



BOARD OF COUNTY COMMISSIONERS

JEFFERSON COUNTY, FLORIDA

THE KEYSTONE COUNTY-ESTABLISHED 1827

1 COURTHOUSE CIRCLE; MONTICELLO, FLORIDA 32344

PHONE: (850)-342-0287

Stephen Fulford

District 1

Gene Hall

District 2

J T Surles

District 3 Vice-Chair

Betsy Barfield

District 4 Chairwoman

Stephen Walker

District 5

REGULAR SESSION AGENDA:

May 2, 2019 at the Courthouse Annex

435 W. Walnut Street, Monticello, FL 32344

1. 6 PM CALL TO ORDER, INVOCATION, PLEDGE OF ALLEGIANCE

2. PUBLIC ANNOUNCEMENTS, PRESENTATIONS & AWARDS

3. Public Hearing: 6:00 or soon thereafter - Code Enforcement - Ordinance No. 2019-050219-01

4. CONSENT AGENDA

- a) Approval of Agenda
- b) General Fund / Transportation Vouchers For Approval: 5.2.2019
- c) BOCC Minutes For Approval 4.18.2019 – Regular Board Meeting
- d) Attendance at National Association of Counties (NACO)
- e) City of Monticello Parking Signage for Courthouse Parking
- f) Lease Documents Solid Waste Roll-Off Truck, Rd. Dept. Dump Trucks

5. GENERAL BUSINESS

- a) Canvassing Board Member for Upcoming Election
- b) Transmission Powerline Route Discussion -
- c) Census Complete Count Committee Nominations of Each District

6. Citizens Request & Input on Non-Agenda Items (3 Minute Limit Please)

7. CLERK OF COURTS -

8. COUNTY COORDINATOR - Road Department – Reports and Activity

9. COUNTY ATTORNEY – Announce Executive Session Case no.: 2019-48-CA.

10. COMMISSIONER DISCUSSION ITEMS

ADJOURN:

From the manual "Government in the Sunshine", page 40: Paragraph C. Each board, commission or agency of this state or of any political subdivision thereof shall include in the notice of any meeting or hearing, if notice of meeting or hearing is required, of such board, commission, or agency, conspicuously on such notice, the advice that if a person decides to appeal any decision made by the board, agency or commission with respect to any matter considered at such meeting or hearing, he will need a record of the proceedings, and for such purpose he may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

Kirk Reams

Clerk of Courts

Parrish Barwick

County Coordinator

T. Buckingham Bird

County Attorney

**JEFFERSON COUNTY, FLORIDA
BOARD OF COUNTY COMMISSIONERS**

ORDINANCE NO. 2019-050219-01

AN ORDINANCE OF JEFFERSON COUNTY, FLORIDA, RELATING TO CODE ENFORCEMENT; PROVIDING FOR FINDINGS OF FACT; PROVIDING FOR PURPOSE; AMENDING JEFFERSON COUNTY CODE OF ORDINANCES CHAPTER 1, SEC. 1-8 TO CLARIFY THAT ALTERNATIVE METHODS OF ENFORCEMENT ARE AUTHORIZED; AMENDING CODE OF ORDINANCES CHAPTER 21 TO ESTABLISH PENALTIES THAT APPLY TO FIRST, SECOND AND REPEAT VIOLATIONS UNDER CIVIL CITATION PROGRAM; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICT; PROVIDING FOR AUTHORITY; AND PROVIDING AN EFFECTIVE DATE.

BE IT ORDAINED by the Board of County Commissioners of Jefferson County, Florida, as follows:

SECTION 1: FINDINGS OF FACT

WHEREAS, Section 125.01(1), Florida Statutes, provides that the legislative and governing body of a County shall have the power to carry on County government and that said power includes, but is not restricted to, the enumerated powers set forth in Section 125.01, Florida Statutes, so long as any powers exercised are not inconsistent with general law; and

WHEREAS, Section 125.01(1)(t), Florida Statutes, provides that a County may adopt ordinances and resolutions necessary for the exercise of its powers and prescribe fines and penalties for the violation of ordinances in accordance with law; and

WHEREAS, Sections 125.01(3)(a) and (b), Florida Statutes, recognize that the enumeration of powers in Section 125.01(1), Florida Statutes, incorporates all implied powers necessary and incident to carry out those powers and that Section 125.01, Florida Statutes, shall be liberally construed in order to effectively carry out the purpose of the section and to secure for counties the broad exercise of home rule powers authorized by the State Constitution; and

WHEREAS, the Board of County Commissioners of Jefferson County has adopted Code of Ordinances Sec. 1-8, which establishes the general penalties for violation of the Jefferson County Code of Ordinances; and

Approved for Publication of Notice

WHEREAS, the Board of County Commissioners has determined that it is necessary and advisable to amend Code of Ordinances Sec. 1-8 to clarify that enforcement under such section is supplemental, and to specifically authorize alternative methods of enforcement of County Codes, including use of code enforcement under Code of Ordinances Chapter 21; and

WHEREAS, pursuant to Chapter 162, Part II, Florida Statutes, the County has adopted a code enforcement civil citation program consisting of the issuance of citation for code violations, the imposition of fines and the opportunity for the alleged violator to challenge the citation in County Court; and

WHEREAS, the Board of County Commissioners has determined that it is necessary and advisable to specify the time for payment of the minimum civil penalty when the citation is not contested, as well as to specify the penalty applicable to first, second and repeat violations; and

WHEREAS, the Jefferson Board of County Commissioners has determined that this ordinance is necessary to protect the health, safety, and welfare of Jefferson County, Florida and its citizens.

NOW, THEREFORE, BE IT ORDAINED by the Jefferson County Board of County Commissioners as follows:

SECTION 2: PURPOSE OF ORDINANCE

The purpose of this Ordinance is to clarify and supplement the County code relating to code enforcement in Jefferson County Code of Ordinances Chapters 1 and 21.

SECTION 3: AMENDMENT TO CHAPTER 1 OF THE CODE OF ORDINANCES OF JEFFERSON COUNTY.

Jefferson County Code of Ordinances Chapter 1, General Provisions, Sec. 1-8, General Penalty; Continuing Violations, is amended as follows:

[Words that are underlined are being added, words that are ~~struck through~~ are being deleted, and words that are neither underlined nor struck through are not being amended.]

Chapter 1 - GENERAL PROVISIONS

Sec. 1-8. - General penalty; continuing violations.

(a) In this section, the term "violation of this Code" means any of the following:

- (1) Doing an act that is prohibited or made or declared unlawful, an offense, a violation or a misdemeanor by ordinance or by rule or regulation authorized by ordinance.

- (2) Failure to perform an act that is required to be performed by ordinance or by rule or regulation authorized by ordinance.
- (3) Failure to perform an act if the failure is prohibited or is made or declared unlawful, an offense, a violation or a misdemeanor by ordinance or by rule or regulation authorized by ordinance.
- (b) In this section, the term "violation of this Code" does not include the failure of a county officer or county employee to perform an official duty unless it is specifically provided that the failure to perform the duty is to be punished as provided in this section.
- (c) Except as otherwise provided by law or ordinance, a person convicted of a violation of this Code shall be punished by a fine of not more than \$500.00, imprisonment for a term not exceeding 60 days, or any combination thereof. Except as otherwise provided by law or ordinance, with respect to violations of this Code that are continuous with respect to time, each day that the violation continues is a separate offense.
- (d) The imposition of a penalty does not prevent suspension or revocation of a license, permit or franchise or other administrative sanctions.
- (e) Violations of this Code that are continuous with respect to time are a public nuisance and may be abated by injunctive or other equitable relief. The imposition of a penalty does not prevent injunctive relief.
- (f) Section supplemental. The provisions of this section are an additional and supplemental means of enforcing County codes. Nothing contained in this section shall prohibit the County from enforcing County codes by any other means, including, but not limited to, pursuing administrative enforcement under Code of Ordinances Chapter 21, Code Enforcement.

SECTION 4: AMENDMENT TO CHAPTER 21 OF THE CODE OF ORDINANCES OF JEFFERSON COUNTY.

Jefferson County Code of Ordinances Chapter 21, Code Enforcement, Sec. 21-16, Citations and Civil Penalties, is amended as follows:

[Words that are underlined are being added, words that are ~~struck through~~ are being deleted, and words that are neither underlined nor struck through are not being amended.]

Secs. (a) – (d), no change.

(e) Civil penalties. The civil penalty for a violation of the codes and ordinances enacted by the board of county commissioners shall be a fine not to exceed \$500.00; provided, however, that if the person who has committed the civil infraction may elect to ~~does not~~ contest the citation and pay a the minimum civil penalty shall be a fine of \$50.00 by the date specified in the citation. Unless otherwise specified in County Code or Ordinance, the minimum civil penalty shall be (1) first violation: a warning; (2) second and subsequent (repeat) violations: a fine of \$50.00 multiplied by the total number of current and prior violations in the same code category, for which a fine was imposed, up to the maximum penalty.

Secs. (f) and (g), no change.

SECTION 5: 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 affect.

SECTION 6: CONFLICT

All ordinances or parts of ordinances in conflict herewith are, to the extent of such of conflict, hereby repealed.

SECTION 7: COPY ON FILE

A certified copy of this enacting Ordinance shall be filed with the Clerk of the Circuit Court.

SECTION 8: EFFECTIVE DATE

This Ordinance shall be filed with the Office of the Secretary of the State of Florida and shall immediately take effect upon receipt of official acknowledgment from the Department of State that the same has been filed.

SECTION 8: AUTHORITY

This Ordinance is adopted pursuant to the authority granted by Chapter 125.01 and Chapter 162, Florida Statutes.

Approved for Publication of Notice

PASSED AND DULY ADOPTED with a quorum present and voting by the Board of County Commissioners of Jefferson County this 2nd day of May, 2019.

BOARD OF COUNTY COMMISSIONERS OF JEFFERSON COUNTY, FLORIDA

Betsy Barfield, Chair

ATTESTED BY:

Kirk Reams, Clerk of the Circuit Court

APPROVED as to FORM & SUBSTANCE:

Scott Shirley, County Land Use Attorney

VENDOR NAME	DUE DATE	PURCHASE ORDER NUMBER	INVOICE NUMBER	DUE DATE	TY VOUCHER PE NUMBER	TRANSACTION DESCRIPTION	TRANS AMOUNT	DISC/WITH AMOUNT	
CASH CODE-01001	G/L	CASH ACCOUNT-011010000				CASH-CHECKING-GEN. FUND			
Advanced Business System	05/02/2019	-	332123	04/15/2019	VR 01050219-013	Mtr#70308	16.54	.00	
Advanced Business System	05/02/2019	-	332124	04/15/2019	VR 01050219-016	Mtr#70304	59.57	.00	
Advanced Business System	05/02/2019	-	332126	04/15/2019	VR 01050219-007	Mtr#70302,70315,70316	453.74	.00	
Advanced Business System	05/02/2019	-	332127	04/15/2019	VR 01050219-010	#70317,70318,70319,70323	159.32	.00	
					CHECK TO VENDOR==>VENDOR	ADVBUSIN Advanced Business Systems	TOTALS	689.17	.00
Animal Medical Clinic*	05/02/2019	-	296381	04/11/2019	VR 01050219-017	#4512 T.K.X.	112.00	.00	
Animal Medical Clinic*	05/02/2019	-	296381	04/11/2019	VR 01050219-018	#4512 Vet Services	45.00	.00	
					CHECK TO VENDOR==>VENDOR	ANIMALCL Animal Medical Clinic*	TOTALS	157.00	.00
Ard, Shirley & Rudolph,P	05/02/2019	-	11748	04/22/2019	VR 01050219-035	#2-101.1 Plan Rep 05/19	2188.33	.00	
					CHECK TO VENDOR==>VENDOR	ARDSHIRL Ard, Shirley & Rudolph,PA	TOTALS	2188.33	.00
T. Buckingham Bird	05/02/2019	-	05011901	05/01/2019	VR 01050219-003	Monthly Budget 05/19	2366.41	.00	
					CHECK TO VENDOR==>VENDOR	BIRDTBUC T. Buckingham Bird	TOTALS	2366.41	.00
Marty Bishop	05/02/2019	-	05011901	05/01/2019	VR 01050219-001	Monthly Budget 05/19	20759.45	.00	
					CHECK TO VENDOR==>VENDOR	BISHOPM Marty Bishop	TOTALS	20759.45	.00
Glen Buchanan Cabinets	05/02/2019	-	449179	04/24/2019	VR 01050219-055	HaulChairs-HamiltonCorrec	300.00	.00	
					CHECK TO VENDOR==>VENDOR	BUCHANAN Glen Buchanan Cabinets	TOTALS	300.00	.00
CenturyLink	05/02/2019	-	69200419	04/16/2019	VR 01050219-031	Act#311176920	143.27	.00	
					CHECK TO VENDOR==>VENDOR	CENTLINK CenturyLink	TOTALS	143.27	.00
CenturyLink	05/02/2019	-	40900459	04/09/2019	VR 23050219-046	#29054900 #T040900459	250.00	.00	
CenturyLink	05/02/2019	-	40900460	04/09/2019	VR 23050219-047	#29054900 #T040900460	250.00	.00	
					CHECK TO VENDOR==>VENDOR	CENTUR CenturyLink	TOTALS	500.00	.00
Christine Golden Webcode	05/02/2019	-	22	04/15/2019	VR 01050219-032	Shared cPanel Hosting	240.00	.00	
					CHECK TO VENDOR==>VENDOR	CHRISTIN Christine Golden Webcode	TOTALS	240.00	.00
Cumulus Tallahassee	05/02/2019	-	A1975605	03/31/2019	VR 29050219-052	TDC-March Advertising	375.00	.00	
					CHECK TO VENDOR==>VENDOR	CUMULUS Cumulus Tallahassee	TOTALS	375.00	.00
CurtisMorganGarageInc	05/02/2019	-	13250	04/16/2019	VR 28050219-050	FireRescue-Recharge A/C	157.84	.00	

VENDOR NAME	DUE DATE	PURCHASE ORDER NUMBER	INVOICE NUMBER	DUE DATE	TY VOUCHER PE NUMBER	TRANSACTION DESCRIPTION	TRANS AMOUNT	DISC/WITH AMOUNT	
CHECK TO VENDOR==>VENDOR CURTISMO CurtisMorganGarageInc							TOTALS	157.84	.00
State of Florida	05/02/2019	-	2L-1666	04/17/2019	VR 01050219-008	#215-8844	115.55	.00	
State of Florida	05/02/2019	-	2L-1667	04/17/2019	VR 01050219-009	#215-8844	5.52	.00	
CHECK TO VENDOR==>VENDOR DEPTMGMT State of Florida							TOTALS	121.07	.00
Duke Energy	05/02/2019	-	30570419	04/16/2019	VR 19050219-025	Act#8325563057	15.68	.00	
Duke Energy	05/02/2019	-	30570419	04/16/2019	VR 19050219-026	Act#8325563057	71.84	.00	
Duke Energy	05/02/2019	-	30570419	04/16/2019	VR 19050219-027	Act#8325563057	111.42	.00	
Duke Energy	05/02/2019	-	30570419	04/16/2019	VR 28050219-028	Act#8325563057	15.69	.00	
Duke Energy	05/02/2019	-	60800419	04/17/2019	VR 01050219-011	Act#3663516080	26.34	.00	
Duke Energy	05/02/2019	-	90640419	04/18/2019	VR 01050219-056	Act#3193189064	573.47	.00	
Duke Energy	05/02/2019	-	93470419	04/09/2019	VR 22050219-042	Act#2704479347	259.75	.00	
Duke Energy	05/02/2019	-	95940319	04/15/2019	VR 01050219-012	Act#5010229594	262.45	.00	
CHECK TO VENDOR==>VENDOR DUKE Duke Energy							TOTALS	1336.64	.00
Fla Dept.of Law Enfrcemn	05/02/2019	-	1796839	04/02/2019	VR 22050219-045	#31514 Hall,Kenneth	24.00	.00	
CHECK TO VENDOR==>VENDOR FDLE Fla Dept.of Law Enfrcemnt							TOTALS	24.00	.00
Gulf Coast Lumber/Supply	05/02/2019	-	53500	04/18/2019	VR 19050219-021	#300166 Swiv Safety Hasp	5.65	.00	
Gulf Coast Lumber/Supply	05/02/2019	-	53500	04/18/2019	VR 28050219-022	#300166 Swiv Safety Hasp	5.64	.00	
Gulf Coast Lumber/Supply	05/02/2019	-	53588	04/20/2019	VR 19050219-024	#300166 C-Clamp	6.00	.00	
Gulf Coast Lumber/Supply	05/02/2019	-	53588	04/20/2019	VR 28050219-023	#300166 C-Clamp	5.99	.00	
CHECK TO VENDOR==>VENDOR GULFCOLU Gulf Coast Lumber/Supply*							TOTALS	23.28	.00
Jeff.Co. Clerk of Courts	05/02/2019	-	05011901	05/01/2019	VR 01050219-002	Monthly Budget 05/19	30000.00	.00	
CHECK TO VENDOR==>VENDOR JEFCLERK Jeff.Co. Clerk of Courts							TOTALS	30000.00	.00
Jefferson Community Wate	05/02/2019	-	18000419	04/15/2019	VR 01050219-030	Act#0201800	38.50	.00	
CHECK TO VENDOR==>VENDOR JEFFCOMM Jefferson Community Water							TOTALS	38.50	.00
Jeff Cnty Sheriff's Offi	05/02/2019	-	04151901	04/15/2019	VR 14050219-019	Budget Req. #8	325140.16	.00	
CHECK TO VENDOR==>VENDOR JEFFCOSH Jeff Cnty Sheriff's Offic							TOTALS	325140.16	.00
Jefferson Co. Tax Coll.	05/02/2019	-	04151901	04/15/2019	VR 22050219-044	SolidWaste-2019 Hino Truc	138.55	.00	
CHECK TO VENDOR==>VENDOR JEFFCOTX Jefferson Co. Tax Coll.							TOTALS	138.55	.00
Madison County	05/02/2019	-	04231901	04/23/2019	VR 01050219-034	VA Shared Costs 04/19	1926.11	.00	

VENDOR NAME	DUE DATE	PURCHASE ORDER NUMBER	INVOICE NUMBER	DUE DATE	TY VOUCHER PE NUMBER	TRANSACTION DESCRIPTION	TRANS AMOUNT	DISC/WITH AMOUNT
						CHECK TO VENDOR==>VENDOR MADISONB Madison County	TOTALS	1926.11 .00
McClellan Five, LLC	05/02/2019	-	1358	04/16/2019	VR 22050219-037	SolidWaste-CleanCylinders	1254.28	.00
						CHECK TO VENDOR==>VENDOR MCCLELLA McClellan Five, LLC	TOTALS	1254.28 .00
Mobile Communications	05/02/2019	-	000782-1	04/12/2019	VR 22050219-043 #2010686	PlugNPlayDevices	360.00	.00
						CHECK TO VENDOR==>VENDOR MOBILECO Mobile Communications	TOTALS	360.00 .00
Monticello Carquest Inc.	05/02/2019	-	38182481	04/09/2019	VR 22050219-038	Cust#263 Hyd Hose-Bulk	62.26	.00
Monticello Carquest Inc.	05/02/2019	-	38182487	04/09/2019	VR 22050219-039	Cust#263 Wrench	10.97	.00
Monticello Carquest Inc.	05/02/2019	-	38182925	04/16/2019	VR 22050219-040	Cust#263 LockingMetricTor	4.40	.00
Monticello Carquest Inc.	05/02/2019	-	38183104	04/18/2019	VR 28050219-049	Cust#262 Battery	345.90	.00
Monticello Carquest Inc.	05/02/2019	-	38183152	04/18/2019	VR 19050219-020	Cust#262 Fuel	35.76	.00
						CHECK TO VENDOR==>VENDOR MONTCARQ Monticello Carquest Inc.	TOTALS	459.29 .00
Register's Mini Storage	05/02/2019	-	05011901	05/01/2019	VR 01050219-004	Units B 17, 21-22	225.00	.00
						CHECK TO VENDOR==>VENDOR REGISTMI Register's Mini Storage	TOTALS	225.00 .00
Restoration Assistance	05/02/2019	-	I-022076	04/11/2019	VR 22050219-029	Site Inspection 03/19	2250.00	.00
						CHECK TO VENDOR==>VENDOR RESTORAT Restoration Assistance	TOTALS	2250.00 .00
Right Way Welding & Fabr	05/02/2019	-	1559	04/11/2019	VR 22050219-041	SolidWaste-CompactorBox	2920.00	.00
						CHECK TO VENDOR==>VENDOR RIGHTWEL Right Way Welding & Fabri	TOTALS	2920.00 .00
Royal Mini Storage, Inc.	05/02/2019	-	05011901	05/01/2019	VR 01050219-005	Unit #47	110.00	.00
						CHECK TO VENDOR==>VENDOR ROYALMIN Royal Mini Storage, Inc.	TOTALS	110.00 .00
Sinclair Broadcast Group	05/02/2019	-	H-180919	04/11/2019	VR 29050219-051	Email Blast Bike Fest	1000.00	.00
						CHECK TO VENDOR==>VENDOR SINCLAIR Sinclair Broadcast Group	TOTALS	1000.00 .00
James Skipworth	05/02/2019	-	04171901	04/17/2019	VR 01050219-006	Janitorial Svcs 04/19	420.00	.00
						CHECK TO VENDOR==>VENDOR SKIPWORJ James Skipworth	TOTALS	420.00 .00
UniFirst Corporation	05/02/2019	-	0185469	04/11/2019	VR 22050219-036	Cust#1237569	171.84	.00
UniFirst Corporation	05/02/2019	-	0185956	04/18/2019	VR 01050219-014	Cust#1311916	188.02	.00
UniFirst Corporation	05/02/2019	-	0185962	04/18/2019	VR 01050219-015	Cust#1381144	34.32	.00

