

@ 11:00

*Levy County Board of County Commissioners
Agenda Item Summary*

1. DEPARTMENT MAKING REQUEST/NAME/EXTENSION:

WILBUR DEAN, ASSISTANT TO THE COUNTY COORDINATOR

2. MEETING DATE:

October 18, 2016

3. REQUESTED MOTION/ACTION:

Interview applicant for Levy County Extension Director & Livestock Agent position

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

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

ONE QUALIFIED APPLICANT WAS SUCCESSFULLY INTERVIEWED FOR THIS POSITION BY THE UNIVERSITY OF FLORIDA - IFAS STAFF ON TUESDAY, OCTOBER 11, 2016

MR. EDWARD "ED" JENNINGS

COUNTY EXTENSION DIRECTOR & AGRICULTURE (LIVESTOCK/PASTURE MANAGEMENT) AGENT IV

TO FOLLOW ARE THE POSITION DESCRIPTION AND MR. JENNINGS' APPLICATION FOR EMPLOYMENT

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

7. COMMISSION ACTION:

APPROVED

DENIED

DEFERRED DATE TO BRING BACK:

OTHER SPECIFY:

Position no. 0001-3980

Agriculture (Livestock/Pasture Management) Extension Agent IV and County Extension Director

University of Florida/IFAS Extension at Levy County

Bronson, FL (Northeast Extension District)

Application Deadline: 2 weeks after initial posting date

The University of Florida/IFAS and Levy County seek to fill a 12-month, permanent status-accruing agriculture (livestock specialty) and natural resources extension agent (70%) and County Extension Director (30%) position. The agent will be responsible for planning, developing, implementing, teaching, evaluating, and reporting on extension programs in livestock (cattle, small ruminants, equine) and forage production and management (55%) plus natural resources (5%). Active participation and support to livestock-related activities of the 4-H Youth Development program is also expected (10%). The successful candidate will establish and maintain an effective system for program accountability to all relevant groups, organizations and agencies and will be expected to target programs reflective of the county's population diversity and unique educational needs.

As the County Extension Director (CED), the administrative duties for this position include the role of Department Head (reporting to the Levy County Coordinator) and the role of CED for UF/IFAS (reporting to the Northeast District Extension Director). The CED is responsible for overall administration of an effectively managed unit, including providing leadership to: 1. Three Levy County Extension faculty (an agriculture/ horticulture agent, a 4-H agent and a family and consumer science agent) and six staff members assigned to the office; 2. Facilities, equipment, and vehicles assigned to the extension office; 3. Overall extension office budget development; and 4. Marketing/communication of the program in the community. This position is funded 60% by the University of Florida and 40% by the Levy Board of County Commissioners (BOCC). The successful candidate will serve as the liaison between county government, county partners, and the Univ. of Florida, providing regular communication with the Levy BOCC.

Responsibilities include the establishment and effective management of two advisory committees (one for the agriculture/livestock program and one for the total county extension program) and working with agencies and organizations that are concerned with the needs and well-being of youth and adult citizens. The agent will create an annual plan of work and annual report of accomplishment based on the input of the advisory committees. Additional county and faculty reports and committee involvement are expected. The successful candidate will be expected to employ skills in effective organization, financial accountability and record keeping, and to respond to clients in a timely and professional manner.

Required are the abilities to work with diverse clientele; communication skills in writing, speaking and listening, and use of computers and social media. The agent is expected to develop creative works (presentations, posters, website development, etc.), seek extra-mural funding, write non-technical people-friendly publications, and participate in professional

societies. It is expected that the agent will attain promotion and permanent status (if not already attained) in accordance with established UF guidelines.

The agent will follow all UF and Levy County Extension policies regarding affirmative action, program development, reporting and accountability as well as assuming other duties as assigned by the District Extension Director (DED) and the administrative representative of the Levy BOCC.

Qualifications

An earned master's degree and 15 years of land grant university extension or related experience are required. Doctoral degrees will be considered. Degrees must be from an accredited university in the fields of agriculture, animal sciences, agronomy, leadership, extension education, agricultural education, or other closely related fields. Experience with youth development, livestock, extension projects, computer and information technology, social media and educational delivery methods are necessary.

Established residency in Levy County is expected, as it is expected that the Levy CED/Extension Agent will become a part of community life. The candidate must possess a valid Florida driver's license, and be willing to travel in/out of the county (sometimes overnight), with occasional irregular hours and weekend work. The successful candidate must pass an appropriate county drug and background check.

Additional information

The Levy County Extension office is located at 625 N. Hathaway Ave., Bronson, FL. The Levy County population is approximately 40,000 with 5,500 school-age youth. A large proportion of students qualify for free or reduced lunches. At the last census, 87% of the Levy county population identified themselves as white, 10% as black, with 3% other ethnicities.

FOR INFORMATIONAL PURPOSES ONLY: Extension is a partnership between state, federal, and county governments to provide scientific knowledge and expertise to the public. As such, all partners are involved in the supervision of the office and contribute to the salary and support resources. The primary goal of Extension is to disseminate the latest knowledge and applicable technologies in agriculture, human and natural resources, and the life sciences in order to sustain and enhance the quality of human life. The UF/IFAS mission is accomplished through extension faculty members, scientists, educators, administrative staff, and volunteers working cohesively throughout Florida's 67 counties.

Dear Search Committee,

Please accept this letter for my application to position number 00013980 County Extension Director, Levy County. I believe that I am uniquely qualified to fill this position and grow the total Extension program in Levy County. I began my career in Florida Extension thirty two years ago as a 4-H Agent in Escambia County. I later served as Livestock Agent in Pasco County, County Extension Director in Sumter County and currently as a Multi-County Livestock Agent serving Pasco and surrounding counties.

Having served in multiple counties through the years has helped me to develop a better overview of how a successful Extension program is built in a county. I have worked directly with nine different District Directors and five County Extension Directors during my career and have learned something from all of them. During my seven years as County Extension Director in Sumter County, my team and I were able to increase the County Extension Budget from seventy thousand dollars per year to one hundred eighty thousand dollars per year. We also built consensus among a large number of Extension clientele groups to obtain over two million dollars to build a new Extension Facility for Sumter County which is still serving that county well today.

In terms of leadership, I have served as Chair of the South Florida Beef-Forage Group, Central Florida Livestock Agents Group, Florida Cattlemen's Institute Planning Committee (twice), and all elected officer positions in the Florida Association of County Agricultural Agents. Within IFAS, I was twice elected by statewide faculty members to serve on the UF-IFAS Faculty Council and twice appointed to serve on the Dean for Extension Policy Committee. I have also served as a mentor to numerous county and state faculty through the years and served as a member of several screening committees for various state and county faculty positions. I completed the LEAD IFAS leadership and management training program in 2004.

As a UF Alumnus and long-time loyal employee, I want only the best for Extension in Florida. We serve as the front door to the University of Florida and in many cases are the only connection citizens away from Gainesville have with UF. I value, embrace and respect that responsibility. I will use all of my skills, contacts and resources to fulfill the expansive duties of the County Extension Director in Levy County and build the program to be the most effective possible to serve our diverse clientele now and in the future.

Sincerely,

A handwritten signature in black ink, appearing to read "Ed Jennings". The signature is written in a cursive style with a prominent flourish at the end.

Ed Jennings

EDWARD W. JENNINGS

39236 Clinton Ave, Dade City, FL 33525

Cell: (352)206-9195

edjennin@ufl.edu

QUALIFICATIONS

Experienced Extension Agent

Highlights include:

- Responsible for planning, implementation and evaluation of comprehensive extension programs for livestock and forage producers in Central Florida.
- Work closely with local and state cattlemen's, cattlemen, and junior cattlemen's associations.
- Work with producers, grower organizations and other governmental agencies on issues of importance to area producers.
- Provide support and direct instruction in the area of youth livestock education for 4-H, FFA, Junior Cattlemen to include project management and ethics certification.
- Multiple Officer and committee positions in professional organizations including president of FACAA in 2013.

PROFESSIONAL EXPERIENCE

UF/IFAS EXTENSION - PASCO COUNTY

Multi County Extension Agent IV - Livestock 03/2005 to Current

UF/IFAS EXTENSION - SUMTER COUNTY

Extension Agent IV - County Extension Director & Agricultural Agent 02/1998 to 03/2005

UF/IFAS EXTENSION - PASCO COUNTY

Extension Agent I thru III - Livestock 11/1986 to 02/1998

UF/IFAS EXTENSION - ESCAMBIA COUNTY

Extension Agent I - 4-H Youth Development 06/1984 to 11/1986

UF/IFAS OPS

Student Employment - Swine Research Unit 05/1981 to 08/1983

GROCO AGRICULTURAL SERVICES

Grove and Ranch Labor 03/1979 to 04/1981

EDUCATION

BACHELORS DEGREE: ANIMAL SCIENCE 1983

University of Florida

MASTERS DEGREE: SCIENCE EDUCATION 1992

University of South Florida

EXTENSION PROGRAMMING HIGHLIGHTS

- Plan and teach classes, workshops and field days focused on: Best management practices for cow/calf operations; Best management practices for horse farms; Forage and pasture management
- Group educational program presentations at local sites
- Client visits to educate producers on improved livestock management practices and to assist with diagnoses of production problems
- Provide educational programs to Extension volunteers, participants in youth programming and general public

- Work cooperatively with other agents in designing, conducting and evaluating regional and statewide Extension programs
- Group educational program presentations at state level events including: Florida Beef Cattle Short Course, Florida Equine Institute, and Livestock Education and Certification for Agricultural Law Enforcement (LECALE).

PROFESSIONAL AFFILIATIONS

- Florida Association of County Agricultural Agents
- National Association of County Agricultural Agents
- Florida Cattlemen's Association
- Pasco, Sumter, Hernando, Citrus Cattlemen's Associations
- Sumter County Farm Bureau
- Florida State Fair Beef Show Committee
- Florida State Fair Swine Show Committee
- Pasco County Fair Youth Beef Show and Sale Committee - Ex Officio

CERTIFICATIONS

- Florida State Fair Certified Youth Livestock Ethics Trainer, 2007
- LEAD IFAS Certification, 2004

AWARDS

- Pasco County Sheriff's Office Service to Agriculture Award, 2016
- NACAA Search for Excellence Team Award, 2016
- Pasco County BOCC resolution recognizing service to agriculture, 2016
- FACAA Search for Excellence Award, 2014
- Pasco County Sheriff's Office Citizen's Service Award, 2012
- Extension Administration Sadler Award, 2010
- NACAA Distinguished Service Award, 2003
- NACAA Achievement Award, 1994

EDIS PUBLICATIONS

- Robert MacKay, Ed Jennings, Brent Sellers, Jason Ferrell, and Amanda House, "Creeping Indigo, A Poisonous Plant of Concern in Florida Pastures" University of Florida College of Veterinary Medicine and Agronomy Department AGR 394. 2015 5 pgs.
- Jason Ferrell, Brent Sellers and Ed Jennings, "Control of Lantana in Pastures" University of Florida. Agronomy Department AGR 359. 2012 2 pgs.
- Mark Warren, Ed Jennings and Matt Hersom., "Winter Feed Estimator: A Practical Tool for the Beef Cow-Calf Producer" University of Florida. Department of Animal Sciences AN 244. 2010 3pgs.
- Yoana Newman, Ed Jennings, Joao Vendramini, and Ann Blount., "Pearl Millet (*Pennisetum glaucum*) : Overview and Management" University of Florida. Agronomy Department AGR 337 2010 6pgs.
- Chad Carr, Ed Jennings and Larry Eubanks., "Fresh Meat Selection for Consumers" University of Florida. Department of Animal Sciences AN 229. 2009 5pgs.
- J.K. Shearer, Max Irsik and Ed Jennings., "Methods of Large Animal Carcass Disposal in Florida" University of Florida. Veterinary Medicine-Large Animal Clinical Sciences VM171. 2008 4 pgs.
- Kunkle,B., Hogue, P., Jennings, E., and Sumner, S., "Protein Supplement May Improve Gains of Nursing Calves." University of Florida. ANS11. 1997 Revised 2007. 6pgs.
- Prichard, D., Hartzog, R., Gamble, S.F., and Jennings, E., Florida Cow-Calf Management, 2nd edition. "Practicing Good Management." University of Florida. AN121. 2003. 28 pgs.

REFERENCES

- Jim Handley, Executive Vice President, Florida Cattlemen's Association - fbcfajimhandley@aol.com
- Chris Nocco, Pasco County Sheriff - cnocco@pascosheriff.org
- Ben Barthle, Chairman, Pasco County Extension Advisory Committee - benbarthle@yahoo.com
- Jay Ferrell, Professor & Associate Department Chair, UF Agronomy Department – jferrell@ufl.edu.
- John Arthington, Professor & Center Director, UF Range Cattle REC - jarth@ufl.edu.
- Carissa Wickens, Assistant Professor, UF Animal Science Department - cwickens@ufl.edu.
- Freddie Johnson, District Extension Director (Retired) - (352)317-8621.

Ed Jennings

(Applicant's name)

has applied with the Florida Cooperative Extension Service for the position(s) of:
(specify) Levy County Extension Director, Position # 00013980

Your name was given as a reference and we would appreciate your opinion of this person's qualifications. Please type or print with black ink and return to: Dana LeCuyer, 2038 McCarty Hall, PO Box 110281 Gainesville, FL 32611-0281 or fax to: (352) 392-3226 or email to dlecuyer@ufl.edu.

Sincerely,

Dana LeCuyer

Faculty Recruitment and Hiring

RECEIVED

SEP 06 2016

IFAS HUMAN RESOURCES

CORE COMPETENCIES-

BEHAVIORS EXPECTED OF ALL EDUCATORS

Below is a list of some of the core competencies that are important in performing the duties of an Extension Agent. Please indicate your judgment of the applicant's qualifications by selecting the appropriate rating from the drop-down menu.

	<i>Above</i>		<i>Below</i>		
<i>Excellent</i>	<i>Average</i>	<i>Average</i>	<i>Average</i>	<i>Poor</i>	<i>unknown</i>
(Top 5%)	(Top 25%)	(50%)	(Lower 25%)	(Lower 5%)	

PROFESSIONAL ORIENTATION

Please select:

Honesty

Excellent

Dependability

Excellent

Integrity

Excellent

GENERAL INFORMATION

What particular strengths do you think the applicant would have in this position?

Ed Jennings is a citizen of IFAS and a long-standing ambassador for our institution. He is routinely called on to write letters of recommendation for State Faculty, serve on committees, and speak for the industry. His communication skills are truly outstanding. He is a friend and resource to cattlemen with 20 up to 2000 head. These are very different operations, so being able to communicate effectively to all of them takes great skill. Ed is also extremely dependable. He is one of the few agents that I can call and ask a favor and have him deliver every time. That is why I have historically done so much on-farm research in his area. Though there are many pastures closer to Gainesville, I know he will find the perfect field and producer to meet my needs every time. The cattle producers of Levy County are going to instantly appreciate what he can deliver.

