

BOARD OF COUNTY COMMISSIONERS OF BRADFORD COUNTY, FLORIDA

JUNE 3, 2019
9:30 AM

BRADFORD COUNTY COURTHOUSE
945 North Temple Avenue
Starke, Florida 32091

AGENDA

Meeting Called to Order by Chairman Frank Durrance

1. Public Comments:

- Three (3) minutes per speaker;
- Complete and turn in a public comment card to speak;
- State your name and address into the record before speaking;
- Do not speak from the audience;
- Address your questions to the Board, not county staff;
- Refrain from demands for an immediate board response;
- No boisterous behavior; and
- No personal, impertinent or slanderous remarks.

2. Consent Agenda:

A. BOCC Fire Department workshop meeting minutes – 4/22/19.

3. Approve Payment of Bills – Commissioner Daniel Riddick

4. Talia Pate, CareerSource North Central Florida Associate Director – Annual Presentation.

5. Dewayne McBride, CareerSource North Central Florida, Disabled Veteran Outreach Program Presentation.

6. County Attorney's Reports – Will Sexton.

A. A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF BRADFORD COUNTY, FLORIDA AUTHORIZING EXECUTION OF A MASTER LEASE PURCHASE AGREEMENT WITH LEASE SERVICING CENTER, INC. FOR TWO 2020 INTERNATIONAL HV607 GARBAGE TRUCKS.; PROVIDING DIRECTION TO STAFF; AND PROVIDING AN EFFECTIVE DATE.

B. A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF BRADFORD COUNTY, FLORIDA AUTHORIZING EXECUTION OF A TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT WITH THE STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION; PROVIDING FOR THE DESIGNATION OF A SIGNATORY FOR SAID AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

7. Sheriff's Reports – Gordon Smith.

A. A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF BRADFORD COUNTY, FLORIDA CONFIRMING THE PROCLAMATION OF A LOCAL STATE OF EMERGENCY FOR THE PURPOSE OF IMPOSING A BURN BAN IN BRADFORD COUNTY, FLORIDA; AND PROVIDING AN EFFECTIVE DATE.

8. Clerk's Reports– Ray Norman.

9. County Manager's Reports – Brad Carter

A. Community Development Department Presentation – Kelly Canady

B. Consider approval of 2020 Census Complete Count Committee.

C. Provide direction to staff concerning the seeking of liquidated damages from Anderson Columbia Co., Inc. for exceeding the agreed upon contract completion date for Road Construction Project - S.E. 150th Street.

10. Chairman Comments.

11. Commissioners Comments.

BUDGET WORKSHOP IMMEDIATELY FOLLOWING

Notice:

Pursuant to Section 286.0105, *Florida Statutes*, notice is hereby provided that, if a person decides to appeal any decision made by the Board of County Commissioners of Bradford County, Florida with respect to any matter considered at this meeting or hearing, he or she will need a record of the proceedings, and that, for such purpose, he or she may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

Please Note: All meeting locations of the Board of County Commissioners are secured. Firearms and weapons are not permitted.

BOARD OF COUNTY COMMISSIONERS OF BRADFORD COUNTY, FLORIDA

AGENDA ITEM INFORMATION SHEET

DATE: June 3, 2019

AGENDA ITEM: 2(A) Minutes of BoCC 04-22-19 Workshop on Fire Dept.

DEPARTMENT: Clerk to the Board

PURPOSE: Official Meeting Minutes

ASSOCIATED COST(S): N/A

BUDGET LINE (G/L #): N/A

TO BE COMPLETED BY THE COUNTY MANAGER'S OFFICE

RECOMMENDED ACTION: Approve items as part of the Consent Agenda.

AGENDA ITEM APPROVAL

CLERK OF COURTS: By: Maline Steppard DATE: 5-14-19

COUNTY ATTORNEY: _____ DATE: _____

COUNTY MANAGER: _____ DATE: _____

BOARD OF COUNTY COMMISSIONERS MEETING MINUTES

April 22, 2019

Charley E. Johns Conference Center
1610 North Temple Avenue
Starke, FL 32091

Workshop – County Fire Department
6:30 p.m.



PRESENT: Commissioner District 5 Chairman Frank Durrance
Commissioner District 3 Vice-Chairman Chris Dougherty
Commissioner District 1 Commissioner Ross Chandler
Commissioner District 2 Commissioner Kenny Thompson
Commissioner District 4 Commissioner Danny Riddick

ALSO PRESENT: Brad Carter, County Manager; Rachel Rhoden, Deputy County Manager; Will Sexton, County Attorney; Ray Norman, Clerk of Courts; Marlene Stafford, Deputy Clerk; Jim Farrell, Finance Director; Lisa Hall, Finance Clerk; Benji Bennett, Fire Department; Dean Bennett, Facility Maintenance Director; Tyler Roddenberry, I.T. Manager; Ian Waters, Technical Systems Administrator; Ben Riggs, I.T. Support Specialist; Allen Parrish, Emergency Medical Services Director; Major Smith; Lt. Shuford; Sheriff Smith; Teresa Phillips, Tax Collector; and Wendy Russell, Deputy Emergency Management Director.

CALL TO ORDER: Chairman Durrance called the workshop to order at 6:30 p.m.

Chairman Durrance expressed appreciation to the I.T. Department for the installation of the new audio/visual system.

1. DISCUSSION OF COUNTY FIRE DEPARTMENT:

Chairman Durrance introduced Ms. Susan Schell, Safety Program Manager at the Bureau of Fire Standards and Training (State Fire Marshal's Office). Ms. Schell reviewed the basic requirements dictated by state statutes and codes regarding firefighters. Her review was not limited to but included:

- Regulations and protocols to legally fight and extinguish fires.
- Certification requirements and continued training requirements.
- Dangers of and penalties for violating the regulations and protocols.

Ms. Schell concluded by stating that the laws and regulations were not imposed to prohibit volunteer fire departments, but to protect those who serve.

Commissioners' Comments:

Commissioner Riddick presented comments:

- Gave a brief summary of how the county reached this point.
- Addressed false information and innuendo that circulated about former Chief Ware and expressed his disappointment for the loss of Mr. Ware and the numerous firefighters that have also resigned.
- Mr. Ware's plan for improving the Fire Department.
- The proposed fire assessment. Offered an apology for not presenting the proposal clearly.

Commissioner Chandler presented comments:

- Addressed false accusations and lack of communication.
- Apologized for the Commissions' failure to adequately communicate to the public.

Vice-Chairman Dougherty presented comments:

- The proposed fire assessment and the fact that the Board did not have a chance to discuss the proposal to thwart any misconceptions or to regroup.
- The decline in volunteerism in the last two years; what caused the decline and how to improve it.
- Improving the Fire Department progressively instead of developing a monumental Fire Department.
- Examining cut backs (county-wide) to help fund the Fire Department.
- Hybrid fire system.
- \$25.00 per household, per year fire assessment. \$75.00 flat rate per business, per year fire assessment. (These figures were used hypothetically for discussion purposes only.)
- Capital Improvement Plan.

Commissioner Thompson presented comments:

- His disapproval of the amount of the proposed fire assessment.
- His belief that a fire assessment should be decided by the people and not imposed by the Commission.
- Rebuilding volunteerism and certifications.

Chairman Durrance asked those fire fighters present who are Firefighter I or higher and willing to serve as a volunteer to stand; two firefighters responded.

Chairman Durrance presented comments:

- His disapproval of the amount of the proposed fire assessment.
- The cost to provide services.
- Examining the current budget to locate funds to transfer to the Fire Department.
- Consolidation (City of Starke).
- Hybrid fire system.

2. PUBLIC COMMENTS ([Forms](#)):

Upon the Chairman's call for citizens wishing to be heard on the matter, the following individuals appeared and stated their comments and concerns:

**Ed Montaigne
Jeanie Montaigne
Percy Sullivan
Daniel Cook
Bobby Brown
Charles McKinney
Billy Rehberg
David Rogers
Bartow Lee**

**Michael Brown
Mitchell Gunter
Paul Still
Joey Dampier
Tommy Tatum
Edward Siegmund
Paul McDavid
Sharon Clements
Nancy Germano**

**John Robinson
Paul McKinney
Sylvia Tatum
Harold Hill
Gary Faircloth
Mark Williams
Adam Hudson**

3. CLOSING STATEMENTS BY COMMISSIONERS:

Commissioner Chandler expressed appreciation to all who attended the workshop. He vowed to do his best on the Board and do whatever needs to be done to get the department settled to ultimately serve the citizens of Bradford County.

Commissioner Riddick expressed appreciation to Chip Ware, J.F. Miller and Benji Bennett. In order to get the Fire Department back on track, the Board should take steps to get Chip Ware and J.F. Miller to return.

Vice-Chairman Dougherty stated that the immediate task at hand is to figure out how to manage the department right now, to get someone in place who will maintain an adequate level of volunteerism and then develop a program to move forward with a hybrid system to provide fire service to the citizens of Bradford County. He re-addressed his earlier comment of collecting the hypothetical figure of \$25.00 per household per year (\$75.00 flat rate per year for businesses). Over a three-year period, there would be enough money to get the department off the ground.

Chairman Durrance expressed appreciation for the comments and input presented. He concurred with Vice-Chairman Dougherty in that the Board has the responsibility to figure out how to manage the Fire Department.

ADJOURN: There being no further business, the meeting adjourned at 9:03 p.m.

**BOARD OF COUNTY COMMISSIONERS
BRADFORD COUNTY, FLORIDA**

FRANK DURRANCE, CHAIRMAN

ATTEST: _____
RAY NORMAN, CLERK TO THE BOARD

Minutes prepared by Marlene Stafford, Deputy Clerk
Minutes approved by BOCC at the Regular Scheduled Meeting of _____

BOARD OF COUNTY COMMISSIONERS OF BRADFORD COUNTY, FLORIDA

AGENDA ITEM INFORMATION SHEET

DATE: June 3, 2019

AGENDA ITEM 4: CareerSource Annual Presentation

PRESENTER: Talia Pate, Associate Director

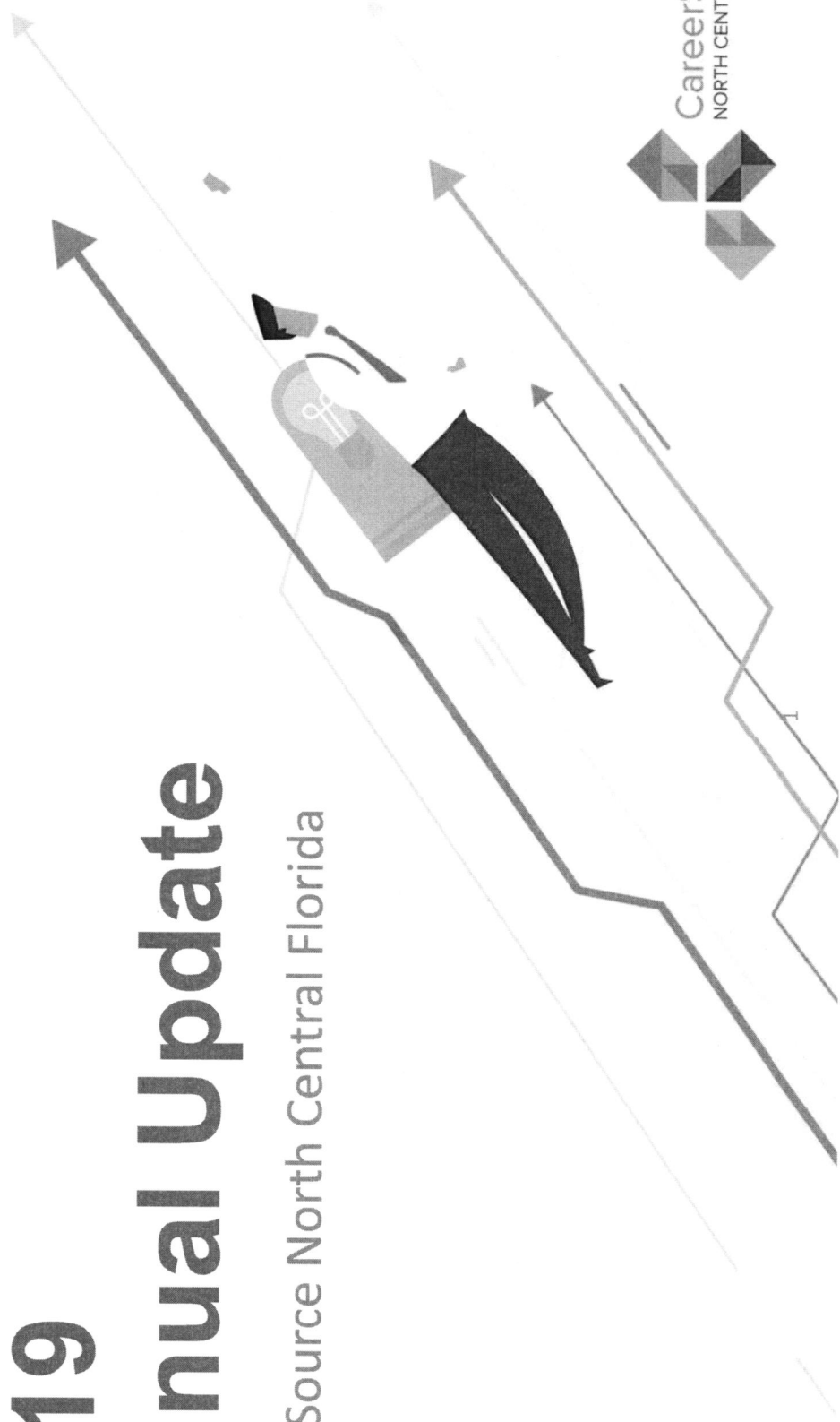
PURPOSE: Annual Presentation

ASSOCIATED COST(S): N/A

BUDGET LINE (G/L #): N/A

2019 Annual Update

CareerSource North Central Florida

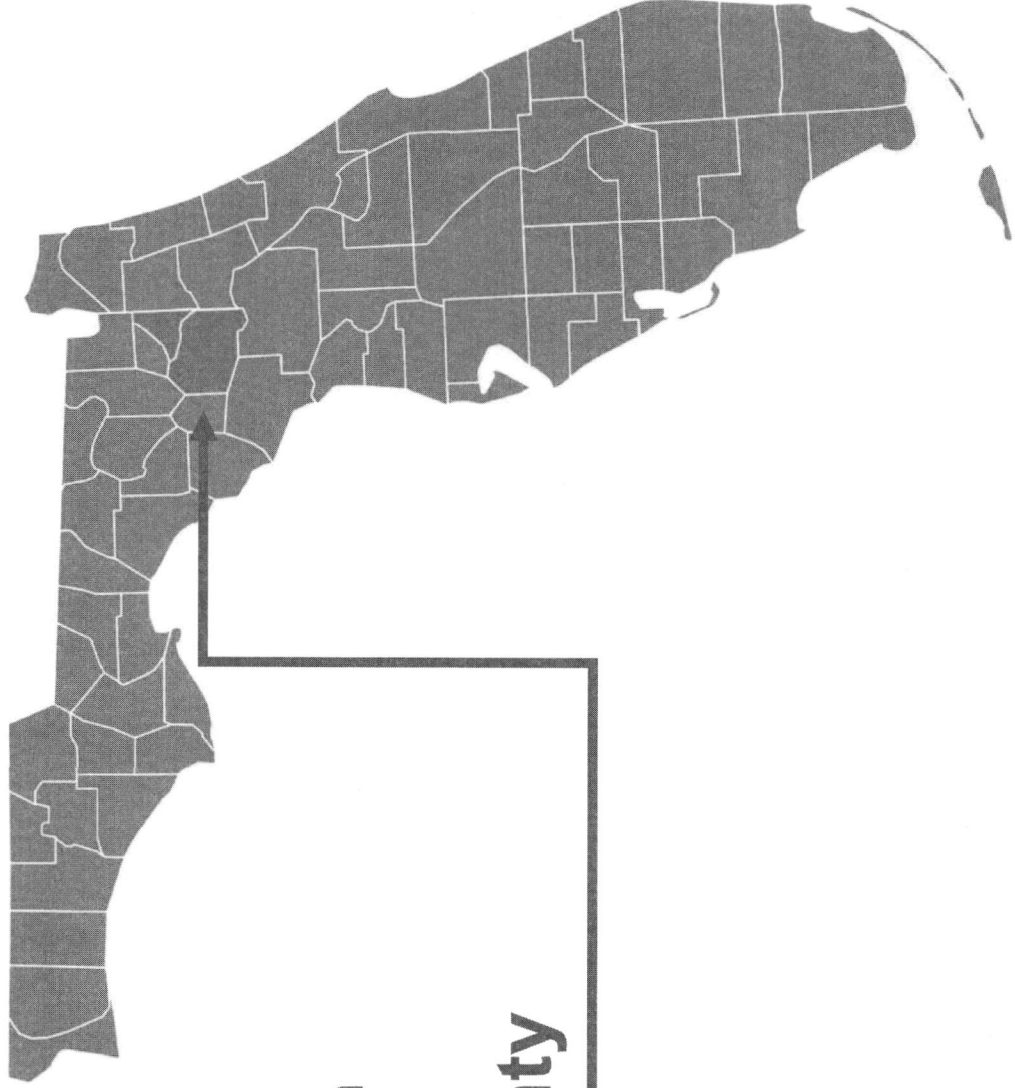




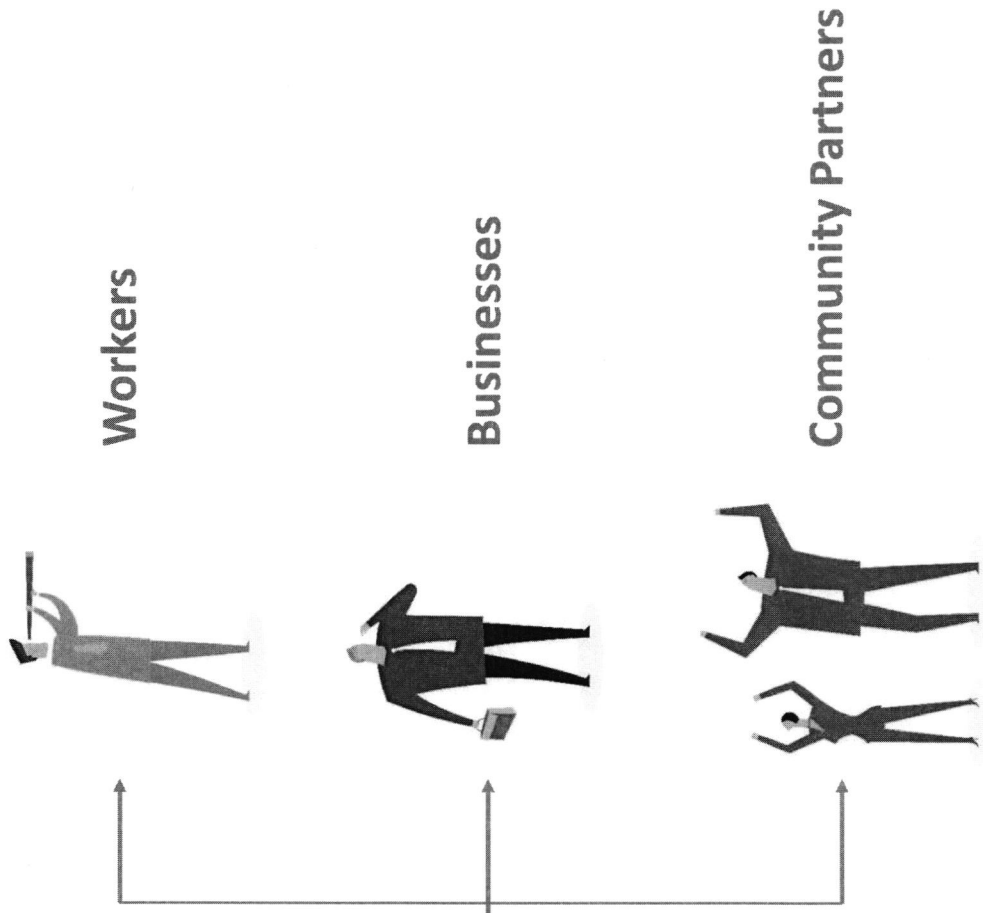
Who are we?

