTRACT PRICE: | CHANGE IN CONTRACT TIMES: |
|----------------------------------|----------------------------------|

| | |
|--------------------------|------------------------------------------------------------------------------------|
| Original Contract Price: | Original Contract Times: <input type="checkbox"/> Working days 30 Calendar days |
| \$ 114,787.94 _____ | Substantial completion (days or date): _____ |
| | Ready for final payment (days or date): _____ |

| | |
|--------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------|
| [Increase] [Decrease] from previously approved Change Orders No. _____ to No. _____: | [Increase] [Decrease] from previously approved Change Orders No. _____ to No. _____: |
| \$ _____ | Substantial completion (days): _____ |
| | Ready for final payment (days): _____ |

| | |
|--------------------------------------------|-----------------------------------------------|
| Contract Price prior to this Change Order: | Contract Times prior to this Change Order: |
| \$ 114,787.94 _____ | Substantial completion (days or date): _____ |
| | Ready for final payment (days or date): _____ |

| | |
|---------------------------------------------|-------------------------------------------------------|
| [Increase] [Decrease] of this Change Order: | [Increase] [Decrease] of this Change Order: no change |
| \$ 17,813 _____ | Substantial completion (days or date): _____ |
| | Ready for final payment (days or date): _____ |

| | |
|-------------------------------------------------|---------------------------------------------------------|
| Contract Price incorporating this Change Order: | Contract Times with all approved Change Orders: 30 days |
| \$ 132,600.94 _____ | Substantial completion (days or date): _____ |
| | Ready for final payment (days or date): _____ |

RECOMMENDED:
By: James Pitman
Engineer (Authorized Signature)

ACCEPTED:
By: _____
Owner (Authorized Signature)

ACCEPTED:
By: Ervin T Williams Jr.
Contractor (Authorized Signature)

Date: 8-31-21 _____ Date: _____ Date: _____

Approved by Funding Agency (if applicable): _____ Date: _____

Agenda Item No. 12

Item:

Implementation of Minimum Wage Increase

Description:

Due to the effective date of the minimum wage mandate conflicting with the County's typical time frame associated with annual pay increases, there is a small number of employees who's raise needs to occur beginning September 30, 2021, instead of October 1, 2021. This is a request to authorize staff to implement the deviation this and each year going forward.

Requested Action:

1. Approve implementation of minimum wage increase beginning September 30, 2021.
2. Authorize implementation of typical annual increase to occur on September 30, 2021, for all employees who require an increase due to the minimum wage mandate.

Agenda Item No. 13

Item:

Authorize payment of invoices for Property Appraisers office.

Description:

This is a request to pay invoices associated with equipment for the Property Appraisers office, which was discussed with the Board in January.

Budget impact:

\$40,634.83

Requested Action:

Approval



County of Suwannee

STATE OF FLORIDA

COUNTY PROPERTY APPRAISER
RICKY GAMBLE

215 PINE AVENUE, SW, SUITE B • LIVE OAK, FLORIDA 32064
PHONE (386) 362-1385



IN GOD WE TRUST

September 15, 2021

To Board of County Commissioners,

Property Appraiser office is requesting a Budget Itemized request, totaling \$40,634.83.

See Attached Invoices.

Sincerely yours,

A handwritten signature in black ink, appearing to read "Ricky Gamble".

Ricky Gamble
Property Appraiser

RG/yc

From: Eric Musgrove <ericm@suwgov.org>
Sent: Thursday, January 21, 2021 8:14:11 AM
To: Ricky Gamble<ricky.gamble@suwanneepa.com>
Subject: minutes

Ricky,

Here's what I had in the draft minutes from Tuesday; let me know if you needed anything else:

The eleventh item on the agenda was to hear a discussion from Property Appraiser Ricky Gamble.

Property Appraiser Ricky Gamble stated that the Board had historically returned excess funds to Constitutional Officers, but the Property Appraiser had typically not requested the use of those funds. He asked that the Property Appraiser's Office be included this year for the approximately \$71,000 in excess funds. He gave a detailed discussion about where he planned to spend the funds, including digitizing old records, purchasing hi-speed scanners for future records use, and in-house electronic file storage.

Commissioner Hale asked if many Property Appraiser's Offices were going paperless. Property Appraiser Gamble replied that many were going paperless, and that was his intent as well.

Some discussion ensued about projects for the Property Appraiser's Office.

By consensus, the Board agreed to set aside excess funds for the Property Appraiser's Office.

Eric Musgrove
Historian, Purchasing, Records Management, TRIM, Professional Development, and Clerk to the Board
Suwannee County Clerk of the Circuit Court
200 South Ohio Avenue
Live Oak, FL 32064
Ph.: 386.362.0564
Fax: 386.362.0532



A quote for your consideration

Based on your business needs, we put the following quote together to help with your purchase decision. Below is a detailed summary of the quote we've created to help you with your purchase decision.

To proceed with this quote, you may respond to this email, order online through your Premier page, or, if you do not have Premier, use this **Quote to Order**.

| | | | |
|----------------------|----------------------------|------------|--------------------------|
| Quote No. | 3000095085594.2 | Sales Rep | Katie Burgett |
| Total | \$16,500.91 | Phone | (800) 456-3355, 6179176 |
| Customer # | 8661791 | Email | Katie_Burgett@Dell.com |
| Quoted On | Aug. 16, 2021 | Billing To | LAMAR JENKINS |
| Expires by | Sep. 15, 2021 | | SUWANNEE COUNTY PROPERTY |
| Contract Name | Dell NASPO Computer | | APP |
| | Equipment PA - State of FL | | 215 PINE AVE |
| Contract Code | C000000010853 | | STE B |
| Customer Agreement # | MNWNC-108 / 43211500- | | LIVE OAK, FL 32064-2349 |
| | WSCA-15-ACS | | |
| Solution ID | 14712419 | | |
| Deal ID | 22092213 | | |

Message from your Sales Rep

Please contact your Dell sales representative if you have any questions or when you're ready to place an order. Thank you for shopping with Dell! Regards, Alan Fong

Regards,
Katie Burgett

Shipping Group

| | |
|-------------------------------------------------------------------------------------------------------------------|-------------------|
| Shipping To | Shipping Method |
| LAMAR JENKINS SUWANNEE COUNTY PROPERTY APP 215 PINE AVE STE B LIVE OAK, FL 32060 (904) 362-1385 | Standard Delivery |

| Product | Unit Price | Quantity | Subtotal |
|----------------------------------|-------------|----------|-------------|
| PowerEdge T640 Tailor Made Promo | \$16,500.91 | 1 | \$16,500.91 |

| | |
|----------------------------|--------------------|
| Subtotal: | \$16,500.91 |
| Shipping: | \$0.00 |
| Non-Taxable Amount: | \$16,500.91 |
| Taxable Amount: | \$0.00 |
| Estimated Tax: | \$0.00 |

| | |
|---------------|--------------------|
| Total: | \$16,500.91 |
|---------------|--------------------|

Special lease pricing may be available for qualified customers. Please contact your DFS Sales Representative for details.

Shipping Group Details

| | |
|-----------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------|
| Shipping To LAMAR JENKINS SUWANNEE COUNTY PROPERTY APP 215 PINE AVE STE B LIVE OAK, FL 32060 (904) 362-1385 | Shipping Method Standard Delivery |
|-----------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------|

| | | | |
|--------------------------------------------------------------------------------------------------------------------------------------------|----------|-------------|-------------|
| | Quantity | | Subtotal |
| PowerEdge T640 Tailor Made Promo | 1 | \$16,500.91 | \$16,500.91 |
| Estimated delivery if purchased today Dec 08, 2021 Contract # C000000010853 Customer Agreement # MNWNC-108 / 43211500-WSCA-15-ACS | | | |

| Description | SKU | Unit Price | Quantity | Subtotal |
|------------------------------------------------------------------------------------------|----------|------------|----------|----------|
| PowerEdge T640 Server | 210-AMBC | - | 1 | - |
| PowerEdge T640 MLK Motherboard V2 | 329-BFBL | - | 1 | - |
| No Trusted Platform Module | 461-AADZ | - | 1 | - |
| Chassis with up to 16 x 2.5" SAS/ SATA Hard Drives, Tower Configuration | 321-BCXG | - | 1 | - |
| PowerEdge T640 Shipping DAO | 340-BSGU | - | 1 | - |
| PowerEdge T640 Shipping Material | 340-COPO | - | 1 | - |
| PowerEdge T640 CE, CCC, BIS Marking | 389-DSUY | - | 1 | - |
| Intel Xeon Gold 5218 2.3G, 16C/32T, 10.4GT/s, 22M Cache, Turbo, HT (125W) DDR4-2666 | 338-BRVH | - | 1 | - |
| Intel Xeon Gold 5218 2.3G, 16C/32T, 10.4GT/s, 22M Cache, Turbo, HT (125W) DDR4-2666 | 338-BRVH | - | 1 | - |
| Additional Processor Selected | 379-BDCO | - | 1 | - |
| Standard Heat Sink for Less = 150W | 412-AAJW | - | 1 | - |
| Standard Heat Sink for Less = 150W | 412-AAJW | - | 1 | - |
| Performance Optimized | 370-AAIP | - | 1 | - |
| RAID 1 + RAID 10 | 780-BCHM | - | 1 | - |
| PERC H740P Adapter RAID Controller without Bracket | 405-AAQC | - | 1 | - |
| Windows Server 2019 Standard, 16CORE, FI, No Med, No CAL, Multi Language | 634-BSFE | - | 1 | - |
| Windows Server 2019 Standard, 16CORE, Digitally Fulfilled Recovery Image, Multi Language | 528-CFIB | - | 1 | - |
| Windows Server 2019 Standard, 16CORE, Media Kit, Multi Language | 634-BSGL | - | 1 | - |
| Windows Server 2019 Standard, No Media, WS2012R2 Std Downgrade DF Media, Multi Language | 528-CHGD | - | 1 | - |
| Windows Server 2019 Standard, No Media, WS2016 Std Downgrade DF Media, Multi Language | 528-CHGE | - | 1 | - |
| Windows Server 2019 Standard, No Media, WS2016 STD Downgrade Media, Multi Language | 634-BSGN | - | 1 | - |
| iDRAC9 Enterprise | 385-BBKI | - | 1 | - |
| OpenManage Enterprise Advanced | 528-BIYY | - | 1 | - |