What particular weaknesses do you think the applicant would have in this position?

I am hard pressed to find a weakness. In the 13 years I have worked with Ed, he has never let me down once.

Please list additional comments you have that would help us make an evaluation of this applicant.

Ed has previously served as CED of Sumter County. In that role he worked closely with county government and procured significant funding to build a new Ag Center facility. Therefore, he knows how to work with the county commission to create progress. Though he will have a learning curve in Levy County, it will not be as steep as what most individuals would encounter.

Describe the nature of your contacts and the capacity in which you have known this person.

As a state specialist, I have worked with Ed Jennings for over a decade to conduct research and a number of county education programs.

If you were in a position to do so, would you employ this applicant as an Extension Educator?

- YES YES - with some reservations NO

Name: Jason Ferrell
(Please type or print name)

Title: Professor

E-mail: jferrell@ufl.edu

Daytime Phone: 352-392-7512

Date: 9/6/16

Name of Organization: University of Florida - IFAS



Print Form

Submit by Email

Ed Jennings

(Applicant's name)

has applied with the Florida Cooperative Extension Service for the position(s) of: (specify) Levy County Extension Director, Position # 00013980

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Table with 6 columns: Excellent (Top 5%), Above Average (Top 25%), Average (50%), Below Average (Lower 25%), Poor (Lower 5%), unknown

PROFESSIONAL ORIENTATION

Please select:

Honesty

Excellent

Dependability

Excellent

Integrity

Excellent

INITIATIVE/ORGANIZATION

Please select:

Self-discipline-determination to fulfill personal obligations

Excellent

Punctuality

Excellent

Ability to budget time

Excellent

Patience

Excellent

Enthusiasm

Excellent

Positive attitude

Excellent

Self-confidence

Excellent

Good judgment-ability to evaluate situations and make the most appropriate decisions

Excellent

TEAMWORK/LEADERSHIP

Supervisory skills

Excellent

Communication skills

Excellent

Tact-sense of what to do or say to avoid offending others

Excellent

Ability to work with all diverse audiences

Excellent

An open-mind-willing to consider new or different ideas or opinions

Excellent

Acceptance of criticism

Excellent

PROGRAM PLANNING, IMPLEMENTATION AND EVALUATION

Teaching ability

Excellent

Willingness to learn

Excellent

Adaptability to change

Excellent

Ability to recognize problems in time to take corrective action and handle a crisis when it occurs

Excellent

Ability to set priorities

Excellent

Resourcefulness - ability to find alternative solutions and innovative approaches

Excellent

Writing Skills

Excellent

What particular strengths do you think the applicant would have in this position?

Ed. will immediately fit into community and become productive quiet leader. He has a humble style that will prove very effective in Levy County

What particular weaknesses do you think the applicant would have in this position?

Once relocated None. May take him a brief bit of time to get to know the various communities, crops and commodities grown but he will adapt rapidly.

Please list additional comments you have that would help us make an evaluation of this applicant.

Ed very well thought of by everyone. He very honest dependable caring individual. One of best people to fit this particular county.

Describe the nature of your contacts and the capacity in which you have known this person.

I have personally known Ed since 1982 at University of Florida. See his work in Hillsborough + Pasco County. I am aware of what he has done to serve people, represent UF/IFAS very well.

If you were in a position to do so, would you employ this applicant as an Extension Educator?

YES YES - with some reservations NO

Name: Jim Handley
(Please type or print name)

Title: Executive Vice President, Florida Cattlemen's

E-mail: Jim@Floridacattlemen.org

Daytime Phone: 407-846-6221
407-466-3211

Date: 9-6-16

Name of Organization: Florida Cattlemen's Association

Ed Jennings

(Applicant's name)

has applied with the Florida Cooperative Extension Service for the position(s) of:
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(Top 5%)	(Top 25%)	(50%)	(Lower 25%)	(Lower 5%)	

PROFESSIONAL ORIENTATION

Please select:

Honesty

Excellent

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Integrity

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INITIATIVE/ORGANIZATION

Please select:

Self-discipline-determination to fulfill personal obligations

Excellent

Punctuality

Excellent

Ability to budget time

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Patience

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Enthusiasm

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Supervisory skills

Unknown

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An open-mind-willing to consider new or different ideas or opinions

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Acceptance of criticism

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PROGRAM PLANNING, IMPLEMENTATION AND EVALUATION

Teaching ability

Excellent

Willingness to learn

Excellent

Adaptability to change

Excellent

Ability to recognize problems in time to take corrective action and handle a crisis when it occurs

Excellent

Ability to set priorities

Excellent

Resourcefulness - ability to find alternative solutions and innovative approaches

Excellent

Writing Skills

Above Average

GENERAL INFORMATION

What particular strengths do you think the applicant would have in this position?

I have observed Ed Jennings to be an outstanding extension educator. He is a poised and knowledgeable speaker, and he has been a pivotal member of our team in delivering Agriculture Law Enforcement training and in disseminating information to equine clients regarding best management practices. He clearly demonstrates a wealth of experience in extension and a vast knowledge of the State's livestock and agriculture industries. Ed has a strong understanding of the importance of measuring impact in extension programming and exhibits a positive and proactive attitude towards the development of evaluation tools and seeks out opportunities to tell our story in extension. He is extremely supportive of state specialists and county faculty and works very effectively with specialists and his peers to deliver quality extension programs and resources to Florida clientele. Ed is kind, patient, and hard working. He is an invaluable asset to UF/IFAS Extension.

What particular weaknesses do you think the applicant would have in this position?

I have not observed any characteristics or actions from Ed in the three years that I have worked with him that would constitute a weakness. He is an absolute pleasure to work with and he has been incredibly supportive of my professional development during the first few years of my appointment at UF. I see him as someone who is eager to help others and feel he is a strong candidate for the Levy County Extension Director position.

Please list additional comments you have that would help us make an evaluation of this applicant.

I marked "unknown" under Ed's Supervisory Skills only because I have not directly observed him in a supervisory role/position. Any work we have conducted together has been in a setting where we are among peers and adult extension clientele. However, I have included my graduate student in the delivery of some of our programs, and I feel Ed has taken on the role of mentor in his interactions with her and clearly demonstrates effective mentoring skills/guidance.

Describe the nature of your contacts and the capacity in which you have known this person.

Ed Jennings has served as a collaborator/instructor for the Livestock Education and Certification for Agriculture Law Enforcement program led by Dr. Matt Hersom and myself. My earliest introductions to Ed came through this program during the pilot offering in the summer of 2014. I have been given multiple opportunities to interact with Ed through this program as well as to observe Ed provide instruction and information to program attendees. I have also had multiple other opportunities to interact and work with Ed during CFLAG meetings and programs and collaborative equine BMP programming. Ed has also taken time these first three years of my appointment to assist me in

If you were in a position to do so, would you employ this applicant as an Extension Educator?

- YES YES - with some reservations NO

Name: Carissa Wickens Title: Assistant Professor, Extension Equine Specialist
(Please type or print name)

E-mail: cwickens@ufl.edu Daytime Phone: 352-392-1917 Date: 9/8/16

Name of Organization: University of Florida/IFAS

Ed Jennings reference (Wickens)

Full text of 'Describe the nature...'

Ed Jennings has served as a collaborator/instructor for the Livestock Education and Certification for Agriculture Law Enforcement program led by Dr. Matt Hersom and myself. My earliest introductions to Ed came through this program during the pilot offering in the summer of 2014. I have been given multiple opportunities to interact with Ed through this program as well as to observe Ed provide instruction and information to program attendees. I have also had multiple other opportunities to interact and work with Ed during CFLAG meetings and programs and collaborative equine BMP programming. Ed has also taken time these first three years of my appointment to assist me in addressing client questions concerning pasture management and to teach me about forages/pasture grasses and weed identification specific to Florida and the southeast region.



UNIVERSITY OF SOUTH FLORIDA

Office of the Registrar
Tampa, FL 33620-6950
SVC 1034
813-974-2000

Do Not Release to Third Party Without Student Permission

01 OF 01
DATE PRINTED: 05/04/95
STUDENT NAME: EDWARD WAYNE JENWINGS
LAST, FIRST, MIDDLE: EDWARD WAYNE JENWINGS
GENDER: MALE

HIGH SCHOOL, LAST ATTENDED

LOCATION

STUDENT ID NUMBER

REASON FOR WITHDRAWAL
 WITHDRAWAL
 OTHER

COURSE TYPE
 BLANK - INSTITUTIONAL CREDIT
 A - ACT PROGRAM
 C - OTHER EXTERNAL CREDIT
 Y - REPEATED - FIRST ATTEMPT
 R - REPEATED - LAST ATTEMPT
 Z - ADVANCED PLACEMENT
 Z - CLEP

IF - 0 GRADE POINTS - INCOMPLETE GRADE CHANGED TO FAILURE
 X - INCOMPLETE (COMPLETED AS F FOR UNDERGRADUATE STUDENTS)
 W - WITHDREW
 S - SATISFACTORY
 U - UNSATISFACTORY
 I - INCOMPLETE

A - 4 GRADE POINTS - SUPERIOR
 B - 3 GRADE POINTS - EXCELLENT
 C - 2 GRADE POINTS - AVERAGE
 D - 1 GRADE POINT - BELOW AVERAGE
 F - 0 GRADE POINT - FAILURE

REF ID	TERM	SECTION	COURSE	GRADE	CRS	PTS	DATE	TIME	INSTR	REMARKS	PREVIOUS GRADE	REMARKS
ADMITTED TO UNDERGRADUATE DEGREE PROGRAM												
FALL TERM 003	09/22/75-12/10/75	1F	Z00	10	266	266						
FALL TERM 003	FND BIOLOGY III	D	266	266	266							
FALL TERM 003	AMERICAN HTY II	C	266	266	266							
ENTERED GRADUATE PROGRAM CHEMISTRY												
MAJOR: SCIENCE												
SUMMER TERM 901	05/03/86-08/13/86	6M	ASC	90	300	300						
EDF 0431	FNDTNS NEARSMNT	A	300	300	300							
FALL TERM 901	08/25/86-12/13/86	6M	ASC	90	400	400						
EDF 0517	HIST FND AM ED	A	400	400	400							
SUMMER TERM 901	01/07/87-04/30/87	6M	ASC	90	300	300						
EDF 0211	PSY FNDTMS EDUC	A	300	300	300							
SUMMER TERM 911	05/07/87-08/12/87	6M	ASC	90	300	300						
SCE 4320	TCH JHS SCI	A	300	300	300							
FALL TERM 901	08/24/87-12/12/87	6M	ASC	90	300	300						
SCE 6634	TR SEC SCI ED	A	300	300	300							
BDT 20100	FUND OF BOTANY	A	400	400	400							
SPRING TERM 901	01/07/88-04/28/88	6M	ASC	90	300	300						
EDF 6401	FNDTMS ED RSCH	A	300	300	300							
BSC 4933	MED BOTANY	B	300	300	300							
SUMMER TERM 901	05/02/88-08/12/88	6M	ASC	90	300	300						
EDC 4820	CURRIC INSTRUC	A	300	300	300							
BSC 4933	LEC IN ECOLOGY	B	200	200	200							
FALL TERM 900	08/29/88-12/17/88	6M	ASC	90	300	300						
BDT 5153	TAX FLA VAS PLTS	D	300	300	300							
SPRING TERM 903	01/09/89-04/29/89	6M	ASC	90	200	200						
BSC 6932	TOP ECOLOGY	B	200	200	200							
FALL TERM 900	08/28/89-12/15/89	6M	ASC	90	300	300						
PCB 4874	ORGANIC SVOLUTN	A	300	300	300							
CONTINUED TOP RIGHT OF THIS PAGE												

In Good Standing And Eligible To Return - Unless Otherwise Indicated
 The Above Statement Does Not Necessarily Apply To Continuing Education Programs

FOR SIGNATURE APPEARS BELOW
 FOR SIGNATURE APPEARS ABOVE

Linda E. Erickson, Registrar



UNIVERSITY OF FLORIDA

3261101305F0A

Office of the University Registrar 222 Criser Hall, Box 114000
Gainesville, FL 32611-4000 904-392-1374

STUDENT NAME: EDHARD WAYNE JENNINGS
SOCIAL SECURITY NUMBER:
DATE OF BIRTH:
GENDER: MALE
BASIS OF ADMISSION: TRANSFER
COLLEGE: AGRICULTURE
MAJOR: ANIMAL SCIENCE
RESIDENCY STATUS:
DATE PRINTED: MAY 12, 1995
TYPE OF CREDIT: SEMESTER HOURS
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DR W R BURNERHILL DIRECTOR
PERSONNEL AFFAIRS IFAS
PO BOX 110130
UNIVERSITY OF FLORIDA
GAINESVILLE FL
32611-0130