We're where business and talent
development intersect

**Locally-Led, Business-Driven
Alachua
and Bradford County**



Single point of contact

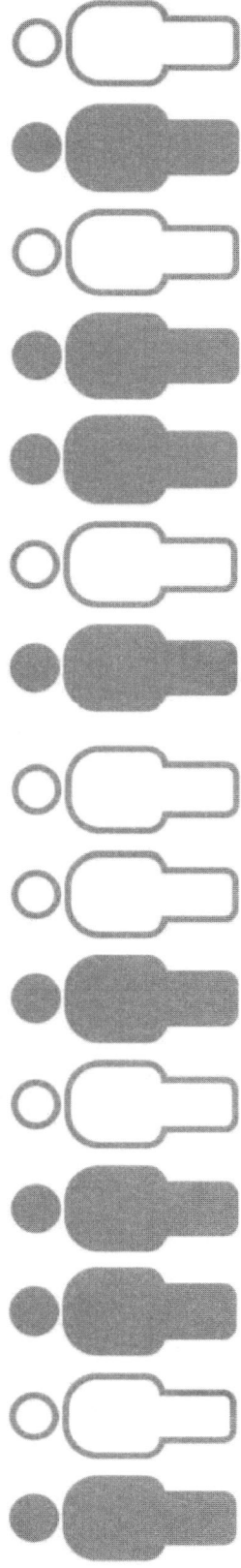


Workers

Businesses

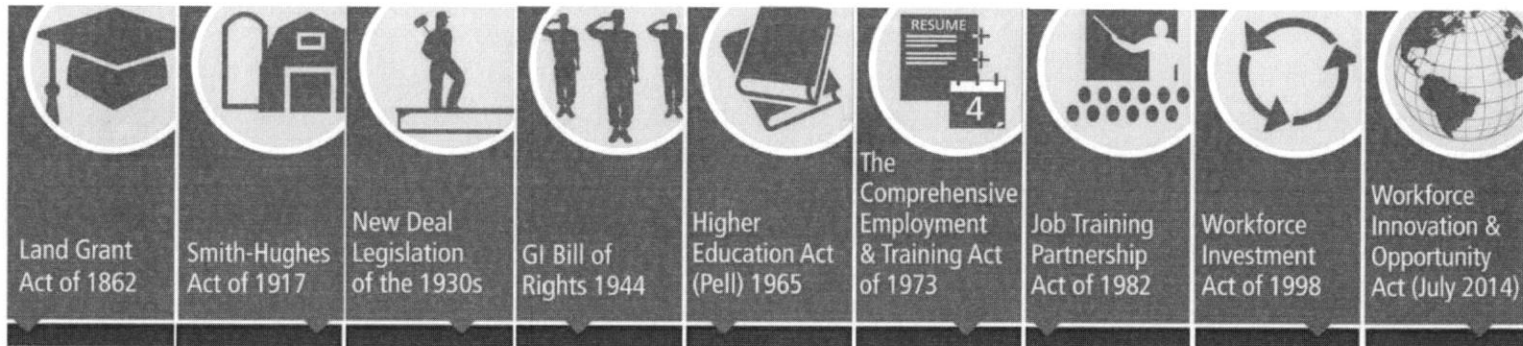
Community Partners

Over 50% of our directors are business executives



**Investing in local jobs and opportunities.
They're paired with leaders in our community's support organizations.
Appointed by County Commissions of Alachua and Bradford counties.**

History of Workforce Policy

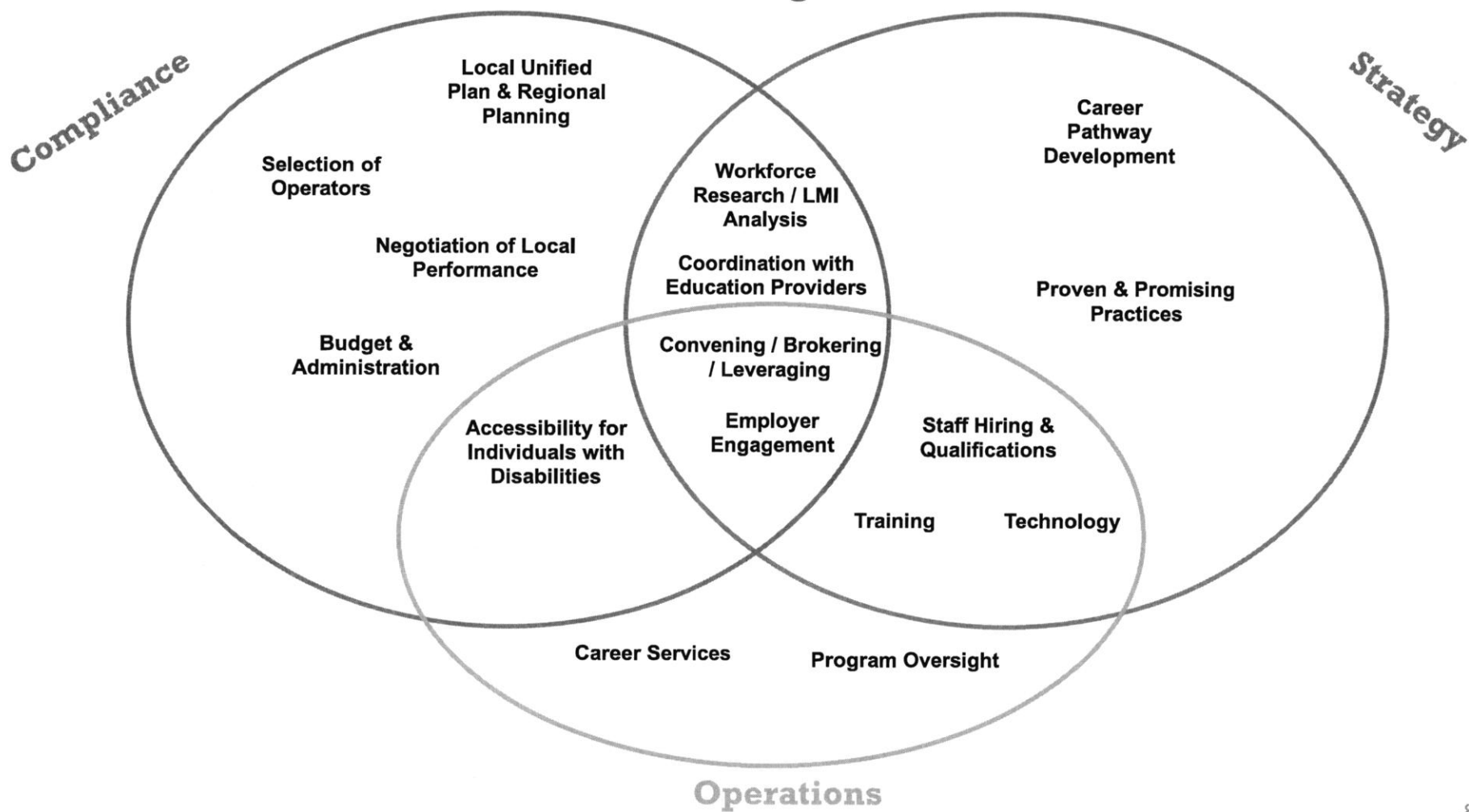


Source: National Association of Workforce Boards

Workforce Board Responsibilities



Put it all together...





The CareerSource Florida Network

CareerSource Florida

*State Policy and
Investment Board*

- Workforce Development
- ✓ Market-Driven Strategies
- ✓ Competitive Projects
- ✓ Training Grants
- Data and Analytics
- Strategic Planning
- ✓ LWDB Local Strategic Plan Approval
- Policy Development
- Funding Allocations
- Chartering LWDBs

Department of Economic Opportunity

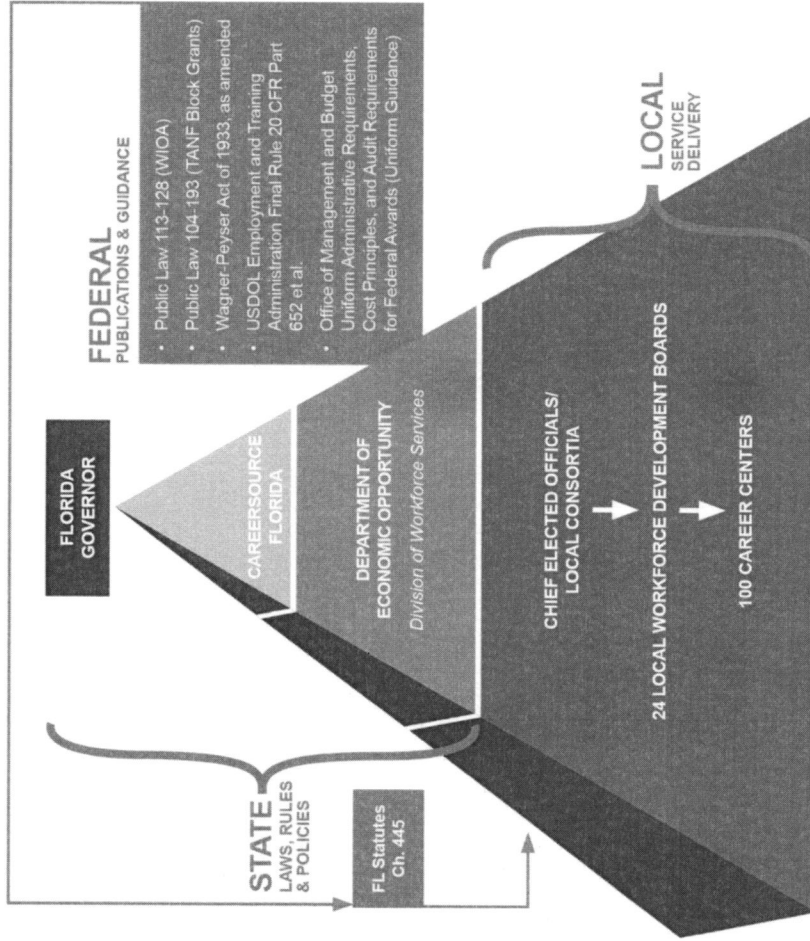
*State Administrative and
Fiscal Agency*

- Program Administration and Guidance
- Program Compliance and Financial Monitoring
- Federal Program Performance and Financial Reporting
- Technical Assistance and Support
- Workforce Staff Training and Development
- Labor Market Information

Local Workforce Development Boards

*Employer and Job Seeker
Service Providers*

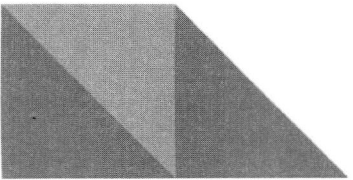
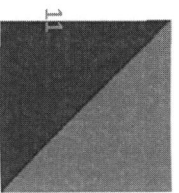
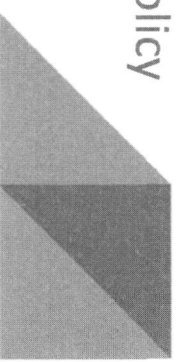
- Workforce Service Delivery to Job Seekers and Employers
- ✓ Career Centers/Operations Oversight
- ✓ Business Services Representatives
- LWDB Strategic Plan Development and Implementation
- Local Compliance, Financial Oversight and Accountability
- Local Workforce Performance and Financial Tracking and Reporting



Current & Past Strategies

2011-Today

1. Leverage entrepreneurship training to help our hardest to serve, grow business, and grow the competitiveness of our workforce.
2. Support and grow “earn-while-you-learn” programs to ensure businesses get access to talent quickly and to provide paid opportunities with real-world experience for our participants.
3. Provide “soft skills” training to ensure participants are ready to serve business needs immediately.
4. Enhance our capacity and efficiency in job matching services to ensure satisfied businesses and provide successful jobseeker outcomes
5. Establish national subject matter expertise on workforce development policy.
6. Shape future direction of workforce, welfare, and education policy at the state and federal levels



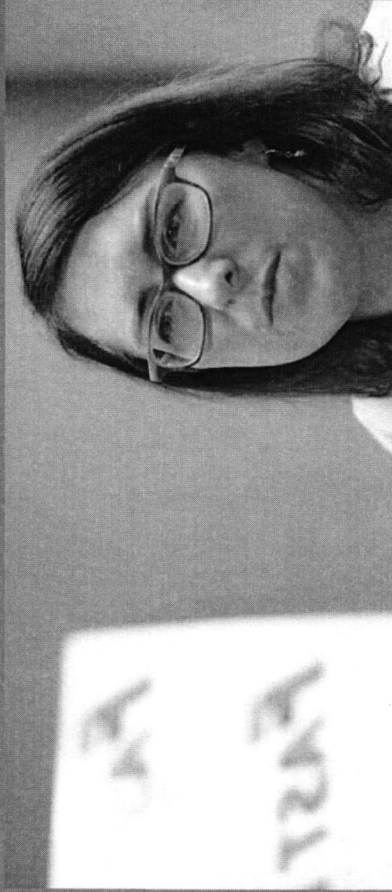


Chamber of Commerce Partnerships

- Fully integrated partners with CareerSource North Central Florida
- One-stop shop for business to recruit, train, and ultimately hire the right candidates for their jobs.
- Get access to our entire suite of programs and services all guided by the expertise of the region's leading business association.
- Custom recruitment events, job fairs, and recruitment plants capitalizing on the full suite of Chamber expertise
- One-of-a-kind relationship in U.S.

SUCCESS STORY

Fast Track



FastTrack Staffing has found it easier than ever to find new hires, thanks to help from CareerSource NCFL.

FastTrack's works with Joe Johnson, Business Services Liaison to CareerSource North Central Florida at the Gainesville Area Chamber of Commerce. Joe keeps in constant contact to let them know about upcoming job fairs and other opportunities they might be interested in and, being at the Gainesville Chamber, is able to better connect FastTrack to the resources they need

in the business community. Through these events, FastTrack is able to attract a pool of potential hires they never would have had access to otherwise.

"It was much more varied than we expected. We had some people on the executive level, we had people looking for entry-level jobs and everything in between," says Mary Beth. "We experienced a larger pool of candidates than we would have expected to meet."



Earn While You Learn Programs

- Earn-while-you-learn programs: HBOTT, STEM Ready, or Opportunity Quest.
- CareerSource NCFL covers the wages of new employees who go to work for your business.
- Employer: Set the wages and the schedule.
- Work to ensure the participant is prepared with everything they need to show up on time and perform without distraction.
- Reduce or eliminate the on-boarding cost of new hires and result in better trained employees.
- Over 80% of our employer customers hire-in participants in our Earn While You Learn programs.
- **Aim at growing small business and startups.**

SUCCESS STORY

David Bechtel

For 20-year-old David Bechtel, job hunting has always been a struggle. "I needed help finding a job, because I have this problem called Asperger's syndrome which makes me uncomfortable in social situations," he says. "It wasn't a very positive thing [for] first impressions, I guess."

David's condition made it hard to connect with employers during job interviews, despite his qualifications and his talent for online work.

That all changed when he found CareerSource NCFL. He enrolled in the Youth Training Program, a week long crash course on how to land a job.

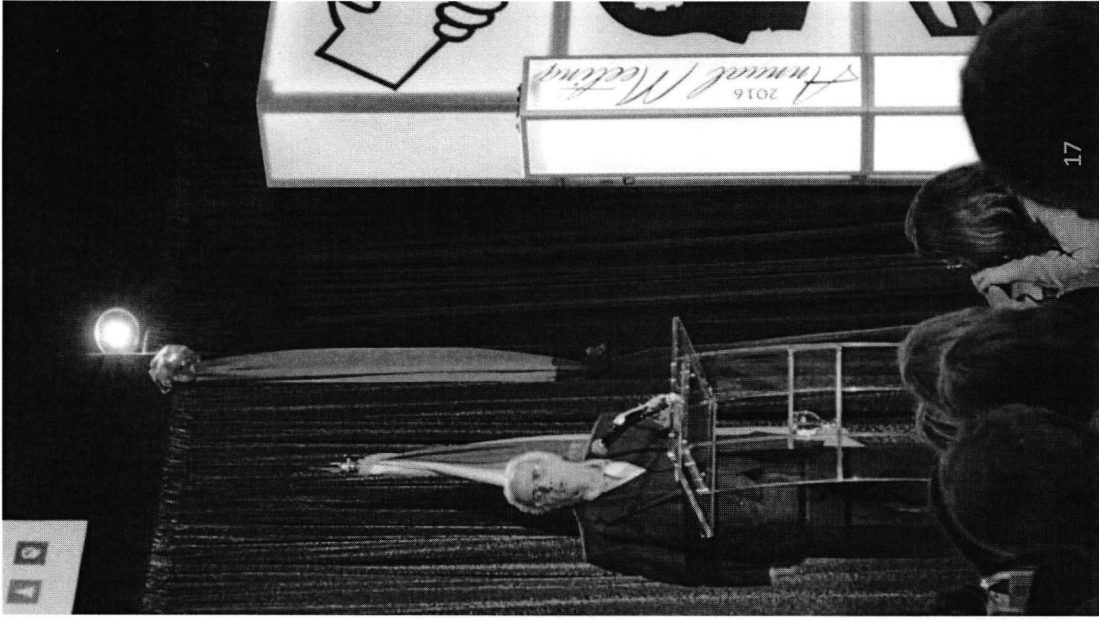
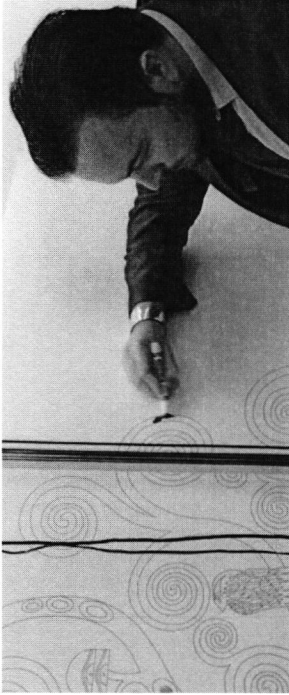
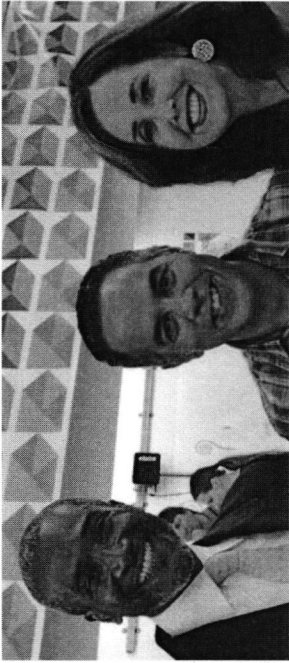
David's case workers understood that he struggled with first impressions, so they went directly to supervisors at potential job opportunities to recommend him for the job. Through this method, CareerSource NCFL was able to facilitate a job for David at the Gainesville Area Chamber of Commerce.





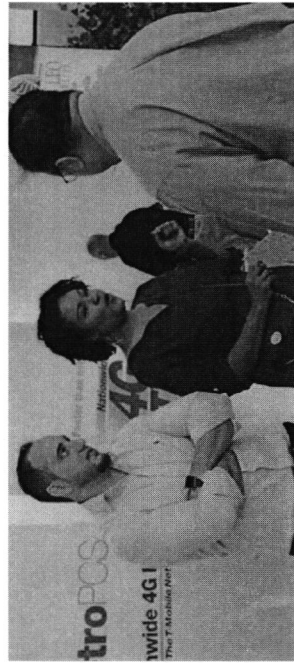
Entrepreneurship & Gig Economy Training

- Designed to help our local workforce area capture the new opportunities created by the economy.
- Developing and integrating self-employment curriculums to increase the availability of self-employed individuals.
- Changes the mindset for participants: Better employees because they've "experienced" being the boss.
- Based on our indicators, these trainings work. Increase wages and time in the workforce.

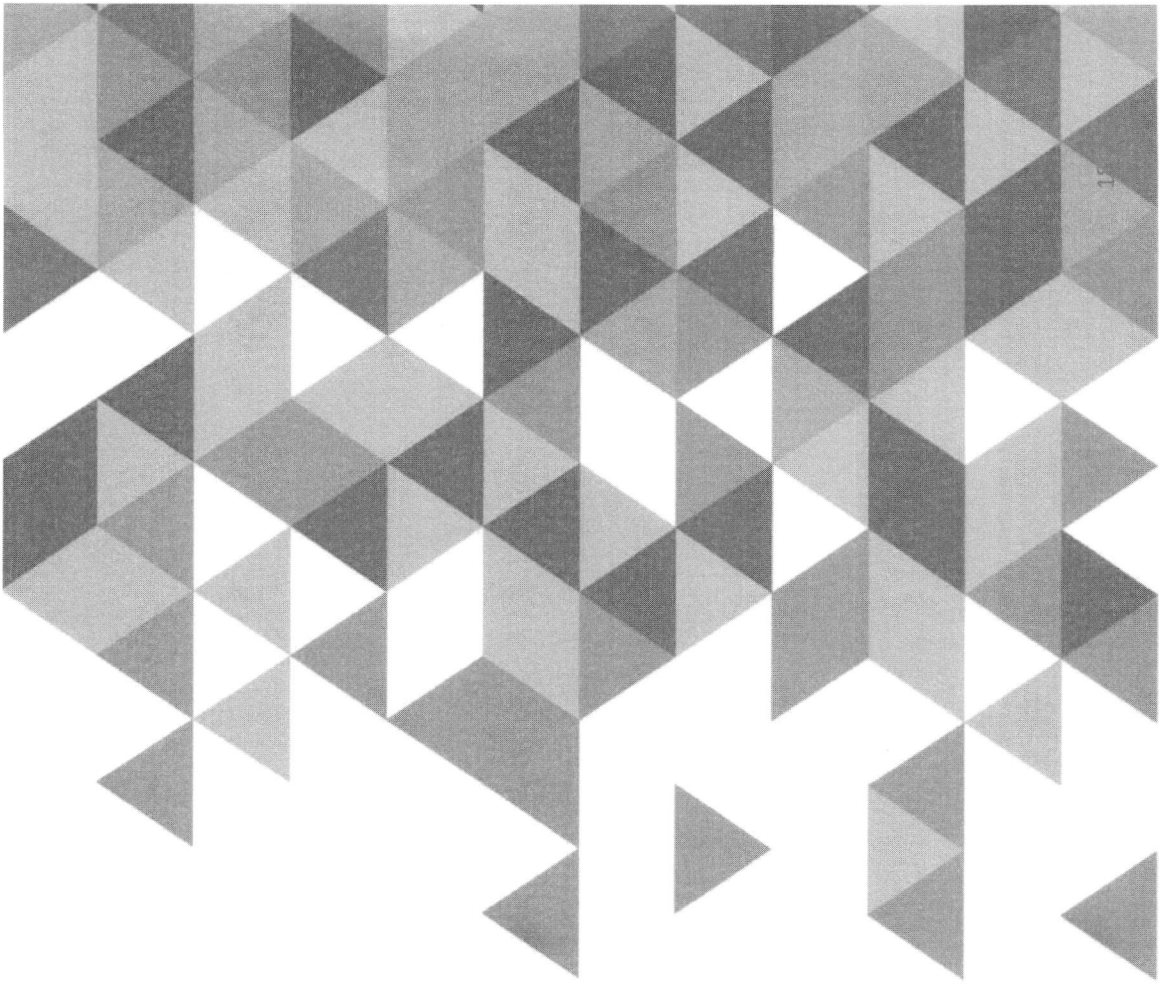


That's the experience and solutions we bring to over

1,000 employers each year.
That's in 1 in 6 businesses



1 in 10 workers in Alachua and Bradford Co.
Will work with CareerSource North Central
Florida



By the Numbers: Jobseekers

July 2017-June 2018

36,467

339

Total Visitors to Career Centers

Total Eligible Youth & Young

Gainesville career center: 29,253

Adults served

Starke career center: 7,214

96.5%

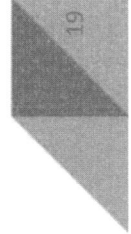
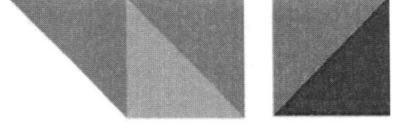
Jobseeker satisfaction rate as measured by surveys

119

STEM Ready interns placed in local businesses.

