

CEDAR KEY WATER AND SEWER DISTRICT NOTICE OF PUBLIC MEETING

Notice is hereby given that at 5:01 PM on January 8, 2023, the Cedar Key Water and Sewer District (“District”) will hold a public meeting at the District’s office, 510 3RD STREET, CEDAR KEY, FL 32625, to which members of the public are invited to attend and participate. A copy of the draft agenda is listed below, The District may consider and take action with respect to matters not listed on the draft agenda.

1. Call to order
2. Pledge and Prayer
3. Public Comment
4. Adoption of Agenda
5. W3C Update
6. Approval of Board Meeting Minutes from December 11, 2023 and January 2, 2024
7. Financial Reports: Balance Sheet; Budget Report; Checkbook Activity; Past Due Accounts Report; Employee Leave
8. Bill Adjustment Requests
9. General Manager Applicants
10. Request Board Approval to Prepare and Advertise an Invitation to Bid for Construction of Lift Station Improvements to be FDEP Grant Agreement No. LPA0260 Upon Finalization of Design Plans
11. Request Board Approval of State of Florida FDEM Statewide Mutual Aid Agreement
12. Request Board Approval of Contract with Signal Restoration for Repair and Restoration of District Office Building
13. FEMA PA Grant Agreement for Hurricane Idalia
14. General Managers Report
15. Attorneys Report
16. Commissioner Comments
17. Public Comment
18. Adjourn

If a person decides to appeal any decision made by the District with respect to any matter considered at the meeting, such person will need a record of the proceedings and may need to ensure that a verbatim record is made, including the testimony and evidence upon which the appeal is made. In accordance with the Americans with Disabilities Act, persons needing special accommodations or an interpreter to participate in the meeting should contact the District Office at (352) 543-5285 at least three (3) business days prior to the dates of the hearing.

CEDAR KEY WATER & SEWER DISTRICT
P.O. BOX 309/510 THIRD STREET
CEDAR KEY, FL 32625

Minutes of Regular Meeting
Board of Commissioners
December 11, 2023

Board Members Present: Leslie Sturmer, Joe Hand, Stephen Rosenthal, Michael Borelli, Johnathan Ferguson.

Other Presents: Evan Rosenthal, Alicia Johns, James McCain, Ann Richburg, Doris Hellerman, Greg Lang, Mandy Offerle, Frank Offerle, Jerie Treat, Mac Cox, Jan Childers and Clay Childers.

1. Meeting called to order at 5:01 p.m. by Leslie Sturmer, Chair.
2. Pledge and Prayer.
3. Public Comment.
4. Adoption of Agenda. **Motion** by Stehen Rosenthal to approve tonight's agenda. **Second** by Joe hand. Passed by vote 5-0.
5. W3C Update. Mr. Joe gave the Board an update on what the W3C is working on. Evan Rosenthal gave an update on the Procurements that the W3C is currently trying to get out. The December W3C has been canceled until January 17, 2024 and it will be held in Otter Creek. There was some further discussion on funding for the W3C before moving on to other items on the Agenda.
6. Approval of Board Meeting Minutes from the November 13, 2023, and December 4, 2023, Board Meeting. **Motion** by Stephen Rosenthal to approve the Board Meeting Minutes from all above-listed meetings. **Second** by Joe Hand. Alicia and the Board discussed a few changes she needed to change on the December 4, 2023 minutes. Passed by vote 5-0.
7. Financial Reports: Balance Sheet; Budget Report; Checkbook Activity; Past Due Accounts Report; Employee Leave. The Board and Ann discussed some of the questions the Board had from the last meeting. The Board discussed with Ann and James a few things pertaining to this months Financial Reports. Alicia and the Board discussed some of the customers on the Past Due Report. **Motion** by Michael Borelli to remove Dottie Haldeman from all the Cedar Key Water & Sewer District Bank Accounts and add Johnathan Ferguson to all of the Cedar Key Water & Sewer District Bank Accounts. **Second** by Joe Hand. Passed by vote 5-0.
8. Bill Adjustment Requests. The Board briefly discussed the Bill Adjustment Requests and made sure with Alicia that none of the customers have had an adjustment in the previous 36 months. **Motion** by Joe Hand to accept the Bill Adjustment Requests. **Second** by Michael Borelli. Passed by vote 5-0.
9. Commissioner Appointment Applicants. Johnathan Ferguson applied for the open Commissioner Seat. Mr. Ferguson and the Board had a breif discussion about his qualifications and then the Board voted to accept Mr. Ferguson as the new Board Member. Mr. Ferguson was sworn in tonight and participated in the Board Meeting. **Motion** by Joe Hand to accept Johnathan Ferguson as the newest Board Member. **Second** by Michael Borelli. Passed by vote 4-0.

10. Resolution Approving Local Mitigation Strategy. James explained to the Board the reason for approving this Resolution. **Motion** by Stephen Rosenthal to approve the Resolution for the Local Mitigation Strategy. **Second** by Michael Borelli. Passed by vote 5-0.
11. General Manager Application Discussion. The Board discussed having weekly meetings for the months of January and February and add more for later months if needed. The Board ask Alicia which publications had she sent the GM and Technician Ads, to which she listed all to the Board. The Board then discussed the procedure they would use in following up with all applicants that apply for the GM position. James discussed some of the Technician applicants that he has received so far.
12. General Manager Report. James discussed with the Board the issues going on with the Water and Sewer Plants. James reported on Gabe returning to work. James then discussed with the Board about him no longer working weekends or being on-call. James explained that he would still be available if Gabe or Billy needed him, but would no longer be on the on-call rotation. The Board agreed with James proposal to no longer work on the weekends or be on-call. James, Evan, and the Board discussed the Signal Contract. James let the Board know the progress on the Lift Station project with Baskerville-Donovan. James and the Board discussed the purchase of a new work truck. **Motion** by Joe Hand to wave the requirements of the Districts Purchasing Policy to allow James McCain to purchase a new work truck in the amount of no more than \$50,000, provided it is on a valid State Contract and to authorize James McCain and the Current Chair to sign all documents required for purchase of new work truck. **Second** by Stephen Rosenthal. Passed by vote 5-0. James ask the Board about using his personal truck and charging the District \$40 per day for everyday he uses his personal truck until the new work truck is purchased, since Billy's current work truck is no longer working and Billy is currently working out of James work truck. After some discussion between James, Evan, and the Board it was decided James would keep track of his mileage for reimbursement for using his personal truck.
13. Attorney Report. Evan reminded the Board of the two Procurements that the District has out and the procedure to which the Board will follow when scoring the applicants for approval at a future meeting. Evan let the Board know he would no be able to attend the January 2, 2024 meeting since he will be out of the country on vacation, and that his associate Kirsten Mood will be attending by phone or Zoom.
14. Commissioner Comments.
15. Public Comment.
16. Adjournment: There being no more business to conduct, the meeting was adjourned at 6:33 p.m.

Chairperson

Leslie Sturmer, Commissioner &
Secretary of the Board

**CEDAR KEY WATER & SEWER DISTRICT
P.O. BOX 309/510 THIRD STREET
CEDAR KEY, FL 32625**

**Minutes of Regular Meeting
Board of Commissioners
January 2, 2024**

Board Members Present: Leslie Sturmer, Joe Hand, Stephen Rosenthal, Michael Borelli, Johnathan Ferguson.

Other Presents: Kirsten Mood (by phone), Alicia Johns, James McCain, Mandy Offerle, Frank Offerle, Malcom Cox, and Maureen.

1. Meeting called to order at 5:01 p.m. by Michael Borelli, Chair.
2. Pledge and Prayer.
3. Public Comment.
4. Adoption of Agenda. **Motion** by Leslie Sturmer to approve tonight's agenda. **Second** by Joe hand. Passed by vote 5-0.
5. General Manger Applicant Discussion. The Board discussed the two applicants for the GM position that have been received. Joe Hand and James McCain discussed with the Board the onsite meeting they had with Ms. Brotheridge. After some discussion on both applicants the Board decided to further look into Pamela Brotheridge by contacting her references. Alicia explained to the Board that she has emailed each one of Ms. Brotheridge's references and sent them the Questionnaire that the Board created on Friday, December 29, 2023, but has not heard anything back from anyone at this time. The Board decided since it was a holiday weekend that we would wait to see if anyone of the references responed by the January 8, 2024 Board Meeting, and if not each Board Member would contact a reference and report back to the Board at the next Board Meeting.
6. Discussion of Potential New Wells. James and the Board discussed the possibility of having to put in new wells and where these wells would potentially go so as not to have the salinity issue that the District had after Hurricane Idalia. James and the Board discussed what the possible costs would be. Kristen Mood voiced her and Evan's concerns on the proposal and thought more research needed to be done before approval.
7. Commissioner Comments.
8. Public Comments.
9. Adjourn. Meeting Adjourned at 6:12 pm.

Michael Borelli, Chairperson

Leslie Sturmer, Commissioner &
Secretary of the Board

Cedar Key Water & Sewer District
Balance Sheet
 As of December 31, 2023
 Dec 31, 23

Current Assets

Checking/Savings

Unrestricted Cash Funds

100 - Operating Account	393,176.79
102 Petty Cash	175.00
113.3 Unrestricted Savings	100,301.43

Total Unrestricted Cash Funds 493,653.22

Restricted Cash Funds

103.1 Security Deposit	14,542.43
114.00 RD Payment	822.50
114.02 RD RESERVE ACCOUNT	54,112.13

Total Restricted Cash Funds 69,477.06

Total Checking/Savings 563,130.28

Other Current Assets

138.10 · Due from Other Governmental Uni	65,378.19
134 - Accounts Receivable	100,192.36
135 - Allowance for A/R	-9,700.00
160 - Inventory & Materials	58,622.69

Total Other Current Assets 214,493.24

Total Current Assets 777,623.52

Fixed Assets

311.100 · WW Aeration Upgrade	15,800.00
311.105 · CIP WW Plant Upgrades	3,564.83
301 - Land	125,195.95
302 - Other Improvements	2,504,213.86
304 - Plant and Equipment	7,892,413.39
306 - Other Equipment	100,188.35
307 - Sewer Machinery	130,629.33
308 - Computer S/W	10,417.35
309 - Vehicles	125,128.96
311 - Less Accum Depreciation	-6,353,923.48

Total Fixed Assets 4,553,628.54

Other Assets

170 · Utility Deposit	141.19
311 · Construction in Progress	
312 · CIP-SRF Project	140,250.00
313 · CIP - SRF District Match	26,000.00

Total 311 · Construction in Progress 166,250.00

Total Other Assets 166,391.19
5,497,643.25

Liabilities

Current Liabilities

Other Current Liabilities

Cedar Key Water & Sewer District Balance Sheet

As of December 31, 2023

Dec 31, 23

485 · Note Payable -RD - Current	20,000.00
403- Emplo Ref Con Payabale	730.20
407-01 SS Tax Payable	309.80
408 - Sales Tax Payable	112.24
411 - Unearned Revenues	11,100.72
450 · Fed. Income Taxes Payable	-2,362.04
482 - Accrued Int Pay	2,307.53
483 · Accrued Compensated Absences	16,625.00
484 -Customer Deposits Payable	14,657.25
Total Other Current Liabilities	63,480.70
Total Current Liabilities	63,480.70
Long Term Liabilities	
460 · N/P-Rural Development	1,016,000.00
500 - Accrd Compen Absences-LT	13,946.00
Total Long Term Liabilities	1,029,946.00
Total Liabilities	1,093,426.70
Equity	
598 · Restricted for Debt Service	42,655.47
3900 · Retained Earnings	551,995.01
599 · Investment in Capital Assets -	3,663,878.54
Net Income	145,687.53
Total Equity	4,404,216.55
	5,497,643.25

Cedar Key Water & Sewer District
Profit & Loss Budget vs. Actual
October through December 2023

	<u>Oct - Dec 23</u>	<u>Budget</u>	<u>% of Budget</u>
Ordinary Income/Expense			
Income			
341 · City Portion of Leases	0.00	2,058.00	0.0%
300 - Income			
305 - Water Revenue	127,162.14	526,000.00	24.18%
310 - Sewer Revenues	130,544.72	442,000.00	29.54%
325 · Penalties	2,173.32	1,200.00	181.11%
330 - Earned Interest	717.81	1,150.00	62.42%
335 · New Meter Charges	1,080.00	1,200.00	90.0%
350 - Misc Income	288.04	1,600.00	18.0%
365. Meter Installation Fee	240.00	505.00	47.53%
383- DEP Sewer Grant	74,492.70		
300.00 · Income - Other	0.00	250.00	0.0%
Total 300 - Income	<u>336,698.73</u>	<u>973,905.00</u>	<u>34.57%</u>
Other Sources Of Income			
315 - Ad Valorem Tax			
315.100 · Ad Valorem	209,892.97	387,484.00	54.17%
Total 315 - Ad Valorem Tax	<u>209,892.97</u>	<u>387,484.00</u>	<u>54.17%</u>
331 · City Contribution	811.55		
340 · Rental Income	3,129.54	24,000.00	13.04%
370 · Water Charge New Connection	3,000.00	24,500.00	12.25%
371 · Sewer Charge New Connection	3,000.00		
333 · Other Miscellaneous	1,877.42	1,000.00	187.74%
Total Other Sources Of Income	<u>221,711.48</u>	<u>436,984.00</u>	<u>50.74%</u>
Total Income	<u>558,410.21</u>	<u>1,412,947.00</u>	<u>39.52%</u>
Gross Profit	558,410.21	1,412,947.00	39.52%
Expense			
Bad Check	255.58		
500 · GENERAL AND ADMINISTRATIVE			
510 · Payroll			
510.01 · Salaries	80,046.99	312,500.00	25.62%
510.02 · Social Security/Medicare	6,002.83	24,000.00	25.01%
510.03 · Retirement	10,010.99	31,512.00	31.77%
510.04 · Health, Dental & Life Ins	23,113.95	76,373.00	30.27%
510.05 · Workers Comp.	4,287.66	8,500.00	50.44%
Total 510 · Payroll	<u>123,462.42</u>	<u>452,885.00</u>	<u>27.26%</u>
520 · Office			
520.01 · Supplies	1,868.73	3,000.00	62.29%
520.02 · Postage & Shipping	1,446.20	7,600.00	19.03%
520.03 · Copier, Computer, Billing, Etc.	3,309.87	5,000.00	66.2%
520.04 · Printing and Copying	19.99	1,500.00	1.33%
520.05 · Web Portal/E-Billing	0.00	250.00	0.0%
520.10 · Rents	921.31		
Total 520 · Office	<u>7,566.10</u>	<u>17,350.00</u>	<u>43.61%</u>

Cedar Key Water & Sewer District Profit & Loss Budget vs. Actual October through December 2023