Barbara Edmudge
Barbara Edmudge
University Registrar



Inst. & Course Number	Course Title	Inst.	Term	Credit	Credit Earned	Credit by GPA	Inst. & Course Number	Course Title	Inst.	Term	Credit	Credit Earned	Credit by GPA
GRS VRS QUN ANL TOTAL													
830 500 510 1030													
UNIV. OF SOUTH FLORIDA 1975 FALL							HILLSBOROUGH CC 1980 SPRING						
AMH	AMERICAN HTY II			C	2.67	2.67	NAC 2114	TRIGONOMETRY			B	3.00	3.00
BSC	IND BIOLOGY III			D	2.67	2.67	EARNED HRS	3.00 GRADE PTS	9.00	HRS	CARRIED	3.00	
EARNED HRS	5.34 GRADE PTS	8.01	HRS	CARRIED	5.34		HILLSBOROUGH CC 1980 FALL						
HILLSBOROUGH CC 1978 SPRING							ECO 1013	PRIN OF ECON I			B	3.00	3.00
ANT	ANTHROPOLOGY			A	3.00	3.00	PHY 1053	GEN PHYSICS I			B	3.00	3.00
CHN	MODERN CHEM			B	3.00	3.00	PHY 1053 L	GEN PHY I LAB			B	1.00	1.00
CHN	I MODERN CHEM LAB			B	1.00	1.00	EARNED HRS	7.00 GRADE PTS	21.00	HRS	CARRIED	7.00	
EARNED HRS	7.00 GRADE PTS	24.00	HRS	CARRIED	7.00		HILLSBOROUGH CC 1981 WINTER						
HILLSBOROUGH CC 1978 SUMMER							BUL 1111	BUSINESS LAW			A	3.00	3.00
SOC	INT SOCIOLOGY			B	3.00	3.00	SPN 1101	ELEM SPANISH II			A	3.00	3.00
EARNED HRS	3.00 GRADE PTS	9.00	HRS	CARRIED	3.00		EARNED HRS	6.00 GRADE PTS	24.00	HRS	CARRIED	6.00	
CREDIT BY EXAM - GLEP 1978 FALL							HILLSBOROUGH CC 1981 SPRING						
AMH 0101	AMERICAN HISTORY			P	6.00	6.00	BSC 1010	BIO SCIENCE I			A	3.00	3.00
ENG 0101	FRESHMAN ENGLISH			2 P	6.00	6.00	BSC 1010 L	BIO SCI LAB I			A	1.00	1.00
EARNED HRS	12.00 GRADE PTS	0	HRS	CARRIED	.00		PEL 1441	L RACQUETBALL			A	1.00	1.00
HILLSBOROUGH CC 1978 FALL							EARNED HRS	5.00 GRADE PTS	20.00	HRS	CARRIED	5.00	
CHN 1005	GEN COL CHEM I			C	3.00	3.00	HILLSBOROUGH CC 1981 SUMMER						
CHN 1045 L	COLL CHEM LB I			B	1.00	1.00	BSC 1011	BIO SCI LAB II			A	1.00	1.00
EARNED HRS	4.00 GRADE PTS	9.00	HRS	CARRIED	4.00		BSC 1011	BIO SCIENCE II			A	3.00	3.00
HILLSBOROUGH CC 1979 WINTER							UNIVERSITY OF FLORIDA 3AG 1981 FALL						
CHN 1046	GEN COL CHEM II			C	3.00	3.00	AEB 3133	FARM FIRM MANAGEMENT			B+	3.00	3.00 3.00
CHN 1046 L	COLL CHEM LB II			C	1.00	1.00	AGR 3303	GENETICS			C	4.00	4.00 4.00
EARNED HRS	4.00 GRADE PTS	8.00	HRS	CARRIED	4.00		ASC 3003	C INTRO ANIMAL SCIENCE			A	4.00	4.00 4.00
HILLSBOROUGH CC 1979 SPRING							MAG 3312	FARM MACHINERY			A	3.00	3.00 3.00
SPN 1100	ELEM SPANISH I			B	3.00	3.00	EARNED HRS	14.00 GRADE PTS	46.50	HRS	CARRIED	14.00	
EARNED HRS	3.00 GRADE PTS	9.00	HRS	CARRIED	3.00		UNIVERSITY OF FLORIDA 3AG 1982 SPRING						
HILLSBOROUGH 1979 FALL							AEB 3103	PRINCIPLES OF FRE			B	4.00	4.00 4.00
APB 1150	BIOLOGY FOUND I			A	3.00	3.00	AEB 3133 L	FARM FIRM MANAGE LAB			B+	1.00	1.00 1.00
MAT 1033	INTRODT ALGEBRA			A	3.00	3.00	AGR 4231	FORAGE SCI & RANGE			A	4.00	4.00 4.00
EARNED HRS	6.00 GRADE PTS	24.00	HRS	CARRIED	6.00		ANS 3934	JUNIOR SEMINAR			B	1.00	1.00 1.00
HILLSBOROUGH CC 1980 WINTER							ASC 3313	PRINC ANIMAL BREEDING			B	3.00	3.00 3.00
NAC 2104	COLLEGE ALGEBRA			C	3.00	3.00	VES 3202	C ANAT & PHYS DOMES ANM			B+	4.00	4.00 4.00
EARNED HRS	3.00 GRADE PTS	6.00	HRS	CARRIED	3.00		EARNED HRS	17.00 GRADE PTS	57.50	HRS	CARRIED	17.00	
UNIVERSITY OF FLORIDA 4AG 1982 SUMMER							UNIVERSITY OF FLORIDA 4AG 1982 SUMMER						
MAY-AUGUST - 12 WEEKS							MAY-AUGUST - 12 WEEKS						
ASC 3402	C PRIN ANIM NUTRI/FEED			B+	4.00	4.00 4.00	ASC 3402	C PRIN ANIM NUTRI/FEED			B+	4.00	4.00 4.00
EARNED HRS	4.00 GRADE PTS	14.00	HRS	CARRIED	4.00		EARNED HRS	4.00 GRADE PTS	14.00	HRS	CARRIED	4.00	

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UNIVERSITY OF FLORIDA

Office of the University Registrar 222 Criser Hall, Box 114000
Gainesville, FL 32611-4000 904-392-1374

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326110130SFOA

STUDENT NAME: EDWARD WAYNE JENNINGS
SOCIAL SECURITY NUMBER:
DATE OF BIRTH:
GENDER: MALE
BASIS OF ADMISSION: TRANSFER
COLLEGE: AGRICULTURE
MAJOR: ANIMAL SCIENCE
RESIDENCY STATUS:
DATE PRINTED: MAY 12, 1995
TYPE OF CREDIT: SEMESTER HOURS
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Barbara Talbot
Barbara Talbot
University Registrar



Prefix & Course Number	Course Title	Type	Grade	Credit Earned	Credit for GPA	Prefix & Course Number	Course Title	Type	Grade	Credit Earned	Credit for GPA
UNIVERSITY OF FLORIDA 4AG 1982 FALL											
ANS 5612 C	EVAL & UTIL OF MEAT	A		4.00	4.00						
BCH 5023	ELEM ORG & BIOL CHEM	B		4.00	4.00						
SOS 8022 C	GENERAL SOILS	C+		4.00	4.00						
EARNED HRS 12.00 GRADE PTS 38.00				HRS CARRIED 12.00							
UNIVERSITY OF FLORIDA 4AG 1983 SPRING											
AGC 4608	AGRIC COMMUNICATIONS	A		3.00	3.00						
ASO 4992	LIVESTOCK JUDGING	A		1.00	1.00						
ENC 3213	TECH WRIT & BUS COM	B		3.00	3.00						
FOR 3095	INTRO TO FORESTRY	A		2.00	2.00						
HAG 3722	AGR WATER MANAGEMENT	A		3.00	3.00						
EARNED HRS 12.00 GRADE PTS 45.00				HRS CARRIED 12.00							
UNIVERSITY OF FLORIDA 4AG 1983 SUMMER											
MAY-JUNE - 6 WEEKS											
ANS 4264 C	SWINE PRODUCTION	A		2.00	2.00						
ASC 4334 C	REPROD FARM ANIMALS	A		3.00	3.00						
ASC 4931	SEMINAR	A		1.00	1.00						
EARNED HRS 6.00 GRADE PTS 24.00				HRS CARRIED 6.00							
UNIVERSITY OF FLORIDA 4AG 1983 SUMMER											
JUNE-AUGUST - 6 WEEKS											
PLS 2031	FUND OF CROP PROD	A		3.00	3.00						
EARNED HRS 3.00 GRADE PTS 12.00				HRS CARRIED 3.00							
UNIVERSITY OF FLORIDA 4AG 1983 FALL											
ANS 4292 C	BEEF CATTLE/RANGE MGT	A		4.00	4.00						
ASO 4992	LIVESTOCK JUDGING	A		1.00	1.00						
BCE 3020 C	BAS BIOL MICROORG	B		4.00	4.00						
VES 4105	ANIMAL DISEASES	A		2.00	2.00						
WIS 2040	HAN & WILDLIFE RESOU	B+		2.00	2.00						
AWARDED BACHELOR OF SCIENCE IN AGRICULTURE											
GRADUATED DEC 17 1983											
MAJOR ANIMAL SCIENCE											
WITH HONORS											
EARNED HRS 13.00 GRADE PTS 47.00				HRS CARRIED 13.00							
SUM TOTAL 145.00				OF CUM GP 284.00				OF CUM HC 81.00			
TRANSFER HRS ACCEPTED 64.00											
ACCEPT HRS DO NOT INCLUDE 8.34 HRS OVER 64 JC MAX											
END OF TRANSCRIPT.											

UNIVERSITY OF FLORIDA REGISTRATION DEPARTMENT

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Edward Jennings

Applicant address: 39236 Clinton Ave
Dade City, Florida
33525, United States

Applicant phone: 352 518-0156

Applicant cell: 352 206-9195

Applicant e-mail: edjennin@ufl.edu

Application: County Extension Director & Agriculture (Livestock/Pasture Management) Extension Agent IV

Applied via: Website

Source: Internet - UF Job Listing

Description: The University of Florida/IFAS and Levy County seek to fill a agriculture (livestock specialty) and natural resources extension agent (70%) and County Extension Director (30%) position.

Question & response

The following question is in reference to your current or previous employment status at the University of Florida and other state agencies.

Please select all of the following that apply to you

- I am currently employed by the University of Florida

Please provide details about current or previous employment at UF and/or other state agencies.

Extension Agent with IFAS County Operations

Have you ever received a pension or distribution / withdrawal from any State of Florida administered retirement plan (e.g. FRS Pension Plan, FRS Investment Plan, SUSORP or CCORP)? *If yes, please provide the date of your initial pension payment or distribution/withdrawal. You are still eligible to be considered for employment but may not be eligible to participate or renew membership in a State of Florida retirement plan if you are rehired by an FRS-covered employer. Please refer to <https://www.rlf.fr.s.state.fl.us/forms/reminder.pdf> for additional information.

No

Do you have a relative employed at the University of Florida? (Answer is used to comply with the University's policy on nepotism and does not provide preference in hiring.)

No

If you are male between the ages of 18 - 26, are you registered for selective service?

Not Applicable

Are you presently eligible to work in the United States?

Yes

Will you now or in the future require sponsorship for employment visa status (e.g., H-1B status)?

No

Cover Letter or Letter of Interest

Levy CED App Cover Letter.docx (135kb)

Curriculum Vitae or Resume

Resume 9-15.pdf (20kb)

Work Sample

No file uploaded

Other Document

No file uploaded

Question & response

List of References

Reference List.docx (12kb)

Letter of Recommendation 1

No file uploaded

Letter of Recommendation 2

No file uploaded

Letter of Recommendation 3

No file uploaded

CERTIFY

I authorize and release the University of Florida to verify all information submitted in support of my application for employment, including but not limited to my application and resume. I certify that the application and/or resume submitted are a complete and accurate description of my work experience, education, and background. I further certify that the answers to the above questions are true and complete to the best of my knowledge. I understand that any false statements or omissions made by me on this form, my application, my resume, or any supplementary or subsequently submitted materials may be grounds for disciplinary action, up to and including dismissal, as well as disqualification from any further employment opportunities at the University of Florida or its affiliated organizations. I agree to promptly disclose any criminal actions that may occur AFTER completing this application and while employed at the University of Florida. I further understand and agree that failure to completely disclose this information in the future to my supervisor and the Office of Human Resource Services, within (5) days of the action is just cause for my immediate dismissal from any employment at the University of Florida and removal from active consideration as an applicant for any position. I understand that upon the acceptance of a job offer for a TEAM'S or USPS position I am not eligible to apply for other positions outside the department I am now employed with for a period of six (6) months. I also understand that should I voluntarily resign in good standing from my position that I will not be eligible to reapply with the University for 180 days. I understand that The Office of Human Resource Services collects social security numbers in compliance with federal and state laws for employment verification and certain benefits providers. For information, please visit the Social Security Number Privacy website.

BY SIGNING BELOW, I certify that I have read and agree with these statements.

Please type in your initials; Your initials will be used as your digital signature.

EWJ

Levy County Board of County Commissioners

Agenda Item Summary

1. NAME/ORGANIZATION/TELEPHONE:

WILBUR DEAN, ASSISTANT TO THE COUNTY COORDINATOR

2. MEETING DATE:

10/18/2016

3. REQUESTED MOTION/ACTION:

Approval of Resolution 2016-067 supporting the designation of the Suwannee River in Levy County, Florida.

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 to waive tipping fees for City of Fanning Springs cleanup day October 22, 2016.

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

2016-067

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 18th day of October, 2016.

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

John Meeks, Chairman

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

October 18, 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

Levy County Board of County Commissioners

1. DEPARTMENT MAKING REQUEST/NAME/EXTENSION:

Benny Jerrels, Director, Solid Waste Department

2. MEETING DATE:

October 18, 2016

3. REQUESTED MOTION/ACTION: Approve Resolution 2016-050, authorizing Chair to sign application for "Consolidated Small County Solid Waste Management Grant" and appointing the Director of Solid Waste as authorized representative under the grant. Requires vote.

4. AGENDA

Presentation
time requested

(Request will be granted if possible)

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

Budget Action: None Required

Financial Impact Summary Statement: This grant will provide \$90,909.00 grant dollars for the operation of our county landfill.

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 Grant has been applied for and received in the past. This year's grant will be in the amount of **\$90,909.00**. This amount is the same as last fiscal year.

We would also request that the Board approve Resolution 2016-050, authorizing the Chair to sign the application and appointing the Director of Solid Waste Department, Benny Jerrels, as authorized representative under the grant to apply for and sign quarterly reimbursement documents until further notice from the Board.

We will present the request for the Board to approve a Resolution, authorizing the Chair to sign the application and appointing the Director of Solid Waste Department, Benny Jerrels, as authorized representative under the grant to apply for and sign quarterly reimbursement documents until further notice from the Board.

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 <u>X</u> NO ___	YES ___ NO ___	YES ___ NO ___	YES ___ NO ___	YES <u>X</u> NO ___	YES <u>X</u> NO ___
					

7. COMMISSION ACTION:

___ APPROVED

___ DENIED

___ DEFERRED DATE TO BRING BACK:

___ OTHER SPECIFY:

RESOLUTION

NUMBER 2016-050

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF LEVY COUNTY, FLORIDA, APPROVING THE 2016-2017 SMALL COUNTY SOLID WASTE GRANT APPLICATION WITH THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION; APPOINTING THE CHAIR OF THE BOARD AS AUTHORIZED REPRESENTATIVE UNDER THE GRANT; APPOINTING THE DIRECTOR OF THE SOLID WASTE DEPARTMENT AS GRANT MANAGER.

RECITALS

WHEREAS, pursuant to Section 403.7095, Florida Statutes, the State of Florida, through its Department of Environmental Protection ("DEP") administers a grant program for solid waste management programs of local governments and nonprofit organizations (the "Consolidated Small County Solid Waste Management Grant Program" or "the Grant Program"); and

WHEREAS, the Board of County Commissioners of Levy County ("the Board") has the authority to operate its solid waste management program and qualifies for an award of a grant from the 2016-2017 Consolidated Small County Solid Waste Management Grant Program; and

WHEREAS, the County desires to approve its application for the Consolidated Small County Solid Waste Management Grant for the 2016-2017 fiscal year, to enter into an agreement under the Grant Program, and to provide for appointment of an authorized representative under such Grant Program;

NOW THEREFORE, BE IT RESOLVED by the Board of County Commissioners, of Levy County, Florida that:

1. The Board hereby authorizes the submission of the Application for Consolidated Small County Solid Waste Management Grant for 2016-2017 ("the

Application”), and designates the Chair as Authorized Representative for purposes of signing the Application and any agreement required as a result of an award under the Grant Program.