27%

Percentage of youth (93) in paid work experience internships



By the Numbers: Training

July 2017-June 2018

\$1.7M

Total training dollars invested into classroom, entrepreneurship, and paid work-based learning

\$850,436

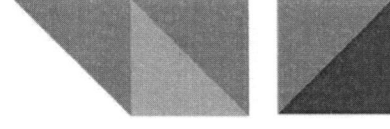
Wages paid for work-based learning for Youth and STEM Ready

\$481,024

Distributed for classroom-based training through Individual Training Accounts

46

Gig economy workshops held to train residents on the future of work



By the Numbers: Business

July 2017-June 2018

1441

Businesses in the region
receiving services from CSNCFL

5059

Total number of job
openings posted

23,695

Referrals to job openings listed
with CSNCFL

98

Paid work experience worksites
eligible to host paid interns

101

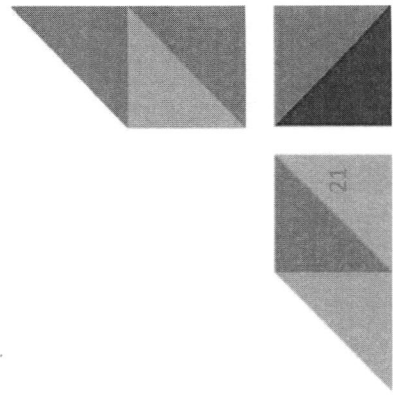
Recruitment events

89%

Business satisfaction rate from
surveys

17

Job fairs

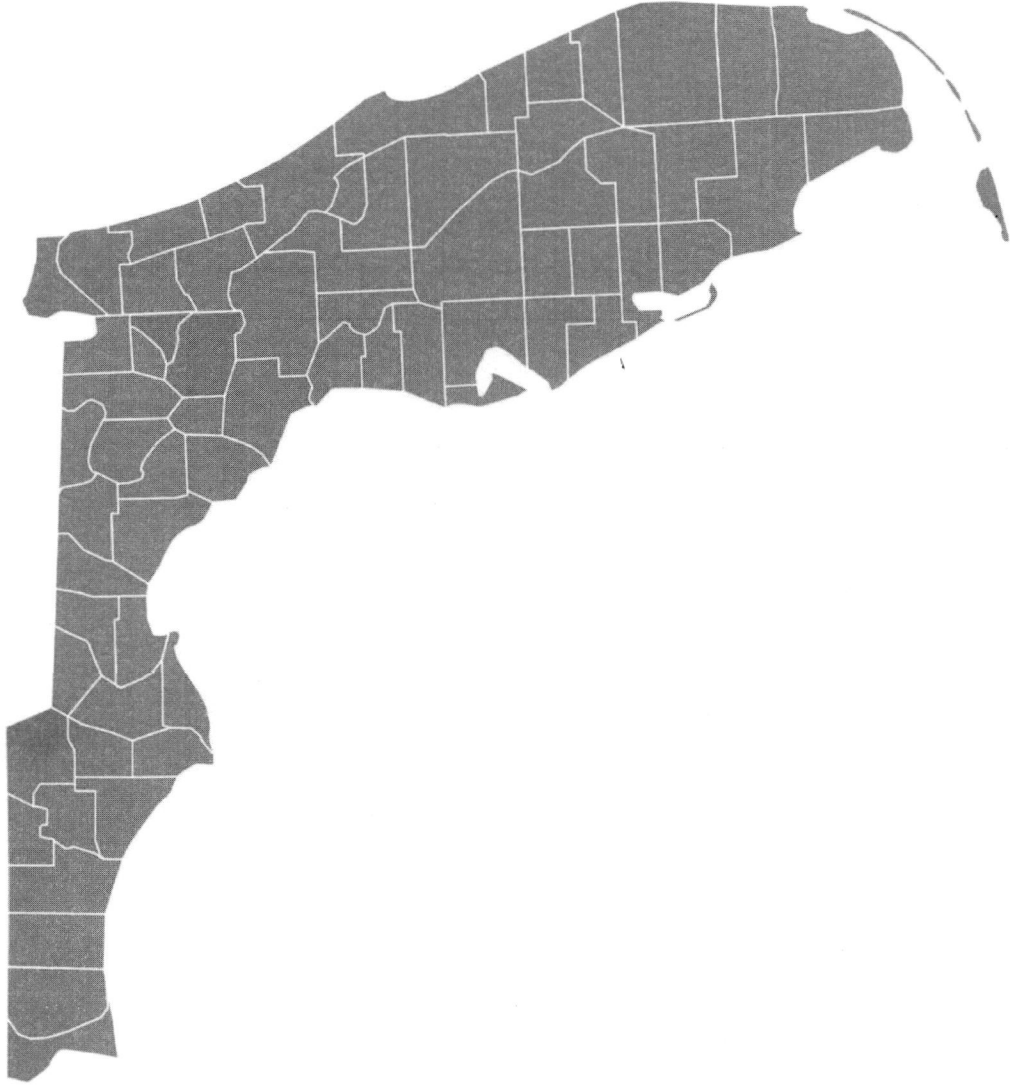


Outcomes & Performance

LWDA 09 Program Year (PY) 2017 - 2018 July 1, 2017 – June 30, 2018	PY 2017 Actual Performance	PY 2017 Performance Targets	PY 2017 Achievement Level	PY 2018 Performance Targets
Adults:				
Employed 2 nd Quarter After Exit	89.60%	86.00%	104.19%	85.00%
Employed 4 th Quarter After Exit	95.80%	72.00%	133.06%	82.50%
Median Wage 2 nd Quarter After Exit	\$10,000.00	\$7,850.00	127.39%	\$7,700.00
Credential Attainment *	81.80%	N/A	N/A	79.00%
Dislocated Workers:				
Employed 2 nd Quarter After Exit	60.00%	83.00%	72.29%	75.00%
Employed 4 th Quarter After Exit	100.00%	62.00%	161.29%	72.00%
Median Wage 2 nd Quarter After Exit	\$11,566.00	\$6,850.00	168.85%	\$8,300.00
Credential Attainment *	100.00%	N/A	N/A	75.00%
Youth Common Measures:				
Education and Employment Rate 2 nd Quarter After Exit	88.50%	73.00%	121.23%	75.00%
Education and Employment Rate 4 th Quarter After Exit	85.70%	64.00%	133.91%	69.00%
Credential Attainment *	90.50%	N/A	N/A	75.20%
Wagner-Peyser:				
Employed 2 nd Quarter After Exit	76.20%	64.00%	119.06%	65.00%
Employed 4 th Quarter After Exit	73.10%	63.00%	116.03%	63.00%
Median Wage 2 nd Quarter After Exit	\$4,956.00	\$4,850.00	102.19%	\$4,850.00

FLORIDA DEPARTMENT of ECONOMIC OPPORTUNITY

Not Met (less than 90% of target)
Met (90-100% of negotiated)
Exceeded (greater than 100% of negotiated)



\$32M in direct federal investment

From US Labor Department since 2011

14-to-1 return on investment

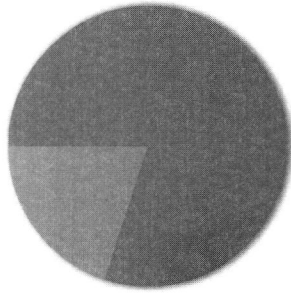
for the State of Florida annually.

\$108 million in annual economic impact.

According to an independent economic analysis²³

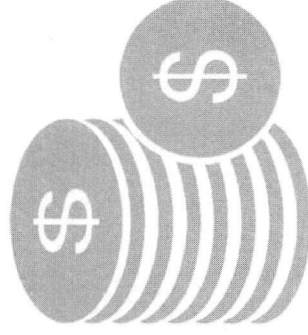
When we work with CareerSource NCFL, we are

Empowering the community to create large-scale local economic impact.



80%

HBOTT participants retained employment at the end of the program.



HBOTT participants earned about

\$48,000/year

after completing the program.

On the Horizon

Strategy

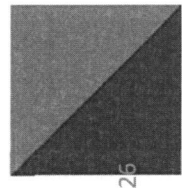
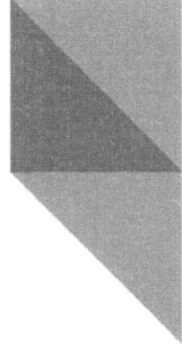
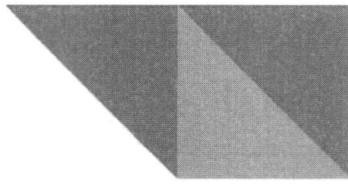
- New Strategic Plan: Working on it now with the Board
- Career Center Enhancements: Updating Gainesville, Relocating Starke
- Gig Economy: Becoming standard business in state and national workforce policy.
- Apprenticeships: How can we expand apprenticeships to small business and non-traditional sectors?
- Expanding the Jobseeker Population
- State Leadership: New Governor, DEO Director, Legislature
- Diversifying Revenue: Expanding to non-federal revenue as it shrinks; Board likely to begin measuring non-federal revenue as a KPI

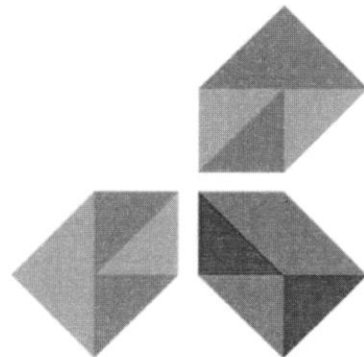
Operational

- Mental Health: 90% of career center staff completed Mental Health First Aid
- Integration of Services at Career Centers: Co-located partners
- Procurements: Career Center & Business Services are out for procurement
- Pilot Funding: Secured \$350,000 in pilot funding to expand services for hard-to-serve populations.
- National Prominence: Board Members and Staff presenting at NAWB, CWA, US Conference of Mayors, and more.

Let's talk.

Frank Avery, Executive Director
(352) 214-5997
favery@careersourcencfl.com





CareerSource

NORTH CENTRAL FLORIDA

A proud partner of the
AmericanJobCenter
network



CareerSource North Central Florida is an equal opportunity employer/program. Auxiliary aids and services are available upon request to individuals with disabilities. All voice telephone numbers may be reached by persons using TTY/TDD equipment via the Florida Relay Service at 711. Programs funded by CareerSource NCFL as a grantee of the U.S. Department of Labor.

Talking Points

Annual update from CareerSource North Central Florida

Bradford BoCC Meeting – May 6, 2019

CareerSource North Central Florida Associate Director, Talia Pate, will present an annual update to the Bradford County Board of County Commissioners.

The Interlocal Agreement — under Florida Statute 163.01 — establishes CareerSource NCFL as a governmental unit and outlines the Board's authority and responsibilities under the supervision of the County Commissions of Alachua and Bradford counties. As such, this presentation is intended to help keep the Commission advised of the activities of the Board.

During this presentation, the following topics will be discussed:

- Recap on the function of the workforce board
- Updates on activities and metrics of the Board
- Updates on upcoming strategies and initiatives

BOARD OF COUNTY COMMISSIONERS OF BRADFORD COUNTY, FLORIDA

AGENDA ITEM INFORMATION SHEET

DATE: May 6, 2019

AGENDA ITEM 9 (A) : Agreement between Bradford County and Florida Homes, Inc for Demo/Replacement to SHIP Demo/Replacement Project-File #2017-8-S

DEPARTMENT: Community Development/SHIP

PURPOSE: The SHIP Demo/Replacement Program allows funding in an amount not to exceed \$84,500.00.

The BOCC approved SHIP Demo/Replacement project application –File 2017-8-S on June 4, 2018. A bid opening for Demo/Replacement to the project was held April 8, 2019 where one bid was received. The lowest bid was received by Florida Homes, Inc.

ASSOCIATED COST(S): \$74,475.00

BUDGET LINE (G/L #): 102-52-554-65965-00 (Demo/Replacement)

BRADFORD COUNTY
STATE HOUSING INITIATIVE PARTNERSHIP PROGRAM
AGREEMENT FOR CONSTRUCTION OF DWELLING UNIT

THIS AGREEMENT is made this 6th day of May 2019 by and between Clarence DeSue III, 1306 Estelle Street, Starke, Florida 32091, hereinafter referred to as the "Owner" Florida Homes, Inc., 13919 NW 145th Avenue, Alachua, Florida 32615, hereinafter referred to as "Contractor", with the Bradford County Board of County Commissioners, P. O. Drawer B, Starke, Florida 32091, hereinafter referred to as the "County" acting as the Owner's agent.

WITNESSETH, that the Owner does hereby employ the Contractor pursuant to the Bradford County Local Housing Assistance Plan to do all work and provide all materials, tools, machinery, supervision, etc. necessary for the construction of a single family dwelling unit to be located on the property: and described as follows:

Beginning at the NW corner of the SW ¼ of the SW ¼ of Section 22, Township 6 South, Range 22 East and run East along the quarter section line 520 feet to a point of beginning, thence run South 100 feet, thence run East parallel to quarter section line 50 feet, thence run North to quarter section line 100 Feet, thence West 50 feet to the point of beginning, all lying and being Bradford County, Florida. Less and except any existing road right of ways. Property location 1306 Estelle St, Starke, FL 32091

for the total sum of seventy-four thousand, four hundred, seventy-five dollars and No Cents (\$74,475.00), all in accordance with the Bid Proposal described as follows: Demolish the existing dwelling unit and construct a minimum 900 square foot dwelling unit, including appliances in accordance with State and local regulations but not limited to the Florida Building Code, including connection to utilities, as specified in New Construction Services Specifications attached hereto and made a part by

reference. This contract is fully funded with funds from the Bradford County State Housing Initiative Partnership (SHIP).

Section 1. Quality of Workmanship.

The Contractor does hereby agree that he/she will perform the work diligently and in a good workmanship manner, using the materials specified or materials of at least equal or greater quality.

Section 2. Permits, Plans and Surveys.

The Contractor shall be responsible for obtaining all necessary permits for the work to be performed. The work being done or any part thereof shall not be deemed complete until the Owner and the County as the Owner's Agent have accepted it as satisfactory. The Contractor must provide building plans, including foundation plan, roof truss specifications, and typical wall section for structure as per Florida Building Code at the time application is made for a building permit. If the property is located in a flood prone area, the Contractor must provide elevation survey sealed by registered land surveyor to comply with local flood hazard regulations upon completion for construction.

Section 3. Protection for Adjacent Property.

When adjacent property is affected or endangered by any work done under this Contract, it shall be the responsibility of the Contractor to take whatever steps are necessary for the protection of the adjacent property and to notify the Owner and County thereof of such hazard.

Section 4. Restriction on Subletting of Agreement.

The Contractor hereby agrees not to assign or sublet this Contract without the written consent of the Owner and County. The request for assignment shall be addressed to the County c/o Bradford County SHIP Program.

Section 5. Replacement of Contractor upon Breach

In the event of any breach of this contract, the Owner and County may, at their option, engage the services of another contractor to complete the work and deduct the cost of such completion from the amount due the Contractor hereunder.

Section 6. Schedule of Payments.

Payments shall be made in accordance with the following conditions:

100% demolition costs only when the demolition is completely satisfactorily.

10% upon completion of slab

20% when residence is dried in (roof and windows)

20% when drywall is complete

40% when cabinets are installed

10% retainage, shall be made after the forty-five (45) days from the date of the signing of the notice of Acceptance of Work if all outstanding warranty items have been addressed by the contractor to the satisfaction of the Owner and County.

Section 7. Indemnification by Contactor.

The Contractor covenants and agrees to, and does hereby indemnify and hold harmless and defend the Owner and the County, their agents, servants or employees, from and against any and all claims for injuries or damages to persons or property of whatsoever kind or character, whether real or asserted, arising out of this Contract for the work to be performed hereunder. The Contractor hereby assumes all liability and responsibility for injuries, claims or suits for damages, to persons or property of whatsoever kind or character, whether real or asserted, occurring during the time the work is being performed and arising out of the performance of same.

Section 8. Indemnification by Owner.

The Owner covenants and agrees to, and does hereby indemnify and hold harmless and defend the County, its agents, servants or employees, from and against any and all claims of whatever nature by third parties arising out of the performance under this Contract.

Section 9. Securing of Insurance Prior to

Neither the Contractor nor any subcontractor shall commence work under this Contract until all insurance required under this paragraph has been secured and such insurance has been approved by the County.

Section 10. Maintain of Workers Compensation Insurance.

The Contractor shall take out and maintain during the life of this contract, Workmen's Compensation Insurance for all of his employees at the site of

the project or provide proof of exemption; and in case any work that is sublet, the Contractor shall require the subcontractor similarly to provide Workmen's Compensation Insurance for all the latter's employees.

Section 11. Maintain of Liability Insurance.

The contractor shall take out and maintain during the life of this contract, such public liability and property damages insurance as shall protect him and any subcontractor performing work covered by this contract from claims for damages or personal injury, including accidental death, as well as from claims for property damage which may arise from operation under this contract, whether such operation be by himself or by one directly or indirectly employed by either of them; and the amounts of such insurance shall be as follows:

Section 12. Policy Limits for Liability Insurance.

Public Liability Insurance in an amount not less than \$100,000 dollars for injuries, including accidental death, to any one person; and in an amount of not less than \$200,000 on account of one accident.

Property Damage Insurance in an amount not less than \$100,000 for damages to any one item; and in an amount of not less than \$200,000 on account of one accident.

Section 13. Maintain of Fire and Extended Coverage Insurance.

It is further agreed that the Contractor, at his/her sole cost and expense, shall acquire and maintain fire and extended coverage insurance upon the entire structure on which the work on this Contract is to be done, to one hundred percent (100%) of the insurable value, on a form of policy approved by the State of Florida or an agency duly

delegated by him/her for insuring such a risk in the State of Florida. Loss, if any, is to be payable to the Owner having legal title to the property that is to be rehabilitated, except in such cases as may require payment of the proceeds of such insurance to a mortgage at his/her interests may appear.

Section 14. Commencement and Duration of Project.

It is agreed that the County is hereby obligated to issue a written Notice to Proceed order to the Contractor following execution of this contract. It is further agreed that the Contractor will, after the receipt of such order, begin the work to be performed under this contract. The Contractor hereby agrees to complete the same within 60 days, from the date of the Notice to Proceed, time being of the essence. Failure to satisfactory complete the rehabilitation work within allowed time of performance shall subject the Contractor to pay the Owner and/or the County liquidated damages in the amount of fifty dollars (\$50.00) for each consecutive calendar day thereafter that the rehabilitation work has not been completed.

Section 15. Guarantee of Improvements.

Contractor hereby guarantees the improvements herein provided for, for a period of one year from the date of final acceptance of all work required by this Contract. It is further agreed that the Contractor will furnish the Owner with all manufacturers' and suppliers' written guarantees and warranties covering materials and equipment furnished under this contract.

Section 16. Cleanliness of Work Premises.

The Contractor shall at all times keep the premises free from accumulations of waste materials or rubbish caused by his employees at work and at the completion of

the work he shall remove all his rubbish from and about the building and all his tools, scaffolding and surplus materials and shall leave his work "broom clean" or its equivalent. It is further agreed that all materials, and equipment that have been removed and replaced as a part of the work hereunder shall belong to the Contractor.

Section 17. Final Inspection and Final Payment.

Final payment of the Contract amount will be made only after final inspection and acceptance of all work to be performed by the Contractor, and the Contractor provides to the County satisfactory releases of liens or claims for liens by the Contractor, subcontractors, laborers and material suppliers.

Section 18. Entirely of Agreement.

This instrument constitutes the entire agreement between the parties and no written or oral agreement of any kind exists to change the provisions hereof. No other work shall be done, nor additional monies paid, unless provided for in a previously written contract, signed by the parties hereto, and approved in writing by the County.

Section 19. Termination of Agreement.

In the event that any of the provisions of this Contract are violated by the Contractor, or by any of his/her subcontractors, the Owner may serve written notice upon the Contractor of its intention to terminate the Contract, such notices to contain the reasons for such intention to terminate the Contract, and unless within 10 days after the serving of such notice upon the Contractor, such violation or delay shall cease and satisfactory arrangements of correction be made, the Contract shall, upon the expiration

of said 10 days, cease and terminate. If this Contract is terminated by the Owner, the Contractor will be paid for work satisfactorily completed up to the termination date.

Section 20. Termination for Convenience of the Owner.

The Owner may terminate this Contract at any time by giving at least 10 days notice in writing to the Contractor. If this Contract is terminated by the Owner, the Contractor will be paid for work satisfactorily completed up to the termination date.

Section 21. Termination by Contractor.

The Contractor may terminate this Contract at any time because of circumstances beyond the control of the Contractor by giving at least 10 days notice in writing to the Owner and County. If this Contract is terminated by the Contractor, the Contractor will be paid for work satisfactorily completed up to the termination date.

Section 22. Inspection by County Building Official.

The County Building Official shall give all orders and directions contemplated under this Contract relative to the execution of the work. The County Building Official shall determine the amount, quality, acceptability, and fitness of the work and materials which are to be paid for under this Contract and shall decide all questions which may arise in relation to said work and the construction thereof. The estimates and decisions of the County Building Official shall be final and conclusive, except as herein otherwise expressly provided. In case any question shall arise between the parties hereto relative

to said Contract, the determination or decision of the County Building Official shall be a condition precedent to the right of the Contractor to receive any money or payment for work under this Contract affected in any manner or to any extent by such question.

Section 23. Exclusive Nature of SHIP Work.

The Owner agrees to not perform or have performed any work on the structure during the period that the State Housing Initiative Partnership Program work is being performed under this contract.

The owner agrees to vacate the property during the period the work is being performed under this contract. The owner further agrees to only visit the property once a week at a time mutually agreed upon by the Owner and the Job Superintendent for the Contractor. During such visits, the Job Superintendent for the Contractor shall be available to review work to date and answer questions that the Owner may have concerning work completed to date.

EXECUTED AT Starke, Florida, this ____ day of _____ 2019.

Owner:

Witness

Witness

Contractor: Florida Homes, Inc.

Witness

Witness

Chairman:

Witness

Witness

CORPORATE CERTIFICATION

I, William C. Herring III, hereby certify that I am the President of the corporation named as Contractor herein and that William C. Herring III, who signed this Contract on behalf of the Contractor, was then President of said corporation and that said Contract was and is within the scope of his/her corporate powers.

William C. Herring III, President
Type Name and Title of Corporate Official

Corporate Official's Signature

CERTIFICATION OF COUNTY ATTORNEY

I, the undersigned, Will Sexton, the duly authorized and acting legal representative of Bradford County, Florida, do hereby certify, as follows:

I have examined the attached contract and the manner of execution hereof and I am of the opinion the foregoing agreement constitutes valid and legally binding obligations upon the parties executing the same in accordance with terms, conditions, and provisions thereof.

Will Sexton, County Attorney

Date

BOARD OF COUNTY COMMISSIONERS OF BRADFORD COUNTY, FLORIDA

AGENDA ITEM INFORMATION SHEET

DATE: June 3, 2019

AGENDA ITEM 6 (A): A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF BRADFORD COUNTY, FLORIDA AUTHORIZING EXECUTION OF A MASTER LEASE PURCHASE AGREEMENT WITH LEASE SERVICING CENTER, INC. FOR TWO 2020 INTERNATIONAL HV607 GARBAGE TRUCKS.; PROVIDING DIRECTION TO STAFF; AND PROVIDING AN EFFECTIVE DATE.

