

Levy County Board of County Commissioners

Agenda Item Summary

1. NAME/ORGANIZATION/TELEPHONE:

MIKE WEST / 911 ADDRESSING - LCSO / 486-5214

2. MEETING DATE:

9/20/16

3. REQUESTED MOTION/ACTION:

REQUESTING SIGNATURE ON CENTURYLINK AGREEMENTS FOR CENTURION AND EVERGREEN

4. Agenda Presentation

Time Requested: _____

(Request will be granted if possible)

ALLOTTED TIME NOT

MORE THAN 15 MINUTES

5. IS THIS ITEM BUDGETED (IF APPLICABLE)?: YES ___ NO ___ IF NO, STATE ACTION REQUIRED

BUDGET ACTION:

FINANCIAL IMPACT SUMMARY STATEMENT:

DETAILED ANALYSIS ATTACHED?: YES ___ NO ___ BUDGET OFFICER APPROVAL _____ DATE

6. BACKGROUND: (WHY IS THE ACTION NECESSARY, AND WHAT ACTION WILL BE ACCOMPLISHED)

THE CENTURYLINK CENTURION MAINTENANCE AND EVERGREEN AGREEMENTS PROVIDE COVERAGE FOR ONE YEAR ON OUR PSAP EQUIPMENT AND SOFTWARE. THE COST FOR THIS COVERAGE WILL BE PAID FOR USING FUNDS WE RECEIVED FROM THE E911 BOARD THROUGH A RURAL COUNTY GRANT.

7. RECOMMENDED APPROVAL AND DATE (YES & NO BLOCK INDICATE IF APPROVAL IS/IS NOT REQUIRED)

DEPARTMENT DIRECTOR	OTHER	OTHER	OTHER	COUNTY ATTORNEY	COUNTY COORDINATOR
YES ___ NO	YES ___ NO	YES ___ NO	YES ___ NO	YES ___ NO	YES ___ NO

8. COMMISSION ACTION:

APPROVED

DENIED

DEFERRED DATE TO BRING BACK:

OTHER SPECIFY:

Products and Services Agreement

This Products and Services Agreement ("Agreement") between CENTURYLINK SALES SOLUTIONS, INC., as contracting agent on behalf of the applicable affiliated entities providing the Products and Services ("CenturyLink") and Levy County ("Customer") sets forth the terms and conditions for CenturyLink's provision of those Products and Services to Customer. Electronic signatures on this Agreement will be accepted only in the form and manner prescribed by CenturyLink.

1. **PRODUCTS.** CenturyLink will sell to Customer the Products listed on the Products List, attached and incorporated by this reference. This Agreement begins on the date all parties have signed below ("Effective Date").
2. **PURCHASE ORDERS.** This Agreement controls over any Customer-issued purchase order, and any terms or conditions contained in a Customer-issued purchase order or other Customer ordering document will have no force or effect.
3. **UNIFORM RESOURCE LOCATORS (URLS).** References to URLs in this Agreement include any successor URLs designated by CenturyLink.
4. **ENTITY.** For an interim period until all work is completed to update systems and platforms related to the combination of EMBARQ and CenturyTel, and the acquisition of Qwest, the names EMBARQ and CenturyTel may be used in association with the products and services provided by CenturyLink in this Agreement and Qwest products and services will be sold under a separate agreement.

DECLINE: Customer and CenturyLink acknowledge that CenturyLink offered Customer CenturyLink™ CenturionSM Maintenance Service to support the Products and Customer declined.

CUSTOMER INITIALS _____ CENTURYLINK INITIALS _____

AGREED:

CENTURYLINK SALES SOLUTIONS, INC.

Levy County

By: _____
 Printed: _____
 Title: _____
 Date: _____

By: _____
 Printed: JOHN MEEKS
 Title: CHAIRMAN
 Date: _____

Address for Notices: Sales Administration
 665 Lexington Avenue
 Mailstop: OHMANB0107
 Mansfield, OH 44907

Customer Address: 9150 NE 80TH AVE
 BRONSON, FL 32621

And if related to a dispute to:
 CenturyLink
 Attn: Legal Department
 1801 California Street, #900
 Denver, CO 80202
 Fax: (888) 778-0054

Address for Notices (if different from above):

Sales Rep: Ford Frey
 Sales Rep Phone: (727) 729-2149

APPROVED AS TO FORM AND LEGAL SUFFICIENCY Anne Bast Brown
 Anne Bast Brown, County Attorney

PRODUCTS LIST

1. **PRODUCTS.** CenturyLink will provide to Customer those Products identified in the CenturyLink Price Quotes, attached and incorporated by this reference (each, a "Price Quote"). The entity providing Products to Customer is the applicable CenturyLink local operating company supporting Customer's location. Customer can also locate the name of any CenturyLink local operating company by searching for a NPA-NXX in the first column of the list at http://www.centurylink.com/tariffs/NPANXX_Entity.pdf. The NPA-NXX is a number consisting of an Area Code plus the first three digits of the telephone number. CenturyLink sells Products under the Standard Terms and Conditions for Communications Services and the Equipment Sales Product Annex, and other applicable annexes based on Customer's selection of specific Products and Services, all as posted at http://about.centurylink.com/legal/rates_conditions.html.