| | | | | |
|-----------------------------------------------------------------------------------------------------------------------------------------------|----------|---|----|---|
| iDRAC,Factory Generated Password | 379-BOSF | - | 1 | - |
| iDRAC Service Module (ISM), Pre-Installed in OS | 379-BCQW | - | 1 | - |
| On-Board Dual-Port 10GbE LOM | 542-BBCT | - | 1 | - |
| No Internal Optical Drive | 429-ABDL | - | 1 | - |
| 4 Standard Mid Fans for T640 | 384-BBRY | - | 1 | - |
| Dual, Hot-plug, Redundant Power Supply (1+1), 1100W | 450-ADWM | - | 1 | - |
| Tower Standard Bezel for T640 | 325-BCNE | - | 1 | - |
| Dell EMC Logo Push Pin | 325-BCON | - | 1 | - |
| No Quick Sync for Tower | 350-BBLM | - | 1 | - |
| Power Saving Dell Active Power Controller | 750-AABF | - | 1 | - |
| No Rack Rails, No Cable Management Arm, No Casters | 770-BBCR | - | 1 | - |
| No Systems Documentation, No OpenManage DVD Kit | 631-AACK | - | 1 | - |
| US Order | 332-1286 | - | 1 | - |
| Custom Configuration | 817-BBBB | - | 1 | - |
| Dell Hardware Limited Warranty Plus On-Site Service | 816-5143 | - | 1 | - |
| ProSupport Plus Mission Critical: 4-Hour 7x24 On-Site Service with Emergency Dispatch, 3 Years | 815-5171 | - | 1 | - |
| ProSupport Plus Mission Critical: 4-Hour 7x24 On-Site Service with Emergency Dispatch, 2 Years Extended | 815-5175 | - | 1 | - |
| ProSupport Plus Mission Critical: 7x24 HW/SW Technical Support and Assistance, 5 Years | 815-5176 | - | 1 | - |
| Thank you for choosing Dell ProSupport Plus. For tech support, visit //www.dell.com/contactdell | 951-2015 | - | 1 | - |
| Dell Limited Hardware Warranty Plus Service, Extended Year(s) | 975-3462 | - | 1 | - |
| On-Site Installation Declined | 900-9997 | - | 1 | - |
| 3200MT/s RDIMMs | 370-AEVR | - | 1 | - |
| 8GB RDIMM, 3200MT/s, Single Rank | 370-AEVO | - | 12 | - |
| 960GB SSD SAS Read Intensive 12Gbps 512 2.5in Hot-plug AG Drive, 1 DWPD, | 400-AXYI | - | 2 | - |
| 1.92TB SSD vSAS Read Intensive 12Gbps 512e 2.5in Hot-Plug ,AG Drive SED, 1DWPD, | 345-BCUD | - | 8 | - |
| Windows Server® 2019 Standard Edition, Add License,16CORE,NO MEDIA/KEY | 634-BSGE | - | 1 | - |
| 10-pack of Windows Server 2019/2016 User CALs (Standard or Datacenter) | 634-BSFS | - | 2 | - |
| Power Cord - C13, 3M, 125V, 15A (North America, Guam, North Marianas, Philippines, Samoa, Vietnam) | 450-AALV | - | 2 | - |
| UEFI BIOS Boot Mode with GPT Partition | 800-BBDM | - | 1 | - |

| | |
|-----------------------|--------------------|
| Subtotal: | \$16,500.91 |
| Shipping: | \$0.00 |
| Estimated Tax: | \$0.00 |
| Total: | \$16,500.91 |

Important Notes

Terms of Sale

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Governing Terms: This Quote is subject to: (a) a separate written agreement between Customer or Customer's affiliate and Supplier or a Supplier's affiliate to the extent that it expressly applies to the products and/or services in this Quote or, to the extent there is no such agreement, to the applicable set of Dell's Terms of Sale (available at www.dell.com/terms or www.dell.com/oemterms), or for cloud/as-a-Service offerings, the applicable cloud terms of service (identified on the Offer Specific Terms referenced below); and (b) the terms referenced herein (collectively, the "Governing Terms"). Different Governing Terms may apply to different products and services on this Quote. The Governing Terms apply to the exclusion of all terms and conditions incorporated in or referred to in any documentation submitted by Customer to Supplier.

Supplier Software Licenses and Services Descriptions: Customer's use of any Supplier software is subject to the license terms accompanying the software, or in the absence of accompanying terms, the applicable terms posted on www.Dell.com/eufa. Descriptions and terms for Supplier-branded standard services are stated at www.dell.com/servicecontracts/global or for certain infrastructure products at www.dellemc.com/en-us/customer-services/product-warranty-and-service-descriptions.htm.

Offer-Specific, Third Party and Program Specific Terms: Customer's use of third-party software is subject to the license terms that accompany the software. Certain Supplier-branded and third-party products and services listed on this Quote are subject to additional, specific terms stated on www.dell.com/offeringspecificterms ("Offer Specific Terms").

In case of Resale only: Should Customer procure any products or services for resale, whether on standalone basis or as part of a solution, Customer shall include the applicable software license terms, services terms, and/or offer-specific terms in a written agreement with the end-user and provide written evidence of doing so upon receipt of request from Supplier.

In case of Financing only: If Customer intends to enter into a financing arrangement ("Financing Agreement") for the products and/or services on this Quote with Dell Financial Services LLC or other funding source pre-approved by Supplier ("FS"), Customer may issue its purchase order to Supplier or to FS. If issued to FS, Supplier will fulfill and invoice FS upon confirmation that: (a) FS intends to enter into a Financing Agreement with Customer for this order; and (b) FS agrees to procure these items from Supplier. Notwithstanding the Financing Agreement, Customer's use (and Customer's resale of and the end-user's use) of these items in the order is subject to the applicable governing agreement between Customer and Supplier, except that title shall transfer from Supplier to FS instead of to Customer. If FS notifies Supplier after shipment that Customer is no longer pursuing a Financing Agreement for these items, or if Customer fails to enter into such Financing Agreement within 120 days after shipment by Supplier, Customer shall promptly pay the Supplier invoice amounts directly to Supplier.

Customer represents that this transaction does not involve: (a) use of U.S. Government funds; (b) use by or resale to the U.S. Government; or (c) maintenance and support of the product(s) listed in this document within classified spaces. Customer further represents that this transaction does not require Supplier's compliance with any statute, regulation or information technology standard applicable to a U.S. Government procurement.

For certain products shipped to end users in California, a State Environmental Fee will be applied to Customer's invoice. Supplier encourages customers to dispose of electronic equipment properly.

Electronically linked terms and descriptions are available in hard copy upon request.

^Dell Business Credit (DBC):

OFFER VARIES BY CREDITWORTHINESS AS DETERMINED BY LENDER. Offered by WebBank to Small and Medium Business customers with approved credit. Taxes, shipping and other charges are extra and vary. Minimum monthly payments are the greater of \$15 or 3% of account balance. Dell Business Credit is not offered to government or public entities, or business entities located and organized outside of the United States.



A quote for your consideration

Based on your business needs, we put the following quote together to help with your purchase decision. Below is a detailed summary of the quote we've created to help you with your purchase decision.

To proceed with this quote, you may respond to this email, order online through your Premier page, or, if you do not have Premier, use this **Quote to Order**.

| | | | |
|----------------------|--------------------------------------|------------|--------------------------|
| Quote No. | 3000095499561.1 | Sales Rep | Katie Burgett |
| Total | \$8,353.92 | Phone | (800) 456-3355, 6179176 |
| Customer # | 24965548 | Email | Katie_Burgett@Dell.com |
| Quoted On | Aug. 20, 2021 | Billing To | PAYABLE ACCTS PAYABLE |
| Expires by | Sep. 19, 2021 | | SUWANNEE COUNTY PROPERTY |
| Contract Name | Dell NASPO Computer | | APPRA |
| Contract Code | Equipment PA - State of FL | | 215 PINE AVE SW STE B |
| Customer Agreement # | C000000010853 | | LIVE OAK, FL 32064-2349 |
| Deal ID | MNWNC-108 / 43211500- WSCA-15-ACS | | |
| | 22617970 | | |

Message from your Sales Rep

Please contact your Dell sales representative if you have any questions or when you're ready to place an order. Thank you for shopping with Dell!

Regards,
Katie Burgett

Shipping Group

| | |
|---------------------------------------------------------------------------------------------------------------------|-------------------|
| Shipping To | Shipping Method |
| ACCTS PAYABLE SUWANNEE COUNTY PROPERTY APPRA 215 PINE AVE SW STE B LIVE OAK, FL 32064 (386) 362-1385 | Standard Delivery |

| Product | Unit Price | Quantity | Subtotal |
|------------------------------------------|------------|----------|------------|
| OptiPlex 7090 Small Form Factor | \$1,083.71 | 3 | \$3,251.13 |
| Dell 24 Monitor - P2422H, 60.5cm (23.8") | \$242.99 | 21 | \$5,102.79 |

| | |
|----------------------------|-------------------|
| Subtotal: | \$8,353.92 |
| Shipping: | \$0.00 |
| Non-Taxable Amount: | \$8,353.92 |
| Taxable Amount: | \$0.00 |
| Estimated Tax: | \$0.00 |

| | |
|---------------|-------------------|
| Total: | \$8,353.92 |
|---------------|-------------------|

Special lease pricing may be available for qualified customers. Please contact your DFS Sales Representative for details.