DEPARTMENT: County Manager

PURPOSE:

On May 6, 2019, the Board of County Commissioners approved a lease/purchase agreement proposal for two (2) International HV607 Garbage Trucks for the Solid Waste Department with five (5) annual payments in the amount of \$64,948.

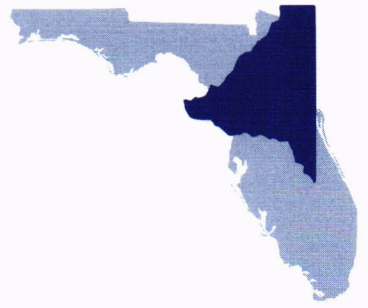
Attached is to this AIIS is the official lease agreement for Board approval.

Resolution executing this agreement will be completed and available at the county commission meeting.

ASSOCIATED COST(S): Five (5) annual payments in the amount of \$64,978.00

BUDGET LINE (G/L #): N/A

OFFICE OF THE COUNTY ATTORNEY
BRADFORD COUNTY, FLORIDA



WILLIAM E. SEXTON
COUNTY ATTORNEY

May 24, 2019

Lease Servicing Center, Inc.
220 22nd Ave E., Suite 106
Alexandria, Minnesota 56308

RE: Bradford County, Florida – Lease Servicing Center, Inc.
Solid Waste Department – Vehicle Leases (2019)
Lease Schedule Number 1 (May 16, 2019)
Master Lease Purchase Agreement (May 16, 2019)

To Whom It May Concern:

I write as counsel for the Board of County Commissioners of Bradford County, Florida and on their behalf with regard to the above-referenced matter.

I have acted as counsel to the Board of County Commissioners in connection with the above-referenced transaction. In such capacity, I have reviewed the following:

1. An executed counterpart of a certain *Master Lease Purchase Agreement*, dated May 16, 2019 (hereinafter referred to as the “Agreement”) , by and between Lease Servicing Center, Inc. (hereinafter referred to as “Lessor”) and Lessee and an executed counterpart of *Lease Schedule Number 1*, dated May 16, 2019 (hereinafter referred to as the “Lease Schedule”), by and between Lessor and Lessee, which, among other things, provides for the lease of certain property listed in the Lease Schedule (hereinafter referred to as the “Equipment”) and a certain *Escrow Agreement* dated May 16, 2019 (hereinafter referred to as the “Escrow Agreement”), among Lessor, Lessee, and City National Bank of Florida, as escrow agent;
2. An executed counterpart of the ordinances or resolutions of Lessee which, among other things, authorize Lessee to execute the Agreement and the Lease Schedule; and
3. Such other opinions, documents and matters of law as I have deemed necessary in connection with the following opinions.

The Lease Schedule and the terms and provisions of the Agreement incorporated therein by reference together with the Rental Payment Schedule attached to the Lease Schedule are herein referred to collectively as the “Lease”, and the Lease and the Escrow Agreement are referred to collectively as the “Transaction Documents.” Terms capitalized in this opinion but not defined herein shall have the meanings assigned to them in the Lease.

Based upon the above and foregoing, I am of the opinion that:

1. Lessee is a political subdivision of the State of Florida within the meaning of Section 103(c) of the *Internal Revenue Code* (1986) of the United States of America, as amended, and is duly organized, existing and operating under the Constitution and laws of the State of Florida;
2. Lessee has the requisite power and authority to lease and acquire the Equipment and to execute and deliver the Transaction Documents and to perform its obligations under the Lease;
3. Each of the Transaction Documents 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 Transaction Documents 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 Transaction Documents 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; and
6. There is no proceeding pending or threatened in any court or before any governmental authority or arbitration board or tribunal that, if adversely determined, would adversely affect the transactions contemplated by the Transaction Documents or the security interest of Lessor or its assigns, as the case may be, in the Equipment or other collateral thereunder.

Bradford County, Florida
Solid Waste Department – Vehicle Leases (2019)
Attorney Opinion Letter – May 24, 2019
Page 3 of 3

This opinion may be relied upon by the addressee hereof and its successors and assignees of interests in the Transaction Documents.

Sincerely,



William E. Sexton

cc: Ray Norman, Clerk to the Board
Brad Carter, County Manager
Jason Dodds, Road Superintendent

Bradford County
\$297,720.00
Lease Purchase Financing
May 16, 2019

Closing Documents

1. Master Lease Purchase Agreement – attached for execution
2. Lease Schedule No. 1 – attached for execution
 - a. Equipment Description
 - b. Payment Schedule
3. Escrow Agreement – attached for execution
4. Incumbency Certificate of Lessee – attached for execution
 - a. Resolution of Governing Body of Lessee
5. Tax Certificate – attached for execution
6. Opinion of Counsel to Lessee – Lessee to provide “form of” attached
7. Evidence of Insurance – Lessee to provide. Insurance sheet attached.
8. IRS Form 8038-G – Lessee to provide signed copy at close.
 - a. Evidence of Lessee filing – within 30 days of close.
9. Payment Proceeds Letter – attached for execution.
10. Notice and Acknowledgement of Assignment – attached for execution

Please print single-sided only and sign with ink pen.

Include in the return documentation a check in the amount of \$250.00 made payable to Lease Servicing Center, Inc. dba National Cooperative Leasing. This is your one-time escrow fee.

Please call me at 320-763-7600 with any questions you may have and thank you for your business. We hope to continue to work with your company for many years to come. Please let us know if we can be of any assistance in the future!

Sincerely,

Jered Freudenberg

Enclosures

MASTER LEASE PURCHASE AGREEMENT

This Master Lease Purchase Agreement (this "Agreement"), dated as of May 16, 2019, is made and entered into by and between Lease Servicing Center, Inc. ("Lessor"), and Bradford County, a political subdivision of the State of Florida ("Lessee").

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

1. LEASE OF EQUIPMENT; FUNDING

1.1. Lease; Possession and Use. Lessor hereby agrees to sell, transfer and lease to Lessee, and Lessee hereby agrees to acquire, purchase and lease from Lessor the property described in each Lease Schedule (defined herein) executed and delivered by Lessor and Lessee, upon the terms and conditions set forth herein, together with all attachments, additions, accessions, parts, repairs, improvements, replacements and substitutions thereto (the "Equipment"). Each Lease executed and delivered by Lessor and Lessee pursuant to this Agreement shall constitute a separate and independent lease and installment purchase of the Equipment described therein. This Agreement is not a commitment by Lessor to enter into any Lease and nothing in this Master Lease shall be construed to impose any obligation upon Lessor to enter into any proposed Lease. The decision whether Lessor enters into any Lease is within Lessor's sole discretion. As used herein, (i) "Lease Schedule" means a schedule substantially in the form attached as Exhibit A to this Agreement, together with all addenda, riders, attachments, certificates and exhibits thereto, as the same may from time to time be amended, modified or supplemented, and (ii) "Lease" means a Lease Schedule each together with this Agreement the terms and conditions of which are incorporated therein.

1.2. Funding. Unless otherwise provided in the applicable Lease Schedule, in order to provide financing to pay the costs to acquire and install the Equipment set forth in the applicable Lease Schedule (the "Purchase Price"), Lessor and Lessee shall execute and deliver an escrow agreement relating to such Schedule in form and substance and with an escrow agent satisfactory to Lessor (an "Escrow Agreement"). If all conditions set forth in Section 1.3 have been satisfied in full or waived, then Lessor will deposit or cause to be deposited into an escrow fund under the related Escrow Agreement, if applicable, or pay to Lessee an amount equal to the Purchase Price for the Equipment to be financed under the related Lease Schedule.

1.3. Funding Requirements. The funding of the Purchase Price and the performance by Lessor of any of its obligations pursuant to any Lease, are subject to the satisfaction or waiver of the following:

(a) Lessor has received all of the following documents, which shall be reasonably satisfactory, in form and substance, to Lessor: (1) evidence of insurance coverage or self-insurance as required by the Lease; (2) an opinion of Lessee's counsel and/or bond counsel to Lessee; (3) waivers of third parties holders of interests in the real property where the Equipment will be located, as Lessor may deem necessary; (4) copies of resolutions by Lessee's governing body, duly authorizing the Lease and the Escrow Agreement and incumbency certificates for the person(s) executing the Lease and the Escrow Agreement; (5) such documents and certificates as Lessor may request relating to federal tax-exemption of interest payable under the Lease, including (without limitation) IRS Form 8038-G or 8038-GC and evidence of the adoption of a reimbursement resolution or other official action in the event that Lessee is to be reimbursed for expenditures that it has paid more than 60 days prior to the funding of the Purchase Price; (6) if the Purchase Price will be paid to Lessee (or vendor(s) or supplier(s) of the Equipment on behalf of Lessee), an acceptance certificate for the Equipment (substantially in the form attached as Exhibit B to this Agreement)(an "Acceptance Certificate"), and (7) such other documents and information previously identified by Lessor or otherwise reasonably requested by Lessor.

- (b) Lessee has executed and delivered to Lessor the Lease Schedule, its related Payment Schedule and the related Escrow Agreement (if applicable);
- (c) no Event of Default shall have occurred and be continuing under any Lease;
- (d) no material adverse change shall have occurred in the financial condition of Lessee;
- (e) the Equipment is reasonably satisfactory to Lessor and is free and clear of any Liens (defined herein) other than the respective rights of Lessor and Lessee as herein provided; and
- (f) all representations of Lessee in the Lease remain true, accurate and complete.

1.4. Delivery, Installation and Acceptance of Equipment. Lessee shall order each Equipment, shall cause the Equipment to be delivered and installed at the locations specified under the applicable Lease Schedule and shall pay all taxes, delivery costs and installation costs, if any, in connection therewith. If the Purchase Price is deposited under an Escrow Agreement for the acquisition of the Equipment, such funds shall be disbursed as provided therein. The insufficiency of proceeds of any Lease to pay all costs of the Equipment subject thereto shall not affect Lessee's obligations under this Section. When the Equipment described in such Lease Schedule is delivered, installed and accepted, Lessee shall promptly execute and deliver to Lessor an Acceptance Certificate for the Equipment.

2. TERM

2.1. Term. The term of each Lease (the "Lease Term") shall commence on the Lease Date set forth in the applicable Lease Schedule and shall terminate upon payment of the all Rental Payments, unless sooner terminated pursuant to the Lease.

3. RENTAL PAYMENTS

3.1. Rental Payments. Lessee agrees to pay the rent payments ("Rental Payments") in the amounts and on the dates (each a "Payment Date") as specified in the Payment Schedule attached to each Lease Schedule. A portion of each Rental Payment is paid as interest as specified in the Payment Schedule for each Lease. All Rental Payments shall be paid to Lessor, at such places as Lessor may from time to time designate by written notice to Lessee. Lessee shall pay the Rental Payments with lawful money of the United States of America from moneys legally available therefor.

3.2. Current Expense. The obligations of Lessee, including its obligation to pay the Rental Payments due in any fiscal year shall constitute a current expense of Lessee for such fiscal year and shall not constitute an indebtedness of Lessee within the meaning of the Constitution and laws of the State of Florida (the "State"). THE RENTAL PAYMENTS ARE TO BE MADE ONLY FROM LESSEE'S LEGALLY AVAILABLE REVENUES APPROPRIATED ON AN ANNUAL BASIS, AND NEITHER LESSEE, THE STATE, NOR ANY POLITICAL SUBDIVISION OR AGENCY THEREOF SHALL BE OBLIGATED TO PAY ANY SUMS DUE UNDER A LEASE FROM THE COMPELLED LEVY OF AD VALOREM OR OTHER TAXES EXCEPT FROM THOSE LEGALLY AVAILABLE REVENUES APPROPRIATED BY LESSEE ON AN ANNUAL BASIS. Nothing herein shall constitute a pledge by Lessee of the full faith and credit or taxing power of the Lessee. The person or entity in charge of preparing Lessee's budget will include in the budget request for each fiscal year the Rental Payments to become due during such fiscal year, and will use all reasonable and lawful means available to secure the appropriation of money for such fiscal year sufficient to pay all Rental Payments coming due therein. Lessor acknowledges that appropriation for Rental Payments is a governmental function which Lessee cannot contractually commit itself in advance to perform. Lessee reasonably believes that moneys in an amount

sufficient to make all Rental Payments can and will lawfully be appropriated and made available to permit Lessee's continued utilization of the Equipment in the performance of its essential functions during the applicable Lease Terms.

3.3. Unconditional Rental Payments. Subject to Section 3.4 hereof: (a) Lessee's obligation to make Rental Payments and any other payments hereunder shall be absolute and unconditional; (b) Lessee shall make these payments when due and shall not withhold any of these payments pending final resolution of any disputes; (c) Lessee shall not assert any right of set-off or counterclaim against its obligation to make these payments; (d) Lessee's obligation to make Rental Payments or other payments shall not be abated through accident, unforeseen circumstances, failure of the Equipment to perform as desired, damage or destruction to the Equipment, loss of possession of the Equipment or obsolescence of the Equipment; and (e) Lessee shall be obligated to continue to make payments required of it by this Agreement if title to, or temporary use of, the Equipment or any part thereof shall be taken under exercise of the power of eminent domain.

3.4. Nonappropriation. If during the then current fiscal year of Lessee, sufficient funds are not appropriated to make Rental Payments required under a Lease for the following fiscal year (an "Event of Nonappropriation"), Lessee shall be deemed not to have renewed such Lease for the following fiscal year, and the Lease shall terminate at the end of the then current fiscal year, and Lessee shall not be obligated to make Rental Payments under the Lease beyond the then current fiscal year for which funds have been appropriated. Upon an Event of Nonappropriation, Lessee shall return the Equipment subject to the Lease to Lessor in accordance with the requirements of Section 11.3. Lessee shall notify Lessor in writing no later than 30 days following an Event of Nonappropriation, but failure to provide such notice shall not operate to extend the Lease Term. If Lessee fails to return the applicable Equipment or otherwise comply with Section 11.3, the termination shall nevertheless be effective, but Lessee shall be responsible for the payment of damages in an amount equal to the amount of the Rental Payments that would thereafter have come due if the Lease had not been terminated and which are attributable to the number of days after which Lessee fails to comply with Lessor's instructions and for any other loss suffered by Lessor as a result of Lessee's failure to take such actions as required. In addition, Lessor may instruct any escrow agent holding proceeds of the Lease to release all such proceeds and any earnings thereon to Lessor.

3.5 Security Interest. As security for Lessee's obligations to pay all Rental Payments and all other amounts due and payable under each Lease and to perform and observe all covenants, agreements and conditions (direct or indirect, absolute or contingent, due or to become due or existing or hereafter arising) of Lessee under such Lease, Lessee hereby grants to Lessor a first priority, security interest in any and all of the Equipment (now existing or hereafter acquired) under each Lease, moneys and investments held from time to time in the Escrow Fund under each Escrow Agreement and any and all proceeds of any of the foregoing. Lessee agrees to execute and deliver to Lessor all necessary documents to evidence and perfect such security interest, including, without limitation, Uniform Commercial Code financing statements and any amendments thereto and certificates of title or certificates of origin (or applications thereof) noting Lessor's interest thereon.

4. PURCHASE AND PREPAYMENT

4.1. End of Lease Term. Lessee shall have the option to purchase all of the Equipment under a Lease upon the expiration of the Lease Term and payment in full of all Rental Payments then due and all other amounts then owing under the Lease, and the payment of \$1.00 to Lessor.

4.2. Optional Prepayment. Lessee shall have the option to prepay its obligations under any Lease in whole but not in part on any Payment Date as set forth in the applicable Payment Schedule, but only if and to the extent the Lease Schedule provides for such prepayment. Lessee shall give written notice

to Lessor of its intention to exercise its option not less than thirty (30) days prior to the Payment Date on which the option will be exercised and shall pay to Lessor not later than such Payment Date an amount equal to all Rental Payments and any other amounts then due or past due under such Lease, including the Rental Payment due on the Payment Date on which the option shall be effective, and the applicable Prepayment Price set forth in the applicable Payment Schedule (the "Prepayment Price").

4.3. Excess Proceeds. Lessee's obligations under a Lease shall be prepaid in part from the excess proceeds of the Lease on the terms set forth in any Escrow Agreement pursuant to which proceeds of the Lease are being held.

4.4. Release of Lessor's Interest. Upon timely receipt, in collected funds, of all amounts required for the purchase of the Equipment subject to any Lease pursuant to Section 4.1 or the prepayment in whole of any Lease pursuant to Section 4.2, such Lease shall terminate, all of Lessor's right, title and interest in and to the Equipment shall terminate, and Lessor shall deliver to Lessee all such documents and instruments as Lessee may reasonably request to evidence the termination of the Lease and Lessor's interest in the Equipment, without warranty by or recourse to Lessor.

5. REPRESENTATION, WARRANTIES AND COVENANTS.

5.1. Representations and Warranties. Lessee shall be deemed to make the following representations and warranties to Lessor with respect to each Lease, in each case as of the Lease Date for such Lease:

(a) Lessee is a state or political subdivision of the State within the meaning of Section 103(c) of the Internal Revenue Code of 1986, as amended (the "Code"), duly organized and existing under the Constitution and laws of the State, and is authorized under the Constitution and laws of the State to enter into this Agreement, the Lease and the transactions contemplated hereby and thereby, and to perform all of its obligations under this Agreement and the Lease.

(b) The execution and delivery of this Agreement and the Lease Schedule have been duly authorized by all necessary action of Lessee's governing body and such action is in compliance with all public bidding and other State and federal laws applicable to this Agreement and the acquisition and financing of the Equipment by Lessee.

(c) This Agreement and the Lease Schedule have been duly executed and delivered by and constitute the valid and binding obligations of Lessee, enforceable against Lessee in accordance with their respective terms.

(d) The execution, delivery and performance of this Agreement and the Lease Schedule by Lessee does not (i) violate any State or federal law or local law or ordinance, or any order, writ, injunction, decree, or regulation of any court or other governmental agency or body applicable to Lessee, or (ii) conflict with or result in the breach or violation of any term or provision of, or constitute a default under, any note, bond, mortgage, indenture, agreement, deed of trust, lease or other obligation to which Lessee is bound.

(e) There is no action, suit, proceeding, claim, inquiry or investigation, at law or in equity, before or by any court, regulatory agency, public board or body pending or, to the best of Lessee's knowledge, threatened against or affecting Lessee, challenging Lessee's authority to enter into this Agreement or the Lease Schedule or any other action wherein an unfavorable ruling or finding would adversely affect the enforceability of this Agreement or the Lease Schedule.

(f) Lessee or Lessee's governing body has appropriated and/or taken other lawful actions necessary to provide moneys sufficient to pay all Rental Payments during the current fiscal year, and such moneys will be applied in payment of all Rental Payments due and payable during such current fiscal year.

(g) Lessee has an immediate need for, and expects to make immediate use of, the Equipment, which need is not temporary or expected to diminish during the applicable Lease Term.

5.2. Tax Covenants.

(a) Lessee covenants and agrees that it will (i) complete and timely file an information reporting return with the Internal Revenue Service ("IRS") in accordance with Section 149(e) of the Code; (ii) not permit the Equipment to be directly or indirectly used for a private business use within the meaning of Section 141 of the Code including, without limitation, use by private persons or entities pursuant to contractual arrangements which do not satisfy IRS guidelines for permitted management contracts, as the same may be amended from time to time; (iii) invest and reinvest moneys on deposit in any escrow fund related to each Lease from time to time in a manner that will not cause such Lease to be classified as an "arbitrage bond" within the meaning of Section 148(a) of the Code; (iv) rebate an amount equal to excess earnings in any such escrow fund to the federal government if required by, and in accordance with, Section 148(f) of the Code and make the determinations and maintain the records required by the Code; and (v) comply with all provisions and regulations applicable to establishing and maintaining the excludability of the interest component of the Rental Payments under each Lease from federal gross income pursuant to Section 103 of the Code.

(b) If Lessor either (i) receives notice, in any form, from the IRS; or (ii) reasonably determines, based on an opinion of independent tax counsel selected by Lessor that Lessor may not exclude the interest component of any Rental Payment under a Lease from federal gross income, then Lessee shall pay to Lessor, within thirty (30) days after Lessor notifies Lessee of such determination, the amount which, with respect to Rental Payments previously paid and taking into account all penalties, fines, interest and additions to tax (including all federal, state and local taxes imposed on the interest component of all Rental Payments under the Lease due through the date of such event) that are imposed on Lessor as a result of the loss of the exclusion, will restore to Lessor the same after tax yield on the transaction evidenced by such Lease (assuming tax at the highest marginal corporate tax rate) that it would have realized had the exclusion not been lost. Additionally, Lessee agrees that upon the occurrence of such an event, it shall pay additional rent to Lessor on each succeeding Rental Payment due date in such amount as will maintain such after tax yield to Lessor. Lessor's determination of the amount necessary to maintain its after-tax yield as provided in this subsection (b) shall be conclusive (absent manifest error).

6. INSURANCE; CASUALTY AND CONDEMNATION

6.1. Liability and Property Insurance. Lessee shall, at its own expense, procure and maintain continuously in effect during each Lease Term: (a) public liability insurance for death or injuries to persons, or damage to property arising out of or in any way connected to the Equipment sufficient to protect Lessor and its assigns from liability in all events, with a coverage of not less than \$1,000,000 per occurrence unless specified differently in the related Lease Schedule, and (b) insurance against such hazards as Lessor may require, including, but not limited to, all-risk casualty and property insurance, in an amount equal to the greater of the full replacement cost of the Equipment or the applicable Prepayment Price.

6.2. Insurance Requirements. All insurance policies required by Section 6.1 shall be taken out and maintained with insurance companies acceptable to Lessor and shall contain a provision that thirty (30) days prior to any change in the coverage (including cancellation) the insurer must provide written notice to the insured parties. No insurance shall be subject to any co-insurance clause. Each liability insurance

policy shall be endorsed to name Lessor and its assigns as an additional insured party and each casualty and property insurance policy shall be endorsed to name Lessor and its assigns as loss payee, in each case regardless of any breach of warranty or other act or omission of Lessee. Lessee may self-insure against the risks described in Section 6.1 with the prior written consent of Lessor.