CenturyLink Price Quote Number(s): 16-002057

2. **PRICING.**

- 2.1 **Per Unit Price.** CenturyLink will charge Customer the per unit price listed for each Product described in each Price Quote.
- 2.2 **Non-Recurring Charges ("NRCs") or Non-recurring Rates ("NRRs").** CenturyLink will charge Customer the NRCs or NRRs listed on each Price Quote, including charges related to CenturyLink labor and shipping of the Products to Customer. For purposes of this Agreement, NRCs and NRRs have the same meaning and may be used interchangeably.
- 2.3 **Additional Charges.** Rates do not include applicable local, state, or federal taxes or surcharges that CenturyLink may bill Customer related to the Products.
- 2.4 **Additional Payment Requirements.** CenturyLink reserves the right to require Customer's payment of the amounts listed above as described below:

Down Payment Due	0.00%
Amount Due Upon Delivery of Products	0.00%
Amount Due Upon Customer Acceptance of Products	100.00%



**Price Sheet
Vendor Support**

Customer: Levy County
 9150 NE BOTH AVE
 BRONSON
 FL
 32621
 Quote-Build#: 16-002057-NIBS

Coverage Period	10/23/16 - 10/22/17
Description of Work to be Performed:	Software subscription service (Evergreen) for Levy County Sheriffs Office.

Equipment pricing shown is based upon direct sale accompanied by new Centurion Maintenance contract on same.

Part Number	Description	Quantity	Sale Price	
			Unit Price	Extended Price
-	Software Subscription Annual Coverage	-		
950999/SUB1	Software Subscription Service (1 Year)	5	\$ 2,307.69	\$ 11,538.45
-	-	-	-	-
TOTAL ANNUAL PRICE				\$ 11,538.45

All Services listed on this Quote are governed by the Standard Terms and Conditions for Communications Services and the CenturyLink Centurion Maintenance Service Annex, both posted to http://about.centurylink.com/legal/retes_conditions.html.

Products and Services Agreement

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1. **PRODUCTS.** CenturyLink will sell to Customer the Products listed on the Products List, attached and incorporated by this reference.
2. **SERVICES.** CenturyLink will sell to Customer the Services listed on the Services List, attached and incorporated by this reference.
3. **TERM.** This Agreement is effective on the date all parties have signed below ("Effective Date") and continues for the longest Order Term listed on the Services List.
4. **PURCHASE ORDERS.** This Agreement controls over any Customer-issued purchase order, and any terms or conditions contained in a Customer-issued purchase order or other Customer ordering document will have no force or effect.
5. **UNIFORM RESOURCE LOCATORS (URLS).** References to URLs in this Agreement include any successor URLs designated by CenturyLink.
6. **ENTITY.** For an interim period until all work is completed to update systems and platforms related to the combination of EMBARQ and CenturyTel, and the acquisition of Qwest, the names EMBARQ and CenturyTel may be used in association with the products and services provided by CenturyLink in this Agreement and Qwest products and services will be sold under a separate agreement.

DECLINE: Customer and CenturyLink acknowledge that CenturyLink offered Customer CenturyLink™ CenturionSM Maintenance Service to support the Products and Customer declined.

CUSTOMER INITIALS _____ CENTURYLINK INITIALS _____

AGREED:

CENTURYLINK SALES SOLUTIONS, INC.

Levy County

By: _____
 Printed: _____
 Title: _____
 Date: _____

By: _____
 Printed: JOHN MEEKS
 Title: CHAIRMAN
 Date: _____

Address for Notices: Sales Administration
 665 Lexington Avenue
 Mailstop: OHMANB0107
 Mansfield, OH 44907

Customer Address: 9150 NE 80TH AVE
 BRONSON, FL 32621

And if related to a dispute to:
 CenturyLink
 Attn: Legal Department
 1801 California Street, #900
 Denver, CO 80202
 Fax: (888) 778-0054

Address for Notices (if different from above):

Sales Rep: Ford Frey
 Sales Rep Phone: (727) 729-2149

APPROVED AS TO FORM AND LEGAL SUFFICIENCY Anne Bast Brown
 Anne Bast Brown, County Attorney

PRODUCTS LIST

1. **PRODUCTS.** CenturyLink will provide to Customer those Products identified in the CenturyLink Price Quotes, attached and incorporated by this reference (each, a "Price Quote"). The entity providing Products to Customer is the applicable CenturyLink local operating company supporting Customer's location. Customer can also locate the name of any CenturyLink local operating company by searching for a NPA-NXX in the first column of the list at http://www.centurylink.com/tariffs/NPANXX_Entity.pdf. The NPA-NXX is a number consisting of an Area Code plus the first three digits of the telephone number. CenturyLink sells Products under the Standard Terms and Conditions for Communications Services and the Equipment Sales Product Annex, and other applicable annexes based on Customer's selection of specific Products and Services, all as posted at http://about.centurylink.com/legal/rates_conditions.html.

CenturyLink Price Quote Number(s): 16-002059

2. **PRICING.**

- 2.1 **Per Unit Price.** CenturyLink will charge Customer the per unit price listed for each Product described in each Price Quote.
- 2.2 **Non-recurring Charges ("NRCs") or Non-recurring Rates ("NRRs").** CenturyLink will charge Customer the NRCs or NRRs listed on each Price Quote, including charges related to CenturyLink labor and shipping of the Products to Customer. For purposes of this Agreement, NRCs and NRRs have the same meaning and may be used interchangeably.
- 2.3 **Additional Charges.** Rates do not include applicable local, state, or federal taxes or surcharges that CenturyLink may bill Customer related to the Products.
- 2.4 **Additional Payment Requirements.** CenturyLink reserves the right to require Customer's payment of the amounts listed above as described below:

Down Payment Due	0.00%
Amount Due Upon Delivery of Products	0.00%
Amount Due Upon Customer Acceptance of Products	100.00%