	<u>Oct - Dec 23</u>	<u>Budget</u>	<u>% of Budget</u>
530 · Utilities			
530.01 · Fuel For Equipment	1,680.37	10,000.00	16.8%
530.02 · Solid Waste Disposal	499.76	1,400.00	35.7%
530.03 · Telephone	6,200.96	10,500.00	59.06%
Total 530 · Utilities	<u>8,381.09</u>	<u>21,900.00</u>	<u>38.27%</u>
540 · Professional Fees			
540.01 · Audit & Accounting	0.00	34,000.00	0.0%
540.02 · Management/Legal	14,831.31	32,000.00	46.35%
540.03 · Property Appraiser's Fee	0.00	6,750.00	0.0%
540.05 · Tax Collector Fees	1,069.22	5,500.00	19.44%
Total 540 · Professional Fees	<u>15,900.53</u>	<u>78,250.00</u>	<u>20.32%</u>
550 - General Repair & Maint			
550.01 · Vehicle	459.80	3,000.00	15.33%
550.02 · Equipment and Tools	0.00	2,000.00	0.0%
550.03 · Building	62.06	500.00	12.41%
550.04 · Supplies	751.18	900.00	83.46%
Total 550 - General Repair & Maint	<u>1,273.04</u>	<u>6,400.00</u>	<u>19.89%</u>
560 · Other			
560.01 · Property/Liability Ins.	71,251.34	56,300.00	126.56%
560.03 · Continuing Education	100.00	2,500.00	4.0%
560.04 · Annual Fees & Dues	200.00	6,000.00	3.33%
560.05 · Ads and Publications	1,980.54	2,500.00	79.22%
560.06 · Miscellaneous	23,667.56	1,500.00	1,577.84%
560.07 · Contingency	7,868.30	125,322.00	6.28%
Total 560 · Other	<u>105,067.74</u>	<u>194,122.00</u>	<u>54.13%</u>
Total 500 · GENERAL AND ADMINISTRATIVE	<u>261,650.92</u>	<u>770,907.00</u>	<u>33.94%</u>
600 · DIRECT WATER EXPENSES			
610 · Chemicals and Filters			
610.01 · Chemicals	25,179.77	83,000.00	30.34%
610.02 · Miex Resin	0.00	20,000.00	0.0%
Total 610 · Chemicals and Filters	<u>25,179.77</u>	<u>103,000.00</u>	<u>24.45%</u>
620 - Laboratory			
620.01 · In House Lab	271.00	2,750.00	9.86%
620.02 · Outside Lab	180.00	2,200.00	8.18%
Total 620 - Laboratory	<u>451.00</u>	<u>4,950.00</u>	<u>9.11%</u>
630 - Regulatory			
630.01 · Permits	0.00	150.00	0.0%
Total 630 - Regulatory	<u>0.00</u>	<u>150.00</u>	<u>0.0%</u>
640 · Repairs and Maintenance			
640.01 · Piping and Distribution	4,155.32	20,000.00	20.78%
640.02 · Equipment	0.00	16,000.00	0.0%
640.03 · Building & Grounds	0.00	4,000.00	0.0%
640.04 · Water Tower Maintenance	4,599.43	20,000.00	23.0%
640.05 · Generators Annual Mainte	0.00	2,000.00	0.0%

Cedar Key Water & Sewer District Profit & Loss Budget vs. Actual October through December 2023

	Oct - Dec 23	Budget	% of Budget
640.06 · Water Plant Maintenance	0.00	25,000.00	0.0%
Total 640 · Repairs and Maintenance	8,754.75	87,000.00	10.06%
650 · Utilities			
650.01 · Electric	6,273.06	27,500.00	22.81%
650.02 · Propane	0.00	1,000.00	0.0%
650.03 · Telephone	1,066.77	1,500.00	71.12%
Total 650 · Utilities	7,339.83	30,000.00	24.47%
660 · Other			
660.01 · Professional Fees	0.00	10,000.00	0.0%
Total 660 · Other	0.00	10,000.00	0.0%
670 · Capital Expenditures			
670.04 · New Vehicle	0.00	50,000.00	0.0%
Total 670 · Capital Expenditures	0.00	50,000.00	0.0%
680 · Loans			
680.05 · RD - Water System Interest	0.00	29,040.00	0.0%
680.06 · RD-Water System Principal	0.00	20,000.00	0.0%
Total 680 · Loans	0.00	49,040.00	0.0%
685.00 · Contingency	0.00	10,000.00	0.0%
Total 600 · DIRECT WATER EXPENSES	41,725.35	344,140.00	12.13%
700 · DIRECT WASTEWATER EXPENSES			
710 · Chemicals and Filters			
710.01 · Chemicals	5,330.74	27,500.00	19.39%
Total 710 · Chemicals and Filters	5,330.74	27,500.00	19.39%
720 · Laboratory			
720.01 · In House Lab	271.00	0.00	100.0%
720.02 · Outside Lab	3,578.29	14,100.00	25.38%
Total 720 · Laboratory	3,849.29	14,100.00	27.3%
730 · Regulatory			
730.01 · Permits	0.00	1,000.00	0.0%
730.02 · Biosolids Hauling	9,585.00	85,000.00	11.28%
Total 730 · Regulatory	9,585.00	86,000.00	11.15%
740 · Repairs Maintenance Other			
740.01 · Piping & Distribution	42,286.73	30,000.00	140.96%
740.02 · Equipment	1,080.00	30,000.00	3.6%
740.03 · Building and Grounds	85.00	50,000.00	0.17%
740.04 · Generator-Annual Maintenance	11,245.25	10,000.00	112.45%
Total 740 · Repairs Maintenance Other	54,696.98	120,000.00	45.58%
750 · Utilities			
750.01 · Electric	7,494.82	35,000.00	21.41%
750.02 · Propane	0.00	1,800.00	0.0%
Total 750 · Utilities	7,494.82	36,800.00	20.37%
760 · Other			
760.01 · Professional Fees -WWTP Permit	0.00	3,500.00	0.0%
760.02 · Contingency	0.00	10,000.00	0.0%

Cedar Key Water & Sewer District Profit & Loss Budget vs. Actual October through December 2023

	<u>Oct - Dec 23</u>	<u>Budget</u>	<u>% of Budget</u>
Total 760 · Other	0.00	13,500.00	0.0%
770.000 · DEP Grant Expenses			
770.100 · DEP Sewer Grant - Engineering	28,134.00	0.00	100.0%
Total 770.000 · DEP Grant Expenses	28,134.00	0.00	100.0%
Total 700 · DIRECT WASTEWATER EXPENSES	109,090.83	297,900.00	36.62%
Total Expense	412,722.68	1,412,947.00	29.21%
Net Ordinary Income	145,687.53	0.00	100.0%
Net Income	<u>145,687.53</u>	<u>0.00</u>	<u>100.0%</u>

Cedar Key Water & Sewer District Monthly Checkbook Activity As of December 31, 2023

Date	Num	Name	Memo	Amount
Unrestricted Cash Funds				
100 - Operating Account				
12/01/2023	32012	Johns, Alicia M.	Pay Check	-583.19
12/01/2023	32013	Richburg, Margaret A.	Pay Check	-688.35
12/01/2023	32014	McCain, James E.	Pay Check	-1,555.44
12/01/2023	Bankdraft	EFTPS	59-1156008	-1,452.18
12/01/2023	32015	US Postmaster	435 pc @ .51 ea = \$ 221.85	-221.85
12/01/2023		Deposit		0.00
12/01/2023	ACH	Re-Trun ACH	Galpin	-57.86
12/01/2023	ACH	ACH Return	Jody Lane	-70.14
12/04/2023	32016	Gainesville Regional Utilities	Account # 250002085484 REP	-3,339.81
12/04/2023		Deposit	2022/23 FISCAL YEAR END	656.37
12/04/2023	32048	Bad Bank Draft	The A Building LLC # 448001	-255.58
12/04/2023		Deposit	Deposit	57.75
12/04/2023		Deposit Return Item		-255.28
12/05/2023	32017	Alicia Johns	Mileage146 miles @ .655= 95.1	-95.63
12/05/2023	32018	McCain, James E.	Pay Check	-1,691.55
12/05/2023		Deposit	Deposit	396.11
12/06/2023		Deposit	Deposit	125.07
12/07/2023	32022	Richburg, Margaret A.	Pay Check	-688.35
12/07/2023	32021	Johns, Alicia M.	Pay Check	-583.20
12/07/2023	32019	Borelli, Michael A	Pay Check	-369.40
12/07/2023	32020	Hand, Joseph G.	Pay Check	-369.40
12/07/2023	32023	Rosenthal, Stephen B.	Pay Check	-369.40
12/07/2023		Deposit	Deposit Charter	446.01
12/07/2023		Deposit	Deposit Verizon	1,159.00
12/07/2023		Deposit	Deposit	8,923.15
12/07/2023		Deposit	Deposit	25,648.55
12/07/2023		Deposit	Deposit	296.60
12/08/2023	32024	Doty, Gabriel T	Pay Check	-712.58
12/08/2023	32025	Quinn, William M.	Pay Check	-848.27
12/08/2023		Deposit	Deposit	327.04
12/09/2023		Deposit	Deposit	57.75
12/10/2023		Deposit	Deposit	70.36
12/11/2023	bankdraft	EFTPS	59-1156008	-1,626.04
12/11/2023		Deposit	Deposit	6,420.00
12/11/2023	32026	Central FL Electric	Electric Bills 10/27/2023	-4,028.70
12/11/2023		Deposit	Deposit	530.10
12/11/2023		Deposit	Deposit	6,412.76
12/11/2023		Deposit	Deposit	6,174.62
12/12/2023	32027	Ann Richburg	Reimbursement Request mileag	-39.30
12/12/2023		Deposit	Deposit	286.64
12/13/2023		Deposit	Deposit	170.00
12/13/2023		Deposit	Deposit	5,248.38
12/14/2023	32028	Johns, Alicia M.	Pay Check	-612.65

Cedar Key Water & Sewer District Monthly Checkbook Activity As of December 31, 2023

Date	Num	Name	Memo	Amount
12/14/2023	32029	AMERICAN PIPE & TANK, INI	Invoice No.93598 11/20/23	-3,195.00
12/14/2023	32030	AT&T # 1	35254952859381989	-1,398.46
12/14/2023	32031	AT & T # 2	352-543-6405 937 1988 10/26/	-360.62
12/14/2023	32032	Elan Financial Services	4798 5103 5327 0230 10/23	-104.99
12/14/2023	32033	FLorida Department of Comm	87792	-200.00
12/14/2023	32034	Folsom Business Forms, Inc.	6,600 Laser Water& Sewer Bills	-1,174.00
12/14/2023	32035	Gator Works Computing	Invoice NO: 23-26634 23-2666	-301.00
12/14/2023	32036	JET-VAC	Invoice No: P0063850 12/06/23	-441.46
12/14/2023	32037	Konica Minolta Business Solut	Invoice No 290763298 12/23	-99.35
12/14/2023	32038	Marina Hardware At Cedar Key	220 11/23	-268.08
12/14/2023	32039	Nabors Giblin & Nickerson	Invoice No: 1108-22064 49650	-5,487.50
12/14/2023	32040	Verizon # 2	Invoice NoAcct. 9950032717 1	-99.80
12/14/2023	32041	Verizon Wireless # 1	Invoice No: 842009805-00001	-109.66
12/14/2023	32042	Quinn, William M.	Pay Check	-1,001.16
12/14/2023	32043	Central FL Electric	Electric Bills 10/27/2023	-100.00
12/14/2023		Deposit	Deposit	209.78
12/14/2023		Deposit	Deposit	955.09
12/15/2023	32044	Doty, Gabriel T	Pay Check	-814.23
12/15/2023	32045	McCain, James E.	Pay Check	-1,200.83
12/15/2023	32046	Richburg, Margaret A.	Pay Check	-688.34
12/15/2023	Bankdraft	EFTPS	59-1156008	-1,365.04
12/15/2023		Deposit	Deposit	59.65
12/15/2023		Deposit	Deposit	1,555.59
12/15/2023	Bankdraft	Wex Bank Marathon Fleet	Invoice No: 93671368 11/23	-337.76
12/16/2023		Deposit	Deposit	2,996.60
12/16/2023		Deposit	Deposit	117.88
12/18/2023		Deposit	Deposit	57.75
12/19/2023	32047	Aqua Pure Water & Sewerage	Invoice No: 86652 11/23	-414.00
12/20/2023	32048	Alicia Johns	Mileage146 miles @ .655= 95.1	-95.63
12/20/2023	32049	McCain, James E.	Pay Check	-1,200.83
12/20/2023		Deposit	Deposit	173,552.80
12/21/2023	32050	Johns, Alicia M.	Pay Check	-583.19
12/21/2023	32051	Doty, Gabriel T	Pay Check	-963.19
12/21/2023	32052	Richburg, Margaret A.	Pay Check	-688.35
12/21/2023	32053	Quinn, William M.	Pay Check	-848.28
12/22/2023	BankDraft	EFTPS	59-1156008	-1,330.34
12/22/2023		Deposit	Deposit	369.12
12/22/2023		Deposit	Deposit	118.81
12/26/2023	Bankdraft	Blue Cross Blue Shield of FL	Group:90866 76814758 01/01/	-5,583.78
12/26/2023		Deposit	Deposit	130.37
12/26/2023		Deposit	Deposit	77.91
12/27/2023	32055	AFLAC	ATF27	-953.08
12/27/2023	32054	AFLAC	ATF27	-1,191.35
12/27/2023		Deposit	Deposit	74.09
12/28/2023	32056	Johns, Alicia M.	Pay Check	-583.19

Cedar Key Water & Sewer District Monthly Checkbook Activity As of December 31, 2023