Shipping Group Details

| | |
|-------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------|
| Shipping To ACCTS PAYABLE SUWANNEE COUNTY PROPERTY APPRA 215 PINE AVE SW STE B LIVE OAK, FL 32064 (386) 362-1385 | Shipping Method Standard Delivery |
|-------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------|

| | | |
|----------------------------------------------------------------------------------------------------------------------------------------------|-----------------|-------------------|
| | Quantity | Subtotal |
| OptiPlex 7090 Small Form Factor | 3 | \$3,251.13 |
| Estimated delivery if purchased today: Oct. 01, 2021 Contract # C000000010853 Customer Agreement # MMWNC-108 / 43211500-WSCA-15-ACS | | |

| Description | SKU | Unit Price | Quantity | Subtotal |
|----------------------------------------------------------------------------------------|-----------|------------|----------|----------|
| OptiPlex 7090 Small Form Factor BTX | 210-AYVK | - | 3 | - |
| Intel Core i5-10505 (6 Cores/12MB/12T/3.2GHz to 4.6GHz/65W); supports Windows 10/Linux | 338-BZOV | - | 3 | - |
| Windows 10 Pro English, French, Spanish | 619-AHKN | - | 3 | - |
| No Microsoft Office License Included – 30 day Trial Offer Only | 658-BCSB | - | 3 | - |
| 16GB (2x8GB) DDR4 non ECC memory | 370-AGFS | - | 3 | - |
| M.2 512GB PCIe NVMe Class 35 Solid State Drive | 400-BEUX | - | 3 | - |
| M.2 22x30 Thermal Pad | 412-AAQT | - | 3 | - |
| M2X3 5 Screw for SSD/ODPE | 773-BBBC | - | 3 | - |
| No Additional Hard Drive | 401-AANH | - | 3 | - |
| NO RAID | 817-BBBN | - | 3 | - |
| Intel Integrated Graphics, Dell OptiPlex | 490-BBFG | - | 3 | - |
| OptiPlex 7090 SFF with 200W (BRZ), Supports up to 8 Core Processors | 329-BFNX | - | 3 | - |
| System Power Cord (Philippine/TH/US) | 450-AAOJ | - | 3 | - |
| DVD +/-RW Bezel | 325-BDSH | - | 3 | - |
| 8x DVD +/-RW 9.5mm Optical Disk Drive | 429-ABFH | - | 3 | - |
| CMS Essentials DVD no Media | 658-BBTV | - | 3 | - |
| No Media Card Reader | 379-BBHM | - | 3 | - |
| No Wireless LAN Card (no WiFi enablement) | 555-BBFO | - | 3 | - |
| No Wireless Driver (no WiFi enablement) | 340-AFMO | - | 3 | - |
| No Additional Cable Requested | 379-BBCY | - | 3 | - |
| No PCIe add-in card | 492-BBFF | - | 3 | - |
| No Additional Add In Cards | 382-BBI X | - | 3 | - |
| No Additional Video Ports | 492-BCKH | - | 3 | - |
| Dell Pro Wireless Keyboard and Mouse - KM5221W - English | 580-AJGG | - | 3 | - |
| Mouse included with Keyboard | 570-AADI | - | 3 | - |
| No Cable Cover | 325-BCZQ | - | 3 | - |
| Support/Assist | 525-BBCI | - | 3 | - |

| | | | | |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|---|---|---|
| Dell Client System Update (Updates latest Dell Recommended BIOS, Drivers, Firmware and Apps) | 658-BBMR | - | 3 | - |
| Waves Maxx Audio | 658-BBRB | - | 3 | - |
| Dell SupportAssist OS Recovery Tool | 658-BEOK | - | 3 | - |
| Dell Optimizer | 658-BEQP | - | 3 | - |
| ENERGY STAR Qualified | 387-BBLW | - | 3 | - |
| Dell Watchdog Timer | 379-BEKK | - | 3 | - |
| Quick Setup Guide 7090 SFF | 340-CVQT | - | 3 | - |
| US Order | 332-1286 | - | 3 | - |
| Print on Demand Label | 389-BDQH | - | 3 | - |
| Trusted Platform Module (Discrete TPM Enabled) | 329-BBJL | - | 3 | - |
| Shipping Material for SFF | 340-CQYR | - | 3 | - |
| Shipping Label | 389-BBUU | - | 3 | - |
| Regulatory Label for OptiPlex 7090 SFF 200W | 389-DZGS | - | 3 | - |
| No Hard Drive Bracket, Dell OptiPlex | 575-BBKX | - | 3 | - |
| Desktop BTS/BTP Shipment | 800-BBIP | - | 3 | - |
| Fixed Hardware Configuration | 998-EWUJ | - | 3 | - |
| Speaker for Tower and SFF | 520-AARD | - | 3 | - |
| No Additional Network Card Selected (Integrated NIC included) | 555-BBJO | - | 3 | - |
| Intel vPro Technology Enabled | 631-ACXI | - | 3 | - |
| EPEAT 2018 Registered (Silver) | 379-BDTO | - | 3 | - |
| Dell Limited Hardware Warranty Plus Service | 812-3886 | - | 3 | - |
| ProSupport Plus: Accidental Damage Service, 5 Years | 812-3938 | - | 3 | - |
| ProSupport Plus: Keep Your Hard Drive, 5 Years | 812-3939 | - | 3 | - |
| ProSupport Plus: Next Business Day Onsite 5 Years | 812-3940 | - | 3 | - |
| ProSupport Plus: 7x24 Technical Support, 5 Years | 812-3941 | - | 3 | - |
| Thank you for choosing Dell ProSupport Plus. For tech support, visit www.dell.com/contactdell or call 1-866-516-3115 | 997-8367 | - | 3 | - |

| | | | | |
|-------------------------------------------------|--|-----------------|-----------------|-------------------|
| | | | Quantity | Subtotal |
| Dell 24 Monitor - P2422H, 60.5cm (23.8") | | \$242.99 | 21 | \$5,102.79 |

Estimated delivery if purchased today:
Oct. 14, 2021
Contract # C000000010853
Customer Agreement # MNWNC-108 / 43211500-WSCA-15-ACS

| Description | SKU | Unit Price | Quantity | Subtotal |
|------------------------------------------|----------|------------|----------|----------|
| Dell 24 Monitor - P2422H, 60.5cm (23.8") | 210-BBCC | - | 21 | - |
| Dell Limited Hardware Warranty | 814-5380 | - | 21 | - |
| Advanced Exchange Service, 3 Years | 814-5381 | - | 21 | - |

| | |
|-----------------------|-------------------|
| Subtotal: | \$8,353.92 |
| Shipping: | \$0.00 |
| Estimated Tax: | \$0.00 |
| Total: | \$8,353.92 |

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Pricing Proposal
Quotation #: 20879309
Created On: 8/16/2021
Valid Until: 9/30/2021

Suwannee County

Inside Account Executive

Ben Cremeans
FL
United States
Phone: (386) 362-0565
Fax:
Email: benc@suwgov.org

Evan Ely
290 Davidson Ave.
Somerset, NJ 08873
Phone: 732-652-0273
Fax: 732-564-8224
Email: Evan_Ely@shi.com

All Prices are in US Dollar (USD)

| Product | Qty | Your Price | Total |
|-------------------------------------------------------------------------------------------------------------------------|-----|------------|-------------|
| 1 Fujitsu fi-7160 - document scanner - desktop - USB 3.0 Fujitsu - Part#: PA03670-B085 Contract Name: Open Market | 12 | \$940.00 | \$11,280.00 |
| | | Subtotal | \$11,280.00 |
| | | Total | \$11,280.00 |

Additional Comments

Please note, if Emergency Connectivity Funds (ECF) will be used to pay for all or part of this quote, please let us know as we will need to ensure compliance with the funding program.

Hardware items on this quote may be updated to reflect changes due to industry wide constraints and fluctuations.

The Products offered under this proposal are resold in accordance with the SHI Online Customer Resale Terms and Conditions, unless a separate resale agreement exists between SHI and the Customer.



Pricing Proposal
 Quotation #: 20816580
 Created On: 8/2/2021
 Valid Until: 9/1/2021

Suwannee County

Inside Account Executive

Ben Cremeans
 FL
 United States
 Phone: (386) 362-0565
 Fax:
 Email: benc@suwgov.org

Evan Ely
 290 Davidson Ave.
 Somersot, NJ 08873
 Phone: 732-662-0273
 Fax: 732-664-8224
 Email: Evan_Ely@shi.com

All Prices are in US Dollar (USD)

| Product | Qty | Your Price | Total |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------|-----|------------|-------------------|
| 1 Office 365 E3GCC User Microsoft - Part#: AAA-11650 Coverage Term: 11/1/2021 – 10/31/2022 Note: 12 Month Cost - *Cannot Order Until After 10/1* | 20 | \$225.00 | \$4,500.00 |
| Total | | | \$4,500.00 |

Additional Comments

Please note, if Emergency Connectivity Funds (ECF) will be used to pay for all or part of this quote, please let us know as we will need to ensure compliance with the funding program.

Hardware items on this quote may be updated to reflect changes due to industry wide constraints and fluctuations.

Thank you for choosing SHI International Corp! The pricing offered on this quote proposal is valid through the expiration date set above. To ensure the best level of service, please provide End User Name, Phone Number, Email Address and applicable Contract Number when submitting a Purchase Order.

SHI International Corp. is 100% Minority Owned, Woman Owned Business.
 TAX ID# 22-3009648; DUNS# 61-1428481; CCR# 61-243957G; CAGE 1HTF0

The Products offered under this proposal are resold in accordance with the SHI Online Customer Resale Terms and Conditions, unless a separate resale agreement exists between SHI and the Customer.

Agenda Item No. 14

Renew agreement with Madden Media for marketing/advertising services for the Suwannee County TDC. (Budgeted item)



345 E. Toole Ave.
 Tucson, AZ 85701
 Office: 520.322.0895
 Fax: 520.322.9438
 mmcontracts@maddenmedia.com

Quote Number: Q-02057
 Expiration Date: 9/17/2021
 Program Title:

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

| Product | Sales Price | Quantity | Line Total |
|-----------------------|---------------|----------|---------------|
| *Advertising Services | USD 42,000.00 | 1 | USD 42,000.00 |

The 2022 Suwannee County TDC Marketing & Media Plan includes strategic planning, marketing execution, and brand development with the primary goals of increasing brand awareness and visitation for Suwannee County. Madden Media's full-service, comprehensive plan also includes the following services:

Subtotal: USD 42,000.00
 Tax: USD 0.00
 Grand Total: USD 42,000.00

MEDIA & WEB SERVICES

- Search Engine Marketing (SEM)
- Remarketing & Prospecting Display & Video Media
- Website Content & Enhancements
- Website Hosting & Maintenance
- Search Engine Optimization (SEO)

ACCOUNT & CREATIVE SERVICES

- Digital & Traditional Ad Creative & Design
- Brochure Content, Design & Final Art
- Account Management
- Digital Media Management

Opportunity Owner: Danah Heye

Quote PDF (Created Date): 8/18/2021

ADDENDUM ONE (1) TO
STANDARD TERMS AND CONDITIONS
FOR DIGITAL AND PRINT MARKETING SERVICES

Suwannee County, a political subdivision of the State of Florida (the "County" or "Advertiser") through its Tourist Development Council and Madden Media (the "MM" or "Publisher ") are entering into certain contract document (s) designated as RFP 2019-08, Addendum I to the RFP, the responsive Quote 00003675 and the accompanying Standard Terms and Conditions for Digital Marketing and Print Production and Advertising Services (collectively the "Contract") for the provision of certain website hosting and maintenance, marketing and advertising services for the Suwannee County Tourist Development Council and for good and valuable consideration, the receipt and sufficiency of which is acknowledged, the County and MM agree to the following Addendum to said Contract 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, 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 MM.
3. 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.
4. 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.
5. 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 levied under the Florida Local Option

Tourist Development Tax, Florida Statute 125.0104, and appropriated by the County's Board of County Commissioners from time to time. MM 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.