VENDOR NAME	DUE DATE	PURCHASE ORDER NUMBER	INVOICE NUMBER	DUE DATE	TY VOUCHER PE NUMBER	TRANSACTION DESCRIPTION	TRANS AMOUNT	DISC/WITH AMOUNT
						CHECK TO VENDOR==>VENDOR UNIFIRST UniFirst Corporation	TOTALS 394.18	.00
Verizon Wireless	05/02/2019	-	98279959	04/10/2019	VR 23050219-048	#942128132-2 #9827995924	36.07	.00
						CHECK TO VENDOR==>VENDOR VERIZONW Verizon Wireless	TOTALS 36.07	.00
WEC Heating & A/C, Inc.	05/02/2019	-	C-20744	04/23/2019	VR 01050219-033	HeatPumpChangeOut@Jail	5720.00	.00
						CHECK TO VENDOR==>VENDOR WECHEAT WEC Heating & A/C, Inc.	TOTALS 5720.00	.00
WTXL	05/02/2019	-	513983	03/31/2019	VR 29050219-053	TDC-March:Parade of Homes	370.00	.00
WTXL	05/02/2019	-	516341	03/31/2019	VR 29050219-054	TDC-Local Segment Content	100.00	.00
						CHECK TO VENDOR==>VENDOR WTXL WTXL	TOTALS 470.00	.00
						CASH ACCOUNT # 011010000	TOTALS 402243.60	.00
						BANK ACCOUNT # 0101001611	TOTALS 402243.60	.00
						FINAL REPORT TOTALS	402243.60	.00

REPORT DATE 04/25/2019
SYSTEM DATE 04/25/2019
FILES ID B

JEFFERSON COUNTY BOARD OF COUNTY COMMISSIONERS
LIST OF VOUCHERS TO BE PAID - CASH CODE ORDER

PAGE 5
TIME 09:42:06
USER KNEWBERRY

SUMMARY PAGE INFORMATION

ERRORS DETECTED: 0

SELECT CRITERIA: DUE DATE 05/02/2019 TO 05/02/2019
VENDOR
VOUCHER TO 99999999
CASH CODE 01001

INCLUDE DORMANT CREDIT MEMOS?...: Y

END OF REPORT

VENDOR NAME	DUE DATE	PURCHASE ORDER NUMBER	INVOICE NUMBER	DUE DATE	TY VOUCHER PE NUMBER	TRANSACTION DESCRIPTION	TRANS AMOUNT	DISC/WITH AMOUNT
CASH CODE-08008		G/L CASH ACCOUNT-111010000				CASH-CHECKING-CO TRANS		
Advanced Business System	04/15/2019	-	332128	04/15/2019	VR 11050219-008	Mtr#70306,70314	107.16	.00
						CHECK TO VENDOR==>VENDOR ADVBUSIN Advanced Business Systems TOTALS	107.16	.00
AG-PRO Companies	05/02/2019	-	P75687	04/18/2019	VR 11050219-009	JEFFFE0015 Blades,Funnel	279.18	.00
						CHECK TO VENDOR==>VENDOR AGPRO AG-PRO Companies TOTALS	279.18	.00
Conrad Yelvington Distri	05/02/2019	-	1023156	04/12/2019	VR 11050219-023	Limestone	305.87	.00
						CHECK TO VENDOR==>VENDOR CONRADYE Conrad Yelvington Distrib TOTALS	305.87	.00
Duke Energy	05/02/2019	-	33120419	04/18/2019	VR 11050219-005	Act#2070303312	258.86	.00
						CHECK TO VENDOR==>VENDOR DUKE Duke Energy TOTALS	258.86	.00
First Call Truck Parts	05/02/2019	-	43992	04/15/2019	VR 11050219-020	#4505 Bulk Gallon Def	553.04	.00
						CHECK TO VENDOR==>VENDOR FIRSTCAL First Call Truck Parts TOTALS	553.04	.00
Gulf Coast Lumber/Supply	05/02/2019	-	53530	04/18/2019	VR 11050219-016	#300170 Tube,ElecBallast	44.57	.00
						CHECK TO VENDOR==>VENDOR GULFCOLU Gulf Coast Lumber/Supply* TOTALS	44.57	.00
Howdys Rent A Toilet	05/02/2019	-	634872	04/12/2019	VR 11050219-007	#18072 Hwy 19 N	64.00	.00
Howdys Rent A Toilet	05/02/2019	-	634873	04/12/2019	VR 11050219-006	#19214 Hold Pond Hwy 19	64.00	.00
						CHECK TO VENDOR==>VENDOR HOWDYS Howdys Rent A Toilet TOTALS	128.00	.00
Monticello Carquest Inc.	05/02/2019	-	38183010	04/17/2019	VR 11050219-014	Cust#132 TrimmerServKit	47.98	.00
						CHECK TO VENDOR==>VENDOR MONTCARQ Monticello Carquest Inc. TOTALS	47.98	.00
Office Depot*	05/02/2019	-	30428680	04/17/2019	VR 11050219-017	#304286808 FlrMat,Plates	94.53	.00
						CHECK TO VENDOR==>VENDOR OFFDEP Office Depot* TOTALS	94.53	.00
O'Reilly Automotive, Inc	05/02/2019	-	5-372271	04/16/2019	VR 11050219-011	#336410 LongBlock,Oil,Pum	2985.11	.00
O'Reilly Automotive, Inc	05/02/2019	-	5-372325	04/16/2019	VR 11050219-015	#336410 Absorbent	64.90	.00
O'Reilly Automotive, Inc	05/02/2019	-	5-372388	04/17/2019	VR 11050219-012	#336410 Starter	166.58	.00
O'Reilly Automotive, Inc	05/02/2019	-	5-372427	04/17/2019	VR 11050219-010	#336410 BrakeClnr,Valve	44.99	.00
O'Reilly Automotive, Inc	05/02/2019	-	5-373119	04/23/2019	VR 11050219-013	#336410 PumpPrimer,Thermo	328.61	.00
						CHECK TO VENDOR==>VENDOR OREILLY O'Reilly Automotive, Inc. TOTALS	3590.19	.00
Partsmaster	05/02/2019	-	23405800	04/09/2019	VR 11050219-018	#PM357711 Hand Cleaner	187.42	.00
Partsmaster	05/02/2019	-	23407481	04/12/2019	VR 11050219-019	#PM357711 VisionProConsta	431.06	.00

VENDOR NAME	DUE DATE	PURCHASE ORDER NUMBER	INVOICE NUMBER	DUE DATE	TY VOUCHER PE NUMBER	TRANSACTION DESCRIPTION	TRANS AMOUNT	DISC/WITH AMOUNT
						CHECK TO VENDOR==>VENDOR PARTSMAS Partsmaster		
						TOTALS	618.48	.00
Policy Managers	05/02/2019	-	544310	04/11/2019	VR 11050219-022	Policy#7510951	666.00	.00
						CHECK TO VENDOR==>VENDOR POLICYMA Policy Managers		
						TOTALS	666.00	.00
Safety-Kleen Systems, In	05/02/2019	-	08689121	04/05/2019	VR 11050219-021	#JE10809 #CN08689121	49.68	.00
						CHECK TO VENDOR==>VENDOR SAFETYKL Safety-Kleen Systems, Inc		
						TOTALS	49.68	.00
Tri-County Electric Coop	05/02/2019	-	90010419	04/18/2019	VR 11050219-004	Act#72001059001	30.77	.00
Tri-County Electric Coop	05/02/2019	-	90020419	04/18/2019	VR 11050219-003	Act#72001059002	30.46	.00
						CHECK TO VENDOR==>VENDOR TRI-CO. Tri-County Electric Coop.		
						TOTALS	61.23	.00
UniFirst Corporation	05/02/2019	-	0185981	04/18/2019	VR 11050219-001	Cust#1508769	151.15	.00
						CHECK TO VENDOR==>VENDOR UNIFIRST UniFirst Corporation		
						TOTALS	151.15	.00
Vector Security	05/02/2019	-	63549147	04/05/2019	VR 11050219-002	Act#6478853	31.45	.00
						CHECK TO VENDOR==>VENDOR VECTOR Vector Security		
						TOTALS	31.45	.00
						CASH ACCOUNT # 111010000		
						TOTALS	6987.37	.00
						BANK ACCOUNT # 0101006511		
						TOTALS	6987.37	.00
						FINAL REPORT TOTALS	6987.37	.00

REPORT DATE 04/25/2019
SYSTEM DATE 04/25/2019
FILES ID B

JEFFERSON COUNTY BOARD OF COUNTY COMMISSIONERS
LIST OF VOUCHERS TO BE PAID - CASH CODE ORDER

PAGE 3
TIME 09:31:45
USER KNEWBERRY

SUMMARY PAGE INFORMATION

ERRORS DETECTED: 0

SELECT CRITERIA: DUE DATE 04/15/2019 TO 05/02/2019
VENDOR
VOUCHER TO 99999999
CASH CODE 08008

INCLUDE DORMANT CREDIT MEMOS?...: Y

END OF REPORT

VENDOR NAME	DUE DATE	PURCHASE ORDER NUMBER	INVOICE NUMBER	DUE DATE	TY VOUCHER PE NUMBER	TRANSACTION DESCRIPTION	TRANS AMOUNT	DISC/WITH AMOUNT	
CASH CODE-01001	G/L	CASH ACCOUNT-011010000			CASH-CHECKING-GEN. FUND				
Conrad Yelvington Distri	05/02/2019	-	1022181	04/11/2019	VR 27050219-002	Limerock Base	262.72	.00	
Conrad Yelvington Distri	05/02/2019	-	1023157	04/12/2019	VR 27050219-006	CREDIT	-119.43	.00	
Conrad Yelvington Distri	05/02/2019	-	1023859	04/15/2019	VR 27050219-001	Limerock Base	503.08	.00	
Conrad Yelvington Distri	05/02/2019	-	1024730	04/16/2019	VR 27050219-003	Limerock Base	496.74	.00	
Conrad Yelvington Distri	05/02/2019	-	1025733	04/17/2019	VR 27050219-004	Limerock Base	1469.48	.00	
Conrad Yelvington Distri	05/02/2019	-	1026205	04/18/2019	VR 27050219-005	Limerock Base	1870.46	.00	
CHECK TO VENDOR==>VENDOR CONRADYE Conrad Yelvington Distrib							TOTALS	4483.05	.00
CASH ACCOUNT # 011010000							TOTALS	4483.05	.00
BANK ACCOUNT # 0101001611							TOTALS	4483.05	.00
FINAL REPORT TOTALS								4483.05	.00

REPORT DATE 04/24/2019
SYSTEM DATE 04/24/2019
FILES ID B

JEFFERSON COUNTY BOARD OF COUNTY COMMISSIONERS
CHECK REGISTER
COMPLETE REGISTER OF ALL SORTED CHECKS

PAGE 1
TIME 09:01:00
USER KNEWBERRY

BATCH NUMBER CHKX

CASH CODE	ACCOUNT NUMBER	ACCOUNT DESCRIPTION	VOUCHER NUMBER	INVOICE DATE	P.O. NUMBER	VOUCHER DESCRIPTION	TRANSACTION AMOUNT
01001	243325523710	PRINC PAY JAIL NOTE	VR 24042419-001	04/18/2019	-	PrincipalPaymentJailNot	66246.38
01001	243325523720	INT PAYMENT JAIL NOTE	VR 24042419-002	04/18/2019	-	InterestPaymentJailNote	2439.75
CHECK TOTAL FOR CHECK NUMBER 314677 DATED 04/24/2019 WRITTEN TO REGIONS Regions Corporate Trust for the amount of							68686.13
01 Bank Code TOTALS for 00001 Checks to 00001 Vendors for the amount of							68686.13
REPORT TOTALS for 00001 Checks to 00001 Vendors for the amount of							68686.13

REPORT DATE 04/25/2019
SYSTEM DATE 04/25/2019
FILES ID B

JEFFERSON COUNTY BOARD OF COUNTY COMMISSIONERS
LIST OF VOUCHERS TO BE PAID - CASH CODE ORDER

PAGE 2
TIME 09:56:37
USER KNEWBERRY

SUMMARY PAGE INFORMATION

ERRORS DETECTED: 0

SELECT CRITERIA: DUE DATE 05/02/2019 TO 05/02/2019
VENDOR
VOUCHER 27050219 TO 27050219
CASH CODE 01001

INCLUDE DORMANT CREDIT MEMOS?...: Y

END OF REPORT



BOARD OF COUNTY COMMISSIONERS

JEFFERSON COUNTY, FLORIDA

THE KEYSTONE COUNTY-ESTABLISHED 1827

1 COURTHOUSE CIRCLE; MONTICELLO, FLORIDA 32344

PHONE: (850)-342-0287

Stephen Fulford

District 1

Gene Hall

District 2

J T Surles

District 3 Vice-Chair

Betsy Barfield

District 4 Chairwoman

Stephen Walker

District 5

May 2, 2019

Presentations, Awards, Etc.

Public Hearing – Code Enforcement Ordinance No. 2019-050219-01 – 6:00 or Soon Thereafter

Consent Agenda: Commissioner Attendance at NACO Annual Conference – Comm.’s Barfield & Hall have requested participation at this year’s meetings.

City of Monticello parking signage for Courthouse parking area

Lease documents for Road Dept. dump trucks (2) and Solid Waste Roll off Truck.

General Business:

Item A: Canvassing Board for upcoming election – Comm. Fulford will be the appointed commissioner.

Item B: Powerline Route – Commissioner Walker

Item C: Census Complete County Committee Nominations

County Coordinator Items:

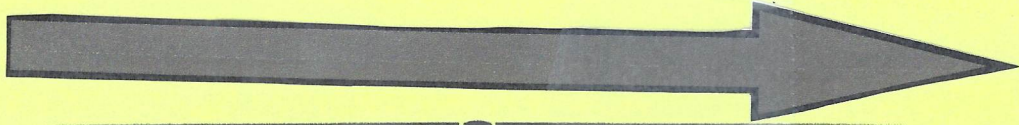
Reports of Road Department Activities have been provided along with construction projects completed or worked on.

County Attorney: Announce Executive Session Case no.: 2019-48-CA.



JEFFERSON COURTHOUSE

Public Parking



LEASE FINANCING PROPOSAL



Lessee
Jefferson County, FL

Vendor
Capital Truck

Proposal Date:	April 1, 2019	
Equipment Description:	2- Mack GR64 Dump Trucks	
Commencement Date:	May 1, 2019	
	<u>Option 1</u>	
Equipment Cost:	\$304,500	
Lessee Down Payment:		
Amount Financed:	\$304,500	
Lease Term:	5 Years	
First Payment Date:	7/1/2019	First Payment \$30,000
Payment Frequency:	Annual	
Lease Rate:	3.96%	
Payment Amount:	\$76,113.09	
Payment Factor:	0.24996	

Qualifications:

1. **Pricing:** This is a lease proposal for the payment stream(s) indicated above. If any of the information identified above are not correct, please advise us so that we can determine if a new proposal is required. Other important elements of this proposal are:

a) **Rate Expiration:** Signing this proposal does not in itself lock in your rate. This lease must be credit approved, contracts properly signed, and the lease funded by Leasing 2 within thirty days from the date of this proposal to protect the rates quoted.

b) **Closing Costs:** There will be no up-front costs of any kind charged by Lessor including closing costs, points, administrative costs, etc. Your attorney may charge you to review the lease documents and complete the opinion letter required with our lease documentation.

c) **Fixed Rates:** Rates for ten (10) years and under are fixed for the entire term. Terms over ten (10) years have a rate adjustment after ten (10) years to the then current interest rate for the remaining term.

2. **Type of Lease:** This is a lease-purchase type of financing. After all the lease payments are made, Lessee will own the equipment without further cost.

3. **Financial Reporting:** All city, county and tax districts (including fire districts) will be expected to provide GAAP audited financial reports. All non-profit corporations (vfd's) will be expected to provide IRS 990 federal tax returns. If you do not maintain these types of financial reports, please contact us to discuss.

4. **Vendor Payable / Escrow Account (where applicable):** In the event that the truck(s) and/or equipment are not ready to be delivered, proceeds of this lease will be held in a vendor payable account until delivery/acceptance. This is a non-interest bearing account to Lessee.

5. **Credit Approval and Documentation:** This is a proposal only, and does not represent a commitment to lease. This financing is subject to credit review and approval and execution of mutually acceptable documentation, including the opinion of lessee's counsel opining that the agreement is legal, valid and binding, obligation of Lessee.

Financing by: Leasing 2, Inc.
Contact: Rick Carney
Phone: 800-287-5155 x16
Email: rcarney@leasing2.com
Web: www.leasing2.com

REQUEST TO PROCEED:

When you are ready to proceed with Leasing 2 towards finalizing this lease financing arrangement, please indicate so by signing below and completing the requested information. We will immediately email you our application. Thank you for your confidence and consideration.

Proposal date: April 1, 2019

Option Chosen: _____ (where applicable)

Upcoming Governing Body meeting date for lease approval: 4-18-2019

Jefferson County, FL

Name of Lessee

[Signature]

Authorized Signature

PARRISH BARNWICK

Printed Name Of Authorized Signature

Contact Name (If Different Than
Authorized Signature)

Contact E-Mail Address

4-23-2019

Date

County Coordinator

Title

850 342 0287

Contact Phone

Last month of your budget year? Sept.

*Please complete the above information and fax or email all pages of the proposal to
813-258-9333 / rcarney@leasing2.com*



**** Important: A Resolution will be required with the lease contract ****
In the event that you require board action to sign this proposal,
please call us so that we may forward the preferred form for the meeting.



l e a s i n g 2

April 2, 2019

Sent via Email: pbarwick@jeffersoncountyfl.gov

Parrish Barwick
County Coordinator
Jefferson County Board of County Commissioners

Re: Financing for (2) Mack GR64B Dump Trucks

Thank you for trusting Leasing 2 with your financing needs. Attached to this email are the required documents for execution, and their instructions are below.

PLEASE READ: Carefully follow the instructions below, checking off each item as completed. Documentation completed improperly will have to be redone and possibly delay funding. If you have any questions, please call us at (800) 287-5155.