SERVICES LIST

1. **SERVICES.** CenturyLink will provide to Customer those Services identified in the CenturyLink Price Quotes, attached and incorporated by this reference (each, a "Price Quote"). The name of the CenturyLink company providing Services to Customer is listed on each Price Quote. Customer can also locate the name of any CenturyLink local operating company by searching for a NPA-NXX in the first column of the list at http://www.centurylink.com/tariffs/NPANXX_Entity.pdf. The NPA-NXX is a number consisting of an Area Code plus the first three digits of the telephone number. Services are purchased on either a month-to-month basis or for a specific term for the particular Service ordered (each, an "Order Term"), as listed in each Price Quote. Each Order Term begins on the later of the first day of the first billing month after the Effective Date or the date that CenturyLink installs and makes that Service available to Customer. If Customer continues to receive a Service after expiration of the Service's applicable Order Term, CenturyLink will provide that Service on a month-to-month basis at its then-current list pricing and then-current terms and conditions, unless otherwise provided in the service-specific terms and conditions. CenturyLink will make the Services available only after its compliance with any state-specific regulatory filing requirements.

CenturyLink Price Quote Number(s): 16-002059

2. **PRICING.**
 - 2.1 **Monthly Recurring Charges ("MRCs") or Monthly Recurring Rates ("MRRs").** CenturyLink will charge Customer the MRCs or MRRs for the Services described in each Price Quote. For purposes of this Agreement, MRCs and MRRs have the same meaning and may be used interchangeably.
 - 2.2 **Non-recurring Charges ("NRC") or Non-recurring Rates ("NRRs").** CenturyLink will charge Customer NRCs or NRRs related to the Services described in each Price Quote. For purposes of this Agreement, NRCs and NRRs have the same meaning and may be used interchangeably.
 - 2.3 **Additional Charges.** Rates do not include applicable local, state, or federal taxes, fees, or surcharges that CenturyLink may bill Customer.
 - 2.4 **Additional Payment Requirements.** If Customer is not able to establish a satisfactory credit rating with CenturyLink, CenturyLink, in its sole discretion, may require Customer to submit a deposit or make an advance payment in connection with obtaining or maintaining the Services.
3. **TERMS AND CONDITIONS.** CenturyLink provides Services under the applicable terms and conditions listed and incorporated by reference on each Price Quote. Except for Services provided under Tariffs or Local Terms of Service, in the event of any inconsistencies or conflicts between this Agreement and the applicable terms and conditions, this Agreement will take precedence. CenturyLink may modify its Tariffs or Local Terms of Service from time to time.
4. **TERMINATION.** If Customer gives notice of cancellation or termination, disconnects any portion of a Service or otherwise breaches this Agreement resulting in the termination of a Service prior to the end of the applicable Order Term, termination liability will apply as calculated and set forth in the applicable terms and conditions listed and incorporated by reference on each Price Quote. If no termination liability is specified for Services in these terms and conditions, Customer will be liable for 50% of the monthly payments that would otherwise remain in the applicable Order Term.
5. **RELATED PRODUCT PURCHASES.** Customer may purchase Products related to the Services at the CenturyLink then-current list pricing and subject to the then-current Standard Terms and Conditions for Communications Services, the Equipment Sales Product Annex, and other applicable annexes based on Customer's selection of Products, all as posted to http://about.centurylink.com/legal/rates_conditions.html.



CENTURYLINK
CenturyLink Century Maintenance

Coverage Period: 10/23/16 - 10/22/17
Contract Term: 12 Months

All Services listed on this Quote are governed by the Standard Terms and Conditions for Communications Services and the CenturyLink™ Century Maintenance Service Annex, both posted to <http://about.centurylink.com/legal/standard-terms-conditions>

Customer Legal Name: Levy County
Customer Billing Name: Levy County
9150 NE 80TH AVE
BRONSON
FL, 32621
Quote-Build #: 16-002059-NIBS

Extended Rate = 7x24x365

Engineer Selected

Part Number	Description	Quantity							
012800	Positron Gateway Shelf	3							
012801	Positron CAMA Interface Module	3							
012802/1	VIPER Primary Application Server	1							
012803/1	VIPER Primary VoIP Soft Switch	1							
012814	ADMIN I/P MODULE 4 Port	3							
012816	Cisco 2840-E 24 port switch	2							
012819	Power Supply (-48V DC)	2							
012833/1	VIPER Secondary Application Server	1							
012833/1	VIPER Secondary VoIP Soft Switch	1							
012833/1	WVS VIPER Scabbard ITH (Iron)	5							
012833/2	WVS Workstation Prohibit Building Block	5							
014990	WVS Server RACK Bundle - Type A	1							
014990	WVS Server RACK Bundle - Type A	1							
014990/1	WVS I/O PROB KEYPAD MODEL 483	9							
014994	1U Keyboard/LCD/Trackball/4-Port KVM	1							
CR927A/PK1	LASERJET PRO 400 COLOR M4810N PRINTER	1							
P2313	23.9" WS PLAZA MONITOR PROFESSIONAL P2313	11							
P2405-04	8FT EXT CABLE VGA HD061104 HD061107	12							
04MS2568	Memotec refurbished Modem	2							
SPFPC5148RND	Patch Panel CAT5E 48 Port HD	1							
OPB31-OCXO	GPS Command Center Package with OCXO Oscillator for 4	1							
369817	8FT DUAL PORT OCTOPUS CBL MDS08 P2/G HD18	4							
041602BP	E-Printer Devices	1							
050929/PRO1	SW Protection and Remote Technical Support	6							
TOTAL CONTRACT TERM MAINTENANCE COVERAGE CHARGES								\$ 14,943.81	

Levy County Board of County Commissioners

Agenda Item Summary

1. *NAME/ORGANIZATION/TELEPHONE:* LIZ SPARKS, PADDLING TRAIL COORDINATOR,
DEP, DIVISION OF RECREATION & PARKS, OFFICE OF GREENWAYS & TRAILS

2. *MEETING DATE:*
9/20/2016

3. *REQUESTED MOTION/ACTION:* Present Resolution and Letter of Support to BOC for signature supporting application for Suwannee River National Water Trail designation.