2. The Board hereby appoints the Director of the County Solid Waste Management Department, or his/her designee, as Grant Manager for the Application, who shall be authorized to sign or submit reimbursement requests, reports, assurances, warranties, certifications and any other documents that may be required in connection with the Grant Program.

PASSED AND DULY ADOPTED this 18th day of October, 2016.

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

John Meeks, Chairman

ATTEST:
Danny J. Shipp, Clerk of the Circuit
Court and Ex Officio Clerk to the
Board of County Commissioners

Danny J. Shipp, Clerk

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:


Anne Bast Brown, County Attorney

z:\res\small county.authorize.solidwaste.16-17(1).grant
LR2016-086



DEP Form #: 62-716.900(2) F.A.C.
 Form Title: Small County Consolidated
 Solid Waste Management
 Grant Application
 Effective Date: December 17, 2013
 Incorporated in Rule: 62-716.500(2), F.A.C.

Florida Department of Environmental Protection

Bob Martinez Center
 2600 Blair Stone Road
 Tallahassee, FL 32399-2400

Small County Consolidated Solid Waste Management Grant Application

1. Name of County Levy County Board of County Commissioners

C/O Levy County Solid Waste Department

2. Address of County P. O. Box 1734

Bronson, FL 32621

3. Federal Employer Identification Number 59-60000717

4. Name and Title of Contact Person (person handling program on a daily basis)

Name Benny Jerrels Title Director

5. Address of Contact Person Same as above

6. Telephone Number of Contact Person (352) 486-3300

7. Population of County 41,432

8. Purpose for which grant money is requested (indicate by checkmarks) per Rule 62-716.510(1)

- | | |
|---|---|
| <input type="checkbox"/> a. Purchasing or repairing solid waste scales | <input type="checkbox"/> e. Maintenance of solid waste facilities |
| <input checked="" type="checkbox"/> b. Annual solid waste management program operating costs (may include waste tire and litter control and prevention) | <input type="checkbox"/> f. Education for employees or public |
| <input type="checkbox"/> c. Planning | <input type="checkbox"/> g. Recycling demonstration projects |
| <input type="checkbox"/> d. Construction of solid waste facilities | |

9. Purpose for which grant money is requested detail. Please complete the two attached forms: (1) DEP - Attachment "A" Grant Work Plan; and (2) DEP Budget-Cost Analysis.

10. Name and Title of Authorized Representative

Name John Meeks

Title Chairman

11. This application is due by July 1, of each year.

12. E-Mail Address of Contact person solidwaste@levycounty.org

13. My Florida Market Place Registered Vendor Address (this address should be registered with My Florida Market Place and is the address your County wants the Reimbursement Request amount, e.g. State Warrant, sent to)

13A. Name of County (as it appears in M.F.M.P.) Levy County

13B. Address of County (as it appears in M.F.M.P.) P.O. BOX 1734 Bronson, FL 32621

14. County Self-Insured for Liability Insurance, appropriate and allowable under Florida Law?

• YES X

• NO _____
If your county is self-insured, we must have a written statement from your Chief Financial Officer stating this. (Please Attach).

I CERTIFY that I am familiar with the information contained in this application, and that to the best of my knowledge and belief such information is true, complete and accurate. I further certify that I possess the authority to apply for this grant on behalf of this county.

Signature of Authorized Representative

Date

APPROVED AS TO FORM AND LEGAL
SUFFICIENCY Anne Bast Brown

Anne Bast Brown, County Attorney

NOTE: This form may be submitted electronically to waste.grants@dep.state.fl.us or by mail to Financial Management and Procurement, MS 4500, Division of Waste Management, Department of Environmental Protection, 2600 Blair Stone Road, Tallahassee, Florida 32399-2400.

ATTACHMENT A GRANT WORK PLAN

PROJECT TITLE: Levy County Small County Consolidated Solid Waste Management Grant

PROJECT AUTHORITY: Levy County (Grantee) received funding from the Florida Legislature in the amount of \$90,909.00, through Specific Appropriation Line Item No. 1674, Solid Waste Management Trust Fund, Fiscal Year (FY) 2016- 2017, General Appropriations Act. The Grantee meets the threshold for a small county (population under 100,000) and received this funding under the Small County Consolidated Grants program for the purpose of subsidizing its solid waste management program costs. Authority for this Project is specified in Section 403.7095 Florida Statutes, and Chapter 62-716, Florida Administrative Code. Monitoring and auditing guidelines, as related to the Florida Single Audit Act, are specified in the Florida Catalog of State Financial Assistance (CSFA), No. 37.012.

PROJECT LOCATION: Levy County Solid Waste Landfill. The location address is 12051 NE 69th Lane Williston, FL 32696. The household solid waste will be collected from the Levy County Landfill and then transported and disposed of in the New River Solid Waste Association In Union County.

PROJECT BACKGROUND The Levy County Landfill is an integrated solid waste management system located in Levy County, Florida, and operates disposal facilities for Class I solid wastes, as well as recycling sites through the county region. Funds provided through this Agreement allow the Grantee to pay the tipping fees associated with solid waste disposal at the Landfill. The Grantee needs this funding to purchase two new 2017 Chevy Silverado 1500 Crew Cab Trucks to be utilized on the Landfill and Recycling facility to replace two aged current vehicles, purchasing a used 826 Catapillar Compactor to be utilized in the Class III location of the Landfill facility, Repair and Replacing the flooring in Travis Transfer Trailer for hauling garbage to New River Landfill, in addition to the remaining funding being utilized for fuel cost for vehicles and equipment. The Grantee needs this funding to help offset the cost for disposal because of its small population and limited funding resources.

PROJECT DESCRIPTION: Household solid waste will be picked up by Grantee employees using Grantee equipment and taken to the New River Landfill for appropriate disposal. **Project 1:** Purchase two new trucks utilized for use at the Landfill and Recycling facility. The cost for the new trucks will be approximately \$59,438.00. The two trucks to be purchased utilizing the "FLORIDA SHERIFFS ASSOCIATION , FLORIDA ASSOCIATION OF COUNTIES & FLORIDA FIRE CHIEF'S ASSOCIATION" current state contract. **Project 2:** Purchase a used Catapillar Compactor for use in Class III at a cost of \$14,000. **Project 3:** Repair and Replace the flooring in Travis Transfer Trailer at a cost of \$13,300.00. **Project 4:** Fuel utilized for Landfill vehicles and equipment.

TASKS and DELIVERABLES:

Task #1: Purchase two 2017 Chevy Trucks

Task Description: Purchase two trucks for utilization at the Landfill and Recycling facility.

Deliverables: Ability to maintain and operate the Transfer Station and Recycling facility and grounds. Provide Invoice and copy of county check for proof of payment.

Performance Standard: The Department's Grant Manager will review the deliverable to verify that it meets the specifications in the Grant Work Plan and this task description. Upon review and written acceptance by the Department's Grant Manager of all deliverables under this task, the Grantee may proceed with payment request submittal.

Task #2: Purchase a Used 826 Catapillar Compactor

Task Description: Purchase a used Catapillar Compactor for utilization at the Landfill and Class III facility.

Deliverables: Ability to maintain and operate the Class III facility and grounds. Provide Invoice and copy of county check for proof of payment.

Performance Standard: The Department's Grant Manager will review the deliverables to verify that they meet the specifications in the Grant Work Plan and this task description. Upon review and written acceptance by the

[Type here]

Department's Grant Manager of all deliverables under this task the Grantee may proceed with payment request submittal.

Task #3: Repair and Replace Flooring in Travis Transfer Trailer

Task Description: Repair and Replace the flooring in Travis Transfer Trailer for hauling garbage to New River Landfill.

Deliverable: Ability to maintain and operate the Transfer Station by continuing to properly and safely haul garbage to New River Landfill. Provide Invoice and copy of county check for proof of payment.

Performance Standard: The Department's Grant Manager will review each deliverable to verify that it meets the specifications in the Grant Work Plan and this task description. Upon review and written acceptance by the Department's Grant Manager of required deliverable(s) under this task, the Grantee may proceed with payment request submittal.

Task #4: Purchase Fuel

Task Description: Fuel utilized for Landfill vehicles and equipment.

Deliverable: Ability to operate equipment and vehicles in the operation of solid waste activities in Levy County. Provide invoice and copy of county check for proof of payment.

Performance Standard: The Department's Grant Manager will review each deliverable to verify that it meets the specifications in the Grant Work Plan and this task description. Upon review and written acceptance by the Department's Grant Manager of all deliverables under this task the Grantee may proceed with payment request submittal.

Task No.	Task Title	Task Start Date	Task End Date	Deliverable Due Date/ Frequency
1	Two 2017 Chevy Trucks	10/1/2016	9/30/2017	Upon Delivery
2	Used Catapillar Compactor	10/1/2016	9/30/2017	Upon Delivery
3	Repair/Replace Flooring in Travis Trailer	10/1/2016	9/30/2017	Upon Deliver
4	Fuel Cost	10/1/2016	9/30/2017	Upon Delivery

BUDGET DETAIL BY TASK:

Task No.	Budget Category	Budget Amount
1	Contractual Services	\$
	Supplies/Other Expenses	\$
	Equipment	\$59,438.00
	Land	\$
	Total for Task:	\$
2	Contractual Services	\$
	Supplies/Other Expenses	\$
	Equipment	\$14,000.00
	Land	\$

	Total for Task	\$
3	Contractual Services	\$
	Supplies/Other Expenses	\$13,300.00
	Equipment	\$
	Land	\$
	Total for Task	\$
4	Contractual Services	\$
	Supplies/Other Expenses	\$4,171.00
	Equipment	\$
	Land	\$
	Total for Task	\$90,909.00

PROJECT BUDGET SUMMARY: Cost reimbursable grant funding must not exceed the category totals for the project as indicated below.

Category Totals	Grant Funding, Not to Exceed, \$
Contractual Services Total	\$
Supplies/Other Expenses Total	\$17,471.00
Equipment Total	\$73,438.00
Land Total	\$
Total:	\$90,909.00

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 19, 2016

Department of Environmental Protection
2600 Blair Stone Road
Tallahassee, Florida 32399

To whom it may concern:

According to Public Risk Management Florida we are self insured for liability insurance, and such self-insurance offers protection applicable to offices, employees and agents while acting within the scope of their employment.

Sincerely,

A handwritten signature in black ink that reads "Fred Moody".

Fred Moody
County Coordinator

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

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

1. DEPARTMENT MAKING REQUEST/NAME/EXTENSION: SHIP

2. MEETING DATE:
October 18, 2016

3. REQUESTED MOTION/ACTION:

A motion to approve the Subordination Agreement for Edgardo and Luz Manalastas SHIP Purchase Assistance Case PA #417

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

FUNDING SOURCE:

ACCOUNT NUMBER:

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

REFINANCED LOAN MEETS THE COUNTY SUBORDINATION REQUIREMENTS:

1. NO CASH PAYMENT TO BORROWER
2. LOWER INTEREST RATE AND PAYMENTS (PRINCIPAL AND INTEREST)

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			
				DHE 10-11-16	

7. COMMISSION ACTION:

APPROVED

DENIED

DEFERRED DATE TO BRING BACK:

OTHER SPECIFY:

Exhibit A

All of Lots 1 and 2 and the Easterly 1/2 (25 feet) of Lot 3, Block B, FRUITLAND HEIGHTS, according to the plat thereof recorded in Plat Book 3, Page 13, Public Records of Levy County, Florida.

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

1. DEPARTMENT MAKING REQUEST/NAME/EXTENSION: SHIP

2. MEETING DATE:
October 18, 2016

3. REQUESTED MOTION/ACTION:

A motion to approve Deferred Payment Loan Agreement Saretta Appling- PA #538 for an existing unit in Williston, FL 32696
Ingenious

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 Saretta Appling- PA #538 in the amount of **\$10,200.00** for an existing unit in Williston, FL 32696 property address 215 SE 9th Avenue, Williston, Florida 32696.

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			
				ADD 10-4-16	

7. COMMISSION ACTION:

APPROVED

DENIED

DEFERRED DATE TO BRING BACK:

OTHER SPECIFY:

- 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 1/120th 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

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.

Owner

Witness Print Name: _____

Witness Print Name: _____

Owner

Witness Print Name: _____

Witness Print Name: _____

STATE OF FLORIDA
COUNTY OF LEVY

Before me, the undersigned authority, this ____ day of _____, 20 ____, personally appeared _____ who acknowledge(s) before me that _____ (he/she/they) freely and voluntarily executed this Agreement for the purposes therein expressed.

Signature of Notary Public
(STAMP)

Personally known _____ or Produced I.D. _____
Type of identification produced _____

Attest:

BOARD OF COUNTY COMMISSIONERS
OF LEVY COUNTY, FLORIDA

Danny J. Shipp, Clerk of Court

JAN WELLS, Chairman

Approved as to form and legal sufficiency:

Anne Bast Brown
Anne Bast Brown, County Attorney

*Levy County Board of County Commissioners
Agenda Item Summary*

1. DEPARTMENT MAKING REQUEST/NAME/EXTENSION:
PLANNING

2. MEETING DATE:
10/13/16

3. **REQUESTED MOTION/ACTION: BOARD APPROVE MOTION TO APPOINT MR. VAUGHN LEE AS ALTERNATE PLANNING COMMISSIONER FOR THE LEVY COUNTY PLANNING COMMISSION, THE COUNTY'S LOCAL PLANNING AGENCY (LPA).**

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

BUDGET ACTION: N/A

FINANCIAL IMPACT SUMMARY STATEMENT:

DETAILED ANALYSIS ATTACHED?: Yes__ No_ X BUDGET OFFICER APPROVAL__ DATE

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

Florida statute 163.3174 states that the local planning agency shall have the general responsibility for the conduct of the comprehensive planning program. The Levy County Land Development Code **Sec. 50-52 Membership; term of office**, states *the planning commission shall consist of five regular voting members and up to four alternates which alternates shall be voting members when they serve at a planning commission meeting in the absence of a regular member* ; . At this time there is only one Alternate member, Mr. Robert Lowyns.

Mr. Vaughn Lee, past regular member of the Planning Commission, has expressed his interest to remain on the Planning Commission in the capacity as an **Alternate** Member, hence, the request to appoint Mr. Lee as an Alternate member of the Levy County Planning Commission.

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_ <u>X</u> _ NO	YES__ NO	YES__ NO	YES__ NO	YES__ NO	YES__ NO

7. **COMMISSION ACTION:**

APPROVED

DENIED

DEFERRED DATE TO BRING BACK:

OTHER SPECIFY:

Levy County Board of County Commissioners

Agenda Item Summary

1. NAME/ORGANIZATION/TELEPHONE

EMERGENCY MANAGEMENT, JOHN MACDONALD, 5213

2. MEETING DATE:

October 18, 2016

3. REQUESTED MOTION/ACTION:

Request approval to ratify Emergency Declaration 2016-069.