6. 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.
7. Any provision of the Contract to the contrary notwithstanding, the County shall make partial payments quarterly. Final payments for the digital advertising campaign will not be made until after the completion and submittal of the campaign report.
8. Any provision of the Contract to the contrary notwithstanding, all content produced for this campaign will be owned by the County.
9. At the end of the initial contract period, the parties may extend the agreement upon mutually agreed terms for periods of one year, said period coinciding with the fiscal year of the County, October 1 through September 30.
10. The existence of this addendum shall be referenced in the documents making up the Contract as well as other documents approving and authorizing execution of the Contract. However, the failure to make any such reference(s) shall not affect the enforceability of this addendum.

As the County's authorized representative _____ Date

As MM's authorized representative _____ Date

Agenda Item No. 15

Renew agreement with Madden Media for marketing/advertising services for the Suwannee County EDO. (Budgeted item)



345 E. Toole Ave.
 Tucson, AZ 85701
 Office: 520.322.0895
 Fax: 520.322.9438
 mmcontracts@maddenmedia.com

Quote Number: Q-02155
 Expiration Date: 10/7/2021
 Program Title:

| | | | |
|-----------------|---------------------------------------------|----------------------|---------------------------------------------|
| Account Name | Suwannee County Economic Development Office | Billing Instructions | Agreement No: 2019-84-06 |
| Contact Name | Jimmy Norris | Bill To Account | Suwannee County Economic Development Office |
| Email | jimmyn@suwcountyfl.gov | Billing Address | 220 Pine Avenue SW Live Oak, FL 32064 |
| Bill To Contact | Jimmy Norris | | |

| Product | Sales Price | Quantity | Line Total |
|-----------------------|---------------|----------|---------------|
| *Advertising Services | USD 50,000.00 | 1 | USD 50,000.00 |

The 2022 Suwannee County EDO Marketing & Media Plan includes strategic planning, brand development, and marketing/media execution with the primary goal of increasing economic growth. Madden Media's full-service, comprehensive plan also includes the following services:

Subtotal: USD 50,000.00
 Tax: USD 0.00
 Grand Total: USD 50,000.00

MEDIA & WEB SERVICES

- Search Engine Marketing (SEM)
- Remarketing & Prospecting Digital Media
- Website Content & Enhancements
- Website Hosting & Maintenance

ACCOUNT & CREATIVE SERVICES

- Digital & Traditional Ad Creative & Design
- Account Management
- Digital Media Management

Opportunity Owner: Danah Heye

Quote PDF (Created Date): 9/7/2021

ADDENDUM ONE (1) TO
STANDARD TERMS AND CONDITIONS
FOR DIGITAL AND PRINT MARKETING SERVICES

Suwannee County, a political subdivision of the State of Florida (the "County" or "Advertiser") through its Economic Development Council and Madden Media (the "MM" or "Publisher") are entering into certain contract document (s) designated as RFP 2019-08, Addendum 1 to the RFP, the responsive Quote 00797 and the accompanying Standard Terms and Conditions for Digital Marketing and Print Production and Advertising Services (collectively the "Contract") for the provision of certain website hosting and maintenance, marketing and advertising services for the Suwannee County Economic Development Council and for good and valuable consideration, the receipt and sufficiency of which is acknowledged, the County and MM agree to the following Addendum to said Contract 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, 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 MM.
3. 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.
4. 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.
5. 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.

6. Any provision of the Contract to the contrary notwithstanding, all content produced for this campaign will be owned by the County.
7. At the end of the initial contract period, the parties may extend the agreement upon mutually agreed terms for periods of one year, said period coinciding with the fiscal year of the County, October 1 through September 30.
8. The existence of this addendum shall be referenced in the documents making up the Contract as well as other documents approving and authorizing execution of the Contract. However, the failure to make any such reference(s) shall not affect the enforceability of this addendum.

As the County's authorized representative

Date

As MM's authorized representative

Date

Agenda Item No. 16

Item:

Authorize County Administrator to execute lease agreement with Ring Investments LLC for six (6) replacement motor graders for the Public Works Department.

Description:

On 2/16/2021 the Board authorized the County Administrator to place the order for six (6) Caterpillar 120 motor graders from Ring Power/Caterpillar. Ring Power proposal was based on 2021 Florida Sheriff's Contract Bid # FSA20-EQU18.0 for a total annual lease payment of \$158,932.56. There is also a request to upgrade the tires at the expense of \$15,982.46.

Budget Impact: The annual lease payment cost of \$158,932.56 has been incorporated into the FY 21-22 budget. The upgrade of the tires will be funded from the Road Department Budget. Once the final budget approval has been approved, the lease payment and tire upgrade invoices will be processed after October 1, 2021.

Requested Action:

Authorize County Administrator to execute the associated lease agreement pending the review and approval from the County Attorney.

Ring Investments, LLC

These Documents were prepared especially for:
Suwannee County BD of Commissioners

Document Checklist

| Customer Executed Documents | Comments |
|----------------------------------------------|---------------------------------------------------------------------|
| ➤ Lease Agreement | Sign on Page 6 |
| ➤ Delivery Certification | Indicate date and location, Sign |
| ➤ Insurance | Enter Agent Info, Fax to Agent, Sign |
| ➤ Machine Repurchase Agreements | Please Sign |
| ➤ Equipment Surveys | Please Sign Pg 1 of 2 |
| ➤ PV and Customer Info Form/Copy of Photo ID | Verify information, make any necessary corrections, initial |
| ➤ Tax Exempt Certificate | Please Provide |
| ➤ Payment in Advance Invoice | Please make check payable to Ring Investments, LLC. Of \$158,932.56 |
| ➤ | |
| ➤ | |
| Salesman: Todd Sandlin | |

RING INVESTMENTS, LLC
GOVERNMENTAL LEASE-OPTION TO PURCHASE AGREEMENT

LESSEE: Suwannee County BD of Commissioners
ADDRESS: 13150 80th Terrace, Live Oak, FL 32064

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

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

Description of Unit(s)

1. New Caterpillar 120LVR Motor Grader s/n Y9A00839
2. New Caterpillar 120LVR Motor Grader s/n Y9A00848
3. New Caterpillar 120LVR Motor Grader s/n Y9A00867
4. New Caterpillar 120LVR Motor Grader s/n Y9A00868
5. New Caterpillar 120LVR Motor Grader s/n Y9A00869
6. New Caterpillar 120LVR Motor Grader s/n Y9A00870

Location of Unit(s): Suwannee County.

PAYMENT TERMS:

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

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

Lessee shall pay to Lessor the sum of Two (2) Lease Payments of \$158,932.56 (One hundred fifty eight thousand nine hundred thirty two and 56/100 dollars) each. The first Lease Payment shall be due and payable on [REDACTED] followed by One (1) successive annual Lease Payment of \$158,932.56 (One hundred fifty eight thousand nine hundred thirty two and 56/100 dollars) which shall be due and payable on the anniversary of the first Lease Payment. Lessee may exercise its option to purchase any of the unit(s) upon 30 days prior written notice to Lessor and payment up to \$968,796.00 (Nine hundred sixty eight thousand seven hundred ninety six and 00/100) for all units, plus all other amounts then owing hereunder.

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

ADDITIONAL TERMS AND CONDITIONS

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

2. PAYMENTS; NET LEASE: During the Lease term, Lessee shall pay Lessor as stated in the above Payment Terms and according to the Payment Schedule shown in Schedule A. Further, upon execution of this Lease, Lessee shall pay Lessor an amount equal to the sum total of the first Lease Payments for all Units (\$158,932.56). This Lease is a net lease, and Lessee shall not be entitled to any abatement or reduction of payment or any setoff against payment, whether arising by reason of any past, present or future claims of any nature by Lessee against Lessor or otherwise. Except as otherwise expressly provided herein, the obligations of Lessor and Lessee shall not be affected by any defect in, damage to, loss of possession or use of any Unit, however caused, by the attachment of any lien or other claim to any Unit, by any interference with Lessee's use of the Unit, for any cause, other than Lessor's failure to satisfy Lessor's Total Maintenance & Repair obligations under this Lease, whether similar or dissimilar to the foregoing, any present or future law to the contrary notwithstanding.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Lessee: Suwannee County BD of Commissioners

Lessor: RING INVESTMENTS, LLC

By _____

By _____

Name: Randy Harris

Name (PRINT) _____

Title: Suwannee County Administrator

Title: _____

Date: _____

Date: _____

SCHEDULE A
Payment Schedule

| | | |
|---|---------------------------------------------------|-------------|
| • | New Caterpillar 120LVR Motor Grader s/n Y9A00839 | \$26,488.76 |
| • | New Caterpillar 120LVR Motor Grader s/n Y9A00848 | \$26,488.76 |
| • | New Caterpillar 120LVR Motor Grader s/n Y9A00867 | \$26,488.76 |
| • | New Caterpillar 120LVR Motor Grader s/n Y9A00868 | \$26,488.76 |
| • | New Caterpillar 120LVR Motor Grader s/n Y9A00869 | \$26,488.76 |
| • | New Caterpillar 120LVR Motor Grader s/n Y9A008170 | \$26,488.76 |

| | |
|------------------------------------------|--------------|
| Total of 1 st Lease Payments: | \$158,932.56 |
|------------------------------------------|--------------|

Suwannee County BD of Commissioners - Y9A00839

Compounding Period: Annual

Nominal Annual Rate: 3.000%

Cash Flow Data - Leases and Lease Payments

| | Event | Date | Amount | Number | Period | End Date |
|---|---------------|------------|------------|--------|--------|------------|
| 1 | Lease | 08/27/2021 | 204,403.00 | 1 | | |
| 2 | Lease Payment | 08/27/2021 | 26,488.76 | 2 | Annual | 08/27/2022 |
| 3 | Residual | 08/27/2023 | 161,466.00 | 1 | | |

TValue Amortization Schedule - Normal, 365 Day Year

| | Date | Lease Payment | Residual | Interest | Principal | Balance |
|---------------------|------------|------------------|-------------------|------------------|-------------------|------------|
| Lease | 08/27/2021 | | | | | 204,403.00 |
| 1 | 08/27/2021 | 26,488.76 | | 0.00 | 26,488.76 | 177,914.24 |
| 2021 Totals | | 26,488.76 | 0.00 | 0.00 | 26,488.76 | |
| 2 | 08/27/2022 | 26,488.76 | | 5,337.53 | 21,151.23 | 156,763.01 |
| 2022 Totals | | 26,488.76 | 0.00 | 5,337.53 | 21,151.23 | |
| Residual | 08/27/2023 | | 161,466.00 | 4,702.99 | 156,763.01 | 0.00 |
| 2023 Totals | | 0.00 | 161,466.00 | 4,702.99 | 156,763.01 | |
| Grand Totals | | 52,977.52 | 161,466.00 | 10,040.52 | 204,403.00 | |

Last interest amount increased by 0.01 due to rounding.

