



# Marion County

## Board of County Commissioners

### Walk-on Agenda

McPherson Governmental Campus  
601 SE 25th Ave.  
Ocala, FL 34471  
Phone: 352-438-2323  
Fax: 352-438-2324

District 1 – Craig Curry, Commissioner  
District 2 – Kathy Bryant, Commissioner  
District 3 – Jeff Gold, Chairman  
District 4 – Carl Zalak III, Vice Chair  
District 5 – Michelle Stone, Commissioner

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**Tuesday, August 17, 2021**

**9:00 AM**

**McPherson Governmental  
Campus Auditorium**

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- 7.9.1.** Request Approval of Modification to Master Service Agreement (MSA) for T-1 to Ethernet Conversion (Budget Impact - Expenditure of \$50 per month)
- 8.5.** Value Adjustment Board - Request Appointment of a Replacement of One (1) Citizen Member for Remainder of the 21/22 Year
- 8.6.** Request Approval to Adopt a Resolution Relating to Consideration of Private Property Rights in Small-Scale Amendments to the Comprehensive Plan



# Marion County

## Board of County Commissioners

### Agenda Item

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**File No.:** 2021-4209

**Agenda Date:** 8/17/2021

**Agenda No.:** 7.9.1.

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**SUBJECT:**

**Request Approval of Modification to Master Service Agreement (MSA) for T-1 to Ethernet Conversion (Budget Impact - Expenditure of \$50 per month)**

**INITIATOR:**

**Kyle W. Drummer, Director**

**DEPARTMENT:**

**Public Safety Communications**

**DESCRIPTION/BACKGROUND:**

The scope of a project that was underway has been increased to include network diversity that is essential to the emergency communications. The service change and associated charges requires an amendment to the Master Service Agreement entered into by Marion County and CenturyLink Communications, LLC DBA Lumen Technologies Group. Lumen has halted the implementation of service until the amendment is signed, and the County is subject to costs for service that have increased by the legacy provider by over 200%.

**BUDGET/IMPACT:**

\$50.00 per month; \$3,600 over the contract period of 72 months.

**RECOMMENDED ACTION:**

Motion to approve and authorize Chairman to execute Modification to MSA for T-1 to Ethernet Conversion.



# LEGAL REQUEST MEMORANDUM (LRM)

To: ☐ Matthew Minter, County Attorney ☐ Dana E. Olesky, Chief Assistant County Attorney ☒ Elizabeth Alt, Senior Assistant County Attorney ☐ Russell Ward, Assistant County Attorney

From: (Name) Shoemaker Jodi (Dept) Procurement Services - 2530  
(Title) Last First Procurement & Contract Analyst (Phone) 352-671-8446  
Signature \_\_\_\_\_ Date Friday, July 2, 2021

The Office of the County Attorney is requested to provide legal assistance as detailed in this legal request and supporting documents (attached).

Request for: ☐ New Document ☐ Review & Comment ☐ RESUBMIT LRM No. \_\_\_\_\_  
☒ Approve as to Form ☐ Other

## Description of Request

Attached for review and approval is one modification: 21C-037-CA-01 - CenturyLink 800MHz IQ Networking. This amendment adds a "Device (Router/NID) Diversity" for the Pistol Range site and increases the monthly recurring charge (MRC) by \$50/mo. or \$600 per year.

Upon approval and execution, please return ALL documents to procurement. This will be an agenda item for the July 20th BOCC meeting and is critical to PSC's currently two month delayed project.

Thank you,  
Jodi

For more information or discussion, contact: ☒ Same as above  
(Name) \_\_\_\_\_ (Title) \_\_\_\_\_ (Phone) \_\_\_\_\_  
Last First

COMPLETION IS REQUESTED BY: (specific date) Tuesday, July 6, 2021

Please allow for a MINIMUM of five (5) working days from receipt of LRM:

Agenda Item? ☒ Yes ☐ No

Agenda Deadline Date: Tuesday, July 6, 2021 Agenda Date: Tuesday, July 20, 2021

LRM No. 2021-538 DO NOT COMPLETE - Office of the County Attorney use ONLY

Outcome:

Date Received:

Approved as to form.

