

PUBLIC NOTICE

The Lafayette County Commission will be holding a regular meeting on Monday, August 23, 2021 at 5:30 p.m. The meeting will be held in the County Commissioners Meeting Room, on the second floor at the Lafayette County Courthouse in Mayo, Florida. Listed below is an agenda for the meeting.

By Order Of:



Anthony Adams, Chairman
Lafayette County Commission

BOARD OF ADJUSTMENTS MEETING:

1. Open the Board of Adjustments meeting.
2. Invocation and pledge to the flag.
3. Consider Resolution No. BA V 21-02 for James and Sonia Squires for approval.
4. Adjourn the Board of Adjustments meeting.

BOARD OF COUNTY COMMISSIONERS MEETING:

1. Open the Board of County Commissioners meeting.
2. Approve the minutes.
3. Requests and comments from the community.
4. Department Heads:
 - A) Marcus Calhoun – Maintenance.
 - B) Scott Sadler – Public Works.
 - C) Garret Land – Building/Zoning.
 - 1) Discuss the last item on the Fee Proposal for the Building Department that was continued from the last meeting.
 - D) Marty Tompkins – EMS.
 - E) Shawn Jackson – Extension Office.
5. Approve the SHIP Annual Report.
6. Approve an Agreement with CiviTek National, Inc. for payment services for the Lafayette County Building Department.
7. Approve an agreement with Anderson Columbia Co., Inc. for the CR 354 SCRAP Improvement project.
8. Discuss the implications of the COVID-19 declaration.
9. Leenette McMillan-Fredriksson – various items.
10. Approve the bills.
11. Other Business.

12. Future agenda items.
13. Adjourn.

All members of the public are welcome to attend. Notice is further hereby given, pursuant Florida Statute 286.0105, that any person or persons deciding to appeal any matter considered at this public hearing will need a record of the hearing and may need to ensure that a verbatim record of the proceeding is made which record includes the testimony and evidence upon which the appeal is to be based.

Persons with disabilities requesting reasonable accommodations to participate in this proceeding should contact (386) 294-1600 or via Florida Relay Service at (800) 955-8771. See www.lafayetteclerk.com for updates and amendments to the agenda.

RESOLUTION NO. BA V 21-02

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF LAFAYETTE COUNTY, FLORIDA, SERVING AS THE BOARD OF ADJUSTMENT OF LAFAYETTE COUNTY, FLORIDA, GRANTING A VARIANCE AS AUTHORIZED UNDER SECTION 3.2 THE LAFAYETTE COUNTY LAND DEVELOPMENT REGULATIONS, AS AMENDED; PROVIDING FOR A VARIANCE AS PROVIDED FOR IN SECTION 4.4.7 OF THE LAND DEVELOPMENT REGULATIONS TO ALLOW A DECREASE OF THE SIDE YARD SETBACK FROM 50 FEET TO 18 FEET WITHIN THE AGRICULTURE-3 (A3) ZONING DISTRICT ON CERTAIN LANDS WITHIN THE UNINCORPORATED AREA OF LAFAYETTE COUNTY, FLORIDA; REPEALING RESOLUTIONS IN CONFLICT; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the Lafayette County Land Development Regulations, hereinafter referred to as the Land Development Regulations, empowers the Board of County Commissioners of Lafayette County, Florida, serving as the Board of Adjustment of Lafayette County, Florida, hereinafter referred to as the Board of County Commissioners, serving as the Board of Adjustment, to grant or deny variances as authorized under Section 3.2 of the Land Development Regulations;

WHEREAS, a petition for a variance, as described below, has been filed with the County;

WHEREAS, pursuant to the Land Development Regulations, the Board of County Commissioners, serving as the Board of Adjustment, held the required public hearing, with public notice having been provided, on said petition for a variance, as described below, and considered all comments received during said public hearing and the Concurrency Management Assessment concerning said petition for a variance, as described below;

WHEREAS, the Board of County Commissioners, serving as the Board of Adjustment, has found that they are empowered under Section 3.2 of the Land Development Regulations to grant or deny a variance, as described below;

WHEREAS, the Board of County Commissioners, serving as the Board of Adjustment, has determined and found that the granting of said petition for a variance, as described below, would promote the public health, safety, morals, order, comfort, convenience, appearance, prosperity or general welfare;

WHEREAS, the Board of County Commissioners, serving as the Board of Adjustment, has determined and found that:

- a. Special conditions and circumstances exist which are peculiar to the land, structure, or building involved and which are not applicable to other lands, structures, or buildings in the same zoning district;
- b. Such special conditions and circumstances do not result from the actions of the applicant;
- c. Granting the variance requested will not confer on the applicant a special privilege that is denied by the land development regulations to other lands, buildings or structures in the same zoning district;
- d. Literal interpretation of the provisions of the land development regulations would deprive the applicant of rights commonly enjoyed by other properties in the same zoning district under the terms of the land development regulations and would work unnecessary and undue hardship on the applicant;
- e. The variance granted is the minimum variance that will make possible the reasonable use of the land, building or structure; and

- f. Granting of the variance will be in harmony with the general intent and purpose of the land development regulations, and such variance will not be injurious to the area involved or otherwise detrimental to the public welfare.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF LAFAYETTE COUNTY, FLORIDA, SERVING AS THE BOARD OF ADJUSTMENT OF LAFAYETTE COUNTY, FLORIDA, THAT:

Section 1. Pursuant to a petition, V 21-02, by James and Sonia Squires., requesting a variance be granted to the requirements of Section 4.4.7 of the Land Development Regulations, the Board of County Commissioners, serving as the Board of Adjustment, hereby grants a variance to allow a decrease of the side yard setback from 50 feet to 18 feet in an Agriculture-3 (A-3) zoning district, in accordance with a site plan submitted as part of a petition dated July 26, 2021, to be located on property described, as follows:

Parcel No. 08-06-13-0077-0000-00140

A parcel of land lying within Section 13, Township 06 South, Range 08 , Lafayette County, Florida. Being more particularly described, as follows: LEG 0002.08 ACRES LOTS 14 & 71 THE LANDING AT CYPRESS POINT FIRST ADDITION PB A P. 99-102 PUBLIC RECORDS LAFAYETTE CO. FL. OR BK 87 P. 399; OR BK 168 P. 381.

Containing 1.08 acre, more or less.

Section 2. All resolutions in conflict with this resolution are hereby repealed to the extent of such conflict.

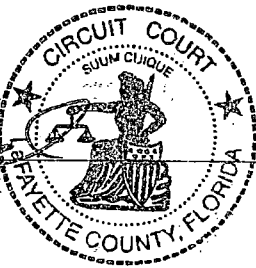
Section 3. This resolution shall become effective upon adoption.

PASSED AND DULY ADOPTED in regular session with a quorum present and voting, by the Board of County Commissioners, serving as the Board of Adjustment, this 23rd day of August 2021.

BOARD OF COUNTY COMMISSIONERS OF
LAFAYETTE COUNTY, FLORIDA,
SERVING AS THE
BOARD OF ADJUSTMENT OF
LAFAYETTE COUNTY, FLORIDA

Attest:

Steve Land
Steve Land, County Clerk




Anthony Adams
Anthony Adams, Chair

State Housing Initiatives Partnership (S.H.I.P.) Program
Annual Report and Local Housing Incentives Certification

On behalf of Lafayette County, I hereby certify that:

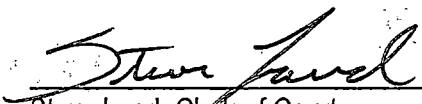
1. The Annual Report information submitted electronically to Florida Housing Finance Corporation is true and accurate for the close-out year 2018 / 2019 and interim year 2019 / 2020.
2. The local housing incentives or local housing incentive plan have been implemented or are in the process of being implemented. Including at a minimum:
 - a. Permits as defined in s.163.3164 (15) and (16) for affordable housing projects are expedited to a greater degree than other projects; and
 - b. There is an ongoing process for review of local policies, ordinances, regulations, and plan provisions that increase the cost of housing prior to their adoption.
3. The cumulative cost per newly constructed housing per housing unit from these actions is estimated to be **\$0.00**.
4. The cumulative cost per rehabilitated housing per housing unit from these actions is estimated to be **\$0.00**.

Staff member responsible for submitted annual report to FHFC: Stephanie Barrington, SHIP Director, Suwannee River Economic Council, Inc.



 Anthony Adams, Chairman
 Lafayette County Board of County Commission.

