

## Levy County Board of County Commissioners

**1. DEPARTMENT MAKING REQUEST/NAME/EXTENSION:**

Transportation/Connie Conley/Director

**2. MEETING DATE:**

September 20, 2016

**3. REQUESTED MOTION/ACTION:**

Requesting Board Approval of Non-Exclusive Software License Agreement

**4. AGENDA**

Presentation  
time requested

\_\_\_\_\_ minutes

(Request will be granted if

**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 \_\_\_\_\_

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

Approval of a Non-Exclusive Software License Agreement with CTS Software, Inc. to replace current RouteMatch Software. On February 2, 2016 the Board approved to terminate contract with current vendor RouteMatch Software with a letter to be drafted and signed by the Board Chair. A letter will be drafted and termination of service with RouteMatch is tentatively set for December 1, 2016. Savings in excess of 18,000.00 per year to make this transition.

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

	OTHER	OTHER	OTHER	COUNTY ATTORNEY	COUNTY COORDINATOR
DEPARTMENT DIRECTOR	YES___ NO___	YES___ NO___	YES___ NO___	YES <u>X</u> NO___	YES___ NO___
YES <u>X</u> NO___					

**7. COMMISSION ACTION:**

\_\_\_ APPROVED

\_\_\_ DENIED

\_\_\_ DEFERRED      DATE TO BRING BACK:

\_\_\_ OTHER      SPECIFY:



## Non-Exclusive Software License Agreement

This AGREEMENT entered into this \_\_\_\_ day of \_\_\_\_\_, 2016, by and between CTS Software, Inc., Cedar Point, N.C. 28584 (Licensor) and Levy County, a political subdivision of the State of Florida, on behalf of its department, Levy County, Transit 970 E. Hathaway Avenue, Bronson, FL 32621. (Licensee).

WHEREAS, Licensor is the owner of certain software and related manuals and materials for use in the Public/Private Transportation Industry (herein collectively referred to as "Licensor's Product(s)"); and

WHEREAS, Licensee desires to acquire the non-exclusive, non-transferable right to use the Licensor's in the operation of its Public/Private Transportation activities under the terms and conditions hereinafter set forth; and

WHEREAS, Licensor is willing to grant Licensee the non-exclusive, non-transferable right to use the Licensor's Product under the terms and conditions hereinafter set forth.

NOW THEREFORE, in consideration of the premises, and for other good and valuable consideration, paid by the parties each to the other, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

### 1. Grant of License

1.1 Licensor hereby grants to Licensee a non-exclusive, nontransferable license to use the Licensor's Product(s) described herein during the term of this Agreement.

1.2 The Licensor's Product(s) as mentioned in this contract consist of, but not be limited to:  Trip Master Enterprise Edition;  Intelligent Automated Scheduling;  Interactive Voice Response System;  ParaScope – Tablet Interface.

1.3 Licensee shall not use, or cause to be used the Licensor's Product(s), or any part of thereof, in the development of other software.

### 2. License Fees

2.1 The Licensee agrees to pay the Licensor a onetime fee of \$7,800.00 (see amount reflected on Schedule A) for the agreed Licensor's Product(s) set forth in section 1.2. The amount of \$54,720.00 reflected under Software detailed in Schedule A is hereby waived. Invoices and payment for said services and for all goods and services under this Agreement will be submitted and made in accordance with sections 218.70 through 218.79, Florida Statutes, the Local Government Prompt Payment Act.

2.2. Beginning on the date of the first automatic annual renewal of this Agreement, and each automatic annual renewal thereafter, Licensee shall pay to Licensor the amount of \$21,300.00 for annual maintenance and support of the Licensor's Product(s), reflected on Schedule A as CTS Software Annual Maintenance and Support, which reflects a twelve-month total of the Ongoing Monthly Maintenance and Support Total reflected on Schedule A.

2.3 Under terms of this Agreement the Licensor will charge Licensee an additional price per month per year for each additional vehicle above the number of vehicles contained on Schedule A.

2.4 Licensor will grant web-based access to the Licensee for the Trip Master Enterprise Edition software product up to the number of seat license reflected on Schedule A (attached). Additional seat License can be provided to the Licensee for an additional onetime fee of, (see amount on Schedule A attached) plus an additional monthly fee of (see amount on Schedule A) per month each.