4. *Agenda Presentation*

Time Requested: _____

(Request will be granted if possible)

**ALLOTTED TIME NOT
MORE THAN 15 MINUTES**

5. *IS THIS ITEM BUDGETED (IF APPLICABLE) ? : YES_ No_x_ If No, STATE ACTION REQUIRED*

BUDGET ACTION:

FINANCIAL IMPACT SUMMARY STATEMENT: NO IMPACTS

DETAILED ANALYSIS ATTACHED?: YES ___ NO ___ BUDGET OFFICER APPROVAL _____ DATE

6. *BACKGROUND: (WHY IS THE ACTION NECESSARY, AND WHAT ACTION WILL BE ACCOMPLISHED)*

Attached: NWT FAQs.doc, Clarification questions about designation.docx

ALL SUPPORTING DOCUMENTATION MUST BE ATTACHED

7. *RECOMMENDED APPROVAL AND DATE (YES & NO BLOCK INDICATE IF APPROVAL IS/IS NOT REQUIRED)*

DEPARTMENT DIRECTOR	OTHER	OTHER	OTHER	COUNTY ATTORNEY	COUNTY COORDINATOR
YES_ NO	YES_ NO	YES_ NO	YES_ NO	YES_ NO	YES_ NO

8. *COMMISSION ACTION:*

APPROVED

DENIED

DEFERRED DATE TO BRING BACK:

OTHER SPECIFY:

RESOLUTION

2016-069

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF LEVY COUNTY, FLORIDA SUPPORTING THE DESIGNATION OF THE SUWANNEE RIVER IN LEVY COUNTY, FLORIDA AS A NATIONAL WATER TRAIL.

WHEREAS, the benefits of designation of the Suwannee River in Levy County as a National Water Trail include national recognition as a recreation destination, national promotion on maps and through websites, increased tourism, and increased revenue for local businesses; and

WHEREAS, our region benefits from promoting nature-based recreation opportunities, especially paddling, biking, hiking, equestrian activities, hunting, fishing, and wildlife viewing, to increase health benefits to our local communities and encourage youth and families to participate in outdoor activities; and

WHEREAS, the region benefits from promoting the rich culture and history contained within the watershed of the Suwannee River, drawing visitors eager to explore its historic legacy; and

WHEREAS, the Suwannee River National Water Trail offers a unique opportunity for residents and visitors to explore an unspoiled, pristine area of Florida and Georgia; and

WHEREAS, the cultural, historical and natural resources of this area are some of the most unique in the Southeast.

NOW, THEREFORE, BE IT RESOLVED, that the Board of County Commissioners, Levy County, Florida, endorses the State of Florida, Office of Greenways & Trails' application for designation of the Suwannee River in Levy County as a National Water Trail by the United States Department of the Interior.

DULY ADOPTED on this the 20th day of September, 2016.

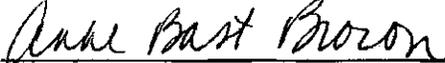
**BOARD OF COUNTY COMMISSIONERS
LEVY COUNTY, FLORIDA**

John Meeks, Chairman

ATTEST: Clerk of the Circuit Court
and Ex Officio Clerk to the Board

Danny J. Shipp

APPROVED AS TO FORM AND LEGAL
SUFFICIENCY:



Anne Bast Brown, County Attorney

z:\res\natl water trail
LR2016-069

COUNTY COMMISSIONERS LEVY COUNTY, FLORIDA



GOVERNMENT
SERVING
CITIZENS

John Meeks
District 1

Rock Meeks
District 2

Mike Joyner
District 3

Lilly Rooks
District 4

Danny Stevens
District 5

September 20, 2016

Ms. Liz Sparks
Paddling Trail Coordinator
Office of Greenways & Trails
Division of Recreation & Parks
Department of Environmental Protection
3900 Commonwealth Blvd., MS 795
Tallahassee, FL 32399-3000

RE: Letter of Support and Consent for Public Access

Dear Ms. Sparks,

I am contacting you on behalf of the Board of County Commissioners of Levy County to enthusiastically support the efforts of the Department of Environmental Protection's Office of Greenways & Trails application to the Department of the Interior for designating the Suwannee River as a National Water Trail.

Abundant natural resources, rich history, and cultural heritage combined with endless recreation opportunities make the Suwannee River an outstanding candidate for this prestigious designation. National Water Trail designation will increase awareness of the river, provide economic benefits to local communities and provide an opportunity to educate the public about the significance of supporting conservation of natural resources.

The Suwannee River has public boat access sites in Levy County encompassed by the scope of the project maintained by Levy County. We give approval of the sites being included in the designation application.

Sincerely,

John Meeks
Chairman
Board of County Commissioners
Levy County, Florida

What is the National Water Trails System?