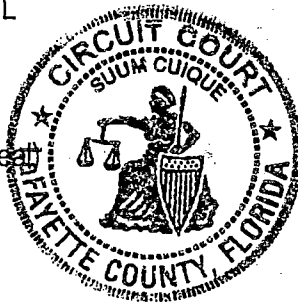
8/23/21
Date



 Steve Land, Clerk of Court
 Lafayette County, FL

8/23/21
Date

ATTEST (County Seal)



420.9075 (10) Each county or eligible municipality shall submit to the corporation by September 15 of each year a report of its affordable housing programs and accomplishments through June 30 immediately preceding submittal of the report. The report shall be certified as accurate and complete by the local government's chief elected official or his or her designee, certifies that the local housing incentive strategies, or, if applicable, the local housing incentive plan, have been implemented or are in the process of being implemented pursuant to the adopted schedule for implementation.



Payment and Technology Services Agreement

This Payment and Technology Services Agreement ("Agreement") is made and entered into by and between Civitek National, Inc., ("CNI"), a Florida corporation located at 3544 Maclay Blvd. S., Tallahassee, FL 32312, and Lafayette County BOCC ("Client"), a County governmental entity, located at 120 West Main Street, Mayo, FL 32066. CNI and the Client each may also be referred to as a "Party" or collectively the "Parties."

RECITALS

WHEREAS Client seeks to provide its customers with the ability to pay obligations owed to the Client using various payment methods. CNI is engaged in providing technology programs and services to states, cities, counties, and other governmental agencies and their constituents. Client wishes to offer to its customers the technology and payment services facilitated by CNI.

WHEREAS CNI agrees to provide to Client the services listed on the Service Orders, under the terms and conditions agreed to in this Agreement and any other applicable Exhibits or Service Orders attached hereto, as amended by mutual written agreement from time to time (the "Services") to enable Client's customers to remit amounts owed to Client.

NOW, THEREFORE, in consideration of the mutual promises, covenants, and agreements contained herein, the parties agree as follows:

TERMS AND CONDITIONS

1. **Term.** The term of this Agreement shall One (1) year from the Effective Date described below (the "Initial Term"). This Agreement shall automatically renew from year to year thereafter (each a "Renewal Term") unless terminated by written notice by one party to the other party as provided in Section 16 and Section 17 below.
2. **Effective Date.** This Payment and Technology Services Agreement (the "Agreement") shall be effective as of: August 30, 2021 ("Effective Date").
3. **Services.**
 - a. **Payment Services.** CNI will provide payment processing services through FACC Services Group, L.L.C., d/b/a Civitek ("Civitek") and Civitek's associated websites and payment services or through such other mechanisms as Civitek may make available from time-to-time, by which customers of Client may make payments to Client. Civitek, operating as a payment processor, agrees to provide a payment transmitting solution to process payments owed to Client by Senders via credit card, debit card, electronic check, automatic draft, automated clearing house ("ACH") payments, or such other payment methods as Civitek makes available and Client agrees to accept from time-to-time. Civitek agrees to process and settle payments ("Payments") from Client's customers and send corresponding amounts and payment information to the Client, as specified in this Agreement. Persons desiring to make a Payment using the Service may be referred to as "Sender." Both CNI and Civitek will at all times provide payment processing services as agents for and on behalf of the payee Client.

- b. **Technology Services.** CNI will provide the various technology services selected by Client under the terms set forth in this Agreement. In the event of a conflict between the terms of this Agreement and a Service Order as to the technology services provided by CNI, the terms of the Service Order will control.
- c. **PayNowLink Service.** The PayNowLink Service is an optional service that provides the capability for Client's customers to make online payments for the Client's provided services within a single jurisdiction. If Client elects to participate in PayNowLink Service, CNI will establish and maintain a web interface, payment portal, and reporting capability regarding Client's customer payments for use by the Client for PayNowLink Service, and Client agrees that the terms specified in this Agreement shall apply to its participation in PayNowLink Service in addition to other relevant terms of this Agreement.

If CNI is to provide the PayNowLink Service to Client, the word YES must appear here:

YES

- d. **PayPoint EMV Payment Card Reader Service.** The PayPoint EMV Payment Card Reader Service is an optional service that provides the capability for Client's customers to make in-person, over-the-counter payments with card readers equipped with EMV (meaning Europay, MasterCard, and Visa) chip technologies designed and implemented by credit and debit card payment processors to facilitate the reduction of payment card fraud at over-the-counter locations. If Client elects to participate in the PayPoint EMV Card Reader Service, CNI will provide Client with EMV payment card reader terminals and Client agrees to accept, deploy, and use the EMV payment card reader terminals in accordance with the terms and conditions herein.
- i. Client shall accept, deploy, and use any PayPoint EMV payment card reader terminals ("EMV terminals") in accordance with the following terms and conditions:
- A. All EMV terminals provided by CNI to Client shall remain the property of CiviTek. The provision of EMV terminals by CNI to Client shall be considered a bailment and not a purchase or lease. Therefore, Client shall not acquire title or other ownership rights in the EMV terminals provided by CNI.
 - B. The Governmental Entity shall complete a Customer Information form ("Form") provided by CNI. If based upon the information in the Form, the Governmental Entity indicates it will process less than \$120,000 in throughput by any method in any year while this Agreement is in force, the Governmental Entity shall be charged a one-time up-front fee of \$300 per EMV terminal.
 - C. The EMV terminal models and accompanying accessories or hardware provided by CNI are listed in an Attachment to this Agreement. Should Governmental Agency wish to acquire from CNI any EMV terminal-related services, accessories, or hardware over and above what is available with the initial terminal installation, Governmental Agency may do so at a per-item cost as listed on the Attachment.
 - D. CNI monitors all EMV terminals provided to Client and maintains the EMV terminal inventory by location for all EMV terminals it controls under this Agreement. If any EMV terminal provided to Client is idle or inactive for thirty (30) days or more, the CiviTek Service Desk will contact the Client to discuss if the EMV terminal is still needed. CNI may then require an EMV terminal that is inactive or idle for more than thirty (30) days to be returned to CNI within five business days so that CNI may repurpose that EMV terminal.
 - E. If the EMV terminal requires hardware, firmware, or software upgrades, or equipment replacement, Client agrees to permit CNI both physical and electronic access to such EMV terminals.
 - F. The life cycle of EMV terminals shall be monitored by the CiviTek Service Desk. Client will be provided periodic information regarding the life cycle of individual EMV terminals.
 - G. Upon the termination or cancellation of the Agreement, Client agrees to return to CNI all EMV terminals and related hardware not included with the EMV terminal within ten business days of the date of termination or cancellation of the Agreement.
 - H. Client agrees to handle data and other information generated from financial transactions ("Data") according to Payment Card Industry Data Security Standards (PCI-DSS), if applicable, or by using secure standard financial industry practices for credit card

merchants, if the PCI-DSS is not applicable. The PCI-DSS may be found at the following link: https://www.pcisecuritystandards.org/security_standards/index.php.

I. Both parties will comply with all laws relating to the collection, use, storage, protection, and breach of Data. Each party shall give immediate notice to the other party of any actual or suspected unauthorized disclosure of, access to or other breaches of the Data. The parties agree that Client is entirely responsible for Data generated by the EMV terminals provided to Client under this Agreement. Subject to the indemnification provision of this Agreement, Client will indemnify CNI, to the extent permitted by law, for a violation of this Section. This Section and its indemnity provisions will survive the termination or cancellation of the Agreement.

J. Upon the written request of Client, CNI will provide PCI Awareness training to Client to assist with Data protection and PCI-DSS Compliance.

If CNI is to provide the PayPoint EMV Payment Card Reader Service to Client, the word YES must appear here: YES

- e. **TelePayIVR Service.** The TelePayIVR Service is an optional service that provides the capability for Client's customers to make payments for the Client's provided services through an interactive voice response system. If Client elects to participate in the TelePayIVR Service, CNI will establish and maintain the appropriate interface, payment portal, and reporting capability regarding Client's customer payments for use by the Client for the TelePayIVR Service, and Client agrees that the terms specified in this Agreement shall apply to its participation in IVR Service in addition to other relevant terms of this Agreement.