ALSO:

- ✓ Please execute documents in **BLUE** ink.
 - ✓ As these are legal documents, we cannot accept double-sided printouts.
-

- Lease Purchase Agreement**
 - Signed and dated by Lessee's authorized signatory.
- Exhibit A – Resolution of Governing Body Extract of Minutes**
 - Enter the date your resolution was adopted.
 - Signed by Lessee's authorized signatory.
 - Signed and dated by Secretary/Clerk or other authorized board member of Lessee at bottom of page.
- Exhibit B – Opinion of Lessee's Counsel**
 - Printed on attorney's letterhead and signed by attorney. Original signature required.
- Exhibit C – Certificate as to Arbitrage**
 - Enter the date by which the equipment is expected to be fully acquired in Item 4.
 - Signed and dated by Lessee's authorized signatory.
- Exhibit D – Description of Equipment**
 - Signed and dated by Lessee's authorized signatory.
- Exhibit E – Payment Schedule**
 - Signed and dated by Lessee's authorized signatory.
- Exhibit F – Acceptance Certificate**
 - Please **DO NOT CHECK ANY BOXES** – this will be completed at closing and you will receive a fully executed Agreement post-closing.
 - Signed by Lessee's authorized signatory.
- Exhibit G – Essential Use/Source of Funds Letter**
 - Enter a description of how the equipment will be used and the services it will provide.
 - Signed and dated by Lessee's authorized signatory.
- Exhibit H – Designation of Bank Qualification**
 - Signed and dated by Lessee's authorized signatory.

- Exhibit I – Notice and Acknowledgement of Assignment**
 - Signed and dated by Lessee’s authorized signatory.
- Insurance Coverage Requirement**
 - Enter the name, address & phone number of your insurance agent.
 - If self-insured, check Item 2 and provide information regarding the nature of your self-insurance program along with the amounts of liability and physical damage coverage listed on a certificate.
- Billing Information**
 - Enter all of the requested information.
- Customer Identification Program Organized Entity**
 - Enter all of the requested information.
 - Signed by Lessee’s authorized signatory.
- Escrow Agreement**
 - Signed by Lessee’s authorized signatory.
- ✓ **POST FUNDING REQUIREMENT**
- IRS Form 8038-G (Form 8038-GC if the issue price is under \$100,000)**
 - We will email you this form for signature after the lease is funded.
- Escrow Disbursements**
 - Disbursement documents authorizing release of vendor payments upon equipment acceptance will need to be signed.

ALL DOCUMENTATION SHOULD BE EMAILED OR FAXED FOR REVIEW PRIOR TO OVERNIGHTING.

PLEASE RETURN ALL DOCUMENTS BY: *APRIL 25, 2019*

Email/fax to:

Donna Womack
dwomack@leasing2.com
 Fax: (813) 258-9333
 Phone: (800) 287-5155, Ext. 14

Overnight to:

Leasing 2, Inc.
 1720 W. Cass St.
 Tampa, FL 33606
 (800) 287-5155

Alternate contact:

Rick Carney
rcarney@leasing2.com
 Fax: (813) 258-9333
 Phone: (800) 287-5155, Ext. 16

Thank you for your business.

LEASE-PURCHASE AGREEMENT

LESSEE:
Jefferson County Board of County Commissioners
1 Courthouse Circle, Room 10
Monticello, FL 32344

LESSOR:
Leasing 2, Inc.
1720 West Cass Street
Tampa, FL 33606-1230

Dated as of May 1, 2019

This Lease-Purchase Agreement (the "Agreement") dated as of **May 1, 2019** by and between **Leasing 2, Inc.** ("Lessor"), and **Jefferson County Board of County Commissioners** ("Lessee"), a body corporate and politic duly organized and existing under the laws of the State of Florida ("State").

WITNESSETH:

WHEREAS, Lessor desires to lease the Equipment, as hereinafter defined, to Lessee, and Lessee desires to lease the Equipment from Lessor, subject to the terms and conditions of and for the purposes set forth in this Agreement; and

WHEREAS, Lessee is authorized under the Constitution and laws of the State to enter into this Agreement for the purposes set forth herein;

NOW, THEREFORE, for and in consideration of the premises hereinafter contained, the parties hereby agree as follows:

ARTICLE I DEFINITIONS

Section 1.01. The following terms will have the meanings indicated below unless the context clearly requires otherwise:

"Agreement" means this Lease-Purchase Agreement, including the Exhibits attached hereto, as the same may be supplemented or amended from time to time in accordance with the terms hereof.

"Commencement Date" is the date when the term of this Agreement begins and Lessee's obligation to pay rent accrues, which shall be the commencement date shown on the Exhibit E Payment Schedule.

"Equipment" means the property described in Exhibit D and which is the subject of this Agreement.

"Lease Term" means the Original Term and all Renewal Terms provided for in this Agreement under Section 4.01.

"Lessee" means the entity which is described in the first paragraph of this Agreement and which is leasing the Equipment from Lessor under the provisions of this Agreement.

"Lessor" means (i) **Leasing 2, Inc.**, acting as Lessor hereunder; (ii) any surviving resulting or transferee corporation; and (iii) except where the context requires otherwise, any assignee(s) of Lessor.

"Original Term" means the period from the Commencement Date until the end of the fiscal year of Lessee in effect at the Commencement Date.

"Purchase Price" means the amount indicated with respect to any date after payment of all Rental Payments (defined below) due through such date, all as set forth in Exhibit E hereto, or Supplemental Exhibit E hereto, as the case may be.

"Renewal Terms" means the renewal terms of this Agreement as provided for in Article IV of this Agreement, each having a duration of one year and a term co-extensive with the Lessee's fiscal year, except the last of such automatic renewal terms which shall end on the due date of the last Rental Payment set forth in Exhibit E to this Agreement.

"Rental Payments" means the basic rental payments payable by Lessee pursuant to the provisions of this Agreement during the Lease Term. Rental Payments shall be payable by Lessee to the Lessor or its assignee in the amounts and at the times during the Lease Term, as set forth in Exhibit E of this Agreement.

"Vendor" means the manufacturer of the Equipment as well as the agents or dealers of the manufacturer from whom Lessee has purchased or is purchasing the Equipment.

ARTICLE II COVENANTS OF LESSEE

Section 2.01. Lessee represents, covenants and warrants, for the benefit of Lessor and its assignees, as follows:

(a) Lessee is a public body, corporate and politic, duly organized and existing under the Constitution and laws of the State.

(b) Lessee will do or cause to be done all things necessary to preserve and keep in full force and effect its existence as a body, corporate and politic.

(c) Lessee is authorized under the Constitution and laws of the State to enter into this Agreement and the transaction contemplated hereby, and to perform all of its obligations hereunder.

(d) Lessee has been duly authorized to execute and deliver this Agreement under the terms and provisions of the resolution of its governing body, attached hereto as Exhibit A, or by other appropriate official approval, and further represents, covenants and warrants that all requirements have been met, and procedures have occurred in order to ensure the enforceability of this Agreement, and Lessee has complied with such public bidding requirements as may be applicable to this Agreement and the acquisition by Lessee of the Equipment hereunder. Lessee shall cause to be executed and delivered to Lessor an opinion of its counsel substantially in the form attached hereto as Exhibit B.

(e) During the term of this Agreement, the Equipment will be used by Lessee only for the purpose of performing one or more essential governmental or proprietary functions of Lessee consistent with the permissible scope of Lessee's authority and will not be used in a trade or business of any person or entity other than the Lessee.

(f) During the period this Agreement is in force, Lessee will annually provide Lessor with such current financial statements, budgets, proof of appropriation for ensuing fiscal year or such other financial information relating to the decision of Lessee to continue this Agreement as may be reasonably requested by Lessor or its assignee.

(g) The Equipment will have a useful life in the hands of the Lessee that is substantially in excess of the Original Term and all Renewal Terms.

(h) The Equipment is, and during the period this Agreement is in force will remain, personal property and when subjected to use by the Lessee under this Agreement, will not be or become fixtures.

(i) Lessee shall not voluntarily or involuntarily create, incur, assume or suffer to exist any lien, security interest or other encumbrance or attachment of any kind whatsoever on, affecting or with respect to the Equipment.

(j) Lessee shall not give up possession or control of the Equipment.

(k) Lessee shall not change the location of the Equipment without giving prior written notice of the proposed new location to the Lessor and provided that Lessee shall obtain and deliver to Lessor any landlord waivers reasonably requested by Lessor so as to protect Lessor's right, title and interest in and to the Equipment and Lessor's ability to exercise its remedies with regard to the Equipment. The Equipment shall not be used outside of the United States without Lessor's prior written consent.

(l) Lessee shall not alter or modify the Equipment in any manner which would reduce the value or the marketability thereof.

(m) Lessee will take no action that will cause the interest portion of any Rental Payment to become includable in gross income of the recipient for purposes of federal income taxation under the Code, and Lessee will take, and will cause its officers, employees and agents to take, all affirmative action legally within its power to prevent such interest from being includable in gross income for purposes of federal income taxation under Section 103(a) of the United States Internal Revenue Code of 1986 as amended (the "Code"). Lessee represents and warrants that the Lease is to be treated as an obligation of a political subdivision of a state within the meaning of Section 103(c)(1) of the Code.

(n) Lessee is and shall remain in compliance with all laws, rules, regulations and orders applicable to Lessee, including U.S. economic and trade sanctions, and anti-corruption, anti-bribery, anti-money laundering and anti-terrorism laws.

ARTICLE III LEASE OF EQUIPMENT

Section 3.01. Lessor hereby demises, leases and lets to Lessee, and Lessee rents, leases and hires from Lessor, the Equipment, in accordance with the provisions of this Agreement, to have and to hold for the Lease Term.

ARTICLE IV LEASE TERM

Section 4.01. Commencement of Lease Term. The Original Term of this Agreement shall commence on the Commencement Date and shall terminate on the last day of Lessee's fiscal year then in effect. Lessee may renew this Agreement beyond the expiration of the Original Term, or beyond the expiration of any Renewal Term then in effect, up to the number of additional fiscal years provided in Exhibit E of this Agreement by appropriating sufficient funds to make scheduled Rental Payments for the ensuing fiscal year (each a "Renewal Term"). Terms and conditions during any Renewal Term shall be the same as the terms and conditions during the Original Term, except that the Rental Payments shall be as provided in Exhibit E of this Agreement.

Section 4.02. Termination of Lease Term. The Lease Term will terminate upon the earliest of any of the following events:

(a) The expiration of the Original Term or any Renewal Term of this Agreement and the non-renewal of this Agreement in the event of non-appropriation of funds pursuant to Section 6.07;

(b) The exercise by Lessee of the option to purchase the Equipment before expiration of this Agreement granted under the provisions of Articles IX or XI of this Agreement;

(c) A default by Lessee and Lessor's election to terminate this Agreement under Article XIII; or

(d) Payment by Lessee of all Rental Payments authorized or required to be paid by Lessee hereunder through the full lease term.

Section 4.03. Return of Equipment on Termination. Upon expiration or earlier termination of the Original Term or any Renewal Term under any provision of this Agreement at a time when Lessee does not exercise its option to purchase the Equipment granted under the provisions of Articles IX or XI of this Agreement, Lessee hereby agrees to deliver the Equipment to Lessor packaged or otherwise prepared in a manner suitable for shipment by truck or rail common carrier to a location specified by Lessor. All expenses resulting from the return of Equipment on termination will be borne by Lessee.

ARTICLE V ENJOYMENT OF EQUIPMENT

Section 5.01. Provided that no default or event of default shall have occurred hereunder, Lessor hereby covenants that during the Lease Term Lessor will not interfere with Lessee's quiet use and enjoyment of the Equipment.

Lessor shall have the right at all reasonable times during business hours to enter into and upon the property of Lessee for the purpose of inspecting the Equipment.

ARTICLE VI RENTAL PAYMENTS

Section 6.01. Rental Payments to Constitute a Current Expense of Lessee. Lessor and Lessee understand and intend that the obligation of Lessee to pay Rental Payments hereunder shall constitute a current expense of Lessee and shall not in any way be construed to be a debt of Lessee in contravention of any applicable constitutional or statutory limitations or requirements concerning the creation of indebtedness by Lessee.

Section 6.02. Payment of Rental Payments. During the Original Term and during each Renewal Term elected by Lessee, Lessee shall pay Rental Payments, exclusively from any and all legally available funds, in lawful money of the United States of America, exclusively to Lessor or, in the event of assignment by Lessor, to its assignee, in the amounts and on the dates set forth in Exhibit E hereto. Rental Payments shall be in consideration for Lessee's use of the Equipment during the applicable year in which such payments are due. The Rental Payment amounts set forth in Exhibit E are based on the Equipment Cost to be paid by Lessor being the amount set forth in Exhibit E. Lessor shall have no obligation to pay or disburse any amount greater than the amount set forth as the Equipment Cost. Lessee shall not amend any purchase contract, purchase order, or any other agreement that would have the effect of increasing the cost of the Equipment above set forth in Exhibit E as the Equipment Cost without the prior written consent of Lessor. In the event that the actual cost of the Equipment is greater than the amount set forth in Exhibit E, Lessee shall be solely responsible for and hereby agrees to promptly pay such excess to the vendor (s), provided that Lessee may request that Lessor finance such excess, which Lessor may, in its sole discretion elect to do or decline to do. Lessee shall indemnify and hold Lessor harmless from and against any loss, damages, costs and expenses resulting from or relating to any increase in the Equipment Cost. If Lessor, in its sole discretion, elects to finance such excess the amount of each installment of rent will be increased to provide the same yield to Lessor as would have been obtained if the actual cost had been the same as the stated Equipment Cost. In such event, Lessee shall at the request of Lessor execute and deliver an amendment reflecting the increase in the Equipment Cost and the Rental Payments.

Section 6.03. Interest and Principal Components. A portion of each Rental Payment is paid as, and represents payment of, interest, and the balance of each Rental Payment is paid as, and represents payment of principal. Exhibit E hereto sets forth the interest component and the principal component of each Rental Payment during the Lease Term.

Section 6.04. Additional Interest in the Event the Interest is Taxable. Lessee acknowledges that Lessor's yield with respect to this Agreement is dependent upon the full amount of each Rental Payment being excluded from Lessor's income pursuant to the Code. Accordingly, if at any time, as a result of a determination that Lessee has breached a representation or covenant contained herein, or as a result of any change in the Code, any payment of either the interest component or the principal component of any Rental Payment is, in the opinion of counsel for the Lessor, subject to or affected by any income, preference, excess profits, minimum or other federal tax, Lessee shall pay, as additional interest, an amount which is necessary to provide to Lessor the same net income as Lessor would have received but for such event. Lessor's calculations of such additional interest shall be binding upon Lessee in the absence of manifest error.

Section 6.05. Rental Payments to be Unconditional. During the Original Term and during each Renewal Term elected by Lessee, the obligations of Lessee to make payment of the Rental Payments required under this Article VI and other sections hereof and to perform and observe the covenants and agreements contained herein shall be absolute and unconditional in all events, except as expressly provided under this Agreement. Notwithstanding any dispute between Lessee and Lessor, any Vendor or any other person, Lessee agrees to pay all Rental Payments when due and shall not withhold any Rental Payments pending final resolution of such dispute, nor shall Lessee assert any right of set-off or counterclaim against its obligation to make such payments when required under this Agreement. Lessee's obligation to make Rental Payments during the Original Term or the then current Renewal Term elected by Lessee shall not be abated through accident or unforeseen circumstances.

Section 6.06. Continuation of Lease Term by Lessee. Lessee intends, subject to the provisions of Section 6.07, to continue the Lease Term through the Original Term and all the Renewal Terms hereunder. Lessee reasonably believes that legally available funds in an amount sufficient to make all Rental Payments during the Original Term and each of the Renewal Terms can be obtained. The officer of Lessee responsible for budget preparation shall do all things lawfully within his/her power to obtain and maintain funds from which the Rental Payments may be made, including making provision for such payments to the extent necessary in each annual budget submitted and adopted in accordance with applicable provisions of State law, to have such portion of the budget approved, and to exhaust all available reviews and appeals in the event such portion of the budget is not approved. Notwithstanding the foregoing, the decision whether or not to budget and appropriate funds is within the discretion of Lessee's governing body.

Section 6.07. Termination by Nonappropriation. In the event Lessee does not appropriate sufficient funds for the payment of the Rental Payments scheduled to be paid in the next occurring Renewal Term, then Lessee may terminate this Agreement at the end of the then current Original Term or Renewal Term, and Lessee shall not be obligated to make payment of the Rental Payments provided for in this Agreement beyond the end of the then current Original or Renewal Term. Lessee agrees to deliver notice to Lessor of such termination at least 90 days prior to the end of the then current Original or Renewal Term.

Section 6.08. Late Charges. If any Rental Payment is not paid in full to Lessor within fifteen (15) days after the payment first became due and payable, Lessee shall immediately pay to Lessor an additional one time late charge equal to five (5%) percent or, if less the maximum rate permitted by law, of each such amount past due along with the Rental Payment. If any Rental Payment remains unpaid beyond 45 days after it first became due and payable, or if Lessor has elected to exercise any remedies following an event or default, interest shall accrue on past due amounts at the rate of 1% per month or the highest rate allowed by law, whichever is less. Partial payments by Lessee shall be applied first to the accrued interest component of past due Rental Payments and the balance to the remaining principal component of past due Rental Payments.

Section 6.09. Prepayment. Lessee shall have the right to prepay principal components of Rental Payments in whole on any date set forth in Exhibit E by paying the then applicable Purchase Price set forth in Exhibit E on such date.

ARTICLE VII TITLE TO EQUIPMENT

Section 7.01. Title to the Equipment. During the term of this Agreement, title to the Equipment and any and all additions, repairs, replacements or modifications shall vest in Lessee, subject to the rights of Lessor under this Agreement. In the event of default as set forth in Section 13.01 or nonappropriation as set forth in Section 6.07, Lessee agrees to surrender possession of the Equipment to Lessor. Lessee and Lessor intend for federal income tax purposes under the Internal Revenue Code of 1986, as amended, that this Agreement constitutes a financing lease or an installment sale contract rather than a true lease.

ARTICLE VIII MAINTENANCE; MODIFICATION; TAXES; INSURANCE AND OTHER CHARGES

Section 8.01. Maintenance of Equipment by Lessee. Lessee agrees that at all times during the Lease Term Lessee will, at Lessee's own cost and expense, maintain, preserve and keep the Equipment in good repair, working order and condition, and that Lessee will from time to time make or cause to be made all necessary and proper repairs, replacements and renewals. Lessor shall have no responsibility in any of these matters, or for the making of improvements or additions to the Equipment.

Section 8.02. Taxes, Other Governmental Charges and Utility Charges. In the event that the use, possession or acquisition of the Equipment is found to be subject to taxation in any form (except for income taxes of Lessor), Lessee will pay during the Lease Term, as the same respectively come due, all taxes and governmental charges of any kind whatsoever that may at any time be lawfully assessed or levied against or with respect to the Equipment and any equipment or other property acquired by Lessee in substitution for, as a renewal or replacement of, or a modification, improvement or addition to the Equipment, as well as all gas, water, steam, electricity, heat, power, telephone, utility and other charges incurred in the operation, maintenance, use, occupancy and upkeep of the Equipment; provided that, with respect to any governmental charges that may lawfully be paid in installments over a period of years, Lessee shall be obligated to pay only such installments as have accrued during the time this Agreement is in effect.

Section 8.03. Provisions Regarding Insurance. At its own expense, Lessee shall cause casualty, public liability and property damage insurance to be carried and maintained, or shall demonstrate to the satisfaction of Lessor that adequate self-insurance is provided with respect to the Equipment, sufficient to protect the Full Insurable Value (as that term is hereinafter defined) of the Equipment, and to protect Lessor from liability in all events. All insurance proceeds from casualty losses shall be payable as hereinafter provided in this Agreement. Lessee shall furnish to Lessor certificates evidencing such coverage throughout the Lease Term. Alternatively, Lessee may insure the Equipment under a blanket insurance policy or policies which cover not only the Equipment but other properties. If Lessee insures similar properties by self-insurance and upon approval by Lessor, Lessee may insure the Equipment by means of an adequate insurance fund.

The term "Full Insurable Value" as used herein shall mean the full replacement value of the Equipment.

Any insurance policy pursuant to this Section 8.03 shall be so written or endorsed as to make losses, if any, payable to Lessee and Lessor as their respective interests may appear. The Net Proceeds (as defined in Section 9.01) of the insurance required in this Section 8.03 shall be applied as provided in Article IX hereof. Each insurance policy provided for in this Section 8.03 shall contain a provision to the effect that the insurance company shall not cancel the policy or modify it materially and adversely to the interest of Lessor without first giving written notice thereof to Lessor at least 30 days in advance of such cancellation.

Section 8.04. Advances. In the event Lessee shall fail to perform any of its obligations hereunder Lessor may (but shall be under no obligation to) take such action as may be necessary to cure such failure, including, without limitation, the advancement of money; and all amounts so advanced by Lessor shall become additional rent for the then current Original Term or Renewal Term, which amounts, together with interest thereon at the rate of 12% per annum, or if less the maximum rate permitted by law, Lessee agrees to pay.