Marion County Attorney  
JUL - 6 2021  
RECEIVED

Attorney Signature: \_\_\_\_\_ Date 8-13-2021

Staff Signature: Aabria Teachey \_\_\_\_\_ Returned: ☒ Department ☐ Admin ☐ Procurement

Completed  
Ch/LUMEN

8/13/2021

**AMENDMENT TO  
LUMEN MASTER SERVICE AGREEMENT  
STATE, LOCAL AND EDUCATION GOVERNMENT AGENCIES VERSION**

This Amendment is between **CenturyLink Communications, LLC DBA Lumen Technologies Group, a Delaware limited liability company, 100 CenturyLink Dr., Monroe LA 71203, FEIN 04-6141739** ("Lumen") and **Marion County, a political subdivision of the State of Florida, 601 SE 25<sup>th</sup> Ave., Ocala FL 34471** ("Customer or "County"). It amends the applicable Master Service Agreement – State, Local and Education Government Agencies Version, as determined by CenturyLink records and as may have been previously amended (the "Agreement"). It is effective on the date the last party signs it (the "Amendment Effective Date"). This Amendment provides the terms and conditions applicable to Customer's purchase of products and services identified in this Amendment ("Services") from CenturyLink. Except as set forth in this Amendment, capitalized terms will have the definitions assigned to them in the Agreement. CenturyLink may withdraw this offer if Customer does not execute and deliver the Agreement to CenturyLink on or before **September 20, 2021** ("Cutoff Date").

**1. Addition of Service Attachments.** Section 2 of the Agreement is revised to add the following Service Attachment(s) to the Agreement

- **DOMESTIC NETWORK DIVERSITY® SERVICE EXHIBIT AND PRICING ATTACHMENT**

**2. Billing Change Date.** Except for Services provided by CenturyLink affiliate Level 3 Communications, LLC ("Level 3"), any changes to pricing of Customer's existing Services will be effective on the second full billing cycle following the Amendment Effective Date ("Billing Change Date.")

**3. Miscellaneous.** All other terms and conditions in the Agreement will remain in full force and effect and be binding upon the parties. This Amendment and the Agreement set forth the entire understanding between the parties as to the subject matter, and if there are any inconsistencies between the two documents, the terms of this Amendment will control. This Amendment may be executed in one or more counterparts, all of which taken together will constitute one instrument. Digital signatures and electronically exchanged copies of signed documents will be sufficient to bind the parties to this Agreement.

**CENTURYLINK COMMUNICATIONS, LLC D/B/A LUMEN  
TECHNOLOGIES GROUP**

*Steve Arneson*

Steve Arneson (Aug 13, 2021 09:04 CDT)

\_\_\_\_\_  
Authorized Signature

Steve Arneson

\_\_\_\_\_  
Name Typed or Printed

Manager - Offer Management

\_\_\_\_\_  
Title

Aug 13, 2021

\_\_\_\_\_  
Date

**AMENDMENT TO  
LUMEN MASTER SERVICE AGREEMENT  
STATE, LOCAL AND EDUCATION GOVERNMENT AGENCIES VERSION**

**ATTEST:**

**MARION COUNTY**, a political subdivision  
of the State of Florida

\_\_\_\_\_  
Printed Name: Gregory C. Harrell  
Clerk of Court  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Jeff Gold  
Its: Chairman  
Date: \_\_\_\_\_

For Use and Reliance of Marion County Only,  
Approved as to Form and Legal Sufficiency

  
\_\_\_\_\_  
E. Alt, Senior Assistant County Attorney

BCC Approved:  
Acceptance Date: \_\_\_\_\_

Customer's Address for Notices: Marion County Public Safety  
Communications, RADIO DIVISION, 2710 E. Silver Springs  
Blvd., OCALA, FL 34471 and County Administrator, 601 SW  
25<sup>th</sup> Ave., Ocala, FL 34470

Customer's

Email Addresses for Notice Purposes are:

[Procurement@MarionCountyFL.org](mailto:Procurement@MarionCountyFL.org) and

[Alphonso.Gordon@MarionCountyFL.org](mailto:Alphonso.Gordon@MarionCountyFL.org)

Person Designated for Notices: Respectfully, see above.

**FOR INTERNAL CENTURYLINK REFERENCE**

Contract ID(s) of Agreement being amended: 2193640



**AMENDMENT TO  
CENTURYLINK MASTER SERVICE AGREEMENT  
STATE, LOCAL AND EDUCATION GOVERNMENT AGENCIES VERSION  
CENTURYLINK® DOMESTIC NETWORK DIVERSITY®  
SERVICE EXHIBIT**

**1. General; Definitions.** This Service Exhibit is applicable only where Customer orders Domestic Network Diversity (the "Service" or "Diversity") for underlying services in the continental United States and incorporates the terms of the Master Service Agreement or other service agreement and RSS, under which CenturyLink provides services to Customer (the "Agreement"). CenturyLink may subcontract any or all of the work to be performed under this Service Schedule. All capitalized terms that are used but not defined in this Service Exhibit are defined in the Agreement or Order. Customer may submit requests for Service in a form designated by CenturyLink ("Order").