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 to ratify Emergency Declaration 2016-069.

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:

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

EMERGENCY DECLARATION 2016-069

WHEREAS, Levy County has potential to suffer impacts from the severe flooding, rain, storm surge and wind from Hurricane Matthew; 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

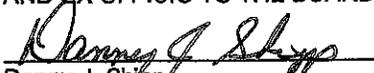
NOW THEREFORE, BE IT THEREFORE RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF LEVY COUNTY:

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

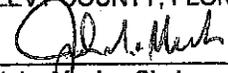
As provided in Chapter 252, Florida Statutes, all normal formalities related to procurement, hours of employment of County employees, notice provisions and other procedures usually followed or required by law are hereby waived.

ENACTED this 6 day of October, 2016 at 10:00 A m. and ratified the 18th day of October, 2016.

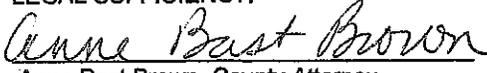
ATTEST:
CLERK OF THE CIRCUIT COURT
AND EX OFFICIO TO THE BOARD


Danny J. Shipp

BOARD OF COUNTY COMMISSIONERS
LEVY COUNTY, FLORIDA


John Meeks, Chairman

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:


Anne Bast Brown, County Attorney

z:\res\emergencydeclaration-matthew-hurricane

P.O. Box 310 Bronson Florida 32621
Telephone (352) 486-5218 Fax (352) 486-5167
e-mail: levybocc@circuit8.org Website: Levycounty.org

*Levy County Board of County Commissioners
Agenda Item Summary*

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

2. MEETING DATE:
October 18, 2016

3. REQUESTED MOTION/ACTION

A) APPROVAL OF EMERGENCY DECLARATION 2016-068 TO RESCIND ALL HURRICANE HERMINE EMERGENCY DECLARATIONS.

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)

COUNTY RECEIVED FEDERAL DECLARATION FOR HURRICANE HERMINE AND NO LONGER NEEDS DECLARATION.

DEPARTMENT DIRECTOR	OTHER	OTHER	OTHER	COUNTY ATTORNEY	COUNTY COORDINATOR
YES <input checked="" type="checkbox"/> NO	YES ___ NO	YES ___ NO	YES ___ NO	YES <input checked="" type="checkbox"/> NO	YES ___ NO

7. COMMISSION ACTION:

APPROVED

DENIED

DEFERRED DATE TO BRING BACK:

OTHER SPECIFY:

**EMERGENCY DECLARATION
2016-068**

WHEREAS, the Levy County Board of County Commissioners has approved or ratified Emergency Declaration Numbers 2016-056, 2016-057, 2016-060, 2016-064 and 2016-066 declaring a local state of emergency based upon conditions surrounding Hurricane Hermine; and

WHEREAS, conditions surrounding Hurricane Hermine no longer pose a threat to Levy County; and

WHEREAS, the Emergency Management Department has recommended that the emergency declaration may now be rescinded; and

WHEREAS, the Chair of the Board of County Commissioners has determined that the threat of damage which gave rise to the adoption of the above-mentioned emergency declarations no longer exists.

NOW, THEREFORE, it is hereby ordered that:

Emergency Declaration Numbers 2016-056, 2016-057, 2016-060, 2016-064 and 2016-066 establishing and extending a local state of emergency are hereby terminated and shall have no further effect.

DONE AND ORDERED this 18th day of October, 2016.

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

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

John Meeks, Chairman

Danny J. Shipp, Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

Anne Bast Brown

Anne Bast Brown, County Attorney

*Levy County Board of County Commissioners
Agenda Item Summary*

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

2. **MEETING DATE:**
October 18, 2016

3. **REQUESTED MOTION/ACTION**

- A) APPROVE HURRICANE MATTHEW LOCAL STATE OF EMERGENCY DECLARATION 2016-070 TO RESCIND HURRICANE MATTHEW LOCAL STATE OF EMERGENCY DECLARATION 2016-069.

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)

COUNTY RECEIVED NO REPORTED DAMAGE FROM HURRICANE MATTHEW AND NO LONGER NEEDS DECLARATION.

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:

**EMERGENCY DECLARATION
2016-070**

WHEREAS, the Levy County Board of County Commissioners has approved or ratified Emergency Declaration Number 2016-069 declaring a local state of emergency based upon conditions surrounding Hurricane Matthew; and

WHEREAS, conditions surrounding Hurricane Matthew no longer pose a threat to Levy County; and

WHEREAS, the Emergency Management Department has recommended that the emergency declaration may now be rescinded; and

WHEREAS, the Chair of the Board of County Commissioners has determined that the threat of damage which gave rise to the adoption of the above-mentioned emergency declarations no longer exists.

NOW, THEREFORE, it is hereby ordered that:

Emergency Declaration Number 2016-069 establishing a local state of emergency is hereby terminated and shall have no further effect.

DONE AND ORDERED this 18th day of October, 2016.

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

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

John Meeks, Chairman

Danny J. Shipp, Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

Anne Bast Brown

Anne Bast Brown, County Attorney

Levy County Board of County Commissioners
Agenda Item Summary

1. DEPARTMENT MAKING REQUEST/NAME/EXTENSION:

DEPARTMENT OF PUBLIC SAFETY

2. MEETING DATE:

October 18, 2016

3. REQUESTED MOTION/ACTION:

Department of Public Safety is requesting approval from the Board and the Chairman's signature on the Levy County Department of Public Safety (EMS) Certificate of Public Convenience and Necessity (COPCN)

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

N/A

DETAILED ANALYSIS ATTACHED?: Yes ___ No ___ BUDGET OFFICER APPROVAL _____ DATE: _____

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

Department of Public Safety is requesting approval from the Board and the Chairman's signature on the Levy County Department of Public Safety (EMS) Certificate of Public Convenience and Necessity (COPCN)

This certificate is necessary for renewal of the County advanced life support (ALS) license renewal and to continue operating as an ALS provider.

DEPARTMENT DIRECTOR	BOCC CHAIR	OTHER	OTHER	COUNTY ATTORNEY	COUNTY COORDINATOR
YES <input checked="" type="checkbox"/> NO	YES ___ NO	YES ___ NO	YES ___ NO	YES <input checked="" type="checkbox"/> NO	YES ___ NO

7. COMMISSION ACTION:

APPROVED

DENIED

DEFERRED DATE TO BRING BACK:

OTHER SPECIFY:

EMERGENCY MEDICAL SERVICES

Certificate of Public Convenience and Necessity

WHEREAS, Levy County on behalf of its Levy County Department of Public Safety a/k/a EMS Department has requested authorization to provide **Basic Life Support and Advanced Life Support** services to the citizens of Levy County; and

WHEREAS, there has been demonstrated there is a need to provide these essential services to the citizens of this county; and

WHEREAS, the above named service affirms that it will maintain compliance with the requirements of the Emergency Medical Services Act (Chapter 401, Florida Statutes) and rules (Chapters 64J-1 and 64J-2, Florida Administrative Code).

THEREFORE, the Board of County Commissioners Levy County has hereby issued a Certificate of Public Convenience and Necessity to said service to provide **Basic Life Support and Advanced Life Support** services with limitations as prescribed on this certificate.

IN ISSUING this certificate, the governing body of Levy County has considered any recommendations it has received from affected municipalities.

Effective Date: November 7, 2016

Date Issued: October 18, 2016

Limitations: None

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

Danny J. Shipp, Clerk

Date of expiration: November 7, 2018
(Unless certificate is sooner revoked or suspended)

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

John Meeks, Chairman

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

Anne Bast Brown

Anne Bast Brown, County Attorney

Levy County Board of County Commissioners

Agenda Item Summary

1. **NAME/ORGANIZATION/TELEPHONE:**

DARIN REMINGTON, DIRECTOR OF IT

2. **MEETING DATE:**

10/18/2016

3. **REQUESTED MOTION/ACTION:**

Discuss County internet proposal.

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)**

Discuss County internet proposal.

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:

DEPARTMENT NAME

DEPT ADDRESS

Levy County Board of County Commissioners
Nature Coast Business Development Council
Solid Waste
Emergency Medical Services
Supervisor of Elections Tammy Jones
Levy County Road Department
Levy County Development Department
County Extension Director/4-H Albert Fuller
Levy County Public Library System
Levy County Transit

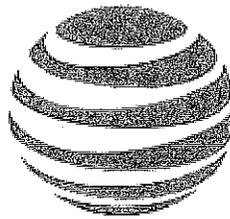
355 S. Court Street
109 NW 3rd Avenue
12051 NE 69th Lane
1251 NE CR343
421 S. Court Street
620 N. Hathaway Ave.
622 E. Hathaway Ave.
625 N. Hathaway Ave.
7871 NE 90 Street
970 E. Hathaway Ave.

****Term: 36 mo**



<u>City</u>	<u>State</u>	<u>Zip</u>	<u>PHONE</u>	<u>Port Conn</u>	<u>Port CIR</u>	<u>Port</u>	<u>CIR</u>
Bronson	FL	32621	(352) 486-5218	1G	100M	\$167.00	\$300.00
Cheifland	FL	32626	(352) 493-6797	100M	10M	\$205.00	\$167.00
Bronson	FL	32621	(352) 486-3300	100M	10M	\$205.00	\$167.00
Bronson	FL	32621	(352) 486-5209	1G	100M	\$167.00	\$300.00
Bronson	FL	32621	(352) 486-5163	100M	10M	\$205.00	\$167.00
Bronson	FL	32621	(352) 486-5124	100M	10M	\$205.00	\$167.00
Bronson	FL	32621	(352) 486-5198	100M	10M	\$205.00	\$167.00
Bronson	FL	32621	(352) 486-5131	100M	10M	\$205.00	\$167.00
Bronson	FL	32621	(352) 486-5552	100M	10M	\$205.00	\$167.00
Bronson	FL	32621	(352) 486-3485	100M	10M	\$205.00	\$167.00

MOBILIZING
YOUR
WORLDSM



<u>Total</u>	NRC
\$467.00 **Host: Qualified	\$ -
\$372.00 <i>Remote: Qualified - No Special Construction</i>	\$ -
\$372.00 Remote: Qualified but with Special Construction	\$ 9,075.00
\$467.00 <i>Remote: Qualified - No Special Construction</i>	\$ -
\$372.00 <i>Remote: Qualified - No Special Construction</i>	\$ -
\$372.00 <i>Remote: Qualified - No Special Construction</i>	\$ -
\$372.00 <i>Remote: Qualified - No Special Construction</i>	\$ -
\$372.00 <i>Remote: Qualified - No Special Construction</i>	\$ -
\$372.00 <i>Remote: Qualified - No Special Construction</i>	\$ -
\$372.00 <i>Remote: Qualified - No Special Construction</i>	\$ -
\$3,910.00	\$ 9,075.00



Sales Contact Information
DILBERT; DAPHNE
813-504-0731
dilbert@att.com

eSign Fax Cover Sheet Contract Id: 4886460

To: AT&T Automated Fax Handling Service

From:

Fax: 877-374-4632 or 877-eSignFax

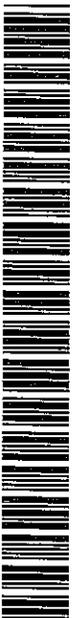
Total Pages: 8
(Excluding Fax Cover Sheet)

Or with Copiers / Scanners w/ email, Send To: esign@att.com

To sign via fax:

1. Sign, Title and Date the document where applicable,
2. Fax back documents in the following order:
 - I. eSign Fax Cover Sheet for Contract Id: 4886460
 - II. All Pages stamped with Contract Id: 4886460
3. If there are additional documents, use the corresponding eSign Fax Cover Sheet(s) as separator(s) and Fax back as in 2.I and 2.II.

(see Picture below)



Request Id: 1294020
Contract Id: 4886460



MASTER AGREEMENT

Customer	AT&T
LEVY COUNTY GOVERNMENT Street Address: 355 S COURT ST City: Bronson State/Province : FL Zip Code: 32621 Country: United States	AT&T Corp.
Customer Contact (for notices)	AT&T Contact (for notices)
Name: Darin Remington Title: Street Address: 355 S COURT ST City: Bronson State/Province: FL Zip Code: 32621 Country: United States Telephone: +3524934484. Fax: Email: dremington@levyclerk.com	Street Address: 3405 W DR MARTIN LUTHER KING J 257B City: TAMPA State/Province: FL Zip Code: 33607 Country: United States With a copy to: AT&T Corp. One AT&T Way Bedminster, NJ 07921-0752 ATTN: Master Agreement Support Team Email: mast@att.com

This Master Agreement ("Master Agreement"), between the customer named above ("Customer") and the AT&T entity named above ("AT&T"), is effective when signed by both Customer and AT&T

Customer (by its authorized representative)	AT&T (by its authorized representative)
By:	By:
Name:	Name:
Title:	Title:
Date:	Date:

MASTER AGREEMENT

1. INTRODUCTION

1.1 **Overview of Documents.** This Master Agreement and the following additional documents (collectively, the "Agreement") shall apply to all products and services AT&T provides Customer pursuant to this Agreement ("Services") and shall continue in effect so long as Services are provided under this Agreement:

- (a) **Pricing Schedules.** A "Pricing Schedule" means a pricing schedule (including related attachments) or other document that is attached to or is later executed by the parties and references this Master Agreement. A Pricing Schedule includes the Services, the pricing (including discounts and commitments, if applicable) and the pricing schedule term ("Pricing Schedule Term").
- (b) **Tariffs and Guidebooks.** "Tariffs" are documents containing the descriptions, pricing and other terms and conditions for a Service that AT&T or its Affiliates file with regulatory authorities. "Guidebooks" are documents (designated as Guidebooks or Price Lists) containing the descriptions, pricing and other terms and conditions for a Service that were but no longer are filed with regulatory authorities. Tariffs and Guidebooks can be found at att.com/servicepublications or other locations AT&T may designate.
- (c) **Acceptable Use Policy.** AT&T's Acceptable Use Policy ("AUP") applies to (i) Services provided over or accessing the Internet and (ii) wireless (i.e., cellular) data and messaging Services. The AUP can be found at att.com/aup or other locations AT&T may designate.
- (d) **Service Guides.** The descriptions, pricing and other terms and conditions for a Service not covered by a Tariff or Guidebook may be contained in a Service Guide, which can be found at att.com/servicepublications or other locations AT&T may designate.

1.2 **Priority of Documents.** The order of priority of the documents that form this Agreement is: the applicable Pricing Schedule or Order; this Master Agreement; the AUP; and Tariffs, Guidebooks and Service Guides; provided that Tariffs will be first in priority in any jurisdiction where applicable law or regulation does not permit contract terms to take precedence over inconsistent Tariff terms.

1.3 **Revisions to Documents.** Subject to Section 8.2(b) (Materially Adverse Impact), AT&T may revise Service Publications at any time.