ARTICLE IX DAMAGE, DESTRUCTION AND CONDEMNATION: USE OF NET PROCEEDS

Section 9.01. Damage, Destruction and Condemnation. If prior to the termination of the Lease Term (a) the Equipment or any portion thereof is destroyed (in whole or in part) or is damaged by fire or other casualty or (b) title to, or the temporary use of the Equipment or any part thereof or the estate of Lessee or Lessor in the Equipment or any part thereof shall be taken under the exercise of the power eminent domain by any governmental body or by any person, firm or corporation acting under governmental authority, Lessee and Lessor will cause the Net Proceeds of any insurance claim or condemnation award to be applied to the prompt replacement, repair, restoration, modification or improvement of the Equipment. Any balance of the Net Proceeds remaining after such work has been completed shall be paid to Lessee.

For purposes of Section 8.03 and this Article IX, the term "Net Proceeds" shall mean the amount remaining from the gross proceeds of any insurance claim or condemnation award after deducting all expenses (including attorney's fees) incurred in the collection of such claims or award.

Section 9.02. Insufficiency of Net Proceeds. If the Net Proceeds are insufficient to pay in full the cost of any repair, restoration, modification or improvement referred to in Section 9.01 hereof, Lessee shall either (a) complete the work and pay any cost in excess of the amount of Net Proceeds, and Lessee agrees that if by reason of any such insufficiency of the Net Proceeds, Lessee shall make any payments pursuant to the provisions of this Section 9.02, Lessee shall not be entitled to any reimbursement therefore from Lessor nor shall Lessee be entitled to any diminution of the amounts payable under Article VI hereof or (b) if Lessee is not in default hereunder, Lessee shall pay to Lessor the amount of the then applicable Purchase Price, and, upon such payment, the Lease Term shall terminate and Lessor's interest in the Equipment shall terminate as provided in Article XI of this Agreement. The amount of the Net Proceeds in excess of the then applicable Purchase Price, if any, may be retained by Lessee.

ARTICLE X DISCLAIMER OF WARRANTIES; VENDOR'S WARRANTIES; USE OF EQUIPMENT

Section 10.01. Disclaimer of Warranties. LESSOR MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, AS TO THE VALUE, DESIGN, CONDITION, MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE OR FITNESS FOR USE OF THE EQUIPMENT, OR WARRANTY WITH RESPECT THERETO. In no event shall Lessor be liable for any incidental, indirect, special or consequential damage in connection with or arising out of this Agreement or the existence, furnishing, functioning or Lessee's use of any item of Equipment.

Section 10.02. Vendor's Warranties. Lessor hereby irrevocably appoints Lessee its agent and attorney-in-fact during the Lease Term, so long as Lessee shall not be in default hereunder, to assert from time to time whatever claims and rights, including warranties of the Equipment, if any which Lessor may have against the Vendor of the Equipment. Lessee's sole remedy for the breach of such warranty, indemnification or representation shall be against the Vendor of the Equipment, and not against the Lessor, nor shall such matter have any effect whatsoever on the rights of Lessor with respect to this Agreement, including the right to receive full and timely payments hereunder. Lessee expressly acknowledges that Lessor makes, and has made, no representation or warranties whatsoever as to the existence or availability of such warranties of the Vendor of the Equipment.

Section 10.03. Use of the Equipment. Lessee will not install, use, operate or maintain the Equipment improperly, carelessly, in violation of any applicable law or in a manner contrary to that contemplated by this Agreement. Lessee shall provide all permits and licenses, if any, necessary for the installation and operation of the Equipment. In addition, Lessee agrees to comply in all respects (including, without limitation, with respect to the use, maintenance and operation of each item of the Equipment) with all laws of the jurisdictions in which its operations involving any item of Equipment may extend and any legislative, executive, administrative or judicial body exercising any power or jurisdiction over the items of the Equipment; provided, however, that Lessee may contest in good faith the validity or application of any such law or rule in any reasonable manner which does not, in the reasonable opinion of the Lessor, adversely affect the estate of Lessor in and to any of the items of the Equipment or its interest or rights under this Agreement.

ARTICLE XI OPTION TO PURCHASE

Section 11.01 At the request of Lessee, Lessor's interest in the Equipment and additional Rental Payments will be terminated and this Agreement shall terminate:

- (a) At the end of the final Renewal Term, upon payment by Lessee of all Rental Payments scheduled as set forth in Exhibit E to this Agreement; or
- (b) if the Lease Term is terminated pursuant to Article IX of this Agreement, in the event of total damage, destruction or condemnation of the Equipment; or
- (c) any time when Lessee is not on such date in default under this Agreement, upon payment by Lessee of the then applicable Purchase Price to Lessor.

Upon the occurrence of any of such events, Lessor shall, if requested by Lessee, deliver a Bill of Sale of its remaining interest in the Equipment to Lessee "AS IS - WHERE IS" without additional cost or payment by Lessee.

ARTICLE XII ASSIGNMENT, SUBLEASING, INDEMNIFICATION MORTGAGING AND SELLING

Section 12.01. Assignment by Lessor. This Agreement, and the rights of Lessor hereunder, may be assigned and reassigned in whole or in part to one or more assignees and subassignees by Lessor at any time subsequent to its execution, without the necessity of obtaining the consent of Lessee; provided, however, that no such assignment or reassignment shall be effective unless and until (i) Lessee shall have received notice of the assignment or reassignment disclosing the name and address of the assignee or subassignee, and (ii) in the event that such assignment is made to a bank or trust company as trustee for holders of certificates representing interests in this Agreement, such bank or trust company agrees to maintain, or cause to be maintained, a book-entry system by which a record of names and addresses of such holders as of any particular time is kept and agrees, upon request of the Lessee, to furnish such information to Lessee. Upon receipt of notice of assignment, Lessee agrees to keep a written record thereof, and to make all payments to the assignee designated in the notice of assignment, notwithstanding any claim, defense, setoff or counterclaim whatsoever (whether arising from a breach of this Agreement or otherwise) that Lessee may from time to time have against Lessor, or the assignee. Lessee agrees to execute all documents which may be reasonably requested by Lessor or its assignee to protect their interests in this Agreement.

Section 12.02. No Sale, Assignment or Subleasing by Lessee. This Agreement and the interest of Lessee in the Equipment may not be sold, assigned or encumbered by Lessee without the prior written consent of Lessor.

Section 12.03. Lessee Negligence. To the extent permitted by the laws and Constitution of the State, Lessee shall protect and hold harmless Lessor from and against any and all liability, obligations, losses, claims and damages whatsoever, regardless of cause thereof, and expenses in connection therewith, including, without limitation, counsel fees and expenses, penalties and interest arising out of or as the result of the entering into this Agreement, the ownership of any item of the Equipment, the ordering, acquisition, use, operation, condition, purchase, delivery, rejection, storage or return of any item of the Equipment or any accident in connection with the operation, use, condition, possession, storage or return of any item of the Equipment resulting in damage to property or injury to or death of any person, to the extent that such liability, obligation, loss, claim or damage arises out of or is proximately caused by the negligent conduct of Lessee, its officers, employees or agents. The obligation of Lessee arising under this paragraph shall continue in full force and effect notwithstanding the full payment of all other obligations under this Agreement or the termination of the Lease Term for any reason.

ARTICLE XIII EVENTS OF DEFAULT AND REMEDIES

Section 13.01. Events of Default Defined. The following shall be "events of default" under this Agreement and the terms "event of default" and "default" shall mean, whenever they are used in this Agreement, any one or more of the following events:

- (a) Failure by Lessee to pay any Rental Payment or other payment required to be paid hereunder at the time specified herein; and
- (b) Failure by Lessee to observe and perform any covenant, condition or agreement on its part to be observed or performed, other than as referred to in Section 13.01 (a), for a period of 30 days after written notice, specifying such failure and requesting that it be remedied as given to Lessee by Lessor, unless Lessor shall agree in writing to an extension of such time prior to the expiration, provided, however, if the failure stated in the notice cannot be corrected within the applicable period, Lessor will not unreasonably withhold its consent to an extension of such time if corrective action is instituted by Lessee within the applicable period and diligently pursued until the default is corrected.
- (c) The filing by Lessee of a voluntary petition in bankruptcy, or failure by Lessee promptly to lift any execution, garnishment, or attachment of such consequence as would impair the ability of Lessee to carry on its governmental function or adjudication of Lessee as a bankrupt or assignment by Lessee for the benefit of creditors, or the entry by Lessee into an agreement of composition with creditors, or the approval by a court of competent jurisdiction of a petition applicable to Lessee in any proceedings instituted under the provisions of the Federal Bankruptcy Statute, as amended, or under any similar acts which may hereafter be enacted.

The foregoing provisions of this Section 13.01 are subject to (i) the provisions of Section 6.07 hereof with respect to nonappropriation; and (ii) if by reason of force majeure Lessee is unable in whole or in part to carry out its agreement on its part herein contained, other than the obligations on the part of Lessee contained in Article VI hereof, Lessee shall not be deemed in default during the continuance of such inability. The term "force majeure" as used herein shall mean, without limitation, the following: acts of God; strikes, lockouts or other employee relations disturbances; acts of public enemies; orders or restraints of any kind of the government of the United States of America or the state wherein Lessee is located or any of their departments, agencies or officials, or any civil or military authority, insurrections; riots; landslides; earthquakes; fires; storms; droughts; floods; or explosions.

Section 13.02. Remedies on Default. Whenever any event of default referred to in Section 13.01 hereof shall have happened and be continuing, Lessee agrees to return the equipment to Lessor and Lessor shall have the right at its sole option without any further demand or notice, to take either one or both of the following remedial steps:

- (a) Accept surrender from Lessee of the equipment for sale or release by Lessor in a commercially reasonable manner. All proceeds of such sale or re-letting shall inure to Lessor, provided, however, if such proceeds after deduction of Lessor's reasonable costs and expenses, including attorneys' fees, incurred to recover possession, restore or clean-up and sell or release the equipment, exceed an amount equal to the sum of the past due but unpaid Rental Payments and an amount equal to the then applicable purchase price, Lessor shall remit the amount of such excess to Lessee; or
- (b) Institute an action in a court of competent jurisdiction to recover Lessor's compensatory damages resulting from Lessee's default.

Lessor agrees that it shall not have a right to seek any remedy of specific performance nor shall Lessor have any "self-help" right to take possession of the equipment absent Lessee's voluntary surrender thereof.

Section 13.03. No Remedy Exclusive. No remedy herein conferred upon or reserved to Lessor is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy give under this Agreement or now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default

shall impair any such right or power or shall be construed to be a waiver hereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient.

ARTICLE XIV MISCELLANEOUS

Section 14.01. Notices. All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when delivered or mailed by registered mail, postage prepaid, to the parties at their respective places of business.

Section 14.02. Binding Effect. This Agreement shall inure to the benefit of and shall be binding upon Lessor and Lessee and their respective successors and assigns.

Section 14.03. Severability. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 14.04. Amendments. The terms of the Agreement shall not be waived, altered, modified, supplemented or amended in any manner whatsoever except by written instrument signed by the Lessor and the Lessee.

Section 14.05. Execution in Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 14.06. Delayed Closing. In the event of a delayed closing, Lessor shall receive as additional compensation any amount that accrues between the Commencement Date and the Closing Date.

Section 14.07. Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

Section 14.08. Captions. The captions or headings in this Agreement are for convenience only and do not define, limit or describe the scope or intent of any provisions of sections of this Agreement.

Section 14.09. Entire Agreement. This Agreement and the executed Exhibits attached hereto constitute the entire agreement between Lessor and Lessee. No waiver, consent, modification or change of terms of this Agreement shall bind either party unless in writing signed by both parties, and then such waiver, consent, modification or change shall be effective only in the specific instance and for the specific purpose given. There are no understandings, agreements, representations or warranties, express or implied, not specified herein, regarding this Agreement or the equipment leased hereunder.

Section 14.10. Execution of Facsimile. In the interest of time, each party agrees that execution of signature pages of this Agreement by such party followed by transmission of such pages by facsimile/Telecopier will be legally binding upon such party. After each party has executed and transmitted such signature pages, each party agrees to execute hard copies of this Agreement and to promptly forward originals to the other party hereto.

Section 14.11. Correction of Documents. Lessee agrees to execute and deliver, or provide, as required by Lessor, any documents and information, from time to time, that may be necessary for the purpose of correcting any errors or omissions in this Lease or to reflect the true intent of Lessor in this transaction. All such documents and information must be satisfactory to Lessor.

Section 14.12 WAIVER OF JURY TRIAL. Lessee and Lessor hereby irrevocably waive any right to a jury trial with respect to any matter arising under or in connection with this Lease and agree that any dispute shall be determined by a court sitting without a jury.

Section 14.13. Performance Bonds. If requested by Lessor to facilitate payments to vendors in advance of delivery and acceptance, Lessee agrees to require the Equipment manufacturer, and all other contractors and/or subcontractors (collectively, "Contractors") with whom Lessee has contracted for the acquisition of the Equipment, to provide performance bond satisfactory to Lessor conditioned upon the construction of the Equipment as expeditiously as reasonably possible from the date of execution of such Lease and also conditioned upon delivery of possession of the Equipment to the Lessee free and clear of all liens and encumbrances, except the security interest granted to Lessor under the Lease-Purchase Agreement. Each such bond shall be in a form and with a surety acceptable to Lessor and shall name Lessor as a dual obligee. The Lessee shall proceed promptly to pursue diligently any remedies available against a Contractor that is in default under any agreement relating to the acquisition and construction of the Equipment and/or against each surety on any bond securing the performance of such Contractor's obligations with respect to the acquisition and construction of the Equipment. The Lessee and Lessor shall cause the net proceeds recovered by way of the foregoing to be applied, at Lessor's option, to (i) the completion of the Equipment, or (ii) the payment of all rent payments then due plus the then applicable Termination Balance. Any balance of net proceeds remaining after completion of Equipment construction or payment of the outstanding balance owed under the applicable Lease shall be paid promptly to Lessee.

Section 14.14. Time is of the Essence. Lessor and Lessee agree that time is of the essence of all provisions of each Lease entered into under this Agreement.

Any terms and conditions of any purchase order or other document submitted by Lessee in connection with this Agreement which are in addition to or inconsistent with the terms and conditions of this Agreement will not be binding on Lessor and will not apply to this Agreement. Lessee by the signature below of its authorized representative acknowledges that it has read this Agreement, understands it, and agrees to be bound by its terms and conditions.

IN WITNESS WHEREOF, Lessor has executed this Agreement in its corporate name and by its duly authorized officer, and Lessee has caused this Agreement to be executed in its corporate name and by its duly authorized officer. All of the above occurred as of the date first written below; this Agreement shall be binding on Lessee beginning on the date it is accepted and executed by Lessor.

LESSOR: Leasing 2, Inc.

Execute:

By: _____

Title: _____

Date: _____

LESSEE: Jefferson County Board of County Commissioners

Execute:

By: 
Parrish Barwick

Title: County Coordinator

Date: 4-23-19

EXHIBIT A

RESOLUTION OF GOVERNING BODY
EXTRACT OF MINUTES

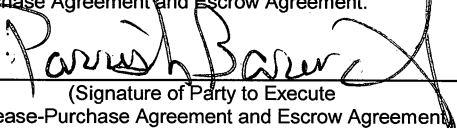
LESSEE: Jefferson County Board of County Commissioners

At a duly called meeting of the governing body of Lessee held on the 18th day of April, 2019, the following resolution was introduced and adopted.

WHEREAS, the governing body of Lessee has determined that a true and very real need exists for the acquisition of the Equipment described in the Lease-Purchase Agreement by and between Lessee and **Leasing 2, Inc.**; and has further determined that the Equipment will be used solely for essential governmental functions and not for private business use.

WHEREAS, Lessee has taken the necessary steps, including, without limitation to compliance with legal bidding requirements, under applicable law to arrange for the acquisition of such Equipment.

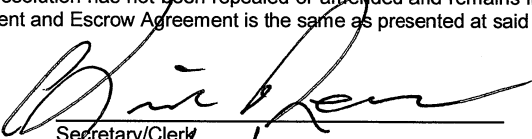
BE IT RESOLVED, by the governing body of Lessee that the terms of said Lease-Purchase Agreement and Escrow Agreement are in the best interest of Lessee for the acquisition of such Equipment, and the governing body of Lessee designates and confirms the following person to execute and deliver, the Lease-Purchase Agreement and Escrow Agreement and any related documents necessary to the consummation of the transactions contemplated by the Lease-Purchase Agreement and Escrow Agreement.



(Signature of Party to Execute
Lease-Purchase Agreement and Escrow Agreement)

Parrish Barwick, County Coordinator
(Print Name and Title)

The undersigned further certifies that the above resolution has not been repealed or amended and remains in full force and effect and further certifies that the above and foregoing Lease-Purchase Agreement and Escrow Agreement is the same as presented at said meeting of the governing body of Lessee.



Secretary/Clerk
Date 4/18/19

JEFFERSON COUNTY BOARD OF COUNTY COMMISSIONERS

Regular Session

Courthouse Annex

April 18, 2019

6:00 P.M.

The Board met this date in regular session. Present were Chair Betsy Barfield, Commissioners Stephen Fulford, Eugene Hall, J.T. Surlis and Stephen Walker. Also present were County Attorneys Buck Bird and Scott Shirley, County Coordinator Parrish Barwick and Clerk of Court Kirk Reams.

1. Chair Barfield called the meeting Order. Commissioner Fulford led the invocation and pledge of allegiance.
2. Kimberly Albritton, with the Jefferson County Health Department, addressed the Board regarding her progress towards her Master's Degree. She informed the Board that she had two classes to complete before receiving her Master's Degree in Business Administration and that she anticipates having the classes finished by October of this year.
3. **On motion Commissioner Walker, seconded by Commissioner Surlis and unanimously carried, the Board approved the Consent Agenda consisting of: Approval of Agenda; General Fund/Transportation Vouchers; BOCC Minutes for 3/7/2019, 3/21/2019 and 4/4/2019 Board meetings; and Holly Bushes on US Highway 90 to be Removed by FDOT.**
4. County Coordinator Parrish Barwick introduced the Census Committee Appointment item and stated that someone known throughout the community was needed to go into neighborhoods and get the word out about the census in order to get the best count. He stated he would be bringing a recommendation to the next meeting. Citizen Paul Henry stated he did not mind being counted but did not like all of the other questions.
5. Commissioner Hall introduced the gun range request for a site at the landfill on Tyson Road. Citizen Keith Cook spoke in favor of a gun range and stated it had been discussed in the past. Commissioner Hall expressed his support of this idea. Citizens Lynn Stafford, Lisa Hayes, Paul Henry and Bill Brown spoke in favor of a gun range. Citizen Richard Connell offered the services of GFAST to build berms. Attorney Scott Shirley recommended the County follow the permitting requirements as closely as possible, including notifying neighbors and developing a minor site plan. Sheriff Mac McNeill stated he was fully supporting of the gun range and that it would benefit the community. Commissioner Fulford asked if the Tyson Road site was viable, to which Attorney Shirley stated it would not be for a commercial range as it would require over 40 acres and perimeter fencing, but that for a pistol only range or 100 yard rifle range it could work. Clerk of Court Kirk Reams stated any exceptions made would set a precedent if another citizen wanted to open a gun range. **Commissioner Hall made a motion to move forward with the range, to which Commissioner Walker seconded for further discussion.** Citizen Gordon Dean noted his extensive work at the specific site and stated the safest direction to shoot at the Tyson Road site would be to the west. He also volunteered his time as a professional engineer toward the cause. County Coordinator Parrish Barwick stated he would take direction from the Board but his opinion was to focus on a short range. **Commissioner Hall amended his second to include following proper protocol/paperwork, notifying neighbors and limiting it to a 25-yard pistol range and 100-yard rifle range, to which Walker amended his second. The motion carried unanimously.**

6. Clerk of Court Kirk Reams introduced the resolution supporting the historic Monticello High School grant application. Chair Barfield stated that over \$150,000 had been approved for plans from EMI and asked if this money would come from Fines & Forfeitures, to which Clerk Reams responded in the affirmative. Clerk Reams noted that the grant will begin in July 2020 but will not incur any bills until late 2020 and that funds should be adequately built up by that point in time. **On motion by Commissioner Walker, seconded by Commissioner Surles and unanimously carried, the Board approved the resolution of support.**
7. Clerk of Court Kirk Reams introduced the resolution of support for the Police Athletic League grant application. He stated that—if awarded—the grant would go towards renovating the Jefferson County High School gym. He stated there was no financial obligation from the Board and it was just a resolution of support. **On motion by Commissioner Hall, seconded by Commissioner Walker and unanimously carried, the Board approved the resolution of support.**
8. Clerk of Court Kirk Reams stated he and his staff would have the materials requested by the external auditors ready to give to Mr. John Hamilton by the end of next week. He also stated he would like the Board to place support resolutions for historic preservation of the “A” Building and the old high school gym currently being leased by the Police Athletic League.
9. As a side note, Clerk of Court Kirk Reams stated he would emailing county departments and Constitutional Offices in the near future to request his office be kept in the loop on all grants for audit purposes.
10. County Coordinator Parrish Barwick introduced the travel policy discussion and stated that currently \$7,000 was budgeted and over \$5,000 had already been spent. Mr. Barwick stated his proposal would be that any out of state travel come before the Board or be placed on the agenda. Chair Barfield stated that the Board would budget for all five Commissioners to attend the Florida state conference (Florida Association of Counties) but that anyone desiring to go to the National Association of Counties or other conferences needed the permission of the Board. **On motion by Commissioner Surles, seconded by Commissioner Walker and carried 4 to 1 (Hall opposed), the Board approved the new travel policy for County Commissioners.**
11. Citizen Paul Henry commended County Coordinator Barwick and Clerk of Court Kirk Reams for the paving performed on Blue Lake Road as a result of the road bond money.
12. Commissioner Walker complimented Sherry Dean for her efforts on the rodeo fundraiser in support of the Senior Center.
13. Clerk of Court Kirk Reams informed the Board that his office had compiled all of the requested information from the auditors for the Clerk’s Office and Board of County Commission. He stated the information had been turned over to John Hamilton for review.
14. County Coordinator Barwick gave an update on Road Department activities and stated he needed the Board’s signature approval to sign new leases for switching out dump trucks. The consensus of the Board was for Mr. Barwick to proceed with the new leases.
15. Attorney Scott Shirley gave an update on the liability coverage response from the insurance carrier regarding legal fees for Clerk of Court Kirk Reams. He stated that the claim was denied by the carrier as it arises out of an allegation of criminality, which is an express

exclusion in the policy. Attorney Shirley recommended that Paul Dawson (Brown & Brown) attend a future meeting to clear up any misconceptions. Mr. Shirley stated that Attorney David Marsey is now defending the Board and recommended an executive session at the second meeting in May to discuss litigation strategy.