"Card Diversity" means the secondary or diverse circuit that originates and/or terminates onto a separate card on the same device within the same CenturyLink POP as the primary circuit.

"CenturyLink Domestic Network" means the CenturyLink network located within the contiguous U.S., Alaska and Hawaii, which is comprised only of physical media, switches, including switches, circuits, and ports that are operated by CenturyLink.

"Dedicated IP Access" means a special access local loop connection, from the Customer premises to an IP POP ("POP").

"Device Diversity" means the secondary or diverse circuit that originates and/or terminates in a separate aggregation device (such as routers, switches, NID) within the same IP POP as the primary service.

"ELA" or "Ethernet Local Access" means CenturyLink Provided Access using Ethernet over SONET technology and is available at bandwidths varying from 1 Mbps to 1,000 Mbps (1Gbps).

"IP POP" is a CenturyLink POP where IP edge routers are located on the CenturyLink Domestic Network and IQ Networking Service is available.

"IP POP Diversity" means the diverse circuit that originates and/or terminates in a physically separate IP POP from the primary circuit.

"CenturyLink POP" means a point of presence ("POP") on the CenturyLink Domestic Network.

"Pricing Attachment" means a document containing rates specific to the Service and is incorporated by reference and made a part of this Service Exhibit.

"Single Circuit Diversity" unless otherwise stated in this Service Exhibit, means an individual circuit on the CenturyLink Domestic Network that either: (a) is routed to, or; (b) avoids a specified geographic location along the circuit's path between the originating and terminating CenturyLink transport POP buildings, subject to availability.

"SLA" means the service level agreement specific to the Service, located at <http://www.centurylink.com/legal/>, which is subject to change.

"Special Access" means CenturyLink Provided Access using Digital Signal speeds DS-0, DS-1, and DS-3 or Optical Carrier signal speeds OC-3, OC-12, OC-48, and OC-192.

"Switch Diversity" means the secondary or diverse circuit that originates and/or terminates in a separate CenturyLink switch from the primary circuit. Depending on available network facilities, the circuits may originate and/or terminate at the same or different CenturyLink POP.

"Transport Diversity" means two or more diversely related circuits that are independently routed on the CenturyLink Domestic Network transport systems between the originating and terminating CenturyLink POP buildings, subject to availability. At Customer's request and subject to availability, CenturyLink will provision diversely related Underlying Services from different CenturyLink POP buildings in the originating and/or terminating cities. In some instances, the diverse circuit may share common network facilities, infrastructure, and/or buildings with the primary circuit.

"Underlying Service" means an approved CenturyLink service offering on the CenturyLink Domestic Network that also supports Diversity.

"Wavelength Local Access" means CenturyLink Provided Access using wave division multiplexing technology at bandwidths of 1 GbE, 10 GbE LAN PHY, 2.5 G (OC48), 10 GbE WAN PHY (OC192), 40G, OTU1, OTU2, OTU3, 1G, 2G, 4G and 10G.

**2. Service.**

**2.1 Description.** Diversity is an enhanced routing option that routes an Underlying Service according to either: (a) a Customer-defined routing between two or more diversely related circuit(s); or (b) a predefined path that either routes to or avoids a specified geographic location on the circuit path ("Single Circuit Diversity") according to Customer's requirements, unless otherwise noted below; and (c) identifies and maintains the diversely routed circuit(s) in the CenturyLink provisioning systems, until the Service is cancelled. Diversity does not provide switching and/or routing of Customer's digital transmissions between primary and diversely routed circuits in the event of a failure on any one circuit or port. CenturyLink only offers protection switching, if any, inherent with the Underlying Services. The Diversity options described in this Service Exhibit are subject to availability and technical feasibility. The SLA is effective as of the first day of the second month after initial installation of Service. The SLA provides Customer's sole and exclusive remedy for service interruptions or service deficiencies of any kind whatsoever for the Service. CenturyLink's Underlying Services include: Domestic Private Line Service, EPL, Optical Wavelength, IQ Networking Service (including Internet Ports and Private Ports), ATM Service, Frame Relay Service, Dedicated Domestic Outbound/Inbound Long Distance Service ("Long Distance"), and related Local Access Service. The Underlying Services will, except to the extent modified in this Service Exhibit, be offered pursuant to the terms and conditions of the Agreement, Service Exhibits, and/or RSS applicable to the Underlying Services.



