

**SUMTER COUNTY BOARD OF COMMISSIONERS
EXECUTIVE SUMMARY**

SUBJECT: Purchase Order Approval (Staff recommends approval).

REQUESTED ACTION: Approve Purchase Orders

Work Session (Report Only) **DATE OF MEETING:** 10/25/11
 Regular Meeting Special Meeting

CONTRACT: N/A Vendor/Entity: _____
 Effective Date: _____ Termination Date: _____
 Managing Division / Dept: Financial Services _____

BUDGET IMPACT: _____
 Annual **FUNDING SOURCE:** _____
 Capital **EXPENDITURE ACCOUNT:** _____
 N/A

HISTORY/FACTS/ISSUES:

PO Number	PO Amount	Vendor Name	PO Description
54196	\$89,400.00	Brad King, State Attorney	Reimbursement for IT Personnel Salaries and Benefits
54246	\$63,675.36	SunTrust	Sheriff's PSAP Equipment and move to new site
54436	\$50,084.63	Florida Department of Environmental Protection	Reimbursement for the closing of Cherry Lake Park (FRDAP Grant F50297)
54442	\$233,683.00	Mid State Electric	Sheriff's Office and VoIP Generators
54471	\$81,080.00	URS Corporation	Project Management Services on the CDA/AS Joint Use Facility, Animal Euthanasia Facility, and Horse Barn

PURCHASE ORDER

PLEASE FURNISH MERCHANDISE BELOW FOR THE ACCOUNT OF

BOARD OF SUMTER COUNTY COMMISSIONERS

54196

910 N. MAIN STREET, ROOM #201

TELEPHONE 352-793-0200

BUSHNELL, FLORIDA 33513-9402

TO

Brad King, State Attorney
110 NW 1st Avenue, Suite 5000
Ocala, FL 34475

DATE October 17, 2011
DEPT. Court Technology Fund
BY [Signature]

FUND	ACCOUNT NO.	QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL PRICE
129-270-713-8100			Reimbursement for IT Personnel Salaries and Benefits <i>BLANKET PO</i>	89,400.00	89,400.00
TERMS:				TOTAL	89,400.00

BOARD OF SUMTER COUNTY COMMISSIONERS

DELIVER TO: _____

AUTHORIZED BY: _____

**NOTE: ONLY ORIGINAL INVOICES
WILL BE CONSIDERED FOR PAYMENT**

DISTRIBUTION:

- BLUE COPY - TO BOARD OF COUNTY COMMISSIONERS
- WHITE COPY - TO VENDOR
- CANARY COPY - TO DEPARTMENT HEAD
- GREEN COPY - TO BOARD OF COUNTY COMMISSIONERS

THIS IS TO CERTIFY THAT THE ABOVE GOODS WERE RECEIVED AND THAT THEY WERE OF THE QUANTITY AND QUALITY ORDERED AND PAYMENT FOR SAME IS HEREBY APPROVED.

BY: _____ DATE: _____

OFFICER OR DEPT. HEAD

1. MAIL INVOICE TO BOARD OF COUNTY COMMISSIONERS
2. PLEASE SHOW OUR PURCHASE ORDER NUMBER ON ALL INVOICES
3. EACH SHIPMENT MUST BE COVERED BY A SEPARATE INVOICE
4. THE COUNTY OF SUMTER IS EXEMPT FROM STATE SALES AND USE TAX AND FEDERAL EXCISE TAXES. STATE SALES AND USE TAX CERTIFICATE NUMBER 85-8012622366C-3.

**SUMTER COUNTY BOARD OF COMMISSIONERS
EXECUTIVE SUMMARY**

SUBJECT: Annual funding contract for court-related technology for the Office of State Attorney.

REQUESTED ACTION: Staff recommends approval.

Work Session (Report Only) **DATE OF MEETING:** 09/27/2011
 Regular Meeting Special Meeting

CONTRACT: N/A Vendor/Entity: Office of the State Attorney

Effective Date: 10/1/2011 Termination Date: 9/30/2012
Managing Division / Dept: Financial Services

BUDGET IMPACT: \$89,400 (provided in 2011/12 FY Budget)

- Annual
- Capital
- N/A

FUNDING SOURCE: Fund 129 Court Technology Fund
EXPENDITURE ACCOUNT: Various

HISTORY/FACTS/ISSUES:

Section 28.24(12)(e)(1) of the Florida Statutes (F.S.) set forth the legislatively established funding source of a \$2 filing fee collected by the Clerk of Circuit Court and distributed to the Board of County Commissioners to be used exclusively for funding court-related technology as defined in F.S. Section 29.008(1)(f)(2).

The revenue estimate for the filing fee for fiscal year 2011/12 is \$165,739. The fund provides for the technology needs of the State Attorney, Guardian Ad Litem, Court (Judges), and Public Defender. There is currently no distribution plan; however the offices involved have been encouraged to coordinate the planned expenditure requests for this fund. It is noted that the current total expenditures against the fund is much more than the long term projected the revenue collection. The expenditure is balanced against a cash balance that was built before demands on the fund rose to the current level and recurring revenue was much higher. It is estimated the cash balance will be depleted in fiscal year 2012/2013. The offices supported by this fund are aware of the fund balance depletion projection.

This contract provides for reimbursement to the Office of the State Attorney for one state employee assigned to the Bushnell State Attorney Office and a prorated percentage of costs for circuit-wide employees who also perform related technology work for the Office of the State Attorney for a total of \$89,400 annually.

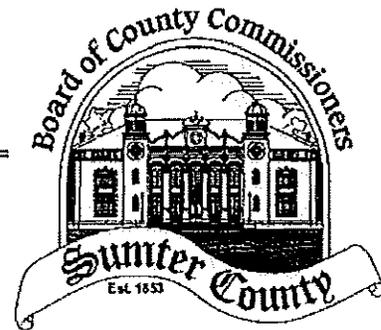
APPROVED

September 27, 2011

Board of County Commissioners

Sumter County, Florida

7375 Powell Road • Wildwood, FL 34785 • Phone (352) 689-4400 • FAX: (352) 689-4401
Website: <http://sumtercountyfl.gov>



September 30, 2011

Brad King, State Attorney
Fifth Judicial Circuit
19 N.W. Pine Avenue
Ocala, FL 34475

Dear Mr. King:

Enclosed for signature are two (2) originals of the Interlocal Agreement between Sumter County and The Office of the State Attorney for the Fifth Judicial Circuit approved by the Board of Sumter County Commissioners on September 27, 2011. Please sign both originals and return one (1) to Clerk of Court, Attn: Connie Webb, Deputy Clerk, P.O. Box 247, Bushnell, FL 33513.

Thank you for your assistance in this matter. If there are any questions, please do not hesitate to contact our office at 352-569-6615.

Very truly yours,

BOARD OF SUMTER COUNTY COMMISSIONERS

GLORIA R. HAYWARD
CLERK & AUDITOR

By 
Connie Webb
Deputy Clerk

Enclosures

Richard "Dick" Hoffman, Dist 1
(352) 689-4400
7375 Powell Road
Wildwood, FL 34785

Doug Gilpin, Dist 2
Chairman
(352) 689-4400
7375 Powell Road
Wildwood, FL 34785

Don Burgess, Dist 3
Vice Chairman
(352) 689-4400
7375 Powell Road
Wildwood, FL 34785

Garry Breeden, Dist 4
(352) 689-4400
7375 Powell Road
Wildwood, FL 34785

Randy Mask, Dist 5
2nd Vice Chairman
Office: (352) 689-4400
Home: (352) 793-3930
7375 Powell Road
Wildwood, FL 34785

Bradley S. Arnold,
County Administrator
(352) 689-4400
7375 Powell Road
Wildwood, FL 34785

Gloria R. Hayward, Clerk & Auditor
(352) 569-6600
215 E. McCollum Avenue
Bushnell, FL 33513

County Attorney
The Hogan Law Firm
Post Office Box 485
Brooksville, Florida 34605

INTERLOCAL AGREEMENT BETWEEN SUMTER COUNTY
AND THE OFFICE OF THE STATE ATTORNEY
FIFTH JUDICIAL CIRCUIT

THIS interlocal agreement is entered into by and between Sumter County, Florida, a political subdivision of the State of Florida (hereinafter referred to as "Sumter County"), with administrative offices located at 7375 Powell Rd, Wildwood, Florida, 34785 and the Office of the State Attorney, Fifth Judicial Circuit created and existing under the laws of the State of Florida, (hereinafter referred to as "State Attorney") with administrative offices located at 19 N.W. Pine Avenue, Ocala, Florida, 34475 (each being at times referred to as a "party" or "parties").

WITNESSETH:

Whereas, Section 28.24(12)(e)(1), Florida Statutes (F.S.) sets forth the legislatively established funding source of a \$2 filing fee (hereinafter referred to as "\$2 filing fee") distributed to the board of county commissioners to be used exclusively for funding court-related technology, and court technology needs as defined in Section 29.008(1)(0(2) and (h); and

Whereas, F.S. Section 29.008(1)(f)(2) allows a portion of this \$2 filing fee revenue source to be used for county funded staff to support the operations and management of the State Attorney's Office computer networks, systems and equipment; and

Whereas, pursuant to F.S. Chapter 163, the County and the State Attorney's Office may enter into this Agreement in order to cooperatively use their resources to mutual advantage.

Now, therefore, in consideration of the mutual terms and conditions, promises and covenants hereinafter set for the receipt of sufficiency of which is hereby acknowledged, the parties agree as follows:

Article 1
Purpose

- 1.1 The recitals contained in the preamble of this Agreement are declared to be true and correct and are hereby incorporated into this Agreement.
- 1.2 Sumter County, in cooperation with the State Attorney's Office, hereby establishes the funding for state employees who assist in the support of the State Attorney's computer network, systems and equipment, within the Sumter County branch of the State Attorney's Office.

Article 2

Agreement Established

- 2.1 This Agreement shall become effective October 1, 2011 and shall continue until September 30, 2012.
- 2.2 The parties hereto agree to be fully responsible for their negligent acts or omissions or tortious acts during the life of this agreement that result in claims or suits against any other party, and agree to be fully liable for any damages proximately caused by said acts or omissions. Nothing herein is intended to serve as a waiver of sovereign immunity by any party to which sovereign immunity applied. Nothing herein shall be construed as consent by the parties to be sued by third parties in any matter arising out of this Agreement.

Article 3

Amount of Funds and Method of Payment

- 3.1 Sumter County agrees to pay the State Attorney's Office for reimbursement of one hundred percent of the salary, benefits and employer tax cost for the full time state employee permanently assigned to the Sumter County branch office, and a prorated percentage of similar costs for circuit-wide employees who also perform related work in this office, from the discrete Sumter County \$2 filing fee fund. The total sum of monies paid to the State Attorney's Office under this Agreement shall not exceed Eighty-nine thousand, four hundred dollars (\$89,400) for the period between October 1, 2011 and September 30, 2012.
- 3.2 Payments under this Agreement shall be made on a cost reimbursement basis. Reimbursement shall be made on a quarterly basis on the State Attorney's Office submission and Sumter County's approval of a quarterly invoice. The State Attorney's Office shall maintain documentation of all costs represented on the invoice, and will submit documentation of expenditures with all invoices, and payment may be withheld if services have not been satisfactorily completed or the documentation is not satisfactory. Any payment due or any approval necessary under the terms of this Agreement may be withheld until all evaluation and documentation of expenditure due from the State Attorney's Office, and necessary adjustments thereto, have been approved by Sumter County.
- 3.3 Sumter County will use funds from the \$2 filing fee to help with the payments to the State Attorney's Office required by this Agreement, and any other associated costs.

Article 4
Personnel

- 4.1 The job duties of the employee filling the position that will be funded by this agreement will include but is not limited to installing and supporting the computer networks, software, related systems and equipment, provide user technical support, and help maintain the information systems infrastructure of the State Attorney's Office.
- 4.2 The State Attorney's Office will be responsible for the payment of all FICA taxes, withholding taxes, state and federal unemployment taxes, retirement benefits, and insurance benefits related to this employee from the funds received under the Agreement.

Article 5
General Provisions

- 5.1 Termination: This Agreement may be terminated by either party with or without cause upon five (5) days written notice via certified mail.
- 5.2 Records: The parties acknowledge that this Agreement and any related financial records, audits, records, plans, correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes, as amended. In the event a party fails to abide by the provisions of Chapter 119, Florida Statutes, the other party may, without prejudice to any right or remedy, and after giving that party five (5) days written notice, during which period the party fails to allow access to such documents, terminate this Agreement.
- 53 Assignment: This Agreement or any interest herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by the parties without the prior written consent of the other party.
- 54 All Prior Agreements Superseded:
- (a) This document incorporates and included all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein, and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or Agreements whether oral or written.
- (b) It is further agreed that no modification, amendment, or alteration in the terms of conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

- 5.5 **Governing Law:** This Agreement shall be governed by and construed in accordance with the law of the State of Florida, and the parties stipulate that venue for any matter, which is a subject of this Agreement shall be in the County of Sumter.
- 5.6 **Interpretation:** For the purpose of this Agreement, the singular includes the plural and the plural shall include the singular. References to statutes or regulations shall include all statutory or regulatory provisions consolidating, amending, or replacing the statute or regulation referred to. Words not otherwise defined that have well-known technical or industry meanings, are used in accordance with such recognized meanings. References to persons include their respective permitted successors and assigns and, in the case of governmental persons, persons succeeding to their respective functions and capacities.
- (a) If any party discovers any material discrepancy, deficiency, ambiguity, error, or omission in the Agreement, or is otherwise in doubt as to the meaning of any provision of the Agreement, it shall immediately notify the other parties and request clarification of the interpretation of this Agreement.
- (b) This Agreement shall not be more strictly construed against either party hereto by reason of the fact that one party may be drafted or prepared any or all of the terms and provisions hereof.
- 5.7 **Severability:** The invalidity or non-enforceability of any portion or provisions of this Agreement shall not affect the validity or enforceability of any other portion or provision. Any invalid or unenforceable portion or provision shall be deemed severed from this Agreement and the balance hereof shall be construed and enforced as if this Agreement did not contain such invalid or unenforceable portion or provision.
- 5.8 **Further Documents:** The parties shall execute and deliver all documents and perform further actions that may be reasonably necessary to effectuate the provisions of this Agreement.
- 5.9 **Notices:** All notices required or made pursuant to this Agreement by either party to the other shall be in writing and delivered by hand, e-mail or by United States Postal Service.
- 5.10 **No Waiver:** The failure of a party to insist upon the strict performance of the terms and conditions hereof shall not constitute or be construed as a waiver or relinquishment of any other provision or of either party's right to thereafter enforce the same in accordance with this Agreement.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: Sumter County through its Board of County Commissioners, signing by and through its Chairman, authorized to execute same by Board action on the 21 day of Sept, 2011 the State Attorney's face, by and through its administrator duly authorized to execute same on the 4th day of October, 2011.

SUMTER COUNTY, FLORIDA, a political subdivision of the State of Florida acting by and through its duly authorized Board of County Commissioners.

By: *[Signature]*
Don Burgess, Chairman

Date: *[Signature]* SEP 27 2011

ATTEST: Gloria R. Hayward,
Clerk of Circuit Court



[Signature] Clerk

OFFICE OF THE STATE ATTORNEY
Office of the State Attorney acting by and through its duly authorized Administrator.

By: *[Signature]*
Brad King, State Attorney

Date: 10/4/11

By: *[Signature]*
Witness

By: *[Signature]*
Witness

PURCHASE ORDER

PLEASE FURNISH MERCHANDISE BELOW FOR THE ACCOUNT OF

BOARD OF SUMTER COUNTY COMMISSIONERS

54246

910 N. MAIN STREET, ROOM #201

TELEPHONE 352-793-0200

BUSHNELL, FLORIDA 33513-9402

TO

┌
SUNTRUST

└

DATE 10/04/11
DEPT. COMMUNICATIONS FUND
BY *[Signature]*
[Signature] *[Signature]*

FUND	ACCOUNT NO.	QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL PRICE
			SHERIFF'S PSAP EQUIPMENT AND MOVE TO NEW SITE.		
			SUNTRUST LOAN TERM: 10/30/08 - 11/15/12		
			PRINCIPAL PAYMENTS: ACCOUNT# 130-412-525-7100 <i>P</i>	61,505.61	61,505.61
			INTEREST PAYMENTS: ACCOUNT# 130-412-525-7200 <i>P</i>	2,169.75	2,169.75
			OPEN PO: FY 2011/12		
			ACCOUNT # 114-155-525-3400		
			TERMS:		
				TOTAL	63,675.36

BOARD OF SUMTER COUNTY COMMISSIONERS

DELIVER TO: _____

AUTHORIZED BY: _____

**NOTE: ONLY ORIGINAL INVOICES
WILL BE CONSIDERED FOR PAYMENT**

THIS IS TO CERTIFY THAT THE ABOVE GOODS WERE RECEIVED AND THAT THEY WERE OF THE QUANTITY AND QUALITY ORDERED AND PAYMENT FOR SAME IS HEREBY APPROVED.

DISTRIBUTION:

- BLUE COPY - TO BOARD OF COUNTY COMMISSIONERS
- WHITE COPY - TO VENDOR
- CANARY COPY - TO DEPARTMENT HEAD
- GREEN COPY - TO BOARD OF COUNTY COMMISSIONERS

BY: _____ DATE: _____

OFFICER OR DEPT. HEAD

1. MAIL INVOICE TO BOARD OF COUNTY COMMISSIONERS
2. PLEASE SHOW OUR PURCHASE ORDER NUMBER ON ALL INVOICES
3. EACH SHIPMENT MUST BE COVERED BY A SEPARATE INVOICE
4. THE COUNTY OF SUMTER IS EXEMPT FROM STATE SALES AND USE TAX AND FEDERAL EXCISE TAXES. STATE SALES AND USE TAX CERTIFICATE NUMBER 85-8012622366C-3.

SUNTRUST EQUIPMENT FINANCE & LEASING CORP.

AMENDMENT NO. 01

AMENDMENT TO LEASE DOCUMENTS

THIS AMENDMENT TO LEASE DOCUMENTS dated as of this 30 day of October, 2008 (this "Amendment"), by and among SUNTRUST EQUIPMENT FINANCE & LEASING CORP., (a wholly owned subsidiary of SUNTRUST LEASING CORPORATION), its present and future affiliates and their successors and assigns ("Lessor"), and SUMTER COUNTY, FLORIDA its successors and permitted assigns ("Lessee"), amends that certain Master Lease Agreement No.02472, dated as of February 17, 2004 (the "Lease"), all of the Equipment Schedules or Promissory Notes entered into pursuant thereto and all of the other documents and agreements entered into in connection therewith by and between SunTrust Leasing Corporation and Lessee, as amended or otherwise modified (hereinafter collectively referred to as the "Lease Documents"). The capitalized terms used herein but not otherwise defined herein shall have the respective meanings given them in the Lease Documents or the other documents referred to therein.

RECITALS

WHEREAS, effective 12:00 a.m. Eastern Time on January 1, 2008 ("Effective Date"), SUNTRUST LEASING CORPORATION, has transferred substantially all of its rights, interests, obligations, assets and liabilities to its wholly owned subsidiary SUNTRUST EQUIPMENT FINANCE & LEASING CORP. and the parties desire to amend all of the Lease Documents to reflect the name of SunTrust Equipment Finance & Leasing Corp. as the Lessor.

NOW, THEREFORE, in consideration of the foregoing premises and such other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto do hereby agree as follows:

- 1. AMENDMENT.** Each of the Lease Documents, together with any other agreement, document, exhibit, schedule, note or annex delivered in connection with any of the same, is hereby revised (which revision shall be deemed effective upon and at all times after the Effective Date) so that any and all references therein to "SUNTRUST LEASING CORPORATION" shall be replaced with "SUNTRUST EQUIPMENT FINANCE & LEASING CORP."
- 2. COVENANTS.** Upon the execution of this Amendment, Lessor will promptly execute Uniform Commercial Code Statements of Amendments and any other filings and recordings, together with such further documents, instruments and assurance and take such further action as Lessor may deem necessary in order to carry out the intent and purpose of this Amendment.
- 3. MISCELLANEOUS.** This Amendment shall hereafter amend and constitute a part of each of the Lease Documents referenced herein. Except as expressly provided herein, the terms and conditions of each such Lease Document remains unmodified and in full force and effect. This Amendment shall be governed by and in accordance with the laws of the Lease Documents. This Amendment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have caused this Amendment to Lease Documents to be executed as of the date first above written.

SUNTRUST EQUIPMENT FINANCE &
LEASING CORP.
Lessor

SUMTER COUNTY, FLORIDA
Lessee

By: _____ [SEAL]
Name: _____
Title: _____

By: Richard Hoffman
Name: RICHARD HOFFMAN
Title: 10-30-08



SUNTRUST EQUIPMENT FINANCE & LEASING CORP.--MUNICIPAL LEASING ESCROW PROCESS

When you are ready to have a disbursement processed from the Escrow Account, please forward the following original documents via regular mail to:

SunTrust Equipment Finance & Leasing Corp.
300 East Joppa Road, 7th Floor
Towson, MD 21286

Attention: Bill Brooks at 410/307-6749 or Caridad Rubio-Cooper at 410/307-6662 Fax 410/307-6665
bill.brooks@suntrust.com/ caridad.rubio-cooper@suntrust.com

- If your request needs immediate assistance, please call or email Bill Brooks or Caridad Rubio-Cooper to request to process a disbursement via fax.