If CNI is to provide the TelePayIVR Service to Client, the word YES must appear here: NO

- f. **Subcontractor Services.** Client may elect to provide its customers with the ability to pay amounts due by credit card, debit card, or cash at free-standing payment kiosks, retail locations, or other payment channels ("**Subcontractor Services**") established, operated, and maintained by a vendor contracted by CNI ("**Subcontractor**"). Client authorizes the Subcontractor to accept payments and deliver funds to Client's designated bank account through the payment channels identified in the Service Order.
- i. **Performance.** CNI shall ensure that the Subcontractor complies with the requirements of this Agreement and that Client will receive the benefit of Subcontractor's performance of the Subcontractor Services to the same extent that Client would if CNI were performing these Subcontractor Services directly.
 - ii. **CNI Authorization.** Client acknowledges and agrees that in addition to other payment methods which may be accepted through the Subcontractor, individuals may initiate credit card, debit card, electronic check, and ACH payments to Client through other payment processing services provided by CNI. These payment processing services will transmit payment card, electronic check, or ACH request data to CNI, which will be solely responsible for authorizing, processing, and settling such payments to Client, pursuant to all relevant terms and conditions of this Agreement.
- g. **Optional Services Provided After this Agreement.** After this Agreement is signed by all parties, if Client desires for CNI to provide one or all of the optional services described in this Section 3, Client shall provide CNI with a written request for the optional service or services. Upon acceptance by CNI of such request by Client, CNI shall provide, and Client shall use the service or services subject to the terms and conditions of this Agreement. The written request from Client shall be incorporated into and become a part of this Agreement.

4. Client Responsibilities.

- a. Client will maintain accounts documenting amounts owed to the Client by each Sender and amounts received by Client in satisfaction of Sender's obligations to Client ("**Services Account**").

- b. Client is solely responsible for the accuracy and completeness of data as it resides in Client's database and, as it is delivered by Client to CNI or its Subcontractors and any consequences resulting therefrom to any person or entity, except as otherwise limited by this Agreement. CNI and its Subcontractors shall not be liable for errors or omissions of data provided by Client or any third parties.
- c. Client will instruct individuals who desire to utilize the Services to provide CNI with the information required for CNI to process the Payment, including the following for each Payment:
 - i. The Client as a payee.
 - ii. The Client's receive code (or such other information to identify the Client and/or the transaction).
 - iii. The account number with the Client to which the Payment is to be credited; and
 - iv. The amount of the Payment ("Payment Amount") plus CNI's applicable Fee.
- d. Client is solely responsible for notifying CNI of any changes to the information for the bank account to which settlement proceeds for Payments will be disbursed by CNI ("Designated Account"). Client is solely responsible for all fees and costs associated with its Designated Account.

5. CNI Responsibilities.

a. Transaction Processing/Settlement.

- i. CNI is responsible for authorizing, processing, and settling all Payments to the Designated Account. CNI will submit Payments for processing to the appropriate payment network. If required by federal or state law, CNI will hold appropriate federal and state licenses for its activities as a money services business or money transmitter and will be the "merchant of record" in the payment network for the Payment transaction.
 - ii. No later than the Banking Day following receipt by CNI of settlement proceeds for a Payment from the applicable payment network, CNI will initiate an ACH credit in the Payment Amount to the Client's Designated Account. A "Banking Day" means a day when nationally chartered banks are generally open to the public for business, excluding Saturday, Sunday, or a federal legal holiday. Remittance details will be received by Client simultaneously with the funds.
 - iii. CNI will provide settlement to Client no later than each Banking Day, such that the payment and credit records are deposited into the designated Client bank account(s) no later than two (2) Banking Days after the payment and credit records are identified as Client funds unless Client and CNI have made prior arrangements for settlement.
 - iv. CNI is responsible for funds received for payments on behalf of the Client until deposited to the designated Client bank account(s). Funds collected by CNI shall be deemed to be held in trust by CNI until deposited in the Client's bank account.
 - v. The Parties acknowledge that CNI is not responsible for any delays in receipt of funds or errors in Designated Account entries caused by third parties, including delays or errors by the payment card brands or Client's bank.
- b. **Payment Receipt and Notification.** Upon receipt of settlement proceeds for a Payment, CNI will record the transaction. CNI will provide notification to the Sender of such Transaction, with language that clearly indicates that the payor will receive a credit to his/her Services Account when funds are received and properly identified by Client.
- c. **Reporting.** In the event the Client has been set up with access to CNI's standard reporting and notification tool, CNI will provide notification to the Client of such transaction through a secure website identified by CNI. The Client will be provided access to such a website to review the Payments received.
- d. **Customer Support.** CNI agrees to provide customer service for issues specific to the Services offered through the website or other customer interfaces provided by CNI. Client agrees to provide customer service for issues related to the underlying obligation to the Client, Services Account

status, and payments received by Client. Client will provide CNI with contact information which will be displayed in the customer interface for the Services for customers to contact Client.

6. **Complaints.** CNI is responsible for responding to and resolving all claims, inquiries, or complaints arising out of the acceptance of Payments from Senders and remittance of Payment Amounts to the Client. Client is responsible for responding to and resolving all claims, inquiries or complaints arising out of the crediting of the Payment Amount to the Services Account. The Parties agree to cooperate with each other in resolving complaints, to the extent necessary, with each party to bear its own costs.
7. **Marketing.** CNI and the Client agree to work with each other on marketing initiatives to support the Services in cases where the Client's office or testimonial is used. CNI and Client agree that these materials representing, promoting, or referring to the Services will not be utilized or distributed until approved in writing by both Parties, for which approval will not be unreasonably withheld.
8. **Training.** CNI and the Client agree to work together to develop an appropriate report and account management training program.
9. **Payment Authorization.** Client authorizes CNI or its designee to initiate one or more ACH debit or credit entries (each an "Entry") to the Designated Account at any time to pay amounts due and owing between the Parties, and to credit or debit such account, as applicable, in accordance with applicable law and the Rules and Operating Guidelines of the National Automated Clearing House Association ("NACHA") as amended, modified or supplemented from time to time. This authorization shall remain in force and effect until CNI has received written notification from the Client of its termination in such time and manner as to afford CNI a reasonable opportunity to act on it; provided, however, that the Client agrees to maintain this authorization during the Term and for such time thereafter as necessary to process the payment of fees that are due and owing after the termination of this Agreement, including during any period in which there is a dispute between the Client and CNI concerning any fees or amounts that may be due from CNI to the Client or the Client to CNI. In the case of any overpayment, duplicate payment, or incorrect payment transmission by CNI to the Client, the Client authorizes CNI to initiate drafts via ACH against the Designated Account and authorizes the bank at which the Designated Account is located to debit or credit the Account in the amount of the adjustment. The Client agrees to complete and execute any and all documents as such bank may require to establish and maintain this authorization.

10. Service Fees; Expenses.

a. *CNI Service Fee.*

i. CNI shall be entitled to collect 3.5% of the Payment Amount per transaction initiated from Sender to perform the CNI Services under this Agreement if the Payment is made with a payment card, and \$5.00 per transaction initiated from Sender if Payment is made by automatic draft or electronic check (together, the "CNI Service Fee"). The amount of the CNI Service Fee is subject to change at any time, and such change shall be effective after thirty (30) days prior written notice of the change is provided to Client. No change to a Service Fee is valid unless such written notice of the change is provided, and the Client may, at any time, terminate this Agreement at no cost or penalty to the Client within thirty (30) days of receiving written notice of a change to the CNI Service Fee.

ii. Client acknowledges that the Client is not entitled to any portion of the CNI Service Fee. As between CNI and Client, each Party shall bear its own expenses in implementing the CNI Services under this Agreement.

b. *Subcontractor Service Fee.*

i. If the Client elects to participate in Subcontractor Services, Client authorizes CNI or its Subcontractor to charge Sender a Subcontractor Service Fee for payments accepted through all payment channels provided by Subcontractor. No increase of Subcontractor Service Fees will take place without at least thirty (30) days prior written notice to Client, and the Client may terminate this Agreement at no penalty or cost to the Client within thirty (30) days of receiving such notice.

ii. Client acknowledges that the Client is not entitled to any portion of such Subcontractor Service Fee. In addition, the CNI Service Fee described above will be charged for payment card and electronic check payments accepted through Subcontractor Payment Channels. The collection of any

Subcontractor Service Fees or CNI Service Fees accepted through Subcontractor Payment Channels shall be made in accordance with the provisions of Section 10.a.i. of this Agreement.

c. The CNI Service Fee and the Subcontractor Service Fee are collectively described in this Agreement as the "Service Fee."