2.5 When applicable, under terms of this Agreement Licensor will cover up to 6000 calls per month for Interactive Voice Response call fees. (See total number and amount reflected on Schedule A).



### **3. Training, & Support**

3.1 Licensor shall provide training and support services to Licensee in accordance with the Training Outline. These services may be provided at Licensor's facility, Licensee's facility, or remotely. On-site services shall be billed separately at the rates detailed in Additional Items on Schedule A attached.

3.2 Licensor shall provide to licensee a toll free support line 24 hours a day 7 days a week.

### **4. Software Hosting, Maintenance, Backups & Upgrades**

4.1 Licensor will provide maintenance to correct any software problems within the Trip Master Enterprise Edition, Intelligent Automated Scheduling, Interactive Voice Response, ParaScope-Tablet Interface Product found by Licensee at no cost.

4.2 Standard upgrades, deemed by Licensor as product enhancements, to make the Licensor's Product(s) serviceable and marketable shall be provided to Licensee at no cost.

4.3 Complimentary upgrades to the Licensor's Product(s) required by legislative or other regulatory acts of the federal, state, or local authorities shall be provided to Licensee at no cost. Licensee shall furnish Licensor with necessary documentation from such authority(s) mandating the change when requesting this type of upgrade. Licensee shall also furnish Licensor with the name and phone number of the relevant authority.

4.4 Custom upgrades requested by Licensee will be quoted by Licensor upon receipt of a written request from Licensee. A written quote with estimated time of completion shall be furnished to Licensee by Licensor. No work will be performed on such request(s) until Licensor receives a signed written authorization from Licensee for the work to be performed. Payment for work performed in connection with custom upgrades shall be billed separately and shall be in addition to the license fee.

4.5 Licensee shall be advised of any add-on feature(s) made available by Licensor. If Licensee chooses to acquire the right to use these add-ons, the cost shall be negotiated and added to the monthly license fee.

4.6 Backup routines will be managed and controlled by the Licensor and provided to the Licensee at no cost. CTS Software also performs a database backup every 30 minutes and a full system backup nightly.

4.7 All Licensee databases utilizing The Trip Master Enterprise Edition software are hosted in the Microsoft Azure Cloud, which Licensor certifies that it provides the highest level uptime guarantee available. Licensor's server architecture will incorporate redundant instances of each server, always on configuration of Licensor's databases, and other cutting edge technologies to ensure Licensee will have access to the Licensor's Product(s) software at all times.

### **5. Confidentiality/Compliance/Public Records**

5.1 Notwithstanding any other provisions of this Agreement related to public records, Licensee recognizes that the Licensed Product(s) and all components thereof are Licensor's property and are considered valuable trade secrets of Licensor, and that disclosure of information about the Licensor's Product(s) or any component would cause irreparable harm to the Licensor. Licensor certifies that the Licensor's Product(s) are trade secrets as that term is defined in section 812.081, Florida Statutes. Licensee agrees to hold information about the Licensor's Product(s) and their components in the strictest of confidence, and not to disclose information relating thereto to third parties without the express written permission of Licensor and such permission not to be unreasonably withheld, conditioned or delayed. In the event of litigation to force Licensee's disclosure of the Licensor's Product(s), Licensor will assume all of Licensee's cost of defense of such litigation, including attorney fees and costs of Licensee and any attorney fees and costs of the entity seeking disclosure, if awarded by a court.

5.2 Licensor shall comply with all federal, state, and local statutes, laws, ordinances, rules and regulations in the performance of its obligations under this Agreement. In addition to compliance with any other laws as required by this Agreement, Licensor shall comply with the public records laws of the State of Florida contained in Chapter 119, Florida Statutes, as the same may



be amended. Failure to comply with the provisions of this section shall constitute a substantial failure to perform on the part of Licensor in accordance with the terms of this Agreement. Specifically, but not by way of limitation, Licensor shall:

- (i) Keep and maintain public records required by Licensee to perform the service;
- (ii) Upon request by Licensee's custodian of public records, provide Licensee with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
- (iii) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the term of this Agreement and following completion of the services to be provided by Licensor under this Agreement if Licensor does not transfer the records to Licensee; and
- (iv) Upon completion of the services to be provided under this Agreement, transfer, at no cost, to Licensee, all public records in possession of Licensor or keep and maintain public records required by Licensee to perform the services. If Licensor transfers all public records to Licensee upon completion of the services, Licensor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Licensor keeps and maintains public records upon completion of the services, Licensor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to Licensee, upon request from Licensee's custodian of public records, in a format that is compatible with the information technology systems of Licensee.