ORIGINAL DOCUMENTS SHOULD INCLUDE:

- ♦ Payment Request Form executed by authorized signer under the Master Lease Agreement (Please include payee's complete address)
- ♦ Acceptance Certificate executed by authorized signer under the Master Lease Agreement (Unless your request is for an Energy Management Project)
- ♦ Vendor invoices ---Sold to/bill to party should be the Lessee
- ♦ Wiring instructions if vendor prefers wire transfer as opposed to a check
- ♦ Cost and type of equipment should match the approval
- ♦ A certificate of Insurance listing STLC as loss payee/additional insured

In addition, If Lessee is to be reimbursed:

- ♦ An original Declaration of Official Intent for Reimbursement (letter requesting reimbursement on your letterhead)
- ♦ Copies of invoices/proof of payment/ cancelled checks
- ♦ Updated insurance information/SunTrust Leasing Corporation as loss payee and additional insured [fax].

For vehicles (located outside of the State of Florida):

- ♦ Original titles showing SunTrust Leasing Corporation as lienholder
[OR]
- ♦ Copies of title applications and Certificates of Origin showing SunTrust Leasing Corporation as lienholder and

For vehicles (located in the State of Florida):

- ♦ Copies of titles (Lienholder should be NONE.)
[OR]
- ♦ Copies of title applications and Certificates of Origin (Lienholder should be NONE.) and
- ♦ Lessee would then forward a copy of the Certificate of Title when received.

SunTrust Leasing will execute the documents and forward them to the appropriate Escrow Agent for processing. A spreadsheet would help to expedite the processing for large packages. A letter with a copy of executed documents and payment confirmation will be forwarded to the Lessee. **If all documents are not in order, they will be returned to you along with a letter requesting the appropriate information.**

SUMTER COUNTY, FLORIDA
INDEX TO LEGAL DOCUMENTS
BANK-QUALIFIED ESCROW

Master Lease Agreement; 02472, Dated 2/17/2004

Exhibit A - Equipment Schedule No. 02;

Acceptance Certificate;

Payment Schedule;

Exhibit B-1 - Tax Agreement and Arbitrage Certificate;

Exhibit C - Resolution of Governing Body;

Exhibit D - Incumbency Certificate;

Exhibit E - Opinion of Counsel;

Exhibit F - Escrow Agreement, with its Schedule A;

Exhibit G-1 Confirmation of Outside Insurance;

Exhibit G-2 Questionnaire for Self-Insurance to Lease and Addendum;

UCC Financing Statements with attached Schedule A;

Form 8038-G.

EXHIBIT A

EQUIPMENT SCHEDULE NO. 02
TO LEASE NO. 02472

The following Equipment comprises an Equipment Group which is the subject of the Master Lease Agreement dated as February 17, 2004 (the "Agreement") between the undersigned Lessor and Lessee. The Agreement is incorporated herein in its entirety, and Lessee hereby reaffirms each of its representations, warranties and covenants contained in the Agreement. Lessee warrants that no Non-Appropriation and no Event of Default, or event which, with the passage of time or the giving of notice or both, would constitute an Event of Default, has occurred under the Agreement. An Acceptance Certificate and Payment Schedule are attached to this Equipment Schedule and by reference are made a part hereof. The terms capitalized in this Equipment Schedule but not defined herein shall have the meanings assigned to them in the Agreement.

EQUIPMENT GROUP

The cost of the Equipment Group to be funded by Lessee under this Lease is \$343,535.00 (the "Acquisition Cost"). The Equipment Group consists of the following Equipment which has been or shall be purchased from the Vendor(s) named below for the prices set forth below:

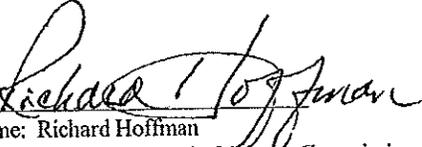
911 Equipment and labor to move equipment (See Exhibit A-1) - \$343,435.00
Documentation Fee - \$100.00

The Equipment Group is or will be located at the following address(es). Prior to relocation of the Equipment Group or any portion thereof during the Lease Term, Lessee will provide written notice to Lessor:

1010 N. Main Street, Bushnell, FL 33513

SUMTER COUNTY, FLORIDA,

Lessee

By: 
Name: Richard Hoffman
Title: Chairman, Board of County Commissioners
Date: 10-30-08

Address: 209 N. Florida Street
Bushnell, FL 33513

Telephone: 352/259-1400
Facsimile: 352/259-1401

SUNTRUST EQUIPMENT FINANCE
& LEASING CORP.,

Lessor

By: 
Name: Donald S. Keough
Title: Vice President
Date: _____

Address: 300 East Joppa Road, 7th Floor
Towson, MD 21286

Telephone: 410/307-6648
Facsimile: 410/307-6702

ACCEPTANCE CERTIFICATE

I, the undersigned, hereby certify that I am the duly qualified and acting officer of the Lessee identified below and, with respect to the above referenced Equipment Schedule and Lease, that:

1. The Equipment described below has been delivered and installed in accordance with Lessee's specifications, is in good working order and is fully operational and has been fully accepted by Lessee on or before the date indicated below:

2. Attached are (a) evidence of insurance with respect to the Equipment in compliance with Article VII of the Agreement; (b) Vendor invoice(s) and/or bill(s) of sale relating to the Equipment, and if such invoices have been paid by Lessee, evidence of payment thereof (evidence of official intent to reimburse such payment as required by the Code having been delivered separately by Lessee); and (c) financing statements executed by Lessee as debtor and/or the original certificate of title or manufacturer's certificate of origin and title application, if any, for any Equipment which is subject to certificate of title laws.

3. Rental Payments shall be due and payable by Lessee on the dates and in the amounts indicated on the Payment Schedule attached to the Equipment Schedule. Lessee has appropriated and/or taken other lawful actions necessary to provide moneys sufficient to pay all Rental Payments required to be paid under the Lease during the current Fiscal Year of Lessee. Such moneys will be applied in payment of all such Rental Payments due and payable during such current Fiscal Year. Lessee anticipates that sufficient funds shall be available to make all Rental Payments due in subsequent Fiscal Years.

4. Lessee hereby authorizes and directs Lessor to fund the Acquisition Cost of the Equipment by paying, or directing the payment by the Escrow Agent (if applicable) of, the invoice prices to the Vendor(s), in each case as set forth above, or by reimbursing Lessee in the event such invoice prices have been previously paid by Lessee.

5. **Final Acceptance Certificate.** This Acceptance Certificate constitutes final acceptance of all of the Equipment identified in the Equipment Schedule described above. Lessee certifies that upon payment in accordance with paragraph 4 above, or direction to the Escrow Agent (if applicable) to make payment, Lessor shall have fully and satisfactorily performed all of its covenants and obligations under the Lease. [CHECK BOX IF APPLICABLE.]

SUMTER COUNTY, FLORIDA,
Lessee

By: _____

Name: Richard Hoffman

Title: Chairman, Board of County Commissioners

Date: _____

PAYMENT SCHEDULE

The Funding Date with respect to the above referenced Equipment Group shall be October 30, 2008. Lessor shall retain any interest or income accruing between the Funding Date and the date on which interest begins to accrue in accordance with the Payment Schedule more fully set forth below. The Annual Interest Rate applicable to the Equipment Group shall be 3.9890%. Lessee will make Rental Payments each consisting of Principal and Interest as set forth below for a term of 4 years. The first Rental Payment is due on February 15, 2009 and subsequent payments are due quarterly on like date thereafter.

Payment Number	Payment Date	Payment Amount	Principal Component	Interest Component	Prepayment Price*
	10/30/2008	0.00	0.00	0.00	
1	2/15/2009	23,374.48	19,377.60	3,996.88	333,882.12
2	5/15/2009	23,374.48	20,141.83	3,232.65	313,136.04
3	8/15/2009	23,374.48	20,342.69	3,031.79	292,183.07
4	11/15/2009	23,374.48	20,545.56	2,828.92	271,021.15
5	2/15/2010	23,374.48	20,750.45	2,624.03	249,648.19
6	5/15/2010	23,374.48	20,957.38	2,417.10	228,062.09
7	8/15/2010	23,374.48	21,166.38	2,208.10	206,260.71
8	11/15/2010	23,374.48	21,377.46	1,997.02	184,241.93
9	2/15/2011	23,374.48	21,590.65	1,783.83	162,003.57
10	5/15/2011	23,374.48	21,805.96	1,568.52	139,543.43
11	8/15/2011	23,374.48	22,023.42	1,351.06	116,859.31
12	11/15/2011	23,374.48	22,243.05	1,131.43	93,948.98
13	2/15/2012	23,374.48	22,464.86	909.62	70,810.16
14	5/15/2012	23,374.48	22,688.89	685.59	47,440.61
15	8/15/2012	23,374.48	22,915.16	459.32	23,837.99
16	11/15/2012	23,374.48	23,143.66	230.82	0.00
Totals		373,991.68	343,535.00	30,456.68	

SUMTER COUNTY, FLORIDA,

Lessee

By: *Richard Hoffman*

Name: Richard Hoffman

Title: Chairman, Board of County Commissioners

Date: 10-30-08

* After payment of Rental Payment due on such date.

Chief to talk to Brad about items in payments.

[Escrow]

Lease Number: 02472
Equipment Schedule: 02**TAX AGREEMENT AND ARBITRAGE CERTIFICATE**

This TAX AGREEMENT AND ARBITRAGE CERTIFICATE (this "Certificate") is issued by SUMTER COUNTY, FLORIDA ("Lessee") in favor of SUNTRUST EQUIPMENT FINANCE & LEASING CORP. ("Lessor") in connection with that certain Master Lease Agreement dated as of February 17, 2004 (the "Agreement"), by and between Lessor and Lessee. The terms capitalized herein but not defined herein shall have the meanings assigned to them in the Agreement.

Section 1. In General.

1.1. This Certificate is executed for the purpose of establishing the reasonable expectations of Lessee as to future events regarding the financing of certain equipment (the "Equipment") to be acquired by Lessor and leased to Lessee pursuant to and in accordance with the Equipment Schedule referenced above (the "Equipment Schedule") executed under the Agreement (together with all related documents executed pursuant thereto and contemporaneously herewith, the "Financing Documents"). As described in the Financing Documents, Lessor shall apply \$343,535.00 (the "Principal Amount") toward the acquisition of the Equipment and Lessee shall make Rental Payments under the terms and conditions as set forth in the Financing Documents.

1.2. The individual executing this Certificate on behalf of Lessee is an officer of Lessee delegated with the responsibility of reviewing and executing the Financing Documents, pursuant to the resolution or other official action of Lessee adopted with respect to the Financing Documents, a copy of which has been delivered to Lessor.

1.3. The Financing Documents are being entered into for the purpose of providing funds for financing the cost of acquiring, equipping and installing the Equipment which is essential to the governmental functions of Lessee, which Equipment is described in the Equipment Schedule. The Principal Amount will be deposited in escrow by Lessor on the date of issuance of the Financing Documents and held by SUNTRUST BANK, as escrow agent (the "Escrow Agent") pending acquisition of the Equipment under the terms of that certain Escrow Agreement dated as of October 30, 2008, (the "Escrow Agreement"), by and between Lessor and Escrow Agent.

1.4. Lessee will timely file for each payment schedule issued under the Lease a Form 8038-G (or, if the invoice price of the Equipment under such schedule is less than \$100,000, a Form 8038-GC) relating to such Lease with the Internal Revenue Service in accordance with Section 149(e) of the Internal Revenue Code of 1986, as amended (the "Code").

1.5. Lessee has not issued, and reasonably anticipates that it and its subordinate entities, if any, will not issue, tax-exempt obligations (including the Lease) in the amount of more than \$10,000,000 during the current calendar year. Lessee hereby designates the Lease as a "qualified tax-exempt obligation" within the meaning of Section 265(b)(3) of the Code and agrees that it and its subordinate entities, if any, will not designate more than \$10,000,000 of their obligations as "qualified tax-exempt obligations" during the current calendar year.

Section 2. Non-Arbitrage Certifications.

2.1. The Rental Payments due under the Financing Documents will be made with monies retained in Lessee's general operating fund (or an account or subaccount therein). No sinking, debt service, reserve or similar fund or account will be created or maintained for the payment of the Rental Payments due under the Financing Documents or pledged as security therefor.

2.2. There have been and will be issued no obligations by or on behalf of Lessee that would be deemed to be (i) issued or sold within fifteen (15) days before or after the date of issuance of the Financing Documents, (ii) issued or sold pursuant to a common plan of financing with the Financing Documents and (iii) paid out of substantially the same source of funds as, or deemed to have substantially the same claim to be paid out of substantially the same source of funds as, the Financing Documents.

2.3. Other than the Principal Amount held under the Escrow Agreement, Lessee does not and will not have on hand any funds that are or will be restricted, segregated, legally required or otherwise intended to be used, directly or indirectly, as a substitute, replacement or separate source of financing for the Equipment.

2.4. No portion of the Principal Amount is being used by Lessee to acquire investments which produce a yield materially higher than the yield realized by Lessor from Rental Payments received under the Financing Documents.

2.5. The Principal Amount does not exceed the amount necessary for the governmental purpose for which the Financing Documents were entered into. Such funds are expected to be needed and fully expended for payment of the costs of acquiring, equipping and installing the Equipment.

2.6. Lessee does not expect to convey, sublease or otherwise dispose of the Equipment, in whole or in part, at a date which is earlier than the final Payment Date under the Financing Documents.

Section 3. Disbursement of Funds; Reimbursement to Lessee.

3.1. It is contemplated that the entire Principal Amount deposited in escrow will be used to pay the acquisition cost of Equipment to the vendors or manufacturers thereof, provided that, if applicable, a portion of the principal amount may be paid to Lessee as reimbursement for acquisition cost payments already made by it so long as the conditions set forth in Section 3.2 below are satisfied.

3.2. Lessee shall not request that it be reimbursed for Equipment acquisition cost payments already made by it unless each of the following conditions have been satisfied:

- (a) Lessee adopted a resolution or otherwise declared its official intent in accordance with Treasury Regulation § 1.150-2 (the "Declaration of Official Intent"), wherein Lessee expressed its intent to be reimbursed from the proceeds of a borrowing for all or a portion of the cost of the Equipment, which expenditure was paid to the Vendor not earlier than sixty (60) days before Lessee adopted the Declaration of Official Intent;
- (b) The reimbursement being requested will be made by a written allocation before the later of eighteen (18) months after the expenditure was paid or eighteen (18) months after the items of Equipment to which such payment relates were placed in service;
- (c) The entire payment with respect to which reimbursement is being sought is a capital expenditure, being a cost of a type properly chargeable to a capital account under general federal income tax principles; and
- (d) Lessee will use any reimbursement payment for general operating expenses and not in a manner which could be construed as an artifice or device under Treasury Regulation § 1.148-10 to avoid, in whole or in part, arbitrage yield restrictions or arbitrage rebate requirements.

Section 4. Use and Investment of Funds; Temporary Period.

4.1. Lessee has incurred or will incur, within six (6) months from the date of issuance of the Financing Documents, binding obligations to pay an amount equal to at least five percent (5%) of the Principal Amount toward the costs of the Equipment. An obligation is not binding if it is subject to contingencies within Lessee's control. The ordering and acceptance of the items of Equipment will proceed with due diligence to the date of final acceptance of the Equipment.

4.2. An amount equal to at least eighty-five percent (85%) of the Principal Amount will be expended to pay the cost of the Equipment by the end of the three-year period commencing on the date of this Certificate. No portion of the Principal Amount will be used to acquire investments that do not carry out the governmental purpose of the Financing Documents and that have a substantially guaranteed yield of four (4) years or more.

4.3. (a) Lessee covenants and agrees that it will rebate an amount equal to excess earnings on the Principal Amount deposited under the Escrow Agreement to the Internal Revenue Service if required by, and in accordance with, Section 148(f) of the Code, and make the annual determinations and maintain the records required by and otherwise comply with the regulations applicable thereto. Lessee reasonably expects to cause the Equipment to be acquired by April 30, 2010.

(b) Lessee will provide evidence to Lessor that the rebate amount has been calculated and paid to the Internal Revenue Service in accordance with Section 148(f) of the Code unless (i) the entire Principal Amount is expended on the Equipment by the date that is the six-month anniversary of the Financing Documents or (ii) the Principal Amount is expended on the Equipment in accordance with the following schedule: At least fifteen percent (15%) of the Principal Amount and interest earnings thereon will be applied to the cost of the Equipment within six months from the date of issuance of the Financing Documents; at least sixty percent (60%) of the Principal Amount and interest earnings thereon will be applied to the cost of the Equipment within 12 months from the date of issuance of the Financing Documents; and one hundred percent (100%) of the Principal Amount and interest earnings thereon will be applied to the cost of the Equipment prior to eighteen (18) months from the date of issuance of the Financing Documents.

(c) Lessee hereby covenants that (i) Lessee is a governmental unit with general tax powers; (ii) the Lease is not a "private activity bond" under Section 141 of the Code; (iii) at least ninety-five percent (95%) of the Principal Amount is used for the governmental activities of Lessee; and (iv) the aggregate principal amount of all tax-exempt obligations (including the Lease) issued by Lessee and its subordinate entities, if any, during the current calendar year is not reasonably expected to exceed \$5,000,000. Accordingly, the rebate requirements of Section 148(f) of the Code are treated as being met, in lieu of the spending exceptions set forth in paragraph (b) above.

Section 5. Escrow Account.

The Financing Documents provide that the monies deposited in escrow shall be invested until payments to the vendor(s) or manufacturer(s) of the Equipment are due. Lessee will ensure that such investment will not result in Lessee's obligations under the Financing Documents being treated as an "arbitrage bond" within the meaning of Section 148(a) of the Internal Revenue Code of 1986, as amended (the "Code"), respectively. Any monies which are earned from the investment of these funds shall be labeled as interest earned. All such monies will be disbursed on or promptly after the date that Lessee accepts the Equipment.

Section 6. No Private Use; No Consumer Loan.

6.1. Lessee will not exceed the private use restrictions set forth in Section 141 of the Code. Specifically, Lessee will not permit more than 10% of the Principal Amount to be used for a Private Business Use (as defined herein) if, in addition, the payment of more than ten percent (10%) of the Principal Amount plus interest earned thereon is, directly or indirectly, secured by (i) any interest in property used or to be used for a Private Business Use or (ii) any interest in payments in respect of such property or derived from any payment in respect of property or borrowed money used or to be used for a Private Business Use.

In addition, if both (A) more than five percent (5%) of the Principal Amount is used as described above with respect to Private Business

Use and (B) more than five percent (5%) of the Principal Amount plus interest earned thereon is secured by Private Business Use property or payments as described above, then the excess over such five percent (5%) (the "Excess Private Use Portion") will be used for a Private Business Use related to the governmental use of the Equipment. Any such Excess Private Use Portion of the Principal Amount will not exceed the portion of the Principal Amount used for the governmental use of the particular project to which such Excess Private Use Portion is related. For purposes of this paragraph 6.1, "Private Business Use" means use of bond proceeds or bond financed-property directly or indirectly in a trade or business carried on by a natural person or in any activity carried on by a person other than a natural person, excluding, however, use by a state or local governmental unit and excluding use as a member of the general public.

6.2. No part of the Principal Amount or interest earned thereon will be used, directly or indirectly, to make or finance any loans to non-governmental entities or to any governmental agencies other than Lessee.

Section 7. No Federal Guarantee.

7.1. Payment of the principal or interest due under the Financing Documents is not directly or indirectly guaranteed, in whole or in part, by the United States or an agency or instrumentality thereof.

7.2. No portion of the Principal Amount or interest earned thereon shall be (i) used in making loans the payment of principal or interest of which are to be guaranteed, in whole or in part, by the United States or any agency or instrumentality thereof, or (ii) invested, directly or indirectly, in federally insured deposits or accounts if such investment would cause the financing under the Financing Documents to be "federally guaranteed" within the meaning of Section 149(b) of the Code.

Section 8. Miscellaneous.

8.1. Lessee shall keep a complete and accurate record of all owners or assignees of the Financing Documents in form and substance satisfactory to comply with the registration requirements of Section 149(a) of the Code unless Lessor or its assignee agrees to act as Lessee's agent for such purpose.

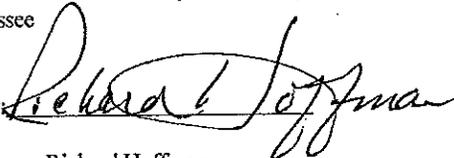
8.2. Lessee shall maintain complete and accurate records establishing the expenditure of the Principal Amount and interest earnings thereon for a period of five (5) years after payment in full under the Financing Documents.

8.3. To the best of the undersigned's knowledge, information and belief, the above expectations are reasonable and there are no other facts, estimates or circumstances that would materially change the expectations expressed herein.

IN WITNESS WHEREOF, this Tax Agreement and Arbitrage Certificate has been executed on behalf of Lessee as of October 30, 2008.