- The *National Water Trails System* (NWTS) is administered by National Park Service through the Rivers, Trails, and Conservation Assistance Program (RTCA). The program serves to bring existing and newly identified water trails together into one cohesive national network of exemplary water trails. The NWTS is a network of water trails the public can explore and enjoy, as well as a community of water resource managers that can benefit from information sharing and collaboration
- The NWTS program recognizes trails of national significance that:
 - Connect communities
 - Help youth discover nature
 - Encourage stewardship
 - Promote public/private partnerships
 - Incorporate best management practices
 - Provide opportunities for education about water resources, cultural heritage, stewardship
 - Provide opportunities for communities to develop strategies that enhance and restore health of local waterways and surrounding lands
 - Encourage local communities to provide support and advocacy for stewardship of the trail
 - Facilities are designed and maintained by incorporating sustainability principles
- There are 20 designated National Water Trails throughout the country that encompass 600 miles of waterway trails but none located in Florida. These water trails are located in diverse settings ranging from wilderness to urban areas and encompass recreation opportunities for a wide variety of users. The beloved Suwannee River is certainly deserving of receiving national recognition!

What are the benefits of designation?

- If selected, benefits of designation as a National Water Trail may include:
 - Designation by the Secretary of the Interior, including a letter and a certificate announcing the designation of the Suwannee National Water Trail
 - National promotion and visibility, including use of the NWTS logo in publications
 - Positive economic impact for communities from increased tourism
 - Opportunities to obtain technical assistance and funding for planning and implementing water trail projects
 - Mutual support and knowledge sharing as part of a national network
 - Assistance with recognition and special events highlighting the trail
 - Inclusion in NWTS online searchable database of trails
- **Designation has NO effect on property rights of landowners along the trail or use of the waterway**

Clarification questions about designation

By agreeing to designation, the applicant and landowners agree to maintain access [this is confirmed through the signature page].

Yes

What obligation or hindrance does national water trail designation have on local jurisdiction maintenance of the trail?

None. We do not have national requirements for maintenance. The launch sites must remain open to the public. The trail manager identifies and maintains the standards, as necessary. To become a National Water Trail, we ask you to describe your Best Management for Maintenance. While we have no authority to mandate that you adhere to what you describe in your application, we do hope that you will continue to keep the trail at the standard to which you describe.

Once designated, is there any required approval or oversight needed for the water trail (for example of launch sites)?

No. This designation identifies your trail as one of the best in the nation. We hope you will continue to strive to this standard.

What liability, if any, does the federal government take on with designation?

None. This is a purely honorary designation.

How does this affect state oversight of waterways and riparian areas?

This is a nonregulatory designation. We do not interfere with state oversight, but hope the state recognizes the benefits of partnering with the water trail to maintain a healthy waterway and riparian area.

Does the federal government manage the access to or the navigation rights along the water trail?

No. We do not manage anything. We hope this designation recognizes the benefits of maintaining the best management practices of the water trail.

Who is going to create and/or enforce boating regulations on the water?

Whoever has jurisdiction over the water. This is a nonregulatory designation program.

Who is liable? Who is liable to enforce the speed? Who manages the signs?

Whoever has jurisdiction over the water and access. All sign management is retained by the manager.

Is the manager accepting liability for access as well as anything that hinders travel along the waterway (ie wood in the river)?

Liability remains the same before, during, and after designation.

Who is the applicant (the manager or partners and landowners along the trail)?

Usually it is the trail manager. It can be the manager, the partner, the landowners, or some combination. The signature page may be signed by several managers in some cases, if there is equal, joint management. The intention of the landowner agreement and signature page is to ensure that the manager and all affected parties are supportive of the designation.

Who carries the expense of maintaining a trail?

The managers and owners of the trail launch sites.

Are trail managers required to get clearance from the NWTS before pursuing access or in-water maintenance?

No, no clearance is required by NWTS. This is handled by the local manager.

Are there EPA or state regulations placed upon the trail manager and landowners?
We are nonregulatory. You will need to check with EPA or the state.

What if a river is not safe for navigation, how is this determined?
A designated water trail is managed locally and use is managed locally (including providing safety information, managing access and navigation). Our best management practices focus on safe recreational use and public information.

Is the Trail Manager(s) required to have and maintain some type of liability insurance coverage ?
Not for us, but this is a local manager decision and may be affected by state or other regulations.

If I understand it correctly the preference is that there be a Not For Profit as the Trail Manager in lieu of multiple owners and or townships as a partnership?
No. There does need to be an organization behind the trail, whether township, state, federal, nonprofit, or otherwise. One of the Best Management Practices for NWTs is Community Support -- this page may give you some idea of the range: <http://www.nps.gov/WaterTrails/Toolboxes/Community%20Support>

Please see our website, under "National Water Trails: Who Designates Them? Who Manages Them?"

Corita Waters, NPS Rivers, Trails, and Conservation Assistance Program

Levy County Board of County Commissioners
Agenda Item Summary

1. NAME/ORGANIZATION/TELEPHONE:

RENEW FINANCIAL: FLORIDA GREEN FINANCE AUTHORITY RENEWPACE

2. MEETING DATE:

~~9/6/2016~~
9-20-2016

3. REQUESTED MOTION/ACTION:

Levy County voluntary opt-in to the Florida Green Finance Authority interlocal authority to enable qualifying residential and commercial property owners to access the PACE financing mechanism to fund qualifying energy efficiency, renewable energy and wind mitigation building improvements.