The definitions contained in Chapter 119, Florida Statutes, apply to terms used in this section, unless alternate or more specific definitions for any such terms are provided in this Agreement.

For purposes of this Agreement, the term "custodian of public records" shall mean the County Coordinator of County, or his/her designee.

**IF LICENSOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO LICENSOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:**

**TELEPHONE: (352) 486-5218**

**E-MAIL: [levybocc@levycounty.org](mailto:levybocc@levycounty.org)**

**MAILING ADDRESS: P.O. 310, BRONSON, FL 32621**

## **6. Warranties**

6.1 If the Licensor's Product(s) software fails to perform to Licensee's satisfaction at any time during the term of this Agreement following the initial installation, and/or corrections cannot be made by Licensor so that such software performs satisfactorily to Licensee, this Agreement may be terminated, and no further license fee or maintenance or support fees will be due from Licensee beginning the month in which the Agreement was terminated.

6.2 Other than the obligation set forth in this Paragraph 6, Licensor shall not be liable for any other payments to Licensee, and specifically shall not be liable for any special, incidental, consequential, indirect or actual loss incurred by Licensee.

## **7. Term and Termination**

7.1 This Agreement shall be effective as of the date first stated above, and the duration is set for one year from the effective date. At the end of the term the Agreement will be renewed automatically on an annual basis unless otherwise terminated by either party on a thirty (30) days' written notice and shall continue in accordance with its provisions.

7.2 This Agreement may be terminated on 24 hr. written notice by either party upon a breach by the other party of a material aspect of this Agreement.



7.3 Upon termination for any reason, Licensee shall pay to Licensor all amounts due prior to termination, and remove all software from hardware and storage devices. In addition, in the event of termination for any reason, Licensor shall promptly refund to Licensee maintenance and support fees for any months remaining on the then-current annual term in the amount of \$1775.00 per month.

7.3 Notwithstanding the provisions of Paragraph 7.3, Licensee may export files from Licensor's software to Microsoft Excel a copy of their current database master(s) stored in the Licensor's Product or Licensed Product(s) software, and all printed material produced by Licensor's Product(s) software prior to termination.

## **8. Miscellaneous**

8.1 This Agreement and all terms and conditions hereof and all questions arising there under shall be construed according to the laws of the State of Florida.

8.2 Any notice hereunder must be in writing addressed to the receiving party at the address given above, or such other address as is notified, in writing, to the other party from time to time.

8.3 This instrument contains the entire Agreement between the parties and no modification hereof shall be binding on the parties unless it is in writing and signed by a duly authorized officer of the parties to be bound.

8.4 Nothing herein shall be construed as granting Licensee any rights under any patents, trademarks, copyrights, trade secrets, or other intellectual property rights owned and controlled by Licensor and not specifically licensed herein.

8.5 If any provision of this Agreement is declared invalid by a court of competent jurisdiction, such determination shall not affect the remaining provisions of this Agreement.

8.6 This Agreement shall supersede and replace any and all prior agreements between the parties hereto relating to the subject matter hereof, and any such prior agreements are hereby canceled.

8.7 Failure of Licensor or Licensee to enforce at any time any of the provisions of this Agreement shall in no way be considered a waiver of such provisions or of any provisions or any other provisions or in any way affect the validity of this Agreement.

## **9. CTS Software Inc. Online Liability**

9.1 Licensor shall exercise all reasonable measures to the extent possible for protecting all confidential data that is maintained on its servers that are being accessed remotely by its licensees from outside attacks.

9.2 It is the Licensee's responsibility to maintain control over whom it provides the username and password information required to access Trip Master Enterprise Edition. If the Licensee needs to change passwords it is their responsibility to notify Licensor for these changes to be made.