1.4 **Execution by Affiliates.** An AT&T Affiliate or Customer Affiliate may sign a Pricing Schedule in its own name, and such Affiliate contract will be a separate but associated contract incorporating the terms of this Agreement. Customer and AT&T will cause their respective Affiliates to comply with any such separate and associated contract.

2. AT&T DELIVERABLES

2.1 **Services.** AT&T will either provide or arrange to have an AT&T Affiliate provide Services to Customer and its Users, subject to the availability and operational limitations of systems, facilities and equipment. Where required, an AT&T Affiliate authorized by the appropriate regulatory authority will be the service provider. If an applicable Service Publication expressly permits placement of an order for a Service under this Master Agreement without the execution of a Pricing Schedule, Customer may place such an order using AT&T's standard ordering processes (an "Order"), and upon acceptance by AT&T, the Order shall otherwise be deemed a Pricing Schedule under this Master Agreement for the Service ordered.

2.2 **AT&T Equipment.** Services may be provided using equipment owned by AT&T that is located at the Site ("AT&T Equipment"), but title to the AT&T Equipment will remain with AT&T. Customer must provide adequate space and electric power for the AT&T Equipment and keep the AT&T Equipment physically secure and free from liens and encumbrances. Customer will bear the risk of loss or damage to the AT&T Equipment (other than ordinary wear and tear), except to the extent caused by AT&T or its agents.

2.3 **Purchased Equipment.** Except as specified in a Service Publication, title to and risk of loss of Purchased Equipment shall pass to Customer on delivery to the transport carrier for shipment to Customer's designated location.

2.4 **License and Other Terms.** Software, Purchased Equipment and Third-Party Services may be provided subject to the terms of a separate license or other agreement between Customer and either the licensor, the third-party service provider or the manufacturer. Customer's execution of the Pricing Schedule for or placement of an Order for Software, Purchased Equipment or Third-Party Services is Customer's agreement to comply with such separate agreement. Unless a Service Publication specifies otherwise, AT&T's sole responsibility with respect to Third-Party Services is to place Customer's orders for Third-Party Services, except that AT&T may invoice and collect payment from Customer for the Third-Party Services.

3. CUSTOMER'S COOPERATION

3.1 **Access Right.** Customer will in a timely manner allow AT&T access as reasonably required for the Services to property and equipment that Customer controls and will obtain at Customer's expense timely access for AT&T as reasonably required for the Services to property controlled by third parties such as Customer's landlord. AT&T will coordinate with and, except in an emergency, obtain Customer's consent to enter upon Customer's property and premises, which consent shall not be unreasonably withheld. Access rights mean the right to construct, install, repair, maintain, replace and remove access lines and network facilities and the right to use ancillary equipment space within a building for Customer's connection to AT&T's network. Customer must provide AT&T timely information and access to Customer's facilities and equipment as AT&T reasonably requires for the Services, subject to Customer's reasonable security policies. Customer will furnish any conduit, holes, wireways, wiring, plans, equipment, space, power/utilities and other items as AT&T reasonably requires for the Services and will obtain any necessary licenses, permits and consents (including easements and rights-of-way). Customer will have the Site ready for AT&T to perform its work according to a mutually agreed schedule.

MASTER AGREEMENT

3.2 **Safe Working Environment.** Customer will ensure that the location at which AT&T installs, maintains or provides Services is a safe working environment, free of Hazardous Materials and reasonably suitable for the Services. "Hazardous Materials" mean any substance or material capable of posing an unreasonable risk to health, safety or property or whose use, transport, storage, handling, disposal or release is regulated by any law related to pollution, to protection of air, water or soil or to health and safety. AT&T shall have no obligation to perform work at a location that is not a suitable and safe working environment or to handle, remove or dispose of Hazardous Materials.

3.3 **Users.** "User" means anyone who uses or accesses any Service provided to Customer. Customer will cause Users to comply with this Agreement and is responsible for Users' use of any Service unless expressly provided to the contrary in an applicable Service Publication.

3.4 **Resale of Services.** Customer may not resell the Services or rebrand the Services for resale to third parties without AT&T's prior written consent.

4. PRICING AND BILLING

4.1 **Pricing and Pricing Schedule Term; Terms Applicable After End of Pricing Schedule Term.** The prices listed in a Pricing Schedule are stabilized until the end of the Pricing Schedule Term and will apply in lieu of the corresponding prices set forth in the applicable Service Publication. No promotion, credit, discount or waiver set forth in a Service Publication will apply. Unless the Pricing Schedule states otherwise, at the end of the Pricing Schedule Term, Customer may continue Service (subject to any applicable notice or other requirements in a Service Publication for Customer to terminate a Service Component) under a month-to-month service arrangement at the prices, terms and conditions in effect on the last day of the Pricing Schedule Term. AT&T may change such prices, terms or conditions on 30 days' prior notice to Customer.

4.2 **Additional Charges and Taxes.** Prices set forth in a Pricing Schedule are exclusive of and Customer will pay all taxes (excluding those on AT&T's net income), surcharges, recovery fees, customs clearances, duties, levies, shipping charges and other similar charges (and any associated interest and penalties resulting from Customer's failure to timely pay such taxes or similar charges) relating to the sale, transfer of ownership, installation, license, use or provision of the Services, except to the extent Customer provides a valid exemption certificate prior to the delivery of Services. To the extent required by law, Customer may withhold or deduct any applicable taxes from payments due to AT&T, provided that Customer will use reasonable commercial efforts to minimize any such taxes to the extent allowed by law or treaty and will furnish AT&T with such evidence as may be required by relevant taxing authorities to establish that such tax has been paid so that AT&T may claim any applicable credit.

4.3 **Billing.** Unless a Service Publication specifies otherwise, Customer's obligation to pay for a Service Component begins upon availability of the Service Component to Customer. Customer will pay AT&T without deduction, setoff or delay for any reason (except for withholding taxes as provided in Section 4.2 - Additional Charges and Taxes or in Section 4.5 - Delayed Billing; Disputed Charges). At Customer's request, but subject to AT&T's consent (which may not be unreasonably withheld or withdrawn), Customer's Affiliates may be invoiced separately, and AT&T will accept payment from such Affiliates. Customer will be responsible for payment if Customer's Affiliates do not pay charges in accordance with this Agreement. AT&T may require Customer or its Affiliates to tender a deposit if AT&T determines, in its reasonable judgment, that Customer or its Affiliates are not creditworthy, and AT&T may apply such deposit to any charges owed.

4.4 **Payments.** Payment is due within 30 days after the date of the invoice (unless another date is specified in an applicable Tariff or Guidebook) and must refer to the invoice number. Charges must be paid in the currency specified in the invoice. Restrictive endorsements or other statements on checks are void. Customer will reimburse AT&T for all costs associated with collecting delinquent or dishonored payments, including reasonable attorneys' fees. AT&T may charge late payment fees at the lowest of (a) 1.5% per month (18% per annum), (b) for Services contained in a Tariff or Guidebook at the rate specified therein, or (c) the maximum rate allowed by law for overdue payments.

4.5 **Delayed Billing; Disputed Charges.** Customer will not be required to pay charges for Services initially invoiced more than 6 months after close of the billing period in which the charges were incurred, except for calls assisted by an automated or live operator. If Customer disputes a charge, Customer will provide notice to AT&T specifically identifying the charge and the reason it is disputed within 6 months after the date of the invoice in which the disputed charge initially appears, or Customer waives the right to dispute the charge. The portion of charges in dispute may be withheld and will not be considered overdue until AT&T completes its investigation of the dispute, but Customer may incur late payment fees in accordance with Section 4.4 (Payments). Following AT&T's notice of the results of its investigation to Customer, payment of all properly due charges and properly accrued late payment fees must be made within ten (10) business days. AT&T will reverse any late payment fees that were invoiced in error.

4.6 **Credit Terms.** AT&T retains a lien and purchase money security interest in each item of Purchased Equipment and Vendor Software until Customer pays all sums due. AT&T is authorized to sign and file a financing statement to perfect such security interest.

4.7 **MARC.** Minimum Annual Revenue Commitment ("MARC") means an annual revenue commitment set forth in a Pricing Schedule that Customer agrees to satisfy during each 12-consecutive-month period of the Pricing Schedule Term. If Customer fails to satisfy the MARC for any such 12-month period, Customer will pay a shortfall charge in an amount equal to the difference between the MARC and the total of the applicable MARC-Eligible Charges incurred during such 12-month period, and AT&T may withhold contractual credits until Customer pays the shortfall charge.

MASTER AGREEMENT**4.8 Adjustments to MARC.**

- (a) In the event of a business downturn beyond Customer's control, or a corporate divestiture, merger, acquisition or significant restructuring or reorganization of Customer's business, or network optimization using other Services, or a reduction of AT&T's prices, or a force majeure event, any of which significantly impairs Customer's ability to meet a MARC, AT&T will offer to adjust the affected MARC to reflect Customer's reduced usage of Services (with a corresponding adjustment to the prices, credits or discounts available at the reduced MARC level). If the parties reach agreement on a revised MARC, AT&T and Customer will amend the affected Pricing Schedule prospectively. This Section 4.8 will not apply to a change resulting from Customer's decision to use service providers other than AT&T. Customer will provide AT&T notice of the conditions Customer believes will require the application of this provision. This provision does not constitute a waiver of any charges, including monthly recurring charges and shortfall charges, Customer incurs prior to amendment of the affected Pricing Schedule.
- (b) If Customer, through merger, consolidation, acquisition or otherwise, acquires a new business or operation, Customer and AT&T may agree in writing to include the new business or operation under this Agreement. Such agreement will specify the impact, if any, of such addition on Customer's MARC or other volume or growth discounts and on Customer's attainment thereof.

5. CONFIDENTIAL INFORMATION

5.1 Confidential Information. Confidential Information means: (a) information the parties or their Affiliates share with each other in connection with this Agreement or in anticipation of providing Services under this Agreement (including pricing or other proposals), but only to the extent identified as Confidential Information in writing; and (b) except as may be required by applicable law or regulation, the terms of this Agreement.

5.2 Obligations. A disclosing party's Confidential Information will, for a period of 3 years following its disclosure to the other party (except in the case of software, for which the period is indefinite): (a) not be disclosed, except to the receiving party's employees, agents and contractors having a need-to-know (but only if such agents and contractors are not direct competitors of the other party and agree in writing to use and disclosure restrictions as restrictive as this Section 5) or to the extent authorized to be revealed by law, governmental authority or legal process (but only if such disclosure is limited to that which is so authorized and prompt notice is provided to the disclosing party to the extent practicable and not prohibited by law, governmental authority or legal process); (b) be held in confidence; and (c) be used only for purposes of using the Services, evaluating proposals for new services or performing this Agreement (including in the case of AT&T to detect fraud, to check quality and to operate, maintain and enhance the network and Services).

5.3 Exceptions. The restrictions in this Section 5 will not apply to any information that: (a) is independently developed by the receiving party without use of the disclosing party's Confidential Information; (b) is lawfully received by the receiving party free of any obligation to keep it confidential; or (c) becomes generally available to the public other than by breach of this Agreement.

5.4 Privacy. Each party is responsible for complying with the privacy laws applicable to its business. AT&T shall require its personnel, agents and contractors around the world who process Customer Personal Data to protect Customer Personal Data in accordance with the data protection laws and regulations applicable to AT&T's business. If Customer does not want AT&T to comprehend Customer data to which it may have access in performing Services, Customer must encrypt such data so that it will be unintelligible. Customer is responsible for obtaining consent from and giving notice to its Users, employees and agents regarding Customer's and AT&T's collection and use of the User, employee or agent information in connection with a Service. Customer will only make accessible or provide Customer Personal Data to AT&T when it has the legal authority to do so. Unless otherwise directed by Customer in writing, if AT&T designates a dedicated account representative as Customer's primary contact with AT&T, Customer authorizes that representative to discuss and disclose Customer's customer proprietary network information to any employee or agent of Customer without a need for further authentication or authorization.

6. LIMITATIONS OF LIABILITY AND DISCLAIMERS**6.1 Limitation of Liability.**

- (a) EITHER PARTY'S ENTIRE LIABILITY AND THE OTHER PARTY'S EXCLUSIVE REMEDY FOR DAMAGES ON ACCOUNT OF ANY CLAIM ARISING OUT OF AND NOT DISCLAIMED UNDER THIS AGREEMENT SHALL BE:
- (i) FOR BODILY INJURY, DEATH OR DAMAGE TO REAL PROPERTY OR TO TANGIBLE PERSONAL PROPERTY PROXIMATELY CAUSED BY A PARTY'S NEGLIGENCE, PROVEN DIRECT DAMAGES;
 - (ii) FOR BREACH OF SECTION 5 (Confidential Information), SECTION 10.1 (Publicity) OR SECTION 10.2 (Trademarks), PROVEN DIRECT DAMAGES;
 - (iii) FOR ANY THIRD-PARTY CLAIMS, THE REMEDIES AVAILABLE UNDER SECTION 7 (Third Party Claims);
 - (iv) FOR CLAIMS ARISING FROM THE OTHER PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, PROVEN DAMAGES; OR
 - (v) FOR CLAIMS OTHER THAN THOSE SET FORTH IN SECTION 6.1(a)(i)-(iv), PROVEN DIRECT DAMAGES NOT TO EXCEED, ON A PER CLAIM OR AGGREGATE BASIS DURING ANY TWELVE (12) MONTH PERIOD, AN AMOUNT EQUAL TO THE TOTAL NET CHARGES INCURRED BY CUSTOMER FOR THE AFFECTED SERVICE IN THE RELEVANT COUNTRY DURING THE THREE (3) MONTHS PRECEDING THE MONTH IN WHICH THE CLAIM AROSE.

MASTER AGREEMENT

- (b) EXCEPT AS SET FORTH IN SECTION 7 (Third Party Claims) OR IN THE CASE OF A PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, RELIANCE OR SPECIAL DAMAGES, INCLUDING WITHOUT LIMITATION DAMAGES FOR LOST PROFITS, ADVANTAGE, SAVINGS OR REVENUES OR FOR INCREASED COST OF OPERATIONS.
- (c) THE LIMITATIONS IN THIS SECTION 6 SHALL NOT LIMIT CUSTOMER'S RESPONSIBILITY FOR THE PAYMENT OF ALL PROPERLY DUE CHARGES UNDER THIS AGREEMENT.