11. Refunds/Chargebacks.

- a. The Parties acknowledge that once a transaction is submitted by a Sender for processing to the applicable payment network, CNI cannot cancel or change the transaction. Except to the extent required by applicable law, payments processed by CNI are non-refundable to the Sender by CNI. A Sender (as defined in Section 3.a. above) may have additional refund or chargeback rights under the Sender's agreement with his/her card issuer or applicable law.
- b. In the case of chargebacks or returned funds, CNI will be responsible for pursuing the chargeback, if appropriate in CNI's sole discretion. Upon written request from CNI, Client agrees it will provide the requested information needed to pursue the chargeback.
- c. If a Sender requests a refund of the funds, CNI will not be responsible for making those funds available if they have been already settled to a Designated Account by CNI or are beyond CNI's control and are in the process of being deposited into a Designated Account by a third party. In the event Client and the Sender issue contradictory instructions or requests to CNI, Client's instructions will prevail, and Client will indemnify and hold CNI harmless from any and all losses, costs, and expenses (including reasonable attorneys' fees) as a result of complying with Client's instructions.
- d. Refunds may be processed the same day or later. If processed later, CNI will bill the Client for the amount of the transaction, as CNI is the merchant of record and, in accordance with Section 5.a.iii. above, provides settlement to the Client daily.

12. **Right of Set-Off.** The Client, as partial security for its payment obligations to CNI, hereby grants to CNI the right of set-off against any amounts of money or sums from time to time on deposit with, owing to, or standing to the credit of the Client on the books of CNI. If when or after receiving funds from the Sender, a chargeback occurs and the funds have already been settled to the Designated Account by CNI or the funds are beyond CNI's control and are in the process of being deposited into a Designated Account by a third party, then Client hereby authorizes CNI to set-off those funds against the next remittance to Client or, if there are no further remittances due, Client will immediately refund the funds to CNI to cover the chargeback. This right of set-off is a safety measure for CNI so that in the event CNI should need to recover funds related to this Agreement from the Client, there is authorization in this Agreement to do so.

13. Representations and Warranties.

- a. **Client's Representations and Warranties.** Client represents and warrants to CNI that the following are true and correct, and will remain true and correct, during the Term:
 - i. Client will comply (and will cause its employees, agents, and subcontractors to comply) with all applicable federal, state, and local laws and regulations applicable to it including, including, but not limited to, the Fair Debt Collection Practices Act or any other applicable collections, telemarketing, or consumer protection laws to which the Client may be subject.
 - ii. The entering into this Agreement is not a breach of any other agreement entered into by the Client.
 - iii. The individual signing below on behalf of the Client has the necessary authority to execute this Agreement.
 - iv. Any information supplied outside of this Agreement to CNI for CNI's use in implementing this Agreement or carrying out CNI's responsibilities under this Agreement is true and correct and does not omit any material information.
 - v. The amount being paid by the Sender to the Services Account represents bona fide amounts due to and to be paid through Client and not previously submitted.

- vi. The Client is not providing a service that violates federal, state, or local law in any jurisdiction that may be applicable; and
 - vii. The Client will credit each Sender's Payment on the Client's books promptly after the Client is notified of the Payment.
- b. **CNI Representations and Warranties.** CNI represents and warrants to Client that the following are true and correct, and will remain true and correct, during the Term:
- i. CNI shall comply with all applicable federal, state, and local laws and regulations applicable to it including, but not limited to, the Electronic Fund Transfer Act/Regulation E, Truth in Lending Act/Regulation Z, and the Gramm-Leach-Bliley Act.
 - ii. To the extent applicable to CNI, CNI shall comply with the requirements of Section 448.095(2), Florida Statutes, by using the E-Verify system to verify the work authorization status of newly hired employees of CNI.
 - iii. CNI maintains or will obtain all government licenses, registrations, authorizations, consents, and approvals currently required to carry on its business as now conducted and as proposed to be conducted in accordance with this Agreement, including but not limited to any currently required federal or state money transmitter or money services business licenses or registrations.
 - iv. CNI shall comply with the applicable card associations' current operating rules and regulations (e.g., MasterCard, Discover, and American Express), including the Payment Card Industry Data Security Standards (PCI DSS).

14. Indemnification. To the extent permitted by applicable law, each Party (the "Indemnifying Party") agrees to reimburse, indemnify and hold harmless the other Party (the "Indemnified Party") and its subsidiaries and affiliates, and its and their respective directors, officers, members, managers, employees, agents, affiliates, successors and assigns from and against all losses, claims, damages, actions, suits, proceedings or judgments, including costs, expenses and reasonable attorneys' fees ("Liabilities") assessed against or otherwise incurred by the Indemnified Party arising, in whole or in part, from claims by a third party regarding the Indemnifying Party's: (a) breach of any representation or warranty by Indemnifying Party under this Agreement; (b) violation of any applicable laws, rules, regulations or ordinances by the Indemnifying Party; or (c) unauthorized use or disclosure of Confidential Information in violation of this Agreement. The indemnification provided for in this Section does not apply to any claim or complaint to the extent it is caused by a Party's own negligence or willful misconduct. The indemnification provided in this Section survives the termination of this Agreement.

15. Limitation of Liability; No Other Warranty. OTHER THAN CNI'S OBLIGATION TO PAY CLIENT ANY FUNDS RECEIVED FROM SENDERS, AND SUBJECT TO ANY LIMITATIONS ON LIABILITY APPLICABLE TO CLIENT AS A GOVERNMENTAL ENTITY OR AGENCY OF STATE GOVERNMENT, IN NO EVENT SHALL CNI'S AGGREGATE LIABILITY IN TOTAL FOR ALL CLAIMS ARISING FROM OR RELATING TO THIS AGREEMENT EXCEED THE AMOUNT OF SERVICE FEES PAID TO CNI FOR PAYMENTS DURING THE THREE (3) MONTHS IMMEDIATELY PRECEDING THE MONTH IN WHICH THE CLAIM AROSE. THE FOREGOING LIMITATION APPLIES REGARDLESS OF THE NATURE OF THE CLAIM OR THE FORM OF THE ACTION EMPLOYED, WHETHER IN CONTRACT, WARRANTY, TORT OR OTHERWISE.

IN NO EVENT WILL CNI BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOST INCOME OR LOST REVENUE WHETHER BASED IN CONTRACT, TORT, OR ANY OTHER THEORY.

THE SERVICES ARE PROVIDED "AS IS," EXCEPT AS EXPRESSLY STATED IN THIS AGREEMENT, NEITHER PARTY MAKES, AND EACH PARTY EXPRESSLY DISCLAIMS, ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OF THIRD-PARTY RIGHTS, OR IMPLIED WARRANTIES ARISING FROM THE COURSE OF DEALING OR COURSE OF PERFORMANCE.

16. Termination.

- a. This Agreement may be immediately terminated by either Party, in its sole discretion: (i) in the event the other Party has not cured a breach of this Agreement within (30) days of written notice of such purported breach from the non-terminating Party; or (ii) for its convenience at any time upon at least thirty (30) days written notice to the other Party.
- b. CNI may immediately terminate or suspend this Agreement or a specific Service, in its sole discretion, at any time upon written notice to Client as a result of any of the following events:
 - i. If any information provided by Client in connection with this Agreement is inaccurate, incomplete, or misleading.
 - ii. This Agreement would cause CNI to be out of compliance with regulatory requirements, or upon a request to terminate from CNI's regulators.
 - iii. Voluntary or involuntary bankruptcy or insolvency proceeding involving Client or an associated governmental body, or CNI deems Client or the associated governmental body to be financially insecure.
 - iv. Client or any customer of Client is utilizing or attempting to utilize the Services (a) for a purpose which violates applicable laws, regulations, ordinances, or regulatory guidance, or CNI's policies; or (b) for payment to an entity other than the Client.

17. Obligations Upon Termination. Termination of the Agreement does not affect either Party's respective rights or obligations under this Agreement as to any Payment transaction submitted for processing prior to the date of termination. Notwithstanding any termination of this Agreement:

- a. Client shall continue to be responsible for any and all fees, chargebacks or returns, or incurred pursuant to this Agreement.
- b. CNI may estimate the amounts of chargebacks or returns and other obligations, liabilities, or expenses that it reasonably anticipates subsequent to termination, and Client agrees to remit to CNI all such amounts within fourteen (14) days from the date of termination.
- c. Any property furnished by CNI to the Client remains the sole property of CNI, and Client agrees to promptly return any equipment, display material, or other property furnished to Client by CNI after termination.
- d. CNI agrees to remit to the Client any and all monies owed to Client under the Agreement within seven (7) days from the date of termination in accordance with the processes set forth under this Agreement.
- e. If at any time subsequent to termination, CNI discovers that it previously sent erroneous payments to the Client, CNI agrees to promptly notify the Client and provide reasonable documentation.

18. Notice. All notices given under this Agreement must be in writing and personally delivered, mailed first-class or via courier, or e-mailed to the address specified below for CNI or for Client, or such other address as either Party may provide to the other by written notice from time to time. Mailed notices are received two (2) Banking Days after mailed; notice by personal delivery, courier or email considered received when delivered.