7. ADDITIONAL OBLIGATIONS

7.1. Use and Maintenance of Equipment. Lessee shall, at its own expense, maintain the Equipment in good condition and proper working order, and shall make all necessary repairs and replacements to keep the Equipment in such condition. The Equipment will be used by Lessee only for the purpose of performing Lessee's essential governmental functions. Lessee shall not install, use, operate or maintain the Equipment improperly, carelessly, in violation of any manufacturer's guidelines or in violation of any applicable law or regulation or in a manner contrary to that contemplated by this Agreement. Lessee shall obtain and maintain all permits and licenses necessary for the installation and operation of the Equipment. Lessee shall have sole responsibility to maintain and repair the Equipment. Lessee shall keep (or in the case of Equipment constituting motor vehicles, house) the Equipment at the address specified in the related Lease Schedule; provided that Lessee may change the location at which any Equipment is kept (or housed) with thirty (30) days prior written notice to Lessor specifying the address of the new location. Lessee shall provide Lessor access at all reasonable times to examine and inspect the Equipment and provide Lessor with such access to the Equipment as may be reasonably necessary to perform maintenance on the Equipment in the event of failure by Lessee to perform its obligations hereunder. If Lessor reasonably determines that Lessee is not maintaining any of the Equipment in accordance with this Section, Lessor may (in addition to any other remedies it may have) require Lessee to enter into maintenance contracts for such Equipment in form approved by Lessor and with approved providers.

7.2. Taxes. Lessee shall pay all taxes, assessments and other charges which are assessed or levied against the Equipment or any part thereof, during the Lease Term, whether assessed against Lessee or Lessor. With respect to any taxes or charges that may lawfully be paid in installments over a period of years, Lessee shall be obligated to pay only such installments as accrue during the then current fiscal year of the Lease Term for such Equipment.

7.3. Modification of Equipment. Lessee will not, without the prior written consent of Lessor, affix or install any accessory equipment or device on any of the Equipment if such addition will change or impair the originally intended value, function or use of the Equipment.

7.4. Liens. Lessee shall not, directly or indirectly, create, incur, assume or suffer to exist any mortgage, pledge, lien, charge, encumbrance or other claim with respect to the Equipment (each, a "Lien"), other than the respective rights of Lessor and Lessee as herein provided. Lessee shall promptly, at its own expense, take such actions as may be necessary duly to discharge or remove any such claim if the same shall arise at any time.

7.5. Financial Information. Lessee shall deliver to Lessor (i) its annual audited financial statements within 210 days after the end of each fiscal year, (ii) its annual budget for each fiscal year promptly following approval thereof, and (iii) such other financial statements and information relating to the ability of Lessee to satisfy its obligations under this Agreement and the Lease as may be reasonably requested by Lessor from time to time.

8. TITLE; NO WARRANTIES BY LESSOR

8.1. Title. During the Lease Term, legal title to all Equipment shall be in Lessee, subject to Lessor's interests under the applicable Lease Schedule and this Agreement. Upon an Event of Default or

an Event of Nonappropriation, title shall immediately vest in Lessor, free and clear of any right, title or interest of Lessee.

8.2. Personal Property. The Equipment is and shall at all times be and remain personal property and not fixtures.

8.3. No Warranties. LESSEE ACQUIRES AND LEASES THE EQUIPMENT UNDER EACH LEASE "AS IS." LESSEE ACKNOWLEDGES THAT LESSOR DID NOT MANUFACTURE THE EQUIPMENT UNDER ANY LEASE. LESSOR DOES NOT REPRESENT THE MANUFACTURER, SUPPLIER, OWNER OR DEALER, AND LESSEE SELECTED THE EQUIPMENT BASED UPON LESSEE'S OWN JUDGMENT. LESSOR MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR OTHERWISE OR AS TO THE EQUIPMENT'S VALUE, DESIGN, CONDITION, USE, CAPACITY OR DURABILITY. LESSEE AGREES THAT REGARDLESS OF CAUSE, LESSOR IS NOT RESPONSIBLE FOR, AND LESSEE WILL NOT MAKE ANY CLAIM AGAINST LESSOR FOR, ANY DAMAGES, WHETHER CONSEQUENTIAL, DIRECT, SPECIAL OR INDIRECT INCURRED BY LESSEE IN CONNECTION WITH THE EQUIPMENT UNDER ANY LEASE. NEITHER THE MANUFACTURER, SUPPLIER OR DEALER NOR ANY SALESPERSON, EMPLOYEE OR AGENT OF THE MANUFACTURER, SUPPLIER OR DEALER IS LESSOR'S AGENT OR HAS ANY AUTHORITY TO SPEAK FOR LESSOR OR TO BIND LESSOR IN ANY WAY. For and during the Lease Term under each Lease, Lessor assigns to Lessee any manufacturer's or Supplier's product warranties, express or implied, applicable to any Equipment and Lessor authorizes Lessee to obtain the customary services furnished in connection with such warranties at Lessee's sole expense. Lessee agrees that (a) all Equipment will have been purchased by Lessor for the benefit of the Lessee in accordance with Lessee's specifications from suppliers selected by Lessee, (b) Lessor is not a manufacturer or dealer of any Equipment and has no liability for the delivery or installation of any Equipment, (c) Lessor assumes no obligation with respect to any manufacturer's or Supplier's product warranties or guaranties, (d) no manufacturer or Supplier or any representative of said parties is an agent of Lessor, (e) any warranty, representation, guaranty or agreement made by any manufacturer or supplier or any representative of said parties shall not be binding upon Lessor, and (f) the Lessor shall cause the supplier to identify the Lessee as an intended beneficiary of its warranty, if any.

9. RISK OF LOSS; CASUALTY

9.1. Risk of Loss. As between Lessee and Lessor, Lessee bears the entire risk of loss, theft, damage or destruction of any Equipment in whole or in part for any reason whatsoever. No loss to any Equipment shall relieve Lessee from the obligation to make any Rental Payments or to perform any other obligation under any Lease. Proceeds of any insurance recovery will be applied to Lessee's obligations under this Section 9.

9.2. Notice of Loss. If a casualty occurs to any Equipment, Lessee shall immediately notify Lessor of the same and Lessee shall, unless otherwise directed by Lessor, immediately repair the same.

9.3. Application of Proceeds. If Lessor determines that any item of Equipment has suffered a casualty loss and is beyond repair, then Lessee shall either: (a) immediately replace such Equipment with similar equipment in good repair, condition and working order free and clear of any liens and deliver to Lessor a purchase order, bill of sale or other evidence of sale to Lessee covering the replacement equipment, in which event such replacement equipment shall automatically be Equipment under the applicable Lease, or (b) on the next scheduled Payment Date, pay Lessor (i) all amounts owed by Lessee under the applicable Lease, including the Rental Payment due on such date, plus (ii) an amount equal to the applicable Prepayment Price set forth in the Payment Schedule to the applicable Lease. If Lessee is making such

payment with respect to less than all of the Equipment under a Lease, then Lessor will provide Lessee with the pro rata amount of the Prepayment Price to be paid by Lessee with respect to the such Equipment.

9.4. Claims and Expenses. Lessee shall bear the risk of loss for, shall pay directly and shall defend against any and all claims, liabilities, proceedings, actions, expenses (including reasonable attorney's fees), damages or losses arising under or related to any Equipment, including, but not limited to, the possession, ownership, lease, use or operation thereof. These obligations of Lessee shall survive any expiration or termination of any Lease. Lessee shall not bear the risk of loss of, nor pay for, any claims, liabilities, proceedings, actions, expenses (including attorney's fees), damages or losses which arise directly from events occurring after any Equipment has been returned by Lessee to Lessor in accordance with the terms of the applicable Lease or which arise directly from the gross negligence or willful misconduct of Lessor.

10. ASSIGNMENT

10.1. Assignment by Lessor. Lessor may assign its rights, title and interest in and to any Lease, any Equipment or any Escrow Agreement (including the escrow fund thereunder), and/or may grant or assign a security interest in any Lease, its Equipment or any Escrow Agreement (including the escrow fund thereunder), in whole or in part, to any party at any time and from time to time without Lessee's consent. Any such assignee or lien holder (an "Assignee") shall have all of the rights of Lessor under the applicable Lease and Escrow Agreement. LESSEE AGREES NOT TO ASSERT AGAINST ANY ASSIGNEE ANY CLAIMS, ABATEMENTS, SETOFFS, COUNTERCLAIMS, RECOUPMENT OR ANY OTHER SIMILAR DEFENSES WHICH LESSEE MAY HAVE AGAINST LESSOR. Unless otherwise agreed by Lessee in writing, any such assignment transaction shall not release Lessor from any of Lessor's obligations under the applicable Lease. An assignment or reassignment of any of Lessor's right, title or interest in a Lease, its Equipment or any Escrow Agreement (including the Escrow Fund thereunder) shall be enforceable against Lessee only after Lessee receives a written notice of assignment that discloses the name and address of each such Assignee. Lessee shall keep a complete and accurate record of all such assignments in the form necessary to comply with Section 149(a) of the Code. Lessee agrees to acknowledge in writing any such assignments if so requested.

10.2. Assignment and Subleasing by Lessee. Neither this Agreement nor any Lease or any Equipment may be assigned, subleased, sold, transferred, pledged or mortgaged by Lessee.

11. EVENTS OF DEFAULT; REMEDIES

11.1. Events of Default Defined. The occurrence of any of the following events with respect to a Lease shall constitute an Event of Default under the Lease:

(a) Lessee's failure to pay any Rental Payment or other amount required to be paid to Lessor under the Lease within ten (10) days following the due date thereof, other than by reason of an Event of Nonappropriation;

(b) Lessee fails to perform or observe any of its obligations under Section 6, 7.4 or 10.2 hereof;

(c) With the exception of the above clauses (a) or (b), Lessee's failure to perform or abide by any condition, agreement or covenant with respect to the Lease for a period of thirty (30) days after written notice by Lessor to Lessee specifying such failure and requesting that it be remedied, unless Lessor shall agree in writing to an extension of time prior to its expiration;

(d) Lessee shall be in default with respect to the payment or performance of any indebtedness, liability or obligation to Lessor or any of its affiliates under any note, loan agreement, security agreement,

lease, title retention or conditional sales agreement or any other instrument or agreement (including the occurrence of any Event of Default under any other Lease then held by Lessor), whether accelerated or otherwise and any applicable grace period with respect thereto has expired; or

(e) any statement, representation or warranty made by Lessee in the Lease or in any writing delivered by Lessee pursuant thereto or in connection therewith proves at any time to have been false, misleading or erroneous in any material respect as of the time when made; or

(f) Lessee applies for or consents to the appointment of a receiver, trustee, conservator or liquidator of Lessee or of all or a substantial part of its assets, or a petition for relief is filed by Lessee under any federal or state bankruptcy, insolvency, moratorium or similar law.

11.2. Remedies on Default. Upon the occurrence of any Event of Default with respect to a Lease, Lessor shall have the right, at its option and without any further demand or notice to one or more or all of the following remedies with respect to the Lease:

(a) Lessor, with or without terminating the Lease, may declare all Rental Payments payable under the Lease to the end of the then-current fiscal year of Lessee to be immediately due and payable by Lessee, whereupon such Rental Payments shall be immediately due and payable.

(b) Lessor may require Lessee to promptly return all Equipment to Lessor in the manner set forth in Section 11.3 (and Lessee agrees that it shall so return the Equipment), or Lessor may, at its option, enter upon the premises where any Equipment is located and repossess such Equipment without demand, without any court order or other process of law and without liability for any damage occasioned by such repossession; and Lessor may thereafter dispose of the Equipment. If Lessor terminates the Lease and disposes of any or all of the Equipment, Lessor shall apply the proceeds of any such disposition to pay the following items in the following order: (i) all costs and expenses (including, but not limited to, attorneys' fees) incurred in securing possession of the Equipment; (ii) all costs and expenses incurred in completing the disposition of the Equipment; (iii) any sales or transfer taxes incurred in the disposition of the Equipment; (iv) any Rental Payments payable under the Lease to the end of the then-current fiscal year of Lessee; (v) the outstanding principal component of Rental Payments under the Lease; and (vi) any other amounts then due under the Lease. Any disposition proceeds remaining after the requirements of clauses (i), (ii), (iii), (iv), (v) and (vi) have been met shall be paid to Lessee. No deficiency shall be allowed against Lessee, except with respect to any unpaid Rental Payments to the end of the then-current fiscal year of Lessee and unpaid costs and expenses incurred by Lessor in connection with the repossession and disposition of the Equipment.

(c) By written notice to any escrow agent that is holding proceeds of the Lease under an Escrow Agreement, Lessor may instruct such escrow agent to release all such proceeds and any earnings thereon to Lessor, such sums to be credited to payment of Lessee's obligations under the Lease; or

(d) Lessor may exercise any other remedy available, at law or in equity, with respect to such Event of Default. Lessee shall pay the reasonable attorneys' fees and expenses incurred by Lessor in exercising any remedy hereunder.

11.3. Return of Equipment; Release of Lessee's Interest. Upon termination of any Lease prior to the payment of all Rental Payments or the applicable Prepayment Price (whether as result of an Event of Nonappropriation or Event of Default) thereunder, Lessee shall, within ten (10) days after such termination, at its own expense: (a) perform any testing and repairs required to place the related Equipment in the condition required by Section 7; (b) if deinstallation, disassembly or crating is required, cause such Equipment to be deinstalled, disassembled and crated by an authorized manufacturer's representative or

such other service person as is satisfactory to Lessor; (c) return such Equipment to a location in the continental United States specified by Lessor, freight and insurance prepaid by Lessee; and (d) comply with any additional return conditions specified in the Lease Schedule. Lessee shall execute and deliver to Lessor such documents as Lessor may request to evidence the passage of legal title and ownership to Lessor and termination of Lessee's interest in the Equipment.

11.4. Late Charge. To the extent permitted by applicable law, Lessee shall pay Lessor a charge on any Rental Payment not paid on the date such payment is due at a rate equal to the interest rate set forth in the applicable Lease Schedule plus 5% per annum or the maximum amount permitted by law, whichever is less (the "Default Rate"), from such date.

11.5. No Remedy Exclusive. Each of the rights and remedies under this Agreement and each Lease is cumulative and may be enforced separately or concurrently. No course of dealing or conduct between Lessor and Lessee shall be effective to amend, modify or change any provisions of this Agreement or any Lease. No failure or delay by Lessor to insist upon the strict performance of any term, covenant or agreement of the Agreement or any Lease, or to exercise any right, power or remedy consequent upon a breach thereof, shall constitute a waiver of any such term, covenant or agreement or of any such breach, or preclude Lessor from exercising any such right, power or remedy at any later time or times.

11.6. Costs and Attorneys' Fees. Upon the occurrence of an Event of Default, Lessee agrees to pay to Lessor or reimburse Lessor for, in addition to all other amounts payable hereunder, all of Lessor's costs of collection, including reasonable attorneys' fees, whether or not suit or action is filed thereon. Any such costs shall be immediately due and payable upon written notice and demand given to Lessee, shall be secured by this Agreement until paid, and shall bear interest at the Default Rate. In the event suit or action is instituted to enforce any of the terms of this Agreement, the prevailing party shall be entitled to recover from the other party such sum as the court may adjudge reasonable as attorneys' fees at trial and on appeal of such suit or action or in any bankruptcy proceeding, in addition to all other sums provided by law.

12. MISCELLANEOUS PROVISIONS

12.1. Notices. All written notices to be given under this Agreement shall be given (a) personally, (b) by mail in registered or certified form, with postage prepaid, or (c) by overnight courier, charges prepaid, in each case to the party entitled thereto at its address specified beneath each party's signature, or at such address as the party may provide to the other parties hereto in writing from time to time, and to any assignee at its address as it appears on the registration books maintained by Lessee. Any such notice shall be deemed to have been received 72 hours after deposit in the United States mail, 24 hours after deposit with a courier, or, if given by other means, when delivered.

12.2. Binding Effect. This Agreement and each Lease hereunder shall be binding upon and shall inure to the benefit of Lessor and Lessee and their respective successors and assigns. Specifically, as used herein the term "Lessor" means, with respect to a Lease, any person or entity to whom Lessor has assigned its right to receive Rental Payments under such Lease.

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

12.4. Entire Agreement; Amendments. Each Lease constitutes the entire agreement of the parties with respect to the subject matter thereof and supersedes all prior and contemporaneous writings, understandings, agreements, solicitation documents and representations, express or implied. Each Lease

may be amended or modified only by written documents duly authorized, executed and delivered by Lessor and Lessee.

12.5. Captions. The captions or headings in this 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.

12.6. 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 reasonably be required to perfect, confirm, establish, reestablish, continue or complete the interests of Lessor in this Agreement and each Lease, to consummate the transactions contemplated hereby and thereby, and to carry out the purposes and intentions of this Agreement and each Lease.

12.7. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State.

12.8. Usury. It is the intention of the parties hereto to comply with any applicable usury laws; accordingly, it is agreed that, notwithstanding any provisions to the contrary herein or in any Lease Schedule, in no event shall this Agreement or any Lease hereunder require the payment or permit the collection of interest or any amount in the nature of interest or fees in excess of the maximum amount permitted by applicable law. Any such excess interest or fees shall first be applied to reduce principal, and when no principal remains, refunded to Lessee. In determining whether the interest paid or payable exceeds the highest lawful rate, the total amount of interest shall be spread through the applicable Lease Term so that the interest is uniform through such term.

12.9. Waiver of Jury Trial. To the extent permitted by applicable law, Lessor and Lessee hereby waive any right to trial by jury in any action or proceeding with respect to, in connection with or arising out of this Agreement.

12.10. USA Patriot Act Compliance Notification. Lessor hereby notifies Lessee that pursuant to the requirements of the USA PATRIOT Act (the "Patriot Act"), it is required to obtain, verify and record information that identifies Lessee, which information includes the name and address of Lessee and other information that will allow Lessor to identify Lessee in accordance with the Patriot Act. Lessee shall, promptly upon Lessor's request, provide all documentation and other information that Lessor requests in order to comply with its ongoing obligations under applicable "know your customer" and anti-money laundering rules and regulations, including the Patriot Act.

12.11. Relationship of Parties. Lessee acknowledges and agrees that (i) this Agreement and each Lease and the transactions related thereto is an arm's-length commercial transaction between Lessor and Lessee, (ii) in connection therewith and with the discussions, undertakings, and procedures leading up to the consummation of this transaction, Lessor is and has been acting solely as a principal and is not acting as the agent, advisor or fiduciary of Lessee, (iii) Lessor has not assumed an advisory or fiduciary responsibility in favor of Lessee with respect to the transactions contemplated hereby or the discussions, undertakings, and procedures leading thereto (regardless of whether Lessor or any affiliate thereof has provided other services or is currently providing other services to Lessee on other matters) and Lessor has no obligation to Lessee with respect to the transactions contemplated hereby except the obligations expressly set forth in this Agreement and any Lease, and (iv) Lessee has consulted its own legal, financial, and other advisors to the extent it has deemed appropriate.

12.12. Filing of Leases. Lessee shall not file or submit, or permit the filing or submission, of all or any portion this Agreement or any Lease, any document related to this Agreement or any Lease, any

default, event of acceleration, termination event, waiver, modification of terms or other similar events relating to this Agreement or any Lease or any summary of the foregoing with the Municipal Securities Rulemaking Board ("MSRB") (or any successor to the MSRB or similar entity or service) unless such document or portion thereof has been provided to the Lessor in advance for review and redaction to the extent required by the Lessor and otherwise permitted under applicable MSRB rules or federal securities law, if any. Lessor is not responsible for the Lessee's or any other entity's compliance with any continuing disclosure obligations under any applicable securities law or related agreement or undertaking.

12.13. Counterparts. This Agreement and any Lease Schedules may be executed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument, and in making proof of this Agreement and any Lease Schedules it shall not be necessary to produce or account for more than one such counterpart.

12.14. Electronic Signatures. The parties agree that the electronic signature of a party to this Agreement and any Lease Schedule shall be as valid as an original signature of such party and shall be effective to bind such party to this Agreement and such Lease Schedule(s). The parties agree that any electronically signed document (including this Agreement and any Lease Schedule) shall be deemed (i) to be "written" or "in writing," (ii) to have been signed and (iii) to constitute a record established and maintained in the ordinary course of business and an original written record when printed from electronic files. Such paper copies or "printouts", if introduced as evidence in any judicial, arbitral, mediation or administrative proceeding, will be admissible as between the parties to the same extent and under the same conditions as other original business records created and maintained in documentary form. Neither party shall contest the admissibility of true and accurate copies of electronically signed documents on the basis of the best evidence rule or as not satisfying the business records exception to the hearsay rule. For purposes hereof, "electronic signature" means a manually signed original signature that is then transmitted by electronic means; "transmitted by electronic means" means sent in the form of a facsimile or sent via the internet as a "pdf" (portable document format) or other replicating image attached to an e mail message; and, "electronically signed document" means a document transmitted by electronic means and containing, or to which there is affixed, an electronic signature.


[The remainder of this page is intentionally blank. Signature page follows.]

IN WITNESS WHEREOF, Lessor has caused this Agreement to be executed in its corporate name by its duly authorized officer, and Lessee has caused this Agreement to be executed in its name by its duly authorized officer.

Bradford County
Lessee



Lease Servicing Center, Inc.
Lessor

By: 
Name: Frank Durrance
Title: Chairman, Board of County Commissioners

Address: PO Drawer B
Starke, FL 32091
Attention: Frank Durrance

Telephone: (904) 966-6212
E-mail address: bennie_jackson@bradfordcountyfl.gov

By: _____
Name: _____
Title: _____

Address: 220 22nd Ave E., Ste 106
Alexandria, MN 56308
Attn: Chris Canavati

Telephone: (320) 763-7600
E-mail address: chris@lscfinancial.com

LEASE SCHEDULE NO. 1
to Master Lease Purchase Agreement

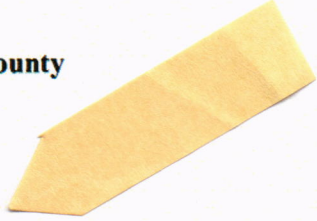
Dated May 16, 2019

This Lease Schedule (this "Lease Schedule") relates to the Master Lease Purchase Agreement dated as of May 16, 2019 (the "Agreement") between the undersigned Lessor and Lessee, together with the terms and conditions of the Agreement incorporated herein by reference, constitutes a Lease. Unless otherwise defined herein, capitalized terms will have the same meaning ascribed to them in the Agreement. All terms and conditions of the Agreement are incorporated herein by reference.