16. Commissioner Walker gave an update on the Wacissa River park.
17. Commissioner Hall gave an update on the recreation board and presented minutes from their most recent meeting.
18. Commissioner Fulford gave an economic development update and stated that Enterprise Florida is requesting submissions and that proposals had been made for several locations in Jefferson County. He also noted that Dewberry did conceptual drawings for site developments and that he would like to engage developers/realtors with this information.
19. Chair Barfield stated that she was going to mention the turning lane in Waukeenah at the next CRTPA meeting and also that she spoke with FDOT about the widening of Ashville Highway.
20. Chair Barfield stated an appointee was needed for the general election canvassing board and that it would be placed on a future agenda.
21. On motion by Commissioner Surles, seconded by Commissioner Walker and unanimously carried, the meeting was adjourned.

**Board of County Commissioners
Jefferson County, Florida**

Betsy Barfield, Chair

ATTEST:

Kirk Reams, Clerk of Court

T. BUCKINGHAM BIRD
ATTORNEY AT LAW
P.O. BOX 247
Monticello, Florida 32345



(850) 997-3503
tbird@birdlawfl.com

(850) 997-7109 (fax)
170 N. Waukeelah Street

EXHIBIT B

OPINION OF LESSEE'S COUNSEL

LESSEE: Jefferson County Board of County Commissioners

DATE OF AGREEMENT: May 1, 2019

Leasing 2, Inc.
1720 West Cass Street
Tampa, FL 33606-1230

[Ladies] and Gentlemen:

As counsel for **Jefferson County Board of County Commissioners** ("Lessee"), I have examined duly executed originals of the Lease-Purchase Agreement and Escrow Agreement, if applicable (the "Agreement"), between Lessee and Leasing 2, Inc. ("Lessor"), dated as of **May 1, 2019** and the proceedings taken by Lessee to authorize and execute the Agreement. Based upon such examination and upon such other examination as I have deemed necessary or appropriate, I am of the opinion that:

1. Lessee is a public body corporate and politic, legally existing under the laws of the State of **Florida**.
2. The Agreement has been duly authorized, executed and delivered by Lessee, pursuant to Constitutional, statutory and/or home rule provisions which authorize this transaction and Resolution No 2019-041819-01 attached as Exhibit A to the Agreement.
3. The Agreement is a legal, valid and binding obligation of Lessee, enforceable in accordance with its terms. In the event the Lessor obtains a judgment against Lessee in money damages, as a result of an event of default under the Agreement, Lessee will be obligated to pay such judgment.
4. Applicable public bidding requirements have been complied with.
5. To the best of my knowledge, no litigation is pending or threatened in any court or other tribunal, state or federal, which questions or affects the validity of the Agreement.
6. The signature of the officer of Lessee which appears on the Agreement is true and genuine; I know said officer and know him/her to hold the office set forth below his/her names.

7. The Equipment leased pursuant to the Agreement constitutes personal property and when subjected to use by Lessee will not be or become fixtures under applicable law.

8. The leasing of the Equipment pursuant to the Agreement is exempt from all sales and use taxes against either the Lessor or the Lessee during the term of the Lease and the Equipment will be exempt from any state and local personal property or other ad valorem taxes during the term of the Lease.

This opinion may be relied upon by the addressee hereof and its successors and assignees of interests in the Lease, but only with regard to matters specifically set forth herein.

Sincerely,



T. Buckingham Bird

May 1, 2019

TBB/ds
Enclosures as stated

EXHIBIT C

CERTIFICATE AS TO ARBITRAGE

I, **Parrish Barwick**, hereby certify that I am duly qualified and acting **County Coordinator**, of **Jefferson County Board of County Commissioners** (the "Lessee"), and that in my official capacity as such officer, I am responsible for executing and delivering, on behalf of the Lessee, the Lease-Purchase Agreement dated **May 1, 2019** (the "Agreement"), by and between Leasing 2, Inc. ("Lessor") and the Lessee. This Certificate is being issued pursuant to Section 148 of the Internal Revenue Code of 1986, as amended (the "Code"), and the Treasury Regulations promulgated thereunder (the "Regulations"). The following facts, estimates and circumstances are in existence on the date of this Certificate or are reasonably expected to occur hereafter.

1. The Lease provides for the acquisition and financing of certain equipment described therein (the "Equipment") Pursuant to the Agreement, the Lessor is required to lease the Equipment to the Lessee and the Lessee is required to make rental payments with respect thereto, comprising principal and interest, on the dates and in the amounts set forth therein (the "Rental Payments").

2. On the date hereof, Lessor will deposit into escrow to be held for the benefit of Lessee the amount of **\$304,500.00**, which, together with interest earned thereon until disbursed if necessary, will be used to pay the costs of the Equipment in the amount of **\$304,500.00**. In the event any interest income remains in escrow after payment of such Equipment cost, such amount shall be retained by Lessor as additional fee income.

3. The Lessee has entered into or will within six (6) months of the date hereof enter into contracts for the acquisition of the Equipment, which contracts will obligate the payment of all amounts held in escrow.

4. The Equipment will be acquired with due diligence and will be fully acquired on or before _____.

5. In any event, all of the spendable proceeds of the Agreement will be expended on the Equipment within three (3) years from the date of execution of the Agreement. No proceeds of the Agreement will be used to reimburse the Lessee for expenditures made prior to the date of the issuance of the Agreement, unless Lessee shall have complied with the requirements of Section 1.150-2 of the Regulations. If applicable, a copy of Lessee's official intent with respect to such reimbursement is attached hereto as attachment 1.

6. The original proceeds of the Agreement, and the interest to be earned thereon, do not exceed the amount necessary for the governmental purpose for which the Agreement is issued.

7. The interest of the Lessee in the Equipment has not been, and is not expected during the term of the Agreement, to be sold or otherwise disposed of by the Lessee.

8. No sinking fund will be maintained by the Lessee with respect to the Rental Payments.

9. The Agreement is not a "hedge bond" within the meaning of Section 149(g) of the Code. The Lessee expects to spend not less than 85% of the spendable proceeds of the Agreement within three years after the date hereof and less than 50% of the proceeds of the Agreement is invested in Nonpurpose investments having a substantially guaranteed yield for four years or more.

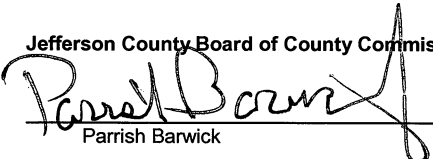
10. In the Agreement the Lessee has covenanted to take all actions necessary to ensure that the interest paid under the Agreement remains excludable from gross income under the Code. Such covenant includes, without limitation, the requirement to comply with the requirements of the Code relating to the rebate of arbitrage profit to the United States Government.

11. To the best of the knowledge and belief of the undersigned, the expectations of the Lessee as set forth above, are reasonable; and there are no present facts, estimates and circumstances which would damage the foregoing expectations.

LESSEE:

Jefferson County Board of County Commissioners

By:


Parrish Barwick

Title:

County Coordinator

Date:

April 23, 2019

EXHIBIT D
DESCRIPTION OF EQUIPMENT

The Equipment which is the subject of the attached Lease-Purchase Agreement is as follows:

(2) Mack GR64B Dump Trucks, VIN: 1) _____
2) _____

together with all additions, accessions and replacements thereto.

Lessee hereby certifies that the description of the personal property set forth above constitutes an accurate description of the "Equipment", as defined in the attached Lease-Purchase Agreement.


LOCATION OF THE EQUIPMENT:

_____ 1484 South Jefferson Street _____
_____ Monticello, FL 32344 _____

After Lessee signs this Agreement, Lessee authorizes Lessor to insert any missing information or change any inaccurate information (such as the model year of the Equipment or its serial number or VIN) into the Description of Equipment.

LESSEE: **Jefferson County Board of County Commissioners**

By:


Parrish Barwick

Title:

_____ County Coordinator _____

Date:

_____ April 23, 2019 _____

EXHIBIT E
PAYMENT SCHEDULE

LESSEE: Jefferson County Board of County Commissioners
 LEASE AMOUNT: \$304,500.00
 COMMENCEMENT DATE: 5/1/2019
 INTEREST RATE: 3.96%

PAYMENT					PURCHASE
<u>NO.</u>	<u>DATE</u>	<u>PAYMENT</u>	<u>INTEREST</u>	<u>PRINCIPAL</u>	<u>PRICE*</u>
1	7/1/2019	\$30,000.00	\$2,043.19	\$27,956.81	\$285,475.92
2	7/1/2020	\$76,113.09	\$10,951.11	\$65,161.98	\$217,280.17
3	7/1/2021	\$76,113.09	\$8,370.69	\$67,742.40	\$147,011.27
4	7/1/2022	\$76,113.09	\$5,688.10	\$70,424.99	\$74,606.19
5	7/1/2023	\$76,113.09	\$2,899.27	\$73,213.82	\$0.00
Grand Totals		\$334,452.36	\$29,952.36	\$304,500.00	

LESSEE: Jefferson County Board of County Commissioners

By: _____

Parrish Barwick
Parrish Barwick

Title: _____

County Coordinator

Date: _____

April 23, 2019

* After payment of Rental Payment due on such date.

EXHIBIT F

ACCEPTANCE CERTIFICATE

The undersigned, as Lessee under the Lease-Purchase Agreement (the "Agreement") dated **May 1, 2019**, with **Leasing 2, Inc.** ("Lessor"), hereby acknowledges:

1. _____ **Equipment delivered and accepted:** Lessee has received in good condition all of the Equipment described in the Agreement and in Exhibit D thereto and accepts the Equipment for all purposes this _____ day of _____, 20____.
2. _____ **Equipment delivery has not yet taken place:** The Equipment described in the Agreement and in Exhibit D thereto, has not been delivered, but is scheduled to be delivered within 18 months. Lessor has agreed to deposit into an escrow account an amount sufficient to pay the total cost of the Equipment identified in Exhibit D of the Agreement. Exhibit E accurately reflects the Lease Amount. Lessee agrees to execute an Acceptance Certificate and Payment Request Form authorizing payment of the cost of the Equipment, or a portion thereof, for each withdrawal of funds from the Escrow Account. Lessee's obligation to commence Rental Payments as set forth in Exhibit E-Payment Schedule is absolute and unconditional as of the Commencement Date, subject to the terms and conditions of the Agreement. Lessee further acknowledges that the Agreement is not subject to the successful delivery of the Equipment, and that in the event of non-performance by the Vendor, Lessee will retain all responsibility for performance under the Agreement.
3. _____ **Vendor will be paid in full prior to delivery of equipment:** A 100% pre-funding will be made by Lessor to Vendor of the lease amount identified as "Equipment Cost" on the Exhibit E – Payment Schedule of the Agreement. Lessee agrees to indemnify and hold Lessor harmless from and against any and all claims, costs and expenses incurred (including Lessor's attorneys' fees). Lessee further acknowledges that the Agreement is not subject to the successful delivery of the Equipment, and that in the event of non-performance by the Vendor, Lessee will retain all responsibility for performance under the Agreement.

Lessee certifies that Lessee has fully and satisfactorily performed all of its covenants and obligations required under the Agreement, and confirms that the Agreement will commence as defined by "Commencement Date" in the attached Agreement, and it will commence payments in accordance with Article VI of the Agreement.

The undersigned officer of the Lessee hereby reaffirms on behalf of the Lessee in all respects the covenants of the Lessee set forth in Article II of the Agreement and represents that, to the best of his or her knowledge, information and belief, the expectations therein expressed were reasonable as of the Commencement Date, and that there were, and are as of the date on which they were made, and are reasonable as of the Commencement Date, no facts, estimates or circumstances other than those expressed therein that would materially affect the expectations expressed therein.

LESSEE: Jefferson County Board of County Commissioners

By: _____

Parrish Barwick
Parrish Barwick

Title: _____

County Coordinator

April 23, 2019

EXHIBIT G

ESSENTIAL USE/SOURCE OF FUNDS LETTER

TO: Leasing 2, Inc.

RE: Lease-Purchase Agreement Dated **May 1, 2019**.

Gentlemen:

Reference is made to certain Lease-Purchase Agreement dated **May 1, 2019**, between **Leasing 2, Inc.** and **Jefferson County Board of County Commissioners**, leasing the personal property described in Exhibit D to such Agreement. This confirms and affirms that such Equipment is essential to the functions of the undersigned or to the service we provide to our citizens.

Further, we have an immediate need for, and expect to make immediate use of, substantially all the Equipment, which need is not temporary or expected to diminish in the foreseeable future. The Equipment will be used by us only for the purpose of performing one or more of our governmental or proprietary functions consistent with the permissible scope of our authority. **Specifically, the Equipment was selected by us to be used as follows:**

Please describe USE of equipment: The two lease dump trucks will be used exclusively for public
transportation projects hauling construction materials to a job or from a job that is a
responsible project by the Jefferson County Road Department.

Sincerely,


Parrish Barwick, County Coordinator

April 23, 2019
Date

EXHIBIT H

DESIGNATION OF BANK QUALIFICATION

In consideration of the mutual covenants of the Lessor and Lessee pursuant to the Lease-Purchase Agreement dated **May 1, 2019**, (the "Agreement") between **Leasing 2, Inc.** ("Lessor") and **Jefferson County Board of County Commissioners** ("Lessee"), such Agreement is modified as follows:

Lessee certifies that it reasonably anticipates that it and all of its subordinate entities will not issue more than \$10,000,000 of "qualified tax-exempt obligations" (as that term is defined in Section 265(b)(3)(B) of the Internal Revenue Code of 1986 ("the Code") during the current calendar year .

Further, lessee hereby designates the Agreement as a "qualified tax-exempt obligation" in accordance with Section 265 (b)(3)(B) of the Code so that it is eligible for the exception contained in Section 265 (b)(3) of the Code and further certifies for the purpose of the overall limitation of Section 265 (b)(3)(D) of the Code that it and its subordinate entities have not as of this calendar year issued more than \$10,000,000 of obligations which it has designated for these purposes.

All terms contained herein not otherwise defined shall have the same meaning as such terms are used and defined in the Lease.

LESSEE: **Jefferson County Board of County Commissioners**

By: 
Parrish Barwick

Title: County Coordinator

Date: April 23, 2019

EXHIBIT I

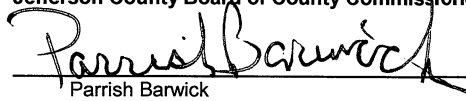
NOTICE AND ACKNOWLEDGMENT OF ASSIGNMENT

Leasing 2, Inc. ("Lessor") hereby gives notice to the Jefferson County Board of County Commissioners ("Lessee") that Lessor has assigned all rights to payments under the Lease-Purchase Agreement and Escrow Agreement dated as of May 1, 2019, between Leasing 2, Inc. ("Lessor") and Jefferson County Board of County Commissioners ("Lessee"). Leasing 2, Inc. ("Lessor") hereby requests, gives notice and instructs Jefferson County Board of County Commissioners ("Lessee") that payments that hereafter come due pursuant to the Lease-Purchase Agreement be paid to Santander Leasing, LLC or its Assignee.

Santander Leasing, LLC
P.O. Box 14565
Reading, PA 19612

LESSEE: **Jefferson County Board of County Commissioners**

By:


Parrish Barwick

Title:

County Coordinator

Date:

April 23, 2019

INSURANCE COVERAGE REQUIREMENT

TO: **Leasing 2, Inc. and/or its Assigns**
1720 West Cass Street
Tampa, FL 33606-1230

FROM: **Jefferson County Board of County Commissioners**
1 Courthouse Circle, Room 10
Monticello, FL 32344

RE: INSURANCE COVERAGE REQUIREMENTS (Check one):

1. In accordance with Section 8.03 of the Agreement, we have instructed the insurance agent named below (please fill in name, address and telephone number)

NAME: Florida Municipal Insurance Trust
ADDRESS: 125 E. Colonial Drive
CITY/ ST/ ZIP: Orlando, FL 32801
TELEPHONE: 800 - 445 - 9142

to issue:

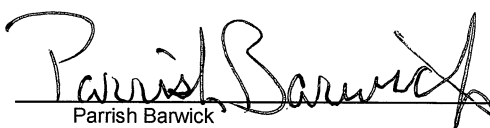
a. All Risk Physical Damage Insurance on the leased equipment evidenced by a Certificate of Insurance and Long Form Loss Payable Clause naming **Leasing 2, Inc. and/or its Assigns** as Loss Payee.

Coverage Required: Full Replacement Value

b. Public Liability Insurance evidenced by a Certificate of Insurance naming **Leasing 2, Inc. and/or its Assigns** as an Additional Insured.

Minimum Coverage Required:
\$500,000.00 per person
\$1,000,000.00 aggregate bodily injury liability
\$1,000,000.00 property damage liability

2. Pursuant to Section 8.03 of the Agreement, we are self-insured for all risk, physical damage, and public liability and will provide proof of such self-insurance in letterform together with a copy of the statute authorizing this form of insurance.

By: 
Parrish Barwick

Title: County Coordinator

Date: April 23, 2019

BILLING INFORMATION

Please indicate below how you would like us to bill you for the lease payments due under this Agreement, including a contact name, if applicable:

Contact Name: Diana Bullock, Office Manager

Company: Jefferson County Road Department

Street Address or Box #: 1484 S. Jefferson Street

City, State, Zip: Monticello, Florida, 32344

County: Jefferson

Telephone: (850) 997 - 2036

Fax: (850) 997 - 6760

Email Address: dbullock@jeffersoncountyfl.gov , pbarwick@jeffersoncountyfl.gov

Invoice Reference: (2) Mack GR64 Dump Trucks

**CUSTOMER IDENTIFICATION PROGRAM
ORGANIZED ENTITY**

Notice: To help the government fight the funding of terrorism and money laundering activities, U.S. Federal law requires financial institutions to obtain, verify and record information that identifies each person (individuals or businesses) who opens an account.