**AMENDMENT TO  
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STATE, LOCAL AND EDUCATION GOVERNMENT AGENCIES VERSION  
CENTURYLINK® DOMESTIC NETWORK DIVERSITY®  
SERVICE EXHIBIT**

**2.2 Diversity Configurations.** Diversity configurations vary based on the Underlying Service. See below for options, subject to available network facilities.

**(a) Domestic Private Line Diversity Service.** Domestic Private Line Diversity Service is offered at circuit speeds of DS-1, DS-3, OC-3, OC-12, and OC-48. CenturyLink does not offer DS-0 and Fractional DS-1 Domestic Private Line Diversity Services. CenturyLink's routing of the diverse Domestic Private Line circuit(s) is based on the route of the designated working path of the circuit(s). Domestic Private Line Diversity Service is offered in the following configurations, but not in combination: Single Circuit Diversity or Transport Diversity. In some instances, the diverse circuit may share common network facilities, infrastructure, and/or buildings with the primary circuit.

**(b) EPL Diversity Service.** EPL Diversity Service is offered at circuit speeds of 50 Mbps, 100 Mbps, 150 Mbps, 500 Mbps, 600 Mbps, and 1000 Mbps. CenturyLink's routing of the diverse EPL circuit(s) is based on the route of the designated working path of the circuit(s). EPL Diversity Service is offered in the following configurations, but not in combination: Single Circuit Diversity or Transport Diversity.

**(c) Optical Wavelength Diversity Service.** Optical Wavelength Diversity Service is offered as an unprotected point-to-point transmission path between an originating and terminating CenturyLink POP at circuit speeds of 1 GbE, 2.5 Gbps and 10 Gbps. Optical Wavelength Diversity Service is offered in the following configurations, but not in combination: Single Circuit Diversity or Transport Diversity.

**(d) IQ Networking Diversity Service.** IQ Networking is offered at circuit speeds of DS-1, IMA (2xDS-1 up to 8xDS-1s), DS-3, OC-3, OC-12, and OC-48 transmission rates. DS-1s within an Nx bundle must all connect to the same POP. IQ Networking Diversity Service is offered in the following configurations but not in combination: IP POP Diversity, Device Diversity, Card Diversity, or Single Circuit Diversity. IQ Networking Single Circuit Diversity on the CenturyLink Domestic Network means a circuit that is routed to a specified IP POP. The secondary or diverse circuit cannot be used to load-balance Customer's traffic. The secondary or diverse circuit may share common network facilities, infrastructure, and/or buildings with the primary circuit.

**(e) ATM/Frame Relay Diversity Service.** ATM Diversity Service is offered at circuit speeds of DS-1, IMA (2xDS-1 up to 8xDS-1s), DS-3, OC-3, and OC-12 and Frame Relay Diversity Service is offered at circuit speeds of DS-1 and DS-3. DS-1s within an Nx bundle must all connect to the same POP. ATM/Frame Relay Diversity is offered in the following configurations, but not in combination: POP Diversity, Switch Diversity, Card Diversity, or Single Circuit Diversity. The diverse circuit may share common network facilities, infrastructure, and/or buildings with the primary circuit.

**(f) Long Distance Diversity Service.** Long Distance Diversity Service is offered at circuit speeds of DS-1, DS-3, OC-3, OC-12, and OC-48. The diverse circuit may share common network facilities, infrastructure, and/or buildings with the primary circuit. Long Distance Diversity Service is offered in the following configurations, but not in combination: Single Circuit Diversity, Switch Diversity, or Card Diversity. Long Distance Single Circuit Diversity on the CenturyLink Domestic Network means a circuit that is routed to a specified CenturyLink voice switch.

**(g) Local Access Diversity Service.** Local Access Diversity Service is an enhancement to Local Access that: (a) routes circuits based on Customer's reasonable routing requirements; and (b) identifies and maintains the Local Access circuits as diversely routed circuits in the CenturyLink provisioning systems. Local Access Diversity Service is offered with: (c) Special Access at circuit speeds of DS-1, 2xDS-1 up to 8xDS-1\*, DS-3, OC-3, OC-12, and OC-48; (d) ELA at bandwidths varying from 1 Mbps to 1000 Mbps (1Gbps); or (e) Wavelength Local Access at 1 Gbps, 2.5 Gbps and 10 Gbps and may include CenturyLink ordering circuits utilizing alternate Central Offices or alternate Serving Wire Centers. DS-1s within an Nx bundle must all connect to the same POP. CenturyLink does not have direct control of the routing, installation, maintenance, performance, etc. of the third party local access facilities ordered on behalf of the Customer.