1. Equipment Description. As used in the Lease, "Equipment" means all of the property described in Exhibit 1 attached to this Lease Schedule and all attachments, additions, accessions, parts, repairs, improvements, replacements and substitutions thereto.
2. Purchase Price. The Purchase Price for the Equipment is \$297,720.00, which amount shall be deposited in the Escrow Fund established pursuant to that certain Escrow Agreement dated as of May 16, 2019 among Lessor, Lessee and City National Bank of Florida, as escrow agent.
3. Rental Payments; Lease Term. The Rental Payments to be paid by Lessee to Lessor, the Lease Date of this Lease and the Lease Term of this Lease are set forth on the Payment Schedule attached to this Lease Schedule as Exhibit 2.
4. Essential Use; Current Intent of Lessee. Lessee represents that (a) the use of the Equipment is essential to Lessee's proper, efficient and economic functioning or to the services that Lessee provides to its citizens, (b) the Equipment will be used by Lessee only for the purpose of performing its governmental or proprietary functions consistent with the permissible scope of its authority and will not be used in a trade or business of any person or entity, and (c) the useful life of the Equipment is not less than the stated full Lease Term of this Lease. Lessee has determined that a present need exists for the Equipment which need is not temporary or expected to diminish in the near future. Lessee currently intends for the full Lease Term: to use the Equipment; and to continue this Lease.
5. Representations, Warranties and Covenants. Lessee hereby represents, warrants and covenants that its representations, warranties and covenants set forth in the Agreement are true and correct as though made on the date of execution of this Lease Schedule.
6. Bank Qualified. Lessee certifies that it has designated this Lease as a qualified tax-exempt obligation in accordance with Section 265(b)(3) of the Code, that it has not designated more than \$10,000,000 of its obligations as qualified tax-exempt obligations in accordance with such Section for the current calendar year and that it reasonably anticipates that the total amount of tax-exempt obligations to be issued by Lessee during the current calendar year will not exceed \$10,000,000.

IN WITNESS WHEREOF, Lessor has caused this Lease Schedule to be executed in its corporate name by its duly authorized officer, and Lessee has caused this Lease Schedule to be executed in its name by its duly authorized officer.

Bradford County
Lessee



Lease Servicing Center, Inc.
Lessor

By: [REDACTED]
Name: Frank Durrance
Title: Chairman, Board of County Commissioners

By: _____
Name: _____
Title: _____

Address: PO Drawer B
Starke, FL 32091
Attention: Frank Durrance

Address: 220 22nd Ave E., Ste 106
Alexandria, MN 56308
Attn: Chris Canavati

Telephone: (904) 966-6212
E-mail address: bennie_jackson@bradfordcountyfl.gov

Telephone: (320) 763-7600
E-mail address: chris@lscfinancial.com

Equipment Description

(2) 2020 International HV607 Garbage Trucks

Payment Schedule

Equipment Cost: \$297,720.00

Annual Rate: 4.34%

#	Date	Payment Amount	Interest Amount	Principal Amount	Prepayment Amount
1	6/30/2019	\$64,948.88	\$1,112.51	\$63,836.37	N/A
2	6/30/2020	\$64,948.88	\$10,149.30	\$54,799.58	\$185,602.71
3	6/30/2021	\$64,948.88	\$7,771.29	\$57,177.59	\$126,343.86
4	6/30/2022	\$64,948.88	\$5,290.09	\$59,658.79	\$64,513.49
5	6/30/2023	\$64,948.88	\$2,701.21	\$62,247.67	\$0.00

**Form of
ACCEPTANCE CERTIFICATE**

Lease Servicing Center, Inc.
220 22nd Ave E., Ste 106
Alexandria, MN 56308

Re: Lease Schedule No. 1 dated May 16, 2019 (the "Lease Schedule") to that certain Master Lease Purchase Agreement dated as of May 16, 2019 (the "Agreement" and together with the Lease Schedule, the "Lease") between Lease Servicing Center, Inc., as Lessor, and Bradford County, as Lessee

Ladies and Gentlemen:

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

1. The Equipment subject to the Lease Schedule and the Lease has been delivered and installed, is in good working order and is fully operational and has been fully accepted by Lessee on or before the date hereof.
2. Attached hereto are true and correct copies of the manufacturers' and dealers' invoices for the Equipment.
3. 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.
4. No event or condition that constitutes, or with notice or lapse of time, or both, would constitute, an Event of Default (as defined in the Lease) exists at the date hereof.

Date of Acceptance:

Bradford County
Lessee

By:
Name: Frank Durrance
Title: Chairman, Board of County Commissioners

ESCROW AGREEMENT

This Escrow Agreement (this "Agreement"), dated as of May 16, 2019, by and among Lease Servicing Center, Inc. (and any successors and permitted assigns "Lessor"), Bradford County, a body corporate and politic and a political subdivision existing under the laws of the State of Florida ("Lessee"), and City National Bank of Florida, in its capacity as escrow agent hereunder ("Escrow Agent").

Reference is made to that certain Lease Schedule No. 1 dated May 16, 2019 to that certain Master Lease Purchase Agreement dated as of May 16, 2019, each between Lessor and Lessee (hereinafter collectively referred to as the "Lease"), covering the acquisition and lease of certain Equipment described therein (the "Equipment"). It is a requirement of the Lease that the Purchase Price \$297,720.00 be deposited into a segregated escrow account under terms satisfactory to Lessor, for the purpose of fully funding the Lease, and providing a mechanism for the application of such amounts to the purchase of and payment for the Equipment.

NOW, THEREFORE, in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

I. Creation of Escrow Account.

(a) There is hereby created an escrow fund to be known as the "Bradford County Escrow Account" (the "Escrow Account") to be held by the Escrow Agent for the purposes stated herein, for the benefit of Lessor and Lessee, to be held, disbursed and returned in accordance with the terms hereof.

(b) The Escrow Agent shall place all escrow funds in a demand deposit account or as otherwise agreed upon between the parties.

(c) Unless the Escrow Account is earlier terminated in accordance with the provisions of paragraph (d) below, amounts in the Escrow Account shall be disbursed by the Escrow Agent in payment of amounts described in Section 2 hereof upon receipt of written instruction(s) from Lessor, as is more fully described in Section 2 hereof. If the amounts in the Escrow Account are insufficient to pay such amounts, Lessee shall deposit into the Escrow Account any funds needed to complete the acquisition of the Equipment. Any moneys remaining in the Escrow Account on or after the earlier of (i) **November 21, 2020** ("Termination Date") and (ii) the date on which Lessee executes an Acceptance Certificate shall be applied as provided in Section 4 hereof.

(d) The Escrow Account shall be terminated at the earliest of (i) the final distribution of amounts in the Escrow Account or (ii) written notice given by Lessor of the occurrence of a default or termination of the Lease due to non-appropriation.

(e) The Escrow Agent may act in reliance upon any writing or instrument or signature which it, in good faith, believes to be genuine and may assume the validity and accuracy of any statement or assertion contained in such a writing or instrument. The Escrow Agent shall not be liable in any manner for the sufficiency or correctness as to form, manner of execution, or validity of any

instrument nor as to the identity, authority, or right of any person executing the same; and its duties hereunder shall be limited to the receipt of such moneys, instruments or other documents received by it as the Escrow Agent, and for the disposition of the same in accordance herewith. In the event conflicting instructions as to the disposition of all or any portion of the Escrow Account are at any time given by Lessor and Lessee, the Escrow Agent shall abide by the instructions or entitlement orders given by Lessor without consent of the Lessee.

(f) Unless the Escrow Agent is guilty of gross negligence or willful misconduct with regard to its duties hereunder, Lessee agrees to and does hereby release and indemnify the Escrow Agent and hold it harmless from any and all claims, liabilities, losses, actions, suits or proceedings at law or in equity, or any other expense, fees or charges of any character or nature, which it may incur or with which it may be threatened by reason of its acting as Escrow Agent under this agreement; and in connection therewith, does to the extent permitted by law indemnify the Escrow Agent against any and all expenses; including reasonable attorneys' fees and the cost of defending any action, suit or proceeding or resisting any claim.

(g) If Lessee and Lessor shall be in disagreement about the interpretation of the Lease, or about the rights and obligations, or the propriety of any action contemplated by the Escrow Agent hereunder, the Escrow Agent may, but shall not be required to, file an appropriate civil action including an interpleader action to resolve the disagreement. The Escrow Agent shall be reimbursed by Lessee for all costs in connection with such civil action, and shall be fully protected in suspending all or part of its activities under the Lease until a final judgment in such action is received.

(h) The Escrow Agent may consult with counsel of its own choice and shall have full and complete authorization and protection with the opinion of such counsel. Lessee shall reimburse the Escrow Agent for all such reasonable costs and expenses. The Escrow Agent shall otherwise not be liable for any mistakes of fact or errors of judgment, or for any acts or omissions of any kind unless caused by its willful misconduct.

(i) Lessee shall reimburse the Escrow Agent for all reasonable costs and expenses, including those of the Escrow Agent's attorneys, agents and employees incurred for non-routine administration of the Escrow Account and the performance of the Escrow Agent's powers and duties hereunder in connection with any Event of Default under the Lease, or in connection with any dispute between Lessor and Lessee concerning the Escrow Account.

(j) The Escrow Agent or any successor may at any time resign by giving mailed notice to Lessee and Lessor of its intention to resign and of the proposed date of resignation (the "Effective Date"), which shall be a date not less than 60 days after such notice is delivered to an express carrier, charges prepaid, unless an earlier resignation date and the appointment of a successor shall have been approved by the Lessee and Lessor. After the Effective Date, the Escrow Agent shall be under no further obligation except to hold the Escrow Account in accordance with the terms of this Agreement, pending receipt of written instructions from Lessor regarding further disposition of the Escrow Account.

(k) The Escrow Agent shall have no responsibilities, obligations or duties other than those expressly set forth in this Agreement and no implied duties responsibilities or obligations shall be read into this Agreement.

2. Acquisition of Equipment.

(a) Acquisition Contracts. Lessee will arrange for, supervise and provide for, or cause to be supervised and provided for, the acquisition of the Equipment, with moneys available in the Escrow Account. Lessee represents the estimated costs of the Equipment are within the funds estimated to be available therefor, and Lessor makes no warranty or representation with respect thereto. Lessor shall have no liability under any of the acquisition or construction contracts. Lessee shall obtain all necessary permits and approvals, if any, for the acquisition, equipping and installation of the Equipment, and the operation and maintenance thereof. Escrow Agent shall have no duty to monitor or enforce Lessee's compliance with the foregoing covenant.

(b) Authorized Escrow Account Disbursements. It is agreed as between Lessee and Lessor that Disbursements from the Escrow Account shall be made for the purpose of paying (including the reimbursement to Lessee for advances from its own funds to accomplish the purposes hereinafter described) the cost of acquiring the Equipment.

(c) Requisition Procedure. No disbursement from the Escrow Account shall be made unless and until Lessor has approved such requisition. Prior to disbursement from the Escrow Account there shall be filed with the Escrow Agent a requisition for such payment in the form of Disbursement Request attached hereto as Schedule 1, stating each amount to be paid and the name of the person, firm or corporation to whom payment thereof is due and the manner of disbursement (check or wire).

Each such requisition shall be signed by an authorized representative of Lessee (an "Authorized Representative") and by Lessor, and shall be subject to the following conditions, which Escrow Agent shall conclusively presume have been satisfied at such time as a requisition executed by Lessee and Lessor is delivered to it:

1. Delivery to Lessor of an executed Disbursement Request in the form attached hereto as Schedule 1; and
2. Delivery to Lessor true and correct copies of invoices (and proofs of payment of such invoices, if Lessee seeks reimbursement) and bills of sale (if title to such Equipment has passed to Lessee) therefor as required by Section 1.3 of the Lease and any additional documentation reasonably requested by Lessor.

Lessee and Lessor agree that their execution of the form attached hereto as Schedule 1 and delivery of the executed form to Escrow Agent confirms that all of the requirements and conditions with respect to disbursements set forth in this Section 2 have been satisfied.

3. Deposit to Escrow Account. Upon satisfaction of the conditions specified in Section 1.3 of the Lease, Lessor will cause the Purchase Price to be deposited in the Escrow Account. Lessee agrees to pay any costs with respect to the Equipment in excess of amounts available therefor in the Escrow Account.

4. Excessive Escrow Account. Lessor shall provide Escrow Agent written instructions and a representation that one of the following conditions has been satisfied, (upon which representation Escrow Agent shall conclusively rely,) (a) the Termination Date; or (b) the date on which Lessee executes

an Acceptance Certificate; or (c) upon a termination of the Escrow Account as otherwise provided herein. Upon receipt of such written instructions, any funds remaining in the Escrow Agreement shall be distributed by the Escrow Agent first, ten percent (10%) of the funds then remaining in the Escrow Account shall be disbursed to the Escrow Agent as its escrow agent fees ("Fees") and second, the remaining balance after deducting the Fees shall be disbursed to the Lessor and Lessor shall apply such funds to amounts owed by Lessee under the Lease.

5. Security Interest. The Escrow Agent and Lessee acknowledge and agree that the Escrow Account and all proceeds thereof are being held by Escrow Agent for disbursement or return as set forth herein. Lessee hereby grants to Lessor a first priority perfected security interest in the Escrow Account, and all proceeds thereof.

6. Control of Escrow Account. In order to perfect Lessor's security interest by means of control in (i) the Escrow Account established hereunder, (ii) all funds now or hereafter credited to the Escrow Account, (iii) all of Lessee's rights in respect of the Escrow Account, and (iv) all products, proceeds and revenues of and from any of the foregoing personal property (collectively, the "Collateral"), Lessor, Lessee and Escrow Agent further agree as follows:

(a) All terms used in this Section 6 which are defined in the Commercial Code of the State of Florida ("Commercial Code") but are not otherwise defined herein shall have the meanings assigned to such terms in the Commercial Code, as in effect on the date of this Agreement.

(b) Escrow Agent will comply with all entitlement orders originated by Lessor with respect to the Collateral, or any portion of the Collateral, without further consent by Lessee.

(c) Provided that account investments shall be held in the name of the Escrow Agent, Escrow Agent hereby represents and warrants (a) that the records of Escrow Agent show that Lessee is the sole owner of the Collateral, (b) that Escrow Agent has not been served with any notice of levy or received any notice of any security interest in or other claim to the Collateral, or any portion of the Collateral, other than Lessor's claim pursuant to this Agreement, and (c) that Escrow Agent is not presently obligated to accept any entitlement order from any person with respect to the Collateral, except for entitlement orders that Escrow Agent is obligated to accept from Lessor under this Agreement and entitlement orders that Escrow Agent, subject to the provisions of paragraph (e) below, is obligated to accept from Lessee.

(d) Without the prior written consent of Lessor, Escrow Agent will not enter into any agreement by which Escrow Agent agrees to comply with any entitlement order of any person other than Lessor or, subject to the provisions of paragraph (e) below, Lessee, with respect to any portion or all of the Collateral. Escrow Agent shall promptly notify Lessor if any person requests Escrow Agent to enter into any such agreement or otherwise asserts or seeks to assert a lien, encumbrance or adverse claim against any portion or all of the Collateral.

(e) Except as otherwise provided in this paragraph (e) and subject to Section 1(b) hereof, Lessee may affect the form of deposit account for the Collateral within the Escrow Account, but will not, without the prior written consent of Lessor, withdraw any Collateral from the Escrow Account. Escrow Agent acknowledges that Lessor reserves the right, by delivery of written notice to Escrow Agent,

to prohibit Lessee from effecting any withdrawals (including interest income), transfers or exchanges of any Collateral held in the Escrow Account. Further, Escrow Agent hereby agrees to comply with any and all written instructions delivered by Lessor to Escrow Agent (once it has had a reasonable opportunity to comply therewith) and has no obligation to, and will not, investigate the reason for any action taken by Lessor, the amount of any obligations of Lessee to Lessor, the validity of any of Lessor's claims against or agreements with Lessee, the existence of any defaults under such agreements, or any other matter.

(f) Lessee hereby irrevocably authorizes Escrow Agent to comply with all instructions and entitlement orders delivered by Lessor to Escrow Agent.

(g) Escrow Agent will not attempt to assert control, and does not claim and will not accept any security or other interest in, any part of the Collateral, and Escrow Agent will not exercise, enforce or attempt to enforce any right of setoff against the Collateral, or otherwise charge or deduct from the Collateral any amount whatsoever.

(h) Escrow Agent and Lessee hereby agree that any property held in the Escrow Account shall be treated as a financial asset under such section of the Commercial Code as corresponds with Section 8-102 of the Uniform Commercial Code, notwithstanding any contrary provision of any other agreement to which Escrow Agent may be a party.

(i) Escrow Agent is hereby authorized and instructed, and hereby agrees, to send to Lessor at its address set forth in Section 8 below, concurrently with the sending thereof to Lessee, duplicate copies of any and all monthly Escrow Account statements or reports issued or sent to Lessee with respect to the Escrow Account.

7. Information Required Under USA PATRIOT ACT. The parties acknowledge that in order to help the United States government fight the funding of terrorism and money laundering activities, pursuant to Federal regulations that became effective on October 1, 2003 (Section 326 of the USA PATRIOT Act) all financial institutions are required to obtain, verify, record and update information that identifies each person establishing a relationship or opening an account. The parties to this Agreement agree that they will provide to the Escrow Agent such information as it may request, from time to time, in order for the Escrow Agent to satisfy the requirements of the USA PATRIOT Act, including but not limited to the name, address, tax identification number and other information that will allow it to identify the individual or entity who is establishing the relationship or opening the account and may also ask for formation documents such as articles of incorporation or other identifying documents to be provided.

8. Miscellaneous. Capitalized terms not otherwise defined herein shall have the meanings assigned to them in the Lease. This agreement may not be amended except in writing signed by all parties hereto. This agreement may be executed in one or more counterparts, each of which shall be deemed to be an original instrument and each shall have the force and effect of an original and all of which together constitute, and shall be deemed to constitute, one and the same instrument. Notices hereunder shall be made in writing and shall be deemed to have been duly given when personally delivered or when deposited in the mail, first class postage prepaid, or delivered to an express carrier, charges prepaid, or sent by facsimile with electronic confirmation, addressed to each party at its address below.

Notices and other communications hereunder may be delivered or furnished by electronic mail; provided that any formal notice be attached to an email message in PDF format; and provided further that any notice or other communication sent to an e-mail address shall be deemed received upon and only upon the sender's receipt of affirmative acknowledgement or receipt from the intended recipient. For purposes hereof no acknowledgement of receipt generated on an automated basis shall be deemed sufficient for any purpose hereunder or admissible as evidence of receipt.

If to Lessor: Lease Servicing Center, Inc.
220 22nd Ave E., Suite 106
Alexandria, MN 56308
Attention: Chris Canavati

If to Lessee: Bradford County
PO Drawer B
Starke, FL 32091
Attention: Frank Durrance

If to Escrow Agent: City National Bank of Florida
25 West Flagler Street
Miami, FL 33130
Attention: Client Services

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

10. Any bank or corporation into which the Escrow Agent may be merged or with which it may be consolidated, or any bank or corporation to whom the Escrow Agent may transfer a substantial amount of its escrow business, shall be the successor to the Escrow Agent without the execution or filing of any paper or any further act on the part of any of the parties, anything herein to the contrary notwithstanding. Any bank or corporation into which the Lessor may be merged or with which it may be consolidated, or any bank or corporation to whom the Lessor may transfer a substantial amount of its business, shall be the successor to the Lessor without the execution or filing of any paper or any further act on the part of any of the parties, anything herein to the contrary notwithstanding.

11. This Agreement may be amended, modified, and/or supplemented only by an instrument in writing executed by all parties hereto.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have executed this Escrow Agreement as of the date first above written.

LEASE SERVICING CENTER, INC.
as Lessor

BRADFORD COUNTY
as Lessee

By: _____
Name: _____
Title: _____

By: _____
Name: Frank Durrance
Title: Chairman, Board of County Commissioners

CITY NATIONAL BANK OF FLORIDA
as Escrow Agent

By: _____
Name: _____
Title: _____

SCHEDULE I
to the Escrow Agreement

FORM OF DISBURSEMENT REQUEST

Re: Lease Schedule No. 1 dated May 16, 2019 to that certain Master Lease Purchase Agreement dated as of May 16, 2019, each between Lessor and Lessee (hereinafter collectively referred to as the "Lease") (Capitalized terms not otherwise defined herein shall have the meanings assigned to them in the Lease.)

In accordance with the terms of the Escrow Agreement, dated as of May 16, 2019 (the "Escrow Agreement") by and among Lease Servicing Center, Inc., as lessor (and its successors and permitted assigns, "Lessor"), Bradford County ("Lessee") and City National Bank of Florida, as escrow agent (the "Escrow Agent"), the undersigned hereby requests the Escrow Agent pay the following persons the following amounts from the Escrow Account created under the Escrow Agreement for the following purposes:

Payee's Name and Address (if disbursement via wire, must include wire transfer instructions)	Invoice Number	Dollar Amount	Purpose

(i) (a) Each obligation specified in the foregoing table has been incurred by Lessee in the stated amount, (b) the same is a proper charge against the Escrow Account for costs relating to the Equipment identified in the Lease, and (c) has not been paid (or has been paid by Lessee and Lessee requests reimbursement thereof).

(ii) Each item of Equipment relating to an obligation specified in the foregoing table has been delivered, installed and accepted by Lessee. Attached hereto is a true and correct copy of the invoice with respect to such obligation.

(iii) The undersigned, as authorized representative of Lessee, has no notice of any vendor's, mechanic's or other liens or rights to liens, chattel mortgages, conditional sales contracts or security interest which should be satisfied or discharged before such payment is made.

(iv) This requisition contains no item representing payment on account, or any retained percentages which Lessee is, at the date hereof, entitled to retain (except to the extent such amounts represent a reimbursement to Lessee).

(v) The Equipment is insured in accordance with the Lease.

(vi) No Event of Default, and no event which with notice or lapse of time, or both, would become an Event of Default, under the Lease has occurred and is continuing at the date hereof.

(vii) The representations, warranties and covenants of Lessee set forth in the Lease are true and correct as of the date hereof.

(vii) No Material Adverse Change has occurred since the date of the execution and delivery of the Lease.

Dated: _____

BRADFORD COUNTY

By: _____
Name: Frank Durrance
Title: Chairman, Board of County Commissioners

Disbursement of funds from the Escrow Account in accordance with the foregoing Disbursement Request hereby is authorized

LEASE SERVICING CENTER, INC.
as Lessor under the Lease

By: _____
Name: _____
Title: _____

BCICAPITAL, INC.
as Assignee under the Lease

By: _____
Name: _____
Title: _____

INCUMBENCY CERTIFICATE

The undersigned, the duly appointed and acting [redacted] of the Bradford County ("Lessee") certifies as follows:

1. The individuals identified below are the duly elected or appointed officers of Lessee holding the offices set forth opposite their respective names.

2. The individuals identified below have the authority on behalf of Lessee to enter into that certain Master Lease Purchase Agreement dated as of May 16, 2019 between such entity and LEASE SERVICING CENTER, INC.