Date	Num	Name	Memo	Amount
12/28/2023	32057	Quinn, William M.	Pay Check	-1,162.21
12/28/2023	32058	AT & T MOBILITY	831-001-3428	-92.50
12/28/2023	32059	AT&T Business	28972832253088	-124.50
12/28/2023	32060	Barney's Pumps, Inc.	3015071	-2,769.30
12/28/2023	32061	CITRUS PUBLISHING	50079165,50079803,50079980:	-561.25
12/28/2023	32062	Custom Pump & Control	Invoice No 53433 2hp 230v, 1ph	-3,895.00
12/28/2023	32063	FORNTLINE WATERWORKS	6328464,6328403 PIPE AND M	-3,154.40
12/28/2023	32064	GRAYBAR FINANCIAL SERV	iNVOICE nO. 15733666 YEALI	-217.73
12/28/2023	32065	Hawkins, Inc.d/b/a Dumont	Invoice NO 6650557	-1,956.19
12/28/2023	32066	Quill Corporation	Invoice NO. 35971942 12/054	-183.38
12/28/2023	32067	Transamerica Employee Bene	33859	-45.10
12/28/2023		Deposit	Deposit	7,847.51
12/28/2023		Deposit	Deposit	13,074.18
12/28/2023		Deposit	Deposit	31,424.38
12/29/2023	32068	Doty, Gabriel T	Pay Check	-814.22
12/29/2023	32069	McCain, James E.	Pay Check	-1,200.83
12/29/2023	32070	Richburg, Margaret A.	Pay Check	-688.35
12/29/2023	Bankdraft	EFTPS	59-1156008	-1,442.82
12/29/2023	32072	US Postmaster	789 pc @ .51 ea = \$ 402.39	-402.39
12/29/2023		Deposit	Deposit	5,056.34
12/29/2023		Deposit	DEP Sewer Grant	46,358.70
12/29/2023	Bankdraft	Transferred	For Reserve Account	-4,902.00
12/29/2023	Bankdraft	City Of Cedar Key	Solid Waste Nov. 23	-124.94
12/31/2023		Deposit	Deposit	334.83
Total 100 - Operating Account				<u>270,343.89</u>
Total Unrestricted Cash Funds				<u>270,343.89</u>
TOTAL				<u>270,343.89</u>

Cedar Key Water and Sewer District

Penalty Register

Detailed

For charges due before 12/29/2023

Account Balance as of 12/29/2023

Disconnect Date 01/10/2024

Sorted by: Route + Reading Sequence

Location No	Account No	Name	Address	Meter No.	Prev. Balance	Penalty	Tax	Account Balance
37001	37001	CLAMTASTIC	11990 HWY 24					
		WATER		2300082616	78.81	20.00	0.00	98.81
		SEWER			74.77	0.00	0.00	74.77
			Total		153.58	20.00	0.00	173.58
42001	42001	DAVID COLSON	12232 SW SR 24					
		WATER		14346385	32.12	20.00	0.00	52.12
		SEWER			32.12	20.00	0.00	52.12
			Total		32.12	20.00	0.00	52.12
43001	43001	BENJAMIN BURNESED	12250 SR 24					
		WATER		2100185277	79.01	20.00	0.00	99.01
		SEWER			56.87	0.00	0.00	56.87
			Total		135.88	20.00	0.00	155.88
81001	81001	W.E. KNIGHT	12406 SR 24					
		WATER		14346305	164.11	20.00	0.00	184.11
		SEWER			114.72	0.00	0.00	114.72
			Total		278.83	20.00	0.00	298.83
1051001	1051001	WILL KNIGHT	12406 SR 24					
		WATER		18258673	164.86	20.00	0.00	184.86
		SEWER			164.86	20.00	0.00	184.86
			Total		164.86	20.00	0.00	184.86
86001	86001	BIG MOON LLC	12420 STATE ROAD 24					
		WATER		14346430	119.90	20.00	0.00	139.90
		SEWER			92.02	0.00	0.00	92.02
			Total		211.92	20.00	0.00	231.92
97001	97001	JENNIFER SYLVESTER	12409 LIVE OAK ST.					
		WATER		2000047459	32.00	20.00	0.00	52.00
		SEWER			30.46	0.00	0.00	30.46
			Total		62.46	20.00	0.00	82.46
108001	108001	SHEPLEY HAYNES	12526 SR 24					
		WATER		14280560	29.40	20.00	0.00	49.40
		SEWER			28.35	0.00	0.00	28.35
			Total		57.75	20.00	0.00	77.75
109001	109001	PETER STEFANI	12586 SR 24					
		WATER		2300008360	49.40	20.00	0.00	69.40
		SEWER			28.35	0.00	0.00	28.35
			Total		77.75	20.00	0.00	97.75
142001	142001	DANIEL KISS	12920 SR 24					
		WATER		14280658	29.85	20.00	0.00	49.85
		SEWER			29.85	20.00	0.00	49.85
			Total		29.85	20.00	0.00	49.85
162001	162001	MEL TAYLOR	1149 WHIDDON AVE.					
		WATER		2000047485	31.64	20.00	0.00	51.64
		SEWER			30.17	0.00	0.00	30.17
			Total		61.81	20.00	0.00	81.81
169001	169001	GARY BISHOP	1209 WHIDDON AVE					
		WATER		12943621	53.17	20.00	0.00	73.17
		SEWER			31.40	0.00	0.00	31.40
			Total		84.57	20.00	0.00	104.57
179001	179001	SCOTT SYKES	1218 WHIDDON AVE.					
		WATER		19125744	34.09	20.00	0.00	54.09
		SEWER			32.15	0.00	0.00	32.15
			Total		66.24	20.00	0.00	86.24

Location No	Account No	Name	Address	Meter No.	Prev. Balance	Penalty	Tax	Account Balance
205001	205001	SHARON SHAW	13163 SW 164TH AVENUE					
				14280592	30.39	20.00	0.00	50.39
					29.15	0.00	0.00	29.15
					59.54	20.00	0.00	79.54
208001	208001	MOLLY JUBITZ	13132 SW 164TH AVE.					
				2100182418	33.02	20.00	0.00	53.02
					31.28	0.00	0.00	31.28
					64.30	20.00	0.00	84.30
230001	230001	BRIAN SKARUPSKI	13551 SW AIRPORT RD.					
				2100035360	38.10	20.00	0.00	58.10
					35.39	0.00	0.00	35.39
					73.49	20.00	0.00	93.49
235001	235001	PHIL (PP)	16810 SW 136TH PLACE					
				2100035383	36.76	20.00	0.00	56.76
					34.30	0.00	0.00	34.30
					71.06	20.00	0.00	91.06
239001	239001	ELIZABETH NICKITAS	13850 SW AIRPORT ROAD					
				14346433	339.99	20.00	0.00	359.99
					309.23	0.00	0.00	309.23
					649.22	20.00	0.00	669.22
269001	269001	TINA ROBERTS	1165 HAWTHORNE AVE.					
				13379833	89.65	20.00	0.00	109.65
					84.91	0.00	0.00	84.91
					174.56	20.00	0.00	194.56
276001	276001	MARY RINEHART	1173 GULF BLVD					
				14280679	28.03	20.00	0.00	48.03
					30.05	0.00	0.00	30.05
					58.08	20.00	0.00	78.08
290001	290001	DIANA BIBLE	1170 PARODA AVE					
				13658397	48.79	20.00	0.00	68.79
					44.71	0.00	0.00	44.71
					93.50	20.00	0.00	113.50
309001	309001	DAVID WEIBLE	16490 PARODA AVE.					
				17336210	172.11	20.00	0.00	192.11
					124.67	0.00	0.00	124.67
					296.78	20.00	0.00	316.78
319001	319001	MARTIN KEARIN	1250 INDIANA AVE					
				12943661	33.11	20.00	0.00	53.11
					31.73	0.00	0.00	31.73
					64.84	20.00	0.00	84.84
328001	328001	ASHLEY RODRIGUEZ	12411 GULF BLVD.					
				19125743	80.32	20.00	0.00	100.32
					57.93	0.00	0.00	57.93
					138.25	20.00	0.00	158.25
351001	351001	SHAY SANTOS	16433 HODGES AVE.					
				2100035378	3.80	20.00	0.00	23.80
					59.41	0.00	0.00	59.41
					63.21	20.00	0.00	83.21
352001	352001	WILLIAM SCHOSSLER	16465 HODGES AVE.					
				2100035377	95.61	20.00	0.00	115.61
					176.30	0.00	0.00	176.30
					271.91	20.00	0.00	291.91
369001	369001	CHESTER VANDERPYL	12031 SW 165TH AVE.					
				12943625	33.14	20.00	0.00	53.14
					31.38	0.00	0.00	31.38
					64.52	20.00	0.00	84.52
405001	405001	ROBERT TEUFFER	16731 SW 121ST LANE					
				14280630	30.78	20.00	0.00	50.78
					29.46	0.00	0.00	29.46
					60.24	20.00	0.00	80.24

Location No	Account No	Name	Address	Meter No.	Prev. Balance	Penalty	Tax	Account Balance
408001	408001	MARY	16790 SW 121ST LANE	2100160637	37.41	20.00	0.00	57.41
					34.84	0.00	0.00	34.84
					72.25	20.00	0.00	92.25
434001	434001	RONALD MUDRY	16933 STURGIS CIRCLE	2100035364	101.35	20.00	0.00	121.35
					92.07	0.00	0.00	92.07
					193.42	20.00	0.00	213.42
448001	448001	JOHN ANASTASI	12750 JERNIGAN AVE.	2100035365	30.36	20.00	0.00	50.36
					29.12	0.00	0.00	29.12
					59.48	20.00	0.00	79.48
1098001	1098001	P & G HOSPITALITY #201	192 2ND STREET - CC 201	17023637	51.67	20.00	0.00	71.67
					50.19	0.00	0.00	50.19
					101.86	20.00	0.00	121.86
1099001	1099001	P & G HOSPITALITY #202	192 2ND STREET - CC 202	17023621	57.20	20.00	0.00	77.20
					54.67	0.00	0.00	54.67
					111.87	20.00	0.00	131.87
1100001	1100001	P & G HOSPITALITY #203	192 2ND STREET - CC 203	17023620	49.40	20.00	0.00	69.40
					48.35	0.00	0.00	48.35
					97.75	20.00	0.00	117.75
1110001	1110001	P & G HOSPITALITY #204	192 2ND STREET - CC 204	2000047476	64.36	20.00	0.00	84.36
					60.84	0.00	0.00	60.84
					125.20	20.00	0.00	145.20
1120001	1120001	P & G HOSPITALITY #205	192 2ND STREET - CC 205	17023624	54.12	20.00	0.00	74.12
					52.17	0.00	0.00	52.17
					106.29	20.00	0.00	126.29
1130001	1130001	P & G HOSPITALITY #206	192 2ND STREET - CC 206	17023625	50.75	20.00	0.00	70.75
					49.44	0.00	0.00	49.44
					100.19	20.00	0.00	120.19
1140001	1140001	P & G HOSPITALITY #207	192 2ND STREET - CC 207	17023627	52.21	20.00	0.00	72.21
					50.62	0.00	0.00	50.62
					102.83	20.00	0.00	122.83
1150001	1150001	P & G HOSPITALITY #208	192 2ND STREET - CC 208	17023635	58.31	20.00	0.00	78.31
					55.56	0.00	0.00	55.56
					113.87	20.00	0.00	133.87
1160001	1160001	P & G HOSPITALITY #209	192 2ND STREET - CC 209	2100160657	50.15	20.00	0.00	70.15
					48.96	0.00	0.00	48.96
					99.11	20.00	0.00	119.11
504001	504001	L&M SOL.	192 2ND ST - POOL	13458140	55.44	20.00	0.00	75.44
					55.44	20.00	0.00	75.44
1170001	1170001	P & G HOSPITALITY #301	192 2ND STREET - CC 301	17023631	50.45	20.00	0.00	70.45
					49.20	0.00	0.00	49.20
					99.65	20.00	0.00	119.65
1180001	1180001	P & G HOSPITALITY #302	192 2ND STREET - CC 302	17023630	58.01	20.00	0.00	78.01
					60.47	0.00	0.00	60.47
					118.48	20.00	0.00	138.48
1190001	1190001	P & G HOSPITALITY #303	192 2ND STREET - CC 303					

Paid

Location No	Account No	Name	Address	Meter No.	Prev. Balance	Penalty	Tax	Account Balance
1190001	1190001	P & G HOSPITALITY #303	192 2ND STREET - CC 303					
		WATER		17023628	49.40	20.00	0.00	69.40
		SEWER			48.35	0.00	0.00	48.35
		P & G HOSPITALITY #303Total			97.75	20.00	0.00	117.75
1200001	1200001	P & G HOSPITALITY #304	192 2ND STREET - CC 304					
		WATER		17023629	50.06	20.00	0.00	70.06
		SEWER			48.88	0.00	0.00	48.88
		P & G HOSPITALITY #304Total			98.94	20.00	0.00	118.94
1210001	1210001	P & G HOSPITALITY #305	192 2ND STREET - CC 305					
		WATER		2100160666	51.34	20.00	0.00	71.34
		SEWER			49.92	0.00	0.00	49.92
		P & G HOSPITALITY #305Total			101.26	20.00	0.00	121.26
1220001	1220001	P & G HOSPITALITY #306	192 2ND STREET - CC 306					
		WATER		22114900	50.57	20.00	0.00	70.57
		SEWER			49.29	0.00	0.00	49.29
		P & G HOSPITALITY #306Total			99.86	20.00	0.00	119.86
1230001	1230001	P & G HOSPITALITY #307	192 2ND STREET - CC 307					
		WATER		2100160622	50.33	20.00	0.00	70.33
		SEWER			49.10	0.00	0.00	49.10
		P & G HOSPITALITY #307Total			99.43	20.00	0.00	119.43
1240001	1240001	P & G HOSPITALITY #308	192 2ND STREET - CC 308					
		WATER		17023632	55.62	20.00	0.00	75.62
		SEWER			53.38	0.00	0.00	53.38
		P & G HOSPITALITY #308Total			109.00	20.00	0.00	129.00
1250001	1250001	P & G HOSPITALITY #309	192 2ND STREET - CC 309					
		WATER		17023626	52.78	20.00	0.00	72.78
		SEWER			51.08	0.00	0.00	51.08
		P & G HOSPITALITY #309Total			103.86	20.00	0.00	123.86
505001	505001	ISLAND ROOM REST.	192 2ND STREET					
		WATER		2100023765	98.99	20.00	0.00	118.99
		SEWER			74.91	0.00	0.00	74.91
		ISLAND ROOM REST. Total			173.90	20.00	0.00	193.90
506001	506001	SPA- LAUNDRY-	192 2ND STREET					
		WATER		2300008324	49.40	20.00	0.00	69.40
		SEWER			48.35	0.00	0.00	48.35
		SPA- LAUNDRY- Total			97.75	20.00	0.00	117.75
508001	508001	WILLIAM GRONDON	82 2ND ST-CC 311					
		WATER		12915222	50.54	20.00	0.00	70.54
		SEWER			49.27	0.00	0.00	49.27
		WILLIAM GRONDON Total			99.81	20.00	0.00	119.81
509001	509001	CHRISTINA CULVER #312	192 2ND ST-CC 312					
		WATER		13379998	52.30	20.00	0.00	72.30
		SEWER			50.70	0.00	0.00	50.70
		CHRISTINA CULVER #312Total			103.00	20.00	0.00	123.00
511001	511001	CAROL GRAHAM #314	192 2ND ST-CC 314					
		WATER		2100160630	50.39	20.00	0.00	70.39
		SEWER			49.15	0.00	0.00	49.15
		CAROL GRAHAM #314 Total			99.54	20.00	0.00	119.54
512001	512001	RACHEL MARASCALCO	192 2ND ST-CC 315					
		WATER		18258667	32.96	20.00	0.00	52.96
		SEWER			31.23	0.00	0.00	31.23
		RACHEL MARASCALCO Total			64.19	20.00	0.00	84.19
515001	515001	TB VISION LLC	192 2ND ST-CC 210					
		WATER		14280693	51.22	20.00	0.00	71.22
		SEWER			49.83	0.00	0.00	49.83
		TB VISION LLC Total			101.05	20.00	0.00	121.05
516001	516001	M. WHITE #211	192 2ND ST-CC 211					
		WATER		14280475	50.42	20.00	0.00	70.42
		SEWER			49.17	0.00	0.00	49.17
		M. WHITE #211 Total			99.59	20.00	0.00	119.59