What this means for you: When you open an account or add any additional service, we will ask you for your name, address, federal employer identification number and other information that will allow us to identify you. We may also ask to see other identifying documents.

CUSTOMER NAME: **Jefferson County Board of County Commissioners**

CUSTOMER IDENTIFICATION

Taxpayer ID Number: 59-6000690

Business Structure (check one): City Government: _____ County Government: Tax District: _____ Corporation: _____
Other, description: _____

We may request certified copies of your organizational documents as part of the identification procedure.

PRIMARY ADDRESS AND REGISTRATION

Address: 1484 S. Jefferson Street
Address: _____
City: Monticello
State: Florida
Zip Code: 32344
State of Registration/Organization: Florida

MAILING ADDRESS (if different from above)

Address: Same as above
Address: _____
City: _____
State: _____
Zip Code: _____

Acknowledgment: The information contained herein is true and correct.

Jefferson County Board of County Commissioners

By: Parrish Barwick
Parrish Barwick

Its: County Coordinator

April 23, 2019

Internal Escrow Letter

May 1, 2019

Santander Leasing, LLC
P.O. Box 14565
Reading, PA 19612

Re: Lease Purchase Agreement dated **May 1, 2019** (the "Lease") by and between: **Jefferson County Board of County Commissioners** ("Lessee") and Leasing 2, Inc. ("Lessor"), concurrently assigned to Santander Leasing, LLC ("Assignee").

Ladies and Gentlemen:

We have entered into the above referenced Lease for the purpose of financing **(2) Mack GR64B Dump Trucks** (the "Equipment") in the amount of **\$304,500.00** (the "Financed Amount"). Lessee hereby requests that Assignee retain **\$304,500.00** (the "Retained Amount"). Lessee further requests that Assignee hold the Retained Amount in an internal escrow pending Assignee's receipt of confirmation from Lessee that the Equipment has been delivered, inspected and accepted for all purposes by the Lessee and that payment can be remitted to the vendor of such Equipment. There will be no separate escrow fee charged Lessee for internally escrowing the Retained Amount.

Lessee understands and agrees that interest shall accrue on the entire Financed Amount as of the date hereof, and further understands and agrees that any interest earned on the Retained Amount shall be paid to Assignee in consideration of managing the internal escrow account.

Lessee acknowledges that Assignee may commingle the Retained Amount held by Assignee for the benefit of Lessee with other funds held by Assignee for its own account, so long as Assignee maintains segregation of such amounts on the books and records of Assignee.

Sincerely,

LESSEE: **Jefferson County Board of County Commissioners**

By: 
Parrish Barwick

Title: _____ County Coordinator

Date: April 23, 2019



Leasing 2

April 24, 2019

Sent via Email: pbarwick@jeffersoncountyfl.gov

Parrish Barwick
County Coordinator
Jefferson County Board of County Commissioners

Re: Financing for a Mack GR64B Roll Off Truck

Thank you for trusting Leasing 2 with your financing needs. Attached to this email are the required documents for execution, and their instructions are below.

PLEASE READ: Carefully follow the instructions below, checking off each item as completed. Documentation completed improperly will have to be redone and possibly delay funding. If you have any questions, please call us at (800) 287-5155.

ALSO:

- ✓ Please execute documents in **BLUE** ink.
 - ✓ As these are legal documents, we cannot accept double-sided printouts.
-

- Lease Purchase Agreement**
 - Signed and dated by Lessee's authorized signatory.
- Exhibit A – Resolution of Governing Body Extract of Minutes**
 - Enter the date your resolution was adopted.
 - Signed by Lessee's authorized signatory.
 - Signed and dated by Secretary/Clerk or other authorized board member of Lessee at bottom of page.
- Exhibit B – Opinion of Lessee's Counsel**
 - Printed on attorney's letterhead and signed by attorney. Original signature required.
- Exhibit C – Certificate as to Arbitrage**
 - Enter the date by which the equipment is expected to be fully acquired in Item 4.
 - Signed and dated by Lessee's authorized signatory.
- Exhibit D – Description of Equipment**
 - Signed and dated by Lessee's authorized signatory.
- Exhibit E – Payment Schedule**
 - Signed and dated by Lessee's authorized signatory.
- Exhibit F – Acceptance Certificate**
 - Please **DO NOT CHECK ANY BOXES** – this will be completed at closing and you will receive a fully executed Agreement post-closing.
 - Signed by Lessee's authorized signatory.
- Exhibit G – Essential Use/Source of Funds Letter**
 - Enter a description of how the equipment will be used and the services it will provide.
 - Signed and dated by Lessee's authorized signatory.
- Exhibit H – Designation of Bank Qualification**
 - Signed and dated by Lessee's authorized signatory.

- Exhibit I – Notice and Acknowledgement of Assignment**
 - Signed and dated by Lessee’s authorized signatory.
- Insurance Coverage Requirement**
 - Enter the name, address & phone number of your insurance agent.
 - If self-insured, check Item 2 and provide information regarding the nature of your self-insurance program along with the amounts of liability and physical damage coverage listed on a certificate.
- Billing Information**
 - Enter all of the requested information.
- Customer Identification Program Organized Entity**
 - Enter all of the requested information.
 - Signed by Lessee’s authorized signatory.
- Escrow Agreement**
 - Signed by Lessee’s authorized signatory.
- ✓ **POST FUNDING REQUIREMENT**
- IRS Form 8038-G (Form 8038-GC if the issue price is under \$100,000)**
 - We will email you this form for signature after the lease is funded.
- Escrow Disbursements**
 - Disbursement documents authorizing release of vendor payments upon equipment acceptance will need to be signed.

ALL DOCUMENTATION SHOULD BE EMAILED OR FAXED FOR REVIEW PRIOR TO OVERNIGHTING.

PLEASE RETURN ALL DOCUMENTS BY: *AS SOON AS POSSIBLE*

Email/fax to:
 Donna Womack
dwomack@leasing2.com
 Fax: (813) 258-9333
 Phone: (800) 287-5155, Ext. 14

Overnight to:
 Leasing 2, Inc.
 1720 W. Cass St.
 Tampa, FL 33606
 (800) 287-5155

Alternate contact:
 Rick Carney
rcarney@leasing2.com
 Fax: (813) 258-9333
 Phone: (800) 287-5155, Ext. 16

Thank you for your business.

LEASE-PURCHASE AGREEMENT

LESSEE:
Jefferson County Board of County Commissioners
1 Courthouse Circle, Room 10
Monticello, FL 32344

LESSOR:
Leasing 2, Inc.
1720 West Cass Street
Tampa, FL 33606-1230

Dated as of May 1, 2019

This Lease-Purchase Agreement (the "Agreement") dated as of May 1, 2019 by and between Leasing 2, Inc. ("Lessor"), and Jefferson County Board of County Commissioners ("Lessee"), a body corporate and politic duly organized and existing under the laws of the State of Florida ("State").

WITNESSETH:

WHEREAS, Lessor desires to lease the Equipment, as hereinafter defined, to Lessee, and Lessee desires to lease the Equipment from Lessor, subject to the terms and conditions of and for the purposes set forth in this Agreement; and

WHEREAS, Lessee is authorized under the Constitution and laws of the State to enter into this Agreement for the purposes set forth herein;

NOW, THEREFORE, for and in consideration of the premises hereinafter contained, the parties hereby agree as follows:

ARTICLE I DEFINITIONS

Section 1.01. The following terms will have the meanings indicated below unless the context clearly requires otherwise:

"Agreement" means this Lease-Purchase Agreement, including the Exhibits attached hereto, as the same may be supplemented or amended from time to time in accordance with the terms hereof.

"Commencement Date" is the date when the term of this Agreement begins and Lessee's obligation to pay rent accrues, which shall be the commencement date shown on the Exhibit E Payment Schedule.

"Equipment" means the property described in Exhibit D and which is the subject of this Agreement.

"Lease Term" means the Original Term and all Renewal Terms provided for in this Agreement under Section 4.01.

"Lessee" means the entity which is described in the first paragraph of this Agreement and which is leasing the Equipment from Lessor under the provisions of this Agreement.

"Lessor" means (i) Leasing 2, Inc., acting as Lessor hereunder; (ii) any surviving resulting or transferee corporation; and (iii) except where the context requires otherwise, any assignee(s) of Lessor.

"Original Term" means the period from the Commencement Date until the end of the fiscal year of Lessee in effect at the Commencement Date.

"Purchase Price" means the amount indicated with respect to any date after payment of all Rental Payments (defined below) due through such date, all as set forth in Exhibit E hereto, or Supplemental Exhibit E hereto, as the case may be.

"Renewal Terms" means the renewal terms of this Agreement as provided for in Article IV of this Agreement, each having a duration of one year and a term co-extensive with the Lessee's fiscal year, except the last of such automatic renewal terms which shall end on the due date of the last Rental Payment set forth in Exhibit E to this Agreement.

"Rental Payments" means the basic rental payments payable by Lessee pursuant to the provisions of this Agreement during the Lease Term, payable in consideration of the right of Lessee to use the Equipment during the then current portion of the Lease Term. Rental Payments shall be payable by Lessee to the Lessor or its assignee in the amounts and at the times during the Lease Term, as set forth in Exhibit E of this Agreement.

"Vendor" means the manufacturer of the Equipment as well as the agents or dealers of the manufacturer from whom Lessee has purchased or is purchasing the Equipment.

ARTICLE II COVENANTS OF LESSEE

Section 2.01 Lessee represents, covenants and warrants, for the benefit of Lessor and its assignees, as follows:

(a) Lessee is a public body, corporate and politic, duly organized and existing under the Constitution and laws of the State.

(b) Lessee will do or cause to be done all things necessary to preserve and keep in full force and effect its existence as a body, corporate and politic.

(c) Lessee is authorized under the Constitution and laws of the State to enter into this Agreement and the transaction contemplated hereby, and to perform all of its obligations hereunder.

(d) Lessee has been duly authorized to execute and deliver this Agreement under the terms and provisions of the resolution of its governing body, attached hereto as Exhibit A, or by other appropriate official approval, and further represents, covenants and warrants that all requirements have been met, and procedures have occurred in order to ensure the enforceability of this Agreement, and Lessee has complied with such public bidding requirements as may be applicable to this Agreement and the acquisition by Lessee of the Equipment hereunder. Lessee shall cause to be executed and delivered to Lessor an opinion of its counsel substantially in the form attached hereto as Exhibit B.

(e) During the term of this Agreement, the Equipment will be used by Lessee only for the purpose of performing one or more essential governmental or proprietary functions of Lessee consistent with the permissible scope of Lessee's authority and will not be used in a trade or business of any person or entity other than the Lessee.

(f) During the period this Agreement is in force, Lessee will annually provide Lessor with such current financial statements, budgets, proof of appropriation for ensuing fiscal year or such other financial information relating to the decision of Lessee to continue this Agreement as may be reasonably requested by Lessor or its assignee.

(g) The Equipment will have a useful life in the hands of the Lessee that is substantially in excess of the Original Term and all Renewal Terms.

(h) The Equipment is, and during the period this Agreement is in force will remain, personal property and when subjected to use by the Lessee under this Agreement, will not be or become fixtures.

(i) Lessee shall not voluntarily or involuntarily create, incur, assume or suffer to exist any lien, security interest or other encumbrance or attachment of any kind whatsoever on, affecting or with respect to the Equipment.

(j) Lessee shall not give up possession or control of the Equipment.

(k) Lessee shall not change the location of the Equipment without giving prior written notice of the proposed new location to the Lessor and provided that Lessee shall obtain and deliver to Lessor any landlord waivers reasonably requested by Lessor so as to protect Lessor's right, title and interest in and to the Equipment and Lessor's ability to exercise its remedies with regard to the Equipment. The Equipment shall not be used outside of the United States without Lessor's prior written consent.

(l) Lessee shall not alter or modify the Equipment in any manner which would reduce the value or the marketability thereof.

(m) Lessee will take no action that will cause the interest portion of any Rental Payment to become includable in gross income of the recipient for purposes of federal income taxation under the Code, and Lessee will take, and will cause its officers, employees and agents to take, all affirmative action legally within its power to prevent such interest from being includable in gross income for purposes of federal income taxation under Section 103(a) of the United States Internal Revenue Code of 1986 as amended (the "Code"). Lessee represents and warrants that the Lease is to be treated as an obligation of a political subdivision of a state within the meaning of Section 103(c)(1) of the Code.

(n) Lessee is and shall remain in compliance with all laws, rules, regulations and orders applicable to Lessee, including U.S. economic and trade sanctions, and anti-corruption, anti-bribery, anti-money laundering and anti-terrorism laws.

ARTICLE III LEASE OF EQUIPMENT

Section 3.01 Lessor hereby demises, leases and lets to Lessee, and Lessee rents, leases and hires from Lessor, the Equipment, in accordance with the provisions of this Agreement, to have and to hold for the Lease Term.

ARTICLE IV LEASE TERM

Section 4.01. Commencement of Lease Term. The Original Term of this Agreement shall commence on the Commencement Date and shall terminate on the last day of Lessee's fiscal year then in effect. Lessee may renew this Agreement beyond the expiration of the Original Term, or beyond the expiration of any Renewal Term then in effect, up to the number of additional fiscal years provided in Exhibit E of this Agreement by appropriating sufficient funds to make scheduled Rental Payments for the ensuing fiscal year (each a "Renewal Term"). Terms and conditions during any Renewal Term shall be the same as the terms and conditions during the Original Term, except that the Rental Payments shall be as provided in Exhibit E of this Agreement.

Section 4.02. Termination of Lease Term. The Lease Term will terminate upon the earliest of any of the following events:

(a) The expiration of the Original Term or any Renewal Term of this Agreement and the non-renewal of this Agreement in the event of non-appropriation of funds pursuant to Section 6.07;

(b) The exercise by Lessee of the option to purchase the Equipment before expiration of this Agreement granted under the provisions of Articles IX or XI of this Agreement;

(c) A default by Lessee and Lessor's election to terminate this Agreement under Article XIII; or

(d) Payment by Lessee of all Rental Payments authorized or required to be paid by Lessee hereunder through the full lease term.

Section 4.03. Return of Equipment on Termination. Upon expiration or earlier termination of the Original Term or any Renewal Term under any provision of this Agreement at a time when Lessee does not exercise its option to purchase the Equipment granted under the provisions of Articles IX or XI of this Agreement, Lessee hereby agrees to deliver the Equipment to Lessor packaged or otherwise prepared in a manner suitable for shipment by truck or rail common carrier to a location specified by Lessor. All expenses resulting from the return of Equipment on termination will be borne by Lessee.

ARTICLE V ENJOYMENT OF EQUIPMENT

Section 5.01. Provided that no default or event of default shall have occurred hereunder, Lessor hereby covenants that during the Lease Term Lessor will not interfere with Lessee's quiet use and enjoyment of the Equipment.

Lessor shall have the right at all reasonable times during business hours to enter into and upon the property of Lessee for the purpose of inspecting the Equipment.

ARTICLE VI RENTAL PAYMENTS

Section 6.01. Rental Payments to Constitute a Current Expense of Lessee. Lessor and Lessee understand and intend that the obligation of Lessee to pay Rental Payments hereunder shall constitute a current expense of Lessee and shall not in any way be construed to be a debt of Lessee in contravention of any applicable constitutional or statutory limitations or requirements concerning the creation of indebtedness by Lessee.

Section 6.02. Payment of Rental Payments. During the Original Term and during each Renewal Term elected by Lessee, Lessee shall pay Rental Payments, exclusively from any and all legally available funds, in lawful money of the United States of America, exclusively to Lessor or, in the event of assignment by Lessor, to its assignee, in the amounts and on the dates set forth in Exhibit E hereto. Rental Payments shall be in consideration for Lessee's use of the Equipment during the applicable year in which such payments are due. The Rental Payment amounts set forth in Exhibit E are based on the Equipment Cost to be paid by Lessor being the amount set forth in Exhibit E. Lessor shall have no obligation to pay or disburse any amount greater than the amount set forth as the Equipment Cost. Lessee shall not amend any purchase contract, purchase order, or any other agreement that would have the effect of increasing the cost of the Equipment above set forth in Exhibit E as the Equipment Cost without the prior written consent of Lessor. In the event that the actual cost of the Equipment is greater than the amount set forth in Exhibit E, Lessee shall be solely responsible for and hereby agrees to promptly pay such excess to the vendor (s), provided that Lessee may request that Lessor finance such excess, which Lessor may, in its sole discretion elect to do or decline to do. Lessee shall indemnify and hold Lessor harmless from and against any loss, damages, costs and expenses resulting from or relating to any increase in the Equipment Cost. If Lessor, in its sole discretion, elects to finance such excess the amount of each installment of rent will be increased to provide the same yield to Lessor as would have been obtained if the actual cost had been the same as the stated Equipment Cost. In such event, Lessee shall at the request of Lessor execute and deliver an amendment reflecting the increase in the Equipment Cost and the Rental Payments.

Section 6.03. Interest and Principal Components. A portion of each Rental Payment is paid as, and represents payment of, interest, and the balance of each Rental Payment is paid as, and represents payment of principal. Exhibit E hereto sets forth the interest component and the principal component of each Rental Payment during the Lease Term.

Section 6.04. Additional Interest in the Event the Interest is Taxable. Lessee acknowledges that Lessor's yield with respect to this Agreement is dependent upon the full amount of each Rental Payment being excluded from Lessor's income pursuant to the Code. Accordingly, if at any time, as a result of a determination that Lessee has breached a representation or covenant contained herein, or as a result of any change in the Code, any payment of either the interest component or the principal component of any Rental Payment is, in the opinion of counsel for the Lessor, subject to or affected by any income, preference, excess profits, minimum or other federal tax, Lessee shall pay, as additional interest, an amount which is necessary to provide to Lessor the same net income as Lessor would have received but for such event. Lessor's calculations of such additional interest shall be binding upon Lessee in the absence of manifest error.

Section 6.05. Rental Payments to be Unconditional. During the Original Term and during each Renewal Term elected by Lessee, the obligations of Lessee to make payment of the Rental Payments required under this Article VI and other sections hereof and to perform and observe the covenants and agreements contained herein shall be absolute and unconditional in all events, except as expressly provided under this Agreement. Notwithstanding any dispute between Lessee and Lessor, any Vendor or any other person, Lessee agrees to pay all Rental Payments when due and shall not withhold any Rental Payments pending final resolution of such dispute, nor shall Lessee assert any right of set-off or counterclaim against its obligation to make such payments when required under this Agreement. Lessee's obligation to make Rental Payments during the Original Term or the then current Renewal Term elected by Lessee shall not be abated through accident or unforeseen circumstances.

Section 6.06. Continuation of Lease Term by Lessee. Lessee intends, subject to the provisions of Section 6.07, to continue the Lease Term through the Original Term and all the Renewal Terms hereunder. Lessee reasonably believes that legally available funds in an amount sufficient to make all Rental Payments during the Original Term and each of the Renewal Terms can be obtained. The officer of Lessee responsible for budget preparation shall do all things lawfully within his/her power to obtain and maintain funds from which the Rental Payments may be made, including making provision for such payments to the extent necessary in each annual budget submitted and adopted in accordance with applicable provisions of State law, to have such portion of the budget approved, and to exhaust all available reviews and appeals in the event such portion of the budget is not approved. Notwithstanding the foregoing, the decision whether or not to budget and appropriate funds is within the discretion of Lessee's governing body.

Section 6.07. Termination by Nonappropriation. In the event Lessee does not appropriate sufficient funds for the payment of the Rental Payments scheduled to be paid in the next occurring Renewal Term, then Lessee may terminate this Agreement at the end of the then current Original Term or Renewal Term, and Lessee shall not be obligated to make payment of the Rental Payments provided for in this Agreement beyond the end of the then current Original or Renewal Term. Lessee agrees to deliver notice to Lessor of such termination at least 90 days prior to the end of the then current Original or Renewal Term.

Section 6.08. Late Charges. If any Rental Payment is not paid in full to Lessor within fifteen (15) days after the payment first became due and payable, Lessee shall immediately pay to Lessor an additional one time late charge equal to five (5%) percent or, if less the maximum rate permitted by law, of each such amount past due along with the Rental Payment. If any Rental Payment remains unpaid beyond 45 days after it first became due and payable, or if Lessor has elected to exercise any remedies following an event or default, interest shall accrue on past due amounts at the rate of 1% per month or the highest rate allowed by law, whichever is less. Partial payments by Lessee shall be applied first to the accrued interest component of past due Rental Payments and the balance to the remaining principal component of past due Rental Payments.