<u>Name</u>	<u>Title</u>	<u>Signature</u>
<u>Frank Durrance</u>	<u>Chairman, Board of County Commissioners</u>	[redacted]
_____	_____	_____

IN WITNESS WHEREOF, I have duly executed this certificate as of May 16, 2019.

By: [redacted]
Name: [redacted]
Title: [redacted]

LESSEE RESOLUTION

RE: Master Lease Purchase Agreement dated as of May 16, 2019 between Lease Servicing Center, Inc. (Lessor) and Bradford County (Lessee) and Schedule No. 001 thereto dated as of May 16, 2019.

At a duly called meeting of the Governing Body of the Lessee (as defined in the Agreement) held on _____ the following resolution was introduced and adopted:

BE IT RESOLVED by the Governing Body of Lessee as follows:

- Determination of Need.** The Governing Body of Lessee has determined that a true and very real need exists for the acquisition of the Equipment described on Exhibit A of Schedule No. 001 to the Master Lease Purchase Agreement dated as of May 16, 2019, between Bradford County (Lessee) and Lease Servicing Center, Inc. (Lessor).
- Approval and Authorization.** The Governing Body of Lessee has determined that the Agreement and Schedule, substantially in the form presented to this meeting, are in the best interests of the Lessee for the acquisition of such Equipment, and the Governing Body hereby approves the entering into of the Agreement and Schedule by the Lessee and hereby designates and authorizes the following person(s) to execute and deliver the Agreement and Schedule on Lessee's behalf with such changes thereto as such person(s) deem(s) appropriate, and any related documents, including any Escrow Agreement, necessary to the consummation of the transaction contemplated by the Agreement and Schedule. Bradford County authorizes the Chairman, Board of County Commissioners, to enter into a Master Lease Purchase Agreement with Lease Servicing Center, Inc. to finance the purchase of (2) 2020 International HV607 Garbage Trucks listed on Exhibit 1 in the amount of \$297,720.00 purchased from Maudlin International Trucks LLC with 5 annual payments of \$64,948.88 starting 6/30/2019.

Authorized Individual(s): Frank Durrance – Chairman, Board of County Commissioners
(Printed or Typed Name and Title of individual(s) authorized to execute the Agreement)

- Adoption of Resolution.** The signatures below from the designated individuals from the Governing Body of the Lessee evidence the adoption by the Governing Body of this Resolution.

By: _____
(Signature of Secretary, Board Chairman or other member of the Governing Body – NOT the authorized individual listed above)

Print Name: Frank Durrance William Sexton Title: County Attorney
(Typed name of individual who signed directly above) (Title of individual who signed directly above)

Attested By: _____
(Signature of one additional person who can witness the passage of this Resolution)

Print Name: Ray Norman Title: Clerk to the Board
(Typed name of individual who signed directly above) (Title of individual who signed directly above)

CORPORATE SEAL HERE

TAX CERTIFICATE

This Tax Certificate (this "Certificate") is executed and delivered as of May 16, 2019 (the "Lease Date") by Bradford County ("Lessee") in connection with that certain Master Lease Purchase Agreement dated as of May 16, 2019 (the "Agreement") by and between Lease Servicing Center, Inc. ("Lessor") and Lease Schedule No. 1 dated as of May 16, 2019 between Lessor and Lessee (the "Lease Schedule," and together with the Agreement, the "Lease"). The terms capitalized herein but not defined herein shall have the meanings assigned to them in the Lease.

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 Lease. As described in the Lease, Lessor shall apply \$297,720.00 (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 Lease.

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 Lease, pursuant to the resolution or other official action of Lessee adopted with respect to the Lease, a copy of which has been delivered to Lessor.

1.3. The Lease is 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 Lease Schedule. The Principal Amount will be paid to Lessee on the date hereof.

1.4. Lessee will complete and timely file for each payment schedule issued under the Lease a Form 8038-G 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").

Section 2. Non-Arbitrage Certifications.

2.1. The Rental Payments due under the Lease 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 Lease 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 Lease Date, (ii) issued or sold pursuant to a common plan of financing with the Lease 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 Lease.

2.3. Other than the Principal Amount, 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 Lease. As used in this certificate, the term "yield" means yield computed by the actuarial method using a 360-day year and semi-annual compounding, resulting in a discount rate which, when used in computing the present worth of all payments of principal and interest to be paid on an obligation, produces an amount equal to the issue price, fair market value, present value or purchase price thereof, as applicable, and is determined in all respects in accordance with Section 148 of the Code.

2.5. The Principal Amount does not exceed the amount necessary for the governmental purpose for which the Lease was 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 Lease.

Section 3. Disbursement of Funds; Reimbursement to Lessee.

3.1. It is contemplated that the entire Principal Amount 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 used by 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 use any portion of the principal amount in order to 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 Lease Date, 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 Lease Date. No portion of the Principal Amount will be used to acquire investments that do not carry out the governmental purpose of the Lease and that have a substantially guaranteed yield in excess of the yield on the Lease.

4.3. (a) Lessee covenants and agrees that it will rebate an amount equal to excess earnings on the Principal Amount 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 no later than 18 months from the Lease Date.

(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 Lease Date 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 Lease Date; 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 Lease Date; and one hundred percent (100%) of the Principal Amount and interest earnings thereon will be applied to the cost of the Equipment by no later than 18 months from the actual Lease Date.

Section 5. No Private Use; No Consumer Loan.

5.1. 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 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 5.1, "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.

5.2. 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 6. No Federal Guarantee.

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

6.2. 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 Lease to be "federally guaranteed" within the meaning of Section 149(b) of the Code.

Section 7. Post-Issuance Compliance.

7.1 In the event an action takes place (or is anticipated to take place) that will cause the Equipment not to be used for qualified uses under Section 141 of the Code, Lessee will consult with bond counsel as soon as practicable about taking remedial action as described in Treasury Regulation Section 1.141-12. Lessee will take all actions necessary to ensure that the "nonqualified bonds" (as defined in Treasury Regulation Section 1.141-12) are properly remediated in accordance with the requirements of the Treasury Regulations. Lessee is familiar with the Internal Revenue Service's Voluntary Compliance Agreement Program pursuant to which issuers of tax-exempt debt may voluntarily resolve violations of the Code and applicable Treasury Regulations on behalf of the holders of such debt or themselves through closing agreements with the Internal Revenue Service.

7.2. Lessee will actively monitor the requirements of the Code and the Treasury Regulations (a) set forth in this certificate and confirm that such requirements are met no less than once per year; (b) related to the allocation and accounting of proceeds to capital projects and will maintain a list that specifies the allocation of proceeds of the Lease to the costs of the Equipment; and (c) related to arbitrage limitations, including yield restriction, rebate requirements and the investment of gross proceeds of the Lease. The office within Lessee that is currently responsible for such monitoring is the finance department.

Section 8. Miscellaneous.

8.1. Lessee shall keep a complete and accurate record of all owners or assignees of the Lease 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 Lease.

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.

[Signature Page Follows]

IN WITNESS WHEREOF, this Tax Certificate has been executed on behalf of Lessee as of the
Lease Date.

BRADFORD COUNTY

By: 

Name: Frank Durrance

Title: Chairman, Board of County Commissioners

[Letterhead of Counsel to Lessee]

[Closing Date]

Lease Servicing Center, Inc.
220 22nd Ave E., Suite 106
Alexandria, MN 56308

Re: Lease Schedule No. 1, dated May 16, 2019, to Master Lease Purchase Agreement, dated as of May 16, 2019, between LEASE SERVICING CENTER, INC. as Lessor, and BRADFORD COUNTY, as Lessee

Ladies and Gentlemen:

[I][We] have acted as counsel to BRADFORD COUNTY ("Lessee") in connection with the above-referenced transaction. In such capacity, [I][We] have reviewed (a) an executed counterpart of a certain Master Lease Purchase Agreement, dated as of May 16, 2019 (the "Agreement"), by and between LEASE SERVICING CENTER, INC. ("Lessor") and Lessee and an executed counterpart of Lease Schedule No. 1, dated May 16, 2019 (the "Lease Schedule"), by and between Lessor and Lessee, which, among other things, provides for the lease of certain property listed in the Lease Schedule (the "Equipment") and a certain Escrow Agreement dated May 16, 2019 (the "Escrow Agreement"), among Lessor, Lessee, and City National Bank of Florida, as escrow agent, (b) an executed counterpart of the ordinances or resolutions of Lessee which, among other things, authorize Lessee to execute the Agreement and the Lease Schedule and (c) such other opinions, documents and matters of law as I have deemed necessary in connection with the following opinions. The Lease Schedule and the terms and provisions of the Agreement incorporated therein by reference together with the Rental Payment Schedule attached to the Lease Schedule are herein referred to collectively as the "Lease", and the Lease and the Escrow Agreement are referred to collectively as the "Transaction Documents." Terms capitalized in this opinion but not defined herein shall have the meanings assigned to them in the Lease. Based upon foregoing, it is [my][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 has the requisite power and authority to lease and acquire the Equipment and to execute and deliver the Transaction Documents and to perform its obligations under the Lease.
3. Each of the Transaction Documents 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 Transaction Documents 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 Transaction Documents 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.

6. There is no proceeding pending or threatened in any court or before any governmental authority or arbitration board or tribunal that, if adversely determined, would adversely affect the transactions contemplated by the Transaction Documents or the security interest of Lessor or its assigns, as the case may be, in the Equipment or other collateral thereunder.

This opinion may be relied upon by the addressee hereof and its successors and assignees of interests in the Transaction Documents.

Very truly yours,

**INSURANCE REQUEST
(FAX COVER SHEET)**

TO: _____
(Agent's Name)

(Name of Insurance Agency)

(Street Address)

(City, ST Zip Code)

FAX: _____
(Please include area code)

Phone: _____
(Please include area code)

In connection with our Lease between **LEASE SERVICING CENTER, INC.** ("Lessor") and us, you are hereby authorized and instructed to provide to the Assignee evidence of insurance for the coverages and endorsements indicated below. Evidence of insurance in the form of a certificate is acceptable until formal endorsements can be issued. Please provide the evidence of insurance to the Assignee at: Lease Servicing Center, Inc. AOIA, 220 22nd Ave E., Suite 106, Alexandria, MN 56308, **and please email or fax to the party above.**

The insurance requirements listed below are required to cover the equipment described on the attached schedule.

LIABILITY REQUIREMENTS

1. Public liability insurance, both personal injury and property damage, with a single limit of \$1,000,000.00 per occurrence, no deductible.
2. Endorsement stating **Lease Servicing Center, Inc. AOIA**, its successors and assigns, is an additional insured with respect to any and all equipment leased under the Lease No. 1, dated May 16, 2019.

PROPERTY DAMAGE REQUIREMENTS

1. All risk extended coverage, malicious mischief and vandalism, for not less than \$297,720.00 greater of full replacement value, no deductible.
2. Endorsement stating **Lease Servicing Center, Inc. AOIA**, is the sole loss payee with respect to any and all equipment leased under Lease Schedule No. 1, for not less than \$297,720.00.

GENERAL REQUIREMENTS

1. Endorsement giving Lessor thirty (30) days' prior written notice of the effective date of any material alteration or cancellation of such coverage.

2. Endorsement confirming that the interest of Lessor shall not be invalidated by any actions, inactions, breach of warranty or conditions or negligence of the undersigned party or any person other than Lessor.

3. Endorsement waiving any right of insurer to subrogation action against Assignee.

Date: May 16, 2019

Bradford County

By: 

Name: Frank Durrance

Title: Chairman, Board of County Commissioners

PAY PROCEEDS LETTER

May 16, 2019


Lease Servicing Center, Inc.
220 22nd Ave E., Suite 106
Alexandria, MN 56308

Ladies and Gentlemen:

The undersigned, an authorized officer of Bradford County ("Lessee"), hereby authorizes Lease Servicing Center, Inc. ("Lessor") to pay the proceeds of the financial accommodations provided to Lessee by Lessor evidenced by that certain Master Lease Purchase Agreement, dated as of May 16, 2019 and the related Lease Schedule No.1, dated May 16, 2019, between Lessor and Lessee, to the following account of Lessee:

<u>Account :</u>	<u>Amount of Deposit</u>
City National Bank of Florida Account #:	\$297,720.00

BRADFORD COUNTY

By: 
Name: Frank Durrance
Title: Chairman, Board of County Commissioners

NOTICE AND ACKNOWLEDGMENT OF ASSIGNMENT

Reference is hereby made to that certain Master Lease Purchase Agreement dated as of May 16, 2019 (the "**Lease Agreement**"), between Lease Servicing Center, Inc. ("**Lessor**") and Bradford County ("**Lessee**"). Capitalized terms used herein but not otherwise defined shall have the meanings set forth in the Lease Agreement.

Lessor hereby gives Lessee notice, and Lessee hereby acknowledges receipt of notice, that Lessor has assigned to BciCapital, Inc. ("**Assignee**"), whose offices are at 390 N. Orange Ave., Suite 2600, Orlando, FL 32801, all right, title, interest and obligations of Lessor in and to Lease Schedule No. 1 dated as of May 16, 2019 (the "**Lease Schedule**"), executed pursuant to the Lease Agreement, and the Lease Agreement together with all schedules, exhibits, addenda, instruments, certificates and other agreements executed in connection therewith, in each case solely to the extent related to such Lease Schedule (together with the Lease Schedule, collectively, the "**Lease Documents**") together with the equipment described in the Lease Documents (the "**Equipment**");

From and after the date of this Notice, all payments now or hereafter becoming due pursuant to the Lease Documents or with respect to the Equipment described in the Lease Documents shall be paid directly to Assignee as Assignee shall direct in Assignee's invoices.

In recognition of Assignee's reliance upon this Notice and Acknowledgment of Assignment, Lessee/Borrower certifies, confirms and agrees as follows:

1. The Lease Documents have been duly authorized, executed and delivered by Lessee; constitute the legal, valid and binding obligation of Lessee, enforceable against Lessee in accordance with the terms thereof; are in full force and effect on the date of execution of this notice by such party; are free from all defenses, set-offs, claims, counterclaims or any right to cancellation or termination; and no default or event which, with the passage of time or the giving of notice, or both, would constitute a default under the Lease Documents has occurred. All names, addresses, signatures, amounts and other facts contained in the Lease Documents are correct

2. There are no modifications, amendments or supplements to, or waiver of Lessee's obligations under, the Lease Documents which relate to the Lease Documents; and any future modification, termination, amendment, supplement or waiver to the Lease Documents which relates to the Lease Documents, or settlement of amounts due thereunder which relates to the Lease Documents, shall be ineffective without Assignee's prior written consent.

3. There has been no prepayment of any sums payable under the Lease Documents. There are 5 annual rental payments due under the Lease Documents. There are 5 payments remaining in the amount of \$64,948.88 each commencing 6/30/2019. No casualty has occurred with respect to the Equipment. The Equipment has been delivered to and accepted by Lessee and is in good working order, in the condition required under the Master Lease Purchase Agreement, and suitable for Lessee's purposes in all respects. The Equipment is in the possession of Lessee. The Designated Schedule is current in all respects, including, but not limited to, the payment of any applicable sales, use and personal property taxes.

4. Lessee acknowledges and agrees that (i) Assignee shall be the lien holder on the Equipment and Assignor shall have no interest or authority of any nature regarding the Equipment or the Lease Documents, (ii) Lessee will deal exclusively with respect to the Lease Documents with Assignee, and Lessee will deliver all payments and copies of all notices and other communications given or made by Lessee relating to the Lease Documents and the Equipment to Assignee at the address listed above, (iii) so far as enforcement of the Lease Documents is concerned, notwithstanding the existence of other schedules or supplements thereto, the Lease Documents are separate and severable and Assignee may take enforcement action independently of other lessors, equipment owners or financing parties having an

interest in the Lease Agreement and other equipment schedules not included in the Lease Documents, (iv) Lessee will execute such other instruments and take such actions as Assignee reasonably may require to further confirm the vesting of rights under the Lease Documents in Assignee and Assignee's ownership of the Equipment, and (v) Lessee waives any right to revoke its acceptance of the Equipment.

5. Lessee has not received notice of a prior sale, transfer, assignment, hypothecation or pledge of the Lease Documents or any payments due or to become due thereunder.

6. Lessee will keep the Lease Documents and the Equipment free and clear of all liens and encumbrances (other than the interest of Assignee or parties claiming by, through or under Assignee).

7. All representations and duties of Lessor intended to induce Lessee to enter into the Lease Documents, whether required by the Lease Documents or otherwise, have been fulfilled.

8. Lessee has executed one (1) original each of the Lease Documents (which were delivered to Lessor), and currently has no original in its possession.

9. All representations and warranties of the Lessee in the Lease Documents are true and correct.

10. Lessee agrees to promptly send to Assignee such financial statements and other notices as may be required to be sent to Lessor under the terms of the Master Lease Purchase Agreement, as assignee of Assignor's interest under the Lease Documents, directly to Assignee at Assignee's address set forth hereinabove.

11. Pursuant to the terms of the Lease Documents, Lessee hereby agrees to promptly add Assignee as a loss payee and as an additional insured under each casualty and liability insurance policy maintained by Lessee as may be required under the Lease Documents and to furnish to Assignee evidence of such insurance coverage not later than the date hereof.

[Remainder of This Page Intentionally Left Blank]

ACCEPTED AND AGREED to on this [redacted] day of [redacted], 2019

Lease Servicing Center, Inc.

Bradford County

Lessor

Lessee

By: _____
Name: _____
Title: _____

By: [redacted]
Name: Frank Durrance
Title: Chairman, Board of County
Commissioners

BciCapital, Inc.

Assignee

By: _____
Name: _____
Title: _____

Information Return for Tax-Exempt Governmental Obligations

▶ Under Internal Revenue Code section 149(e)

▶ See separate instructions.

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

Part I Reporting Authority		If Amended Return, check here <input type="checkbox"/>	
1 Issuer's name Bradford County		2 Issuer's employer identification number (EIN) 59-6000519	
3a Name of person (other than issuer) with whom the IRS may communicate about this return (see instructions) Frank Durrance - Chairman, Board of County Commissioners		3b Telephone number of other person shown on 3a	
4 Number and street (or P.O. box if mail is not delivered to street address) PO Drawer B		Room/suite	5 Report number (For IRS Use Only) 3
6 City, town, or post office, state, and ZIP code Starke, FL 32091		7 Date of issue 05/30/2019	
8 Name of issue Master Lease Purchase Agreement dated as of May 16, 2019		9 CUSIP number	
10a Name and title of officer or other employee of the issuer whom the IRS may call for more information (see instructions) Bennie Jackson - Solid Waste Director		10b Telephone number of officer or other employee shown on 10a (904) 966-6212	

Part II Type of Issue (enter the issue price). See the instructions and attach schedule.		
11 Education		
12 Health and hospital		
13 Transportation		
14 Public safety		
15 Environment (including sewage bonds)		
16 Housing		
17 Utilities		
18 Other. Describe ▶ (2) 2020 International HV607 Garbage Trucks		297,720 00
19 If obligations are TANs or RANs, check only box 19a	<input type="checkbox"/>	
If obligations are BANs, check only box 19b	<input type="checkbox"/>	
20 If obligations are in the form of a lease or installment sale, check box	<input 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 06/30/2023	\$ 297,720.00	\$ 0	4 years	4.34 %

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

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 (MM/DD/YYYY)	_____
34 Enter the date(s) the refunded bonds were issued (MM/DD/YYYY)	_____

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 (GIC) (see instructions)	36a		
b	Enter the final maturity date of the GIC ▶ _____			
c	Enter the name of the GIC provider ▶ _____			
37	Pooled financings: Enter the amount of the proceeds of this issue that are to be used to make loans to other governmental units	37		
38a	If this issue is a loan made from the proceeds of another tax-exempt issue, check box <input type="checkbox"/> and enter the following information:			
b	Enter the date of the master pool obligation ▶ _____			
c	Enter the EIN of the issuer of the master pool obligation ▶ _____			
d	Enter the name of the issuer of the master pool obligation ▶ _____			
39	If the issuer has designated the issue under section 265(b)(3)(B)(i)(III) (small issuer exception), check box			<input type="checkbox"/>
40	If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check box			<input type="checkbox"/>
41a	If the issuer has identified a hedge, check here <input type="checkbox"/> and enter the following information:			
b	Name of hedge provider ▶ _____			
c	Type of hedge ▶ _____			
d	Term of hedge ▶ _____			
42	If the issuer has superintegrated the hedge, check box			<input type="checkbox"/>
43	If the issuer has established written procedures to ensure that all nonqualified bonds of this issue are remediated according to the requirements under the Code and Regulations (see instructions), check box			<input type="checkbox"/>
44	If the issuer has established written procedures to monitor the requirements of section 148, check box			<input type="checkbox"/>
45a	If some portion of the proceeds was used to reimburse expenditures, check here <input type="checkbox"/> and enter the amount of reimbursement ▶ _____			
b	Enter the date the official intent was adopted ▶ _____			

Signature and Consent	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. I further declare that I consent to the IRS's disclosure of the issuer's return information, as necessary to process this return, to the person that I have authorized above.				
	▶ _____ Signature of issuer's authorized representative		Date		▶ Frank Durrance, Chairman Board of Cty. Comm. Type or print name and title
Paid Preparer Use Only	Print/Type preparer's name		Preparer's signature		Date
	Firm's name ▶ _____				Check <input type="checkbox"/> if self-employed
	Firm's address ▶ _____				Firm's EIN ▶ _____ Phone no. _____

BOARD OF COUNTY COMMISSIONERS OF BRADFORD COUNTY, FLORIDA

AGENDA ITEM INFORMATION SHEET

DATE: June 3, 2019

AGENDA ITEM 6 (B): A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF BRADFORD COUNTY, FLORIDA AUTHORIZING EXECUTION OF A TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT WITH THE STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION; PROVIDING FOR THE DESIGNATION OF A SIGNATORY FOR SAID AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

DEPARTMENT: County Attorney

PURPOSE: This resolution executes an agreement with DOT for maintenance and compensation of certain traffic signals in Bradford County.

ASSOCIATED COST(S): N/A

BUDGET LINE (G/L #): N/A

RESOLUTION 2019 – _____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF BRADFORD COUNTY, FLORIDA AUTHORIZING EXECUTION OF A TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT WITH THE STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION; PROVIDING FOR THE DESIGNATION OF A SIGNATORY FOR SAID AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the State of Florida, Department of Transportation (FDOT) provides compensation to Florida Counties for their provision of maintenance and support for the operation of traffic signals on the State Highway System; and

WHEREAS, the Board of County Commissioners of Bradford County, Florida has regularly entered into agreements with the FDOT for maintenance of and compensation for certain traffic signals in Bradford County, Florida; and

WHEREAS, FDOT has provided Bradford County with an amendment to the existing agreement for maintenance of and compensation for certain traffic signals; and

WHEREAS, the Board of County Commissioners of Bradford County, Florida finds that entry into said agreement amendment with the FDOT for maintenance of and compensation for certain traffic signals is in the best interest of Bradford County and its citizens.