Location No	Account No	Name	Address	Meter No.	Prev. Balance	Penalty	Tax	Account Balance
520001	520001	RENEE SMITH	82 2ND ST-CC 215	22114901	30.48	20.00	0.00	50.48
					27.10	0.00	0.00	27.10
					57.58	20.00	0.00	77.58
521001	521001	RENEE SMITH	Total					
		P & G HOSPITALITY #216	82 2ND ST -CC 216	14280472	54.99	20.00	0.00	74.99
					52.88	0.00	0.00	52.88
					107.87	20.00	0.00	127.87
522001	522001	P & G HOSPITALITY #216	Total					
		P & G HOSPITALITY #217	82 2ND ST-CC 217	18258677	51.25	20.00	0.00	71.25
					49.85	0.00	0.00	49.85
					101.10	20.00	0.00	121.10
523001	523001	P & G HOSPITALITY -	190 2ND ST-CC MARINA	13379826	69.40	20.00	0.00	89.40
					69.40	20.00	0.00	89.40
529001	529001	P & G HOSPITALITY -	Total					
		A. HAGAR - TH6	52 2ND ST- TH6	12943666	49.40	20.00	0.00	69.40
					48.35	0.00	0.00	48.35
					97.75	20.00	0.00	117.75
543001	543001	A. HAGAR - TH6	Total					
		WESLEY DIXON	11 OLD MILL DRIVE 2C	14280438	55.59	20.00	0.00	75.59
					33.36	0.00	0.00	33.36
					88.95	20.00	0.00	108.95
554001	554001	WESLEY DIXON	Total					
		JIM SPANN	11 OLD MILL DRIVE 6C	2300008305	55.20	20.00	0.00	75.20
					33.04	0.00	0.00	33.04
					88.24	20.00	0.00	108.24
563001	563001	JIM SPANN	Total					
		WILLOWS EDGE	11 OLD MILL DRIVE 8A	14280440	41.56	20.00	0.00	61.56
					38.40	0.00	0.00	38.40
					79.96	20.00	0.00	99.96
603001	603001	WILLOWS EDGE	Total					
		HEATHER LOCRASTO	211 2ND ST 31-326	12601488	33.56	20.00	0.00	53.56
					31.71	0.00	0.00	31.71
					65.27	20.00	0.00	85.27
622001	622001	HEATHER LOCRASTO	Total					
		RICCARDO BARRANTES	7030 DEPOT STREET	2300008311	30.39	20.00	0.00	50.39
					29.15	0.00	0.00	29.15
					59.54	20.00	0.00	79.54
624001	624001	RICCARDO BARRANTES	Total					
		CAROL PATTILLO	7041 DEPOT STREET	13658400	31.28	20.00	0.00	51.28
					29.87	0.00	0.00	29.87
					61.15	20.00	0.00	81.15
625001	625001	CAROL PATTILLO	Total					
		CAROL PATTILLO	7041 DEPOT ST. APT	14346868	30.27	20.00	0.00	50.27
					29.05	0.00	0.00	29.05
					59.32	20.00	0.00	79.32
652001	652001	CAROL PATTILLO	Total					
		D. STEAKLEY	7041 DEPOT ST 201C	14346389	34.69	20.00	0.00	54.69
					32.63	0.00	0.00	32.63
					67.32	20.00	0.00	87.32
663001	663001	D. STEAKLEY	Total					
		CHARLES WILTSE	234 3RD ST	12601493	33.35	20.00	0.00	53.35
					31.54	0.00	0.00	31.54
					64.89	20.00	0.00	84.89
680001	680001	CHARLES WILTSE	Total					
		BIG DECK	331 DOCK ST.	13935878	110.42	20.00	0.00	130.42
					102.72	0.00	0.00	102.72
					213.14	20.00	0.00	233.14
682001	682001	BIG DECK	Total					
		TIPSY COW	360 DOCK STREET					

Location No	Account No	Name	Address	Meter No.	Prev. Balance	Penalty	Tax	Account Balance
682001	682001	TIPSY COW	360 DOCK STREET					
				22198113	46.32	20.00	0.00	66.32
					42.55	0.00	0.00	42.55
					88.87	20.00	0.00	108.87
1048001	1048001	LIAM & MADI'S	360 DOCK STREET					
				2200064397	45.43	20.00	0.00	65.43
					41.77	0.00	0.00	41.77
					87.20	20.00	0.00	107.20
699001	699001	JOHN BEUCLER	550 1ST ST IP#210					
				13484073	29.82	20.00	0.00	49.82
					28.86	0.00	0.00	28.86
					58.68	20.00	0.00	78.68
702001	702001	G. SANTAVICCA	550 1ST ST IP#213					
				13484054	29.85	20.00	0.00	49.85
					28.71	0.00	0.00	28.71
					58.56	20.00	0.00	78.56
755001	755001	JIFFY STORE #1173	518 2ND STREET					
				17336202	95.73	20.00	0.00	115.73
					89.51	0.00	0.00	89.51
					185.24	20.00	0.00	205.24
763001	763001	SHARON SHAW	573 1ST ST.					
				2000047455	36.25	20.00	0.00	56.25
					33.89	0.00	0.00	33.89
					70.14	20.00	0.00	90.14
770001	770001	GLENN DIAL	642 1ST ST.					
				14346411	61.33	20.00	0.00	81.33
					55.83	0.00	0.00	55.83
					117.16	20.00	0.00	137.16
773001	773001	SHARON SHAW	644 1ST STREET					
				2100160649	33.38	20.00	0.00	53.38
					31.57	0.00	0.00	31.57
					64.95	20.00	0.00	84.95
807001	807001	THE MARKET	7031 D STREET					
				2100182415	36.40	20.00	0.00	56.40
					34.94	0.00	0.00	34.94
					71.34	20.00	0.00	91.34
808001	808001	NAPA	573 3RD STREET					
				22198117	31.34	20.00	0.00	51.34
					29.92	0.00	0.00	29.92
					61.26	20.00	0.00	81.26
809001	809001	JUSTIN HUFFMAN	658 4TH ST.					
				14280377	148.14	20.00	0.00	168.14
					116.68	0.00	0.00	116.68
					264.82	20.00	0.00	284.82
817001	817001	NCFL REGIONAL HSING	633 4TH ST.					
				14280376	37.77	20.00	0.00	57.77
					35.13	0.00	0.00	35.13
					72.90	20.00	0.00	92.90
825001	825001	JIMMY ALLEN	1 JIMMY ALLEN					
				13658451	27.05	20.00	0.00	47.05
					27.05	20.00	0.00	47.05
826001	826001	HINKLES CLAMS LLC	1 DOCK/ALLEN					
				13935880	29.40	20.00	0.00	49.40
					29.40	20.00	0.00	49.40
828001	828001	TRIPLE THREAT	1071 D STREET					
				14280427	78.80	20.00	0.00	98.80
					78.80	20.00	0.00	98.80
832001	832001	JOHN CHOLODENKO	634 6TH STREET 2					
				17308690	32.18	20.00	0.00	52.18
					30.60	0.00	0.00	30.60

Location No	Account No	Name	Address	Meter No.	Prev. Balance	Penalty	Tax	Account Balance
832001	832001	JOHN CHOLODENKO	634 6TH STREET 2					
		JOHN CHOLODENKO	Total		62.78	20.00	0.00	82.78
845001	845001	TERESE SEARS	741 6TH ST	2000047454	25.01	20.00	0.00	45.01
		WATER P1			30.02	0.00	0.00	30.02
		SEWER			55.03	20.00	0.00	75.03
		TERESE SEARS	Total					
869001	869001	BELL SOUTH	1 BELL SOUTH	17336209	29.55	20.00	0.00	49.55
		WATER P1			28.47	0.00	0.00	28.47
		SEWER			58.02	20.00	0.00	78.02
		BELL SOUTH	Total					
899001	899001	ELADIO LAMBERSON	610 5TH ST.	14346865	33.71	20.00	0.00	53.71
		WATER P1			47.54	0.00	0.00	47.54
		SEWER			81.25	20.00	0.00	101.25
		ELADIO LAMBERSON	Total					
902001	902001	COLLEEN MCINTINE	666 5TH ST.	13458139	192.84	20.00	0.00	212.84
		WATER P1			163.94	0.00	0.00	163.94
		SEWER			356.78	20.00	0.00	376.78
		COLLEEN MCINTINE	Total					
903001	903001	JESSE BAGGETT JR	674 5TH ST.	18189963	219.56	20.00	0.00	239.56
		WATER P1			200.39	0.00	0.00	200.39
		SEWER			419.95	20.00	0.00	439.95
		JESSE BAGGETT JR	Total					
922001	922001	KERRIE BRIDGES	882 6TH ST.	14346441	41.11	20.00	0.00	61.11
		WATER P1			65.51	0.00	0.00	65.51
		SEWER			106.62	20.00	0.00	126.62
		KERRIE BRIDGES	Total					
1330001	1330001	JOHN FEIBER	2041 H STREET	11542767	30.90	20.00	0.00	50.90
		WATER P1			29.56	0.00	0.00	29.56
		SEWER			60.46	20.00	0.00	80.46
		JOHN FEIBER	Total					
961001	961001	JOEL PETERSON	951 6TH ST-WHITMAN	18258653	30.09	20.00	0.00	50.09
		WATER P1			28.91	0.00	0.00	28.91
		SEWER			59.00	20.00	0.00	79.00
		JOEL PETERSON	Total					
966001	966001	H. WILLIAM BURGESS	4050 G. ST #101	2300008337	50.00	20.00	0.00	70.00
		WATER P1			28.83	0.00	0.00	28.83
		SEWER			78.83	20.00	0.00	98.83
		H. WILLIAM BURGESS	Total					
970001	970001	EARL WARREN III	4050 G ST. APT #202	2300008336	33.32	20.00	0.00	53.32
		WATER P1			31.52	0.00	0.00	31.52
		SEWER			64.84	20.00	0.00	84.84
		EARL WARREN III	Total					

Total Customers 99
Prev. Balance \$10,749.15
Penalty \$1,980.00
Total Tax \$0.00
Account Balance \$12,729.15

Previously Posted Penalty \$0.00

Employee Time off Accrued and Used

Doty, Gabriel T

Date	Chk Num	Period Start	Period End	Hours	Vac Accrued	Vac Used	Vac Balance	Sick Accrued	Sick Used	Sick Balance	Sick Used - Sick Leave
12/15/2023	32044	12/09/2023	12/15/2023	46.00	1.90	-	1.90	2.00	-	6.00	-
12/21/2023	32051	12/16/2023	12/22/2023	55.00	1.90	-	3.80	2.00	-	8.00	-
12/29/2023	32068	12/23/2023	12/29/2023	46.00	1.90	-	5.70	2.00	-	10.00	-
12/08/2023	32024	12/02/2023	12/08/2023	40.00	1.90	-	7.60	2.00	-	12.00	-
				187.00	7.60	0.00	7.60	8.00	0.00	12.00	0.00

Johns, Alicia M.

Date	Chk Num	Period Start	Period End	Hours	Vac Accrued	Vac Used	Vac Balance	Sick Accrued	Sick Used	Sick Balance	Sick Used - Sick Leave
12/01/2023	32012	11/25/2023	12/01/2023	40.00	3.13	8.00	45.78	2.00	-	19.95	-
12/14/2023	32028	12/11/2023	12/15/2023	42.00	3.13	16.00	32.92	2.00	-	21.95	-
12/21/2023	32050	12/18/2023	12/22/2023	40.00	3.13	-	36.05	2.00	6.00	17.95	6.00
12/28/2023	32056	12/23/2023	12/29/2023	40.00	3.13	8.00	31.18	2.00	-	19.95	-
12/07/2023	32021	12/02/2023	12/08/2023	40.00	3.13	-	34.32	2.00	3.50	18.45	3.50
				202.00	15.67	32.00	34.32	10.00	9.50	18.45	9.50

McCain, James E.

Date	Chk Num	Period Start	Period End	Hours	Vac Accrued	Vac Used	Vac Balance	Sick Accrued	Sick Used	Sick Balance	Sick Used - Sick Leave
12/01/2023	32014	11/25/2023	12/01/2023	50.50	3.13	-	313.72	2.00	3.00	945.80	3.00
12/15/2023	32045	12/09/2023	12/15/2023	40.00	3.13	-	316.85	2.00	-	947.80	-
12/20/2023	32049	12/16/2023	12/22/2023	40.00	3.13	-	319.98	2.00	16.00	933.80	16.00
12/29/2023	32069	12/23/2023	12/29/2023	40.00	3.13	-	323.12	2.00	8.00	927.80	8.00
12/05/2023	32018	12/02/2023	12/08/2023	55.00	3.13	-	326.25	2.00	24.00	905.80	24.00
				225.50	15.67	0.00	326.25	10.00	51.00	905.80	51.00

Quinn, William M.

Date	Chk Num	Period Start	Period End	Hours	Vac Accrued	Vac Used	Vac Balance	Sick Accrued	Sick Used	Sick Balance	Sick Used - Sick Leave
12/14/2023	32042	12/09/2023	12/15/2023	55.00	3.13	-	200.97	2.00	-	293.50	-
12/21/2023	32053	12/16/2023	12/22/2023	46.00	3.13	-	204.10	2.00	-	295.50	-
12/28/2023	32057	12/23/2023	12/29/2023	60.00	3.13	-	207.23	2.00	3.00	294.50	3.00
12/08/2023	32025	12/02/2023	12/08/2023	46.00	3.13	-	210.37	2.00	3.00	293.50	3.00
				207.00	12.53	0.00	210.37	8.00	6.00	293.50	6.00

Richburg, Margaret A.