**2.3 Ordering of Diversity Services.** CenturyLink will notify Customer of acceptance of requested Service in the Order by delivering the date by which CenturyLink will install Service (the "Customer Commit Date"). CenturyLink will use commercially reasonable efforts to install each Service on or before the Customer Commit Date, but the inability of CenturyLink to deliver Service by that date will not be a default under the Agreement.

**2.4 Service Conditions.**

**(a)** CenturyLink will not provide special construction, defined as when construction or build-out is required prior to services, as part of the Service. Any requests for special construction are handled on an individual case basis.

**(b)** Customer understands and agrees that CenturyLink has no visibility into the location of fiber strands, conduits, and other network facilities of other carriers and that CenturyLink will not attempt to identify and/or manage other carrier's facilities as part of the Service. Furthermore, Customer understands and agrees that CenturyLink may rearrange (groom) Customer's circuits in accordance with standard CenturyLink network maintenance activities. If a CenturyLink-initiated network rearrangement removes the Customer's diversity, then CenturyLink will notify Customer to determine alternative Diversity solutions, if any.

**(c)** Customer may experience increased latency on diversely routed circuit(s) due to increased actual routing mileage.



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SERVICE EXHIBIT**

(d) **Single Diverse Circuit Additional Mileage Charges.** If CenturyLink, in its sole discretion, determines that Customer's specified geographic routing criteria on a Single Circuit Diversity request results in excessive additional mileage, CenturyLink may charge Customer actual mileage charges on the Underlying Service.

(e) Customer acknowledges that diverse circuits must have traffic on them for CenturyLink to monitor connectivity.

**3. Term.** The term of this Service Exhibit will begin on the Effective Date of the Agreement (or, if applicable, an amendment to the Agreement if Customer adds this Service Exhibit after the Effective Date of the Agreement) and will continue until the termination of the last Service ordered under this Service Exhibit. Service will automatically terminate on the termination of the Underlying Service.

**4. Charges.** Customer will pay all Diversity charges set forth in a valid quote, Order Form or Pricing Attachment, in addition to the charges for the Underlying Services. If backhaul routing is required to complete Customer's Diversity order for IQ Networking (including Internet Ports and Private Ports), ATM Service, Frame Relay Service, or Long Distance, Customer will pay the backhaul charges for each diversely routed circuit. CenturyLink will deliver written or electronic notice (a "Connection Notice") to Customer when Service is installed, at which time billing will commence ("Service Commencement Date"). The Service is not entitled to the CTA Discount. Additional rates, charges and fees for Service elements not identified in the Agreement are located in the applicable Tariff. "Tariff" includes as applicable: CenturyLink state tariffs, price lists, price schedules, administrative guidelines, catalogs, and rate and term schedules incorporated by this reference and posted at <http://www.centurylink.com/aboutus/legal/tariff-library.html?rid=tariffs>

**5. Other Terms.**

**5.1 General.** Any references to a Revenue Commitment or Contributory Charges will not apply to this Service Exhibit.

**5.2. Cancellation and Termination Charges.** This Section replaces the Cancellation and Termination Charges Section in the Agreement:

(a) **Cancellation.** Customer may cancel an Order (or portion thereof) prior to the delivery of a Connection Notice upon written notice to CenturyLink identifying the affected Order and Service. Cancellation of an Order for Diversity will also cancel the Order for the Underlying Service and any cancellation charges for the Underlying Service will apply.

(b) **Termination.** Either party may terminate Diversity (i) after the delivery of a Connection Notice upon 60 days' prior written notice to the other party, or (ii) for Cause. If Customer terminates Diversity for any reason other than for Cause, or if Diversity is terminated by CenturyLink for Cause, Customer will also terminate the Underlying Service and Customer will pay CenturyLink the termination charge for the Underlying Service in addition to any charges for Diversity incurred but unpaid through the effective date of the termination. "Cause" means the failure of a party to perform a material obligation under the Agreement, which failure is not remedied: (a) for payment defaults by Customer, within five days of separate written notice from CenturyLink of such default; or (b) for any other material breach, within 30 days after written notice (unless a shorter notice period is identified in a Service Attachment). The charges in this Section represent CenturyLink's reasonable liquidated damages and are not a penalty.

(c) If the Agreement is terminated by Customer for any reason other than for Cause, or by CenturyLink for Cause prior to the conclusion of the Term, all Services are deemed terminated, and Customer will pay the applicable termination charges for all Services, in addition to any and all charges that are accrued but unpaid as of the termination date.