| ANNUAL PERCENTAGE RATE | FINANCE CHARGE | Amount Financed | Total of Payments |
|-------------------------------------------|---------------------------------------------|---------------------------------------------------------|------------------------------------------------------------------------------|
| The cost of your credit as a yearly rate. | The dollar amount the credit will cost you. | The amount of credit provided to you or on your behalf. | The amount you will have paid after you have made all payments as scheduled. |
| 3.000% | \$10,040.52 | \$204,403.00 | \$214,443.52 |

Suwannee County BD of Commissioners - Y9A00848

Compounding Period: Annual

Nominal Annual Rate: 3.000%

Cash Flow Data - Leases and Lease Payments

| Event | Date | Amount | Number | Period | End Date |
|-----------------|------------|------------|--------|--------|------------|
| 1 Lease | 08/27/2021 | 204,403.00 | 1 | | |
| 2 Lease Payment | 08/27/2021 | 26,488.76 | 2 | Annual | 08/27/2022 |
| 3 Residual | 08/27/2023 | 161,466.00 | 1 | | |

TValue Amortization Schedule - Normal, 365 Day Year

| Date | Lease Payment | Residual | Interest | Principal | Balance |
|---------------------|------------------|-------------------|------------------|-------------------|------------|
| Lease 08/27/2021 | | | | | 204,403.00 |
| 1 08/27/2021 | 26,488.76 | | 0.00 | 26,488.76 | 177,914.24 |
| 2021 Totals | 26,488.76 | 0.00 | 0.00 | 26,488.76 | |
| 2 08/27/2022 | 26,488.76 | | 5,337.53 | 21,151.23 | 156,763.01 |
| 2022 Totals | 26,488.76 | 0.00 | 5,337.53 | 21,151.23 | |
| Residual 08/27/2023 | | 161,466.00 | 4,702.99 | 156,763.01 | 0.00 |
| 2023 Totals | 0.00 | 161,466.00 | 4,702.99 | 156,763.01 | |
| Grand Totals | 52,977.52 | 161,466.00 | 10,040.52 | 204,403.00 | |

Last interest amount increased by 0.01 due to rounding.

| ANNUAL PERCENTAGE RATE | FINANCE CHARGE | Amount Financed | Total of Payments |
|-------------------------------------------|---------------------------------------------|---------------------------------------------------------|------------------------------------------------------------------------------|
| The cost of your credit as a yearly rate. | The dollar amount the credit will cost you. | The amount of credit provided to you or on your behalf. | The amount you will have paid after you have made all payments as scheduled. |
| 3.000% | \$10,040.52 | \$204,403.00 | \$214,443.52 |

Suwannee County BD of Commissioners - Y9A00867

Compounding Period: Annual

Nominal Annual Rate: 3.000%

Cash Flow Data - Leases and Lease Payments

| Event | Date | Amount | Number | Period | End Date |
|-----------------|------------|------------|--------|--------|------------|
| 1 Lease | 08/27/2021 | 204,403.00 | 1 | | |
| 2 Lease Payment | 08/27/2021 | 26,488.76 | 2 | Annual | 08/27/2022 |
| 3 Residual | 08/27/2023 | 161,466.00 | 1 | | |

TValue Amortization Schedule - Normal, 365 Day Year

| Date | Lease Payment | Residual | Interest | Principal | Balance |
|---------------------|------------------|-------------------|------------------|-------------------|------------|
| Lease 08/27/2021 | | | | | 204,403.00 |
| 1 08/27/2021 | 26,488.76 | | 0.00 | 26,488.76 | 177,914.24 |
| 2021 Totals | 26,488.76 | 0.00 | 0.00 | 26,488.76 | |
| 2 08/27/2022 | 26,488.76 | | 5,337.53 | 21,151.23 | 156,763.01 |
| 2022 Totals | 26,488.76 | 0.00 | 5,337.53 | 21,151.23 | |
| Residual 08/27/2023 | | 161,466.00 | 4,702.99 | 156,763.01 | 0.00 |
| 2023 Totals | 0.00 | 161,466.00 | 4,702.99 | 156,763.01 | |
| Grand Totals | 52,977.52 | 161,466.00 | 10,040.52 | 204,403.00 | |

Last interest amount increased by 0.01 due to rounding.

| ANNUAL PERCENTAGE RATE | FINANCE CHARGE | Amount Financed | Total of Payments |
|-------------------------------------------|---------------------------------------------|---------------------------------------------------------|------------------------------------------------------------------------------|
| The cost of your credit as a yearly rate. | The dollar amount the credit will cost you. | The amount of credit provided to you or on your behalf. | The amount you will have paid after you have made all payments as scheduled. |
| 3.000% | \$10,040.52 | \$204,403.00 | \$214,443.52 |

Suwannee County BD of Commissioners - Y9A00868

Compounding Period: Annual

Nominal Annual Rate: 3.000%

Cash Flow Data - Leases and Lease Payments

| Event | Date | Amount | Number | Period | End Date |
|-----------------|------------|------------|--------|--------|------------|
| 1 Lease | 08/27/2021 | 204,403.00 | 1 | | |
| 2 Lease Payment | 08/27/2021 | 26,488.76 | 2 | Annual | 08/27/2022 |
| 3 Residual | 08/27/2023 | 161,466.00 | 1 | | |

TValue Amortization Schedule - Normal, 365 Day Year

| | Date | Lease Payment | Residual | Interest | Principal | Balance |
|---------------------|------------|------------------|-------------------|------------------|-------------------|------------|
| Lease | 08/27/2021 | | | | | 204,403.00 |
| 1 | 08/27/2021 | 26,488.76 | | 0.00 | 26,488.76 | 177,914.24 |
| 2021 Totals | | 26,488.76 | 0.00 | 0.00 | 26,488.76 | |
| 2 | 08/27/2022 | 26,488.76 | | 5,337.53 | 21,151.23 | 156,763.01 |
| 2022 Totals | | 26,488.76 | 0.00 | 5,337.53 | 21,151.23 | |
| Residual | 08/27/2023 | | 161,466.00 | 4,702.99 | 156,763.01 | 0.00 |
| 2023 Totals | | 0.00 | 161,466.00 | 4,702.99 | 156,763.01 | |
| Grand Totals | | 52,977.52 | 161,466.00 | 10,040.52 | 204,403.00 | |

Last interest amount increased by 0.01 due to rounding.

| ANNUAL PERCENTAGE RATE | FINANCE CHARGE | Amount Financed | Total of Payments |
|-------------------------------------------|---------------------------------------------|---------------------------------------------------------|------------------------------------------------------------------------------|
| The cost of your credit as a yearly rate. | The dollar amount the credit will cost you. | The amount of credit provided to you or on your behalf. | The amount you will have paid after you have made all payments as scheduled. |
| 3.000% | \$10,040.52 | \$204,403.00 | \$214,443.52 |

Suwannee County BD of Commissioners - Y9A00869

Compounding Period: Annual

Nominal Annual Rate: 3.000%

Cash Flow Data - Leases and Lease Payments

| Event | Date | Amount | Number | Period | End Date |
|-----------------|------------|------------|--------|--------|------------|
| 1 Lease | 08/27/2021 | 204,403.00 | 1 | | |
| 2 Lease Payment | 08/27/2021 | 26,488.76 | 2 | Annual | 08/27/2022 |
| 3 Residual | 08/27/2023 | 161,466.00 | 1 | | |

TValue Amortization Schedule - Normal, 365 Day Year

| Date | Lease Payment | Residual | Interest | Principal | Balance |
|---------------------|------------------|-------------------|------------------|-------------------|------------|
| Lease 08/27/2021 | | | | | 204,403.00 |
| 1 08/27/2021 | 26,488.76 | | 0.00 | 26,488.76 | 177,914.24 |
| 2021 Totals | 26,488.76 | 0.00 | 0.00 | 26,488.76 | |
| 2 08/27/2022 | 26,488.76 | | 5,337.53 | 21,151.23 | 156,763.01 |
| 2022 Totals | 26,488.76 | 0.00 | 5,337.53 | 21,151.23 | |
| Residual 08/27/2023 | | 161,466.00 | 4,702.99 | 156,763.01 | 0.00 |
| 2023 Totals | 0.00 | 161,466.00 | 4,702.99 | 156,763.01 | |
| Grand Totals | 52,977.52 | 161,466.00 | 10,040.52 | 204,403.00 | |

Last interest amount increased by 0.01 due to rounding.

| ANNUAL PERCENTAGE RATE | FINANCE CHARGE | Amount Financed | Total of Payments |
|-------------------------------------------|---------------------------------------------|---------------------------------------------------------|------------------------------------------------------------------------------|
| The cost of your credit as a yearly rate. | The dollar amount the credit will cost you. | The amount of credit provided to you or on your behalf. | The amount you will have paid after you have made all payments as scheduled. |
| 3.000% | \$10,040.52 | \$204,403.00 | \$214,443.52 |

Suwannee County BD of Commissioners - Y9A00870

Compounding Period: Annual

Nominal Annual Rate: 3.000%

Cash Flow Data - Leases and Lease Payments

| Event | Date | Amount | Number | Period | End Date |
|-----------------|------------|------------|--------|--------|------------|
| 1 Lease | 08/27/2021 | 204,403.00 | 1 | | |
| 2 Lease Payment | 08/27/2021 | 26,488.76 | 2 | Annual | 08/27/2022 |
| 3 Residual | 08/27/2023 | 161,466.00 | 1 | | |

TValue Amortization Schedule - Normal, 365 Day Year

| Date | Lease Payment | Residual | Interest | Principal | Balance |
|---------------------|------------------|-------------------|------------------|-------------------|------------|
| Lease 08/27/2021 | | | | | 204,403.00 |
| 1 08/27/2021 | 26,488.76 | | 0.00 | 26,488.76 | 177,914.24 |
| 2021 Totals | 26,488.76 | 0.00 | 0.00 | 26,488.76 | |
| 2 08/27/2022 | 26,488.76 | | 5,337.53 | 21,151.23 | 156,763.01 |
| 2022 Totals | 26,488.76 | 0.00 | 5,337.53 | 21,151.23 | |
| Residual 08/27/2023 | | 161,466.00 | 4,702.99 | 156,763.01 | 0.00 |
| 2023 Totals | 0.00 | 161,466.00 | 4,702.99 | 156,763.01 | |
| Grand Totals | 52,977.52 | 161,466.00 | 10,040.52 | 204,403.00 | |

Last interest amount increased by 0.01 due to rounding.

| ANNUAL PERCENTAGE RATE | FINANCE CHARGE | Amount Financed | Total of Payments |
|-------------------------------------------|---------------------------------------------|---------------------------------------------------------|------------------------------------------------------------------------------|
| The cost of your credit as a yearly rate. | The dollar amount the credit will cost you. | The amount of credit provided to you or on your behalf. | The amount you will have paid after you have made all payments as scheduled. |
| 3.000% | \$10,040.52 | \$204,403.00 | \$214,443.52 |

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

Customer Information Verification

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

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

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

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

Customer Initials _____

This page has been intentionally removed

Personal Verification Form

I have determined from my personal experience the identity of each of the below-listed individuals associated with the referenced transaction. (Please Print); **or**

I have reviewed a photo identification of each of the below listed individuals associated with the referenced transaction and compared the appearance of the presenting individual to the photo identification. (Please Print)

Name of customer/transaction: _____

1. **Individual's name and title:** _____

a) **Basis of personal knowledge:** _____

b) **Manual verification of photo identification:**

Type of identification reviewed: _____, State of issuance: _____,

Document number: _____, Address shown on identification: _____.