To: CiviTek National, Inc.
 3544 Maclay Blvd.
 Tallahassee, FL 32312
 Attn: Lisa Rubes, Contract Manager
 Phone: 850-921-0808
 E-mail: lrubes@flclerks.com

To: Lafayette County Board of County Commissioners
 120 Wets Main Street
 Mayo, Fl. 32066
 Attn: Garrett Land, Building Department
 Phone: (386) 294-3611
 E-mail: lafcoblda@gmail.com

19. Marks and Logos; Press Releases and Public Statements.

- a. Except as otherwise provided in this Agreement, neither Party may use any name, logo, trademark, service mark, or copyrighted material of the other Party without first obtaining the prior written approval of the other Party. Notwithstanding the foregoing, in an effort to assist Senders in making Payments to the Client, CNI may use the Client's name and logo in CNI's materials displayed at physical locations where payments are initiated.
- b. Each Party agrees that it will not make any press release or other public statements or communication regarding the other Party without the prior written consent of the other Party, such consent not to be unreasonably withheld, unless such Party reasonably believes it is required to do so by applicable law or regulation. CNI may issue an initial press release announcing the Client's relationship with CNI within a reasonable period after the Agreement has been executed by the Parties.

20. Confidential Information.

- a. **"Confidential Information"** means nonpublic information revealed by a Party (whether in writing, orally, or by another means) to the other including: (i) information expressly marked or disclosed as confidential, or information which a reasonable person would appreciate as confidential, (ii) information traditionally recognized as proprietary trade secrets, (iii) all forms and types of financial, business, scientific, technical, economic, or engineering information including patterns, plans, compilations, programs, devices, formulas, designs, prototypes, methods, techniques, processes, procedures, programs, or codes, whether tangible or intangible, and whether or how stored, compiled, or memorialized physically, electronically, graphically, photographically, or in writing, which may be identified with the legend "CONFIDENTIAL" and (iv) all copies thereof; **"Disclosing Party"** means a Party that discloses Confidential Information to the Receiving Party; and **"Receiving Party"** means a Party who receives Confidential Information from the Disclosing Party.
- b. The Receiving Party agrees to keep in confidence and use at least the same degree of care it uses to protect its own confidential or proprietary information, Confidential Information. The Receiving Party also agrees not to use such Confidential Information for any purpose except as contemplated by this Agreement without the prior written consent of the Disclosing Party, and not to disclose any Confidential Information received by it from the Disclosing Party to any third party or to any person or person(s) affiliated in any manner with the Receiving Party other than those involved in the relationship with the Disclosing Party.
- c. Both Parties agree: (a) to maintain administrative, technical and physical safeguards to guard the security and integrity of Confidential Information and to implement appropriate information security and disposal measures, which are designed to meet the requirements applicable to the Party under applicable law and this Agreement; (b) to implement written information security and disaster recovery plans; and (c) to comply with all applicable laws and regulations regarding the security, handling, use and disclosure of such Confidential Information.
- d. **Exclusions.** The restrictions set forth in this Section do not apply to any information that: (i) was known by the Receiving Party without obligation of confidentiality prior to disclosure thereof by the other Party; (ii) was in or entered the public domain through no fault of the Receiving Party; (iii) is disclosed to the Receiving Party by a third party legally entitled to make such disclosure without violation of any obligation of confidentiality; (iv) is required to be disclosed by applicable laws or regulations (but in such event, only to the extent required to be disclosed); or (v) is independently developed by the Receiving Party without reference to any Confidential Information of the other Party.
- e. Upon request of the other Party, each Party agrees to return to the other all materials, in any medium, which contain or reveal all or any part of any Confidential Information of the other Party or to promptly certify in writing the complete destruction of such materials to the other Party. Notwithstanding the foregoing, each Party is entitled to retain (and not return or destroy) sufficient information to maintain legally required records to support their business functions, but only to the extent as legally required.

- f. Each Party acknowledges that breach of this provision by it would result in irreparable harm to the other Party, for which monetary damages would be an insufficient remedy, and therefore that the other Party is entitled to seek injunctive relief to enforce the provisions of this Section.
- g. *Florida's Public Records Laws.* Pursuant to § 119.0701(2)(a), Florida Statutes, the Client is required to provide CNI with this statement and establish the following requirements as contractual obligations pursuant to this Agreement. Furthermore, regardless of anything set forth in this Agreement to the contrary, the following applies with regard to Public Records:

IF CNI HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CNI'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, Garrett Land, AT (386) 294-3611, OR lafcobldg@gmail.com, 120 West Main Street., Mayo, Fl. 32066.

By entering into this Agreement, CNI acknowledges and agrees that any records maintained, generated, received, or kept in connection with or related to the performance of services provided under this Contract are public records subject to the public records disclosure requirements of Section 119.07(1), Florida Statutes, and Article I, Section 24 of the Florida Constitution. Pursuant to Section 119.0701, Florida Statutes, any contractor entering into a contract with the Client is required to:

- i. Keep and maintain public records required by the Client to perform the services and work provided pursuant to this Agreement.
- ii. Upon request from the Client's custodian of public records, provide the Client with a copy of the requested records or allow the records to be inspected and copied within a reasonable time at a cost that does not exceed the cost set forth in Chapter 119, Florida Statutes, or as otherwise provided by law.
- iii. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as otherwise authorized by law for the duration of the term of this Agreement and following completion of this Agreement if CNI does not transfer the records to the Client.
- iv. Upon completion of this Agreement, transfer, at no cost to the Client, all public records in the possession of CNI or keep and maintain public records required by the Client to perform the service. If CNI transfers all public records to the Client upon completion of the Agreement, CNI shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If CNI keeps and maintains public records upon completion of the Agreement, CNI shall meet all applicable requirements for retaining public records, including meeting any applicable retention periods prescribed by the Florida Department of State, Division of Library Services.
- vi. Requests to inspect or copy public records relating to the Client's Agreement for services must be made directly to the Client. If CNI receives any such request, CNI shall instruct the requestor to contact the Client. If the Client does not possess the records requested, the Client shall immediately notify CNI of the request, and CNI must provide the records to the Client or otherwise allow the records to be inspected or copied within a reasonable time.
- vii. CNI acknowledges that failure to provide the public records to the Client within a reasonable time may be subject to penalties under Section 119.10, Florida Statutes.
- viii. CNI further agrees not to release any records that are statutorily confidential or otherwise exempt from disclosure without first receiving prior written authorization from the Client.

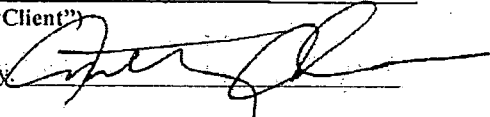
21. Use and Protection of Personal Information.

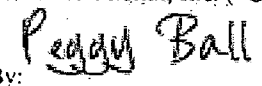
- a. **General.** The Client is the owner of the primary relationship between the Client and any Sender utilizing the Services. All information relating to that relationship that is received by CNI from the Client, such as the Sender's account number with the Client, is owned by the Client and constitutes Confidential Information of Client. All information related to the money transmission relationship between Sender and CNI, such as CNI's internal reference number, is owned by CNI and constitutes Confidential Information of CNI as described above.
 - b. **Nonpublic Information.** To the extent applicable, each Party agrees to protect and keep confidential all personally identifiable information about or pertaining solely to the other Party's customers. For purposes of this Section, "nonpublic personal information" ("NPPI") refers to the personally identifiable information described in the preceding sentence and has the same meaning as that term is defined in Title V of the Gramm-Leach-Bliley Act of 1999, and its applicable regulations. Each Party agrees to collect and use the other Party's NPPI only to exercise the rights and perform the obligations for which such information was disclosed, as specifically set forth in or clearly implied by this Agreement. Neither Party may reuse the other Party's NPPI and agrees to destroy it or return it to the other Party, at such Party's request, if a Party does not have a specific business purpose under the Agreement to retain it; provided, however, that a Party may use its own customer information about an individual who has purchased a product or service from such Party and is thereby a customer of such Party.
 - c. **Permitted Disclosure of NPPI.** Unless prohibited elsewhere in this Agreement, a Party may disclose NPPI (i) to the affiliates of the Party; (ii) in the ordinary course of its business to its affiliates or third-party service providers to carry out the purposes for which such NPPI was disclosed to such Party; or (iii) if such disclosure is authorized by law.
 - d. **Security Breach.** The Receiving Party agrees to implement response programs that specify actions to be taken when the Receiving Party detects actual or suspected unauthorized access to information or systems. As part of such response programs, the Receiving Party agrees to notify the Disclosing Party promptly of any breach or suspected or attempted breach, of its security-related areas, locations, or computer systems which contain any Confidential Information and to cooperate with the Disclosing Party to assist in regaining possession of the Confidential Information and prevent its further unauthorized use and take any necessary remedial actions.
- 22. Audit.** Either party may, upon reasonable notice to the other party audit the other party's books and records related to this Agreement in the event any breach of this Agreement is suspected.
- 23. Error/Fraud Prevention and Investigations.** In an attempt to reduce the occurrence of any remittances or overpayments made in error or fraud related to the Service, CNI may utilize various tools to help ensure the accuracy of the information transmitted between the Parties and the validity of the transactions. The Client will cooperate in good faith to help ensure the accuracy of the information transmitted between the Parties and will implement appropriate changes requested by CNI within a reasonable time after their development. CNI may make any changes to the systems used by the Client or Senders that it deems necessary in its sole discretion to help reduce erroneous or fraudulent payments.
- 24. Regulatory Examination.** Each Party agrees to provide the other Party with such information and reasonable assistance as may be necessary for the requesting Party's legal or regulatory compliance with respect to its role in the Services, subject to assurances to maintain the confidentiality of the information and subject to applicable privacy, confidentiality, and other laws. Each Party accordingly agrees to fully cooperate with requests by the other Party or its regulators and to promptly provide access to such personnel, facilities, information, books, or records as may be requested with regard to its role in the Services.
- 25. Assignment; Subcontractors.** Client may not assign this Agreement or subcontract the services provided to Client to a third party without the prior written consent of CNI, and such consent shall not be unreasonably withheld. Client agrees that the Services or any portion thereof as determined by CNI may be performed by an affiliate of CNI, as CNI's subcontractor.
- 26. Amendments.** This Agreement may not be modified or amended except by an instrument or instruments in writing signed by the Party against whom enforcement of any such modification or amendment is sought.