**5.3 Installation, Maintenance and Repair.** The following are supplemental terms to the Scheduled Maintenance and Local Access section of the Agreement: (a) Provision of Services is subject to availability of adequate capacity and CenturyLink's acceptance of a complete Order Form and (b) Customer is responsible for any facility or equipment repairs on Customer's side of the demarcation point. Customer may request a technician dispatch for Service problems. Before dispatching a technician, CenturyLink will notify Customer of the dispatch fee. CenturyLink will assess a dispatch fee if it determines the problem is on Customer's side of the demarcation point or was not caused by CenturyLink's facilities or equipment on CenturyLink's side of the demarcation point. "Order Form" includes both order request forms and quotes issued by CenturyLink. If a CenturyLink service requires a quote to validate the Order Form pricing, the quote will take precedence over the order request form, but not over the Service Exhibit.

**5.4 Service Notices.** Notices for disconnection of Service must be submitted to CenturyLink via Email at: [BusinessDisconnects@Centurylink.com](mailto:BusinessDisconnects@Centurylink.com). Notices of non-renewal for Services must be sent via e-mail to: CenturyLink, Attn.: CenturyLink NoRenew, e-mail: [Norenew@centurylink.com](mailto:Norenew@centurylink.com). Notices for billing inquiries/disputes or requests for Service Level credits must be submitted to CenturyLink via Customer's portal at <https://www.centurylink.com/business/login/> or via Email at: [Care.Inquiry@Centurylink.com](mailto:Care.Inquiry@Centurylink.com). All other routine operational notices will be provided by Customer to its CenturyLink sales representative.

**5.5 Acceptable Use Policy and Use of Service.** CenturyLink may also terminate Service for Cause under this Section where Customer's use of the Service: (a) is contrary to the Acceptable Use Policy incorporated by this reference and posted at <http://www.centurylink.com/legal/>, (b) constitutes an impermissible traffic aggregation or Access Arbitrage, (c) avoids Customer's obligation to pay for communication services, and (d) violates the Use of Service terms or compliance terms.



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**5.6 CPNI.** CenturyLink is required by law to treat CPNI confidentially. Customer agrees that CenturyLink may share CPNI within its business operations (e.g., wireless, local, long distance, and broadband services divisions), and with businesses acting on CenturyLink's behalf, to determine if Customer could benefit from the wide variety of CenturyLink products and services, and in its marketing and sales activities. Customer may withdraw its authorization at any time by informing CenturyLink in writing. Customer's decision regarding CenturyLink's use of CPNI will not affect the quality of service CenturyLink provides Customer. "CPNI" means Customer Proprietary Network Information, which includes confidential account, usage, and billing-related information about the quantity, technical configuration, type, destination, location, and amount of use of a customer's telecommunications services. CPNI reflects the telecommunications products, services, and features that a customer subscribes to and the usage of such services, including call detail information appearing in a bill. CPNI does not include a customer's name, address, or telephone number.

**5.7 Conflicts.** If a conflict exists among the provisions of the Service Attachments, the order of priority will be as follows: the Service Exhibit, the RSS or ISS, the general terms of the Agreement, SLA, SOW (if any) and Order Form, as applicable, and then any other documents attached or expressly incorporated into the Agreement. "ISS" means CenturyLink's Information Services Schedule incorporated by this reference and posted at: [http://www.centurylink.com/tariffs/clc\\_info\\_services.pdf](http://www.centurylink.com/tariffs/clc_info_services.pdf). "RSS" means as applicable: CenturyLink's Rates and Services Schedules incorporated by this reference and posted at [http://www.centurylink.com/tariffs/fcc\\_clc\\_ixc\\_rss\\_no\\_10.pdf](http://www.centurylink.com/tariffs/fcc_clc_ixc_rss_no_10.pdf) for CenturyLink's International No.2 RSS and at [http://www.centurylink.com/tariffs/fcc\\_clc\\_ixc\\_rss\\_no\\_10.pdf](http://www.centurylink.com/tariffs/fcc_clc_ixc_rss_no_10.pdf) for CenturyLink's Interstate No. 3 RSS. "Tariff" includes as applicable: CenturyLink state tariffs, price lists, price schedules, administrative guidelines, catalogs, and rate and term schedules incorporated by this reference and posted at <http://www.centurylink.com/aboutus/legal/tariff-library.html?rid=tariffs>.

**5.8 Fees.** Charges for certain Services are subject to (a) a property tax surcharge and (b) a cost recovery fee per month to reimburse CenturyLink for various governmental taxes and surcharges. Such charges are subject to change by CenturyLink and will be applied regardless of whether Customer has delivered a valid tax exemption certificate.