SUMTER COUNTY, FLORIDA,

Lessee

By: 

Name: Richard Hoffman

Title: Chairman, Board of County Commissioners

Date: 10-30-08

[Escrow]

Lease Number: 02472
Equipment Schedule: 02**RESOLUTION OF GOVERNING BODY**

At a duly called meeting of the governing body of Lessee held in accordance with all applicable legal requirements, including open meeting laws, on the 28 day of October, 2008, the following resolution was introduced and adopted:

RESOLUTION AUTHORIZING THE EXECUTION AND DELIVERY OF A MASTER LEASE AGREEMENT, EQUIPMENT SCHEDULE NO. 02, AN ESCROW AGREEMENT, AND RELATED INSTRUMENTS, AND DETERMINING OTHER MATTERS IN CONNECTION THEREWITH.

WHEREAS, the governing body of SUMTER COUNTY, FLORIDA ("Lessee") desires to obtain certain equipment (the "Equipment") described in Equipment Schedule No. 02 to the Master Lease Agreement (collectively, the "Lease") with SUNTRUST EQUIPMENT FINANCE & LEASING CORP., the form of which has been available for review by the governing body of Lessee prior to this meeting; and

WHEREAS, the Equipment is essential for the Lessee to perform its governmental functions; and

WHEREAS, the funds made available under the Lease will be deposited with SUNTRUST BANK (the "Escrow Agent") pursuant to an Escrow Agreement between Lessee and the Escrow Agent (the "Escrow Agreement") and will be applied to the acquisition of the Equipment in accordance with said Escrow Agreement; and

WHEREAS, Lessee has taken the necessary steps, including those relating to any applicable legal bidding requirements, to arrange for the acquisition of the Equipment; and

WHEREAS, Lessee proposes to enter into the Lease with SUNTRUST EQUIPMENT FINANCE & LEASING CORP. and the Escrow Agreement with the Escrow Agent substantially in the forms presented to this meeting.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF LESSEE AS FOLLOWS:

Section 1. It is hereby found and determined that the terms of the Lease and the Escrow Agreement (collectively, the "Financing Documents") in the forms presented to this meeting and incorporated in this resolution are in the best interests of Lessee for the acquisition of the Equipment.

Section 2. The Financing Documents and the acquisition and financing of the Equipment under the terms and conditions as described in the Financing Documents are hereby approved. The Chairman of Lessee and any other officer of Lessee who shall have power to execute contracts on behalf of Lessee be, and each of them hereby is, authorized to execute, acknowledge and deliver the Financing Documents with any changes, insertions and omissions therein as may be approved by the officers who execute the Financing Documents, such approval to be conclusively evidenced by such execution and delivery of the Financing Documents. The Chairman of the Lessee and any other officer of Lessee who shall have power to do so be, and each of them hereby is, authorized to affix the official seal of Lessee to the Financing Documents and attest the same.

Section 3. The proper officers of Lessee be, and each of them hereby is, authorized and directed to execute and deliver any and all papers, instruments, opinions, certificates, affidavits and other documents and to do or cause to be done any and all other acts and things necessary or proper for carrying out this resolution and the Financing Documents.

Section 4. Pursuant to Section 265(b) of the Internal Revenue Code of 1986, as amended (the "Code"), Lessee hereby specifically designates the Lease as a "qualified tax-exempt obligation" for purposes of Section 265(b)(3) of the Code.

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 Lease and Escrow Agreement executed on behalf of Lessee are the same as presented at such meeting of the governing body of Lessee, excepting only such changes, insertions and omissions as shall have been approved by the officers who executed the same.

Date: 10-28, 2008

SUMTER COUNTY, FLORIDA,

Lessee

By: Richard Hoffman

Name: Richard Hoffman

Title: Chairman, Board of County Commissioners

Attested By: Connie Webb



Name: CONNIE WEBB

Title: Deputy Clerk

EXHIBIT D

Lease No.: 02472
Equipment Schedule: 02

INCUMBENCY CERTIFICATE

I do hereby certify that I am the ^{CU}duly elected or appointed and acting Deputy Clerk of SUMTER COUNTY, FLORIDA, a political subdivision duly organized and existing under the laws of the State of Florida, that I have custody of the records of such entity, and that, as of the date hereof, the individuals named below are the duly elected or appointed officers of such entity holding the offices set forth opposite their respective names.

I further certify that (i) the signatures set opposite their respective names and titles are their true and authentic signatures and (ii) such officers have the authority on behalf of such entity to enter into that certain Master Lease Agreement dated as of February 17, 2004 between such entity and SUNTRUST EQUIPMENT FINANCE & LEASING CORP..

<u>NAME</u>	<u>TITLE</u>	<u>SIGNATURE</u>
<u>Richard Hoffinan</u>	<u>Chairman, Board of County Commissioner</u>	<u>Richard Hoffinan</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

IN WITNESS WHEREOF, I have duly executed this certificate as of this 30 day of October, 2008



Connie Webb
Deputy Clerk



We mean businessSM

October 27, 2008

SUNTRUST EQUIPMENT FINANCE & LEASING CORP.
300 East Joppa Road, 7th Floor
Towson, Maryland 21286

Re: Master Lease Agreement dated as of February 17, 2004 (the "Agreement") by and between SUNTRUST EQUIPMENT FINANCE & LEASING CORP. ("Lessor") and SUMTER COUNTY, FLORIDA ("Lessee")

Ladies and Gentlemen:

We have acted as counsel to Lessee with respect to the Agreement described above and various related matters, and in this capacity have reviewed a duplicate original or certified copy thereof and Equipment Schedule No. 02 executed pursuant thereto (together with the Agreement, the "Lease"). The terms capitalized in this opinion but not defined herein shall have the meanings assigned to them in the Lease. Based upon the examination of these and such other documents as we have deemed relevant, it is our opinion that:

1. Lessee is a political subdivision of the State of Florida (the "State") within the meaning of Section 103(c) of the Internal Revenue Code of 1986, as amended, and is duly organized, existing and operating under the Constitution and laws of the State.
2. Lessee is authorized and has the power under applicable law to enter into the Lease, and to carry out its obligations thereunder and the transactions contemplated thereby.
3. The Lease has been duly authorized, executed and delivered by and on behalf of Lessee, and is a legal, valid and binding obligation of Lessee enforceable in accordance with its terms, except as enforcement thereof may be limited by bankruptcy, insolvency and other similar laws affecting the enforcement of creditors' rights generally and by general equitable principles.
4. The authorization and execution of the Lease and all other proceedings of Lessee relating to the transactions contemplated thereby have been performed in accordance with all applicable open meeting, public records, public bidding and all other laws, rules and regulations of the State.
5. The execution of the Lease and the appropriation of moneys to pay the Rental Payments coming due thereunder do not and will not result in the violation of any constitutional, statutory or other limitation relating to the manner, form or amount of indebtedness which may be incurred by Lessee.

{00112784}

SUNTRUST EQUIPMENT FINANCE & LEASING CORP.

October 27, 2008

Page 2

6. There is no litigation, action, suit or proceeding pending or before any court, administrative agency, arbitrator or governmental body that challenges the organization or existence of Lessee, the authority of Lessee or its officers or its employees to enter into the Lease, the proper authorization and/or execution of the Lease or the documents contemplated thereby, the appropriation of moneys to make Rental Payments under the Lease for the current Fiscal Year of Lessee, or the ability of Lessee otherwise to perform its obligations under the Lease and the transactions contemplated thereby. To the best of our knowledge, no such litigation, action, suit or proceeding is threatened.

7. The Equipment is personal property, and when used by Lessee will not be or become fixtures under the laws of the State.

8. Resolution No. N/A of the governing body of Lessee was duly and validly adopted by such governing body on October 28, 2008, and such resolution has not been amended, modified, supplemented or repealed and remains in full force and effect.

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.

Very truly yours,

Derrill L. McAteer for the Hogan Law Firm, per contract.

Derrill L. McAteer, Esquire

DLM/kks

SUNTRUST EQUIPMENT FINANCE & LEASING CORP.

ESCROW AGREEMENT

This ESCROW AGREEMENT, made and entered into as of the Date shown on Schedule I, by and among SUNTRUST EQUIPMENT FINANCE & LEASING CORP., a Virginia corporation ("Lessor"), the Lessee named on Schedule I, which is a political subdivision or public body politic and corporate of the State or Commonwealth shown on Schedule I ("Lessee"), and SUNTRUST BANK, a Georgia banking corporation, as Escrow Agent ("Escrow Agent").

In consideration of the mutual covenants herein contained, the parties hereto agree as follows:

ARTICLE I. DEFINITIONS AND RECITALS

Section 1.1. Definitions. The terms defined in this Section 1.1 shall, for all purposes of this Escrow Agreement, have the meanings specified below or on Schedule I.

"**Acquisition Costs**" means, with respect to the Equipment, the contract price paid or to be paid to the person entitled to such payment upon acquisition or delivery of any portion of the Equipment in accordance with the purchase order or contract herefore. Acquisition Costs may include the administrative, engineering, legal, financial and other costs incurred by Lessee in connection with the acquisition, delivery and financing of the Equipment, if approved by Lessor.

"**Equipment**" means the personal property described in the Acceptance Certificate executed pursuant to the Lease, together with any and all modifications, additions and alterations thereto, to be acquired from the moneys held in the Equipment Acquisition Fund.

"**Equipment Acquisition Fund**" means the account by that name established and held by Escrow Agent pursuant to Article II of this Escrow Agreement.

"**Escrow Agent Fee**" has the meaning set forth in Section 6.1 and the amount of such Escrow Agent Fee is shown on Schedule I.

"**Escrow Agreement**" means this Escrow Agreement and any duly authorized and executed amendment or supplement hereto.

"**Initial Deposit Amount**" means the amount shown as the Initial Deposit Amount on Schedule I.

"**Lease**" means the Master Lease, together with the Equipment Schedule identified on Schedule I, by and between Lessee and Lessor, and any duly authorized and executed amendment or supplement thereto.

"**Master Lease**" means the Master Lease Agreement, dated as of the date shown on Schedule I, by and between Lessee and Lessor, including any Equipment Schedules entered into thereunder and any duly authorized and executed amendment or supplement thereto.

"**Payment Request Form**" means the document substantially in the form attached hereto as Exhibit A to be executed by Lessee and Lessor and submitted to Escrow Agent to authorize payment of Acquisition Costs.

"**Qualified Investments**" means the ST Leasing – Corp Agency NOW Account, a SunTrust Deposit Account for Escrow customers of SUNTRUST EQUIPMENT FINANCE & LEASING CORP. and SunTrust Bank. By signing this Escrow Agreement, Lessee acknowledges that such Qualified Investment is a permitted investment under any state, county or municipal law applicable to the investment of Lessee's funds.

ARTICLE II. APPOINTMENT OF ESCROW AGENT; AUTHORITY

Section 2.1. Appointment of Escrow Agent. Lessor and Lessee hereby appoint and employ Escrow Agent to receive, hold, invest and disburse the moneys to be paid to Escrow Agent pursuant to this Escrow Agreement and to perform certain other functions, all as hereinafter provided. By executing and delivering this Escrow Agreement, Escrow Agent accepts the duties and obligations of Escrow Agent hereunder.

Escrow Agent undertakes to perform only such duties as are expressly set forth herein, and no additional duties or obligations shall be implied hereunder. In performing its duties under this Escrow Agreement, or upon the claimed failure to perform any of its duties hereunder, Escrow Agent shall not be liable to anyone for any damages, losses or expenses which may be incurred as a result of Escrow Agent so acting or failing to so act; *provided, however*, Escrow Agent shall not be relieved from liability for damages arising out of its proven gross negligence or willful misconduct under this Escrow Agreement. Escrow Agent shall in no event incur any liability with respect to (i) any action taken or omitted to be taken in good faith upon advice of legal counsel, which may be counsel to any party hereto, given with respect to any question relating to the duties and responsibilities of Escrow Agent hereunder or (ii) any action taken or omitted to be taken in reliance upon any instrument delivered to Escrow Agent and believed by it to be genuine and to have been signed or presented by the proper party or parties. Escrow Agent shall not be bound in any way by any agreement or contract between Lessor and Lessee, including the Master Lease, whether or not Escrow Agent has knowledge of any such agreement or contract.

Section 2.2. Authority. Each of the parties has authority to enter into this Escrow Agreement, and has taken all actions necessary to authorize the execution of this Escrow Agreement by the representatives whose signatures are affixed hereto.

ARTICLE III. EQUIPMENT ACQUISITION FUND

Section 3.1. Equipment Acquisition Fund. Escrow Agent shall establish a special escrow account designated as the "Equipment Acquisition Fund" (the "Equipment Acquisition Fund"), shall keep such Equipment Acquisition Fund separate and apart from all other funds and moneys held by it and shall administer such Equipment Acquisition Fund as provided in this Escrow Agreement.

Section 3.2. Deposit. Upon execution of the Lease and delivery to the Lessor by Lessee of all documents required to be delivered thereunder, Lessor shall deposit or cause to be deposited with Escrow Agent an amount equal to the Initial Deposit Amount. Escrow Agent shall credit such amount to the Equipment Acquisition Fund. The Initial Deposit Amount is to be sent by Lessor to Escrow Agent by wire transfer to: SuuTrust Bank, Atlanta, Georgia, ABA# 061000104, Account# 9443001321, Account Name: Corporate Agency Richmond, Beneficiary as shown on Schedule I, Attention: Matthew Ward.

Section 3.3. Disbursements. Escrow Agent shall use the moneys in the Equipment Acquisition Fund from time to time to pay the Acquisition Cost of each item of Equipment, within a reasonable time of receipt with respect thereto of a Payment Request Form executed by Lessor and Lessee. Upon receipt of a Payment Request Form executed by Lessor and Lessee, an amount equal to the Acquisition Cost as shown therein shall be paid directly by Escrow Agent to the person or entity entitled to payment as specified therein. Although the Payment Request Form may have schedules, invoices and other supporting document attached to it, Lessor will send to Escrow Agent only the page or pages showing the signatures of Lessor and Lessee, the Acquisition Cost and related payment information, without such schedules, invoices or other supporting documentation. Escrow Agent may act and rely upon the signed Payment Request Form without the need to review or verify any such schedules, invoices or other supporting documentation.

Section 3.4. Transfers Upon Completion. Unless all of the funds deposited by Lessor in the Equipment Acquisition Fund have been previously disbursed pursuant to Section 3.3 or paid to Lessor pursuant to Section 3.5, on the Ending Date shown on Schedule I, Escrow Agent shall pay upon written direction all remaining moneys in the Equipment Acquisition Fund to Lessor or its assignee for application as a prepayment of the unpaid Principal under the related Lease. Any amounts paid pursuant to this Section 3.4 shall be subject to a prepayment fee equal to two percent (2%) of such amount. Lessor shall apply amounts received under this Section 3.4 first to unpaid fees, late charges and collection costs, if any, which have accrued or been incurred under the Master Lease, then to overdue Principal and Interest on the Lease and then, in the sole discretion of Lessor, either (i) to Principal payments thereafter due under the Lease in the inverse order of their maturities or (ii) proportionately to each Principal payment thereafter due under the Lease. In the event that Lessor elects to apply any such amounts in accordance with clause (i) of the preceding sentence, Lessee shall continue to make Rental Payments as scheduled in the applicable Payment Schedule. In the event that Lessor elects to apply such amounts in accordance with clause (ii) of this Section 3.4, Lessor shall provide Lessee with a revised Payment Schedule which shall reflect the revised Principal balance and reduced Rental Payments due under the Lease. Capitalized terms used in this Section 3.4, but not defined herein, shall have the meanings given to such terms in the

Lease. Escrow Agent shall have no responsibility to see to the appropriate application of any moneys returned under this Section 3.4.

Section 3.5. Liquidation. Upon receipt of written notice from Lessor or Lessee that the Lease has been terminated pursuant to Sections 3.2 or 12.2 thereof, Escrow Agent shall liquidate all investments held in the Equipment Acquisition Fund and transfer the proceeds thereof and all other moneys held in the Equipment Acquisition Fund to Lessor.

Section 3.6. Responsible Party. The Lessee shall be responsible for the initiation of the disbursement process pursuant to Section 3.3 hereof. Neither Escrow Agent nor Lessor shall be responsible for any additional monies assessed to Lessee resulting from disbursements made from the Equipment Acquisition Fund.

ARTICLE IV. TRUST; INVESTMENT

Section 4.1. Irrevocable Trust. The moneys and investments held by Escrow Agent under this Escrow Agreement are irrevocably held in trust for the benefit of Lessor and Lessee, and such moneys, together with any income or interest earned, shall be expended only as provided in this Escrow Agreement, and shall not be subject to levy or attachment or lien by or for the benefit of any creditor of either Lessor or Lessee (other than Lessor's security interest granted hereunder).

Escrow Agent shall have no responsibility at any time to ascertain whether or not any security interest exists in the Equipment Acquisition Fund or any part of the Equipment Acquisition Fund or to file any financing statement under the Uniform Commercial Code of any jurisdiction with respect to the Equipment Acquisition Fund or any part thereof.

Section 4.2. Investment. Moneys held by Escrow Agent hereunder shall be invested and reinvested by Escrow Agent only in Qualified Investments. Such investments shall be registered in the name of Escrow Agent and held by Escrow Agent for the benefit of Lessor and Lessee. Escrow Agent may purchase or sell to itself or any affiliate, as principal or agent, investments authorized by this Article IV. Such investments and re-investments shall be made giving full consideration for the time at which funds are required to be available. Any income received on such investments shall be credited to the Equipment Acquisition Fund and any loss on such investments shall be charged to the Equipment Acquisition Fund. Escrow Agent shall not be responsible or liable for any loss suffered in connection with any investment of moneys made by it in accordance with this Article IV.

Section 4.3. Disposition of Investments. Escrow Agent shall, without further direction from Lessor or Lessee, sell such investments as and when required to make any payment from the Equipment Acquisition Fund.

Section 4.4. Accounting. Escrow Agent shall keep complete and accurate records of all moneys received and disbursed under this Escrow Agreement which shall be available for inspection by Lessor or Lessee, or the agent of either of them, at any time during regular business hours upon prior written request. Escrow Agent shall furnish to Lessor and Lessee no less than quarterly an accounting of all investments and interest and income therefrom.

Section 4.5. Termination. This Escrow Agreement shall terminate upon disbursement by Escrow Agent of all moneys held by it hereunder. Notwithstanding the foregoing, this Escrow Agreement shall not be considered to be terminated until all fees, costs and expenses of Escrow Agent have been paid in full. Upon termination, Escrow Agent shall be discharged from all duties and responsibilities under this Escrow Agreement.

ARTICLE V. ESCROW AGENT'S AUTHORITY; INDEMNIFICATION

Section 5.1. Validity. Escrow Agent may act upon any writing or instrument or signature which it believes to be genuine, may assume the validity and accuracy of any statement or assertion contained in such a writing or instrument, and may assume that any person purporting to give any writing, notice, advice or instructions in connection with the provisions hereof has been duly authorized to do so, and Escrow Agent shall be under no duty to make any investigation or inquiry as to any of the foregoing. Escrow Agent shall not be liable in any manner for the sufficiency or correctness as to form, manner and execution, or validity of any instrument deposited with it, nor as to the identity, authority or right of any person executing the same.

Escrow Agent shall be entitled to rely upon any statement, certificate, document or instrument presented to it by or on behalf of Lessee by any of the Lessee's Authorized Representatives shown on Schedule I and shall be entitled to rely upon any such statement, certificate, document or instrument presented to it by any other person who identifies himself or herself as an authorized representative of Lessee.

Section 5.2. Use of Counsel and Agents. Escrow Agent may execute any of the trusts or powers hereof and perform the duties required of it hereunder by or through attorneys, agents, or receivers. Escrow Agent shall be entitled to advice of counsel concerning all matters of trust and its duties hereunder and shall be paid or reimbursed the reasonable fees and expenses of such counsel, as provided in Section 6.1. Escrow Agent shall not be answerable for the default or misconduct of any such attorney, agent, or receiver selected by it with reasonable care.

Section 5.3. Interpretation. As an additional consideration for and as an inducement for Escrow Agent to act hereunder, it is understood and agreed that, in the event of any disagreement between the parties to this Escrow Agreement or among them or any other persons resulting in adverse claims and demands being made in connection with or for any money or other property involved in or affected by this Escrow Agreement, Escrow Agent shall be entitled, at the option of Escrow Agent, to refuse to comply with the demands of such parties, or any of such parties, so long as such disagreement shall continue. In such event, Escrow Agent shall make no delivery or other disposition of the Equipment Acquisition Fund or any part of the Equipment Acquisition Fund. Anything herein to the contrary notwithstanding, Escrow Agent shall not be or become liable to such parties or any of them for the failure of Escrow Agent to comply with the conflicting or adverse demands of such parties or any of such parties.

Escrow Agent shall be entitled to continue to refrain and refuse to deliver or otherwise dispose of the Equipment Acquisition Fund or any part thereof or to otherwise act hereunder, as stated above, unless and until:

1. the rights of such parties have been finally settled by binding arbitration or duly adjudicated in a court having jurisdiction of the parties and the Equipment Acquisition Fund; or
2. the parties have reached an agreement resolving their differences and have notified Escrow Agent in writing of such agreement and have provided Escrow Agent with indemnity satisfactory to Escrow Agent against any liability, claims or damages resulting from compliance by Escrow Agent with such agreement.