9.3 Should any confidential data be stolen using the usernames and passwords provided to the Licensee, as stated in section 9.2, the Licensor will not be held responsible.

IN WITNESS WHEREOF, the parties hereto have affixed their names and seals, by the executive officers thereto duly authorized, as effective as of the day and year first above written.



CTS Software, Inc.

Print by: Amie L. Green

Title: Finance Director

Sign by: \_\_\_\_\_

Date: February 1, 2016

Board of County Commissioners  
Levy County, Florida

Print by: John Meeks

Title: Chair

Sign by: \_\_\_\_\_

Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Danny J. Shipp, Clerk

APPROVED AS TO FORM:

*Anne Bast Brown*  
Anne Bast Brown, County Attorney

When signed this document constitutes an order and delivered by facsimile, email attachment, etc. and upon such delivery the facsimile signature will be deemed to have the same effect as if the original signature had been delivered to both parties.





**Trip Master Enterprise Edition**

**Schedule A**

Date - 02/15/2016

<b>Software</b>	<b>Unit Price</b>	<b>Unit</b>	<b>Quantity</b>	<b>Amount</b>
Trip Master Enterprise Edition	\$15,000.00	Lot	1	\$15,000.00
Navteq Navstreets Mapping Module	\$995.00	Lot	1	\$995.00
Mobile Data Terminal Interface	\$10,000.00	Lot	1	\$10,000.00
ParaScope Tablet MDT License	\$449.00	Each	25	\$11,225.00
IVR Automated Call Reminder	\$10,000.00	Lot	1	\$10,000.00
Automated Scheduling Module	\$7,500.00	Lot	1	\$7,500.00
				<b>\$54,720.00</b>
<b>Additional Items</b>	<b>Unit Price</b>	<b>Unit</b>	<b>Quantity</b>	<b>Amount</b>
Licensing (beyond 10 included)	\$500.00	Each	0	\$0.00
Data Acquisition, Conversion and Installation	\$1,000.00	Lot	1	Free
Training (30 Day Implementation Plan)				
Project Management	\$500.00	Day	1	Free
Online Remote System Set Up	\$500.00	Day	2	Free
Online Remote System Training	\$100.00	Session	5	Free
Onsite Implementation and Acceptance	\$350.00	Day	8	\$2,800.00
Travel	\$2,500.00	Lot	2	\$5,000.00
			<b>Additional Items Total</b>	<b>\$7,800.00</b>
<b>Ongoing Monthly Maintenance and Support</b>	<b>Unit Price</b>	<b>Unit</b>	<b>Quantity</b>	<b>Amount</b>
Updates, Maintenance and Support Base <i>(includes 10 licenses, unlimited toll free technical support, updates as they are made available, quarterly GIS updates, nightly database backup, and dedicated server hosting).</i>	\$600.00	Lot	1	\$600.00
Vehicle Fleet	\$20.00	Each	25	\$500.00
Auto Scheduling License Fee	\$5.00	Each	25	\$125.00
ParaScope License Fee	\$10.00	Each	25	\$250.00
IVR Monthly M&S Fee for up to 6000 calls	\$300.00	Lot	1	\$300.00
Additional License	\$10.00	Each	0	\$0.00
			<b>Monthly Maintenance and Support Total</b>	<b>\$1,775.00</b>



**Levy County Board of County Commissioners  
Agenda Item Summary**

1. DEPARTMENT MAKING REQUEST/NAME/EXTENSION: SHIP

2. MEETING DATE:  
September 20, 2016

3. REQUESTED MOTION/ACTION:

A motion to approve Deferred Payment Loan Agreement Tanya Murillo- PA #534 for an existing unit in Bronson, FL 32621

4. IS THIS ITEM BUDGETED ( IF APPLICABLE )?: Yes  No  IF NO, STATE ACTION REQUIRED

BUDGET ACTION: NONE

FINANCIAL IMPACT SUMMARY STATEMENT:

DETAILED ANALYSIS ATTACHED?: Yes  No  BUDGET OFFICER APPROVAL \_\_\_\_\_ DATE \_\_\_\_\_

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

A motion to approve Deferred Payment Loan Agreement for Tanya Murillo- PA #534 in the amount of **\$14,790.00** for an existing unit in Bronson, FL 32621 property address 45 Forest Lane, Bronson.