4. Agenda Presentation

Time Requested: 5

(Request will be granted if possible)

ALLOTTED TIME NOT
MORE THAN 15 MINUTES

5. IS THIS ITEM BUDGETED (IF APPLICABLE) ? : YES ___ NO X IF NO, STATE ACTION REQUIRED

BUDGET ACTION:

FINANCIAL IMPACT SUMMARY STATEMENT:

DETAILED ANALYSIS ATTACHED?: YES ___ NO ___ BUDGET OFFICER APPROVAL ___ DATE

6. BACKGROUND: (WHY IS THE ACTION NECESSARY, AND WHAT ACTION WILL BE ACCOMPLISHED)

7. RECOMMENDED APPROVAL AND DATE (YES & NO BLOCK INDICATE IF APPROVAL IS/IS NOT REQUIRED)

DEPARTMENT DIRECTOR	OTHER	OTHER	OTHER	COUNTY ATTORNEY	COUNTY COORDINATOR
YES ___ NO	YES ___ NO	YES ___ NO	YES ___ NO	YES ___ NO	YES ___ NO

8. COMMISSION ACTION:

APPROVED

DENIED

DEFERRED DATE TO BRING BACK:

OTHER SPECIFY:

Staff Report

BACKGROUND:

Property Assessed Clean Energy ("PACE") was authorized by the Florida Legislature in 2010 as part of an effort to improve the efficiency and resilience of Florida's built environment. It allows property owners to finance energy efficiency, renewable energy and wind mitigation improvements on homes and commercial buildings. PACE is voluntary and community based, providing long-term funding from private capital markets at low cost to property owners with no need for government subsidies or taxes. The financing is repaid over a period of years (based on the life of the improvements made) at a low interest rate through an annual property tax assessment.

Currently, 32 states and the District of Columbia have adopted PACE legislation. To date, over \$1 Billion in projects have been financed through this tool nationally. PACE financing defrays the upfront cost of incorporating energy efficiency improvements such as insulation, heating and cooling systems, weatherization upgrades, and solar installations. PACE creates local, private sector jobs in the 'green' finance, energy, and construction fields. Qualifying improvements made through PACE raise property values by making buildings more hurricane resilient and less expensive to heat and cool.

PACE is completely voluntary, allowing property owners to apply for financing for energy efficiency, renewable energy and wind mitigation projects on their properties. Applicants go through an approval process to ensure, among other things, that the property meets the statutory requirements for PACE, the assessment will not cause the property to become "underwater," and the existing mortgage lender to the property (if any) consents to the assessment. After approval, the property owner receives financing, hires contractor(s) and completes the qualifying improvements on the property. The role of the local government is only to levy the non-ad valorem assessment on the improved property so the assessment can be repaid annually through the property tax bill. Despite an increase in the property owner's tax bill because of the non-ad valorem assessment, the property owner's utility bills simultaneously decrease once the qualifying improvements are made. Ideally, the financed retrofit cost (annual assessment) will be completely offset by the reduction in utility costs.

PACE is unique because it:

- Creates desperately needed local jobs.
- Uses private capital, not taxes or government subsidies.
- Saves money for building owners and increases property values.
- Is voluntary – not a government mandate.
- Promotes energy security without driving up energy costs.
- Avoids the need to build costly new power plants.
- Is not tied to personal finances, but based on the equity in the property.
- Is transferable to subsequent property owners upon sale.
- Reduces air pollution (for further detail please see <http://www.pacenation.us/>)

A growing number of existing buildings within the County do not meet today's energy efficiency standards, nor do many existing buildings have renewable energy systems. Similarly, many buildings are in need of improvements to protect them against damage from storm events. The upfront costs of these improvements are a hurdle to installing

them and existing financing options may be insufficient for property owners to access cost-effective financing for energy saving or wind resistance improvements due to traditional debt or equity financing requirements.

Pursuant to Florida's PACE Act (Section 163.08, Florida Statutes), local governments in Florida are authorized to either form individually, or in partnership with other local governments, programs to allow property owners to voluntarily finance energy efficiency, renewable energy or wind resistance improvements.

The Town of Lantana led the development of a PACE program called Florida Green Energy Works in 2012. The program has since been rebranded and is now called RenewPACE. In order to administer the program and the assessment process, the Florida Green Finance Authority ("Authority") was created by Interlocal Agreement initially between the Town of Lantana and the Town of Mangonia Park, thus eliminating the costs and reducing the efforts necessary to form an energy financing program by individual local governments. The Authority is the financing agency and there is no obligation on the County for financing contributions.

The RenewPACE program originated as a commercial program, but the residential program launched as of July 2016. RenewPACE was unable to launch the residential component of their program when they wanted because of a challenge to the PACE statute by the Florida Bankers Association. With the litigation resolved favorably for PACE, RenewPACE has now launched their residential program and is in beta testing with continued contractor training and registration and overall marketing of the program.

In September 2015, the then Florida Green Energy Works program third party administrator was acquired by Renew Financial, which administers the largest multi-jurisdictional PACE program in California. This acquisition brings significant resources to help make the program even more successful throughout Florida. Renew Financial administers CaliforniaFIRST, the most widespread PACE program in the country available to 27 million people in over 350 local governments in California. It is headed by Cisco DeVries who created the PACE concept in 2008 while working for the City of Berkeley.

The RenewPACE program has grown to include over fifty (50) jurisdictions across nine (9) Florida counties, including Alachua, Brevard, Broward, Escambia, Indian River, Martin, Miami-Dade, Orange, Palm Beach, Pasco, and Pinellas. The program is also currently in discussions with several additional jurisdictions, including Miami-Dade County and several Miami-Dade County municipalities.

Most recently on July 19, 2016, the Federal Housing Administration, in conjunction with the U.S. Department of Housing and Urban Development and the Department of Veterans Affairs, issued mortgage guidance indicating that PACE assessments will continue to be senior liens like all other assessments and taxes. This signals that a portion of the mortgage industry is supportive of PACE and Florida's PACE statute. It further signals long-awaited guidance from the federal government that it is not going to oppose PACE.

STAFF RECOMMENDATION: Staff recommends approval of the Authority's Second Amended and Restated Interlocal Agreement, as presented.