- 27. **Severability.** In the event that any part of this Agreement is deemed by a court, regulatory authority, or other public or private tribunal of competent jurisdiction to be invalid or unenforceable, such provision is deemed to have been omitted from this Agreement. The remainder of this Agreement remains in full force and effect and is modified to any extent necessary to give such force and effect to the remaining provisions, but only to such extent.
- 28. **Waivers.** Neither Party will be deemed to have waived any of its rights, power, or remedies hereunder except in writing signed by an authorized agent or representative of the Party to be charged. Either Party may, by an instrument in writing, waive compliance by the other Party with any term or provision of this Agreement on the part of the other Party to be performed or complied with. The waiver by either Party of a breach of any term or provision of this Agreement is not to be construed as a waiver of any subsequent breach.
- 29. **Governing Law and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. The Parties agree that the proper venue for any litigation arising out of this Agreement shall be the appropriate federal or state court sitting in Leon County, Florida.
- 30. **Force Majeure.** Neither Party will be deemed in default of its obligations to the extent that the performance of any such obligation is prevented or delayed by war, insurrection, fire, flood, riot, acts of terrorism, strikes, acts of God, telecommunications failures or errors, systematic internet failure, including but not limited to interruptions by service providers, or any similar event or circumstance not caused, in whole or in part, by such Party, and which is beyond the reasonable control of such Party.
- 31. **Independent Contractors.** It is expressly agreed that the Parties are acting as independent contractors and not as joint venturers, partners, employer-employee, principal-agent, or other similar business arrangements. This Agreement is not to be construed as authority for either party to act for the other party in any agency or another similar capacity.
- 32. **Counterparts.** This Agreement may be executed in multiple counterparts, which may be combined to form one final binding agreement.
- 33. **Survival.** The provisions of this Agreement that by their terms survive any termination or expiration of this Agreement shall so survive in accordance with their terms. In addition, without limiting the generality of the preceding sentence, Sections 4, 5, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 20, 21, 22, 24, 29, 30, and this Section, shall survive any expiration or termination of this Agreement or any Services provided hereunder. Expiration or termination shall not affect the obligation of either Party arising prior to termination.

This Agreement (including any Attachments or Exhibits) constitutes the entire agreement between the Parties with respect to the Services provided hereunder and supersedes all prior proposals, agreements, amendments, orders, and attachments, both written and oral, and all other written and oral communications between the Parties.

ACKNOWLEDGED AND AGREED TO:

Lafayette County BOCC
 ("Client")
 By: 
 Name: Anthony Adams
 Title: Chairman - BOCC
 Date: 8-23-2021

CiviTek National, Inc. ("CNI")
 By: 
 Name: Peggy Ball
 Title: Director, Strategic Business
 Date: _____

Attachment 1
CiviTek National, Inc.
Pricing List and Customer Information

 Governmental Entity: Lafayette County BOCC

 Contact Name: Garrett Land: Building Department

 Shipping Address: 120 West Main Street, Mayo, FL 32066

 Phone Number: (386) 294-3611

 Email Contact: lafcobldg@gmail.com

 Estimated Annual Throughput: \$50K

 Number of EMV machines requested: 1

 Estimated charges for EMV: \$300

*All items are non-refundable and ship directly to customer

| | |
|------------------------------|--|
| Verifone P400 Plus | |
| What's in the box | |
| Terminal device P400Plus | |
| Privacy Shield - P400/V400c | |
| Cable USB-A 3,0m - P400 | |
| Power Supply US - P400/VX820 | |

| | | |
|---|----|-------|
| Price list | | |
| Privacy Shield | \$ | 9.00 |
| Power Supply | \$ | 23.00 |
| Cable USB-A 3.0 | \$ | 24.00 |
| Ethernet Dongle | \$ | 56.00 |
| Dongle PoE Ethernet USB | \$ | 84.00 |
| Verifone P400C Plus Swivel & Tilt Stand (Prices May Vary) | \$ | 58.00 |

| | |
|---|--|
| Verifone M400 | |
| What's in the box | |
| Terminal device M400 | |
| Power Cord three point US - VX680, MX-series, Gang Chargers | |
| Power Supply - M400/MX-series | |
| Cube Ethernet - M400 | |
| Stylus Pen | |

| | |
|---|----------|
| Verifone M400 | |
| What can be purchased | |
| Power Cord three point US - VX680, MX-series, Gang Chargers | \$ 10.00 |
| Stylus Pen | \$ 19.00 |

Signatures

For CNI
Name Peggy L. Ball
Title Director Business Development

BOOK 44 PAGE 347

Peggy Ball

Signed on 2021-09-01 17:45:27 GMT

Secured by Concord™
DocumentID: OTCJMTZIEIIZT
SigningID: ZGNiY/iiY-giOT
Signing date: 9/1/2021
IP Address: 73.113.62.137
Email: pball@tclclerk.com

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concord

**BIDDING SPECIFICATIONS FOR CR 354 SCRAP IMPROVEMENTS
SECTION 00050 - AGREEMENT**

This AGREEMENT, made this _____ day of _____, 2021 by and between THE LAFAYETTE COUNTY BOARD OF COUNTY COMMISSIONERS, hereinafter called OWNER and Anderson Columbia Co., Inc., doing business as a corporation hereinafter called "CONTRACTOR".

WITNESSETH: That for and in consideration of the payments and agreements herein-after mentioned:

1. The CONTRACTOR will commence and complete the construction of the CR 354 SCRAP IMPROVEMENTS.
2. The CONTRACTOR will furnish all of the material, supplies, tools, equipment, labor and other services necessary for the construction and completion of the PROJECT described herein.
3. The CONTRACTOR shall use Ricky Reed as the Project Superintendent for the entire duration of the PROJECT described herein.
4. The CONTRACTOR will commence the work required by the CONTRACT DOCUMENTS within 10 calendar days after the date of the NOTICE TO PROCEED and will complete the same within 150 calendar days unless the period for completion is extended otherwise by the CONTRACT DOCUMENTS.
5. The CONTRACTOR agrees to perform all the WORK described in the CONTRACT DOCUMENTS and comply with the terms therein for the LUMP SUM of \$1,894,470.98 as shown in the Exhibit A - Attached
6. The term "CONTRACT DOCUMENTS" means and includes the following:
 - (A) ADVERTISEMENT FOR BIDS
 - (B) PROJECT OVERVIEW
 - (C) INFORMATION FOR BIDDERS
 - (D) BID
 - (E) BID BOND
 - (F) DRUG FREE WORKPLACE FORM
 - (G) CONFLICT OF INTEREST DISCLOSURE
 - (H) FORM OF AGREEMENT
 - (I) PERFORMANCE BOND
 - (J) PAYMENT BOND
 - (K) CERTIFICATE OF INSURANCE
 - (F) NOTICE OF AWARD
 - (G) NOTICE TO PROCEED
 - (H) CHANGE ORDER
 - (I) GENERAL CONDITIONS
 - (J) APPLICATION FOR PAYMENT
 - (K) SUBSTANTIAL COMPLETION
 - (L) SPECIFICATIONS
 - (M) APPENDICES
 - (N) ADDENDUMS ISSUED DURING BIDDING

Each of the listed CONTRACT DOCUMENTS are incorporated into this Agreement by reference.