Section 6.09. Prepayment. Lessee shall have the right to prepay principal components of Rental Payments in whole on any date set forth in Exhibit E by paying the then applicable Purchase Price set forth in Exhibit E on such date.

ARTICLE VII TITLE TO EQUIPMENT

Section 7.01. Title to the Equipment. During the term of this Agreement, title to the Equipment and any and all additions, repairs, replacements or modifications shall vest in Lessee, subject to the rights of Lessor under this Agreement. In the event of default as set forth in Section 13.01 or nonappropriation as set forth in Section 6.07, Lessee agrees to surrender possession of the Equipment to Lessor. Lessee and Lessor intend for federal income tax purposes under the Internal Revenue Code of 1986, as amended, that this Agreement constitutes a financing lease or an installment sale contract rather than a true lease.

ARTICLE VIII MAINTENANCE; MODIFICATION; TAXES; INSURANCE AND OTHER CHARGES

Section 8.01. Maintenance of Equipment by Lessee. Lessee agrees that at all times during the Lease Term Lessee will, at Lessee's own cost and expense, maintain, preserve and keep the Equipment in good repair, working order and condition, and that Lessee will from time to time make or cause to be made all necessary and proper repairs, replacements and renewals. Lessor shall have no responsibility in any of these matters, or for the making of improvements or additions to the Equipment.

Section 8.02. Taxes, Other Governmental Charges and Utility Charges. In the event that the use, possession or acquisition of the Equipment is found to be subject to taxation in any form (except for income taxes of Lessor), Lessee will pay during the Lease Term, as the same respectively come due, all taxes and governmental charges of any kind whatsoever that may at any time be lawfully assessed or levied against or with respect to the Equipment and any equipment or other property acquired by Lessee in substitution for, as a renewal or replacement of, or a modification, improvement or addition to the Equipment, as well as all gas, water, steam, electricity, heat, power, telephone, utility and other charges incurred in the operation, maintenance, use, occupancy and upkeep of the Equipment; provided that, with respect to any governmental charges that may lawfully be paid in installments over a period of years, Lessee shall be obligated to pay only such installments as have accrued during the time this Agreement is in effect.

Section 8.03. Provisions Regarding Insurance. At its own expense, Lessee shall cause casualty, public liability and property damage insurance to be carried and maintained, or shall demonstrate to the satisfaction of Lessor that adequate self-insurance is provided with respect to the Equipment, sufficient to protect the Full Insurable Value (as that term is hereinafter defined) of the Equipment, and to protect Lessor from liability in all events. All insurance proceeds from casualty losses shall be payable as hereinafter provided in this Agreement. Lessee shall furnish to Lessor certificates evidencing such coverage throughout the Lease Term. Alternatively, Lessee may insure the Equipment under a blanket insurance policy or policies which cover not only the Equipment but other properties. If Lessee insures similar properties by self-insurance and upon approval by Lessor, Lessee may insure the Equipment by means of an adequate insurance fund.

The term "Full Insurable Value" as used herein shall mean the full replacement value of the Equipment.

Any insurance policy pursuant to this Section 8.03 shall be so written or endorsed as to make losses, if any, payable to Lessee and Lessor as their respective interests may appear. The Net Proceeds (as defined in Section 9.01) of the insurance required in this Section 8.03 shall be applied as provided in Article IX hereof. Each insurance policy provided for in this Section 8.03 shall contain a provision to the effect that the insurance company shall not cancel the policy or modify it materially and adversely to the interest of Lessor without first giving written notice thereof to Lessor at least 30 days in advance of such cancellation.

Section 8.04. Advances. In the event Lessee shall fail to perform any of its obligations hereunder Lessor may (but shall be under no obligation to) take such action as may be necessary to cure such failure, including, without limitation, the advancement of money; and all amounts so advanced by Lessor shall become additional rent for the then current Original Term or Renewal Term, which amounts, together with interest thereon at the rate of 12% per annum, or if less the maximum rate permitted by law, Lessee agrees to pay.

ARTICLE IX DAMAGE, DESTRUCTION AND CONDEMNATION: USE OF NET PROCEEDS

Section 9.01. Damage, Destruction and Condemnation. If prior to the termination of the Lease Term (a) the Equipment or any portion thereof is destroyed (in whole or in part) or is damaged by fire or other casualty or (b) title to, or the temporary use of the Equipment or any part thereof or the estate of Lessee or Lessor in the Equipment or any part thereof shall be taken under the exercise of the power eminent domain by any governmental body or by any person, firm or corporation acting under governmental authority, Lessee and Lessor will cause the Net Proceeds of any insurance claim or condemnation award to be applied to the prompt replacement, repair, restoration, modification or improvement of the Equipment. Any balance of the Net Proceeds remaining after such work has been completed shall be paid to Lessee.

For purposes of Section 8.03 and this Article IX, the term "Net Proceeds" shall mean the amount remaining from the gross proceeds of any insurance claim or condemnation award after deducting all expenses (including attorney's fees) incurred in the collection of such claims or award.

Section 9.02. Insufficiency of Net Proceeds. If the Net Proceeds are insufficient to pay in full the cost of any repair, restoration, modification or improvement referred to in Section 9.01 hereof, Lessee shall either (a) complete the work and pay any cost in excess of the amount of Net Proceeds, and Lessee agrees that if by reason of any such insufficiency of the Net Proceeds, Lessee shall make any payments pursuant to the provisions of this Section 9.02, Lessee shall not be entitled to any reimbursement therefore from Lessor nor shall Lessee be entitled to any diminution of the amounts payable under Article VI hereof or (b) if Lessee is not in default hereunder, Lessee shall pay to Lessor the amount of the then applicable Purchase Price, and, upon such payment, the Lease Term shall terminate and Lessor's interest in the Equipment shall terminate as provided in Article XI of this Agreement. The amount of the Net Proceeds in excess of the then applicable Purchase Price, if any, may be retained by Lessee.

ARTICLE X DISCLAIMER OF WARRANTIES; VENDOR'S WARRANTIES; USE OF EQUIPMENT

Section 10.01. Disclaimer of Warranties. LESSOR MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, AS TO THE VALUE, DESIGN, CONDITION, MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE OR FITNESS FOR USE OF THE EQUIPMENT, OR WARRANTY WITH RESPECT THERETO. In no event shall Lessor be liable for any incidental, indirect, special or consequential damage in connection with or arising out of this Agreement or the existence, furnishing, functioning or Lessee's use of any item of Equipment.

Section 10.02. Vendor's Warranties. Lessor hereby irrevocably appoints Lessee its agent and attorney-in-fact during the Lease Term, so long as Lessee shall not be in default hereunder, to assert from time to time whatever claims and rights, including warranties of the Equipment, if any which Lessor may have against the Vendor of the Equipment. Lessee's sole remedy for the breach of such warranty, indemnification or representation shall be against the Vendor of the Equipment, and not against the Lessor, nor shall such matter have any effect whatsoever on the rights of Lessor with respect to this Agreement, including the right to receive full and timely payments hereunder. Lessee expressly acknowledges that Lessor makes, and has made, no representation or warranties whatsoever as to the existence or availability of such warranties of the Vendor of the Equipment.

Section 10.03. Use of the Equipment. Lessee will not install, use, operate or maintain the Equipment improperly, carelessly, in violation of any applicable law or in a manner contrary to that contemplated by this Agreement. Lessee shall provide all permits and licenses, if any, necessary for the installation and operation of the Equipment. In addition, Lessee agrees to comply in all respects (including, without limitation, with respect to the use, maintenance and operation of each item of the Equipment) with all laws of the jurisdictions in which its operations involving any item of Equipment may extend and any legislative, executive, administrative or judicial body exercising any power or jurisdiction over the items of the Equipment; provided, however, that Lessee may contest in good faith the validity or application of any such law or rule in any reasonable manner which does not, in the reasonable opinion of the Lessor, adversely affect the estate of Lessor in and to any of the items of the Equipment or its interest or rights under this Agreement.

ARTICLE XI OPTION TO PURCHASE

Section 11.01 At the request of Lessee, Lessor's interest in the Equipment and additional Rental Payments will be terminated and this Agreement shall terminate:

- At the end of the final Renewal Term, upon payment by Lessee of all Rental Payments scheduled as set forth in Exhibit E to this Agreement; or
- if the Lease Term is terminated pursuant to Article IX of this Agreement, in the event of total damage, destruction or condemnation of the Equipment; or
- any time when Lessee is not on such date in default under this Agreement, upon payment by Lessee of the then applicable Purchase Price to Lessor.

Upon the occurrence of any of such events, Lessor shall, if requested by Lessee, deliver a Bill of Sale of its remaining interest in the Equipment to Lessee "AS IS - WHERE IS" without additional cost or payment by Lessee.

ARTICLE XII ASSIGNMENT, SUBLEASING, INDEMNIFICATION MORTGAGING AND SELLING

Section 12.01. Assignment by Lessor. This Agreement, and the rights of Lessor hereunder, may be assigned and reassigned in whole or in part to one or more assignees and subassignees by Lessor at any time subsequent to its execution, without the necessity of obtaining the consent of Lessee; provided, however, that no such assignment or reassignment shall be effective unless and until (i) Lessee shall have received notice of the assignment or reassignment disclosing the name and address of the assignee or subassignee, and (ii) in the event that such assignment is made to a bank or trust company as trustee for holders of certificates representing interests in this Agreement, such bank or trust company agrees to maintain, or cause to be maintained, a book-entry system by which a record of names and addresses of such holders as of any particular time is kept and agrees, upon request of the Lessee, to furnish such information to Lessee. Upon receipt of notice of assignment, Lessee agrees to keep a written record thereof, and to make all payments to the assignee designated in the notice of assignment, notwithstanding any claim, defense, setoff or counterclaim whatsoever (whether arising from a breach of this Agreement or otherwise) that Lessee may from time to time have against Lessor, or the assignee. Lessee agrees to execute all documents which may be reasonably requested by Lessor or its assignee to protect their interests in this Agreement.

Section 12.02. No Sale, Assignment or Subleasing by Lessee. This Agreement and the interest of Lessee in the Equipment may not be sold, assigned or encumbered by Lessee without the prior written consent of Lessor.

Section 12.03. Lessee Negligence. To the extent permitted by the laws and Constitution of the State, Lessee shall protect and hold harmless Lessor from and against any and all liability, obligations, losses, claims and damages whatsoever, regardless of cause thereof, and expenses in connection therewith, including, without limitation, counsel fees and expenses, penalties and interest arising out of or as the result of the entering into this Agreement, the ownership of any item of the Equipment, the ordering, acquisition, use, operation, condition, purchase, delivery, rejection, storage or return of any item of the Equipment or any accident in connection with the operation, use, condition, possession, storage or return of any item of the Equipment resulting in damage to property or injury to or death of any person, to the extent that such liability, obligation, loss, claim or damage arises out of or is proximately caused by the negligent conduct of Lessee, its officers, employees or agents. The obligation of Lessee arising under this paragraph shall continue in full force and effect notwithstanding the full payment of all other obligations under this Agreement or the termination of the Lease Term for any reason.

ARTICLE XIII EVENTS OF DEFAULT AND REMEDIES

Section 13.01. Events of Default Defined. The following shall be "events of default" under this Agreement and the terms "event of default" and "default" shall mean, whenever they are used in this Agreement, any one or more of the following events:

- Failure by Lessee to pay any Rental Payment or other payment required to be paid hereunder at the time specified herein; and
- Failure by Lessee to observe and perform any covenant, condition or agreement on its part to be observed or performed, other than as referred to in Section 13.01 (a), for a period of 30 days after written notice, specifying such failure and requesting that it be remedied as given to Lessee by Lessor, unless Lessor shall agree in writing to an extension of such time prior to the expiration, provided, however, if the failure stated in the notice cannot be corrected within the applicable period, Lessor will not unreasonably withhold its consent to an extension of such time if corrective action is instituted by Lessee within the applicable period and diligently pursued until the default is corrected.
- The filing by Lessee of a voluntary petition in bankruptcy, or failure by Lessee promptly to lift any execution, garnishment, or attachment of such consequence as would impair the ability of Lessee to carry on its governmental function or adjudication of Lessee as a bankrupt or assignment by Lessee for the benefit of creditors, or the entry by Lessee into an agreement of composition with creditors, or the approval by a court of competent jurisdiction of a petition applicable to Lessee in any proceedings instituted under the provisions of the Federal Bankruptcy Statute, as amended, or under any similar acts which may hereafter be enacted.

The foregoing provisions of this Section 13.01 are subject to (i) the provisions of Section 6.07 hereof with respect to nonappropriation; and (ii) if by reason of force majeure Lessee is unable in whole or in part to carry out its agreement on its part herein contained, other than the obligations on the part of Lessee contained in Article VI hereof, Lessee shall not be deemed in default during the continuance of such inability. The term "force majeure" as used herein shall mean, without limitation, the following: acts of God; strikes, lockouts or other employee relations disturbances; acts of public enemies; orders or restraints of any kind of the government of the United States of America or the state wherein Lessee is located or any of their departments, agencies or officials, or any civil or military authority, insurrections; riots; landslides; earthquakes; fires; storms; droughts; floods; or explosions.

Section 13.02. Remedies on Default. Whenever any event of default referred to in Section 13.01 hereof shall have happened and be continuing, Lessee agrees to return the equipment to Lessor and Lessor shall have the right at its sole option without any further demand or notice, to take either one or both of the following remedial steps:

- Accept surrender from Lessee of the equipment for sale or release by Lessor in a commercially reasonable manner. All proceeds of such sale or re-letting shall inure to Lessor, provided, however, if such proceeds after deduction of Lessor's reasonable costs and expenses, including attorneys' fees, incurred to recover possession, restore or clean-up and sell or release the equipment, exceed an amount equal to the sum of the past due but unpaid Rental Payments and an amount equal to the then applicable purchase price, Lessor shall remit the amount of such excess to Lessee; or
- Institute an action in a court of competent jurisdiction to recover Lessor's compensatory damages resulting from Lessee's default.

Lessor agrees that it shall not have a right to seek any remedy of specific performance nor shall Lessor have any "self-help" right to take possession of the equipment absent Lessee's voluntary surrender thereof.

Section 13.03. No Remedy Exclusive. No remedy herein conferred upon or reserved to Lessor is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy give under this Agreement or now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default

shall impair any such right or power or shall be construed to be a waiver hereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient.

ARTICLE XIV MISCELLANEOUS

Section 14.01. Notices. All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when delivered or mailed by registered mail, postage prepaid, to the parties at their respective places of business.

Section 14.02. Binding Effect. This Agreement shall inure to the benefit of and shall be binding upon Lessor and Lessee and their respective successors and assigns.

Section 14.03. Severability. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 14.04. Amendments. The terms of the Agreement shall not be waived, altered, modified, supplemented or amended in any manner whatsoever except by written instrument signed by the Lessor and the Lessee.

Section 14.05. Execution in Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 14.06. Delayed Closing. In the event of a delayed closing, Lessor shall receive as additional compensation any amount that accrues between the Commencement Date and the Closing Date.

Section 14.07. Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

Section 14.08. Captions. The captions or headings in this Agreement are for convenience only and do not define, limit or describe the scope or intent of any provisions of sections of this Agreement.

Section 14.09. Entire Agreement. This Agreement and the executed Exhibits attached hereto constitute the entire agreement between Lessor and Lessee. No waiver, consent, modification or change of terms of this Agreement shall bind either party unless in writing signed by both parties, and then such waiver, consent, modification or change shall be effective only in the specific instance and for the specific purpose given. There are no understandings, agreements, representations or warranties, express or implied, not specified herein, regarding this Agreement or the equipment leased hereunder.

Section 14.10. Execution of Facsimile. In the interest of time, each party agrees that execution of signature pages of this Agreement by such party followed by transmission of such pages by facsimile/Telecopier will be legally binding upon such party. After each party has executed and transmitted such signature pages, each party agrees to execute hard copies of this Agreement and to promptly forward originals to the other party hereto.

Section 14.11. Correction of Documents. Lessee agrees to execute and deliver, or provide, as required by Lessor, any documents and information, from time to time, that may be necessary for the purpose of correcting any errors or omissions in this Lease or to reflect the true intent of Lessor in this transaction. All such documents and information must be satisfactory to Lessor.

Section 14.12 WAIVER OF JURY TRIAL. Lessee and Lessor hereby irrevocably waive any right to a jury trial with respect to any matter arising under or in connection with this Lease and agree that any dispute shall be determined by a court sitting without a jury.

Section 14.13. Performance Bonds. If requested by Lessor to facilitate payments to vendors in advance of delivery and acceptance, Lessee agrees to require the Equipment manufacturer, and all other contractors and/or subcontractors (collectively, "Contractors") with whom Lessee has contracted for the acquisition of the Equipment, to provide performance bond satisfactory to Lessor conditioned upon the construction of the Equipment as expeditiously as reasonably possible from the date of execution of such Lease and also conditioned upon delivery of possession of the Equipment to the Lessee free and clear of all liens and encumbrances, except the security interest granted to Lessor under the Lease-Purchase Agreement. Each such bond shall be in a form and with a surety acceptable to Lessor and shall name Lessor as a dual obligee. The Lessee shall proceed promptly to pursue diligently any remedies available against a Contractor that is in default under any agreement relating to the acquisition and construction of the Equipment and/or against each surety on any bond securing the performance of such Contractor's obligations with respect to the acquisition and construction of the Equipment. The Lessee and Lessor shall cause the net proceeds recovered by way of the foregoing to be applied, at Lessor's option, to (i) the completion of the Equipment, or (ii) the payment of all rent payments then due plus the then applicable Termination Balance. Any balance of net proceeds remaining after completion of Equipment construction or payment of the outstanding balance owed under the applicable Lease shall be paid promptly to Lessee.

Section 14.14. Time is of the Essence. Lessor and Lessee agree that time is of the essence of all provisions of each Lease entered into under this Agreement.

Any terms and conditions of any purchase order or other document submitted by Lessee in connection with this Agreement which are in addition to or inconsistent with the terms and conditions of this Agreement will not be binding on Lessor and will not apply to this Agreement. Lessee by the signature below of its authorized representative acknowledges that it has read this Agreement, understands it, and agrees to be bound by its terms and conditions.

IN WITNESS WHEREOF, Lessor has executed this Agreement in its corporate name and by its duly authorized officer, and Lessee has caused this Agreement to be executed in its corporate name and by its duly authorized officer. All of the above occurred as of the date first written below; this Agreement shall be binding on Lessee beginning on the date it is accepted and executed by Lessor.

LESSOR: Leasing 2, Inc.

Execute:

By: _____

Title: _____

Date: _____

LESSEE: Jefferson County Board of County Commissioners

Execute:

By: _____
Parrish Barwick

Title: _____
County Coordinator

Date: _____

EXHIBIT A

**RESOLUTION OF GOVERNING BODY
EXTRACT OF MINUTES**

LESSEE: Jefferson County Board of County Commissioners

At a duly called meeting of the governing body of Lessee held on the _____ day of _____, 20_____, the following resolution was introduced and adopted.

WHEREAS, the governing body of Lessee has determined that a true and very real need exists for the acquisition of the Equipment described in the Lease-Purchase Agreement by and between Lessee and **Leasing 2, Inc.**; and has further determined that the Equipment will be used solely for essential governmental functions and not for private business use.

WHEREAS, Lessee has taken the necessary steps, including, without limitation to compliance with legal bidding requirements, under applicable law to arrange for the acquisition of such Equipment.

BE IT RESOLVED, by the governing body of Lessee that the terms of said Lease-Purchase Agreement and Escrow Agreement are in the best interest of Lessee for the acquisition of such Equipment, and the governing body of Lessee designates and confirms the following person to execute and deliver, the Lease-Purchase Agreement and Escrow Agreement and any related documents necessary to the consummation of the transactions contemplated by the Lease-Purchase Agreement and Escrow Agreement.

(Signature of Party to Execute
Lease-Purchase Agreement and Escrow Agreement)

Parrish Barwick, County Coordinator
(Print Name and Title)

The undersigned further certifies that the above resolution has not been repealed or amended and remains in full force and effect and further certifies that the above and foregoing Lease-Purchase Agreement and Escrow Agreement is the same as presented at said meeting of the governing body of Lessee.