DEPARTMENT DIRECTOR	OTHER	OTHER	OTHER	COUNTY ATTORNEY	COUNTY COORDINATOR
Yes <input checked="" type="checkbox"/> No	Yes <input checked="" type="checkbox"/> No	Yes <input type="checkbox"/> No			
				AKS 9-7-16	

7. COMMISSION ACTION:

APPROVED

DENIED

DEFERRED DATE TO BRING BACK:

OTHER SPECIFY:



**LEVY COUNTY  
DEFERRED PAYMENT LOAN AGREEMENT**

THIS AGREEMENT, MADE THIS \_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_, BY AND BETWEEN Tanya Murillo, OF Levy County, Florida, hereinafter referred to as "Owner", and Levy County, a political subdivision of the State of Florida, hereinafter referred to as "County", pursuant to County's Down Payment/Closing Cost and Rehabilitation Assistance Program, hereinafter referred to as "DCCRAP", relates to the real property lying in the County of Levy, Florida, described as follows (herein "the property"):

LEGAL DESCRIPTION: See Attached Legal Description ,Exhibit "A"

**WITNESSETH:**

**WHEREAS**, County has set-aside housing assistance funds under its DCCRAP which was prepared for County's participation in the State Housing Initiative Partnership (herein "SHIP") Program, in compliance with Part VI, Chapter 420, Florida Statutes, and Chapter 67-37, Florida Administrative Code; and

**WHEREAS**, Owner proposes to finance either a portion of down payment or closing cost payments associated with the purchase of the above-described property, or both, with the proceeds of a Deferred Payment Loan made pursuant to this Agreement and made available under said DCCRAP (herein "DPL");

**NOW, THEREFORE**, in consideration of the covenants contained herein, it is agreed:

1. The principal amount of the DPL is Fourteen Thousand Seven Hundred Ninety Dollars (\$ 14,790.00 ). County will provide the principal amount of the DPL to the seller at the closing of the purchase of the property. The DPL funds will not be provided directly to the Owner.

2. There will be no interest due on the DPL, except as otherwise provided in this Agreement.

3. County will require repayment of the principal amount of the DPL if Owner fails to abide by any of the following provisions of this Agreement:

- a. Owner must continue to own the property and not transfer any of Owner's interest in the property for a minimum of ten (10) years from the date of execution of this Agreement by all parties to this Agreement (hereinafter "the Effective Date").
- b. Owner must occupy, establish and use the property as Owner's principal residence and continue to occupy said property for ten (10) years after the Effective Date.
- c. Owner must maintain the residence in conformance with all local building, zoning and other applicable ordinances or codes for ten (10) years beginning with the Effective Date.

4. County agrees to forgive the DPL after ten (10) years from the Effective Date; provided that all of the following requirements have been met: (a) the home located on the property remains occupied by Owner for such ten (10) year period; (b) Owner has continued to own the property and no interest in the property of Owner has been transferred during such ten (10) year period; and (c) Owner honors all requirements of this Agreement, of any promissory note provided by Owner to County in connection with the DPL or with the property, and of any mortgage entered into by Owner for the benefit of County that uses the property as security for the DPL or for any such promissory note.

5. If Owner violates this Agreement by selling the property or by the transferring of any of Owner's interest in the property by whatever means, prior to the expiration of the ten (10) year period provided in this Agreement, then the DPL principal amount shall be recaptured and the entire principal of the DPL shall be due within thirty (30) days of the date of the sale of the property by Owner, or within thirty (30) days of the date of transfer of any of Owner's interest in the property, whichever is applicable, and such amount shall be returned to County within such thirty (30) days. If Owner fails to occupy the home located on the property as Owner's primary residence prior to the expiration of the ten (10) year period provided in this Agreement, the entire DPL principal amount shall be due within thirty (30) days from the date that Owner fails to occupy the home located on the property as Owner's primary residence.