In the event of a disagreement between such parties as described above, Escrow Agent shall have the right, in addition to the rights described above and at the option of Escrow Agent, to tender into the registry or custody of any court having jurisdiction, all money and property comprising the Equipment Acquisition Fund and may take such other legal action as may be appropriate or necessary, in the opinion of Escrow Agent. Upon such tender, the parties hereto agree that Escrow Agent shall be discharged from all further duties and responsibilities under this Escrow Agreement; *provided, however*, that the filing of any such legal proceedings shall not deprive Escrow Agent of its compensation hereunder earned prior to such filing and discharge of Escrow Agent of its duties and responsibilities hereunder.

The parties hereto jointly and severally agree that, whether under this Section 5.3 or any other provisions of this Escrow Agreement, in the event any controversy arises under or in connection with this Escrow Agreement or the Equipment Acquisition Fund or in the event that Escrow Agent is made a party to or intervenes in any litigation pertaining to this Escrow Agreement or the Equipment Acquisition Fund, to pay to Escrow Agent reasonable additional compensation for its extraordinary services and to reimburse Escrow Agent for all costs and expenses associated with such controversy or litigation, including reasonable attorney's fees.

Section 5.4. Limited Liability of Escrow Agent. Escrow Agent shall not be liable in connection with the performance or observation of its duties or obligations hereunder except for in the case of its proven gross negligence or willful misconduct. Escrow Agent shall have no obligation or liability to any of the other parties under this Escrow Agreement for the failure or refusal of any other party to perform any covenant or agreement made by such party hereunder or under the Master Lease, but shall be responsible solely for the performance of the duties and obligations expressly imposed upon it as Escrow Agent hereunder.

Section 5.5. Indemnification. Escrow Agent shall have no obligation to take any legal action in connection with this Escrow Agreement or towards its enforcement, or to appear in, prosecute or defend any action or legal proceeding which would or might involve it in any cost, expense, loss or liability unless security and indemnity, as provided in this Section 5.5, shall be furnished.

To the extent permitted by applicable law, Lessee agrees to indemnify Escrow Agent and its officers, directors, employees and agents and save Escrow Agent and its officers, directors, employees and agents harmless from and against any and all Claims (as hereinafter defined) and Losses (as hereinafter defined) which may be incurred by Escrow Agent or any of such officers, directors, employees or agents as a result of Claims asserted against Escrow Agent or any of such officers, directors, employees or agents as a result of or in connection with Escrow Agent's capacity as such under this Escrow Agreement by any person or entity. For the purposes hereof, the term "Claims" shall mean all claims, lawsuits, causes of action or other legal actions and proceedings of whatever nature brought against (whether by way of direct action, counterclaim, cross action or impleader) Escrow Agent or any such officer, director,

employee or agent, even if groundless, false or fraudulent, so long as the claim, lawsuit, cause of action or other legal action or proceeding is alleged or determined, directly or indirectly, to arise out of, result from, relate to or be based upon, in whole or in part: (a) the acts or omissions of Lessor or Lessee, (b) the appointment of Escrow Agent as escrow agent under this Escrow Agreement, or (c) the performance by Escrow Agent of its powers and duties under this Escrow Agreement; and the term "Losses" shall mean losses, costs, damages, expenses, judgments and liabilities of whatever nature (including but not limited to attorneys', accountants' and other professionals' fees, litigation and court costs and expenses and amounts paid in settlement), directly or indirectly resulting from, arising out of or relating to one or more Claims. Upon the written request of Escrow Agent or any such officer, director, employee or agent (each referred to hereinafter as an "Indemnified Party"), and to the extent permitted by law, Lessee agrees to assume the investigation and defense of any Claim, including the employment of counsel acceptable to the applicable Indemnified Party and the payment of all expenses related thereto and, notwithstanding any such assumption, the Indemnified Party shall have the right, and Lessee agrees to pay the cost and expense thereof, to employ separate counsel with respect to any such Claim and participate in the investigation and defense thereof in the event that such Indemnified Party shall have been advised by counsel that there may be one or more legal defenses available to such Indemnified Party which are different from or additional to those available to either Lessor or Lessee. Lessee hereby agrees that the indemnifications and protections afforded Escrow Agent in this Section 5.5 shall survive the termination of this Escrow Agreement.

ARTICLE VI. COMPENSATION

Section 6.1. Escrow Agent Fee. Escrow Agent and/or Lessor shall be paid by Lessee the Escrow Agency Fees shown on Schedule I for the ordinary services to be rendered hereunder (the "Escrow Agency Fees") from interest earnings from a deduction taken by Lessor and expressly authorized by Lessee at the time the Escrow Account is closed, and will be paid and/or reimbursed by Lessee upon request for all costs, expenses, disbursements and advances, such as reasonable attorney's fees and court costs, incurred or made by Escrow Agent in connection with carrying out its duties hereunder, including the costs, expenses, disbursements and advances described in Sections 5.2, 5.3 and 6.2. The Escrow Agent Fee and such other costs, expenses, disbursements and advances shall be payable solely from the interest earnings from the Equipment Acquisition Fund. In the event a shortfall occurs, said shortfall shall be the responsibility of Lessee and not the responsibility of Escrow Agent, Lessor, or their agents or assigns. Such shortfall shall be paid by Lessee to Escrow Agent within 30 days following receipt by Lessee of a written statement setting forth such shortfall.

Section 6.2. Investment Fees. Escrow Agent shall be entitled to charge reasonable fees and commissions in connection with the investment by it of amounts held in the Equipment Acquisition Fund (the "Investment Fees"). Investment Fees are more fully delineated and defined in any prospectus referenced in or attached to the attached Schedule I. Other Investment Fees may apply for self-directed investment choices or for extraordinary investments outside the Qualified Investment defined herein. Lessor and Lessee hereby authorize Escrow Agent to periodically deduct the Investment Fees from investment earnings on the Equipment Acquisition Fund.

Section 6.3. Security for Fees and Expenses. As security for all fees and expenses of Escrow Agent hereunder and any and all losses, claims, damages, liabilities and expenses incurred by Escrow Agent in connection with its acceptance of appointment hereunder or with the performance of its obligations under this Escrow Agreement and to secure the obligation of Lessee to indemnify Escrow Agent as set forth in Section 5.5, Escrow Agent is hereby granted a security interest in and a lien upon the Equipment Acquisition Fund, which security interest and lien shall be prior to all other security interests, liens or claims against the Equipment Acquisition Fund or any part thereof.

ARTICLE VII. CHANGE OF ESCROW AGENT

Section 7.1. Removal of Escrow Agent. Lessor and Lessee, by written agreement, may by written request, at any time and for any reason, remove Escrow Agent and any successor thereto, and shall thereupon appoint a successor or successors thereto, but any such successor shall have capital (exclusive of borrowed capital) and surplus of at least Fifty Million Dollars (\$50,000,000), and be subject to supervision or examination by federal or state authority. If such bank or trust company publishes a report of condition at least annually, pursuant to statute or the requirements of any federal or state supervising or examining authority, then for the purposes of this Section 7.1, the combined capital and surplus of such bank or trust company may be conclusively established in its most recent report of condition so published.

Section 7.2. Resignation of Escrow Agent. Escrow Agent may resign at any time from its obligations under this Escrow Agreement by providing written notice to the parties hereto. Such resignation shall be effective on the date set forth in such written notice which shall be no earlier than 30 days after such written notice has been given, unless an earlier resignation date and the appointment of a successor Escrow Agent shall have been approved by Lessor and Lessee. In the event no successor escrow agent has been appointed on or prior to the date such resignation is to become effective, Escrow Agent shall be entitled to tender into the custody of a court of competent jurisdiction all assets then held by it hereunder and shall thereupon be relieved of all further duties and obligations under this Escrow Agreement. Escrow Agent shall have no responsibility for the appointment of a successor escrow agent hereunder.

Section 7.3. Merger or Consolidation. Any entity into which Escrow Agent may be merged or converted, or with which it may be consolidated, or any entity resulting from any merger, conversion or consolidation to which it shall be a party, or any company to which Escrow Agent may sell or transfer all or substantially all of its corporate trust business (provided that such company shall be eligible under Section 7.1) shall be the successor to Escrow Agent without any execution or filing or further act.

ARTICLE VIII. ADMINISTRATIVE PROVISIONS.

Section 8.1. Notice. All written notices to be given under this Escrow Agreement shall be given by mail, by facsimile or by overnight courier to the party entitled thereto at its contact information specified on Schedule I, or at such contact information as the party may provide to the other parties hereto in writing from time to time. Any such notice shall be deemed to have been received 72 hours after deposit in the United States mail in registered or certified form, with postage fully prepaid, or if given by other means, when delivered at the address or facsimile number specified in Schedule I. Any notice given by any party shall be given to both other parties.

Section 8.2. Assignment. Except as expressly herein provided to the contrary, the rights and duties of each of the parties under this Escrow Agreement shall not be assignable to any person or entity without the written consent of all of the other parties. Notwithstanding the above, Lessor may freely assign all or any part of its interest in this Escrow Agreement and the Equipment Acquisition Fund in connection with an assignment by Lessor of its rights under the Lease.

Section 8.3. Binding Effect. This Escrow Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns.

Section 8.4. Severability. In the event any provision of this Escrow 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 8.5. Entire Agreement; Amendments. This Escrow Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous writings, understandings, agreements, solicitation documents and representations, express or implied. By execution of this Escrow Agreement, Escrow Agent shall not be deemed or considered to be a party to any other document, including the Master Lease.

This Escrow Agreement may be amended, supplemented or modified only by written documents duly authorized, executed and delivered by each of the parties hereto.

Section 8.6. Captions. The captions or headings in this Escrow Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions, Articles, Sections or clauses hereof.

Section 8.7. Further Assurances and Corrective Instruments. Lessor and Lessee agree that they will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may be necessary or proper to carry out the intention or to facilitate the performance of the parties under this Escrow Agreement, and for better assuring and confirming the rights and benefits provided herein.

Section 8.8. Governing Law. This Escrow Agreement shall be construed and governed in accordance with the laws of the Commonwealth of Virginia.

Section 8.9. Execution in Counterparts. This Escrow Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same Escrow Agreement.

Section 8.10. Waiver of Jury Trial. Lessor, Lessee and Escrow Agent hereby waive any right to trial by jury in any action or proceeding with respect to, in connection with or arising out of this Escrow Agreement.

Section 8.11. No Tax Reporting. Escrow Agent will not be responsible for tax reporting of any income on the Equipment Acquisition Fund.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

EXECUTION PAGE OF ESCROW AGREEMENT

IN WITNESS WHEREOF, the parties have executed this Escrow Agreement as of the Date of Escrow Agreement shown on Schedule I.

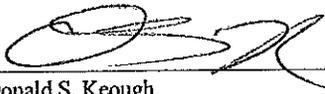
SUNTRUST BANK,

Escrow Agent

**SUNTRUST EQUIPMENT FINANCE &
LEASING CORP.,**

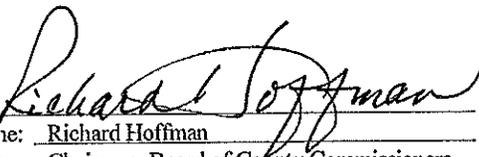
Lessor

By _____
Name:
Title:

By: 
Name: Donald S. Keough
Title: Vice President

SUMTER COUNTY, FLORIDA,

Lessee

By: 
Name: Richard Hoffman
Title: Chairman, Board of County Commissioners



Schedule I
Exhibit A

Information to Complete Escrow Agreement
Payment Request Form

SCHEDULE I

INFORMATION TO COMPLETE ESCROW AGREEMENT

Lease Number: 02472
Equipment Schedule: 002
Date of Escrow Agreement: October 30, 2008
Name of Lessee: SUMTER COUNTY, FLORIDA
Lessee's State / Commonwealth: FLORIDA
Escrow Agent Fee: \$250.00
Investment Fees, if any, are more fully defined on the attached prospectus, if any
Initial Deposit Amount: \$343,435.00
Date of Master Lease Agreement: February 17, 2004
Beneficiary Name for Fund: SUMTER COUNTY, FLORIDA
Ending Date: April 30, 2010
Lessee's Address: 209 N. Florida Street
Bushnell, FL 33513

Attention: Richard Hoffman
Lessee's Telephone: 352/259-1400
Lessee's Facsimile: 352/259-1401
Lessee's Taxpayer Identification Number: 59-6000865
Lessee's Authorized Representatives: Richard Hoffman, Chairman [name/title]  [signature]
[name/title] _____ [signature]

Escrow Agent's Address: SunTrust Bank, Corporate Agency Richmond
919 East Main Street, 7th Floor
Richmond, VA 23219
Attention: Matthew Ward
Escrow Agent's Telephone: (804) 782-7182
Escrow Agent's Facsimile: (804) 782-7855

Lessor's Address: SUNTRUST EQUIPMENT FINANCE & LEASING CORP.
300 East Joppa Road, 7th Floor
Towson, Maryland 21286
Attention: Escrow Disbursement Coordinator
Lessor's Telephone: (410) 307-6749
Lessor's Facsimile: (410) 307-6665
Lessor's Taxpayer Identification Number: 26-1256148

EXHIBIT A

PAYMENT REQUEST FORM NO. _____

SUNTRUST BANK, as Escrow Agent under an Escrow Agreement dated as of October 30, 2008 (the "Escrow Agreement") by and among the Escrow Agent, SUNTRUST EQUIPMENT FINANCE & LEASING CORP., as Lessor, and SUMTER COUNTY, FLORIDA, as Lessee, is hereby requested to pay, from the Equipment Acquisition Fund, to the person or entity designated below as payee, that amount set forth opposite each such name, in payment of the Acquisition Costs of the Equipment designated opposite such payee's name and described on the attached page(s). The terms capitalized in this Payment Request Form but not defined herein shall have the meanings assigned to them in the Escrow Agreement.

<u>Payee</u>	<u>Amount</u>	<u>Equipment</u>
--------------	---------------	------------------

The Lessee hereby certifies that:

1. Attached hereto is a duplicate original or certified copy of the following documents relating to the order, delivery and acceptance of the Equipment described in this Payment Request Form: (a) a manufacturer's or dealer's invoice; and (b) unless this Payment Request Form relates to partial payment of a Vendor, as defined in the Lease, in connection with a purchase order approved by Lessor, Lessee's Acceptance Certificate relating to the Equipment.

2. The representations and warranties contained in the Lease are true and correct as of the date hereof.

3. No Non-Appropriation or Event of Default, as each such term is defined in the Lease, or event which with the giving of notice or passage of time or both would constitute an Event of Default, has occurred.

Dated: _____, 20__.

SUMTER COUNTY, FLORIDA

Lessee

SUNTRUST EQUIPMENT FINANCE &
LEASING CORP.,

Lessor

By _____
Name: _____
Title: _____
Date: _____

By _____
Name: _____
Title: _____
Date: _____

TO: Brown & Brown of Florida, Inc.
P.O. Box 491636
Leesburg, FL 34749-1636

Insert Insurance Agent Name & Address
Phone Number and Fax Number (332-787-2431) Fax (332-787-9922)

Gentlemen:

SUMTER COUNTY, FLORIDA has entered into a Master Lease Agreement dated as of February 17, 2004 with SUNTRUST EQUIPMENT FINANCE & LEASING CORP.. In accordance with the Agreement, Lessee certifies that it has instructed the insurance agent named above 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 SUNTRUST EQUIPMENT FINANCE & LEASING CORP. and/or its assigns as Loss Payee.

The Coverage Required is \$343,535.00.

- b. Public Liability Insurance evidenced by a Certificate of Insurance naming SUNTRUST EQUIPMENT FINANCE & LEASING CORP. and/or its assigns as Additional Insured.

The following minimum coverage is required:

Liability:	\$ 500,000.00 per person
Liability - Bodily Injury:	\$1,000,000.00 aggregate
Liability - Property Damage:	\$1,000,000.00 property damage liability

PROPERTY: 911 Equipment and labor to move equipment (See Exhibit A)

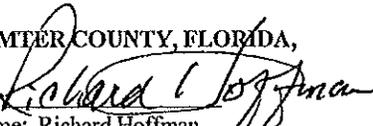
LOCATION: 1010 N. Main Street, Bushnell, FL 33513

Upon issuance of the coverage outlined above, please mail a certificate of insurance to SUNTRUST EQUIPMENT FINANCE & LEASING CORP., 300 East Joppa Road, 7th Floor, Towson, MD 21286.

Your courtesy in issuing and forwarding the requested certificate at your earliest convenience will be appreciated.

Very truly yours,

SUMTER COUNTY, FLORIDA,

By: 
Name: Richard Hoffman
Title: Chairman, Board of County Commissioners
Date: 10-30-08

CERTIFICATE OF COVERAGE

ISSUED ON: 10/20/2008

COVERAGE PROVIDED BY: **PREFERRED GOVERNMENTAL INSURANCE TRUST**

PACKAGE AGREEMENT NUMBER: PK FL1 0601060 07-02

COVERAGE PERIOD: 7/15/2008 TO 7/15/2009 12:01 AM

COVERAGES: This is to certify that the agreement below has been issued to the designated member for the coverage period indicated. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the coverage afforded by the agreement described herein subject to all the terms, exclusions and conditions of such agreement.

Mail to: Certificate Holder
Sun Trust Equipment Finance & Leasing Corp.
300 E. Joppa Rd. 7th Fl. Hampton Plaza
Towson, FL 21286

Designated Member
Sumter County Board of County Commissioners
910 North Main Street
Bushnell, FL 33513

LIABILITY COVERAGE

Comprehensive General Liability, Bodily Injury, Property Damage and Personal Injury

Limit

Public Officials Liability

Limit

Employment Practices Liability

Limit

Employee Benefits Liability

Limit

Law Enforcement Liability

Limit

WORKERS' COMPENSATION COVERAGE

WC AGREEMENT NUMBER:

Self Insured Workers' Compensation

Statutory Workers' Compensation

Employers Liability

Each Accident

By Disease

Aggregate Disease

PROPERTY COVERAGE

X Buildings & Personal Property

Per schedule on file with \$5,000 Deductible
Trust Limit

Note: See coverage agreement for details on wind, flood, and other deductibles.

X Rented, Borrowed and Leased Equipment

Limit \$100,000 TIV See Schedule for Deductible

X All other Inland Marine

Limit \$7,076,321 TIV See Schedule for Deductible

AUTOMOBILE COVERAGE

Automobile Liability

Limit

All Owned

Specifically Described Autos

Hired Autos

Non-Owned Autos

Automobile Physical Damage

Comprehensive

Collision

Hired Auto with limit of

NOTE: The limit of liability is \$100,000 Bodily Injury and/or Property Damage per person or \$200,000 Bodily Injury and/or Property Damage per occurrence. These specific limits of liability are increased to limits shown above per occurrence, solely for any liability resulting from entry of a claims bill pursuant to Section 768.28 (5) Florida Statutes or liability imposed pursuant to Federal Law or actions outside the State of Florida.

Description of Operations/ Locations/ Vehicles/Special items:

RE: East Anderson Avenue Bushnell, FL 33513 Contents Coverage \$400,000 Limit "911 Equipment" Certificate holder is shown as Loss payee

This section completed by member's agent, who bears complete responsibility and liability for its accuracy.

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the agreement above.

Administrator
Public Risk Underwriters®
P.O. Box 958455
Lake Mary, FL 32795-8455

Producer
Brown & Brown of Florida, Inc.
P. O. Box 491636

Leesburg, FL 347491636

CANCELLATIONS
SHOULD ANY PART OF THE ABOVE DESCRIBED AGREEMENT BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, PREFERRED GOVERNMENTAL INSURANCE TRUST WILL ENDEAVOR TO MAIL 60 DAYS WRITTEN NOTICE, OR 10 DAYS WRITTEN NOTICE FOR NON-PAYMENT OF PREMIUM, TO THE CERTIFICATE HOLDER NAMED ABOVE, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE PROGRAM, ITS AGENTS OR REPRESENTATIVES.

Michael Schell

AUTHORIZED REPRESENTATIVE

**QUESTIONNAIRE FOR SELF-INSURANCE TO
MASTER LEASE AGREEMENT**

In connection with the Master Lease Agreement (the "Agreement"), dated as of February 17, 2004, made and entered into by and between **SUNTRUST EQUIPMENT FINANCE & LEASING CORP.**, as Lessor (the "Lessor"), and the lessee identified below, as Lessee (the "Lessee"), Lessee warrants and represents to Lessor the following information. The terms capitalized herein but not defined herein shall have the meanings assigned to them in the Agreement.

1. Property Insurance.

- a. Lessee is self-insured for damage or destruction to the Equipment.

YES NO (circle one)

If yes, the dollar amount limit for property damage to the Equipment under the Lessee's self-insurance program is \$ _____.

- b. The Lessee maintains an umbrella insurance policy for claims in excess of Lessee's self-insurance limits for property damage to the Equipment as indicated above.

YES NO (circle one)

If yes, the umbrella policy provides coverage for all risk property damage.

YES NO (circle one)

If yes, the dollar limit for property damage to the Equipment under such umbrella policy is \$ _____.

2. Liability Insurance.

- a. Lessee is self-insured for liability for injury or death of any person or damage or loss of property arising out of or relating to the condition or operation of the Equipment.