Date	Chk Num	Period Start	Period End	Hours	Vac Accrued	Vac Used	Vac Balance	Sick Accrued	Sick Used	Sick Balance	Sick Used - Sick Leave
12/01/2023	32013	11/25/2023	12/01/2023	40.00	3.13	2.00	45.30	2.00	4.00	8.00	4.00
12/15/2023	32046	12/09/2023	12/15/2023	40.00	3.13	8.00	40.43	2.00	-	10.00	-
12/21/2023	32052	12/16/2023	12/22/2023	40.00	3.13	2.00	41.57	2.00	6.00	6.00	6.00
12/29/2023	32070	12/25/2023	12/29/2023	40.00	3.13	-	44.70	2.00	-	8.00	-
12/07/2023	32022	12/02/2023	12/08/2023	40.00	3.13	8.00	39.83	2.00	6.00	4.00	6.00
				200.00	15.67	20.00	39.83	10.00	16.00	4.00	16.00



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

STATEWIDE MUTUAL AID AGREEMENT - 2023

This Agreement is an acknowledgment of receipt by the Florida Division of Emergency Management ("the Division") and the local government ("Participating Party") signing this Agreement. Execution of this agreement replaces all previous iterations and is active until a new agreement is drafted and requested by The Division.

This Agreement is based on the existence of the following conditions:

- A. The State of Florida is vulnerable to a wide range of emergencies and disasters that are likely to cause the disruption of essential services and the destruction of the infrastructure needed to deliver those services.
- B. Such emergencies and disasters often exceed the emergency response and recovery capabilities of any one county or local government.
- C. Such incidents may also give rise to unusual and unanticipated physical and technical needs which a local government cannot meet with existing resources, but that other local governments within the State of Florida may be able to provide.
- D. The Emergency Management Act, chapter 252, *Florida Statutes*, provides each local government of the state the authority to develop and enter into mutual aid agreements within the state for reciprocal emergency aid in case of emergencies too extensive to be dealt with unassisted, and through such agreements ensure the timely reimbursement of costs incurred by the local governments which render such assistance.
- E. Pursuant to chapter 252.32, *Florida Statutes*, the Division renders mutual aid among the political subdivisions of the state to carry out emergency management functions and responsibilities.
- F. Pursuant to chapter 252, *Florida Statutes*, the Division has the authority to coordinate and direct emergency management assistance between local governments and concentrate available resources where needed.

Based on the existence of the foregoing conditions, the Parties agree to the following articles:

ARTICLE I: DEFINITIONS

As used in this Agreement, the following expressions shall have the following meanings:

- A. The "Agreement" is this Agreement, which shall be referred to as the Statewide Mutual Aid Agreement ("SMAA").



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

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- B. The "Division" is the Florida Division of Emergency Management.
- C. A "Requesting Party" to this Agreement is a Participating Party who requests assistance under this agreement.
- D. An "Assisting Party" to this Agreement is a Participating Party who provides assistance to a Requesting Party under this agreement.
- E. The "Period of Assistance" is the time during which an Assisting Party renders assistance to a Requesting Party under this agreement and includes the time necessary for the resources and personnel of the Assisting Party to travel to the place specified by the Requesting Party and the time necessary to return to their place of origin.
- F. A "Mission" is a documented emergency response activity performed during a Period of Assistance, usually in reference to one operational function or activity.
- G. A "local government" is any educational district, special district, or any entity that is a "local governmental entity" within the meaning of section 11.45(1)(g), *Florida Statutes*.
- H. An "educational district" is any school district within the meaning of section 1001.30, *Florida Statutes*, and any Florida College System Institution or State University within the meaning of section 1000.21, *Florida Statutes*.
- I. A "special district" is any local or regional governmental entity which is an independent special district within the meaning of section 189.012(3), *Florida Statutes*, established by local, special, or general act, or by rule, ordinance, resolution, or interlocal agreement.
- J. A "tribal council" is the respective governing bodies of the Seminole Tribe of Florida and Miccosukee Tribe of Indians recognized as special improvement district by section 285.18(1), *Florida Statutes*.
- K. An "interlocal agreement" is any agreement between local governments within the meaning of section 163.01(3)(a), *Florida Statutes*.
- L. A "Resource Support Agreement" as used in this Agreement refers to a supplemental agreement of support between a Requesting Party and an Assisting Party.
- M. "Proof of work" as used in this Agreement refers to original and authentic documentation of a single individual or group of individuals' emergency response activity at a tactical level.



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- N. "Proof of payment" as used in this Agreement refers to original and authentic documentation of an emergency response expenditure made by an Assisting Party.
- O. A "Reimbursement Package" as used in this Agreement refers to a full account of mission response documentation supported by proof of work and proof of payment.
- P. Any expressions not assigned definitions elsewhere in this Agreement shall have the definitions assigned them by the Emergency Management Act, Chapter 252, *Florida Statutes*.

ARTICLE II: APPLICABILITY OF THE AGREEMENT

Any Participating Party, including the Division, may request assistance under this Agreement for a "major disaster" or "catastrophic disaster" as defined in section 252.34, *Florida Statutes*, minor disasters, and other such emergencies as lawfully determined by a Participating Party.

ARTICLE III: INVOCATION OF THE AGREEMENT

In the event of an emergency or anticipated emergency, a Participating Party may request assistance under this Agreement from any other Participating Party or the Division if, in the judgement of the Requesting Party, its own resources are inadequate to meet the needs of the emergency or disaster.

- A. Any request for assistance under this Agreement may be oral, but within five (5) calendar days must be confirmed in writing by the Requesting Party. All requests for assistance under this Agreement shall be transmitted by the Requesting Party to another Participating Party or the Division. If the Requesting Party transmits its request for Assistance directly to a Participating Party other than the Division, the Requesting Party and Assisting Party shall keep the Division advised of their activities.
- B. The Division shall relay any requests for assistance under this Agreement to such other Participating Parties as it may deem appropriate and coordinate the activities of the Assisting Parties to ensure timely assistance to the Requesting Party. All such activities shall be carried out in accordance with the State's Comprehensive Emergency Management Plan.

ARTICLE IV: RESPONSIBILITIES OF REQUESTING PARTIES

To the extent practicable, all Requesting Parties shall provide the following information to their respective county emergency management agency, the Division, and the intended Assisting Party or Parties. In providing such information, Requesting Parties should utilize Section I of the



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Resource Support Agreement (RSA) Form, available via the [Division approved documents SharePoint site](#)¹.

- A. A description of the Mission to be performed by the Assisting Party;
- B. A description of the resources and capabilities needed to complete the Mission successfully;
- C. The location, date, and time personnel and resources from the Assisting Party should arrive at the incident site, staging area, facility, or other location designated by the Requesting Party;
- D. A description of the health, safety, and working conditions expected for deploying personnel;
- E. Lodging and meal availability;
- F. Any logistical requirements;
- G. A description of any location or facility outside the territorial jurisdiction of the Requesting Party needed to stage incoming resources and personnel;
- H. The location date, and time for personnel of the Requesting Party to meet and receive the personnel and equipment of the Assisting Party; and
- I. A technical description of any communications equipment needed to ensure effective information sharing between the Requesting Party, any Assisting Parties, and all relevant responding entities.

ARTICLE V: RESPONSIBILITIES OF ASSISTING PARTIES

Each Party shall render assistance under this Agreement to any Requesting Party to the extent practicable that its personnel, equipment, resources, and capabilities can render assistance. If upon receiving a request for assistance under this Agreement a Party determines that it has the capacity to render some or all of such assistance, it shall provide the following information without delay to the Requesting Party, the Division, and the Assisting Party's County emergency management agency. In providing such information, the Assisting Party should utilize the Section II of the Resource Support Agreement (RSA) Form, available via the [Division approved documents SharePoint site](#).

¹ FDEM approved documents such as activity logs and mutual aid forms can be found at:
https://portal.floridadisaster.org/projects/FROC/FROC_Documents/Forms/AllItems.aspx?View=%7B6F3CF7BD%2DC0A4%2D4BE2%2DB809%2DC8009D7D0686%7D



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- A. A description of the personnel, equipment, supplies, services and capabilities it has available, together with a description of the qualifications of any skilled personnel;
- B. An estimate of the time such personnel, equipment, supplies, and services will continue to be available;
- C. An estimate of the time it will take to deliver such personnel, equipment, supplies, and services to the location(s) specified by the Requesting Party;
- D. A technical description of any communications and telecommunications equipment available for timely communications with the Requesting Party and other Assisting Parties;
- E. The names and contact information of all personnel whom the Assisting Party has designated as team leaders or supervisors; and
- F. An estimated cost for the provision of assistance.

ARTICLE VI: RENDITION OF ASSISTANCE

The Requesting Party shall afford the emergency response personnel of all Assisting Parties, while operating within the jurisdictional boundaries of the Requesting Party, the same powers, duties, rights, and privileges, except that of arrest unless specifically authorized by the Requesting Party, as are afforded the equivalent emergency response personnel of the Requesting Party. Emergency response personnel of the Assisting Party will remain under the command and control of the Assisting Party, but during the Period of Assistance, the resources and responding personnel of the Assisting Party will perform response activities under the operational and tactical control of the Requesting Party.

- A. Unless otherwise agreed upon between the Requesting and Assisting Party, the Requesting Party shall be responsible for providing food, water, and shelter to the personnel of the Assisting Party. For Missions performed in areas where there are insufficient resources to support responding personnel and equipment throughout the Period of Assistance, the Assisting Party shall, to the fullest extent practicable, provide their emergency response personnel with the equipment, fuel, supplies, and technical resources necessary to make them self-sufficient throughout the Period of Assistance. When requesting assistance, the Requesting Party may specify that Assisting Parties send only self-sufficient personnel and resources but must specify the length of time self-sufficiency should be maintained.



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- B. Unless the Requesting Party has specified the contrary, it shall, to the fullest extent practicable, coordinate all communications between its personnel and the responding personnel of the Assisting Parties, and shall determine and share the frequencies and other technical specifications of all communications equipment to be used, as appropriate, with the deployed personnel of the Assisting Parties.
- C. Personnel of the Assisting Party who render assistance under this Agreement shall receive the usual wages, salaries, and other compensation as are normally afforded to personnel for emergency response activities within their home jurisdiction, and shall have all the immunities, rights, interests, and privileges applicable to their normal employment. If personnel of the Assisting Party hold local licenses or certifications limited to the jurisdiction of issue, then the Requesting Party shall recognize and honor those licenses or certifications for the duration of the Period of Assistance.

ARTICLE VII: REIMBURSEMENT

After the Period of Assistance has ended, the Assisting Party shall have 45 days to develop a full reimbursement package for services rendered and resources supplied during the Period of Assistance. All expenses claimed to the Requesting Party must have been incurred in direct response to the emergency as requested by the Requesting Party and must be supported by proof of work and proof of payment.

To guide the proper documentation and accountability of expenses, the Assisting Party should utilize the Claim Summary Form, available via the [Division approved documents SharePoint site](#) as a guide and summary of expense to collect information to then be formally submitted for review by the Requesting Party.

To receive reimbursement for assistance provided under this agreement, the Assisting Party shall provide, at a minimum, the following supporting documentation to the Requesting Party unless otherwise agreed upon between the Requesting and Assisting Parties:

- A. A complete and authentic description of expenses incurred by the Assisting Party during the Period of Assistance;
- B. Copy of a current and valid Internal Revenue Service W-9 Form;
- C. Copies of all relevant payment and travel policies in effect during the Period of Assistance;
- D. Daily personnel activity logs demonstrating emergency response activities performed for all time claimed (for FDEM reimbursement Division approved activity logs will be required for personnel activity claims);



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- E. Official payroll and travel reimbursement records for all claimed personnel expenses;
- F. Neat and comprehensive fringe benefit calculations for each position class or category of claimed personnel;
- G. Written justification for all additional expenses/purchases incurred during the Period of Assistance;
- H. Proof of payment for additional/miscellaneous expenses incurred during the Period of Assistance
- I. Equipment activity logs demonstrating equipment use and operation in support of emergency response activities for all time claimed (for FDEM reimbursement Division approved forms will be required for equipment activity claims);
- J. Proof of reimbursement to all employees who incurred emergency response expenses with personal money;
- K. Justification for equipment repair expenses; and
- L. Copies of any applicable supporting agreements or contracts with justification.

If a dispute or disagreement regarding the eligibility of any expense arises, the Requesting Party, Assisting Party, or the Division may elect binding arbitration. If binding arbitration is elected, the Parties must select as an arbitrator any elected official of another Participating Party, or any other official of another Participating Party whose normal duties include emergency management, and the other Participating Party shall also select such an official as an arbitrator, and the arbitrators thus chosen shall select another such official as a third arbitrator.

The three (3) arbitrators shall convene by teleconference or videoconference within thirty (30) calendar days to consider any documents and any statements or arguments by the Division, the Requesting Party, or the Assisting Party concerning the protest, and shall render a decision in writing not later than ten (10) business days after the close of the hearing. The decision of a majority of the arbitrators shall bind the parties and shall be final.

If the Participating Parties do not elect binding arbitration, this agreement and any disputes arising thereunder shall be governed by the laws of the State of Florida and venue shall be in Leon County, Florida. Nothing in this Agreement shall be construed to create an employer-employee relationship or a partnership or joint venture between the participating parties. Furthermore, nothing contained herein shall constitute a waiver by either Party of its sovereign immunity or the provisions of section 768.28, Florida Statutes. Nothing herein shall be construed as consent by either Party to be sued by third parties.



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

ARTICLE VIII: COST ELIGIBLE FOR REIMBURSEMENT

The costs incurred by the Assisting Party under this Agreement shall be reimbursed as needed to make the Assisting Party whole to the fullest extent practicable.

- A. Employees of the Assisting Party who render assistance under this Agreement shall be entitled to receive from the Assisting Party all their usual wages, salaries, and any and all other compensation for mobilization, hours worked, and demobilization. Such compensation shall include any and all contributions for insurance and retirement, and such employees shall continue to accumulate seniority at the usual rate. As between the employees and the Assisting Party, the employees shall have all the duties, responsibilities, immunities, rights, interests, and privileges incident to their usual employment. The Requesting Party shall reimburse the Assisting Party for these costs of employment.
- B. The costs of equipment supplied by the Assisting Party shall be reimbursed at the rental rate established in FEMA's Schedule of Equipment, or at any other rental rate agreed to by the Requesting Party. In order to be eligible for reimbursement, equipment must be in actual operation performing eligible work. The labor costs of the operator are not included in the rates and should be approved separately from equipment costs. The Assisting Party shall pay for fuels, other consumable supplies, and repairs to its equipment as needed to keep the equipment in a state of operational readiness. Rent for the equipment shall be deemed to include the cost of fuel and other consumable supplies, maintenance, service, repairs, and ordinary wear and tear. With the consent of the Assisting Party, the Requesting Party may provide fuels, consumable supplies, maintenance, and repair services for such equipment at the site. In that event, the Requesting Party may deduct the actual costs of such fuels, consumable supplies, maintenance, and services from the total costs otherwise payable to the Assisting Party. If the equipment is damaged while in use under this Agreement and the Assisting Party receives payment for such damage under any contract of insurance, the Requesting Party may deduct such payment from any item or items billed by the Assisting Party for any of the costs for such damage that may otherwise be payable.
- C. The Requesting Party shall pay the total costs for the use and consumption of any and all consumable supplies delivered by the Assisting Party for the Requesting Party under this Agreement. In the case of perishable supplies, consumption shall be deemed to include normal deterioration, spoilage, and damage notwithstanding the exercise of reasonable care in its storage and use. Supplies remaining unused shall be returned to the Assisting Party in usable condition upon the close of the Period of Assistance, and the Requesting Party may deduct the cost of such returned supplies from the total costs billed by the Assisting Party for such supplies. If the Assisting Party agrees, the Requesting Party may also replace any and all used consumable supplies with like



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

supplies in usable condition and of like grade, quality and quantity within the time allowed for reimbursement under this Agreement.