2. **Individual's name and title:** _____

a) **Basis of personal knowledge:** _____

b) **Manual verification of photo identification:**

Type of identification reviewed: _____, State of issuance: _____,

Document number: _____, Address shown on identification: _____.

3. **Individual's name and title:** _____

a) **Basis of personal knowledge:** _____

b) **Manual verification of photo identification:**

Type of identification reviewed: _____, State of issuance: _____,

Document number: _____, Address shown on identification: _____.

Signature of Ring Investments LLC or Dealer representative completing this form:

Signature

Print Name

Date

DELIVERY CERTIFICATION

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

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

Description of Unit(s)

1. New Caterpillar 120LVR Motor Grader s/n Y9A00839
2. New Caterpillar 120LVR Motor Grader s/n Y9A00848
3. New Caterpillar 120LVR Motor Grader s/n Y9A00867
4. New Caterpillar 120LVR Motor Grader s/n Y9A00868
5. New Caterpillar 120LVR Motor Grader s/n Y9A00869
6. New Caterpillar 120LVR Motor Grader s/n Y9A00870

Location

Possession Date: _____

Signature: _____

Name: Randy Harris

Title: Suwannee County Administrator

Date: _____

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

INSURANCE COVERAGE FOR CONTRACTED EQUIPMENT

TO: Insurance Agency

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

EQUIPMENT: (6) CAT 120LVR Motor Graders s/n Y9A00839, Y9A00848, Y9A00867, Y9A00868, Y9A00869,
Y9A00870
VALUED AT \$204,403.00 Each
Description, including Serial Number

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

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

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

Insurance Agent: B.W. Helvenston & Sons

Address: I 00 East Howard Street, Live Oak, FL. 32064

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

Email: lharvard@windstream.net

Contact Name: Lee Harvard

Policy Number: Agreement # FMIT0579

Randy Harris
Print Name Customer Signature Date

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

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

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



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

Date: **8/28/2021**

Machine Repurchase Agreement

Quote Prepared for: **Suwannee County BD of Commissioners**

Machine Description

| Serial Number | Make | Model |
|-------------------------------------------------------|---------|----------------------|
| Y9A00839;Y9A00848;Y9A00867;Y9A00868;Y9A00869;Y9A00870 | (6) CAT | 120 LVR Motor Grader |

Guarantee Repurchase Option: Term – 2 years, 3,000 Total Hours; Guaranteed Repurchase Option - \$161,466.00 Each

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

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

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

OR

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

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

Randy Harris

Name of Authorized Customer Representative
Suwannee County Administrator

Title

Signature

Date: _____

Updated: 4/4/17

Ring Power Sales Rep.

Date: _____

Ring Power Sales Manager

Date: _____

**RING INVESTMENTS, LLC
EQUIPMENT APPLICATION SURVEY**

Customer Name: Suwannee County BD of Commissioners Location: 13150 80th Terrace, Live Oak, FL 32064
 Make: CAT Model: 120LVR Quantity: 1 S/N: Y9A00839
 Annual Usage: 1500 Hours **Current** Hours: Dealer: Ring Power Dealer Location: Saint Augustine, FL

***** IMPORTANT INFORMATION *****

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

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

MAJOR ATTACHMENTS (Check all that apply):

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

Other:

BLADES AND BUCKETS (Check all that apply):

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

Other:

MARKET CATEGORIES (Check all that apply):

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

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

Lessee: **Suwannee County BD of Commissioners**

Lessor: **RING INVESTMENTS, LLC**

Signature: _____

Signature: _____

Print Name: **Randy Harris**

Print Name: _____

Title: **Suwannee County Administrator**

Title: _____

Date: _____

Date: _____

MANDATORY CONDITION OF EQUIPMENT UPON RETURN:

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

MAINTENANCE AND GENERAL REQUIREMENTS:

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

Specific TIREWARE AND SAFETY REQUIREMENTS:

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

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

REMAINING LIFE REQUIREMENTS:

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

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

REMEDY FOR RETURN CONDITIONS:

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

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

MAXIMUM USAGE:

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

Total Lease Hours 1500 + Current Hours () = Total Allowable Machine Hours ()

OVERUSE CALCULATION:

In addition to the Lessor's other rights herunder and not in lieu thereof, Lessee shall pay Lessor additional rent for each hour in excess of the Total Allowable Machine Miles established for the Lease as stated above. This hourly rate shall be **\$17.66 per hour**. Please note: To avoid overuse charges, notify Ring Power Corporation immediately of any increase in machine usage that will cause the total usage to exceed the "Total Allowable Machine Hours" as stated above. The Lease contract will be adjusted to reflect the correct hours usage.

**RING INVESTMENTS, LLC
EQUIPMENT APPLICATION SURVEY**

Customer Name: Suwannee County BD of Commissioners **Location:** 13150 80th Terrace, Live Oak, FL 32064
Make: CAT **Model:** 120LVR **Quantity:** 1 **S/N:** Y9A00848
Annual Usage: 1500 Hours **Current Hours:** **Dealer:** Ring Power **Dealer Location:** Saint Augustine, FL

***** IMPORTANT INFORMATION *****

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

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

MAJOR ATTACHMENTS (Check all that apply):

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

Other:

BLADES AND BUCKETS (Check all that apply):

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

Other:

MARKET CATEGORIES (Check all that apply):

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

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

Lessee: **Suwannee County BD of Commissioners** Lessor: **RING INVESTMENTS, LLC**
Signature: _____ **Signature:** _____
Print Name: **Randy Harris** **Print Name:** _____
Title: **Suwannee County Administrator** **Title:** _____
Date: _____ **Date::** _____

MANDATORY CONDITION OF EQUIPMENT UPON RETURN:

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

MAINTENANCE AND GENERAL REQUIREMENTS:

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

Specific TINTWARE AND SAFETY REQUIREMENTS:

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

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

REMAINING LIFE REQUIREMENTS:

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

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

REMEDY FOR RETURN CONDITIONS:

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

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

MAXIMUM USAGE:

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

Total Lease Hours 1500 + Current Hours _____ = Total Allowable Machine Hours _____

OVERUSE CALCULATION:

In addition to the Lessor's other rights herunder and not in lieu thereof, Lessee shall pay Lessor additional rent for each hour in excess of the Total Allowable Machine Miles established for the Lease as stated above. This hourly rate shall be \$17.66 per hour. **Please note: To avoid overuse charges, notify Ring Power Corporation immediately of any increase in machine usage that will cause the total usage to exceed the "Total Allowable Machine Hours" as stated above. The Lease contract will be adjusted to reflect the correct hours usage.**

**RING INVESTMENTS, LLC
EQUIPMENT APPLICATION SURVEY**

Customer Name: Suwannee County BD of Commissioners **Location:** 13150 80th Terrace, Live Oak, FL 32064
Make: CAT **Model:** 120LVR **Quantity:** 1 **S/N:** Y9A00867
Annual Usage: 1500 Hours **Current Hours:** **Dealer:** Ring Power **Dealer Location:** Saint Augustine, FL

***** IMPORTANT INFORMATION *****

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

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

MAJOR ATTACHMENTS (Check all that apply):

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

Other:

BLADES AND BUCKETS (Check all that apply):

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

Other:

MARKET CATEGORIES (Check all that apply):

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

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Lessee: **Suwannee County BD of Commissioners**

Lessor: **RING INVESTMENTS, LLC**

Signature: _____ **Signature:** _____

Print Name: Randy Harris **Print Name:** _____

Title: Suwannee County Administrator **Title:** _____

Date: _____ **Date:** _____

MANDATORY CONDITION OF EQUIPMENT UPON RETURN:

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

MAINTENANCE AND GENERAL REQUIREMENTS:

- Give the Lessor sixty (60) days notice prior to the Lease termination date of Lessee's intention to return any and all units to the Lessor.
- Return the units in the same configuration, with all attachments, as when delivered at lease inception. Lessee is responsible for costs, including but not limited to, fees, taxes and duties associated with tear down, loading, shipping and unloading of units to a site designated by the Lessor.
- Ensure the units upon return are thoroughly cleaned, steamed cleaned if available, and free from all oil, hydraulic and fuel leaks.
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Specific TINWARE AND SAFETY REQUIREMENTS:

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

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

REMAINING LIFE REQUIREMENTS:

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

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

REMEDY FOR RETURN CONDITIONS:

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

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

MAXIMUM USAGE:

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

Total Lease Hours 1500 + Current Hours _____ = Total Allowable Machine Hours _____

OVERUSE CALCULATION:

In addition to the Lessor's other rights herunder and not in lieu thereof, Lessee shall pay Lessor additional rent for each hour in excess of the Total Allowable Machine Miles established for the Lease as stated above. This hourly rate shall be **\$17.66 per hour**. **Please note: To avoid overuse charges, notify Ring Power Corporation immediately of any increase in machine usage that will cause the total usage to exceed the "Total Allowable Machine Hours" as stated above. The Lease contract will be adjusted to reflect the correct hours usage.**

**RING INVESTMENTS, LLC
EQUIPMENT APPLICATION SURVEY**

Customer Name: Suwannee County BD of Commissioners Location: 13150 80th Terrace, Live Oak, FL 32064
 Make: CAT Model: 120LVR Quantity: 1 S/N: Y9A00868
 Annual Usage: 1500 Hours **Current** Hours: Dealer: Ring Power Dealer Location: Saint Augustine, FL

***** IMPORTANT INFORMATION *****

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

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

MAJOR ATTACHMENTS (Check all that apply):

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

Other:

BLADES AND BUCKETS (Check all that apply):

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

Other:

MARKET CATEGORIES (Check all that apply):

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

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

Lessee: **Suwannee County BD of Commissioners**

Lessor: **RING INVESTMENTS, LLC**

Signature:

Signature:

Print Name: Randy Harris

Print Name:

Title: Suwannee County Administrator

Title:

Date:

Date::

MANDATORY CONDITION OF EQUIPMENT UPON RETURN:

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

MAINTENANCE AND GENERAL REQUIREMENTS:

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

Specific TINWARE AND SAFETY REQUIREMENTS:

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

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

REMAINING LIFE REQUIREMENTS:

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

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

REMEDY FOR RETURN CONDITIONS:

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

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

MAXIMUM USAGE:

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

Total Lease Hours 1500 + Current Hours _____ = Total Allowable Machine Hours _____

OVERUSE CALCULATION:

In addition to the Lessor's other rights herunder and not in lieu thereof, Lessee shall pay Lessor additional rent for each hour in excess of the Total Allowable Machine Miles established for the Lease as stated above. This hourly rate shall be **\$17.66 per hour. Please note: To avoid overuse charges, notify Ring Power Corporation immediately of any increase in machine usage that will cause the total usage to exceed the "Total Allowable Machine Hours" as stated above. The Lease contract will be adjusted to reflect the correct hours usage.**

**RING INVESTMENTS, LLC
EQUIPMENT APPLICATION SURVEY**

Customer Name: Suwannee County BD of Commissioners Location: 13150 80th Terrace, Live Oak, FL 32064
 Make: CAT Model: 120LVR Quantity: 1 S/N: Y9A00869
 Annual Usage: 1500 Hours **Current** Hours: Dealer: Ring Power Dealer Location: Saint Augustine, FL

***** IMPORTANT INFORMATION *****

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

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

MAJOR ATTACHMENTS (Check all that apply):

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

Other:

BLADES AND BUCKETS (Check all that apply):

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

Other:

MARKET CATEGORIES (Check all that apply):

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

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

Lessee: **Suwannee County BD of Commissioners**

Lessor: **RING INVESTMENTS, LLC**

Signature: _____

Signature: _____

Print Name: Randy Harris

Print Name: _____

Title: Suwannee County Administrator

Title: _____

Date: _____

Date:: _____

MANDATORY CONDITION OF EQUIPMENT UPON RETURN:

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

MAINTENANCE AND GENERAL REQUIREMENTS:

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

Specific TINTWARE AND SAFETY REQUIREMENTS:

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

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

REMAINING LIFE REQUIREMENTS:

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

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

REMEDY FOR RETURN CONDITIONS:

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

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

MAXIMUM USAGE:

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

Total Lease Hours 1500 + Current Hours = Total Allowable Machine Hours

OVERUSE CALCULATION:

In addition to the Lessor's other rights herunder and not in lieu thereof, Lessee shall pay Lessor additional rent for each hour in excess of the Total Allowable Machine Miles established for the Lease as stated above. This hourly rate shall be \$17.66 per hour. **Please note: To avoid overuse charges, notify Ring Power Corporation immediately of any increase in machine usage that will cause the total usage to exceed the "Total Allowable Machine Hours" as stated above. The Lease contract will be adjusted to reflect the correct hours usage.**

**RING INVESTMENTS, LLC
EQUIPMENT APPLICATION SURVEY**

Customer Name: Suwannee County BD of Commissioners **Location:** 13150 80th Terrace, Live Oak, FL 32064
Make: CAT **Model:** 120LVR **Quantity:** 1 **S/N:** Y9A00870
Annual Usage: 1500 Hours **Current Hours:** **Dealer:** Ring Power **Dealer Location:** Saint Augustine, FL

***** IMPORTANT INFORMATION *****

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

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

MAJOR ATTACHMENTS (Check all that apply):

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

Other:

BLADES AND BUCKETS (Check all that apply):

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

Other:

MARKET CATEGORIES (Check all that apply):

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

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

Lessee: **Suwannee County BD of Commissioners**

Lessor: **RING INVESTMENTS, LLC**

Signature: _____ **Signature:** _____

Print Name: Randy Harris **Print Name:** _____

Title: Suwannee County Administrator **Title:** _____

Date: _____ **Date:** _____

MANDATORY CONDITION OF EQUIPMENT UPON RETURN:

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

MAINTENANCE AND GENERAL REQUIREMENTS:

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

Specific TINTWARE AND SAFETY REQUIREMENTS:

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

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

REMAINING LIFE REQUIREMENTS:

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

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

REMEDY FOR RETURN CONDITIONS:

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

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

MAXIMUM USAGE:

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

Total Lease Hours 1500 + Current Hours _____ = Total Allowable Machine Hours _____

OVERUSE CALCULATION:

In addition to the Lessor's other rights herunder and not in lieu thereof, Lessee shall pay Lessor additional rent for each hour in excess of the Total Allowable Machine Miles established for the Lease as stated above. This hourly rate shall be \$17.66 per hour. **Please note: To avoid overuse charges, notify Ring Power Corporation immediately of any increase in machine usage that will cause the total usage to exceed the "Total Allowable Machine Hours" as stated above. The Lease contract will be adjusted to reflect the correct hours usage.**



RING
INVESTMENTS, LLC

Ring Investments, LLC
500 World Commerce Parkway
St Augustine, FL 32092
904-484-1101

Invoice Date:
8/30/21

INVOICE

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

Invoice No.:
44804

Payment Due Date:
9/1/2021

Account No.:
SUWANNEECO.42

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

Description of Unit(s)

- 1. New Caterpillar 120LVR Motor Grader s/n Y9A00839
- 1. New Caterpillar 120LVR Motor Grader s/n Y9A00848
- 2. New Caterpillar 120LVR Motor Grader s/n Y9A00867
- 3. New Caterpillar 120LVR Motor Grader s/n Y9A00868
- 4. New Caterpillar 120LVR Motor Grader s/n Y9A00869
- 5. New Caterpillar 120LVR Motor Grader s/n Y9A00870

\$26,488.76 PER UNIT X 6 UNITS

AMOUNT \$158,932.56

We appreciate your prompt payment
Fax: 904-281-0155
Email: Susan.Richardson@ringpower.com or April.Rado@ringpower.com

Please make check payable to and mail to:
Ring Investments, LLC
500 World Commerce Parkway
St. Augustine, FL 32092

ADDENDUM TO LEASE CONTRACT

Suwannee County, a political subdivision of the State of Florida (the “County”) and Ring Investments, LLC
500 World Commerce Pkwy
St. Augustine, FL. 32092 (the “Lessor”)

are entering into certain contract document(s) designated as Lease Purchase Agreement dated October XX, 2021 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. *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 Lessor assumes all risk that the Contract does not comply with Florida law including, without limitation, the provisions of Florida law referenced above. The rendering of any provisions of the Contract unenforceable by the operation of law shall not be deemed a material breach of the Contract nor relieve any party of its rights or obligations which may remain under the Contract. As the Lessor assumes all risk that a provision of the Contract may be rendered unenforceable under Florida law, the Lessor shall not able to claim that it justifiably relied on any representation it believes may have been made by the County to the contrary.
8. 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.
9. 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.

10. 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.
11. 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.
12. 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. The Lessor will execute and deliver to the County all writings reasonably required by the County to accomplish the same.
13. 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.
14. 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.

Date

As the County's authorized representative

Date

As the Lessor's authorized representative



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.



MILLER BROS.
GIANT TIRE SERVICE
"Earthmover and Mining Tire Specialist"

"EARTHMOVER AND MINING TIRE SPECIALIST"
 925 West Lancaster Road Orlando, FL 32809
 407-855-9621 * FAX 407-857-4996 * ORL.Dispatcher@mbgts.net

Customer: Ring Power
 Contact: Scott Flowers
 Email: _____
 Phone: _____
 Location: Ocala location

Date: 3/22/2021
 Quoted by: MATT ARMSTRONG
 Mobile: 813-528-2958
 Office: 800-245-9621
 Email: Matt.armstrong@mbgts.net

| QTY | DESCRIPTION | PRICE EACH | EXT |
|--------------------------------------------------------------------------------------|----------------------------------------------------|----------------------------|----------------|
| | | | \$ - |
| 36 | 17.5R25 Firestone AT Radial | \$900.00 | \$ 32,400.00 |
| | (Ranger Discount) | | |
| -36 | 17.5-25 Firestone SGG 12ply | -\$550.00 | \$ (19,800.00) |
| | | | |
| | | | \$ 144.98 |
| 1 | Service Call OTR | | |
| LABOR - PIECE WORK | | | |
| | WATER FILL | | |
| | REPAIRS: (Size) | | \$ - |
| 36 | Dismount/Mount 25" | \$69.98 | \$ 2,519.28 |
| | Press On Solids | | |
| | Tire Collant 6 gallons per tire 5 gallons per tire | | |
| 36 | O-RINGS 25" | \$19.95 | \$ 718.20 |
| | VALVE HARDWARE | | |
| | FUEL S-C | | \$ - |
| | OFF TIRES IN FOR POSSIBLE RETREAD | | |
| <i>Prices are good for 30 days, unless otherwise specially stated.</i> | | SUBTOTAL | \$ 15,982.46 |
| <i>Standard terms on established commercial accounts are Net 1st 10th</i> | | SALES TAX 6.5% or a | |
| <i>***Credit Card processing fee of 2.5% will be charged if card is not present.</i> | | Charge Account | |
| <i>Prices subject to mathematical correctness</i> | | TOTAL | |
| Notes: | | | |
| | | | |

Agenda Item No. 17

At 5:05 p. m., or as soon thereafter as the matter can be heard, **hold a public hearing** to consider adoption of a ordinance pertaining to LDR 21-03, an application, by Charles Jacob Garrett, to amend the Official Zoning Atlas of Suwannee County by Changing the Zoning designation from AGRICULTURE-1 (A-1) to COMMERCIAL NEIGHBORHOOD (CN).

SUWANNEE COUNTY
LAND DEVELOPMENT REGULATIONS AMENDMENT
APPLICATION

Name of Applicant(s): Charles Jacob Garrett

Address: PO Box 1208

City, State, Zip Code: Branford, FL 32008

Telephone: 386-438-4611

Name of Applicant's Agent (if applicable): Charles Joseph Garrett

Address: PO Box 1208

City, State, Zip Code: Branford, FL 32008

Telephone: 386-438-4611

Please complete the following for proposed amendments to the Official Zoning Atlas.
For amendments to the text of the Land Development Regulations, which do not require an
Official Zoning Atlas amendment, please omit responses to Part I and complete Part II of this
Application.