YES NO (circle one)

If yes, the dollar limit for such liability claims under the Lessee's self-insurance program is \$ _____.

- b. The Lessee maintains an umbrella insurance policy for claims in excess of Lessee's self-insurance limits for liability including injury or death of persons or damage to property as indicated above.

YES NO (circle one)

If yes, the umbrella policy provides coverage for liabilities for injury and death to persons as well as damage or loss of property arising out of or relating to the condition or operation of the Equipment.

YES NO (circle one)

If yes, the dollar amount of the umbrella policy's limits for such liability coverage is \$ _____.

3A. Self Insurance Fund.

- a. Lessee maintains a self-insurance fund.

YES NO (circle one)

If yes, please complete the following:

Monies in the self-insurance fund are subject to annual appropriation.

YES NO (circle one)

The total amount maintained in the self-insurance fund to cover Lessee's self-insurance liabilities is \$ _____.

- b. Amounts paid from the Lessee's self-insurance fund are subject to limitations for each claim.

YES NO (circle one)

If yes, the dollar amount of limit per claim is \$ _____.

3B. No Self Insurance Fund.

a. If Lessee does not maintain a self-insurance fund, please complete the following:
Lessee obtains funds to pay claims for which it has self-insured from the following sources:

b. The limitations on the amounts payable for claims from the above sources are as follows:

4. Authority.

a. The following entity or officer has authority to authorize payment for claim:

b. In the event the entity or officer named in the prior response denies payment of a claim, does the claimant have recourse to another administrative officer, agency or the courts?

YES NO (circle one)

If yes, to whom does the claimant have recourse?

5. Certificates of Insurance.

Attached hereto are copies of certificates of insurance with respect to policies maintained by Lessee.

IN WITNESS WHEREOF, Lessee has caused this Questionnaire to be executed as a supplement to the representations of Lessee in the Agreement by its duly authorized officer.

SUMTER COUNTY, FLORIDA,

Lessee

By: 
Name: Richard Hoffman
Title: Chairman, Board of County Commissioners
Date: 10-30-08

Telephone: 352/259-1400

Facsimile: 352/259-1401

Attachment

SUNTRUST EQUIPMENT FINANCE & LEASING CORP.

ADDENDUM TO EQUIPMENT SCHEDULE NO. 02
TO MASTER LEASE AGREEMENT (LEASE NO. 02472
RELATING TO SELF-INSURANCE

THIS ADDENDUM is made as of October 30, 2008, between SUNTRUST EQUIPMENT FINANCE & LEASING CORP. (the "Lessor") and SUMTER COUNTY, FLORIDA (the "Lessee").

Recitals

- A. Lessor and Lessee have entered into a Master Lease Agreement dated as of February 17, 2004 (the "Agreement").
- B. Lessee desires to lease equipment described in Equipment Schedule No. 02 to the Agreement (the "Equipment") and Lessee has requested that Lessor lease such Equipment to Lessee.
- C. With respect to Equipment Schedule No. 02, Lessee has requested that Lessor permit it to provide self-insurance for liability claims and property damage.
- D. Lessor is willing to grant Lessee's request subject to the following terms and conditions.

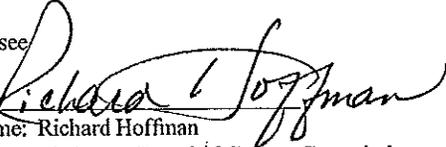
NOW, THEREFORE, in consideration of the premises and mutual covenants and agreements contained herein and in the Agreement, it is hereby agreed as follows:

1. The terms capitalized in this Addendum but not defined herein shall have the meanings assigned to them in the Agreement.
2. Lessee hereby represents and warrants that all representations and warranties contained in the Agreement are true and correct as of the date hereof and that neither a Non-Appropriation nor any Event of Default or event which, with the passage of time or giving of notice or both, would constitute an Event of Default has occurred under the Agreement.
3. All other terms and conditions of the Agreement not specifically amended by this Addendum shall remain in full force and affect and are hereby ratified and confirmed by Lessee.
4. Lessee represents and warrants that all representations and warranties contained in the Questionnaire for Self- Insurance to Master Lease Agreement (the "Questionnaire") are true and correct as of the date hereof.
5. Lessor acknowledges receipt of the Questionnaire and, in reliance upon the information provided therein, agrees that Lessee may satisfy the requirements of Sections 7.1 through 7.3 of the Agreement with respect to Equipment Schedule No. 02 through self-insurance.
6. By written notice to Lessee, Lessor may revoke its agreement relative to Equipment Schedule No. 02 to accept self-insurance in lieu of the insurance required by Section 7.1 through 7.3 of the Agreement at any time during the related Lease Term when Lessor deems itself insecure with respect to such self-insurance. Within thirty (30) days of receipt of notice from Lessor, Lessee agrees to obtain insurance in compliance with Section 7.1, 7.2 and 7.3 of the Agreement and provide evidence thereof to Lessor.

IN WITNESS WHEREOF, the parties by their duly authorized officers have executed this Addendum as of the date and year first above written.

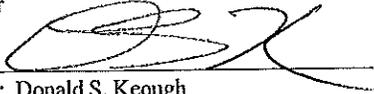
SUMTER COUNTY, FLORIDA,

Lessee

By: 
Name: Richard Hoffinan
Title: Chairman, Board of County Commissioners
Date: 10-30-08

SUNTRUST EQUIPMENT FINANCE &
LEASING CORP.,

Lessor

By: 
Name: Donald S. Keough
Title: Vice President
Date: _____

Information Return for Tax-Exempt Governmental Obligations
 ▶ Under Internal Revenue Code section 149(e)
 ▶ See separate instructions.

OMB No. 1545-0720

Caution: If the issue price is under \$100,000, use Form 8038-GC.

Part I Reporting Authority If Amended Return, check here

1 Issuer's name Sumter County, Florida	2 Issuer's employer identification number 59 6000865
3 Number and street (or P.O. box if mail is not delivered to street address) 209 N. Florida Street	Room/suite 4 Report number 3
5 City, town, or post office, state, and ZIP code Bushnell, Florida 33513	6 Date of issue October 30, 2008
7 Name of issue Master Lease Agreement No. 02472, Schedule No. 002	8 CUSIP number NA
9 Name and title of officer or legal representative whom the IRS may call for more information Connie Webb, Deputy Clerk	10 Telephone number of officer or legal representative (352) 793-0217

Part II Type of Issue (check applicable box(es) and enter the issue price) See instructions and attach schedule.

11 <input type="checkbox"/> Education	11	
12 <input type="checkbox"/> Health and hospital	12	
13 <input type="checkbox"/> Transportation	13	
14 <input checked="" type="checkbox"/> Public safety	14	343,535.00
15 <input type="checkbox"/> Environment (including sewage bonds)	15	
16 <input type="checkbox"/> Housing	16	
17 <input type="checkbox"/> Utilities	17	
18 <input type="checkbox"/> Other. Describe ▶	18	
19: If obligations are TANs or RANs, check box <input type="checkbox"/> If obligations are BANs, check box <input type="checkbox"/>		
20: If obligations are in the form of a lease or installment sale, check box <input checked="" type="checkbox"/>		

Part III Description of Obligations. Complete for the entire issue for which this form is being filed.

(a) Final maturity date	(b) Issue price	(c) Stated redemption price at maturity	(d) Weighted average maturity	(e) Yield
21 11/15/2012	\$ 343,535.00	\$ 343,535.00	4 years	3.9890 %

Part IV Uses of Proceeds of Bond Issue (including underwriters' discount)

22 Proceeds used for accrued interest	22	
23 Issue price of entire issue (enter amount from line 21, column (b))	23	343,535.00
24 Proceeds used for bond issuance costs (including underwriters' discount)	24	
25 Proceeds used for credit enhancement	25	
26 Proceeds allocated to reasonably required reserve or replacement fund	26	
27 Proceeds used to currently refund prior issues	27	
28 Proceeds used to advance refund prior issues	28	
29 Total (add lines 24 through 28)	29	
30 Nonrefunding proceeds of the issue (subtract line 29 from line 23 and enter amount here)	30	343,535.00

Part V Description of Refunded Bonds (Complete this part only for refunding bonds)

31 Enter the remaining weighted average maturity of the bonds to be currently refunded	_____ years
32 Enter the remaining weighted average maturity of the bonds to be advance refunded	_____ years
33 Enter the last date on which the refunded bonds will be called	
34 Enter the date(s) the refunded bonds were issued	

Part VI Miscellaneous

35 Enter the amount of the state volume cap allocated to the issue under section 141(b)(5)	35
36a Enter the amount of gross proceeds invested or to be invested in a guaranteed investment contract (see instructions)	36a
b Enter the final maturity date of the guaranteed investment contract	37a
37 Pooled financings: a Proceeds of this issue that are to be used to make loans to other governmental units	
b If this issue is a loan made from the proceeds of another tax-exempt issue, check box <input type="checkbox"/> and enter the name of the issuer _____ and the date of the issue _____	
38 If the issuer has designated the issue under section 265(b)(3)(B)(i)(iii) (small issuer exception), check box <input type="checkbox"/>	
39 If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check box <input type="checkbox"/>	
40 If the issuer has identified a hedge, check box <input type="checkbox"/>	

Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief they are true, correct, and complete.

Sign Here

Richard L. Hoffman 10/30/08 Richard Hoffman, Chairman
 Signature of issuer's authorized representative Date Type or print name and title



Keenum, Marie

From: Connie Webb [cwebb@sumterclerk.com]
Sent: Friday, October 31, 2008 10:20 AM
To: 'Derrill McAteer'; Arnold, Bradley; Keenum, Marie
Subject: FW: Lease for Sumter County, Florida
Attachments: Escrow Disbursement Process as of 1-10-08.doc; scanned docs.pdf

FYI

From: Paul.Cathy [mailto:Cathy.Paul@SunTrust.com]
Sent: Friday, October 31, 2008 9:18 AM
To: Connie Webb
Subject: Lease for Sumter County, Florida

Good morning Ms.Webb ,

I would like to thank you for selecting SunTrust Equipment Finance & Leasing Corp. as your capital planning partner. At SunTrust, we value our relationship with **Sumter County, Florida**, and would like to make sure that the lines of communication are open with our customers.

The proceeds have been funded yesterday into your escrow account as referenced in the Escrow Agreement Schedule I. I have attached for your reference procedures for escrow disbursements.

I have also attached a copy of the executed documents for you. If you would still like me to mail you a copy, please let me know.

Should you have any questions or assist you in other matters, please do not hesitate to contact me.

Sincerely,

Cathy Paul

Cathy Paul
Portfolio Manager
SunTrust Equipment Finance & Leasing Corp.
300 E. Joppa Road, 7th Floor
Towson, MD 21286
410-307-6603
(f) 410-307-6710

LEGAL DISCLAIMER

The information transmitted is intended solely for the individual or entity to which it is addressed and may contain confidential and/or privileged material. Any review, retransmission, dissemination or other use of or taking action in reliance upon this information by persons or entities other than the intended recipient is prohibited. If you have received this email in error please contact the sender and delete the material from any computer.

SunTrust and Seeing beyond money are federally registered service marks of SunTrust Banks, Inc.
[ST:XCL]

10/31/2008

BoCC
10/28/08

3. SunTrust loan for communication equipment installation. This will extend the Master Lease Agreement with SunTrust. The documents were not received until the afternoon of October 24, 2008 and have been reviewed by the County Attorney, the Finance Director, and staff. This will allow the moving of equipment, installation of equipment, and acquiring of additional equipment for the new communication center at the Sheriff's Headquarters. Derrill McAteer advised the Board that the venue provision in the documents is in the Commonwealth of Virginia. This is not uncommon and is typical in multi-state bank documents.

Commissioner Breeden moved, with a second by Commissioner Mask, to approve the agreement as presented by Mr. Arnold. The motion carried unanimously (5-0). (102808-4)

TIMED ITEMS AND PUBLIC HEARINGS - continued

PUBLIC HEARING – LARGE SCALE COMPREHENSIVE PLAN AMENDMENTS

At 5:30 p.m. Chairman Hoffman called for a public hearing to consider the adoption of Sumter County Comprehensive Plan Amendments CP-B2007-0001, CP-B2007-0003 and CP-B-2007-0004. These cases were tabled at the meeting held on September 23, 2008 until this date. Brad Cornelius, Planning Manager, presented the following proposed amendments:

Case No. CP-B-2007-0001 – Sisters Land Development LLC – Change Future Land Use from Agriculture to Low Density Residential and include in the Urban Development Area for 26.7 acres on CR 213 south of C-44A. This Board tabled the adoption hearing on September 23, 2008 to allow the applicant to enter into an agreement with the City of Wildwood for water and sewer services. On October 10, 2008 staff received a letter from the applicant's authorized representative, Greg Beliveau, withdrawing the proposed amendment (102808-5).

No action taken.

Case No. CP-B2007-0003 – Wildwood 350, LTD – Change Future Land Use from Agriculture to Commercial for 36.7 acres on SR 44 east to CR 475. Mr. Cornelius advised that as of October 21, 2008, the applicant has provided no response to the comments in the Objections, Recommendations, and Comments Report received from the Department of Community Affairs. It is staff's recommendation that the Board not adopt the proposed amendment.

Commissioner Breeden moved, with a second by Commissioner Gilpn, to accept staff's recommendation not to adopt Sumter County Comprehensive Plan Amendment CP-B-2007-003, Wildwood 350, LTD. The motion carried unanimously (5-0).

Case No. CP-B2007-0004 – Sumter County – Change the text of the Traffic Circulation and Capital Improvement Elements to revise the level of service for roads located within the

Lease Number: 02472
 Equipment Schedule: 02

PAYMENT SCHEDULE
 (Revised 09/17/2009)

The Funding Date with respect to the above referenced Equipment Group shall be October 30, 2008. Lessor shall retain any interest accruing between the Funding Date and the closing date. The Annual Interest Rate applicable to the Equipment Group shall be 3.9890%. Lessee will make Rental Payments each consisting of Principal and Interest as set forth below for a term of 4 years. The first Rental Payment is due on February 15, 2009 and subsequent payments are due quarterly on like date thereafter.

Payment Number	Payment Date	Payment Amount	Interest Component	Principal Component	Prepayment *Price
	10/30/08				
1	02/15/09	23,374.48	3,996.88	19,377.60	330,640.55
2	05/15/09	23,374.48	3,232.65	20,141.83	310,095.88
3	08/15/09	113,859.53	3,035.16	110,824.37	197,055.02
4	11/15/09 ✓	15,918.84	1,926.59	13,992.25	182,782.93
5	02/15/10 ✓	15,918.84	1,787.06	14,131.78	168,368.51
6	05/15/10 ✓	15,918.84	1,646.13	14,272.71	153,810.34
7	08/15/10	15,918.84	1,503.79	14,415.05	139,106.99
8	11/15/10 ✓	15,918.84	1,360.04	14,558.80	124,257.02
9	02/15/11 ✓	15,918.84	1,214.85	14,703.99	109,258.95
10	05/15/11 ✓	15,918.84	1,068.22	14,850.62	94,111.32
11	08/15/11 ✓	15,918.84	920.12	14,998.72	78,812.62
12	11/15/11	15,918.84	770.55	15,148.29	63,361.36
13	02/15/12	15,918.84	619.48	15,299.36	47,756.01
14	05/15/12	15,918.84	466.91	15,451.93	31,995.04
15	08/15/12	15,918.84	312.81	15,606.03	15,076.89
16	11/15/12	15,918.84	157.18	15,761.66	0.00
		367,553.41	24,018.41	343,535.00	

FY 09/10
10/11
11/12
12/13

PURCHASE ORDER

Fy 11/12

PLEASE FURNISH MERCHANDISE BELOW FOR THE ACCOUNT OF

BOARD OF SUMTER COUNTY COMMISSIONERS

54436

910 N. MAIN STREET, ROOM #201

TELEPHONE 352-793-0200

BUSHNELL, FLORIDA 33513-9402

TO

Florida Department of Environmental Protection
3900 Commonwealth Blvd. Mail Station # 5
Tallahassee, FL 32339-3000

DATE 10/17/11
DEPT. Parks
BY [Signature]

FUND	ACCOUNT NO.	QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL PRICE
			Fy 11/12		
001-481-572-4900		1	Reimbursement - Cherry Lake Park	\$50,000.00	\$50,000.00
001-481-572-4900		1	Interest	\$84.63	\$84.63
			FY 11/12 - Reimbursement due to the closing of Cherry Lake Park (FRDAP Grant F50297)		
			TERMS:		
				TOTAL	\$50,084.63

BOARD OF SUMTER COUNTY COMMISSIONERS

DELIVER TO: _____

AUTHORIZED BY: _____

NOTE: **ONLY ORIGINAL INVOICES**
WILL BE CONSIDERED FOR PAYMENT

THIS IS TO CERTIFY THAT THE ABOVE GOODS WERE RECEIVED AND THAT THEY WERE OF THE QUANTITY AND QUALITY ORDERED AND PAYMENT FOR SAME IS HEREBY APPROVED.

DISTRIBUTION:

- BLUE COPY - TO BOARD OF COUNTY COMMISSIONERS
- WHITE COPY - TO VENDOR
- CANARY COPY - TO DEPARTMENT HEAD
- GREEN COPY - TO BOARD OF COUNTY COMMISSIONERS

BY: _____ OFFICER OR DEPT. HEAD DATE: _____

- MAIL INVOICE TO BOARD OF COUNTY COMMISSIONERS
- PLEASE SHOW OUR PURCHASE ORDER NUMBER ON ALL INVOICES
- EACH SHIPMENT MUST BE COVERED BY A SEPARATE INVOICE
- THE COUNTY OF SUMTER IS EXEMPT FROM STATE SALES AND USE TAX AND FEDERAL EXCISE TAXES. STATE SALES AND USE TAX CERTIFICATE NUMBER 85-801262366C-3.

Received 10-18-11

**SUMTER COUNTY BOARD OF COMMISSIONERS
EXECUTIVE SUMMARY**

SUBJECT: Florida Recreational Development Assistance Program (FRDAP) Grant #F50297 Reimbursement to Florida Department of Environmental Protection (FDEP) (Staff recommends approval.)

REQUESTED ACTION: **Board approval**

Work Session (Report Only) **DATE OF MEETING:** 10/25/2011
 Regular Meeting Special Meeting

CONTRACT: N/A

Vendor/Entity: Florida Department of Environmental Protection

Effective Date: 9/2/2004
Managing Division / Dept:

Termination Date: 10/25/2011
Public Works / Parks Department

BUDGET IMPACT: \$50,084.63

Annual
 Capital
 N/A

FUNDING SOURCE: Parks Department
EXPENDITURE ACCOUNT: 001-481-572-4900

HISTORY/FACTS/ISSUES:

On September 13, 2004 Sumter County received the fully executed FRDAP Grant of \$50,000.00 for improvements to Cherry Lake Park (see attachment 1). Now, the Sumter County Staff recommends closing the park. Because this request will result in not meeting a condition of the grant (the park must remain in use 25 years) the \$50,000.00 FRDAP Grant plus interest must be reimbursed to FDEP.

It is the intent of this agenda item for the board to approve payment to FDEP in the amount of \$50,084.63 (\$50,000.00 plus \$84.63 interest) as determined by the terms and conditions of the FRDAP Grant # F50297. We further request approval of the Purchase Order for \$50,084.63 to pay the FRDAP Grant reimbursement. The PO to support this task is also on this agenda under Financial.

Once approved, the PWD will send the check for \$50,084.63 to FDEP and receive their written confirmation of receipt; there is no other form to complete for this action. PWD will also dismantle the equipment that was purchased by the grant and move it to other County Parks; this is permissible according to the FRDAP program. See attachment 2 for list of equipment to be relocated and its intended destination. The Cherry Lake Park land is shown at attachment 3, D24=100 on the aerial.

Recommendations:

- a. That the BOCC approve the closing of Cherry Lake Park and relocation of equipment.
 - b. That the BOCC approve the PO to reimburse the FRDAP grant plus interest.
-



Jeb Bush
Governor

Department of Environmental Protection

Marjory Stoneman Douglas Building
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Lita
JSC

Colleen M. Castille
Secretary

September 2, 2004

Mr. James Sparks
Director of Community Services
Sumter County
229 East Anderson Avenue
Bushnell, Florida 33513

Re: Cherry Lake Park
FRDAP Project No. F50297

RECEIVED

SEP 13 2004

S.C. C.S.D.

Dear Mr. Sparks:

Attached is your fully executed project agreement. Please return this copy to its place in the file folder we previously sent to you. This will help you comply with the administrative requirements of this grant.

We also would like to remind you of the following:

1. Construction or acquisition can not begin until all commencement documentation has been received and approved by this office as identified in the original letter.
2. For development projects, the Department shall retain not less than 10% of the grant award until the Grantee completes the project and staff completes an on-site inspection.
3. Quarterly status reports are required (due dates: January 5, May 5, and September 5). Please summarize work accomplished and any problems encountered.
4. The project should be completed by the completion date set forth in the grant agreement and all reimbursement requests and closeout documents must be submitted within thirty days after completion. Please be aware that local governments need to complete projects within the three-year timeframe, otherwise the grant funds may not be available.

"More Protection, Less Process"

Printed on recycled paper.