- D. The Assisting Party shall keep records to document all assistance rendered under this Agreement. Such records shall present information sufficient to meet the audit requirements specified in the regulations of FEMA and any applicable circulars issued by the State of Florida. Upon reasonable notice, the Assisting Party shall make its records available the Requesting Party for inspection or duplication between 8:00 a.m. and 5:00 p.m. on all weekdays, except for official holidays.

ARTICLE IX: INSURANCE

Each Participating Party shall determine for itself what insurance to procure, if any. With the exceptions in this Article, nothing in this Agreement shall be construed to require any Participating Party to procure insurance.

- A. Each Participating Party shall procure employers' insurance meeting the requirements of the Workers' Compensation Act, as amended, affording coverage for any of its employees who may be injured while performing any activities under the authority of this Agreement, and shall be provided to each Participating Party.
- B. Participating Parties may elect additional insurance affording liability coverage for any activities that may be performed under the authority of this Agreement .
- C. Subject to the limits of such liability insurance as any Participating Party may elect to procure, nothing in this Agreement shall be construed to waive, in whole or in part, any immunity any Participating Party may have in any judicial or quasi-judicial proceeding.
- D. Each Participating Party which renders assistance under this Agreement shall be deemed to stand in the relation of an independent contractor to all other Participating Parties and shall not be deemed to be the agent of any other Participating Party.
- E. Nothing in this Agreement shall be construed to relieve any Participating Party of liability for its own conduct and that of its employees.
- F. Nothing in this Agreement shall be construed to obligate any Participating Party to indemnify any other Participating Party from liability to third parties.



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

ARTICLE X: GENERAL REQUIREMENTS

Notwithstanding anything to the contrary elsewhere in this Agreement, all Participating Parties shall be subject to the following requirements in the performance of this Agreement:

- A. All Participating Parties shall allow public access to all documents, papers, letters, or other materials subject to the requirements of the Public Records Act, as amended, and made or received by any Participating Party in conjunction with this Agreement.
- B. No Participating Party may hire employees in violation of the employment restrictions in the Immigration and Nationality Act, as amended.
- C. No costs reimbursed under this Agreement may be used directly or indirectly to influence legislation or any other official action by the Legislature of the State of Florida or any of its agencies.
- D. Any communication to the Division under this Agreement shall be sent via either email, the Division of Emergency Managements Enterprise System (DEMES), or mail to the Response Bureau, Florida Division of Emergency Management, 2555 Shumard Oak Boulevard, Tallahassee, Florida 32399-2100.
- E. Any communication to a Participating Party shall be sent to the official or officials specified by that Participating Party. For the purpose of this section, any such communication may be sent by the U.S. Mail, e-mail, or other electronic platforms.

ARTICLE XI: EFFECTS OF AGREEMENT

Upon its execution by a Participating Party, this Agreement shall have the following effect with respect to that Participating Party:

- A. The execution of this Agreement by any Participating Party which is a signatory to the Statewide Mutual Aid Agreement of 1994 shall terminate the rights, interests, duties, responsibilities, and obligations of that Participating Party under the Statewide Mutual Aid Agreement of 1994, but such termination shall not affect the liability of the Participating Party for the reimbursement of any costs due under the Statewide Mutual Aid Agreement of 1994, regardless of whether such costs are billed or unbilled.
- B. The execution of this Agreement by any Participating Party which is a signatory to the Public Works Mutual Aid Agreement shall terminate the rights, interests, duties, responsibilities and obligations of that Participating Party under the Public Works Mutual Aid Agreement, but such termination shall not affect the liability of the Participating Party for the reimbursement of any costs due under the Public Works Mutual Aid Agreement,

DIVISION HEADQUARTERS
2555 Shumard Oak Boulevard
Tallahassee, FL 32399-2100

Telephone: 850-815-4000
www.FloridaDisaster.org

STATE LOGISTICS RESPONSE CENTER
2702 Directors Row
Orlando, FL 32809-5631



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

regardless of whether such costs are billed or unbilled.

- C. Upon the activation of this Agreement by the Requesting Party, this Agreement shall supersede any other existing agreement between it and any Assisting Party to the extent that the former may be inconsistent with the latter.
- D. Upon its execution by any Participating Party, this Agreement will continue in effect for one (1) year from its date of execution by that Participating Party, and it shall automatically renew each year after its execution, unless within sixty (60) calendar days before the renewal date the Participating Party notifies the Division, in writing, of its intent to withdraw from the Agreement.
- E. The Division shall transmit any amendment to this Agreement by sending the amendment to all Participating Parties not later than five (5) business days after its execution by the Division. Such amendment shall take effect not later than sixty (60) calendar days after the date of its execution by the Division and shall then be binding on all Participating Parties. Notwithstanding the preceding sentence, any Participating Party who objects to the amendment may withdraw from the Agreement by notifying the Division in writing of its intent to do so within that time in accordance with section E of this Article.
- F. A Participating Party may rescind this Agreement at will after providing the other Participating Party a written SMAA withdrawal notice. Such notice shall be provided at least 30 days prior to the date of withdrawal. This 30-day withdrawal notice must be: written, signed by an appropriate authority, duly authorized on the official letterhead of the Participating Party, and must be sent via email, the Division of Emergency Managements Enterprise System (DEMES), or certified mail.

ARTICLE XII: INTERPRETATION AND APPLICATION OF AGREEMENT

The interpretation and application of this Agreement shall be governed by the following conditions:

- A. The obligations and conditions resting upon the Participating Parties under this Agreement are not independent, but dependent.
- B. Time shall be of the essence of this Agreement, and of the performance of all conditions, obligations, duties, responsibilities, and promises under it.
- C. This Agreement states all the conditions, obligations, duties, responsibilities, and promises of the Participating Parties with respect to the subject of this Agreement, and there are no conditions, obligations, duties, responsibilities, or promises other than those expressed in this Agreement.

DIVISION HEADQUARTERS
2555 Shumard Oak Boulevard
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STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

- D. If any sentence, clause, phrase, or other portion of this Agreement is ruled unenforceable or invalid, every other sentence, clause, phrase, or other portion of the Agreement shall remain in full force and effect, it being the intent of the Division and the other Participating Parties that every portion of the Agreement shall be severable from every other portion to the fullest extent practicable. The Division reserves the right, at its sole and absolute discretion, to change, modify, add, or remove portions of any sentence, clause, phrase, or other portion of this Agreement that conflicts with state law, regulation, or policy. If the change is minor, the Division will notify the Participating Party of the change and such changes will become effective immediately; therefore, please check these terms periodically for changes. If the change is substantive, the Participating Parties may be required to execute the Agreement with the adopted changes. Any continued or subsequent use of this Agreement following the posting of minor changes to this Agreement shall signify implied acceptance of such changes.
- E. The waiver of any obligation or condition in this Agreement by a Participating Party shall not be construed as a waiver of any other obligation or condition in this Agreement.

NOTE: This iteration of the State of Florida Statewide Mutual Aid Agreement will replace all previous versions.

The Division shall provide reimbursement to Assisting Parties in accordance with the terms and conditions set forth in this Article for missions performed at the direct request of the Division. Division reimbursement eligible expenses must be in direct response to the emergency as requested by the State of Florida. All required cost estimations and claims must be executed through the DEMES Mutual Aid Portal and assisting agencies must use all required FDEM forms for documentation and cost verification. If a Requesting Party has not forwarded a request through the Division, or if an Assisting Party has rendered assistance without being requested to do so by the Division, the Division shall not be liable for the costs of any such assistance.

FDEM reserves the right to deny individual reimbursement requests if deemed to not be in direct response to the incident for which asset was requested.

IN WITNESS WHEREOF, the Parties have duly executed this Agreement on the date specified below:

DIVISION HEADQUARTERS
2555 Shumard Oak Boulevard
Tallahassee, FL 32399-2100

Telephone: 850-815-4000
www.FloridaDisaster.org

STATE LOGISTICS RESPONSE CENTER
2702 Directors Row
Orlando, FL 32809-5631



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

FOR ADOPTION BY A COUNTY

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____ Date: _____

Kevin Guthrie, Executive Director or
Ian Guidicelli, Authorized Designee

ATTEST:
CLERK OF THE CIRCUIT COURT

BOARD OF COUNTY COMMISSIONERS
OF _____ COUNTY,
STATE OF FLORIDA

By: _____

Clerk or Deputy Clerk

By: _____

Chairman

Date: _____

Approved as to Form:

By: _____

County Attorney



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

FOR ADOPTION BY A CITY

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____ Date: _____

Kevin Guthrie, Executive Director or
Ian Guidicelli, Authorized Designee

ATTEST:
CITY CLERK

CITY OF _____
STATE OF FLORIDA

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Approved as to Form:

By: _____

City Attorney



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

FOR ADOPTION BY AN EDUCATIONAL DISTRICT

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____ Date: _____

Kevin Guthrie, Executive Director or
Ian Guidicelli, Authorized Designee

_____ SCHOOL DISTRICT, STATE OF FLORIDA

By: _____ By: _____

Title: _____ Title: _____

Date: _____

Approved as to Form:

By: _____

Attorney for District



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

FOR ADOPTION BY COMMUNITY COLLEGE OR STATE UNIVERSITY

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____ Date: _____

Kevin Guthrie, Executive Director or
Ian Guidicelli, Authorized Designee

ATTEST:

BOARD OF TRUSTEES
OF _____
COMMUNITY COLLEGE,
STATE OF FLORIDA

BOARD OF TRUSTEES
OF _____
UNIVERSITY,
STATE OF FLORIDA

By: _____

Clerk

By: _____

Chairman

Date: _____

Approved as to Form:

By: _____

Attorney for Board



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

FOR ADOPTION BY A SPECIAL DISTRICT

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____ Date: _____

Kevin Guthrie, Executive Director or
Ian Guidicelli, Authorized Designee

_____ SPECIAL DISTRICT, STATE OF FLORIDA

By: _____ By: _____

Title: _____ Title: _____

Date: _____

Approved as to Form:

By: _____

Attorney for District



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

FOR ADOPTION BY AN AUTHORITY

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____ Date: _____

Kevin Guthrie, Executive Director or
Ian Guidicelli, Authorized Designee

ATTEST:

BOARD OF TRUSTEES
OF _____
AUTHORITY,
STATE OF FLORIDA

By: _____

Clerk

By: _____

Chairman

Date: _____

Approved as to Form:

By: _____

Attorney for Board



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

FOR ADOPTION BY A NATIVE AMERICAN TRIBE

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____ Date: _____

Kevin Guthrie, Executive Director or
Ian Guidicelli, Authorized Designee

ATTEST:

TRIBAL COUNCIL OF THE
_____ TRIBE OF FLORIDA

By: _____

Council Clerk

By: _____

Chairman

Date: _____

Approved as to Form:

By: _____

Attorney for Council



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

FOR ADOPTION BY A COMMUNITY DEVELOPMENT DISTRICT

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____ Date: _____

Kevin Guthrie, Executive Director or
Ian Guidicelli, Authorized Designee

COMMUNITY DEVELOPMENT DISTRICT, STATE OF FLORIDA

By: _____ By: _____

Title: _____ Title: _____

Date: _____

Approved as to Form:

By: _____

Attorney for District



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

SAMPLE AUTHORIZING RESOLUTION FOR ADOPTION OF STATEWIDE MUTUAL AID AGREEMENT

RESOLUTION NO. _____

WHEREAS, the State of Florida Emergency Management Act, Chapter 252, authorizes the State and its political subdivisions to provide emergency aid and assistance in the event of a disaster or emergency; and

WHEREAS the statutes also authorize the State to coordinate the provision of any equipment, services, or facilities owned or organized by the State or its political subdivisions for use in the affected area upon the request of the duly constituted authority of the area; and

WHEREAS this Resolution authorizes the request, provision, and receipt of interjurisdictional mutual assistance in accordance with the Emergency Management Act, Chapter 252, among political subdivisions within the State; and

NOW, THEREFORE, be it resolved by _____

_____ that in order to maximize the prompt, full and effective use of resources of all participating governments in the event of an emergency or disaster we hereby adopt the Statewide Mutual Aid Agreement which is attached hereto and incorporated by reference.

ADOPTED BY: _____

DATE: _____

I certify that the foregoing is an accurate copy of the Resolution adopted by

_____ on _____.

BY: _____

TITLE: _____

DATE: _____

FEDERALLY FUNDED SUBAWARD AND GRANT AGREEMENT for DR - 4734 - Hurricane Idalia

The following Agreement is made and information is provided pursuant to 2 CFR §200.332(a)(1):

Subrecipient's name:	<u>Cedar Key Water and Sewer District</u>
Subrecipient's unique entity identifier:	_____
Federal Award Date:	<u>09/01/2023</u>
Subaward Period of Performance Start and End Date (Cat A-B):	<u>08/31/2023 - 2/29/2024</u>
Subaward Period of Performance Start and End Date (Cat C-G):	<u>08/31/2023 - 2/28/2025</u>
Amount of Federal Funds Obligated by this Agreement:	<u>N/A</u>
Total Amount of Federal Funds Obligated to the Subrecipient by the pass-through entity to include this Agreement:	_____
Total Amount of the Federal Award committed to the Subrecipient by the pass-through entity:	_____
Federal award project description (see Federal Funding Accountability and Transparency Act (FFATA):	<u>Grant for communities to respond to and recover from major disasters or emergencies and for limited mitigation measures.</u>
Name of Federal awarding agency:	<u>Department of Homeland Security (DHS) Federal Emergency Management Agency (FEMA)</u>
Name of pass-through entity:	<u>Florida Division of Emergency Management (FDEM)</u>
Contact information for the pass-through entity:	<u>2555 Shumard Oak Blvd. Tallahassee, FL 32399-2100</u>
Assistance Listing Number (Formerly CFDA Number):	<u>97.036</u>
<u>Assistance Listing Program Title (Formerly CFDA program Title):</u>	<u>Disaster Grants - Public Assistance (Presidentially Declared Disasters)</u>

THIS AGREEMENT is entered into by the State of Florida, Division of Emergency Management, with headquarters in Tallahassee, Florida (hereinafter referred to as the "Division"), and Cedar Key Water and Sewer District (hereinafter referred to as the "Subrecipient").