6. In the event that Owner is cited for violation of any local building, zoning or other ordinance or code, County will notify Owner to correct such violation(s) within thirty (30) days. If Owner does not correct such violation(s) within the time period stated, County will notify Owner by certified mail of its intent to exercise its rights under this paragraph. Upon delivery or attempted delivery of such notice to Owner, Owner shall be required to pay County 1/120<sup>th</sup> of the principal amount of the DPL each month until said violation(s) are corrected. If Owner continues to fail to correct such violation(s) within a reasonable amount of time, not to exceed one hundred twenty (120) days, the entire principal amount of the DPL will be due and payable immediately upon the expiration of such one hundred twenty (120) days.

7. The entire principal amount of the DPL will be due and payable immediately if Owner is found to have given materially false or inaccurate information or statements to County (or failed to provide County with any material information) in connection with the DPL or the DPL application, including, but not limited to, representations concerning (i) Owner's occupancy

of the property as a principal residence or (ii) Owner's household income. The DPL application submitted by Owner is hereby incorporated by reference in its entirety.

8. This Agreement shall constitute a lien on the property in the amount stated in paragraph 1 above. Said lien shall be satisfied in full when Owner has complied with the provisions of paragraph 4 of this Agreement or when Owner has paid to County the total principal amount of the DPL.

9. If Owner violates any of the provisions of this Agreement but is unable to pay the total amount due when due, County may allow repayment of the amount due over a term not to exceed ten (10) years, at a yield of four percent (4%) interest per annum, calculated from the date the amount became due. Additional collateral may be substituted for the property or a notice of lien may extend the lien currently on the property.

10. If any of the provisions set forth in this Agreement are violated, and the lien created by such violation are in default for a period of thirty (30) days, County may enforce the lien by a suit in equity according to the provisions of the Florida Statutes or other applicable law and Owner shall be responsible for all costs incurred in such proceedings or in any proceedings Owner may pursue to enforce its rights under the terms of this Agreement, including reasonable attorney's fees. Failure of County to exercise any option or right provided under this Agreement, or at law or in equity, shall not constitute a waiver of such option on any subsequent occasions.

11. In addition to this DPL, Owner has obtained a mortgage loan (the "First Mortgage Loan") from Plaza Home Mortgage, Inc, the ("Senior Lien holder"), which loan is secured by a first mortgage lien (the "First Mortgage") on the property. County acknowledges and agrees that this DPL Agreement, and the lien created hereby, is subject and subordinate in all respects to the liens, terms, covenants, and conditions of the First Mortgage Loan, and to all advances heretofore made, or which may hereafter be made, pursuant to the First Mortgage Loan, including all sums advanced for the purpose of (a) protecting or further securing the lien of the First Mortgage Loan or for any other purpose expressly permitted by the First Mortgage, or (b) constructing, renovating, repairing, furnishing, fixing or equipping the mortgaged premises. The terms and provisions of the First Mortgage are paramount and controlling, and they supersede any other terms and provisions hereof in conflict therewith.

In the event of a foreclosure of the First Mortgage any provisions herein or any provisions of any other collateral agreement restricting the Owner's ability to sell the property shall have no further force or effect. The lien of this DPL Agreement shall automatically terminate upon the Senior Lien holder's acquisition of title through a foreclosure of the First Mortgage; provided, however, that (i) County has been given thirty (30) days written notice of a default under the First Mortgage, and (ii) County has not cured the default under the First Mortgage within the 30-day period provided in such notice.

12. Owner shall keep any improvements to the property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including floods or flooding, for which Senior Lien holder requires insurance. This insurance shall be maintained

for the full replacement value of such improvements and shall be kept in force during the ten (10) year term beginning on the Effective Date.

BY SIGNING BELOW, Owner and County accept and agree to the terms and covenants contained in this Deferred Payment Loan Agreement.

[Signature]  
Owner

[Signature]  
Witness Print Name: Helen S. Urie

[Signature]  
Witness Print Name: Audrey Haskew

\_\_\_\_\_  
Owner

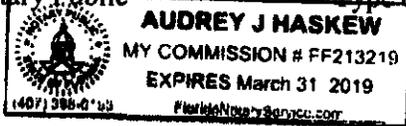
\_\_\_\_\_  
Witness Print Name: \_\_\_\_\_

\_\_\_\_\_  
Witness Print Name: \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF LEVY

Before me, the undersigned authority, this 22 day of August, 2016, personally appeared Janya Murrell who acknowledge(s) before me that \_\_\_\_\_ (he/she/they) freely and voluntarily executed this Agreement for the purposes therein expressed.