7. The OWNER will pay to the CONTRACTOR in the manner and at such times as set forth in the General Conditions such amounts as required by the CONTRACT DOCUMENTS.
8. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.
9. All terms defined in this Agreement shall have the same meaning in the CONTRACT DOCUMENTS unless the context clearly indicates otherwise.
10. COMPLIANCE WITH THE LAWS: The successful BIDDER shall comply with all federal, state, and local statutes, laws, ordinances, rules and regulations in the performance of its obligations under this Agreement. In addition to compliance with any other laws of the State of Florida contained in Chapter 119, Fla. Stat., as the same may be amended. Failure to comply with the provisions of this subsections shall constitute a substantial failure to comply with the provisions of this subsections shall constitute a substantial failure to perform on the part of the successful BIDDER in accordance with the terms of this Agreement. Specifically, but not by way of limitation, successful BIDDER shall:
 - a. Keep and maintain public records required by OWNER to perform the service;
 - b. Upon request by OWNER'S custodian of public records, provide OWNER with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
 - c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the term of this Agreement and following completion of the services to be provided by the successful BIDDER under this Agreement if the successful BIDDER does not transfer the records to OWNER; and
 - d. Upon completion of the services to be provided under this Agreement, transfer, at no cost to OWNER all public records in possession of the successful BIDDER or keep and maintain public records required by OWNER to perform the services. If the successful BIDDER keeps and maintains public records upon completion of the services, the successful BIDDER shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to OWNER, upon request from OWNER'S custodian of public records, in a format that is compatible with the information technology systems of the OWNER.

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

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

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

TELEPHONE: (386) 294-1600

EMAIL: SLAND@LAFAYETTECLERK.COM

MAILING ADDRESS: P.O. BOX 88, MAYO, FL 32066

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in triplicate each of which shall be deemed an original on the date first above written.

THE LAFAYETTE COUNTY BOARD OF COUNTY COMMISSIONERS

By:

Steve Paul
Clerk of Court
Title

CONTRACTOR: Anderson Columbia Co., Inc.

By:

E. Tony Williams Jr.
Name Vice President
P. O. Box 1829
Address
Lake City, FL.

(SEAL)

ATTEST:

Karyl L. Howell
Name
Witness
Title

RESOLUTION NO. 2021-07-07

STATE OF EMERGENCY EXTENSION #72

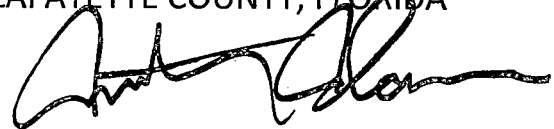
WHEREAS, COVID-19 continues to be a threat to the public health of Lafayette County residents, workers, and visitors; and

WHEREAS, on March 9, 2020 Governor Ron DeSantis issued Executive Order Number 20-52, declaring a state of emergency for the State of Florida to address the public health emergency caused by the threat of COVID-19 to the state; and

WHEREAS, on March 19, 2020, the Lafayette County Board of County Commissioners declared a State of Emergency and approved extensions for additional seven day periods on the approval of the Chairman of the Board of County Commissioners, I hereby extend the current State of Emergency for an additional seven day period beginning July 29, 2021 thru August 5, 2021, unless cancelled before that time.

ENACTED this 29th day of July, 2021 effective from July 29, 2021 until August 5, 2021.

BOARD OF COUNTY COMMISSIONERS
LAFAYETTE COUNTY, FLORIDA

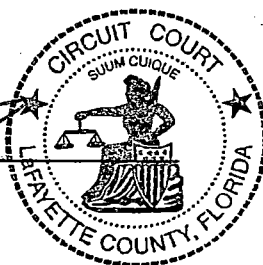


Anthony Adams, Chairman

Attest:



Steve Land, Clerk



RESOLUTION NO. 2021-08-01

STATE OF EMERGENCY EXTENSION #73

WHEREAS, COVID-19 continues to be a threat to the public health of Lafayette County residents, workers, and visitors; and

WHEREAS, on March 9, 2020 Governor Ron DeSantis issued Executive Order Number 20-52, declaring a state of emergency for the State of Florida to address the public health emergency caused by the threat of COVID-19 to the state; and

WHEREAS, on March 19, 2020, the Lafayette County Board of County Commissioners declared a State of Emergency and approved extensions for additional seven day periods on the approval of the Chairman of the Board of County Commissioners, I hereby extend the current State of Emergency for an additional seven day period beginning August 5, 2021 thru August 12, 2021, unless cancelled before that time.

ENACTED this 5th day of August, 2021 effective from August 5, 2021 until August 12, 2021.

BOARD OF COUNTY COMMISSIONERS
LAFAYETTE COUNTY, FLORIDA

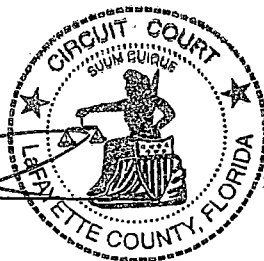


Anthony Adams, Chairman

Attest:



Steve Land, Clerk



RESOLUTION NO. 2021-08-03

STATE OF EMERGENCY EXTENSION #74

WHEREAS, COVID-19 continues to be a threat to the public health of Lafayette County residents, workers, and visitors; and

WHEREAS, on March 9, 2020 Governor Ron DeSantis issued Executive Order Number 20-52, declaring a state of emergency for the State of Florida to address the public health emergency caused by the threat of COVID-19 to the state; and

WHEREAS, on March 19, 2020, the Lafayette County Board of County Commissioners declared a State of Emergency and approved extensions for additional seven day periods on the approval of the Chairman of the Board of County Commissioners, I hereby extend the current State of Emergency for an additional seven day period beginning August 12, 2021 thru August 19, 2021, unless cancelled before that time.

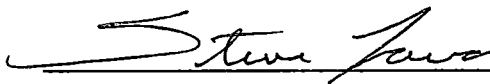
ENACTED this 12th day of August, 2021 effective from August 12, 2021 until August 19, 2021.

BOARD OF COUNTY COMMISSIONERS
LAFAYETTE COUNTY, FLORIDA

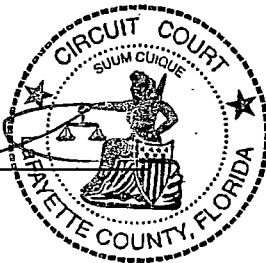


Anthony Adams, Chairman

Attest:



Steve Land, Clerk



RESOLUTION NO. 2021-08-05
STATE OF EMERGENCY EXTENSION #75


WHEREAS, COVID-19 continues to be a threat to the public health of Lafayette County residents, workers, and visitors; and

WHEREAS, on March 9, 2020 Governor Ron DeSantis issued Executive Order Number 20-52, declaring a state of emergency for the State of Florida to address the public health emergency caused by the threat of COVID-19 to the state; and

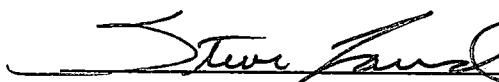
WHEREAS, on March 19, 2020, the Lafayette County Board of County Commissioners declared a State of Emergency and approved extensions for additional seven day periods on the approval of the Chairman of the Board of County Commissioners, I hereby extend the current State of Emergency for an additional seven day period beginning August 19, 2021 thru August 26, 2021, unless cancelled before that time.

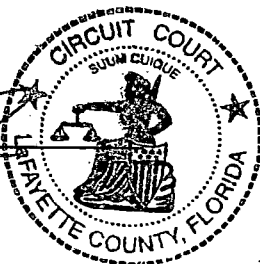
ENACTED this 19th day of August, 2021 effective from August 19, 2021 until August 26, 2021.