6.2 **Disclaimer of Liability.** AT&T WILL NOT BE LIABLE FOR ANY DAMAGES ARISING OUT OF OR RELATING TO: INTEROPERABILITY, ACCESS OR INTERCONNECTION OF THE SERVICES WITH APPLICATIONS, DATA, EQUIPMENT, SERVICES, CONTENT OR NETWORKS PROVIDED BY CUSTOMER OR THIRD PARTIES; SERVICE DEFECTS, SERVICE LEVELS, DELAYS OR ANY SERVICE ERROR OR INTERRUPTION, INCLUDING INTERRUPTIONS OR ERRORS IN ROUTING OR COMPLETING ANY 911 OR OTHER EMERGENCY RESPONSE CALLS OR ANY OTHER CALLS OR TRANSMISSIONS (EXCEPT FOR CREDITS EXPLICITLY SET FORTH IN THIS AGREEMENT); LOST OR ALTERED MESSAGES OR TRANSMISSIONS; OR UNAUTHORIZED ACCESS TO OR THEFT, ALTERATION, LOSS OR DESTRUCTION OF CUSTOMER'S (OR ITS AFFILIATES', USERS' OR THIRD PARTIES') APPLICATIONS, CONTENT, DATA, PROGRAMS, INFORMATION, NETWORKS OR SYSTEMS.

6.3 **Purchased Equipment and Vendor Software Warranty.** AT&T shall pass through to Customer any warranties for Purchased Equipment and Vendor Software available from the manufacturer or licensor. The manufacturer or licensor, and not AT&T, is responsible for any such warranty terms and commitments. ALL SOFTWARE AND PURCHASED EQUIPMENT IS OTHERWISE PROVIDED TO CUSTOMER ON AN "AS IS" BASIS.

6.4 **Disclaimer of Warranties.** AT&T MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, SPECIFICALLY DISCLAIMS ANY REPRESENTATION OR WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT AND SPECIFICALLY DISCLAIMS ANY WARRANTY ARISING BY USAGE OF TRADE OR BY COURSE OF DEALING. FURTHER, AT&T MAKES NO REPRESENTATION OR WARRANTY THAT TELEPHONE CALLS OR OTHER TRANSMISSIONS WILL BE ROUTED OR COMPLETED WITHOUT ERROR OR INTERRUPTION (INCLUDING CALLS TO 911 OR ANY SIMILAR EMERGENCY RESPONSE NUMBER) AND MAKES NO GUARANTEE REGARDING NETWORK SECURITY, THE ENCRYPTION EMPLOYED BY ANY SERVICE, THE INTEGRITY OF ANY DATA THAT IS SENT, BACKED UP, STORED OR SUBJECT TO LOAD BALANCING OR THAT AT&T'S SECURITY PROCEDURES WILL PREVENT THE LOSS OR ALTERATION OF OR IMPROPER ACCESS TO CUSTOMER'S DATA AND INFORMATION.

6.5 **Application and Survival.** The disclaimer of warranties and limitations of liability set forth in this Agreement will apply regardless of the form of action, whether in contract, equity, tort, strict liability or otherwise, of whether damages were foreseeable and of whether a party was advised of the possibility of such damages and will apply so as to limit the liability of each party and its Affiliates and their respective employees, directors, subcontractors and suppliers. The limitations of liability and disclaimers set out in this Section 6 will survive failure of any exclusive remedies provided in this Agreement.

7. THIRD PARTY CLAIMS

7.1 **AT&T's Obligations.** AT&T agrees at its expense to defend and either to settle any third-party claim against Customer, its Affiliates and its and their respective employees and directors or to pay all damages that a court finally awards against such parties for a claim alleging that a Service provided to Customer under this Agreement infringes any patent, trademark, copyright or trade secret, but not where the claimed infringement arises out of or results from: (a) Customer's, its Affiliate's or a User's content; (b) modifications to the Service by Customer, its Affiliate or a third party, or combinations of the Service with any non-AT&T services or products by Customer or others; (c) AT&T's adherence to Customer's or its Affiliate's written requirements; or (d) use of a Service in violation of this Agreement.

7.2 **Customer's Obligations.** Customer agrees at its expense to defend and either to settle any third-party claim against AT&T, its Affiliates and its and their respective employees, directors, subcontractors and suppliers or to pay all damages that a court finally awards against such parties for a claim that: (a) arises out of Customer's, its Affiliate's or a User's access to or use of the Services and the claim is not the responsibility of AT&T under Section 7.1; (b) alleges that a Service infringes any patent, trademark, copyright or trade secret and falls within the exceptions in Section 7.1; or (c) alleges a breach by Customer, its Affiliate or a User of a Software license agreement.

7.3 **Infringing Services.** Whenever AT&T is liable under Section 7.1, AT&T may at its option either procure the right for Customer to continue using, or may replace or modify, the Service so that it is non-infringing.

7.4 **Notice and Cooperation.** The party seeking defense or settlement of a third-party claim under this Section 7 will provide notice to the other party promptly upon learning of any claim for which defense or settlement may be sought, but failure to do so will have no effect except to the extent the other party is prejudiced by the delay. The party seeking defense or settlement will allow the other party to control the defense and settlement of the claim and will reasonably cooperate with the defense. The defending party will use counsel reasonably experienced in the subject matter at issue and will not settle a claim without the written consent of the party being defended, which consent will not be unreasonably withheld or delayed, except that no consent will be required to settle a claim where relief against the party being defended is limited to monetary damages that are paid by the defending party under this Section 7.

7.5 AT&T's obligations under Section 7.1 shall not extend to actual or alleged infringement or misappropriation of intellectual property based on Purchased Equipment, Software, or Third-Party Services.

8. SUSPENSION AND TERMINATION

MASTER AGREEMENT

8.1 **Termination of Agreement.** This Agreement may be terminated immediately upon notice by either party if the other party becomes insolvent, ceases operations, is the subject of a bankruptcy petition, enters receivership or any state insolvency proceeding or makes an assignment for the benefit of its creditors.

8.2 **Termination or Suspension** The following additional termination provisions apply:

- (a) **Material Breach.** If either party fails to perform or observe any material warranty, representation, term or condition of this Agreement, including non-payment of charges, and such failure continues unremedied for 30 days after receipt of notice, the aggrieved party may terminate (and AT&T may suspend and later terminate) the affected Service Components and, if the breach materially and adversely affects the entire Agreement, terminate (and AT&T may suspend and later terminate) the entire Agreement.
- (b) **Materially Adverse Impact.** If AT&T revises a Service Publication, the revision has a materially adverse impact on Customer and AT&T does not effect revisions that remedy such materially adverse impact within 30 days after receipt of notice from Customer, then Customer may, as Customer's sole remedy, elect to terminate the affected Service Components on 30 days' notice to AT&T, given not later than 90 days after Customer first learns of the revision to the Service Publication. "Materially adverse impacts" do not include changes to non-stabilized pricing, changes required by governmental authority, or assessment of or changes to additional charges such as surcharges or taxes.
- (c) **Internet Services.** If Customer fails to rectify a violation of the AUP within 5 days after receiving notice from AT&T, AT&T may suspend the affected Service Components. AT&T reserves the right, however, to suspend or terminate immediately when: (i) AT&T's suspension or termination is in response to multiple or repeated AUP violations or complaints; (ii) AT&T is acting in response to a court order or governmental notice that certain conduct must be stopped; or (iii) AT&T reasonably determines that (a) it may be exposed to sanctions, liability, prosecution or other adverse consequences under applicable law if AT&T were to allow the violation to continue; (b) such violation may harm or interfere with the integrity, normal operations or security of AT&T's network or networks with which AT&T is interconnected or may interfere with another customer's use of AT&T services or the internet; or (c) such violation otherwise presents an imminent risk of harm to AT&T, AT&T's customers or its or their respective employees.
- (d) **Fraud or Abuse.** AT&T may terminate or suspend an affected Service or Service Component and, if the activity materially and adversely affects the entire Agreement, terminate or suspend the entire Agreement, immediately by providing Customer with as much advance notice as is reasonably practicable under the circumstances if Customer, in the course of breaching the Agreement: (i) commits a fraud upon AT&T; (ii) uses the Service to commit a fraud upon another party; (iii) unlawfully uses the Service; (iv) abuses or misuses AT&T's network or Service; or (v) interferes with another customer's use of AT&T's network or services.
- (e) **Infringing Services.** If the options described in Section 7.3 (Infringing Services) are not reasonably available, AT&T may at its option terminate the affected Services or Service Components without liability other than as stated in Section 7.1 (AT&T's Obligations).
- (f) **Hazardous Materials.** If AT&T encounters any Hazardous Materials at the Site, AT&T may terminate the affected Services or Service Components or may suspend performance until Customer removes and remediates the Hazardous Materials at Customer's expense in accordance with applicable law.

8.3 **Effect of Termination.**

- (a) Termination or suspension by either party of a Service or Service Component does not waive any other rights or remedies a party may have under this Agreement and will not affect the rights and obligations of the parties regarding any other Service or Service Component.
- (b) If a Service or Service Component is terminated, Customer will pay all amounts incurred prior to the effective date of termination.

8.4 **Termination Charges.**

- (a) If Customer terminates this Agreement or an affected Service or Service Component for cause in accordance with the Agreement or if AT&T terminates a Service or Service Component other than for cause, Customer will not be liable for the termination charges set forth in this Section 8.4.
- (b) If Customer or AT&T terminates a Service or Service Component prior to Cutover other than as set forth in Section 8.4(a), Customer (i) will pay any pre-Cutover termination or cancellation charges set out in a Pricing Schedule or Service Publication, or (ii) in the absence of such specified charges, will reimburse AT&T for time and materials incurred prior to the effective date of termination, plus any third party charges resulting from the termination.
- (c) If Customer or AT&T terminates a Service or Service Component after Cutover other than as set forth in Section 8.4(a), Customer will pay applicable termination charges as follows: (i) 50% (unless a different amount is specified in the Pricing Schedule) of any unpaid recurring charges for the terminated Service or Service Component attributable to the unexpired portion of an applicable Minimum Payment Period; (ii) if termination occurs before the end of an applicable Minimum Retention Period, any associated credits or waived or unpaid non-recurring charges; and (iii) any charges incurred by AT&T from a third party (i.e., not an AT&T Affiliate) due to the termination. The charges set forth in Sections 8.4(c)(i) and (ii) will not apply if a terminated Service Component is replaced with an upgraded Service Component at the same Site, but only if the Minimum Payment Period

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or Minimum Retention Period, as applicable, (the "Minimum Period") and associated charge for the replacement Service Component are equal to or greater than the corresponding Minimum Period and associated charge for the terminated Service Component, respectively, and if the upgrade is not restricted in the applicable Service Publication.

- (d) In addition, if Customer terminates a Pricing Schedule that has a MARC, Customer will pay an amount equal to 50% of the unsatisfied MARC for the balance of the Pricing Schedule Term.

9. IMPORT/EXPORT CONTROL

Neither party will use, distribute, transfer or transmit any equipment, services, software or technical information provided under this Agreement (even if incorporated into other products) except in compliance with all applicable import and export laws, conventions and regulations.

10. MISCELLANEOUS PROVISIONS

10.1 **Publicity.** Neither party may issue any public statements or announcements relating to the terms of this Agreement or to the provision of Services without the prior written consent of the other party.

10.2 **Trademarks.** Each party agrees not to display or use, in advertising or otherwise, any of the other party's trade names, logos, trademarks, service marks or other indicia of origin without the other party's prior written consent, which consent may be revoked at any time by notice.

10.3 **Independent Contractor.** Each party is an independent contractor. Neither party controls the other, and neither party nor its Affiliates, employees, agents or contractors are Affiliates, employees, agents or contractors of the other party.

10.4 **Force Majeure.** Except for payment of amounts due, neither party will be liable for any delay, failure in performance, loss or damage due to fire, explosion, cable cuts, power blackout, earthquake, flood, strike, embargo, labor disputes, acts of civil or military authority, war, terrorism, acts of God, acts of a public enemy, acts or omissions of carriers or suppliers, acts of regulatory or governmental agencies or other causes beyond such party's reasonable control.

10.5 **Amendments and Waivers.** Any supplement to or modification or waiver of any provision of this Agreement must be in writing and signed by authorized representatives of both parties. A waiver by either party of any breach of this Agreement will not operate as a waiver of any other breach of this Agreement.

10.6 Assignment and Subcontracting.

(a) Customer may, without AT&T's consent but upon notice to AT&T, assign in whole or relevant part its rights and obligations under this Agreement to a Customer Affiliate. AT&T may, without Customer's consent, assign in whole or relevant part its rights and obligations under this Agreement to an AT&T Affiliate. In no other case may this Agreement be assigned by either party without the prior written consent of the other party (which consent will not be unreasonably withheld or delayed). In the case of any assignment, the assigning party shall remain financially responsible for the performance of the assigned obligations.

(b) AT&T may subcontract to an Affiliate or a third party work to be performed under this Agreement but will remain financially responsible for the performance of such obligations.

(c) In countries where AT&T does not have an Affiliate to provide a Service, AT&T may assign its rights and obligations related to such Service to a local service provider, but AT&T will remain responsible to Customer for such obligations. In certain countries, Customer may be required to contract directly with the local service provider.

10.7 **Severability.** If any portion of this Agreement is found to be invalid or unenforceable or if, notwithstanding Section 10.11 (Governing Law), applicable law mandates a different interpretation or result, the remaining provisions will remain in effect and the parties will negotiate in good faith to substitute for such invalid, illegal or unenforceable provision a mutually acceptable provision consistent with the original intention of the parties.

10.8 **Injunctive Relief.** Nothing in this Agreement is intended to or should be construed to prohibit a party from seeking preliminary or permanent injunctive relief in appropriate circumstances from a court of competent jurisdiction.

10.9 **Legal Action.** Any legal action arising in connection with this Agreement must be filed within two (2) years after the cause of action accrues, or it will be deemed time-barred and waived. The parties waive any statute of limitations to the contrary.

10.10 **Notices.** Any required notices under this Agreement shall be in writing and shall be deemed validly delivered if made by hand (in which case delivery will be deemed to have been effected immediately), or by overnight mail (in which case delivery will be deemed to have been effected one (1) business day after the date of mailing), or by first class pre-paid post (in which case delivery will be deemed to have been effected five (5) days after the date of posting), or by facsimile or electronic transmission (in which case delivery will be deemed to have been effected on the day the transmission was sent). Any such notice shall be sent to the office of the recipient set forth on the cover page of this Agreement or to such other office or recipient as designated in writing from time to time.

10.11 **Governing Law.** This Agreement will be governed by the law of the State of New York, without regard to its conflict of law principles, unless a regulatory agency with jurisdiction over the applicable Service applies a different law. The United Nations Convention on Contracts for International Sale of Goods will not apply.

10.12 **Compliance with Laws.** Each party will comply with all applicable laws and regulations and with all applicable orders issued by courts or other governmental bodies of competent jurisdiction.

MASTER AGREEMENT

10.13 **No Third Party Beneficiaries.** This Agreement is for the benefit of Customer and AT&T and does not provide any third party (including Users) the right to enforce it or to bring an action for any remedy, claim, liability, reimbursement or cause of action or any other right or privilege.