NOW THEREFORE be it resolved by the Board of County Commissioners of Bradford County, Florida as follows:

Section 1. Adoption and Incorporation of Recitals.

The Board of County Commissioners of Bradford County, Florida adopts the above-outlined recitals and incorporates them herein as part and parcel of this resolution.

Section 2. Purpose and Authority for Resolution.

This resolution is adopted for the purpose of authorizing execution of an *Amendment to the Traffic Signal Maintenance and Compensation Agreement* with the State of Florida, Department of Transportation and is adopted pursuant to the authority granted by Chapter 125, *Florida Statutes*.

Section 3. Authorization for Execution of Agreement Amendment.

The Board of County Commissioners of Bradford County, Florida authorizes execution of the *Amendment to the Traffic Signal Maintenance and Compensation Agreement* with the State of Florida, Department of Transportation, which is attached hereto as Exhibit "1" and incorporated herein by reference.

Section 4. Designation of Signatory for Closing Statements/Documents.

The Chairman of the Board of County Commissioners of Bradford County, Florida is designated as the signatory for agreement attached hereto as Exhibit "1".

Section 5. Effective Date of Resolution.

This resolution shall be effective immediately upon adoption by the Board of County Commissioners of Bradford County, Florida.

The remainder of this page intentionally left blank.

RESOLVED AND ADOPTED by the Board of County Commissioners of Bradford County,
Florida, with a quorum present and voting, this 3rd day of June 2019.

BOARD OF COUNTY COMMISSIONERS OF
BRADFORD COUNTY, FLORIDA

By: FRANK DURRANCE, as its
Chairman

ATTEST:

By: RAY NORMAN, as
Clerk to the Board

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

By: WILLIAM E. SEXTON, as
County Attorney

RESOLUTION 2019 – _____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF BRADFORD COUNTY, FLORIDA AUTHORIZING EXECUTION OF A TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT WITH THE STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION; PROVIDING FOR THE DESIGNATION OF A SIGNATORY FOR SAID AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

EXHIBIT 1

Amendment to the Traffic Signal Maintenance and Compensation Agreement

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**AMENDMENT TO THE TRAFFIC SIGNAL MAINTENANCE
AND COMPENSATION AGREEMENT**

CONTRACT NO. ARV17
FINANCIAL PROJECT NO. 41351918809
F.E.I.D. NO. F596000519035
AMENDMENT NO. _____

THIS AMENDMENT TO THE TRAFFIC SIGNAL AND MAINTENANCE AGREEMENT ("Amendment") is made and entered into on this _____ day of _____, by and between the STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION ("Department"), an agency of the State of Florida, and Bradford County, ("Maintaining Agency").

RECITALS

WHEREAS, the Department and the Maintaining Agency on _____ entered into a Traffic Signal Maintenance and Compensation Agreement ("Agreement").

WHEREAS, the Parties have agreed to modify the Agreement on the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the mutual covenants in this Amendment, the Agreement is amended as follows:

1. Exhibit A is amended, superseded and replaced in its entirety with the new Exhibit A that is attached to this Amendment.

IN WITNESS WHEREOF, the undersigned parties have executed this Amendment on the day, month and year set forth above.

_____, Florida
(Maintaining Agency)

By:

(Authorized Signature)

Print/Type Name: _____

Title: _____

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

By:

(Authorized Signature)

Print/Type Name: _____

Title: _____

Legal Review: _____

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT

750-010-22
 TRAFFIC OPERATIONS
 06/16

Reimbursement for Maintenance and Operation

Exhibit A										
Compensation for Maintaining Traffic Signals and Devices for FY 2020										
Effective Date: from 07/01/2019 to 06/30/2020										
BRADFORD COUNTY										
Intersection Location	Traffic Signals (TS)	Traffic Signal - Interconnected & monitored (IMTS)	Intersection Control Beacon (ICB)	Pedestrian Flashing Beacon (PFB)	Emergency Fire Dept. Signal (FDS)	Speed Activated Warning Display (SAWD) or Blank Out Sign (BOS)	Traffic Warning Beacon (TWB)	Travel Time Detector (TTD)	Uninterruptible Power Supplies (UPS)	Compensation Amount (using Unit Rates from Exhibit B)
SR16 at CR225			\$850							\$850
SR200, (US301) at CR 227/SE 125 ST.	\$3,393									\$3,393
SR100 at CR18						\$341				\$341
SR100 at SE109TH ST.						\$341				\$341
SR100 at CR100A						\$341				\$341
SR100 at CR100A/SE144TH ST.						\$341				\$341

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT

750-010-22
 TRAFFIC OPERATIONS
 06/16

Reimbursement for Maintenance and Operation

Exhibit A										
Compensation for Maintaining Traffic Signals and Devices for FY 2020										
Effective Date: from 07/01/2019 to 06/30/2020										
BRADFORD COUNTY										
Intersection Location	Traffic Signals (TS)	Traffic Signal - Interconnected & monitored (IMTS)	Intersection Control Beacon (ICB)	Pedestrian Flashing Beacon (PFB)	Emergency Fire Dept. Signal (FDS)	Speed Activated Warning Display (SAWD) or Blank Out Sign (BOS)	Traffic Warning Beacon (TWB)	Travel Time Detector (TTD)	Uninterruptible Power Supplies (UPS)	Compensation Amount (using Unit Rates from Exhibit B)
SR200, (US301) at SR 223 NORTH OF STARKE	\$3,393									\$3,393
SR200, (US301) at CR 18	\$3,393									\$3,393
SR100 at CR235/SW 132 AVE							\$341			\$341
Total Lump Sum Amount*										\$17,832.00

* Amount paid shall be the Total Lump Sum (minus any retainage or forfeiture).

I certify that the above Traffic Signals and Devices will be maintained and operated in accordance with the requirements of the Traffic Signal Maintenance and Compensation Agreement. For satisfactory completion of all services detailed in this Agreement for this time period, the Department will pay the Maintaining Agency a Total Lump Sum (minus any retainage or forfeiture) of \$17,832.00

 Maintaining Agency

 Date

 District Traffic Operations Engineer

 Date

BOARD OF COUNTY COMMISSIONERS OF BRADFORD COUNTY, FLORIDA

AGENDA ITEM INFORMATION SHEET

DATE: June 3, 2019

AGENDA ITEM 7 (A): A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF BRADFORD COUNTY, FLORIDA CONFIRMING THE PROCLAMATION OF A LOCAL STATE OF EMERGENCY FOR THE PURPOSE OF IMPOSING A BURN BAN IN BRADFORD COUNTY, FLORIDA; AND PROVIDING AN EFFECTIVE DATE.

DEPARTMENT: Emergency Management

PURPOSE:

As of May 28, 2019, unusually dry weather and other relevant conditions posed a severe threat to Bradford County and required that timely precautions be taken to protect the community, critical infrastructure and general welfare of Bradford County.

The Bradford County Emergency Management Director declared and proclaimed a local state of emergency in Bradford County, Florida for the purpose of imposing a burn ban for the period commencing on May 28, 2019 and continuing through June 3, 2019.

ASSOCIATED COST(S): N/A

BUDGET LINE (G/L #): N/A

RESOLUTION 2019 - _____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF BRADFORD COUNTY, FLORIDA CONFIRMING THE PROCLAMATION OF A LOCAL STATE OF EMERGENCY FOR THE PURPOSE OF IMPOSING A BURN BAN IN BRADFORD COUNTY, FLORIDA; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on March 5, 2011, the Board of County Commissioners of Bradford County, Florida adopted Ordinance 2001-05; later codified as Chapter 26 of the *Bradford County Code of Ordinances* (hereinafter referred to as the *Code*) invoking the powers provided for in Chapter 252, *Florida Statutes*; and

WHEREAS, pursuant to Section 26-8(a) of the *Code*, the Board of County Commissioners of Bradford County, Florida granted authority to the Emergency Management Director to declare, by proclamation, a state of local emergency from time to time when it is determined that conditions exist giving rise to such a declaration, and;

WHEREAS, according to Section 252.38(3)(a)(5), *Florida Statutes*, the duration of each state of emergency declared locally is limited to seven days and may be extended, as necessary, in seven-day increments; and

WHEREAS, as of May 28, 2019, unusually dry weather and other relevant conditions posed a severe threat to Bradford County and required that timely precautions be taken to protect the community, critical infrastructure, and general welfare of Bradford County; and

WHEREAS, on May 28, 2019, the Bradford County Emergency Management Director declared and proclaimed a local state of emergency in Bradford County, Florida for the purpose of imposing a burn ban for the period commencing on May 28, 2019 and continuing through June 3, 2019; and

WHEREAS, the Board of County Commissioners of Bradford County, Florida finds that the aforementioned declaration of a state of local emergency for the period beginning May 28, 2019 and continuing through June 3, 2019 was and remains in best interest of Bradford County, Florida and its citizens.

NOW THEREFORE be it resolved by the Board of County Commissioners of Bradford County, Florida as follows:

Section 1. Adoption and Incorporation of Recitals.

The Board of County Commissioners of Bradford County, Florida adopts the above-outlined recitals and incorporates them herein as part and parcel of this resolution.

Section 2. Purpose and Authority for Resolution.

This resolution is adopted for the purpose of confirming the May 28, 2019 proclamation by the Bradford County Emergency Management Director declaring a local state of emergency in Bradford County, Florida, for the purpose of imposing a burn ban, resulting from unusually dry weather and other relevant conditions and is adopted pursuant to the authority granted by Chapters 125 and 252, *Florida Statutes*, and Chapter 26, *Bradford County Code of Ordinances*.

Section 3. Confirmation of Proclamation and Declaration of Emergency.

The Board of County Commissioners of Bradford County, Florida hereby confirms the May 28, 2019 proclamation by the Bradford County Emergency Management Director declaring a local state of emergency in Bradford County, Florida for the purpose of imposing a burn ban, resulting from unusually dry weather and other relevant conditions, which is attached hereto as Exhibit 1 and incorporated herein by reference, and declares a local state of emergency in Bradford County, Florida for the period commencing on May 28, 2019 and continuing through June 3, 2019.

Section 4.

Regulations Imposed During Local State of Emergency.

During the local state of emergency and burn ban confirmed and imposed by this Resolution, Bradford County's citizens are asked to exercise extreme caution with respect to all matters related to the use of materials which may cause combustion or fire. The following, non-exclusive list of regulations is also imposed:

- A. During the local state of emergency confirmed and imposed by this Resolution, it shall be unlawful for any person to ignite or otherwise cause an open fire;
- B. During the local state of emergency confirmed and imposed by this Resolution, it shall be unlawful for any person to use of fireworks, sparklers, or to burn any materials in a barrel or other similar device;
- C. The burn ban confirmed and imposed by this Resolution shall not include cooking on a grill outside but extreme caution should be used when cooking outside.
- D. Exception to the burn ban confirmed and imposed by this Resolution may only be granted by the Bradford County Emergency Management Director or the Florida Forest Service after request for any such exception is submitted by the individual concerned and an onsite inspection is made and it is determined by a Bradford County Emergency Management and/or Florida Forest Service representative that such burning can be safely accomplished;
- E. Any person, firm, partnership, or corporation violating the provisions of the local state of emergency and burn ban confirmed and imposed by this Resolution, unless an exception has been approved by Bradford County Emergency Management Director and/or the Florida Forest Service, as outline above shall be guilty of a misdemeanor of the first degree, punishable as provided in Chapter 775.083, *Florida Statutes*, or, in the case of individuals, the members of a partnership and the responsible officers and agents of

an association or corporation, punishable as provided in Chapter 775.082 or Chapter 775.083, *Florida Statutes*.

Section 5. Effective Date of Resolution.

This resolution shall be effective immediately upon adoption by the Board of County Commissioners of Bradford County, Florida.

RESOLVED AND ADOPTED by the Board of County Commissioners of Bradford County, Florida, with a quorum present and voting, this 3rd day of June, 2019.

BOARD OF COUNTY COMMISSIONERS OF
BRADFORD COUNTY, FLORIDA

By: FRANK DURRANCE, its
 Chairman

ATTEST:

By: RAY NORMAN, as
 Clerk to the Board

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

By: WILLIAM E. SEXTON, as
 County Attorney

BOARD OF COUNTY COMMISSIONERS OF BRADFORD COUNTY, FLORIDA

PROCLAMATION DECLARING A LOCAL STATE OF EMERGENCY

A PROCLAMATION BY THE EMERGENCY MANAGEMENT DIRECTOR OF BRADFORD COUNTY, FLORIDA, DECLARING A LOCAL STATE OF EMERGENCY FOR THE PURPOSE OF IMPOSING A BURN BAN IN BRADFORD COUNTY AS AUTHORIZED BY SECTION 252.38(3)(a)(5), *FLORIDA STATUTES*.

WHEREAS, on March 5, 2011, the Board of County Commissioners of Bradford County, Florida adopted Ordinance 2001-05; later codified as Chapter 26 of the *Bradford County Code of Ordinances* (hereinafter referred to as the Code) invoking the powers provided for in Chapter 252, *Florida Statutes*; and

WHEREAS, pursuant to Section 26-8(a) of the Code, the Board of County Commissioners of Bradford County, Florida granted authority to the Emergency Management Director to declare, by proclamation, a state of local emergency from time to time when it is determined that conditions exist giving rise to such a declaration; and

WHEREAS, according to Section 252.38(3)(a)(5), *Florida Statutes*, the duration of each state of emergency declared locally is limited to seven days and may be extended, as necessary, in seven-day increments; and

WHEREAS, a countywide burn ban is in effect for Bradford County due to the unusually dry weather conditions increasing the probability of wildfires. The mandatory ban affects all of Bradford County, including rural and municipal areas. It will remain in effect until formally terminated by a majority of the Bradford County Commission; and

WHEREAS, the burn ban prohibits all outdoor burning that has not been specifically permitted by the State of Florida, Division of Forestry, as well as the use of any fireworks, sparklers, flares, or other pyrotechnic devices except for public displays requiring a permit; and

WHEREAS, the use of Liquid Propane Gas/ Liquid Natural Gas (LPG/LNG) grills and charcoal grills is permitted, the public is encouraged to keep a constant watch for any stray sparks or embers while cooking outdoors. Additionally, due to the potential for accidental ignitions, the use of motorized equipment such as ATVs and dirt bikes is discouraged during times of high wildfire risk; and

WHEREAS, the public is encouraged to bear in mind that lawnmowers, both push and riding, also pose accidental ignition risks. Citizens are asked to exercise extreme caution during the burn ban; and

WHEREAS, homeowners are encouraged to reduce the risk of damage from wildfires by clearing the area around their homes of underbrush and/or dry plants/vegetation as these items create fuel for wildfires as well as to ensure that roofs and gutters are clear of trees and debris; and

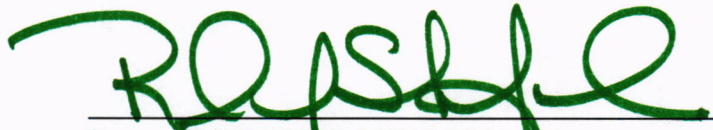
WHEREAS, any burning within Bradford County during the imposed ban will be in violation of County Ordinance 2001-05, Section 26-8(a); and section 252.50 of *Florida Statutes*. It will be considered a second-degree misdemeanor, punishable by up to a 60-day imprisonment and up to a \$500.00 fine. Persons responsible for unlawful burning could also bear costs associated with extinguishing fires.

NOW THEREFORE, pursuant to the authority granted by Chapter 26, *Bradford County Code*, and Chapter 252, *Florida Statutes*, for the aforementioned and above-outlined reasons, I hereby declare and proclaim a local state of emergency in Bradford County, Florida, for the period commencing on May 28, 2019 and continuing through June 3, 2019.

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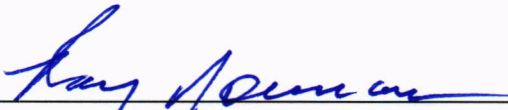
DULY PROCLAIMED this 28th day of June 2019 by the Emergency Management Director
of Bradford County, Florida.

BOARD OF COUNTY COMMISSIONERS OF
BRADFORD COUNTY, FLORIDA



By: RAYMOND SHUFORD, as its
Emergency Management Director

ATTEST:



By: RAY NORMAN, as
Clerk to the Board

ROBERT

Robert

BOARD OF COUNTY COMMISSIONERS OF BRADFORD COUNTY, FLORIDA

AGENDA ITEM INFORMATION SHEET

DATE: May 16, 2019

AGENDA ITEM 9(A) Community Development Department Presentation

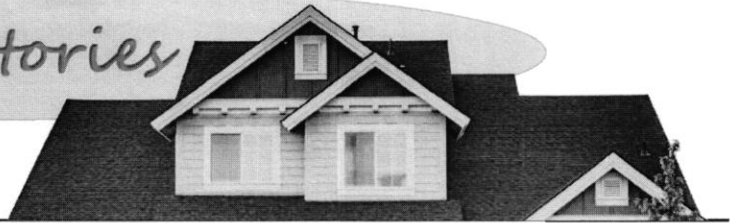
DEPARTMENT: Community Development

PURPOSE: Annual presentation

ASSOCIATED COST(S): N/A

BUDGET LINE (G/L #): N/A

SHIP Success Stories



Over the years, the State Housing Initiatives Partnership (SHIP) has provided funds to help thousands of lower-income Floridians in their communities. To show the critical importance of this program, the Florida Housing Coalition is highlighting some of SHIP's many successes. Sherry Ruszkowski, the executive director of The Arc in Bradford County, worked closely with the Bradford County Community Development Department. Here is her story:

Just a few years ago, The Arc in Bradford County had approval and funding to build a six-bedroom group home for women with various levels of disabilities.

"We thought it would be fairly simple because we owned the property," says Sherry Ruszkowski, Arc executive director.

But then the project fell through because the low-lying property would have needed so much alteration that the cost became prohibitive.

"It was very disheartening," says Sherry.

But not for long.

Sherry teamed up with Kelly Canady, the SHIP administrator in Bradford, and they came up with a plan to renovate Stella's Place, an aging building that was home to disabled women from 49- to 78-years-old.

"The big issue was the house had older ladies in it, and it was not accessible anymore" Sherry recalls.

By the end of 2017, Stella's Place had undergone a major makeover. All interior and exterior doorways were widened according to ADA accessibility requirements. Likewise, all bathrooms were updated to ADA standards, with walk-in showers, ADA compliant sinks, grab bars, accessible toilets and surface-mounted medicine cabinets.

In addition, a new fire control system was installed. Other repairs included features commonly involved in many SHIP rehabs—new metal roof, new windows, new HVAC and septic system and carpet replaced by tile to reduce the risk of residents tripping.

One of the renovations most popular with the residents is a new screened-in porch.

"The ladies love it," Sherry says.

Another big hit is a covered walkway to the driveway that includes handrails.

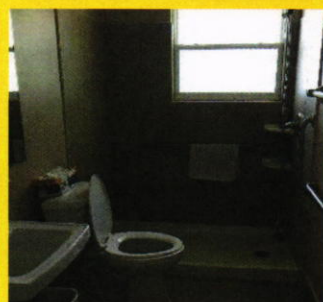
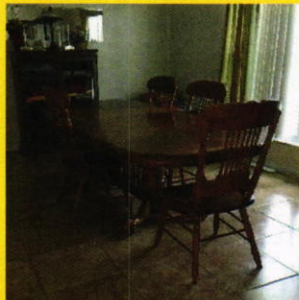
"Now when the ladies come out of the house to get on the bus they won't get rained on," Sherry says. "The bus can pull right up to the awning, and they don't have to get wet at all."

Sherry says none of this would have been possible without SHIP.

"I'm just very thankful that she (Kelly) was willing to step out and try to develop new strategies to help us because without that we would not have been able to get all of the work done on the house."

Stella's Place


The Arc
Bradford County



BOARD OF COUNTY COMMISSIONERS OF BRADFORD COUNTY, FLORIDA

AGENDA ITEM INFORMATION SHEET

DATE: June 3, 2019

AGENDA ITEM 9 (B): Consider approval of 2020 Census Complete County Committee

DEPARTMENT: County Manager

PURPOSE: Encourage participation/completion of the 2020 Census.

ASSOCIATED COST(S): N/A

BUDGET LINE (G/L #): N/A

2020 Census Complete County Committee Members:

1. Brad Carter, County Manager
2. Rachel Rhoden, Deputy County Manager
3. Sheriff Gordon Smith
4. Tax Collector Teresa Phillips
5. Property Appraiser Kenny Clark
6. Clerk of Clerk Ray Norman
7. Supervisor of Elections Terry Vaughan
8. Pam Whittle, NCFCC
9. Patricia Evans, BCDA
10. Stacey Creighton, School Superintendent
11. Mary Lou Hildreth, City of Hampton
12. Charlene Thomas, Town of Brooker
13. Bob Milner, City of Starke
14. Lisa Harley, City of Lawtey

BOARD OF COUNTY COMMISSIONERS OF BRADFORD COUNTY, FLORIDA

AGENDA ITEM INFORMATION SHEET

DATE: June 3, 2019

AGENDA ITEM 9 (C): Provide direction to staff concerning the seeking of liquidated damages from Anderson Columbia Co., Inc. for exceeding the agreed upon contract completion date for Road Construction Project - S.E. 150th Street.

DEPARTMENT: County Manager

PURPOSE:

Original Substantial Completion Date: February 21, 2019

Change Order No. 1 Granting a Time Extension: April 13, 2019
(Recommended by Jones Edmunds and Associates due to inclement weather and approved by BOCC)

Change Order No. 2 Granting a Time Extension: April 29, 2019
(Recommended by Jones Edmunds and Associates due to inclement weather and approved by BOCC)

Anderson Columbia has exceed their contract completion date of April 29, 2019, and therefore staff recommends seeking liquidated damages in the amount of \$400.00 for each calendar day the work is not completed beyond agreed upon contract period, per contract agreement dated August 6, 2018.

Jones Edmunds and Associates, our C.E.I. consultant for this project, and Road Superintendent Jason Dodds has reviewed this matter and agrees that there is no basis for any additional extension.

ASSOCIATED COST(S): N/A

BUDGET LINE (G/L #): N/A