Levy County Board of County Commissioners
Agenda Item Summary

1. *NAME/ORGANIZATION/TELEPHONE:*
FRED MOODY, COUNTY COORDINATOR

2. *MEETING DATE:*
September 20, 2016

3. *REQUESTED MOTION/ACTION:*

Request approval of Renewal and Amendment of Lease made as of October 1, 2016 between Hudson Properties, Inc. and Levy County, for Guardian Ad Litem.

4. *Agenda Presentation*

Time Requested: _____
(Request will be granted if possible)

**ALLOTTED TIME NOT
MORE THAN 15 MINUTES**

5. *IS THIS ITEM BUDGETED (IF APPLICABLE) ? : Yes_ No_ IF NO, STATE ACTION REQUIRED*

BUDGET ACTION:

FINANCIAL IMPACT SUMMARY STATEMENT:

DETAILED ANALYSIS ATTACHED?: YES ___ NO ___ BUDGET OFFICER APPROVAL _____ DATE

6. *BACKGROUND: (WHY IS THE ACTION NECESSARY, AND WHAT ACTION WILL BE ACCOMPLISHED)*

Request approval of Renewal and Amendment of Lease made as of October 1, 2015 between Hudson Properties, Inc. and Levy County, for Guardian Ad Litem.

ALL SUPPORTING DOCUMENTATION MUST BE ATTACHED

7. *RECOMMENDED APPROVAL AND DATE (YES & NO BLOCK INDICATE IF APPROVAL IS/IS NOT REQUIRED)*

DEPARTMENT DIRECTOR	OTHER	OTHER	OTHER	COUNTY ATTORNEY	COUNTY COORDINATOR
YES_ No	YES_ No	YES_ No	YES_ No	YES_ No	YES_ No

8. *COMMISSION ACTION:*

___ APPROVED

___ DENIED

___ DEFERRED DATE TO BRING BACK:

___ OTHER SPECIFY:

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

SIGNED, SEALED AND DELIVERED

In the presence of:

Witness/Attest:

Name/Title: _____

ATTEST: Clerk of the Circuit Court
And Ex Officio Clerk to the Board

Danny J. Shipp, Clerk

Landlord

Hudson Properties, Inc.

Title: _____

Date: _____

Tenant

**BOARD OF COUNTY COMMISSIONERS
OF LEVY COUNTY, FLORIDA**

John Meeks, Chair

Date: _____

**APPROVED AS TO FORM AND LEGAL
SUFFICIENCY:**

Anne Bast Brown

Anne Bast Brown, County Attorney

EXHIBIT "A"

COST BREAKDOWN 1800 SQUARE FEET 224 North Main Street

<u>Item</u>	<u>Per Month</u>
RENT	\$ 700.00
C.A.M. (.50 per sq ft.)	\$ 75.00
Utilities (electric, City water)	\$ 450.00
Cleaning (1x per week)	\$ 240.00
Supplies	\$ 50.00
Maintenance	\$ 50.00
Real Estate Taxes	\$ 147.48
Sales Tax	\$ <u>Exempt</u>
TOTAL	\$ 1,712.48

COUNTY COMMISSIONERS LEVY COUNTY, FLORIDA



GOVERNMENT
SERVING
CITIZENS

John Meeks
District 1

Rock Meeks
District 2

Mike Joyner
District 3

Lilly Rooks
District 4

Danny Stevens
District 5

September 14, 2016

Bobby Crosby
Gilchrist County Board of County Commissioners
209 SE 1st Street
Trenton, Florida 32693

RE: Agreement Between Levy County and Gilchrist
County for Shared Costs for Guardian Ad Litem
Services, dated September 21, 2011, as Amended by
Amendment November 8, 2011 ("Agreement")

Dear Mr. Crosby:

Pursuant to paragraph 2 of the above-referenced Agreement, this letter acts as the letter of agreement determining the Applicable Percentages (as that term is defined in the Agreement) for each party's costs and expenses for the fiscal year October 1, 2016 through September 30, 2017. The parties also acknowledge that there has been no change in rent or other costs related to the Agreement of to the Lease (as that document is defined and incorporated in the Agreement).

The Applicable Percentage allocations for the fiscal year October 1, 2016 through September 30, 2017 are as follows: The Applicable Percentage for Levy County shall be 65%; the Applicable Percentage for Gilchrist County shall be 35%.

If this letter meets with your approval, please sign one original where indicated below and return to me. You may keep the other original letter agreement for your records.

Sincerely,

Fred Moody
County Coordinator, Levy County

Pursuant to paragraph 2 of the Agreement, I understand and agree to the designation of the Applicable Percentage allocations provided in this letter agreement:

Bobby Crosby –
County Administrator, Gilchrist County

Date

P.O. Box 310 Bronson Florida 32621
Telephone (352) 486-5218 Fax (352) 486-5167
e-mail: levybocc@levycounty.org Website: Levycounty.org

Levy & Gilchrist Counties
2015-2016
Caseload

Levy County Cases		Gilchrist County Case
<u>2015-2016</u>		<u>2015-2016</u>
July 2015	21	12
August 2015	24	13
September 2015	23	16
October 2015	26	15
November 2015	28	17
December 2015	31	15
January 2016	32	17
February 2016	34	16
March 2016	35	17
April 2016	32	18
May 2016	35	19
June 2016	37	19
Totals:	358	194

Total cases: $358+194= 552$

Levy Percentage: $358/552= 65\%$

Gilchrist Percentage: $194/552= 35\%$

Levy County Board of County Commissioners

1. DEPARTMENT MAKING REQUEST/NAME/EXTENSION:
Benny Jerrels, Director, Solid Waste Department

2. MEETING DATE:
September 20, 2016

3. REQUESTED MOTION/ACTION: Request Board approve Levy County's service agreement with the North Central Florida Regional Planning Council for the new fiscal year 2017.