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING REPRESENTATIONS:

A. The Subrecipient represents that it is fully qualified and eligible to receive these grant funds to provide the services identified herein;

B. The Subrecipient, by its decision to participate in this grant program, bears the ultimate responsibility for ensuring compliance with all applicable State and Federal laws, regulations and policies, and bears the ultimate consequences of any adverse decisions rendered by the Division, the Federal Awarding Agency, or any other State and Federal agencies with audit, regulatory, or enforcement authority;

C. This Agreement establishes the relationship between the Division and the Subrecipient to allow the Division to pay grant funds to the Subrecipient.

THEREFORE, the Division and the Subrecipient agree to the following:

(1) APPLICATION OF STATE LAW TO THIS AGREEMENT

2 CFR § 200.302 provides: "Each state must expend and account for the Federal award in accordance with state laws and procedures for expending and accounting for the state's own funds." Therefore, section 215.971, Florida Statutes, entitled "Agreements funded with federal or state assistance," applies to this Agreement.

(2) LAWS, RULES, REGULATIONS AND POLICIES

a. Performance under this Agreement is subject to 2 CFR Part 200, entitled "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards."

b. In addition to the foregoing, the Subrecipient and the Division shall be governed by all applicable State and Federal laws, rules, and regulations. Any express reference in this Agreement to a particular statute, rule, or regulation in no way implies that no other statute, rule, or regulation applies. The applicable statutes, rules, or regulations are the statutes, rules, or regulations in effect at the time of the declaration of the incident through which federal funds are awarded, or as otherwise indicated as retroactively applied.

(3) CONTACT

a. In accordance with section 215.971(2), Florida Statutes, the Division's Grant Manager shall be responsible for enforcing performance of this Agreement's terms and conditions and shall serve as the Division's liaison with the Subrecipient. As part of his/her duties, the Grant Manager for the Division shall:

- i. Monitor and document Subrecipient performance; and
- ii. Review and document all deliverables for which the Subrecipient requests payment.

b. The Division's Grant Manager for this Agreement is:

Name Jennifer Stallings
Title Finance & Administration Manager
Bureau of Recovery
Address: Florida Division of Emergency Management
 2555 Shumard Oak Blvd.
 Tallahassee, FL 32399-2100
Telephone: (850) 815-4458
Email: Jennifer.Stallings@em.myflorida.com

c. The name and address of the Representative of the Subrecipient responsible for the administration of this Agreement is:

Name: _____
Address: _____

Telephone: _____

Email: _____

d. In the event that different representatives or addresses are designated by either party after execution of this Agreement, notice of the name, title, and address of the new representative will be provided to the other party in writing via letter or electronic email.

e. Systems Access: It is the Subrecipient's responsibility to maintain current active users in the Division's grants management system in accordance with Attachment B to this Agreement ("Systems Access Form").

(4) TERMS AND CONDITIONS

This Agreement contains all the terms and conditions agreed upon by the parties.

(5) EXECUTION

This Agreement may be executed in any number of counterparts, of which may be taken as an original.

(6) MODIFICATION

Either party may request modification of the provisions of this Agreement. Changes which are agreed upon shall be valid only when in writing, signed by each of the parties, and attached to the original of this Agreement.

(7) SCOPE OF WORK

The Subrecipient shall perform the work as approved by FEMA and provide the necessary documentation to substantiate work completed.

(8) PERIOD OF AGREEMENT/PERIOD OF PERFORMANCE

The Period of Agreement establishes a timeframe for all Subrecipient contractual obligations to be completed. Upon execution by both parties, this Agreement shall begin on the first day of the incident period for the disaster applicable to the agreement and shall end upon closeout of the Subrecipient's account for this disaster by the Federal Awarding Agency, unless terminated earlier as specified elsewhere in this Agreement. This Agreement survives and remains in effect after termination for the herein referenced State and Federal audit requirements and the referenced required records retention periods. Work may only be performed during the timeframes established and approved by FEMA for each Category of Work type.

(9) FUNDING

a. The amount of total available funding for this subgrant is limited to the amount obligated by the Federal Awarding Agency for all projects approved for this Subrecipient for DR - 4734 - Hurricane Idalia. Payments to Subrecipients are contingent upon the granting of budget authority to the Division.

b. Pursuant to section 252.37(5)(a), Florida Statutes, unless otherwise specified in the General Appropriations Act, whenever the State accepts financial assistance from the Federal Government or its agencies under the Federal Public Assistance Program and such financial assistance is conditioned upon a requirement for matching funds, the State shall provide the entire match requirement for state agencies and one-half of the required match for grants to Local governments. **Affected Local governments shall be required to provide one-half of the required match prior to receipt of such financial assistance. Section 252.37, Florida Statutes, does not**

apply to Subrecipients that are considered Private Non-Profit entities, therefore the entire non-federal share shall be the responsibility of the Private Non-Profit Subrecipient.

c. The Executive Office of the Governor may approve a waiver to local governments for the Non-Federal match requirement. The local government must apply for the waiver in accordance with Section 252.37(5)(b), Florida Statutes. Local governments must apply for the match waiver independently from their respective County.

(10) PAYMENT

a. The payment method used by the Division is either a Cost Reimbursement or an Advance Payment. Advance payments will be governed by Chapter 216, Florida Statutes.

b. The Division's Grant Manager, as required by section 215.971(2)(c), Florida Statutes, shall reconcile and verify all funds received against all funds expended during the grant agreement period and produce a final reconciliation report. The final report must identify any funds paid in excess of the expenditures incurred by the Subrecipient.

(11) REPAYMENTS

a. Refunds or repayments of obligated funds may be paid to the Division through check or through a payment plan as approved by the Department of Financial Services. Additionally, FEMA may permit the Division to off-set against other obligated projects where deemed appropriate. In accordance with Chapter 255, Florida Statutes, the Subrecipient has 30 days to repay the funds from the issuance of the invoice from the Division. The Division may impose a 1% per month interest fee for unpaid invoices.

b. All refunds or repayments due to the Division under this Agreement are to be made payable to the order of "Division of Emergency Management," and must include the invoice number and the applicable Disaster and Project number(s) that are the subject of the invoice, and be mailed directly to the following address:

Division of Emergency Management
Cashier
2555 Shumard Oak Boulevard
Tallahassee FL 32399-2100

(12) RECORDS

a. As required by 2 CFR § 200.334, and modified by Florida Department of State's record retention requirements (Fla. Admin. Code R. 1B-24.003), the Subrecipient shall retain sufficient records to show its compliance with the terms of this Agreement and all relevant terms and conditions of the award paid from funds under this Agreement, for a period of five (5) years from the date of submission of the final expenditure report. This period may be extended for reasons including, but not limited to, litigation, fraud, or appeal. As required by 2 CFR § 200.303(e), the Subrecipient shall take reasonable measures to safeguard protected personally identifiable information and other information the Federal Awarding Agency or the Division designates as sensitive or the Subrecipient considers sensitive consistent with applicable Federal, State, local, and tribal laws regarding privacy and responsibility over confidentiality.

b. The Subrecipient shall maintain all records for the Subrecipient and for all subcontractors or consultants to be paid from funds provided under this Agreement, including documentation of all program costs, in a form sufficient

to determine compliance with the requirements and objectives of the award and all other applicable laws and regulations.

(13) AUDITS

- a. The Subrecipient shall comply with the audit requirements contained in 2 CFR Part 200, Subpart F.
- b. As required by 2 CFR § 200.337(a), "The Federal awarding agency, Inspectors General, the Comptroller General of the United States, and the [Division], or any of their authorized representatives, shall enjoy the right of access to any documents, papers, or other records of the [Subrecipient] which are pertinent to the Federal award, in order to make audits, examinations, excerpts, and transcripts. The right also includes timely and reasonable access to the [Subrecipient's] personnel for the purpose of interview and discussion related to such documents." The right of access is not limited to the required retention period but lasts as long as the records are retained (2 CFR § 200.337(c)).
- c. As required by 2 CFR § 200.332(a)(5), the Division, the Chief Inspector General of the State of Florida, the Florida Auditor General, or any of their authorized representatives, shall enjoy the right of access to any documents, financial statements, papers, or other records of the Subrecipient which are pertinent to this Agreement, in order to make audits, examinations, excerpts, and transcripts. The right of access also includes timely and reasonable access to the Subrecipient's personnel for the purpose of interview and discussion related to such documents.

(14) REPORTS

- a. Consistent with 2 CFR § 200.329, the Subrecipient shall provide the Division with quarterly reports and any applicable financial reporting, including reports required by the Federal Funding Accountability and Transparency Act (FFATA). These reports shall include the current status and progress by the Subrecipient and, as applicable, all subcontractors in completing the work described in the Scope of Work and the expenditure of funds under this Agreement, in addition to any other information requested by the Division.

	Reporting Time Period	Subrecipient Report Submittal Deadline
Quarter 1 (Q1)	October 1 – December 31	January 15
Quarter 2 (Q2)	January 1 – March 31	April 15
Quarter 3 (Q3)	April 1 – June 30	July 15
Quarter 4 (Q4)	July 1 – September 30	October 15

- b. The Subrecipient agrees to submit quarterly reports to the Division no later than fifteen (15) days after the end of each quarter of the program year and to submit quarterly reports each quarter until one quarter past the closeout of each project in the Division's Grant Management System. The ending dates for each quarter of the program year are March 31, June 30, September 30, and December 31.
- c. The closeout report is due sixty (60) days after completion of each project worksheet associated with the applicant executing this Agreement, or sixty (60) days after termination of this Agreement, whichever first occurs.

d. The Subrecipient shall provide additional program reports, updates, or information that may be required by the Division or the Federal awarding agency.

(15) MONITORING

a. The Division shall monitor the performance of the Subrecipient under this Agreement to ensure that the Scope of Work is being accomplished within the specified time periods, and that other performance goals are being met.

b. The Subrecipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Division. In the event that the Division determines that an audit of the Subrecipient is appropriate, the Subrecipient agrees to comply with any additional instructions provided by the Division to the Subrecipient regarding such audit.

c. Small Projects, as defined in 44 CFR § 206.203, that are obligated above the Federal Simplified Acquisition Threshold (SAT) will be subject to enhanced oversight and monitoring by the Division as authorized by 2 CFR § 200.332(a)(2).

(16) LIABILITY

a. Unless the Subrecipient is a State agency or political subdivision, as defined in section 768.28(2), Florida Statutes, the Subrecipient is solely responsible to third parties it deals with in carrying out the terms of this Agreement. As authorized by section 768.28(19), Florida Statutes, Subrecipient shall hold the Division harmless against all claims of whatever nature by third parties arising from the work performance under this Agreement. For purposes of this Agreement, Subrecipient agrees that it is not an employee or agent of the Division but is an independent contractor.

b. As required by section 768.28(19), Florida Statutes, any Subrecipient which is a State agency or political subdivision, as defined in section 768.28(2), Florida Statutes, agrees to be fully responsible for its negligent or tortious acts or omissions which result in claims or suits against the Division and agrees to be liable for any damages proximately caused by the acts or omissions to the extent set forth in section 768.28, Florida Statutes. Nothing herein is intended to serve as a waiver of sovereign immunity by any Subrecipient to which sovereign immunity applies. Nothing herein shall be construed as consent by a State agency or subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

(17) TERMINATION

This Agreement terminates upon the completion of all eligible work and payment of all eligible costs in accordance with the Public Assistance Program requirements. The Division and Subrecipient agree that all records will be maintained until the conclusion of any record retention period.

(18) PROCUREMENT

a. The Subrecipient must ensure that any procurement involving funds authorized by the Agreement complies with all applicable Federal and State laws and regulations, including 2 CFR §§ 200.318 through 200.327 as well as Appendix II to 2 CFR Part 200 (entitled "Contract Provisions for Non-Federal Entity Contracts Under Federal Awards"). Additional requirements, guidance, templates, and checklists regarding procurement may be obtained through the FEMA Procurement Disaster Assistance Team. Resources found here: <https://www.fema.gov/grants/procurement>.

b. The Subrecipient must include all applicable federal contract terms for all contracts for which federal

funds are received.

If the Subrecipient contracts with any contractor or vendor for performance of any portion of the work required under this Agreement, the Subrecipient must incorporate into its contract with such contractor or vendor an indemnification clause holding the Federal Government, its employees and/or their contractors, the Division, its employees and/or their contractors, and the Subrecipient and its employees and/or their contractors harmless from liability to third parties for claims asserted under such contract.

c. The Subrecipient must monitor and document, in the quarterly report, the contractor's progress in performing its work on its behalf under this Agreement in addition to its own progress.

d. The Subrecipient must ensure all contracts conform to sections 287.057 and 288.703, Florida Statutes, as applicable.

(19) ATTACHMENTS

a. All attachments to this Agreement are incorporated as if set out fully.

b. In the event of any inconsistencies or conflict between the language of this

Agreement and the attachments, the language of the attachments shall control, but only to the extent of the conflict or inconsistency.

c. This Agreement has the following attachments:

- i. Attachment A – Certification Regarding Debarment
- ii. Attachment B – Systems Access Form
- iii. Attachment C – Certification Regarding Lobbying

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

SUBRECIPIENT: Cedar Key Water and Sewer District

By: _____

(Signature)

Name: _____

Title: _____

Date: _____

**STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT**

By: _____
Governor's Authorized Representative

Date: _____

Attachment A

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY
and VOLUNTARY EXCLUSION**

The Subrecipient certifies, to the best of its knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
2. Have not within the five-year period preceding entering into this Agreement had one or more public transactions (Federal, State, or Local) terminated for cause or default; and
3. Have not within the five-year period preceding entering into this proposal been convicted of or had a civil judgment rendered against them for:
 - a) the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or Local) transaction or a contract under public transaction, or b) violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property.

The Subrecipient understands and agrees that the language of this certification must be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, contracts under grants, loans, and cooperative agreements) and that all contractors and sub-contractors must certify and disclose accordingly.

The Subrecipient further understands and agrees that this certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into.