**AMENDMENT TO  
CENTURYLINK MASTER SERVICE AGREEMENT  
STATE, LOCAL AND EDUCATION GOVERNMENT AGENCIES VERSION  
DOMESTIC NETWORK DIVERSITY SERVICES PRICING ATTACHMENT**

This Domestic Network Diversity Service Pricing Attachment ("Pricing Attachment") is appended to, and subject in all respects to, the Master Service Agreement between CenturyLink Communications, LLC and Customer ("Agreement") and the Domestic Network Diversity ("Diversity") Service Exhibit to which this is attached. Except as set forth in this Pricing Attachment, capitalized terms will have the definitions assigned to them in the Agreement or the Domestic Network Diversity Service Exhibit.

**Pricing in this Pricing Attachment is for Diversity-related charges only. The Agreement, Service Exhibit, and/or Services Schedule contain the pricing and terms for the Underlying Service(s).**

**RATES AND CHARGES**

**1. Rates and Charges** - The following rates and charges apply to Domestic Network Diversity Service based on the Underlying Service's circuit speed.

**Diversity Enhancement Monthly Recurring Charges** – Customer will pay only one Diversity Enhancement MRC per end to end circuit (that is with or without diversity on the CenturyLink ordered local access).

Address of Service: **2024 SW 8<sup>th</sup> PL., Ocala FL 34471**

Circuit Type	"Diversity Enhancement MRC"
20 Megabits	\$150 - Waived

**2. CenturyLink IQ Networking Diversity Service Rates**

Check the applicable elements of Diversity Service ordered.

- ☐ IP POP Diversity                      ☒ Device (ROUTER/NID) Diversity  
☐ Card Diversity                         ☐ Single Circuit Diversity

Location: Address and NPA/NXX	Circuit Type	Circuit ID (if available)	Diversity Enhancement MRC	Backhaul MRC	Other Related Local Access Diversity Charges
2024 SW 8 <sup>th</sup> PL., Ocala FL 34471  352/351	IQ Private	TBD	\$50.00	\$0	\$0






# Agreement Document from Lumen

Final Audit Report

2021-08-13

Created:	2021-08-13
By:	Skip Lakey (skip.m.lakey@lumen.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAADzQEVI_ntetS_u7gB7xEWtQ4GucWARIS

## "Agreement Document from Lumen" History

-  Document created by Skip Lakey (skip.m.lakey@lumen.com)  
2021-08-13 - 1:08:18 PM GMT- IP address: 13.110.74.8
-  Document emailed to Steve Arneson (pomdirectorsignature@centurylink.com) for signature  
2021-08-13 - 1:09:33 PM GMT
-  Email viewed by Steve Arneson (pomdirectorsignature@centurylink.com)  
2021-08-13 - 2:03:18 PM GMT- IP address: 155.70.52.165
-  Document e-signed by Steve Arneson (pomdirectorsignature@centurylink.com)  
Signature Date: 2021-08-13 - 2:04:59 PM GMT - Time Source: server- IP address: 155.70.52.165
-  Agreement completed.  
2021-08-13 - 2:04:59 PM GMT





# Marion County

## Board of County Commissioners

### Agenda Item

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**File No.:** 2021-4211

**Agenda Date:** 8/17/2021

**Agenda No.:** 8.5.

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**SUBJECT:**

**Value Adjustment Board - Request Appointment of a Replacement of One (1) Citizen Member for Remainder of the 21/22 Year**

**INITIATOR:**

**Matthew G. Minter, County Attorney**

**DEPARTMENT:**

**Legal**

**DESCRIPTION/BACKGROUND:**

The Board recently re-appointed Mr. Rand Rubin (incumbent) as a citizen member for the 21/22 year. Unfortunately, Mr. Rubin is unable to attend meetings in person due to pandemic concerns. Therefore, another citizen member must be appointed to the Value Adjustment Board (VAB) for the remainder of 21/22 year. The Board typically advertises for vacancies on the VAB; however, their next meeting must be held the first week of September, which will not allow time for re-advertisement for applications prior to the next Board of County Commissioners meeting. Ms. Valerie Dailey, a local realtor, has expressed an interest in being appointed to the VAB.

**BUDGET/IMPACT:**

None

**RECOMMENDED ACTION:**

Motion to appoint Ms. Valerie Dailey to the Value Adjustment Board for the remainder of the 21/22 year.