4. AGENDA

Presentation
time requested

(Request will be granted if
possible)

4. Is this item budgeted (if applicable)?: Yes No If No, state action required

Budget Action: None Required

Financial Impact Summary Statement:

Detailed analysis attached?: Yes No

Budget Officer approval

Date _____

Funding Source: Solid Waste Department Budget Account Number: _____

5. BACKGROUND: (WHY IS THE ACTION NECESSARY, AND WHAT ACTION WILL BE ACCOMPLISHED)

The North Central Florida Regional Planning Council Agreement is renewed annually for the annual verification of hazardous waste management practices.

ALL SUPPORTING DOCUMENTATION MUST BE ATTACHED

6. RECOMMENDED APPROVAL AND DATE (YES & NO BLOCK INDICATE IF APPROVAL IS/IS NOT REQUIRED)

DEPARTMENT DIRECTOR	OTHER	OTHER	OTHER	COUNTY ATTORNEY	COUNTY COORDINATOR
YES <input checked="" type="checkbox"/> No <input type="checkbox"/>	YES <input checked="" type="checkbox"/> No <input type="checkbox"/>	YES <input type="checkbox"/> No <input type="checkbox"/>			
B.J.					

7. COMMISSION ACTION:

APPROVED

DENIED

DEFERRED DATE TO BRING BACK:

OTHER SPECIFY:



Serving
Alachua • Bradford
Columbia • Dixie • Gilchrist
Hamilton • Lafayette • Levy • Madison
Marion • Suwannee • Taylor • Union Counties

2008 NW 67th Place, Gainesville, FL 32653-1603 • 352.955.2200

August 26, 2016

Mr. Fred Moody
County Coordinator
Levy County
P.O. Box 310
Bronson, FL 32321-0310

RECEIVED SEP 7 - 2016

RE: Fiscal Year 2017
Agreement Between the County and the Planning Council
for Annual Monitoring of Hazardous Waste Generators

Dear Fred:

Please find enclosed two copies, with original Planning Council signatures, of the above referenced proposed agreement between the County and the Planning Council for the Planning Council to monitor hazardous waste generators located in the County for Fiscal Year 2017 in the amount of \$16,500. Please note that the method of compensation for services provided pursuant to this Agreement is on a fixed fee basis.

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

If you have any questions concerning this Agreement, please do not hesitate to contact Dwayne Mundy, Director of Public Safety and Regulatory Compliance Programs at 352.955.2200, ext. 108.

Sincerely,

Scott R. Koons, AICP
Executive Director

Enclosures

O:\DWAYNEHAZARDOUS WASTE MONITORING SQG AGREEMENTS\2017\2017HAZWASTEAGMTSTRANSMITTALMERGE.DOCX

Dedicated to improving the quality of life of the Region's citizens,
by coordinating growth management, protecting regional resources,
promoting economic development and providing technical services to local governments.

FISCAL YEAR 2017
HAZARDOUS WASTE MONITORING AGREEMENT BETWEEN

BOARD OF COUNTY COMMISSIONERS
OF LEVY COUNTY, FLORIDA

AND THE

NORTH CENTRAL FLORIDA REGIONAL PLANNING COUNCIL

This Agreement made and entered into this _____ day of _____ 2016, by and between the Board of County Commissioners of Levy County, Florida, hereinafter referred to as the "Purchaser" and the North Central Florida Regional Planning Council, hereinafter referred to as the "Planning Council".

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

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

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

ARTICLE I - SCOPE OF SERVICES

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

ARTICLE II - COMPENSATION

The Planning Council shall be paid by the Purchaser a fixed fee of Sixteen Thousand Five Hundred Dollars and No Cents (\$16,500.00) for services provided in completing the Scope of Services described in Appendix A, which is incorporated herein by reference.

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

ARTICLE III - TIME COMPLETION

This Agreement shall begin on October 1, 2016 and shall end on September 30, 2017. Any allowable costs incurred by the Planning Council during the period covered by this Agreement in providing services in performing the work described in Appendix A, Scope of Services, of this Agreement, which is incorporated by reference herein and considered as an integral part of this Agreement are eligible expenses chargeable to the Purchaser. However, if this Agreement is not executed by all parties, the Purchaser shall not be liable for any such costs incurred by the Planning Council.

ARTICLE IV - TERMINATION WITHOUT CAUSE

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

ARTICLE V - DEFAULT AND TERMINATION

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

ARTICLE VI - NONDISCRIMINATION

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

ARTICLE VII - LIABILITY

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

ARTICLE VIII - ASSIGNABILITY

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

ARTICLE IX - REPRESENTATIVES FOR THE PARTIES

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

ARTICLE X - VENUE AND JURISDICTION FOR LITIGATION BETWEEN THE PARTIES

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

ARTICLE XI - AMENDMENT OF AGREEMENT

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

ARTICLE XII - COMPLETE CONTRACT

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

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

BOARD OF COUNTY COMMISSIONERS
OF LEVY COUNTY

Attest:

Seal

Danny J. Shipp
County Clerk

John Meeks
Chair

APPROVED AS TO FORM AND LEGAL
SUFFICIENCY Anne Bast Brown

Anne Bast Brown, County Attorney

Attest:

NORTH CENTRAL FLORIDA
REGIONAL PLANNING COUNCIL

Seal

SRK

Scott R. Koons
Executive Director

[Signature]

Rick Davis
Chair

APPENDIX A
SCOPE OF WORK

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

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