[Signature]  
Signature of Notary Public  
(STAMP)



Personally known \_\_\_\_\_ or Produced I.D.   
Type of identification produced FLDL-11640800757810

Attest:

BOARD OF COUNTY COMMISSIONERS  
OF LEVY COUNTY, FLORIDA

\_\_\_\_\_  
Danny J. Shipp, Clerk of Court

\_\_\_\_\_  
JOHN MEEKS, Chairman

Approved as to form and legal sufficiency:  
[Signature]  
Anne Bast Brown, County Attorney

## **EXHIBIT "A"**

### **Legal Description**

A parcel of land in Section 8, Township 12 South, Range 17 East, in the Town of Bronson, Levy County, Florida, being a portion of that property described in Deed Book 64, Page 130 of the Public Records of Levy County, Florida, and being more particularly described as follows:

For a point of reference, commence at an iron pipe existing at the Northeast corner of Section 8, Township 12 South, Range 17 East; thence run S 02°29'00" E, along the East line of Section 8, a distance of 441.5 feet to the Southerly right of way line of State Road No. 24, said right of way line being 33 feet perpendicular measurement Southerly from the centerline of State Road No. 24; thence S 45°51'00" W, along said right of way line, 535.32 feet to the Northeast corner of that parcel described in Deed Book 64, Page 130; thence S 02°29'00" E, along the East line of said parcel described in Deed Book 64, Page 130, a distance of 941.85 feet to the Point of Beginning; thence continue S 02°29'00" E, 323.15 feet to the Northeast corner of that parcel described in O.R. Book 42, Page 708; thence Southwesterly, along the North line of said parcel described in O.R. Book 42, Page 708, a distance of 197 feet, more or less, to the Northwest corner of said parcel described in O.R. Book 42, Page 708; thence N 02°13'00" W, 173.00 feet; thence S 87°47'00" W, 63.26 feet; thence N 02°29'00" W, 113.00 feet; thence N 45°51'00" E, parallel with the Southerly right of way line of State Road No. 24, a distance of 267.66 feet to close on the Point of Beginning.

TOGETHER WITH a non-exclusive easement for ingress, egress and public utilities over and across the East 20 feet of that property described in Deed Book 64, Page 130, LESS that portion conveyed to Donald Polk and wife, in O.R. Book 42, Page 708.

LESS AND EXCEPT: A parcel of land in Section 8, Township 12 South, Range 17 East, in the Town of Bronson, Levy County, Florida, being a portion of that property described in Deed Book 64, Page 130 of the Public Records of Levy County, Florida, and being more particularly described as follows:

For a Point of Reference, commence at an iron pipe existing at the Northeast corner of Section 8, Township 12 South, Range 17 East; thence run S 02°29'00" E, along the East line of Section 8, a distance of 441.5 feet to the Southerly right of way line of State Road No. 24, said right of way line being 33 feet perpendicular measurement Southerly from the centerline of State Road No. 24; thence S 45°51'00" W, along said right of way line, 535.32 feet to the Northeast corner of that parcel described in Deed Book 64, Page 130; thence S 02°29'00" E, along the East line of said parcel described in Deed Book 64, Page 130, a distance of 1265.00 feet to the Northeast corner of that parcel described in O.R. Book 42, Page 708; thence S41°46'44" W, 68.00 feet to the Point of Beginning; thence N 48°13'16" W, 3.00 feet; thence S 41°46'44" W, 2.00 feet; thence S 48°13'16" E, 3.00 feet; thence N 41°46'44" E, 2.00 feet to close on the Point of Beginning.