# Marion County

## Board of County Commissioners

### Agenda Item

**File No.:** 2021-4212

**Agenda Date:** 8/17/2021

**Agenda No.:** 8.6.

**SUBJECT:**

**Request Approval to Adopt a Resolution Relating to Consideration of Private Property Rights in Small-Scale Amendments to the Comprehensive Plan**

**INITIATOR:**

**Matthew G. Minter, County Attorney**

**DEPARTMENT:**

**Legal**

**DESCRIPTION/BACKGROUND:**

House Bill 59 was recently signed into law to amend Chapter 163.3177 Florida Statutes adding a requirement for each local government to adopt a Property Rights Element into their Comprehensive Plan. The intent of this legislation is to ensure that private property rights are considered in local decision making. The required language addresses:

- 1) The right of a property owner to physically possess and control their interests in property, including easements, leases, or mineral rights;
- 2) The right of a property owner to use, maintain, develop, and improve his or her property for personal use or for the use of any other person, subject to state law and local ordinances;
- 3) The right of the property owner to privacy and to exclude others from the property to protect the owner's possessions and property; and
- 4) The right of a property owner to dispose of his or her property through sale or gift.

The Department of Economic Opportunity (DEO) has indicated that no further large-scale comprehensive plan amendments will be processed or reviewed until the Property Rights Element has been adopted into the County's Comprehensive Plan. The County, however, does not transmit small-scale amendments to DEO for their review and pending the amendment of the Comprehensive Plan to add the property rights element, several small-scale amendments may be before the Board for their consideration.

**BUDGET/IMPACT:**

None

**RECOMMENDED ACTION:**

Motion to approve the resolution relating to consideration of private property rights in small-scale amendments to the Comprehensive Plan.

**RESOLUTION NO. 21-\_\_\_\_**

**A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF MARION COUNTY, FLORIDA, PROVIDING FOR THE CONSIDERATION OF PRIVATE PROPERTY RIGHTS IN SMALL-SCALE AMENDMENTS TO COMPLY WITH SECTION 163.3177, FLORIDA STATUTES; PROVIDING FOR CONFLICTS, SEVERABILITY, AND EFFECTIVE DATE.**

**WHEREAS**, the Florida Legislature recently changed statutory provisions of Chapter 163, Florida Statutes effective on July 1, 2021 to ensure that private property rights are considered in local decision-making and requiring the adoption of a Property Rights Element in the Comprehensive Plan; and

**WHEREAS**, the purpose and overall goal for the Property Rights Element is to signify respect for judicially acknowledged and constitutionally protected private property rights, and to ensure that those rights are considered in Marion County’s decision-making concerning land use and zoning matters; and

**WHEREAS**, the Marion County Board of County Commissioners desires to update the Comprehensive Plan consistent with such statutory changes by adopting a “Property Rights Element”; and

**WHEREAS**, Florida Department of Economic Opportunity (DEO), the state’s land planning agency, has indicated the County cannot submit any large-scale amendments for their review unless the County has either previously adopted a Property Rights Protection Element amendment, or at least are submitting such Property Rights Element to DEO at the same time as any other proposed amendment; and

**WHEREAS**, the County does not transmit small-scale amendments to DEO for their review and pending the amendment of the Comprehensive Plan to add the property rights element, several small-scale amendments may be before the Board for their consideration;

**WHEREAS**, the Board desires to consider small-scale amendments prior to the amendment of the Comprehensive Plan;

**SECTION 1: RECITALS.** The above recitals are true, correct and incorporated herein by this reference.

**SECTION 2: PRIVATE PROPERTY RIGHTS.** Prior to the adoption of a private property rights element in the Comprehensive Plan, when considering any small-scale amendments, the following rights shall be considered in decision-making by the Board:



- 1) The right of a property owner to physically possess and control their interests in property, including easements, leases, or mineral rights.
- 2) The right of a property owner to use, maintain, develop, and improve his or her property for personal use or for the use of any other person, subject to state law and local ordinances.
- 3) The right of the property owner to privacy and to exclude others from the property to protect the owner's possessions and property.
- 4) The right of a property owner to dispose of his or her property through sale or gift.

**SECTION 3: SEVERABILITY.** The provisions of this Resolution are severable. If any word, sentence, clause, phrase or provision of this Resolution for any reason is declared by any court of competent jurisdiction to be void, unconstitutional or unenforceable, then all remaining provisions and portions of this Resolution shall remain in full force and effect.

**SECTION 4: CONFLICT.** All Resolutions in conflict with this Resolution are repealed to the extent necessary to give this Resolution full force and effect.

**SECTION 5: EFFECTIVE DATE.** This Resolution shall become effective immediately upon its adoption.

**DULY ADOPTED** by the Board of County Commissioners of Marion County, on this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

BOARD OF COUNTY COMMISSIONERS  
MARION COUNTY, FLORIDA

\_\_\_\_\_  
JEFF GOLD, Chairman

ATTEST:

\_\_\_\_\_  
GREGORY C. HARRELL,  
CLERK