Secretary/Clerk

Date

{LETTERHEAD OF LESSEE'S COUNSEL}

EXHIBIT B

OPINION OF LESSEE'S COUNSEL

LESSEE: **Jefferson County Board of County Commissioners**

DATE OF AGREEMENT: **May 1, 2019**

**Leasing 2, Inc.
1720 West Cass Street
Tampa, FL 33606-1230**

[Ladies and]Gentlemen:

As counsel for **Jefferson County Board of County Commissioners** ("Lessee"), I have examined duly executed originals of the Lease-Purchase Agreement and Escrow Agreement, if applicable (the "Agreement"), between Lessee and Leasing 2, Inc. ("Lessor"), dated as of **May 1, 2019** and the proceedings taken by Lessee to authorize and execute the Agreement. Based upon such examination and upon such other examination as I have deemed necessary or appropriate, I am of the opinion that:

1. Lessee is a public body corporate and politic, legally existing under the laws of the State of **Florida**.
2. The Agreement has been duly authorized, executed and delivered by Lessee, pursuant to Constitutional, statutory and/or home rule provisions which authorize this transaction and Resolution No. _____, attached as Exhibit A to the Agreement.
3. The Agreement is a legal, valid and binding obligation of Lessee, enforceable in accordance with its terms. In the event the Lessor obtains a judgment against Lessee in money damages, as a result of an event of default under the Agreement, Lessee will be obligated to pay such judgment.
4. Applicable public bidding requirements have been complied with.
5. To the best of my knowledge, no litigation is pending or threatened in any court or other tribunal, state or federal, which questions or affects the validity of the Agreement.
6. The signature of the officer of Lessee which appears on the Agreement is true and genuine; I know said officer and know him/her to hold the office set forth below his/her names.
7. The Equipment leased pursuant to the Agreement constitutes personal property and when subjected to use by Lessee will not be or become fixtures under applicable law.
8. The leasing of the Equipment pursuant to the Agreement is exempt from all sales and use taxes against either the Lessor or the Lessee during the term of the Lease and the Equipment will be exempt from any state and local personal property or other ad valorem taxes during the term of the Lease.

This opinion may be relied upon by the addressee hereof and its successors and assignees of interests in the Lease, but only with regard to matters specifically set forth herein.

Sincerely,

EXHIBIT C

CERTIFICATE AS TO ARBITRAGE

I, **Parrish Barwick**, hereby certify that I am duly qualified and acting **County Coordinator**, of **Jefferson County Board of County Commissioners** (the "Lessee"), and that in my official capacity as such officer, I am responsible for executing and delivering, on behalf of the Lessee, the Lease-Purchase Agreement dated **May 1, 2019** (the "Agreement"), by and between Leasing 2, Inc. ("Lessor") and the Lessee. This Certificate is being issued pursuant to Section 148 of the Internal Revenue Code of 1986, as amended (the "Code"), and the Treasury Regulations promulgated thereunder (the "Regulations"). The following facts, estimates and circumstances are in existence on the date of this Certificate or are reasonably expected to occur hereafter.

1. The Lease provides for the acquisition and financing of certain equipment described therein (the "Equipment") Pursuant to the Agreement, the Lessor is required to lease the Equipment to the Lessee and the Lessee is required to make rental payments with respect thereto, comprising principal and interest, on the dates and in the amounts set forth therein (the "Rental Payments").

2. On the date hereof, Lessor will deposit into escrow to be held for the benefit of Lessee the amount of **\$181,100.00**, which, together with interest earned thereon until disbursed if necessary, will be used to pay the costs of the Equipment in the amount of **\$181,100.00**. In the event any interest income remains in escrow after payment of such Equipment cost, such amount shall be retained by Lessor as additional fee income.

3. The Lessee has entered into or will within six (6) months of the date hereof enter into contracts for the acquisition of the Equipment, which contracts will obligate the payment of all amounts held in escrow.

4. The Equipment will be acquired with due diligence and will be fully acquired on or before _____.

5. In any event, all of the spendable proceeds of the Agreement will be expended on the Equipment within three (3) years from the date of execution of the Agreement. No proceeds of the Agreement will be used to reimburse the Lessee for expenditures made prior to the date of the issuance of the Agreement, unless Lessee shall have complied with the requirements of Section 1.150-2 of the Regulations. If applicable, a copy of Lessee's official intent with respect to such reimbursement is attached hereto as attachment 1.

6. The original proceeds of the Agreement, and the interest to be earned thereon, do not exceed the amount necessary for the governmental purpose for which the Agreement is issued.

7. The interest of the Lessee in the Equipment has not been, and is not expected during the term of the Agreement, to be sold or otherwise disposed of by the Lessee.

8. No sinking fund will be maintained by the Lessee with respect to the Rental Payments.

9. The Agreement is not a "hedge bond" within the meaning of Section 149(g) of the Code. The Lessee expects to spend not less than 85% of the spendable proceeds of the Agreement within three years after the date hereof and less than 50% of the proceeds of the Agreement is invested in Nonpurpose investments having a substantially guaranteed yield for four years or more.

10. In the Agreement the Lessee has covenanted to take all actions necessary to ensure that the interest paid under the Agreement remains excludable from gross income under the Code. Such covenant includes, without limitation, the requirement to comply with the requirements of the Code relating to the rebate of arbitrage profit to the United States Government.

11. To the best of the knowledge and belief of the undersigned, the expectations of the Lessee as set forth above, are reasonable; and there are no present facts, estimates and circumstances which would damage the foregoing expectations.

LESSEE: **Jefferson County Board of County Commissioners**

By: _____
Parrish Barwick

Title: _____
County Coordinator

Date: _____

EXHIBIT E
PAYMENT SCHEDULE

LESSEE: Jefferson County Board of County Commissioners
LEASE AMOUNT: \$181,100.00
COMMENCEMENT DATE: 5/1/2019
INTEREST RATE: 4.08%

PAYMENT					PURCHASE
<u>NO.</u>	<u>DATE</u>	<u>PAYMENT</u>	<u>INTEREST</u>	<u>PRINCIPAL</u>	<u>PRICE*</u>
1	8/1/2019	\$18,000.00	\$1,886.54	\$16,113.46	\$170,497.74
2	8/1/2020	\$45,533.88	\$6,725.30	\$38,808.58	\$129,811.00
3	8/1/2021	\$45,533.88	\$5,143.36	\$40,390.52	\$87,858.90
4	8/1/2022	\$45,533.88	\$3,496.93	\$42,036.95	\$44,602.09
5	8/1/2023	\$45,533.88	\$1,783.39	\$43,750.49	\$0.00
Grand Totals		\$200,135.52	\$19,035.52	\$181,100.00	

LESSEE: **Jefferson County Board of County Commissioners**

By: _____
Parrish Barwick

Title: _____
County Coordinator

Date: _____

* After payment of Rental Payment due on such date.

EXHIBIT F
ACCEPTANCE CERTIFICATE

The undersigned, as Lessee under the Lease-Purchase Agreement (the "Agreement") dated **May 1, 2019**, with **Leasing 2, Inc.** ("Lessor"), hereby acknowledges:

1. _____ **Equipment delivered and accepted:** Lessee has received in good condition all of the Equipment described in the Agreement and in Exhibit D thereto and accepts the Equipment for all purposes this _____ day of _____, 20_____,
2. _____ **Equipment delivery has not yet taken place:** The Equipment described in the Agreement and in Exhibit D thereto, has not been delivered, but is scheduled to be delivered within 18 months. Lessor has agreed to deposit into an escrow account an amount sufficient to pay the total cost of the Equipment identified in Exhibit D of the Agreement. Exhibit E accurately reflects the Lease Amount. Lessee agrees to execute an Acceptance Certificate and Payment Request Form authorizing payment of the cost of the Equipment, or a portion thereof, for each withdrawal of funds from the Escrow Account. Lessee's obligation to commence Rental Payments as set forth in Exhibit E-Payment Schedule is absolute and unconditional as of the Commencement Date, subject to the terms and conditions of the Agreement. Lessee further acknowledges that the Agreement is not subject to the successful delivery of the Equipment, and that in the event of non-performance by the Vendor, Lessee will retain all responsibility for performance under the Agreement.
3. _____ **Vendor will be paid in full prior to delivery of equipment:** A 100% pre-funding will be made by Lessor to Vendor of the lease amount identified as "Equipment Cost" on the Exhibit E – Payment Schedule of the Agreement. Lessee agrees to indemnify and hold Lessor harmless from and against any and all claims, costs and expenses incurred (including Lessor's attorneys' fees). Lessee further acknowledges that the Agreement is not subject to the successful delivery of the Equipment, and that in the event of non-performance by the Vendor, Lessee will retain all responsibility for performance under the Agreement.

Lessee certifies that Lessee has fully and satisfactorily performed all of its covenants and obligations required under the Agreement, and confirms that the Agreement will commence as defined by "Commencement Date" in the attached Agreement, and it will commence payments in accordance with Article VI of the Agreement.

The undersigned officer of the Lessee hereby reaffirms on behalf of the Lessee in all respects the covenants of the Lessee set forth in Article II of the Agreement and represents that, to the best of his or her knowledge, information and belief, the expectations therein expressed were reasonable as of the Commencement Date, and that there were, and are as of the date on which they were made, and are reasonable as of the Commencement Date, no facts, estimates or circumstances other than those expressed therein that would materially affect the expectations expressed therein.

LESSEE: **Jefferson County Board of County Commissioners**

By: _____
Parrish Barwick

Title: _____
County Coordinator

EXHIBIT G

ESSENTIAL USE/SOURCE OF FUNDS LETTER

TO: **Leasing 2, Inc.**

RE: Lease-Purchase Agreement Dated **May 1, 2019.**

Gentlemen:

Reference is made to certain Lease-Purchase Agreement dated **May 1, 2019**, between **Leasing 2, Inc.** and **Jefferson County Board of County Commissioners**, leasing the personal property described in Exhibit D to such Agreement. This confirms and affirms that such Equipment is essential to the functions of the undersigned or to the service we provide to our citizens.

Further, we have an immediate need for, and expect to make immediate use of, substantially all the Equipment, which need is not temporary or expected to diminish in the foreseeable future. The Equipment will be used by us only for the purpose of performing one or more of our governmental or proprietary functions consistent with the permissible scope of our authority. **Specifically, the Equipment was selected by us to be used as follows:**

Please describe USE of equipment:

Sincerely,

Parrish Barwick, County Coordinator

Date

EXHIBIT H

DESIGNATION OF BANK QUALIFICATION

In consideration of the mutual covenants of the Lessor and Lessee pursuant to the Lease-Purchase Agreement dated **May 1, 2019**, (the "Agreement") between **Leasing 2, Inc.** ("Lessor") and **Jefferson County Board of County Commissioners** ("Lessee"), such Agreement is modified as follows:

Lessee certifies that it reasonably anticipates that it and all of its subordinate entities will not issue more than \$10,000,000 of "qualified tax-exempt obligations" (as that term is defined in Section 265(b)(3)(B) of the Internal Revenue Code of 1986 ("the Code") during the current calendar year .

Further, lessee hereby designates the Agreement as a "qualified tax-exempt obligation" in accordance with Section 265 (b)(3)(B) of the Code so that it is eligible for the exception contained in Section 265 (b)(3) of the Code and further certifies for the purpose of the overall limitation of Section 265 (b)(3)(D) of the Code that it and its subordinate entities have not as of this calendar year issued more than \$10,000,000 of obligations which it has designated for these purposes.

All terms contained herein not otherwise defined shall have the same meaning as such terms are used and defined in the Lease.

LESSEE: **Jefferson County Board of County Commissioners**

By: _____
Parrish Barwick

Title: _____
County Coordinator

Date: _____

EXHIBIT I

NOTICE AND ACKNOWLEDGMENT OF ASSIGNMENT

Leasing 2, Inc. ("Lessor") hereby gives notice to the **Jefferson County Board of County Commissioners** ("Lessee") that Lessor has assigned all rights to payments under the Lease-Purchase Agreement and Escrow Agreement dated as of **May 1, 2019**, between **Leasing 2, Inc.** ("Lessor") and **Jefferson County Board of County Commissioners** ("Lessee"). **Leasing 2, Inc.** ("Lessor") hereby requests, gives notice and instructs **Jefferson County Board of County Commissioners** ("Lessee") that payments that hereafter come due pursuant to the Lease-Purchase Agreement be paid to **Santander Leasing, LLC** or its Assignee.

Santander Leasing, LLC
P.O. Box 14565
Reading, PA 19612

LESSEE: **Jefferson County Board of County Commissioners**

By: _____
Parrish Barwick

Title: _____
County Coordinator

Date: _____

INSURANCE COVERAGE REQUIREMENT

TO: **Leasing 2, Inc. and/or its Assigns**
1720 West Cass Street
Tampa, FL 33606-1230

FROM: **Jefferson County Board of County Commissioners**
1 Courthouse Circle, Room 10
Monticello, FL 32344

RE: INSURANCE COVERAGE REQUIREMENTS (Check one):

_____ 1. In accordance with Section 8.03 of the Agreement, we have instructed the insurance agent named below (please fill in name, address and telephone number)

NAME: _____
ADDRESS: _____
CITY/ ST/ ZIP: _____
TELEPHONE: _____

to issue:

a. All Risk Physical Damage Insurance on the leased equipment evidenced by a Certificate of Insurance and Long Form Loss Payable Clause naming **Leasing 2, Inc. and/or its Assigns OR NBH or City Nat'l Santander Leasing, LLC** as Loss Payee.

Coverage Required: Full Replacement Value

b. Public Liability Insurance evidenced by a Certificate of Insurance naming **Leasing 2, Inc. and/or its Assigns OR NBH or City Nat'l Santander Leasing, LLC** as an Additional Insured.

Minimum Coverage Required:
\$500,000.00 per person
\$1,000,000.00 aggregate bodily injury liability
\$1,000,000.00 property damage liability

_____ 2. Pursuant to Section 8.03 of the Agreement, we are self-insured for all risk, physical damage, and public liability and will provide proof of such self-insurance in letterform together with a copy of the statute authorizing this form of insurance.

By: _____
Parrish Barwick

Title: _____
County Coordinator

Date: _____

BILLING INFORMATION

Please indicate below how you would like us to bill you for the lease payments due under this Agreement, including a contact name, if applicable:

Contact Name: _____

Company: _____

Street Address or Box #: _____

City, State, Zip: _____

County: _____

Telephone: _____ () _____

Fax: _____ () _____

Email Address: _____

Invoice Reference: _____ Mack GR64B Roll Off Truck _____

**CUSTOMER IDENTIFICATION PROGRAM
ORGANIZED ENTITY**

Notice: To help the government fight the funding of terrorism and money laundering activities, U.S. Federal law requires financial institutions to obtain, verify and record information that identifies each person (individuals or businesses) who opens an account.

What this means for you: When you open an account or add any additional service, we will ask you for your name, address, federal employer identification number and other information that will allow us to identify you. We may also ask to see other identifying documents.

CUSTOMER NAME: **Jefferson County Board of County Commissioners**

CUSTOMER IDENTIFICATION

Taxpayer ID Number: 59-6000690

Business Structure (check one): City Government: _____ County Government: _____ Tax District: _____ Corporation: _____

Other, description: _____

We may request certified copies of your organizational documents as part of the identification procedure.

PRIMARY ADDRESS AND REGISTRATION

Address: _____

Address: _____

City: _____

State: _____

Zip Code: _____

State of Registration/Organization: _____

MAILING ADDRESS (if different from above)

Address: _____

Address: _____

City: _____

State: _____

Zip Code: _____

Acknowledgment: The information contained herein is true and correct.

Jefferson County Board of County Commissioners

By: _____
Parrish Barwick

Its: _____
County Coordinator

Internal Escrow Letter

May 1, 2019

Santander Leasing, LLC
P.O. Box 14565
Reading, PA 19612

Re: Lease Purchase Agreement dated **May 1, 2019** (the "Lease") by and between: **Jefferson County Board of County Commissioners** ("Lessee") and Leasing 2, Inc. ("Lessor"), concurrently assigned to Santander Leasing, LLC ("Assignee").

Ladies and Gentlemen:

We have entered into the above referenced Lease for the purpose of financing a **Mack GR64B Roll Off Truck** (the "Equipment") in the amount of **\$181,100.00** (the "Financed Amount"). Lessee hereby requests that Assignee retain **\$181,100.00** (the "Retained Amount"). Lessee further requests that Assignee hold the Retained Amount in an internal escrow pending Assignee's receipt of confirmation from Lessee that the Equipment has been delivered, inspected and accepted for all purposes by the Lessee and that payment can be remitted to the vendor of such Equipment. There will be no separate escrow fee charged Lessee for internally escrowing the Retained Amount.

Lessee understands and agrees that interest shall accrue on the entire Financed Amount as of the date hereof, and further understands and agrees that any interest earned on the Retained Amount shall be paid to Assignee in consideration of managing the internal escrow account.

Lessee acknowledges that Assignee may commingle the Retained Amount held by Assignee for the benefit of Lessee with other funds held by Assignee for its own account, so long as Assignee maintains segregation of such amounts on the books and records of Assignee.

Sincerely,

LESSEE: **Jefferson County Board of County Commissioners**

By: _____
Parrish Barwick

Title: _____
County Coordinator

Date: _____



BOARD OF COUNTY COMMISSIONERS

JEFFERSON COUNTY, FLORIDA

THE KEYSTONE COUNTY-ESTABLISHED 1827

1 COURTHOUSE CIRCLE; MONTICELLO, FLORIDA 32344

PHONE: (850)-342-0287

Stephen Fulford

District 1

Gene Hall

District 2

J T Surles

District 3 Vice-Chair

Betsy Barfield

District 4 Chairwoman

Stephen Walker

District 5

May 2, 2019

Presentations, Awards, Etc.

Public Hearing – Code Enforcement Ordinance No. 2019-050219-01 – 6:00 or Soon Thereafter

Consent Agenda: Commissioner Attendance at NACO Annual Conference – Comm.’s Barfield & Hall have requested participation at this year’s meetings.

City of Monticello parking signage for Courthouse parking area

Lease documents for Road Dept. dump trucks (2) and Solid Waste Roll off Truck.

General Business:

Item A: Canvassing Board for upcoming election – Comm. Fulford will be the appointed commissioner.

Item B: Powerline Route – Commissioner Walker

Item C: Census Complete County Committee Nominations

County Coordinator Items:

Reports of Road Department Activities have been provided along with construction projects completed or worked on.

County Attorney: Announce Executive Session Case no.: 2019-48-CA.

**JEFFERSON COUNTY, FLORIDA
2020 CENSUS
COMPLETE COUNT COMMITTEE**

Nominations of representatives from each District to cover targeted areas of the County.

DISTRICT	TARGET AREA/ APPOINTMENT	DESCRIPTION OF ACTIVITIES
DISTRICT 1	COMMUNITY Franklin Brooks	
	Non-Profit Groups Food Shelters Elderly	Collaborates with community organizations to inform individuals of the importance of participating in the 2020 Census and the benefits derived from census data.
DISTRICT 2	EDUCATION Nancy Benjamin	
	Schools Daycares Library Homeschoolers	Facilitates census awareness for local schools from prekindergarten through twelfth grade, as well as postsecondary education institutions in the area. May also encourage school administrators, teachers, and students to use Statistics in Schools materials.
DISTRICT 3	BUSINESS Dori Collins	
	Large Employers Business Owners Business Organizations	Creates and coordinates activities that involve businesses in census awareness, such as distribution of census information and census messages on packaging (grocery bags) and the inclusion of the census logo and message on sales promotion materials.
DISTRICT 4	FAITH-BASED Mae Eva Kyler	
	Ministerial Groups Churches Church Gatherings Homeless	Creates and coordinates activities and materials that can be used by any local faith-based institution in the promotion of the 2020 Census awareness and participation.
DISTRICT 5	MEDIA Stephen Walker	
	County Govt. Websites Social Media Newspaper General Publications	Facilitates ways to get the census message to all community households, using all available sources such as local newspapers, newsletters, fliers, local festivals, billboards, social media, radio, and television.

May 2, 2019 – Resolution Adoption & Appointment of Committee

May 14, 2019 - 6pm – Attending training presentation – Courthouse Annex