PART I

Legal Description:

PART OF THE NORTHEAST ¼ OF THE SOUTHEAST ¼ OF SECTION 24, TOWNSHIP 6 SOUTH, RANGE 14 EAST, SUWANNEE COUNTY, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS; FOR POINT OF BEGINNING COMMENCE THE INTERSECTION OF THE SOUTH LINE OF SAID NORTHEAST ¼ OF THE SOUTHEAST ¼ AND THE WEST RIGHT-OF-WAY LINE OF U.S. HIGHWAY 129, THENCE RUN NORTH 89°47'54" WEST ALONG THE SOUTH LINE OF SAID NORTHEAST ¼ OF THE SOUTHEAST ¼, A DISTANCE OF 198.00 FEET; THENCE RUN NORTH 00°15'06" EAST, A DISTANCE OF 220.00 FEET; THENCE RUN SOUTH 89°47'54" EAST, A DISTANCE OF 198.00 FEET TO THE WEST RIGHT-OF-WAY LINE OF SAID U.S. HIGHWAY NO. 129; THENCE RUN SOUTH 00°15'06" WEST ALONG SAID WEST RIGHT-OF-WAY LINE A DISTANCE OF 220.00 FEET TO THE POINT OF BEGINNING.
CONTAINING: 1.00 ACRES MORE OR LESS

Total acreage of land to be considered under this amendment: 1 Acre

Present Use: Agriculture
(commercial, industrial, residential, agricultural, vacant, etc.)

Zoning District:

Present: Agriculture

Requested: Commercial Neighborhood

Future Land Use Plan Map Category: Agriculture-1

APPLICATION FOR AMENDMENT
OF THE LAND DEVELOPMENT REGULATIONS

PART II

For amendments to the text of the Land Development Regulations, please provide in the space provided below (or on separate pages to be attached and made a part herewith) the text of the proposed amendment.

APPLICATION FOR AMENDMENT
OF THE LAND DEVELOPMENT REGULATIONS

A previous application for amendment to the Land Development Regulations:

_____ was made with respect to these premises, Application No.

was not made with respect to these premises.

I hereby certify that all of the above statements and statements contained in any documents or plans submitted herewith are true and accurate to the best of my knowledge and belief.

If title holder(s) are represented by an agent, a letter of such designation from the title holder(s) addressed to the Land Development Regulations Administrator must be attached.

Charles Joseph Garrett

Applicant/Agent Name (Type or Print Name)

Charles Garrett dotloop verified
06/16/21 1:53 PM EDT
KXHJ-DS14-M5MW-WUNK

Applicant/Agent Signature

06/16/2021

Date

FOR OFFICE USE ONLY

Date Filed: _____

Application No: _____

Fee Amount: _____

Receipt No. _____

Date of Planning and Zoning Board Public Hearing: _____

Date notice published: _____

Newspaper: _____

Date of Local Planning Agency Public Hearing: _____

Date notice published: _____

Newspaper: _____

Date(s) of Board of County Commissioners Public Hearing(s): (1) _____ (2) _____

Date(s) notice published: (1) _____ (2) _____

Newspaper: _____

Date Notice of Enactment of Ordinance published: _____

Newspaper: _____

Board of County Commissioners decision: _____

(Granted/Denied)



PARCEL DETAILS

External Map Links

- GoogleEarth KML export
- GoogleMaps by Address Polygon
- Bing Maps 2D Aerial Bird's eye

Owner info

<< zoom 24-06S-14E-04397-003000 (i)

GARRETT CHARLES JACOB
 P O BOX 1208
 BRANFORD, FL 32008
 Site: 27687 US HWY 129, BRANFORD
 Use: IMPROVED AGRICULTURE (5000) | 56.36 AC
 Desc: 24-06S-14E | LEG 56.36 ACRES NE1/4 OF SE1/4 & FOR POB COM AT THE INTERSECTION OF THE N LINE

2021 Working Values

| | | | |
|---------|-----------|----------|----------|
| Mkt Lnd | \$114,920 | Assessed | \$54,135 |
| Ag Lnd | \$13,009 | Exempt | \$0 |
| Bldg | \$30,416 | Total | \$54,135 |
| XFOB | \$6,510 | Taxable | |

Sales

| | | | |
|----------|-----------|-----------|-------|
| 1/1/2019 | \$169,900 | 2096/0213 | I / Q |
|----------|-----------|-----------|-------|

Building Characteristics

| Item | Desc | Year Blt | Htd SF |
|--------|------|---------------|----------|
| Sketch | 1 | SINGLE FAMILY | 1943 870 |

Land Breakdown

| Year Blt | Desc | Units | Value |
|----------|------------|----------------|-------|
| 1992 | OP-SHEL-DT | 20 x 80 (1200) | 540 |
| 1993 | OP-SHEL-DT | 10 x 20 (200) | 18 |
| 1992 | FST | 20 x 80 (1200) | 1500 |
| 1993 | FST | 16 x 28 (448) | 0 |
| 1993 | FST | 16 x 20 (320) | 0 |
| 1993 | FST | 16 x 20 (320) | 0 |

Show Search Results

ORDINANCE NO. _____

AN ORDINANCE OF SUWANNEE COUNTY, FLORIDA, AMENDING THE SUWANNEE COUNTY LAND DEVELOPMENT REGULATIONS, AS AMENDED, PURSUANT TO AN APPLICATION, LDR 21-03, BY CHARLES JACOB GARRETT; PROVIDING FOR AN AMENDMENT TO THE OFFICIAL ZONING ATLAS OF THE SUWANNEE COUNTY LAND DEVELOPMENT REGULATIONS, AS AMENDED, PURSUANT TO AN APPLICATION; PROVIDING FOR AMENDING THE ZONING DESIGNATION FOR A PARCEL OF PROPERTY FROM AGRICULTURE-1 (A-1) TO COMMERCIAL NEIGHBORHOOD (CN); PROVIDING SEVERABILITY; REPEALING ALL RESOLUTIONS IN CONFLICT; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, Section 125.01, Florida Statutes, as amended, empowers the Board of County Commissioners of Suwannee County, Florida, hereinafter referred to as the Board of County Commissioners, to prepare, adopt and enforce land development regulations;

WHEREAS, Sections 163.3161 through 163.3248, Florida Statutes, as amended, the Community Planning Act, requires the Board of County Commissioners to prepare and adopt regulations concerning the use of land and water to implement the Comprehensive Plan;

WHEREAS, an application for an amendment, as described below, has been filed with the County;

WHEREAS, the Planning and Zoning Board of Suwannee County, Florida, hereinafter referred to as the Planning and Zoning Board, has been designated as the Local Planning Agency of Suwannee County, Florida, hereinafter referred to as the Local Planning Agency;

WHEREAS, pursuant to Section 163.3174, Florida Statutes, as amended, and the Land Development Regulations, the Planning and Zoning Board, serving also as the Local Planning Agency, held the required a public hearing, with public notice having been provided, on said application for an amendment, as described below, and at said public hearing, the Planning and Zoning Board, serving also as the Local Planning Agency, reviewed and considered all comments received during said public hearing concerning said application for an amendment, as described below, and recommended to the Board of County Commissioners approval of said application for amendment, as described below;

WHEREAS, pursuant to Section 125.01, Florida Statutes, as amended, the Board of County Commissioners, held the required public hearings, with public notice having been provided, on said application for an amendment, as described below, and at said public hearings, the Board of County Commissioners reviewed and considered all comments received during said public hearings, including the recommendation of the Planning and Zoning Board, serving also as the Local Planning Agency, concerning said application for an amendment;

WHEREAS, the Board of County Commissioners has determined and found that a need and justification exists for the approval of said application for an amendment, as described below;

WHEREAS, the Board of County Commissioners has determined and found that approval of said application for an amendment, as described below, is consistent with the purposes and objectives of the comprehensive planning program and the Comprehensive Plan;

WHEREAS, the Board of County Commissioners has determined and found that approval of said application for an amendment, as described below, will further the purposes of the Land Development Regulations and other ordinances, regulations, and actions designed to implement the Comprehensive Plan; and

WHEREAS, the Board of County Commissioners has determined and found that approval of said application for an amendment, as described below, would promote the public health, safety, morals, order, comfort, convenience, appearance, prosperity or general welfare.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF SUWANNEE COUNTY, FLORIDA, AS FOLLOWS:

Section 1. Pursuant to an application, LDR 21-03, an application by Charles Jacob Garrett, to amend the Official Zoning Atlas of the Land Development Regulations by changing the zoning designation from AGRICULTURE-1

(A-1) to COMMERCIAL NEIGHBORHOOD (CN) on the property described as follows:

Part of the NE ¼ of the SE ¼ of Section 24, Township 6 South, Range 14 East, Suwannee County, Florida, Being more particularly described as follows; For POB commence at the intersection of the South line of said NE ¼ of the SE ¼ and the West ROW line of US Highway 129, thence run North89°47'54" West along the South line of said NE ¼ of the SE ¼ a distance of 198 feet, thence run North 0°15'06" East a distance of 220 feet. Thence run South89°47'54" East a distance of 198 feet to the West ROW line of said US Highway 129, thence run South 0°15'06" West along said West ROW line a distance of 220 feet to the POB. Containing 1 Acre more or less

Section 2. Severability. If any provision or portion of this ordinance is declared by any court of competent jurisdiction to be void, unconstitutional or unenforceable, then all remaining provisions and portions of this ordinance shall remain in full force and effect.

Section 3. Conflict. All ordinances or portions of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

Section 4. Effective Date. Pursuant to Section 125.66, Florida Statutes, as amended, a certified copy of this ordinance shall be filed with the Department of State by the Clerk of the Board of County Commissioners within ten (10) days after enactment by the Board of County Commissioners. This ordinance shall become effective upon filing of the ordinance with the Department of State.

Section 5. Authority. This ordinance is adopted pursuant to the authority granted by Section 125.01, Florida Statutes, as amended, and Sections 163.3161 through 163.3248, Florida Statutes, as amended.

PASSED AND DULY ADOPTED, in regular session with a quorum present and voting, by the Board of County Commissioners this _____ day of _____ 2021.

Attest:

BOARD OF COUNTY COMMISSIONERS
OF SUWANNEE COUNTY, FLORIDA

Barry A. Baker, County Clerk

Len K. Stapleton, Chairman

Agenda Item No. 18

Discuss Employee Retention Credit program. (Chairman Len Stapleton)

Agenda Item No. 19

Discuss solid waste options. (Randy Harris, County Administrator)

Agenda Item No. 20

Discuss, with possible Board action, sale of surplus property. (Randy Harris, County Administrator)

CHAIRMAN CALLS FOR ADDITIONAL AGENDA ITEMS.

1. _____

2. _____

3. _____

4. _____

PUBLIC CONCERNS AND COMMENTS



ADMINISTRATOR'S COMMENTS AND INFORMATION



BOARD MEMBERS' INQUIRIES, REQUESTS AND COMMENTS