ATCH 1

ExN
Rec 53.00
TF 59.00
Doc
Int
CC 112.00

R → 324 East Seminole Ave
Bushnell, FL 33513

NOTICE OF LIMITATION OF USE/
SITE DEDICATION

RECEIVED

FEB 14 2006

SCP&R

u

02/03/2006 #2006-4307
08:46:57AM B-1522 P-177

This Notice of Limitation of Use/Site Dedication gives notice that the Real Property identified in the project agreement and the boundary map, attached hereto as Exhibits "A" and "B," respectively (the "Property"), has been acquired by or developed with financial assistance provided by the Florida Legislature, through the Department of Environmental Protection, under the grant program called the Florida Recreation Development Assistance Program (FRDAP). In accordance with section 375.075, F.S., and chapter 62D-5, F.A.C., the Property is hereby dedicated to the public in perpetuity as an outdoor recreation area for the use and benefit of the general public. The Property is subject to all applicable terms of the statute and rule cited herein.

DEDICATOR

Joey A Chandler
Original Signature

Joey A. Chandler
Printed name

Chairman
Title

Connie Webb
Witness

Printed Name: Connie Webb

Cheryl Holcomb
Witness

Printed Name: Cheryl Holcomb

STATE OF FLORIDA
COUNTY OF SUMTER

The foregoing instrument was acknowledged before me this 1 31st day of January, 2006 by Joey A. Chandler, who is personally known to me or who produced _____ as identification.

Stamp:

FPS-A038
Revised (05/05)

Amanda Taylor
Notary Public, State of Florida

AMANDA TAYLOR
NOTARY PUBLIC - STATE OF FLORIDA
COMMISSION # DD317309
EXPIRES 7/28/2006
BONDED THRU 1-888-NOTARY1

SUMTER COUNTY, FLORIDA
GLORIA HAYWARD, CLERK OF CIRCUIT COURT

DEP Agreement No. F5297
CSFA Number: 37.017
CSFA Title: FRDAP

FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
FLORIDA RECREATION DEVELOPMENT ASSISTANCE PROGRAM (FRDAP)
PROJECT AGREEMENT (SFY 2004-05) – Development

02/03/2006 #2006-4307
08:46:57AM B-1522 P-178

This Agreement is made and entered into between the STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION, hereinafter called the DEPARTMENT, and Sumter County, hereinafter called the GRANTEE, a local government, in furtherance of an approved public outdoor recreation project. In consideration of the mutual covenants contained herein and pursuant to section 375.075, Florida Statutes, and chapter 62D-5, Part V, Florida Administrative Code, the parties hereto agree as follows:

1. This PROJECT AGREEMENT shall be performed in accordance with section 375.075, Florida Statutes, and chapter 62D-5, Part V, Florida Administrative Code, hereinafter called the RULE. The GRANTEE shall comply with all provisions of the RULE, effective July 5, 2001, which is incorporated into this PROJECT AGREEMENT as if fully set forth herein. It is the intent of the DEPARTMENT and the GRANTEE that none of the provisions of section 163.01, Florida Statutes, shall have application to this PROJECT AGREEMENT.
2. The DEPARTMENT has found that public outdoor recreation is the primary purpose of the project known as Cherry Lake Park (Florida Recreation Development Assistance Program, FRDAP Project Number F50297), hereinafter called the PROJECT, and enters into this PROJECT AGREEMENT with the GRANTEE for the development of that real property, the legal description of which shall be submitted to the DEPARTMENT as described in the Florida Recreation Development Assistance Program Development Project Pre-reimbursement/Commencement Documentation Form, DEP Form FPS-A034.
3. All forms hereinafter referenced may be found at www.dep.state.fl.us/parks/bdrs. Further, the GRANTEE will also receive all applicable forms for administration of project with GRANTEE's copy of fully executed PROJECT AGREEMENT.

SUMTER COUNTY, FLORIDA
GLORIA HAYWARD, CLERK OF CIRCUIT COURT

02/03/2006 #2006-4307
08:46:57AM B-1522 P-179

SUMTER COUNTY, FLORIDA
GLORIA HAYWARD, CLERK OF CIRCUIT COURT

4. The GRANTEE shall construct, or cause to be constructed, certain public outdoor recreation facilities and improvements consisting of the following PROJECT ELEMENTS which may be modified by the DEPARTMENT if GRANTEE shows good cause: picnic facility, bike trail, soccer/multi-purpose field, volleyball court, horseshoe pit, renovation of exercise/fitness trail and other related support facilities.
5. The DEPARTMENT shall pay, on a reimbursement basis, to the GRANTEE, funds not to exceed \$50,000.00, which will pay the DEPARTMENT's share of the cost of the PROJECT. DEPARTMENT funding is based upon the following:

DEPARTMENT Amount:	<u>\$50,000.00</u>	<u>100 %</u>
GRANTEE Match:	<u>\$ N/A</u>	<u>0 %</u>
Type of Match:	<u>N/A</u>	

6. The PROJECT reimbursement request shall include all documentation required by the DEPARTMENT for a proper pre-audit and post-audit review. Within sixty (60) days after receipt of the final request, the DEPARTMENT's Grant Manager shall review the completion documentation and payment request from the GRANTEE for the PROJECT. If the documentation is sufficient and meets the requirements of the Florida Recreation Development Assistance Program Completion Documentation Form, DEP Form FPS-A036, referenced in s. 62D-5.058(6)(g), the DEPARTMENT will approve the request for payment.
7. In addition to the invoicing requirements contained in the paragraph above, the Department will periodically request proof of a transaction (such as invoice, payroll register) to evaluate the appropriateness of costs to the PROJECT AGREEMENT pursuant to State and guidelines (including cost allocation guidelines), as appropriate. When requested, this information must be provided within 30 calendar days of the date of such request. The GRANTEE may also be required to submit a cost allocation plan to the Department in support of its multipliers (overhead, indirect, general administrative costs, and fringe benefits). All bills for amounts due under this Agreement shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof. State guidelines for allowable costs can be found in the Department of Financial Services' Reference Guide for State Expenditures at www.dbf.state.fl.us/aadir/reference_guide.
8. The GRANTEE agrees to comply with the Division of Recreation and Parks' Grant and Contract Accountability Procedure, hereinafter called the PROCEDURE and incorporated into this PROJECT AGREEMENT by reference as if fully set forth herein. All purchases of goods and services for accomplishment of the PROJECT shall be secured in accordance with the GRANTEE's adopted procurement procedures. Expenses representing the PROJECT costs, including the required matching contribution, shall be reported to the DEPARTMENT and summarized on certification forms provided in the PROCEDURE. The DEPARTMENT and GRANTEE agree to use the PROCEDURE guidelines accounting for FRDAP funds disbursed under the

02/03/2006 #2006-4307
08:46:57AM B-1522 P-180

SUMTER COUNTY, FLORIDA
GLORIA HAYWARD, CLERK OF CIRCUIT COURT

PROJECT. The parties further agree that the principles for determining the eligible costs, supporting documentation and minimum reporting requirements of the PROCEDURE shall be used.

9. Allowable indirect costs as defined in the PROCEDURE shall not exceed 15% of the GRANTEE's eligible wages and salaries, unless approved in advance as described herein. Indirect costs that exceed 15% must be approved in advance in writing by the DEPARTMENT to be considered eligible PROJECT expenses.
10. It is understood by the parties that the amount of this PROJECT AGREEMENT may be reduced should the Governor's Office declare a revenue shortfall and assess a mandatory reserve. Should a shortfall be declared, the amount of this PROJECT AGREEMENT may be reduced by the amount deemed appropriate by the DEPARTMENT.
11.
 - A. The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. The parties hereto understand that this Agreement is not a commitment of future appropriations.
 - B. The GRANTEE understands that the funds supporting this Agreement are subject to certification forward approval by the Governor's Office on June 30th each year. The GRANTEE understands and agrees that if the Governor's Office does not approve the DEPARTMENT's request to certify the funds forward, the GRANTEE will not be eligible for reimbursement after the reversion of said funds.
12. All monies expended by the GRANTEE for the purpose contained herein shall be subject to pre-audit review and approval by the State of Florida Chief Financial Officer in accordance with section 17.03(2), Florida Statutes.
13. PROJECT funds may be reimbursed for eligible Preagreement Expenses (as defined in s. 62D-5.054(34) of the RULE) incurred by GRANTEE prior to execution of this PROJECT AGREEMENT as set forth in s. 62D-5.055(9) of the RULE. The DEPARTMENT and the GRANTEE fully understand and agree that there shall be no reimbursement of PROJECT funds by the DEPARTMENT for any expenditure made prior to the execution of this PROJECT AGREEMENT with the exception of those expenditures which meet the requirements of the foregoing sections of the RULE.
14. Prior to commencement of PROJECT development, the GRANTEE shall submit the documentation required by the Florida Recreation Development Assistance Program Development Project Pre-reimbursement/Commencement Documentation Form, DEP Form FPS-A034, referenced in s. 62D-5.058(7)(c) of the RULE, to the DEPARTMENT. Upon determining that the documentation

02/03/2006 #2006-4307
08:46:57AM B-1522 P-181

SUMTER COUNTY, FLORIDA
GLORIA HAYWARD, CLERK OF CIRCUIT COURT

complies with the RULE, the DEPARTMENT will give written notice to GRANTEE to commence the development and approve the request for payment.

15. The GRANTEE shall obtain all required local, state and federal permits and approvals prior to commencement of project construction and shall certify that it has done so to the DEPARTMENT by completing the Project Permit Certification, FPS-A035, referenced in s. 62D-5.058(7)(c) of the RULE.
16. This PROJECT AGREEMENT shall become effective upon execution and the GRANTEE shall complete construction of all PROJECT ELEMENTS on or before August 31, 2007 (hereinafter referred to as the PROJECT completion date). The GRANTEE may request up to two (2) one-year extensions from the DEPARTMENT for good cause by submitting a written request to the DEPARTMENT. Such request must be made prior to the PROJECT completion date. However, the GRANTEE understands that if the Governor's Office does not approve the DEPARTMENT's request to certify the funds forward on June 30th of each year, the GRANTEE will not be eligible for reimbursement after the reversion of said funds.
17. Project completion means the project is open and available for use by the public. Project must be completed prior to release of final reimbursement.
18. The GRANTEE shall retain all records supporting PROJECT costs for five (5) years after the fiscal year in which the final PROJECT payment was released by the DEPARTMENT or until final resolution of matters resulting from any litigation, claim or audit that started prior to the expiration of the five-year retention period. The DEPARTMENT, State Auditor General, State Chief Financial Officer and other agencies or entities with jurisdiction shall have the right to inspect and audit the GRANTEE's records for said PROJECT during the PROJECT and within the five-year retention period.
19. In addition to the provisions contained in the paragraph above, the GRANTEE shall comply with the applicable provisions contained in Attachment 1. A revised copy of Attachment 1, Exhibit-1, must be provided to the GRANTEE with each amendment which authorizes a funding increase or decrease. The revised Exhibit-1 shall summarize the funding sources supporting the PROJECT AGREEMENT for purposes of assisting the GRANTEE in complying with the requirements of Attachment 1. If the GRANTEE fails to receive a revised copy of Attachment 1, Exhibit-1, the GRANTEE shall notify the Department's FRDAP Grants Administrator at (850) 245-2501 to request a copy of the updated information.
20. Following receipt of an audit report identifying any reimbursement due the DEPARTMENT for the GRANTEE's non-compliance with this PROJECT AGREEMENT, the GRANTEE will be allowed a maximum of thirty (30) days to submit additional pertinent documentation to offset the amount identified as being

02/03/2006 #2006-4307
08:46:57AM B-1522 P-182

SUMTER COUNTY, FLORIDA
GLORIA HAYWARD, CLERK OF CIRCUIT COURT

due to the DEPARTMENT. The DEPARTMENT, following a review of the documentation submitted by the GRANTEE, will inform the GRANTEE of any reimbursement due the DEPARTMENT.

21. The GRANTEE, as an independent contractor and not an agent, representative, or employee of the DEPARTMENT, agrees to carry adequate liability and other appropriate forms of insurance. The DEPARTMENT shall have no liability except as specifically provided in this PROJECT AGREEMENT.
22. To the extent required by law, the GRANTEE will be self-insured against, or will secure and maintain during the life of this PROJECT AGREEMENT, Workers' Compensation Insurance for all of his employees connected with the work of this project and, in case any work is subcontracted, the GRANTEE shall require the subcontractor to provide Workers' Compensation Insurance for all of the subcontractor's employees unless such employees are covered by the protection afforded by the GRANTEE. Such self-insurance program or insurance coverage shall comply fully with the Florida Workers' Compensation law. In case any class of employees engaged in hazardous work under this Agreement is not protected under Workers' Compensation statutes, the GRANTEE shall provide, and cause each subcontractor to provide, adequate insurance satisfactory to the DEPARTMENT, for the protection of its employees not otherwise protected.
23. The purchase of non-expendable equipment is not authorized under the terms of this Agreement.
24. The DEPARTMENT's Grant Manager for the purpose of this PROJECT AGREEMENT shall be responsible for ensuring performance of its terms and conditions and shall approve all reimbursement requests prior to payment. The GRANTEE's Grant Manager, identified in paragraph 25, or successor, shall act on behalf of the GRANTEE relative to the provisions of this PROJECT AGREEMENT. The GRANTEE, shall submit to the DEPARTMENT signed PROJECT status reports every one hundred twenty (120) days summarizing the work accomplished, problems encountered, percentage of completion, and other information which may be requested by the DEPARTMENT. Photographs to reflect the construction work accomplished shall be submitted when the DEPARTMENT requests them.
25. Any and all notices required by this PROJECT AGREEMENT shall be delivered to the parties at the following addresses:

02/03/2006 #2006-4307
08:46:57AM B-1522 P-183

SUMTER COUNTY, FLORIDA
GLORIA HAYWARD, CLERK OF CIRCUIT COURT

GRANTEE's Grant Manager

DEPARTMENT's Grant Manager

Mr. James Sparks
Director of Community Services
229 East Anderson Avenue
Bushnell, Florida 33513

Rita Ventry
Florida Department of Environmental
Protection
3900 Commonwealth Blvd., MS585
Tallahassee, Florida 32399-3000

26. Prior to final reimbursement, the GRANTEE must erect a permanent information sign on the PROJECT site which credits PROJECT funding or a portion thereof, to the Florida Department of Environmental Protection and the Florida Recreation Development Assistance Program.
27. The DEPARTMENT has the right to inspect the PROJECT and any and all records related thereto at any reasonable time.
28. This Agreement may be unilaterally canceled by the DEPARTMENT for refusal by the GRANTEE to allow public access to all documents, papers, letters, or other material made or received by the GRANTEE in conjunction with this Agreement, unless the records are exempt from Section 24(a) of Article I of the State Constitution and Section 119.07(1), Florida Statutes.
29. Prior to the closing of the PROJECT, the DEPARTMENT shall have the right to demand a refund, either in whole or in part, of the FRDAP funds provided to the GRANTEE for non-compliance with the material terms of this PROJECT AGREEMENT. The GRANTEE, upon such written notification from the DEPARTMENT, shall refund, and shall forthwith pay to the DEPARTMENT, the amount of money demanded by the DEPARTMENT. Interest on any refund shall begin the date that the GRANTEE was informed that a refund was required until refund and interest is paid to the DEPARTMENT.
30. The GRANTEE shall comply with all federal, state and local regulations, rules and ordinances in developing this PROJECT. The GRANTEE acknowledges that this requirement includes compliance with all federal, state and local health and safety rules and regulations including all applicable building codes. The GRANTEE further agrees to include the requirements of this paragraph in all subcontracts made to perform this PROJECT AGREEMENT.
31. The Grantee may subcontract work under this Agreement without the prior written consent of the Department's Grant Manager. The Grantee agrees to be responsible for the fulfillment of all work elements included in any subcontract and agrees to be responsible for the payment of all monies due under any subcontract. It is understood and agreed by the Grantee that the Department shall not be liable to any subcontractor for any expenses or liabilities incurred under the subcontract and that the Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract.

02/03/2006 #2006-4307
08:46:57AM B-1522 P-184

SUMTER COUNTY, FLORIDA
GLORIA HAYWARD, CLERK OF CIRCUIT COURT

32. Land owned by the GRANTEE, which is developed or acquired with FRDAP funds, shall be dedicated in perpetuity as an outdoor recreation site by the GRANTEE for the use and benefit of the public as stated in section 62D-5.059(1) of the RULE. Land under control other than by ownership of the GRANTEE, such as by lease, shall be dedicated as an outdoor recreation area for the use and benefit of the public for a minimum period of twenty-five (25) years from the completion date set forth in the PROJECT completion certificate. All dedications must be recorded in the county property records by the GRANTEE. Such PROJECT shall be open at reasonable times and shall be managed in a safe and attractive manner appropriate for public use.
33. Failure to comply with the provisions of the RULE or the terms and conditions of this PROJECT AGREEMENT will result in cancellation of the PROJECT AGREEMENT by the DEPARTMENT. The DEPARTMENT shall give the GRANTEE in violation of the RULE or this PROJECT AGREEMENT a notice in writing of the particular violations stating a reasonable time to comply. Failure to comply within the time period stated in the written notice shall result in cancellation of the PROJECT AGREEMENT and may result in the imposition of the terms in Paragraph 29.
34. In the event of conflict in the provisions of the RULE, the PROJECT AGREEMENT and the Project Application, the provisions of the Rule shall control over this PROJECT AGREEMENT and this PROJECT AGREEMENT shall control over the Project Application documents.
35. If the DEPARTMENT determines that site control is not sufficient under the RULE, the DEPARTMENT shall give the GRANTEE a notice in writing and a reasonable time to comply. If the deficiency is not corrected within the time specified in the notice, the DEPARTMENT shall cancel this PROJECT AGREEMENT.
36. Pursuant to section 216.347, Florida Statutes, the GRANTEE is prohibited from spending FRDAP funds for the purpose of lobbying the legislature, the judicial branch, or a state agency.
37.
 - A. No person on the grounds of race, creed, color, national origin, age, sex, marital status or disability, shall be excluded from participation in; be denied the proceeds or benefits of; or be otherwise subjected to discrimination in performance of this PROJECT AGREEMENT.
 - B. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not award or perform

work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and intends to post the list on its website. Questions regarding the discriminatory vendor list may be directed to the Florida Department of Management Services, Office of Supplier Diversity at (850) 487-0915.

02/03/2006 #2006-4307
08:46:57AM B-1522 P-185

SUMTER COUNTY, FLORIDA
GLORIA HAYWARD, CLERK OF CIRCUIT COURT

38. Each party hereto agrees that it shall be solely responsible for the wrongful acts of its employees and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of section 768.28, Florida Statutes.
39. The employment of unauthorized aliens by any Grantee is considered a violation of Section 274A(e) of the Immigration and Nationality Act. If the Grantee knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement. The Grantee shall be responsible for including this provision in all subcontracts issued as a result of this Agreement.
40. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not perform work as a grantee, contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017, Florida Statutes, for Category Two, for a period of 36 months from the date of being placed on the convicted vendor list.
41. The PROJECT AGREEMENT has been delivered in the State of Florida and shall be construed in accordance with the laws of Florida. Wherever possible, each provision of this PROJECT AGREEMENT shall be interpreted in such manner as to be effective and valid under applicable Florida law, but if any provision of this PROJECT AGREEMENT shall be prohibited or invalid under applicable Florida law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this PROJECT AGREEMENT. Any action hereon or in connection herewith shall be brought in Leon County, Florida unless prohibited by applicable law.
42. No delay or failure to exercise any right, power or remedy accruing to either party upon breach or default by either party under this PROJECT AGREEMENT, shall impair any such right, power or remedy of either party; nor shall such delay or failure be construed as a waiver of any such breach or default, or any similar breach or default thereafter.
43. This PROJECT AGREEMENT is not intended nor shall it be construed as granting any rights, privileges or interest to any third party without mutual written agreement of the parties hereto.

02/03/2006 #2006-4307
08:46:57AM B-1522 P-186

SUMTER COUNTY, FLORIDA
GLORIA HAYWARD, CLERK OF CIRCUIT COURT

44. This PROJECT AGREEMENT is an exclusive contract and may not be assigned in whole or in part without the written approval of the DEPARTMENT.
45. This PROJECT AGREEMENT represents the entire agreement of the parties. Any alterations, variations, changes, modifications or waivers of provisions of this PROJECT AGREEMENT shall only be valid when they have been reduced to writing, duly executed by each of the parties hereto, and attached to the original of this PROJECT AGREEMENT.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

02/03/2006 #2006-4307
08:46:57AM B-1522 P-187

SUMTER COUNTY, FLORIDA
GLORIA HAYWARD, CLERK OF CIRCUIT COURT

IN WITNESS WHEREOF, the parties hereto have caused these presents to be duly executed on the day and year last written below.

STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

SUMTER COUNTY

By: *Wayne Haydel*
Division Director (or Designee)
Division of Recreation and Parks

By: *Benny G. Strickland*
Printed Name: Benny G. Strickland
Title: Chairman

8-27-04
Contract Execution Date

Aug 10, 2004
Date

Address:
Office of Information and Recreation Services
Division of Recreation and Parks
3900 Commonwealth Boulevard
Mail Station 585
Tallahassee, Florida 32399-3000

Address:
229 East Anderson Avenue
Bushnell, Florida 33513

Rita Vandy
DEP Grant Manager

Grantee Attorney

Approved as to Form and Legality:
This form has been pre-approved as to form and legality by Suzanne Brantley, Assistant General Counsel, on May 6, 2004 for use for one year.