*Levy County Board of County Commissioners  
Agenda Item Summary*

1. DEPARTMENT MAKING REQUEST/NAME/EXTENSION: SHIP

2. MEETING DATE:  
September 20, 2016

3. REQUESTED MOTION/ACTION:

A motion to approve Deferred Payment Loan Agreement Wesley Joyner- PA #537 for an existing unit in Chiefland, FL 32626

4. IS THIS ITEM BUDGETED (IF APPLICABLE)?: Yes  No  IF NO, STATE ACTION REQUIRED

BUDGET ACTION: NONE

FINANCIAL IMPACT SUMMARY STATEMENT:

DETAILED ANALYSIS ATTACHED?: Yes  No  BUDGET OFFICER APPROVAL  DATE

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

A motion to approve Deferred Payment Loan Agreement for Wesley Joyner- PA #537 in the amount of **\$13,260.00** for an existing unit in Chiefland, FL 32622 property address 209 NW 6<sup>th</sup> Street, Chiefland, Florida 32626.

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"/>			

7. COMMISSION ACTION:

APPROVED

DENIED

DEFERRED DATE TO BRING BACK:

OTHER SPECIFY:



*Levy County Board of County Commissioners  
Agenda Item Summary*

1. DEPARTMENT MAKING REQUEST/NAME/EXTENSION:  
EMERGENCY MANAGEMENT, JOHN MACDONALD, 5213

2. MEETING DATE:  
September 20, 2016

3. REQUESTED MOTION/ACTION

A) RATIFY HURRICANE HERMINE LOCAL STATE OF EMERGENCY DECLARATION.

4. 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

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

**TO MAKE SURE IF THERE ARE ANY REIMBURSEMENT RECOVERY COSTS FROM HURRICANE HERMINE FROM WORK BEING DONE WE HAVE DOCUMENTATION SUPPORT.**

DEPARTMENT DIRECTOR	OTHER	OTHER	OTHER	COUNTY ATTORNEY	COUNTY COORDINATOR
YES <u>X</u> NO	YES ___ NO	YES ___ NO	YES ___ NO	YES <u>X</u> NO	YES ___ NO

7. COMMISSION ACTION:

APPROVED

DENIED

DEFERRED DATE TO BRING BACK:

OTHER SPECIFY:



# 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

Instrument # 617352  
CR BK: 1399 PG: 249-1nd(s)

REC:9/14/2016 11:01 AM  
Danny J. Shipp, Levy County Clerk, Florida  
Rec: \$10.00

## EMERGENCY DECLARATION 2016-060

Deputy Clerk MBASS

**WHEREAS**, Levy County has potential to suffer impacts from the severe flooding, rain, storm surge and wind from Tropical Storm Hermine/Hurricane Hermine; and

**WHEREAS**, said County is expected to continue to suffer from the effects of flooding, rain, storm surge and wind for some undefined period of time; and

**WHEREAS**, damage to homes, businesses, agricultural operations, boating, fishing, travel, and other activities and facilities, due to severe flooding, heavy rain; and wind, is projected which will cause severe transportation problems; and

**WHEREAS**, these conditions constitute a potential life threatening situation for the citizens and visitors to Levy County; and

**WHEREAS**, these conditions constitute a potential for property damage to property of Levy County; and

**WHEREAS**, the conditions constitute a potential for economic losses to the aquaculture and agriculture industry in Levy County; and

**NOW THEREFORE, BE IT THEREFORE RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF LEVY COUNTY:**

That the Levy County Board of County Commissioners hereby declares that a Local State of Emergency exists in Levy County and that all County Departments are authorized and requested to provide any life saving assistance necessary under the authority of Florida Statutes, Chapter 252 and the Levy County Comprehensive Emergency Management Plan; and

As provided in Chapter 252, Florida Statutes, all normal formalities related to procurement, hours of employment of County employees, notice provisions and other procedures usually followed or required by law are hereby waived.

**ENACTED** this 14<sup>th</sup> day of September, 2016 and ratified the 20<sup>th</sup> day of September, 2016.

ATTEST:  
CLERK OF THE CIRCUIT COURT  
AND EX OFFICIO TO THE BOARD

*Sheela Reed*  
Danny J. Shipp, Chief Deputy

BOARD OF COUNTY COMMISSIONERS  
LEVY COUNTY, FLORIDA

*John Meeks*  
John Meeks, Chairman

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY:

*Anne Bast Brown* R  
Anne Bast Brown, County Attorney