10.14 **Survival.** The respective obligations of Customer and AT&T that by their nature would continue beyond the termination or expiration of this Agreement, including the obligations set forth in Section 5 (Confidential Information), Section 6 (Limitations of Liability and Disclaimers) and Section 7 (Third Party Claims), will survive such termination or expiration.

10.15 **Agreement Language.** The language of this Agreement is English. If there is a conflict between this Agreement and any translation, the English version will take precedence.

10.16 **Entire Agreement.** This Agreement constitutes the entire agreement between the parties with respect to its subject matter. Except as provided in Section 2.4 (License and Other Terms), this Agreement supersedes all other agreements, proposals, representations, statements and understandings, whether written or oral, concerning the Services or the rights and obligations relating to the Services, and the parties disclaim any reliance thereon. This Agreement will not be modified or supplemented by any written or oral statements, proposals, representations, advertisements, service descriptions or purchase order forms not expressly set forth in this Agreement.

11. DEFINITIONS

"**Affiliate**" of a party means any entity that controls, is controlled by or is under common control with such party.

"**API**" means an application program interface used to make a resources request from a remote implementer program. An API may include coding, specifications for routines, data structures, object classes, and protocols used to communicate between programs.

"**AT&T Software**" means software, including APIs, and all associated written and electronic documentation and data owned by AT&T and licensed by AT&T to Customer. AT&T Software does not include software that is not furnished to Customer.

"**Customer Personal Data**" means information that identifies an individual, that Customer directly or indirectly makes accessible to AT&T and that AT&T collects, holds or uses in the course of providing the Services.

"**Cutover**" means the date Customer's obligation to pay for Services begins.

"**Effective Date**" of a Pricing Schedule means the date on which the last party signs the Pricing Schedule unless a later date is required by regulation or law.

"**MARC-Eligible Charges**" means the recurring and usage charges (including amounts calculated from unpaid charges that are owed under Section 8.4(c)(i)), after deducting applicable discounts and credits (other than outage or SLA credits), that AT&T charges Customer for the Services identified in the applicable Pricing Schedule as MARC-contributing. The following are not MARC-Eligible Charges: (a) charges for or in connection with Customer's purchase of equipment; (b) taxes; and (c) charges imposed in connection with governmentally imposed costs or fees (such as USF, PICC, payphone service provider compensation, E911 and deaf relay charges).

"**Minimum Payment Period**" means the Minimum Payment Period identified for a Service Component in a Pricing Schedule or Service Publication during which Customer is required to pay recurring charges for the Service Component.

"**Minimum Retention Period**" means the Minimum Retention Period identified for a Service Component in a Pricing Schedule or Service Publication during which Customer is required to maintain service to avoid the payment (or repayment) of certain credits, waived charges or amortized charges.

"**Purchased Equipment**" means equipment or other tangible products Customer purchases under this Agreement, including any replacements of Purchased Equipment provided to Customer. Purchased Equipment also includes any internal code required to operate such Equipment. Purchased Equipment does not include Software but does include any physical media provided to Customer on which Software is stored.

"**Service Component**" means an individual component of a Service provided under this Agreement.

"**Service Publications**" means Tariffs, Guidebooks, Service Guides and the AUP.

"**Site**" means a physical location, including Customer's collocation space on AT&T's or its Affiliate's or subcontractor's property, where AT&T installs or provides a Service.

"**Software**" means AT&T Software and Vendor Software.

"**Third-Party Service**" means a service provided directly to Customer by a third party under a separate agreement between Customer and the third party.

"**Vendor Software**" means software, including APIs, and all associated written and electronic documentation and data AT&T furnishes to Customer, other than AT&T Software.

Current Monthly Internet Bills, By Location And Department

Current Setup

Courthouse		
	Clerk's Office	\$ 1,385.34
	Board of Commissioners' Admin	
	Tax Collector	
	Property Appraiser	\$ 763.00
	HVAC Connections	\$ 54.70
Road Department Complex		
	Planning	\$ 14.62
	Tourism Development	\$ 14.62
	Mosquito Control	\$ 14.62
	Road Department	\$ 43.83
	Grants Coordinator	\$ 7.31
Landfill		\$ 54.70
County Extension (Redundant Line, Main Line Paid by UF)		\$ 54.70
Animal Services		\$ 54.70
Building & Development		\$ 76.60
Library		\$ 43.75
Emergency Operations Center		\$ 54.70
Public Safety		
	Current Immediate Needs Cost with Current Provider	
	Allocations	\$ 3,828.71
Transit and Maintenance Lot		
	Transit	\$ 95.00
	Maintenance	\$ 76.60
Guardian Ad Litem		\$ 54.70
	Total Bills Per Month for Locations/Departments that Can Be Included	\$ 6,692.20

Annual Amount (12 Months) \$ 80,306.40

*Increase based on communication with Public Safety's IT Consultant. Current Actual is \$1

Proposed ATT

\$ 467.00

\$ 316.00
\$ 316.00
\$ 316.00
\$ 316.00
\$ 316.00
\$ 316.00
\$ 316.00
\$ 467.00
\$ 316.00
\$ 316.00

\$ 2,995.00

\$ 3,697.20

\$ 35,940.00

\$ 44,366.40

920.26/mo

Levy County Board of County Commissioners
Agenda Item Summary

1. DEPARTMENT MAKING REQUEST/NAME/EXTENSION:
County Attorney, Anne Bast Brown, ext. 3389

2. MEETING DATE:
October 18, 2016

3. REQUESTED MOTION/ACTION:

Consider and make decision on settlement offer in Estate of Gaylia Kay McLeod of 50% of bill for \$1,143.79 for ambulance services.

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

BUDGET ACTION: NOT APPLICABLE

DETAILED ANALYSIS ATTACHED?: YES__ NO__ BUDGET OFFICER APPROVAL NOT APPLICABLE DATE _____

FUNDING SOURCE: ACCOUNT NUMBER:

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

Levy County filed a claim for fees for ambulance services filed in the Estate of Gaylia Kay McLeod, in Dixie County in the amount of \$1,143.79, which was filed promptly after the County Attorney received the notice to creditors to file claims. Unfortunately, the claim was filed outside of the time allowed in Florida Statutes. The County Attorney filed a petition for extension of time based on the argument that the notice to file claims should have been provided directly to the County Attorney. In response to the motion, the personal representative of the McLeod estate made a settlement offer through her attorney to provide 50% of the amount of the claim. The Board has the option of accepting the offer, declining the offer, or making a counter-offer for a larger settlement amount. Acceptance of the offer would avoid the necessity of incurring additional time and expense for a hearing in Dixie County on the County's petition for extension of time. Acceptance would also avoid the risk of the probate court denying the petition, which would leave the County with no payment on the claim. A counter-offer, if accepted, could also provide avoidance of the additional time and expense of a hearing, as well as avoidance of the risk of denial by the court.

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

DEPARTMENT DIRECTOR YES__ NO__	OTHER YES__ NO__	OTHER YES__ NO__	OTHER YES__ NO__	COUNTY ATTORNEY YES__ NO__ N/A <u>X</u>	COUNTY COORDINATOR YES__ NO__
				<i>AMS</i> 10-12-16	

7. COMMISSION ACTION:

- APPROVED
- DENIED
- DEFERRED DATE TO BRING BACK:
- OTHER SPECIFY:

**REGULAR MEETING
LEVY COUNTY BOARD OF COUNTY COMMISSIONERS
AUGUST 16, 2016**

The Regular Meeting of the Board of Levy County Commissioners was held on August 16, 2016 at 9:00 A.M. in the Levy County Board of County Commissioners meeting room with the following Commissioners present:

Chairman John Meeks
Comm. Rock Meeks
Comm. Danny Stevens
Comm. Lilly Rooks
Comm. Mike Joyner

Also present were:

County Attorney – Anne Bast Brown
County Coordinator – Fred Moody

Chairman John Meeks called the Meeting to order at 9:00 A.M. Comm. Joyner gave the invocation, followed by the Pledge of Allegiance.

EXPENDITURES

Comm. Rock Meeks made a motion to approve the following expenditures presented for payment. Second was made by Comm. Stevens and the MOTION CARRIES.

CHECK NUMBER	124635-124795
FUND	AMOUNT
GENERAL REVENUE	500,380.12
ROAD	50,827.90
PAL LIBRARY	27,056.27
MOSQUITO CONTROL	246.07
TRANSPORTATION	85,449.36
COURT FACILITIES	15.00
EMS	56,480.16
FIRE	27,762.22
TOURIST DEVELOPMENT	3,407.18
UTILITIES	7,560.18
ADD COURT COSTS	669.50
DEBT SERVICE	538,623.75
CAPITAL PROJECTS	277.42
LANDFILL	16,277.00
TOTAL	\$ 1,315,032.13

MINUTES

The minutes for the Regular Board meeting held on July 5, 2016 were presented for Board approval.

Comm. Rock Meeks made a motion to approve the minutes for the Regular Board meeting held on July 5, 2016 as presented. Second was made by Comm. Joyner and the MOTION CARRIES.

LEVY COUNTY BOARD OF COUNTY COMMISSIONERS

The Commissioners presented retiring Paramedics James Foran and Steve Severance with Certificates of Appreciation for their years of service with the Department of Public Safety.

DEPARTMENT REPORTS

COUNTY COORDINATOR

Fred Moody

- A. Request approval of amendment to agreement between Levy County and Carr, Riggs & Ingram, LLC to extend for an additional (3) three years of audit services.

Mr. Moody requested Board approval of the Amendment to the Agreement with Carr, Riggs & Ingram, LLC to extend for an additional (3) three years of audit services. The amounts charged are as follows:

<u>2016</u>	<u>2017</u>	<u>2018</u>
\$119,000	\$122,000	\$125,000

Comm. Joyner made a motion to approve the Amendment to the Agreement with Carr, Riggs & Ingram, LLC as presented. Second was made by Comm. Rock Meeks and the MOTION CARRIES.

- B. Presenting Recapitulation for Board signatures on behalf of Linda Fugate, Tax Collector.

Mr. Moody presented the Recapitulation Report from Linda Fugate, Tax Collector for Board approval and signatures.

Comm. Joyner made a motion to approve the Recapitulation Report with signatures as requested. Second was made by Comm. Rooks and the MOTION CARRIES.

ASSISTANT TO THE COUNTY COORDINATOR

Wilbur Dean

Request approval of Resolution 2016-069 supporting the designation of the Suwannee River in Levy County, Florida as a National Water Trail.

Mr. Dean requested Board approval of Resolution 2016-069 supporting the designation of the Suwannee River in Levy County, Florida as a National Water Trail. A letter of Support and Consent for Public Access to the Office of Greenways & Trails in Tallahassee was also presented for signature by the Chairman if approved.

Comm. Rock Meeks made a motion to approve Resolution 2016-069 as requested. Second was made by Comm. Rooks. Discussion followed.

Toni Collins stated she had concerns about supporting the Suwannee River being designated as a National Water Trail by the State. Concerns were also spoken by Renate Cannon.

After discussion, Comm. Rock Meeks rescinded his motion and Comm. Rooks rescinded her Second. The Commissioners agreed to seek further information as to what the designation of the Suwannee River as a National Water Trail includes and if there could be any negative impacts to the County as a result. This item will be placed on the next regular meeting agenda.

LIBRARY

Lisa Brasher, Director

Request approval and signature of State Aid to Libraries Grant.

Ms. Brasher requested Board approval and signature of the Chairman for the State Aid to Libraries Grant application. The estimated amount to be awarded to Levy County is \$109,000.

Comm. Rock Meeks made a motion to approve the State Aid to Libraries Grant application with the Chairman's signature as requested. Second was made by Comm. Rooks and the MOTION CARRIES.

- C. Request approval of Resolution 2016-049 authorizing the execution of an amendment to the Traffic Signal Maintenance and Compensation Agreement with the FDOT for maintenance and continuous operation of traffic signals and devices in Levy County, FL and providing for execution of annual exhibits.

Mrs. LaLonde requested Board approval of Resolution 2016-049 authorizing the execution of an Amendment to the Traffic Signal Maintenance and Compensation Agreement with FDOT for maintenance and continuous operation of traffic signals and devices in Levy County.

Comm. Rock Meeks made a motion to approve Resolution 2016-049 as requested. Second was made by Comm. Rooks and the MOTION CARRIES.

NON-AGENDA ITEM/ROAD DEPARTMENT

Comm. Rooks made a motion to hear a non-agenda item as requested by Mrs. LaLonde. Second was made by Comm. Stevens and the MOTION CARRIES.

Mrs. LaLonde stated she had received an e-mail indicating Impact Fee money could be used to widen and re-surface Shell Mound Road. Mrs. LaLonde requested Board approval of the lowest bid received from Whitehurst Construction to re-surface the road without the bridge and culvert extensions. The bid does include the guard rails at the bridge. The bid amount is \$1,391,234.50 and \$551,750.00 of Impact Fee funds will be used.

Comm. Rooks made a motion to accept the bid from Whitehurst Construction for the re-surfacing of Shell Mound Road using Impact Fee funds as requested and to authorize the Chairman to sign the standard Agreement for this. Second was made by Comm. Joyner and the MOTION CARRIES.

PUBLIC COMMENT

Scott Lippman announced the dedication for the new Williston Middle-High School will be this Friday at the Football field.

Steve Atwater spoke to the Board and the audience of some of the resources available at his office, one of which is from the Division of Unclaimed Property where individuals can check their website for any unclaimed money due to them at ftreasurehunt.org.

COMMISSIONERS' REPORTS

Comm. Joyner stated there is a "Bull Bash" at Carter's Store this Saturday night in Chiefland.

Comm. Rooks discussed a letter from the City of Cedar Key requesting use of BOCC owned land, located on Dock Street in Cedar Key when construction begins on the bridge.

Atty. Brown suggested an Agreement be done with the City of Cedar Key for approval by the Board. The Commissioners agreed this could be approved at a meeting once prepared.

Comm. Joyner then made a motion agreeing with the "concept" of the City of Cedar Key utilizing the county owned land located on Dock Street as requested for the duration of construction of the bridge. Second was made by Comm. Rock Meeks and the MOTION CARRIES.

Comm. Stevens shared a letter from the City of Williston thanking the Board for waiver of tipping fees.

Comm. John Meeks requested to appoint Karen Smith, a local Real Estate agent to Seat 1 of the Planning Commission in place of Vaughn Lee.

Comm. Rock Meeks made a motion to appoint Karen Smith to Seat 1 of the Planning Commission in place of Vaughn Lee as requested. Second was made by Comm. Joyner and the MOTION CARRIES.

Comm. John Meeks recognized and made a presentation to Susan Haines for her involvement with the "Military Order of the Cooties", and her position as President of the Year for Group 3.

Comm. John Meeks also announced Atty. Brown was voted as the President of the Florida Association of County Attorneys in July.

Comm. John Meeks reported of the Final I-75 Task Force meeting held recently in Ocala.