List of attachments/exhibits included as part of this Agreement:

Specify Type	Letter/ Number	Description (include number of pages)
Attachment	<u>1</u>	<u>Special Audit Requirements (5 Pages)</u>

Cherry Lake Park Items

Items to be removed and placed at other parks:

- Sm. Pavilion, tables & grill (Sumterville Community Building/Park)
- Lg. pavilion, tables & grills (Marsh Bend "Outlet" Park)
- Playground equipment (Sumterville Community Building/Park)
- Lg. Swings (Marsh Bend "Outlet" Park)
- Sm. Swings (Marsh Bend "Outlet" Park)
- Pump and Tank (Shady Brook Greenway Park)
- Irrigation timer and sprinkler heads (Stock for Lake Pan Park)
- PVC Boarder (Sumterville Community Building/Park)
- Entrance Sign (Stock for future park signs)





NE 105th PL

NE 107th BLVD

D24=100

NE 105th LN

Cherry Lake Park



18000

ATCH 3



Jeb Bush
Governor

Department of Environmental Protection

Marjory Stoneman Douglas Building
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Leta
gsg

Colleen M. Castille
Secretary

September 2, 2004

Mr. James Sparks
Director of Community Services
Sumter County
229 East Anderson Avenue
Bushnell, Florida 33513

RECEIVED

SEP 13 2004

S.C. C.S.D.

Re: Cherry Lake Park
FRDAP Project No. F50297

Dear Mr. Sparks:

Attached is your fully executed project agreement. Please return this copy to its place in the file folder we previously sent to you. This will help you comply with the administrative requirements of this grant.

We also would like to remind you of the following:

1. Construction or acquisition can not begin until all commencement documentation has been received and approved by this office as identified in the original letter.
2. For development projects, the Department shall retain not less than 10% of the grant award until the Grantee completes the project and staff completes an on-site inspection.
3. Quarterly status reports are required (due dates: January 5, May 5, and September 5). Please summarize work accomplished and any problems encountered.
4. The project should be completed by the completion date set forth in the grant agreement and all reimbursement requests and closeout documents must be submitted within thirty days after completion. Please be aware that local governments need to complete projects within the three-year timeframe, otherwise the grant funds may not be available.

"More Protection, Less Process"

Printed on recycled paper.

P.O. Pertains to #32

R → 324 East Seminole Ave
Bushnell, FL 33513

ExN
Rec 53.00
TF 59.00
Doc
Int
CC 112.00

**NOTICE OF LIMITATION OF USE/
SITE DEDICATION**

RECEIVED
FEB 14 2006
SCP&R

02/03/2006 #2006-4307
08:46:57AM B-1522 P-177

This Notice of Limitation of Use/Site Dedication gives notice that the Real Property identified in the project agreement and the boundary map, attached hereto as Exhibits "A" and "B," respectively (the "Property"), has been acquired by or developed with financial assistance provided by the Florida Legislature, through the Department of Environmental Protection, under the grant program called the Florida Recreation Development Assistance Program (FRDAP). In accordance with section 375.075, F.S., and chapter 62D-5, F.A.C., the Property is hereby dedicated to the public in perpetuity as an outdoor recreation area for the use and benefit of the general public. The Property is subject to all applicable terms of the statute and rule cited herein.

DEDICATOR

Joey A Chandler
Original signature
Joey A. Chandler
Printed name
Chairman
Title

Connie Webb
Witness
Printed Name: Connie Webb
Cheryl Holcomb
Witness
Printed Name: Cheryl Holcomb

STATE OF FLORIDA
COUNTY OF SUMTER

The foregoing instrument was acknowledged before me this 1 31st day of January, 2006 by Joey A. Chandler, who is personally known to me or who produced _____ as identification.

Stamp:

Amanda Taylor
Notary Public, State of Florida

FPS-A038
Revised (05/05)

AMANDA TAYLOR
NOTARY PUBLIC - STATE OF FLORIDA
COMMISSION # DD317309
EXPIRES 7/28/2008
BONDED THRU 1-888-NOTARY1

SUMTER COUNTY, FLORIDA
GLORIA HAYWARD, CLERK OF CIRCUIT COURT

DEP Agreement No. F5297
CSFA Number: 37.017
CSFA Title: FRDAP

FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
FLORIDA RECREATION DEVELOPMENT ASSISTANCE PROGRAM (FRDAP)
PROJECT AGREEMENT (SFY 2004-05) – Development

02/03/2006 #2006-4307
08:46:57AM B-1522 P-178

This Agreement is made and entered into between the STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION, hereinafter called the DEPARTMENT, and Sumter County, hereinafter called the GRANTEE, a local government, in furtherance of an approved public outdoor recreation project. In consideration of the mutual covenants contained herein and pursuant to section 375.075, Florida Statutes, and chapter 62D-5, Part V, Florida Administrative Code, the parties hereto agree as follows:

1. This PROJECT AGREEMENT shall be performed in accordance with section 375.075, Florida Statutes, and chapter 62D-5, Part V, Florida Administrative Code, hereinafter called the RULE. The GRANTEE shall comply with all provisions of the RULE, effective July 5, 2001, which is incorporated into this PROJECT AGREEMENT as if fully set forth herein. It is the intent of the DEPARTMENT and the GRANTEE that none of the provisions of section 163.01, Florida Statutes, shall have application to this PROJECT AGREEMENT.
2. The DEPARTMENT has found that public outdoor recreation is the primary purpose of the project known as Cherry Lake Park (Florida Recreation Development Assistance Program, FRDAP Project Number F50297), hereinafter called the PROJECT, and enters into this PROJECT AGREEMENT with the GRANTEE for the development of that real property, the legal description of which shall be submitted to the DEPARTMENT as described in the Florida Recreation Development Assistance Program Development Project Pre-reimbursement/Commencement Documentation Form, DEP Form FPS-A034.
3. All forms hereinafter referenced may be found at www.dep.state.fl.us/parks/bdrs. Further, the GRANTEE will also receive all applicable forms for administration of project with GRANTEE's copy of fully executed PROJECT AGREEMENT.

SUMTER COUNTY, FLORIDA
GLORIA HAYWARD, CLERK OF CIRCUIT COURT

02/03/2006 #2006-4307
08:46:57AM B-1522 P-179

SUMTER COUNTY, FLORIDA
GLORIA HAYWARD, CLERK OF CIRCUIT COURT

4. The GRANTEE shall construct, or cause to be constructed, certain public outdoor recreation facilities and improvements consisting of the following PROJECT ELEMENTS which may be modified by the DEPARTMENT if GRANTEE shows good cause: picnic facility, bike trail, soccer/multi-purpose field, volleyball court, horseshoe pit, renovation of exercise/fitness trail and other related support facilities.
5. The DEPARTMENT shall pay, on a reimbursement basis, to the GRANTEE, funds not to exceed \$50,000.00, which will pay the DEPARTMENT's share of the cost of the PROJECT. DEPARTMENT funding is based upon the following:

DEPARTMENT Amount:	<u>\$50,000.00</u>	<u>100 %</u>
GRANTEE Match:	<u>\$ N/A</u>	<u>0 %</u>
Type of Match:	<u>N/A</u>	

6. The PROJECT reimbursement request shall include all documentation required by the DEPARTMENT for a proper pre-audit and post-audit review. Within sixty (60) days after receipt of the final request, the DEPARTMENT's Grant Manager shall review the completion documentation and payment request from the GRANTEE for the PROJECT. If the documentation is sufficient and meets the requirements of the Florida Recreation Development Assistance Program Completion Documentation Form, DEP Form FPS-A036, referenced in s. 62D-5.058(6)(g), the DEPARTMENT will approve the request for payment.
7. In addition to the invoicing requirements contained in the paragraph above, the Department will periodically request proof of a transaction (such as invoice, payroll register) to evaluate the appropriateness of costs to the PROJECT AGREEMENT pursuant to State and guidelines (including cost allocation guidelines), as appropriate. When requested, this information must be provided within 30 calendar days of the date of such request. The GRANTEE may also be required to submit a cost allocation plan to the Department in support of its multipliers (overhead, indirect, general administrative costs, and fringe benefits). All bills for amounts due under this Agreement shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof. State guidelines for allowable costs can be found in the Department of Financial Services' Reference Guide for State Expenditures at www.dbf.state.fl.us/aadir/reference_guide.
8. The GRANTEE agrees to comply with the Division of Recreation and Parks' Grant and Contract Accountability Procedure, hereinafter called the PROCEDURE and incorporated into this PROJECT AGREEMENT by reference as if fully set forth herein. All purchases of goods and services for accomplishment of the PROJECT shall be secured in accordance with the GRANTEE's adopted procurement procedures. Expenses representing the PROJECT costs, including the required matching contribution, shall be reported to the DEPARTMENT and summarized on certification forms provided in the PROCEDURE. The DEPARTMENT and GRANTEE agree to use the PROCEDURE guidelines accounting for FRDAP funds disbursed under the

02/03/2006 #2006-4307
08:46:57AM B-1522 P-180

SUMTER COUNTY, FLORIDA
GLORIA HAYWARD, CLERK OF CIRCUIT COURT

- PROJECT. The parties further agree that the principles for determining the eligible costs, supporting documentation and minimum reporting requirements of the PROCEDURE shall be used.
9. Allowable indirect costs as defined in the PROCEDURE shall not exceed 15% of the GRANTEE's eligible wages and salaries, unless approved in advance as described herein. Indirect costs that exceed 15% must be approved in advance in writing by the DEPARTMENT to be considered eligible PROJECT expenses.
 10. It is understood by the parties that the amount of this PROJECT AGREEMENT may be reduced should the Governor's Office declare a revenue shortfall and assess a mandatory reserve. Should a shortfall be declared, the amount of this PROJECT AGREEMENT may be reduced by the amount deemed appropriate by the DEPARTMENT.
 11. A. The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. The parties hereto understand that this Agreement is not a commitment of future appropriations.
B. The GRANTEE understands that the funds supporting this Agreement are subject to certification forward approval by the Governor's Office on June 30th each year. The GRANTEE understands and agrees that if the Governor's Office does not approve the DEPARTMENT's request to certify the funds forward, the GRANTEE will not be eligible for reimbursement after the reversion of said funds.
 12. All monies expended by the GRANTEE for the purpose contained herein shall be subject to pre-audit review and approval by the State of Florida Chief Financial Officer in accordance with section 17.03(2), Florida Statutes.
 13. PROJECT funds may be reimbursed for eligible Preagreement Expenses (as defined in s. 62D-5.054(34) of the RULE) incurred by GRANTEE prior to execution of this PROJECT AGREEMENT as set forth in s. 62D-5.055(9) of the RULE. The DEPARTMENT and the GRANTEE fully understand and agree that there shall be no reimbursement of PROJECT funds by the DEPARTMENT for any expenditure made prior to the execution of this PROJECT AGREEMENT with the exception of those expenditures which meet the requirements of the foregoing sections of the RULE.
 14. Prior to commencement of PROJECT development, the GRANTEE shall submit the documentation required by the Florida Recreation Development Assistance Program Development Project Pre-reimbursement/Commencement Documentation Form, DEP Form FPS-A034, referenced in s. 62D-5.058(7)(c) of the RULE, to the DEPARTMENT. Upon determining that the documentation

02/03/2006 #2006-4307
08:46:57AM B-1522 P-181

SUMTER COUNTY, FLORIDA
GLORIA HAYWARD, CLERK OF CIRCUIT COURT

- complies with the RULE, the DEPARTMENT will give written notice to GRANTEE to commence the development and approve the request for payment.
15. The GRANTEE shall obtain all required local, state and federal permits and approvals prior to commencement of project construction and shall certify that it has done so to the DEPARTMENT by completing the Project Permit Certification, FPS-A035, referenced in s. 62D-5.058(7)(c) of the RULE.
 16. This PROJECT AGREEMENT shall become effective upon execution and the GRANTEE shall complete construction of all PROJECT ELEMENTS on or before August 31, 2007 (hereinafter referred to as the PROJECT completion date). The GRANTEE may request up to two (2) one-year extensions from the DEPARTMENT for good cause by submitting a written request to the DEPARTMENT. Such request must be made prior to the PROJECT completion date. However, the GRANTEE understands that if the Governor's Office does not approve the DEPARTMENT's request to certify the funds forward on June 30th of each year, the GRANTEE will not be eligible for reimbursement after the reversion of said funds.
 17. Project completion means the project is open and available for use by the public. Project must be completed prior to release of final reimbursement.
 18. The GRANTEE shall retain all records supporting PROJECT costs for five (5) years after the fiscal year in which the final PROJECT payment was released by the DEPARTMENT or until final resolution of matters resulting from any litigation, claim or audit that started prior to the expiration of the five-year retention period. The DEPARTMENT, State Auditor General, State Chief Financial Officer and other agencies or entities with jurisdiction shall have the right to inspect and audit the GRANTEE's records for said PROJECT during the PROJECT and within the five-year retention period.
 19. In addition to the provisions contained in the paragraph above, the GRANTEE shall comply with the applicable provisions contained in Attachment 1. A revised copy of Attachment 1, Exhibit-1, must be provided to the GRANTEE with each amendment which authorizes a funding increase or decrease. The revised Exhibit-1 shall summarize the funding sources supporting the PROJECT AGREEMENT for purposes of assisting the GRANTEE in complying with the requirements of Attachment 1. If the GRANTEE fails to receive a revised copy of Attachment 1, Exhibit-1, the GRANTEE shall notify the Department's FRDAP Grants Administrator at (850) 245-2501 to request a copy of the updated information.
 20. Following receipt of an audit report identifying any reimbursement due the DEPARTMENT for the GRANTEE's non-compliance with this PROJECT AGREEMENT, the GRANTEE will be allowed a maximum of thirty (30) days to submit additional pertinent documentation to offset the amount identified as being

due to the DEPARTMENT. The DEPARTMENT, following a review of the documentation submitted by the GRANTEE, will inform the GRANTEE of any reimbursement due the DEPARTMENT.

21. The GRANTEE, as an independent contractor and not an agent, representative, or employee of the DEPARTMENT, agrees to carry adequate liability and other appropriate forms of insurance. The DEPARTMENT shall have no liability except as specifically provided in this PROJECT AGREEMENT.
22. To the extent required by law, the GRANTEE will be self-insured against, or will secure and maintain during the life of this PROJECT AGREEMENT, Workers' Compensation Insurance for all of his employees connected with the work of this project and, in case any work is subcontracted, the GRANTEE shall require the subcontractor to provide Workers' Compensation Insurance for all of the subcontractor's employees unless such employees are covered by the protection afforded by the GRANTEE. Such self-insurance program or insurance coverage shall comply fully with the Florida Workers' Compensation law. In case any class of employees engaged in hazardous work under this Agreement is not protected under Workers' Compensation statutes, the GRANTEE shall provide, and cause each subcontractor to provide, adequate insurance satisfactory to the DEPARTMENT, for the protection of its employees not otherwise protected.
23. The purchase of non-expendable equipment is not authorized under the terms of this Agreement.
24. The DEPARTMENT's Grant Manager for the purpose of this PROJECT AGREEMENT shall be responsible for ensuring performance of its terms and conditions and shall approve all reimbursement requests prior to payment. The GRANTEE's Grant Manager, identified in paragraph 25, or successor, shall act on behalf of the GRANTEE relative to the provisions of this PROJECT AGREEMENT. The GRANTEE, shall submit to the DEPARTMENT signed PROJECT status reports every one hundred twenty (120) days summarizing the work accomplished, problems encountered, percentage of completion, and other information which may be requested by the DEPARTMENT. Photographs to reflect the construction work accomplished shall be submitted when the DEPARTMENT requests them.
25. Any and all notices required by this PROJECT AGREEMENT shall be delivered to the parties at the following addresses:

GRANTEE's Grant Manager

DEPARTMENT's Grant Manager

Mr. James Sparks
Director of Community Services
229 East Anderson Avenue
Bushnell, Florida 33513

Rita Ventry
Florida Department of Environmental
Protection
3900 Commonwealth Blvd., MS585
Tallahassee, Florida 32399-3000

26. Prior to final reimbursement, the GRANTEE must erect a permanent information sign on the PROJECT site which credits PROJECT funding or a portion thereof, to the Florida Department of Environmental Protection and the Florida Recreation Development Assistance Program.
27. The DEPARTMENT has the right to inspect the PROJECT and any and all records related thereto at any reasonable time.
28. This Agreement may be unilaterally canceled by the DEPARTMENT for refusal by the GRANTEE to allow public access to all documents, papers, letters, or other material made or received by the GRANTEE in conjunction with this Agreement, unless the records are exempt from Section 24(a) of Article I of the State Constitution and Section 119.07(1), Florida Statutes.
29. Prior to the closing of the PROJECT, the DEPARTMENT shall have the right to demand a refund, either in whole or in part, of the FRDAP funds provided to the GRANTEE for non-compliance with the material terms of this PROJECT AGREEMENT. The GRANTEE, upon such written notification from the DEPARTMENT, shall refund, and shall forthwith pay to the DEPARTMENT, the amount of money demanded by the DEPARTMENT. Interest on any refund shall begin the date that the GRANTEE was informed that a refund was required until refund and interest is paid to the DEPARTMENT.
30. The GRANTEE shall comply with all federal, state and local regulations, rules and ordinances in developing this PROJECT. The GRANTEE acknowledges that this requirement includes compliance with all federal, state and local health and safety rules and regulations including all applicable building codes. The GRANTEE further agrees to include the requirements of this paragraph in all subcontracts made to perform this PROJECT AGREEMENT.
31. The Grantee may subcontract work under this Agreement without the prior written consent of the Department's Grant Manager. The Grantee agrees to be responsible for the fulfillment of all work elements included in any subcontract and agrees to be responsible for the payment of all monies due under any subcontract. It is understood and agreed by the Grantee that the Department shall not be liable to any subcontractor for any expenses or liabilities incurred under the subcontract and that the Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract.

02/03/2006 #2006-4307
08:46:57AM B-1522 P-183

SUMTER COUNTY, FLORIDA
GLORIA HAYWARD, CLERK OF CIRCUIT COURT

02/03/2006 #2006-4307
08:46:57AM B-1522 P-184

SUMTER COUNTY, FLORIDA
GLORIA HAYWARD, CLERK OF CIRCUIT COURT

32. Land owned by the GRANTEE, which is developed or acquired with FRDAP funds, shall be dedicated in perpetuity as an outdoor recreation site by the GRANTEE for the use and benefit of the public as stated in section 62D-5.059(1) of the RULE. Land under control other than by ownership of the GRANTEE, such as by lease, shall be dedicated as an outdoor recreation area for the use and benefit of the public for a minimum period of twenty-five (25) years from the completion date set forth in the PROJECT completion certificate. All dedications must be recorded in the county property records by the GRANTEE. Such PROJECT shall be open at reasonable times and shall be managed in a safe and attractive manner appropriate for public use.
33. Failure to comply with the provisions of the RULE or the terms and conditions of this PROJECT AGREEMENT will result in cancellation of the PROJECT AGREEMENT by the DEPARTMENT. The DEPARTMENT shall give the GRANTEE in violation of the RULE or this PROJECT AGREEMENT a notice in writing of the particular violations stating a reasonable time to comply. Failure to comply within the time period stated in the written notice shall result in cancellation of the PROJECT AGREEMENT and may result in the imposition of the terms in Paragraph 29.
34. In the event of conflict in the provisions of the RULE, the PROJECT AGREEMENT and the Project Application, the provisions of the Rule shall control over this PROJECT AGREEMENT and this PROJECT AGREEMENT shall control over the Project Application documents.
35. If the DEPARTMENT determines that site control is not sufficient under the RULE, the DEPARTMENT shall give the GRANTEE a notice in writing and a reasonable time to comply. If the deficiency is not corrected within the time specified in the notice, the DEPARTMENT shall cancel this PROJECT AGREEMENT.
36. Pursuant to section 216.347, Florida Statutes, the GRANTEE is prohibited from spending FRDAP funds for the purpose of lobbying the legislature, the judicial branch, or a state agency.
37.
 - A. No person on the grounds of race, creed, color, national origin, age, sex, marital status or disability, shall be excluded from participation in; be denied the proceeds or benefits of; or be otherwise subjected to discrimination in performance of this PROJECT AGREEMENT.
 - B. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not award or perform

work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and intends to post the list on its website. Questions regarding the discriminatory vendor list may be directed to the Florida Department of Management Services, Office of Supplier Diversity at (850) 487-0915.