BOARD OF COUNTY COMMISSIONERS
LAFAYETTE COUNTY, FLORIDA


Anthony Adams, Chairman

Attest:


Steve Land, Clerk

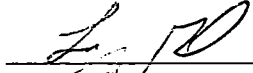


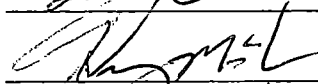
Check History Report
Sorted By Check Number
Activity From: 8/23/2021 to 8/23/2021

Bank Code: A General Fund

| Check Number | Check Date | Vendor Number | Name | Check Amount | Check Type |
|--------------|------------|---------------|---|----------------------|-------------------|
| 063502 | 8/23/2021 | BPIT | Brian Pittman | 2,775.00 | Auto |
| 063503 | 8/23/2021 | BSW | Blue Summit Waters, LLC | 144.40 | Auto |
| 063504 | 8/23/2021 | BTM | Bound Tree Medical, LLC. | 2,413.16 | Auto |
| 063505 | 8/23/2021 | CINTAS | Cintas Corporation #148 | 193.52 | Auto |
| 063506 | 8/23/2021 | DMINC | Denali Materials, Inc. | 823.06 | Auto |
| 063507 | 8/23/2021 | FACTRU | Florida Association of Counties Trust | 1,000.00 | Auto |
| 063508 | 8/23/2021 | FFB | First Federal Bank of Florida | 4,342.96 | Auto |
| 063509 | 8/23/2021 | GLC | Greatamerica Financial Service | 300.09 | Auto |
| 063510 | 8/23/2021 | JDC | John Deere Credit | 1,213.85 | Auto |
| 063511 | 8/23/2021 | JUARBE | Juarbe Services LLC | 1,330.00 | Auto |
| 063512 | 8/23/2021 | KWB | Ketchum, Wood, & Burgert | 2,884.00 | Auto |
| 063513 | 8/23/2021 | QMC | Quick Med Claims | 1,190.90 | Auto |
| 063514 | 8/23/2021 | RBN | Riverbend News C & E Inc. | 550.00 | Auto |
| 063515 | 8/23/2021 | AAAPORT | AAA Porta Serve | 85.00 | Auto |
| 063516 | 8/23/2021 | AFLAC | AFLAC | 1,065.38 | Auto |
| 063517 | 8/23/2021 | BR | Blue Rok, Inc. | 541.44 | Auto |
| 063518 | 8/23/2021 | EWL | EnviroWaste LLC | 1,200.00 | Auto |
| 063519 | 8/23/2021 | HCS | Hill's Computer Service | 94.99 | Auto |
| 063520 | 8/23/2021 | HTS | Holtzclaw's Tree Service | 250.00 | Auto |
| 063521 | 8/23/2021 | JED | James E Davis | 8,750.00 | Auto |
| 063522 | 8/23/2021 | LEGAL | Legal Shield | 123.60 | Auto |
| 063523 | 8/23/2021 | MOS | McCrimon's Office Supply | 74.95 | Auto |
| 063524 | 8/23/2021 | QC | Quill Corporation | 886.90 | Auto |
| 063525 | 8/23/2021 | QM | Quadmed, Inc. | 239.15 | Auto |
| 063526 | 8/23/2021 | RP | Ring Power | 450.27 | Auto |
| 063527 | 8/23/2021 | SICD | Standard Insurance Company | 2,627.12 | Auto |
| 063528 | 8/23/2021 | SICV | Standard Insurance Company | 439.72 | Auto |
| 063529 | 8/23/2021 | VW | Verizon Wireless | 228.24 | Auto |
| 063530 | 8/23/2021 | W | Windstream | 3,321.32 | Auto |
| 063531 | 8/23/2021 | SSC | Security Safe Company, Inc. | 49.00 | Auto |
| 063533 | 8/23/2021 | AOFI | A One Fire Equipment Inc. | 700.00 | Auto |
| 063534 | 8/23/2021 | BGC | Bennett's Glass Company | 268.35 | Auto |
| 063535 | 8/23/2021 | BR | Blue Rok, Inc. | 1,923.26 | Auto |
| 063536 | 8/23/2021 | DISH | Dish Network | 130.13 | Auto |
| 063537 | 8/23/2021 | DMINC | Denali Materials, Inc. | 1,121.82 | Auto |
| 063538 | 8/23/2021 | EWL | EnviroWaste LLC | 400.00 | Auto |
| 063539 | 8/23/2021 | HHTSW | H & H Tractor & Site Works | 2,211.00 | Auto |
| 063540 | 8/23/2021 | MACL | Mayo Air Conditioning, LLC | 150.00 | Auto |
| 063541 | 8/23/2021 | MOS | McCrimon's Office Supply | 31.00 | Auto |
| 063542 | 8/23/2021 | MP | Mayo Postmaster | 660.00 | Auto |
| 063543 | 8/23/2021 | QC | Quill Corporation | 397.96 | Auto |
| 063544 | 8/23/2021 | RP | Ring Power | 87.32 | Auto |
| 063545 | 8/23/2021 | SUNLIFE | Sun Life Financial | 349.67 | Auto |
| 063546 | 8/23/2021 | SVE | Suwannee Valley Electric | 1,263.57 | Auto |
| 063547 | 8/23/2021 | URI | United Refrigeration Inc. | 50.80 | Auto |
| 063548 | 8/23/2021 | W | Windstream | 363.36 | Auto |
| 063549 | 8/23/2021 | FLGHIC | FL Local Government Health Insurance Consortium | 68,790.26 | Auto |
| | | | | Bank A Total: | 118,486.52 |
| | | | | Report Total: | 118,486.52 |

THESE INVOICES HAVE BEEN EXAMINED AND APPROVED FOR PAYMENT BY THE
LAFAYETTE COUNTY BOARD OF COMMISSIONERS ON THIS 23RD DAY OF AUGUST 2021.





Risa Walker



Earnest S. Jones

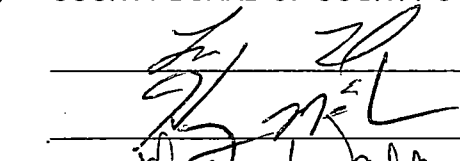
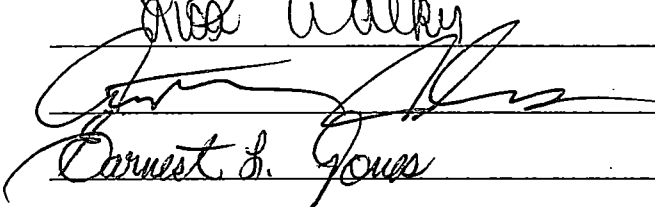
BOARD OF COUNTY COMMISSIONERS, LAFAYETTE COUNTY, FL

LIST OF WARRANTS DRAWN ON THE EMERGENCY 911 FUND.

FROM THE FIRST FEDERAL BANK, ON AUGUST 23, 2021.

| TO WHOM ISSUED | PURPOSE OF EXPENDITURE | ACCOUNT NUMBER | WARRANT NO. | AMOUNT |
|-----------------------------------|------------------------|----------------|-------------------|-----------|
| State of Fl Dept of Mfmt Services | Communications | 526-410 | <u> </u> | \$ 608.40 |
| TOTAL | | | | \$ 608.40 |

THESE INVOICES HAVE BEEN EXAMINED AND APPROVED FOR PAYMENT BY THE LAFAYETTE COUNTY BOARD OF COUNTY COMMISSIONERS ON THIS 23RD DAY OF AUGUST, 2021.



 Ernest S. Jones

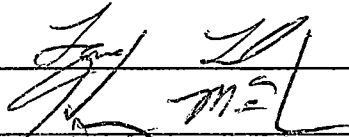
BOARD OF COUNTY COMMISSIONERS, LAFAYETTE COUNTY, FL

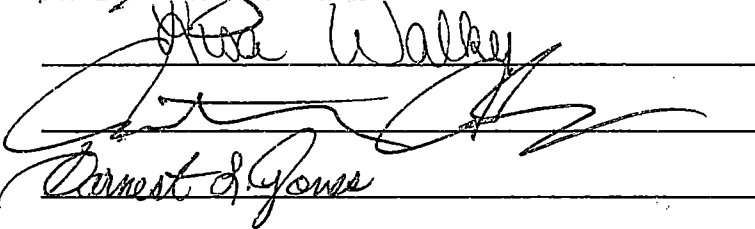
LIST OF WARRANTS DRAWN ON THE INDUSTRIAL PARK FUND.

FROM THE LAFAYETTE COUNTY STATE BANK, ON AUGUST 23, 2021.

| TO WHOM ISSUED | PURPOSE OF EXPENDITURE | ACCOUNT NUMBER | WARRANT NO. | AMOUNT |
|-------------------|------------------------------------|----------------|-------------|-----------|
| WinSupply SVEC | Maint- Animal Health Utilities. | 552-464 | _____ | \$ 566.66 |
| | | 552-430 | _____ | \$ 57.61 |
| TOTAL | | | | \$ 624.27 |

THESE INVOICES HAVE BEEN EXAMINED AND APPROVED FOR PAYMENT BY THE LAFAYETTE COUNTY BOARD OF COUNTY COMMISSIONERS ON THIS 23RD DAY OF AUGUST, 2021.





 Ernest J. Gorse