02/03/2006 #2006-4307
08:46:57AM B-1522 P-185

SUMTER COUNTY, FLORIDA
GLORIA HAYWARD, CLERK OF CIRCUIT COURT

38. Each party hereto agrees that it shall be solely responsible for the wrongful acts of its employees and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of section 768.28, Florida Statutes.
39. The employment of unauthorized aliens by any Grantee is considered a violation of Section 274A(e) of the Immigration and Nationality Act. If the Grantee knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement. The Grantee shall be responsible for including this provision in all subcontracts issued as a result of this Agreement.
40. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not perform work as a grantee, contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017, Florida Statutes, for Category Two, for a period of 36 months from the date of being placed on the convicted vendor list.
41. The PROJECT AGREEMENT has been delivered in the State of Florida and shall be construed in accordance with the laws of Florida. Wherever possible, each provision of this PROJECT AGREEMENT shall be interpreted in such manner as to be effective and valid under applicable Florida law, but if any provision of this PROJECT AGREEMENT shall be prohibited or invalid under applicable Florida law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this PROJECT AGREEMENT. Any action hereon or in connection herewith shall be brought in Leon County, Florida unless prohibited by applicable law.
42. No delay or failure to exercise any right, power or remedy accruing to either party upon breach or default by either party under this PROJECT AGREEMENT, shall impair any such right, power or remedy of either party; nor shall such delay or failure be construed as a waiver of any such breach or default, or any similar breach or default thereafter.
43. This PROJECT AGREEMENT is not intended nor shall it be construed as granting any rights, privileges or interest to any third party without mutual written agreement of the parties hereto.

02/03/2006 #2006-4307
08:46:57AM B-1522 P-186

SUMTER COUNTY, FLORIDA
GLORIA HAYWARD, CLERK OF CIRCUIT COURT

44. This PROJECT AGREEMENT is an exclusive contract and may not be assigned in whole or in part without the written approval of the DEPARTMENT.
45. This PROJECT AGREEMENT represents the entire agreement of the parties. Any alterations, variations, changes, modifications or waivers of provisions of this PROJECT AGREEMENT shall only be valid when they have been reduced to writing, duly executed by each of the parties hereto, and attached to the original of this PROJECT AGREEMENT.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

Exhibit G

BUDGET TRANSFER FORM

COPY



Fiscal Year: 2011-2012 Number: F-1 Fund: General

Department: Parks

Fund	Account Number	Account Description	Approved Budget	Transfer Amount	New Available Budget
FROM	001-481-572-4600	Repair and Maintenance	49,180.00	(8,500.00)	40,680.00
TO	001-481-572-4900	Other Current Charges	51,500.00	8,500.00	60,000.00
FROM					
TO					
FROM					
TO					
FROM					
TO					

Brief Justification for Budget Adjustment

Reallocation of funds for reimbursement charges for closing of Cherry Lake Park from the FRDAP Grant.

Routing For Approval

[Signature]
[Signature]

Department Head
 Division Head
 Financial Services Department
 County Administrator

9-21-11 Date
9-21-11 Date
9-21-11 Date

Acct No: 001-481-572-4900 OTHER CURRENT CHARGES
 Fiscal Yr: 2012 Acct Type: X Normal Bal: DB

MONTHLY INFORMATION						
MONTH	ACTUALS	ENCUMBRANCE	TOTALS	BUDGET	BGT ADJ	STATS
OCT						.00
NOV						.00
DEC						.00
JAN						.00
FEB						.00
MAR						.00
APR						.00
MAY						.00
JUN						.00
JUL						.00
AUG						.00
SEP						.00
	CURRENT MO: 9		YEAR-TO-DATE		FISCAL YEAR	
	RE-ENC AMOUNT:		.00		.00	.00
	BUDGET AMOUNT:		51,500.00		51,500.00	.00
	BUDGET ADJUST:		8,500.00		8,500.00	.00
	REVISED BUDGET:		60,000.00		60,000.00	.00
	TOTAL EXPENSES:		.00		.00	.00
	OUTSTAND ENCUMB:		.00		.00	.00
	PRE-ENCUMBRANCE:		.00		.00	.00
	AVAIL BUDGET:		60,000.00		60,000.00	.00
	STATISTICS:		.00		.00	.00

History Totals Account DB-CR Open PO Notes VndInq VndTot BgtItms A/P-Wrk

Press space bar to continue.

Account Number	Descrip	Bgt/Beg Bal	MTD Amt	YTD Amt	Out Enc	Balance	%EXP

	** GRAND TOTAL **	60,000.00	.00	.00	.00	60,000.00	.0

PURCHASE ORDER

PLEASE FURNISH MERCHANDISE BELOW FOR THE ACCOUNT OF

BOARD OF SUMTER COUNTY COMMISSIONERS

54442

910 N. MAIN STREET, ROOM #201

TELEPHONE 352-793-0200

BUSHNELL, FLORIDA 33513-9402

TO

October 10, 2011

Mid State Electric
1612 NE 6th Ave
Ocala FL 34470

DATE _____

DEPT Facilities Development

BY *[Signature]*

FUND	ACCOUNT NO.	QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL PRICE
305-100-519-6400			PO# 54442 Billing address: Board of Sumter County Commissioners Facilities Development 319 E Anderson Ave Bushnell FL 33513 Sheriff's Office and VoIP Generators Board approved contract August 23, 2011 Fiscal Year 2011/2012	233,683.00	233,683.00
				TOTAL	233,683.00

TERMS:

BOARD OF SUMTER COUNTY COMMISSIONERS

DELIVER TO: _____

AUTHORIZED BY: _____

**NOTE: ONLY ORIGINAL INVOICES
WILL BE CONSIDERED FOR PAYMENT**

DISTRIBUTION:

- BLUE COPY - TO BOARD OF COUNTY COMMISSIONERS
- WHITE COPY - TO VENDOR
- CANARY COPY - TO DEPARTMENT HEAD
- GREEN COPY - TO BOARD OF COUNTY COMMISSIONERS

THIS IS TO CERTIFY THAT THE ABOVE GOODS WERE RECEIVED AND THAT THEY WERE OF THE QUANTITY AND QUALITY ORDERED AND PAYMENT FOR SAME IS HEREBY APPROVED.

BY: _____ DATE: _____

OFFICER OR DEPT. HEAD

1. MAIL INVOICE TO BOARD OF COUNTY COMMISSIONERS
2. PLEASE SHOW OUR PURCHASE ORDER NUMBER ON ALL INVOICES
3. EACH SHIPMENT MUST BE COVERED BY A SEPARATE INVOICE
4. THE COUNTY OF SUMTER IS EXEMPT FROM STATE SALES AND USE TAX AND FEDERAL EXCISE TAXES. STATE SALES AND USE TAX CERTIFICATE NUMBER 85-801262366C-3.

**SUMTER COUNTY BOARD OF COMMISSIONERS
EXECUTIVE SUMMARY**

SUBJECT: Professional Service Agreement with Mid State Electric of Ocala, Inc for the Sheriff's Office and VoIP Generators (staff recommends approval)

REQUESTED ACTION: Approval signature

Work Session (Report Only) **DATE OF MEETING:** 8/23/2011
 Regular Meeting Special Meeting

CONTRACT: N/A

Vendor/Entity: Mid-State Electric of Ocala, Inc.

Effective Date: 8/23/2011
Managing Division / Dept:

Termination Date: 1/5/2012
Facilities Development

BUDGET IMPACT: \$233,683.00

Annual **FUNDING SOURCE:** Capital Outlay Reserves
 Capital **EXPENDITURE ACCOUNT:** TBD
 N/A

HISTORY/FACTS/ISSUES:

Through the Request for Written Quote PW-FD# 001-0-2011/DLC, Mid-State Electric of Ocala, Inc has been selected by the reviewing team of Doug Conway, Project Manager, Bob Kegan, Building Official and David Green, Electrical Engineer with Ingenuity Engineers. The selection is based on the attached evaluations by staff and the engineer of record. Mid-State was found to provide the best product for the value. Mid-State Electric met all of the materials and equipment specifications as determined by the engineer and provided all submittal documentation and cost analysis necessary to meet all project requirements.

APPROVED

August 23, 2011

PURCHASE ORDER

PLEASE FURNISH MERCHANDISE BELOW FOR THE ACCOUNT OF

BOARD OF SUMTER COUNTY COMMISSIONERS

54471

910 N. MAIN STREET, ROOM #201

TELEPHONE 352-793-0200

BUSHNELL, FLORIDA 33513-9402

TO

October 11, 2011

URS Corporation
315 East Robinson St, Suite 245
Orlando FL 32801-1949

DATE _____

DEPT. Facilities Development

BY *James Lowmyer*

FUND	ACCOUNT NO.	QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL PRICE
305-200-562-6509			PO# 54471 Billing address: Board of Sumter County Commissioners Facilities Development 319 E Anderson Ave Bushnell FL 33513 Project Management Services on the CDA/VAS Joint Use Facility, Animal Euthanasia Facility and Horse Barn Task Order 08 2011 - 08 Sumter County - RFP #009-0-2011/AT - Project Management Services - Board Approved 6.28.2011 Board Approved Service Agreement 8.23.2011 Fee Proposal Attached Fiscal Year 2011/2012	\$1,080.00	81,080.00
				TOTAL	81,080.00

TERMS:

BOARD OF SUMTER COUNTY COMMISSIONERS

DELIVER TO: _____

AUTHORIZED BY: _____

**NOTE: ONLY ORIGINAL INVOICES
WILL BE CONSIDERED FOR PAYMENT**

THIS IS TO CERTIFY THAT THE ABOVE GOODS WERE RECEIVED AND THAT THEY WERE OF
THE QUANTITY AND QUALITY ORDERED AND PAYMENT FOR SAME IS HEREBY APPROVED.

DISTRIBUTION:

- BLUE COPY - TO BOARD OF COUNTY COMMISSIONERS
- WHITE COPY - TO VENDOR
- CANARY COPY - TO DEPARTMENT HEAD
- GREEN COPY - TO BOARD OF COUNTY COMMISSIONERS

BY: _____ DATE: _____

OFFICER OR DEPT. HEAD

1. MAIL INVOICE TO BOARD OF COUNTY COMMISSIONERS
2. PLEASE SHOW OUR PURCHASE ORDER NUMBER ON ALL INVOICES
3. EACH SHIPMENT MUST BE COVERED BY A SEPARATE INVOICE
4. THE COUNTY OF SUMTER IS EXEMPT FROM STATE SALES AND USE TAX AND FEDERAL EXCISE TAXES. STATE SALES AND USE TAX CERTIFICATE NUMBER 85-801262366C-3.

Rcvd 10-13-11



September 28, 2011

Mr. Douglas L. Conway
Project Manager – Sumter County
319 East Anderson Avenue
Bushnell, FL 33513

Subject: **Sumter County – RFP #009-0-2011/AT – Project Management Services
Facilities Development Task Order 08 2011 – 08
Sumter Citizen Drop Off Area (CDA) and Animal Services Joint Use Facility,
Animal Euthanasia Facility and Horse Barn
Task Order 08 2011 – 08 Revised Fee Proposal**

Dear Mr. Conway,

URS is pleased to submit the following proposal for the Sumter Citizen Drop Off Area (CDA) and Animal Services Joint Use Facility, Animal Euthanasia Facility and Horse Barn. The proposal is based on the Task Order description as provided by Sumter County, the agreed fee schedule and the discussed (5) five month construction schedule. Per discussion with you, this task order will be broken down to (4) four phases: Design Phase Services, Request for Proposal (Contractor) Phase Services, Construction Phase Services and Warranty Phase Services.

Design Phase Services

Design Phase services will include a constructability analysis by the Construction Manager and all associated tasks as listed in the attached Task Order.

Position	Rate	Hours	Extended Total
Sr. Project Manager	\$130/hour	20	\$ 2,600
Total			<u>\$ 2,600</u>

Please note that the Design Phase Services proposal is Not to Exceed and only actual hours utilized will be billed to the County.

Request for Proposal (Contractor) Phase Services

Request for Proposal (Contractor) Phase services will include all associated tasks as listed in the attached Task Order based on a potential 30 calendar day advertisement of the RFP.

Position	Rate	Hours	Extended Total
Sr. Project Manager	\$130/hour	40	\$ 5,200
Total			<u>\$ 5,200</u>

Please note that the Request for Proposal (Contractor) Phase Services proposal is Not to Exceed and only actual hours utilized will be billed to the County.

URS Corporation
315 East Robinson Street, Suite 245
Orlando, FL 32801-1949
Tel: 407.481.8933
Fax: 407.423.2695



Construction Phase Services

Construction Phase services will include all associated tasks as listed in the attached Task Order. Per our conversation, the Base proposal is based on an assumed (5) five month construction schedule. The Project Manager, Office Engineer and Inspector will be dedicated 30% to this task order. The (5) five month schedule calculates to 550 hours.

Base Proposal Position	Rate	Hours	Extended Total
Sr. Project Manager	\$130/hour	165	\$ 21,450
Inspector	\$ 95/hour	165	\$ 15,675
Office Engineer	\$ 95/hour	165	\$ 15,675
Total Base Proposal			<u>\$ 52,800</u>

Please note that the Construction Phase Services proposal is Not to Exceed and only actual hours utilized will be billed to the County.

Warranty Phase Services

Warranty Phase services will include all associated tasks as listed in the attached Task Order based on an assumed period of 2 months at 8 hours per week.

Position	Rate	Hours	Extended Total
Sr. Project Manager	\$130/hour	64	\$ 8,320
Inspector	\$ 95/hour	64	\$ 6,080
Office Engineer	\$ 95/hour	64	\$ 6,080
Total			<u>\$ 20,480</u>

Please note that the Warranty Phase Services proposal is Not to Exceed and only actual hours utilized will be billed to the County.

The total Not to Exceed cost for Task Order 08 2011 – 08 - Sumter Citizen Drop Off Area (CDA) and Animal Services Joint Use Facility, Animal Euthanasia Facility and Horse Barn is **\$81,080**.

Should you have any questions or comments, please feel free to call me at (407) 928-8725 or email me at long_nguyen@urscorp.com.

Sincerely,

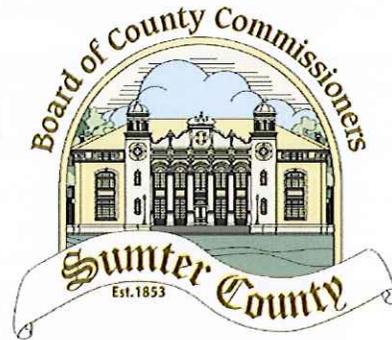
Long H. Nguyen, PE
Senior Project Manager

cc: File

URS Corporation
315 East Robinson Street, Suite 245
Orlando, FL 32801-1949
Tel: 407.481.8933
Fax: 407.423.2695

Facilities Development

319 E Anderson Avenue • Bushnell, FL 33513 • Phone (352) 569-1530
Website <http://sumtercountyfl.gov>



FACILITIES DEVELOPMENT TASK ORDER FORM

FOR URS – CONSTRUCTION MANAGEMENT SERVICE

FD- TASK ORDER # 09 – 2011 – 8

DATE – SEPTEMBER 1, 2011

PROJECT – SUMTER CITIZEN DROP OFF AREA (CDA) AND ANIMAL SERVICES JOINT USE FACILITY , ANIMAL EUTHANASIA FACILITY AND HORSE BARN

PROPOSED SCOPE OF WORK:

URS shall provide all materials, labor, equipment and supervision necessary to achieve the completion of this task order.

The general scope of work, will be to provide Sumter County, with Design Phase Services, RFP phase Services, Construction Phase Services and Warranty Phase Services associated with the design and construction of the Citizen Drop off Area and Animal Services Joint Use Facility, Animal Euthanasia Facility and Horse Barn

Attachments – project drawings

A) Design Phase Services

- 1) Review construction documents and make recommendations with respect to the selection of building systems, components, materials and equipment in terms of which is most cost effective.
- 2) Make recommendations with respect to life cycle cost of the building systems, components, materials and equipment.
- 3) Review all fixtures, equipment, door \ hardware, windows and room finish schedules for completeness.
- 4) Make recommendations with regards to any apparent defect in the design; determine if there are any conflicts between various trades.
- 5) Determine if there are any missing scope gaps between the various trades.

Douglas L Conway, Project Manager
Facilities Development & Maintenance
(352) 569-1532
319 E Anderson Avenue
Bushnell, FL 33513

Bradley S. Arnold,
County Administrator
(352) 689-4400
7375 Powell Road
Wildwood, FL 34785

Richard "Dick" Hoffman, Dist 1
(352) 689-4400
7375 Powell Road
Wildwood, FL 34785

Doug Gilpin, Dist 2
2nd Vice Chairman
(352) 689-4400
7375 Powell Road
Wildwood, FL 34785

Don Burgess, Dist 3
Chairman
(352) 689-4400
7375 Powell Road
Wildwood, FL 34785

Garry Breeden, Dist 4
Vice Chairman
(352) 689-4400
7375 Powell Road
Wildwood, FL 34785

Randy Mask, Dist 5
Office: (352) 689-4400
Home: (352) 793-3930
7375 Powell Road
Wildwood, FL 34785

- 6) Review documents for building code and zoning compliance and all other regulatory agencies having jurisdiction over the project.
- 7) Assist County with the development of a project CPM construction schedule.
- 8) Provide probable cost estimate and compare to project budget.

B) Request for Proposal (Contractor) Phase Services

- 1) Review of bid \ RFP documents for completeness.
- 2) Review of unresolved issues from bids/proposals and providing recommendations on resolution.
- 3) Assist the county and architect with any RFI or document interpretations or clarifications during the RFP process.
- 4) Provide evaluation with request for "product substitutions" during the RFP process.
- 5) Assist with pre-bid conference (if documents require this activity).
- 6) Assist county with evaluation of proposal once they have been received.
- 7) Assist county with evaluation of the construction CPM schedule.

C) Construction Phase Services

1. Update project directory.
2. Review and update project schedules.
3. Follow system of routing for project correspondence and submittals.
4. Create construction contract administration files.
5. Contract administration and site observation responsibilities.
6. With the Project Manager, review and approve or take other appropriate action on Contractor's list of subcontractors and suppliers.
7. Notify the consultant of selected prime contractor(s) and subcontractors when directed.
8. Obtain and review Contractor's submittal schedule; confirm with architect that contractor's schedule can be met.
9. Establish a time for a preconstruction meeting.
10. Establish site observation and project meeting schedules; coordinate inspection requirements.
11. Assist in submitting applications for permanent gas, electric, water, telephone and other services.
12. Tracking of project costs to budget available.
13. Verify each month that the contractor and subcontractor are properly updating the as-builts documents.
14. Evaluate contractor CPM construction schedule each month, necessary to maintain contract completion date, if schedule should slip, provide notification for a "recovery schedule" which will delineate how the contract completion date will be achieved.
15. Advise the county of any building code inspection which are substandard or which were failed.
16. Maintain all test reports for the project as required by the construction documents.

17. Inform Project Manager of progress of projects. Prepare field report of site visits.
18. Obtain and review contractor's updated progress schedule and advise Project Manager of potential revisions to anticipated occupancy date.
19. Prior to first application for payment, receive, review and recommend approval, if appropriate, Contractor's schedule of values.
20. Receive and review the Contractor's application for payment with architect.
21. Verify requirements, if any, for reduction in retainage and have Contractor submit consent of surety documentation.
22. Obtain and review required test reports.
23. Receive contractor's submittal log and monitor the response time from the architect.
24. Review Contractor's proposed cost for changes and recommend response.
25. Respond to the Contractor's punch list of remaining work to be repaired or completed.
26. Ensure reproducible record drawings are received from the Contractor and review for accuracy.
27. Review project close-out documents for completeness and accuracy, to include but not limited to as-builts, shop drawings, operations and maintenance manuals and warranties.
28. Verify the Contractor has obtained a certificate of occupancy or occupancy permit.
29. Review the Contractor's request for final inspection and conduct a field inspection of the project to confirm completion.
30. Prepare final field report.
31. Review the Contractor's application for final payment, including required attachments such as waivers of lien and consent of surety documentation.
32. Review and make recommendation on request for final payment.
33. Assemble and file for future reference complete project and cost records for both construction and professional services.
34. Archive project information and materials.
35. Prior to expiration of the one-year period of corrections, conduct an inspection to determine if any work is required by the Contractor to remedy defects.

D) Warranty Phase

- 1) Coordinate warranty request between the county and the contractor.
- 2) Track warranty request to establish deficiencies patterns with various components.
- 3) Assist with determination with regards to "corrective action" of warranty items.
- 4) Should construction deficiencies or design defects be found which are not a warranty nature, coordinate "corrective action" with the county and the contractor.

ACCOUNT

Acct No: 305-200-562-6509 CDA/AC JOINT USE FACILITY
 Fiscal Yr: 2012 Acct Type: X Normal Bal: DB

MONTHLY INFORMATION

MONTH	ACTUALS	ENCUMBRANCE	BUDGET	BGT ADJ	STATS
OCT	TOTALS				.00
NOV	CURRENT MO: 9	YEAR-TO-DATE		FISCAL YEAR	.00
DEC	RE-ENC AMOUNT:	.00		.00	.00
JAN	BUDGET AMOUNT:	1,016,376.00		1,016,376.00	.00
FEB	BUDGET ADJUST:	.00		.00	.00
MAR	REVISED BUDGET:	1,016,376.00		1,016,376.00	.00
APR	TOTAL EXPENSES:	.00		.00	.00
MAY	OUTSTAND ENCUMB:	.00		.00	.00
JUN	PRE-ENCUMBRANCE:	.00		.00	.00
JUL	AVAIL BUDGET:	1,016,376.00		1,016,376.00	.00
AUG					.00
SEP	STATISTICS:		.00	.00	.00

History Totals Account DB-CR Open PO Notes UndInq UndTot BgtItms A/P-Wrk
 PreEnc Print

Press space bar to continue.