By: _____
Signature

Name and Title
510 3rd Street
Street Address
Cedar Key, FL, 32625
City, State, Zip

Date

Cedar Key Water and Sewer District
Subrecipient's Name
Z4160
DEM Contract Number

Attachment B

SYSTEMS ACCESS

The **System Access Form** is submitted with each new disaster or emergency declaration to identify the Subrecipient's contacts for the FDEM Grants Management System in order to enter notes, review notes and documents, and submit the documentation necessary to work the new event. The Systems Access Form is originally submitted as Attachment "B" to the PA Funding Agreement. The Subrecipient is responsible for regularly reviewing its contacts. Contacts should be removed within 14 days of separation, retirement, or are reassignment by the Subrecipient. A new form will only be needed if all listed contacts have separated from the Agency. If a new Systems Access form is submitted, all Agency Representatives currently listed as contacts that are not included on the updated form will be deleted from FDEM Grants Management System for the specified grant. All users must log in on a monthly basis to keep their accounts from becoming locked. **Note: the Systems Access Form is NOT a delegation of authority. A signatory must have an attached delegation of authority as appropriate.**

Instructions for Completion

Complete the form in its entirety, listing the name and information for all representatives who will be working in the FDEM Grant Management System. Users will be notified via email when they have been granted access. The user must log in to the FDEM Grants Management System within twelve (12) hours of being notified or their account will lock them out. Each user must log in within a sixty (60) day period or their account will lock them out. In the event you try to log in and your account is locked, users must submit a request for unlocking to RPA.Help@em.myflorida.com.

The form is divided into twelve blocks; each block must be completed where appropriate.

Block 1: "Authorized Agent" – This should be the highest authority in your organization who is authorized to sign legal documents on behalf of your organization. A subsequent new Authorized Agent must be designated through a letter on letterhead from the Subrecipient's Authorized Representative. It is recommended to delegate this authority to an organizational staff member to avoid delays in grant management (Only one Authorized Agent is allowed, and this person will have full access/authority unless otherwise requested).

Block 2: "Primary Contact" – This is the person designated by your organization to receive all correspondence and is our main point of contact. This contact will be responsible for answering questions, uploading documents, and submitting reports/requests in FDEM Grants Management System. The Authorized Agent may designate a new Primary Contact. (Only one Primary Contact is allowed, and this contact will have full access).

Block 3: "Alternate Contact" – This is the person designated by your organization to be available when the Primary is not. Either the Authorized Agent or Primary Contact may designate a new Alternate Contact. (Only one Alternate Contact is allowed, and this contact will have full access).

Block 4, 5, and 6: "Other" (Finance/Point of Contact, Risk Management-Insurance, and Environmental-Historic). Providing these contacts is essential in the coordination and communication required between State and Local subject matter experts. We understand that the same agent may be identified in multiple blocks, however we ask that you enter the name and information again to ensure we are communicating with the correct individuals.

Block 7 – 12: "Other" (Read Only Access) – There is no limit on "Other" contacts, but we ask that this be restricted to those that are going to actually need to log in and have a role in reviewing the information. This designation is only for situational awareness purposes as individuals with the "Other Read-Only" designation cannot take any action in FDEM Grants Management System.

Note: The Systems Access Form is NOT a delegation of authority. A signatory must have an attached delegation of authority as appropriate.

**SYSTEMS ACCESS FORM (CONTACTS)
FEMA/GRANTEE PUBLIC ASSISTANCE PROGRAM
FLORIDA DIVISION OF EMERGENCY MANAGEMENT**

Subrecipient: Cedar Key Water and Sewer District

Box 1: Authorized Agent (Full Access)	Box 2: Primary Contact (Full Access)
Name	Name
Signature	Signature
Organization / Official Position	Organization / Official Position
Mailing Address	Mailing Address
City, State, Zip	City, State, Zip
Daytime Telephone	Daytime Telephone
E-mail Address	E-mail Address
Box 3: Alternate Contact (Full Access)	Box 4: Other-Finance/Point of Contact (Full Access)
Name	Name
Signature	Signature
Organization / Official Position	Organization / Official Position
Mailing Address	Mailing Address
City, State, Zip	City, State, Zip
Daytime Telephone	Daytime Telephone
E-mail Address	E-mail Address
Box 5: Other-Risk Mgmt-Insurance (Full Access)	Box 6: Other-Environmental-Historic (Full Access)
Name	Name
Signature	Signature
Organization / Official Position	Organization / Official Position
Mailing Address	Mailing Address
City, State, Zip	City, State, Zip
Daytime Telephone	Daytime Telephone
E-mail Address	E-mail Address

The above contacts may utilize the FDEM Grants Management System to perform the Subrecipient's responsibilities regarding the Public Assistance Grant according to their level of access. The Subrecipient is responsible for ensuring that all contacts are correct and up-to-date.

Subrecipient Authorized Representative Signature

Date

**SYSTEMS ACCESS FORM (CONTACTS)
FEMA/GRANTEE PUBLIC ASSISTANCE PROGRAM
FLORIDA DIVISION OF EMERGENCY MANAGEMENT**

Subrecipient: Cedar Key Water and Sewer District **Date:**

Box 7: Other (Read Only Access)		Box 8: Other (Read Only Access)	
Name		Name	
Signature		Signature	
Organization / Official Position		Organization / Official Position	
Mailing Address		Mailing Address	
City, State, Zip		City, State, Zip	
Daytime Telephone		Daytime Telephone	
E-mail Address		E-mail Address	
Box 9: Other (Read Only Access)		Box 10: Other (Read Only Access)	
Name		Name	
Signature		Signature	
Organization / Official Position		Organization / Official Position	
Mailing Address		Mailing Address	
City, State, Zip		City, State, Zip	
Daytime Telephone		Daytime Telephone	
E-mail Address		E-mail Address	
Box 11: Other (Read Only Access)		Box 12: Other (Read Only Access)	
Name		Name	
Signature		Signature	
Organization / Official Position		Organization / Official Position	
Mailing Address		Mailing Address	
City, State, Zip		City, State, Zip	
Daytime Telephone		Daytime Telephone	
E-mail Address		E-mail Address	
Subrecipient's Fiscal Year (FY) Start: Month: Day:			
Subrecipient's Federal Employer's Identification Number (EIN) 59-1156008			
Subrecipient's Grantee Cognizant Agency for Single Audit Purposes: Florida Division of Emergency Management			
Subrecipient's: FIPS Number (If Known) 075-URBDO-00			

**Attachment C
Certification Regarding Lobbying**

APPENDIX A, 44 CFR PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Subrecipient or contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Signature of Subrecipient/contractor's Authorized Official

Name and Title of Subrecipient/contractor's Authorized Official

Date



Attachment 2

Federally-Funded Subgrant Agreement – Applicant Instructions

Each Applicant must return the signed funding agreement via email to the assigned Grant Manager. The Applicant must also upload a signed copy of the funding agreement in FloridaPA.org under the Sub-grant Agreement module. The following sections and attachments must be completed in order to fully execute the funding agreement:

1. Subgrant Agreement
 - a. Subrecipient's unique entity identifier (UEI):
 - i. Fill out your UEI. Go to Sam.gov to obtain it. More information on the Vendor Registration Instructions
 - b. Item (3) CONTACT – Section c.
 - i. Fill out the point of contact for any necessary future discussions regarding the contract
 - ii. Contact does not have to be the authorized signor
 - c. Signature page
 - i. Fill out the following information:
 1. By – Original Signature of the Authorized Agent
 2. Name and Title – Printed name and title of the Authorized Agent
 3. Date – Date of contract signage
 - ii. The agreement must be signed by the Authorized Agent of the entity (see Appendix 1 for further instruction on Authorized Agents)
2. Attachment A: Certification regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
 - a. The Applicant must certify that any contractor working on a project has not been suspended or debarred. The Applicant should refer to SAM.gov for certification.
NOTE:
 - i. Mutual aid is not considered a sub-contractor.
3. Attachment B: System Access
 - a. At least 2 contacts must be filled out completely
 - i. The Authorized Agent (Box 1) **must be the same as the person signing the agreement.**
 - ii. The other contact may be in any other box.
 - iii. Each contact listed must fill out the following:
 1. Agent's Name
 2. Signature
 3. Organization/Official Position
 4. Mailing Address
 5. City, State, Zip
 6. Daytime Telephone
 7. E-mail Address
 - b. Signature for 'Subgrantee Authorized Agent Signature' (bottom of page) must be the person from Box 1– the Authorized Agent
 - c. Complete the following:
 - i. Sub-Grantee's Fiscal Year (FY) Start:
 - ii. Sub-Grantee's Federal Employer's Identification Number (EIN):
 - iii. Sub-Grantee's: FIPS Number (found on FLPA)



Attachment 2

4. Attachment C: Certification Regarding Lobbying
 - a. Authorized Agent fill out the following information:
 1. Subrecipient's name
 2. Signature of the Authorized Agent
 3. Name and Title
 4. Date

Appendix 1

Included below is a list of possible positions within your organization that might be appropriate to act as Authorized Agent. If your organization does not include these positions FDEM would request a copy of your organization chart to help us identify your organizational structure and ensure the correct signatories are accepted on official documents.

If the subgrant agreement or other documents provided to FDEM are not signed by the lead authority within your organization then you must provide proof of delegation of authority to a different individual within your entity. This delegation of authority letter must contain the following:

- a. A formal letterhead of the city, county, tribe, PNP etc.
- b. Language indicating the delegation of authority to new employee from the organizations formal authorized agent.
- c. Include a citation of the entity's internal policy that grants delegation authority, describes the process and any limitations on the actions of those delegated.

The delegation letter must be submitted with the signed agreement and uploaded to FloridaPA in the Sub-grant Agreement module.

List of Possible Authorized Agents:

- State Agencies:
 - Secretary
 - Director of the Agency
- County:
 - Chair of the Board of Commissioners
- City:
 - Mayor
- Indian Tribe:
 - Chief
 - President
- Police Department:
 - Chief of Police
- Sheriff's Office:
 - Sheriff



Attachment 2

- School Board:
 - Superintendent
- Charter School:
 - Chair of the Board of Directors
- Institution of Higher Education:
 - President of the Institution
- Water Management District:
 - Chair
- Fire District:
 - District Chief
- Special District:
 - Executive Director
- Non-Profit:
 - Chair of the Board
 - Principal Officer
- Corporation:
 - Chair of the Board of Directors
 - President / CEO



RECOVERY BUREAU RISK ASSESSMENT QUESTIONNAIRE

Per 2 CFR § 200.331, the Recovery Bureau Compliance Unit is required to monitor Subrecipients of Public Assistance funds using a risk-based approach to ensure Subrecipients comply with all financial, administrative and programmatic requirements. To determine the necessary type and level of Subrecipient monitoring, the Compliance Unit must first conduct a Risk Assessment.

Please fill out the enclosed questionnaire to assist the Compliance Unit in understanding Subrecipient's prior experience and current grants management structure. This questionnaire must be completed prior to execution of the Subgrant Agreement.

Instructions:

Select the most accurate answer for each question and provide additional information in the comment sections, if necessary. Return the completed Risk Assessment Questionnaire with the Subgrant Agreement package.

For questions regarding the Subrecipient Monitoring Program or assistance completing the questionnaire, please contact the Compliance Unit via email at fdem-pa-compliance@em.myflorida.com.



RECOVERY BUREAU RISK ASSESSMENT QUESTIONNAIRE

Declaration Number: _____

Subrecipient Name (Entity): _____

Fiscal Year End Date: _____

Risk Assessment Completed by: _____ Date: _____

1. Has this entity ever been suspended or debarred?

- A. No, this entity has not been suspended or debarred within the last 10 years.
- B. Yes, this entity has been suspended or debarred in the last 4-10 years.
- C. Yes, this entity is currently or has been suspended or debarred within the last 3 years.

Comments:

2. Has this entity been ever been awarded Federal funding?

- A. Yes, the entity has been awarded Federal funding for at least 5 out of the last 10 years.
- B. Yes, the entity has been awarded Federal funding for 2-4 out of the last 10 years.
- C. No, the entity does not have any experience with a Federal Grants program or has only been awarded Federal funding for 1 year or less out of the last 10 years.

Comments:

3. Has this entity been awarded Public Assistance funding within the last 10 years?

- A. Yes, this entity has been awarded Public Assistance funding for 2 or more events.
- B. Yes, this entity has been awarded Public Assistance funding for 1 event.
- C. No, this entity has not been awarded Public Assistance funding.

Comments:



RECOVERY BUREAU RISK ASSESSMENT QUESTIONNAIRE

4. Does this entity have experience with projects in the Public Assistance Program within the last 10 years?(choose all that apply)
- A. Yes, obligated large projects.
 - B. Yes, obligated small projects.
 - C. No.

Comments:

5. Was a Federal Single Audit required and performed for this entity's most recent fiscal year?
- A. Yes.
 - B. No, but this entity has been audited by an independent auditor yearly for the last 3 years.
 - C. No, this entity has not been audited yearly for the last 3 years.

Comments:

6. Has there been turnover within the last year of key personnel responsible for Grants Management (e.g. Chief Executive Officer, Accounting Director, Grant Manager and Personnel Officer)?
- A. No.
 - B. Yes, there has been turnover in one (1) Key Personnel position.
 - C. Yes, there has been turnover in more than one (1) Key Personnel position.

Comments:



RECOVERY BUREAU RISK ASSESSMENT QUESTIONNAIRE

7. Do key personnel responsible for Grants Management (e.g. Chief Executive Officer, Accounting Director, Grant Manager and Personnel Officer) have experience with Federal Grants Programs?

- A. Yes, all key personnel have at least one(1) year of experience with Federal Grants Programs.
- B. One (1) key personnel does not have at least 1 year of experience with Federal Grants Programs.
- C. Two (2) or more key personnel do not have at least 1 year of experience with Federal Grants Programs.

Comments:

8. Is this entity's accounting system automated (e.g. QuickBooks, Sage) AND can track the revenues and expenditures of program funds separately for each project?

- A. Yes.
- B. No. The entity's accounting system is manual, but can track the revenues and expenditures of program funds separately for each project.
- C. No, the entity's accounting system is unable to track the revenues and expenditures of program funds separately for each project.

Comments:

9. Written Policies and Procedures

This entity has written policies and/or procedures addressing (choose all that apply):

- | | |
|--|--|
| <input type="checkbox"/> Accounting | <input type="checkbox"/> Ethics |
| <input type="checkbox"/> Conflict of Interest | <input type="checkbox"/> Inventory, Property, and |
| <input type="checkbox"/> Internal Controls | <input type="checkbox"/> Equipment Records Retention |
| <input type="checkbox"/> Procurement | |
| <input type="checkbox"/> Timekeeping and Payroll | |

Comments:



RECOVERY BUREAU RISK ASSESSMENT QUESTIONNAIRE

10. Anticipated Project Amounts by Category of Work: (if known)

Category A: \$ _____

Category B: \$ _____

Category C: \$ _____

Category D: \$ _____

Category E: \$ _____

Category F: \$ _____

Category G: \$ _____

Category Z: \$ _____

For FDEM Use Only

FDEM Comments:

Risk Assessment Reviewed by: _____ Date: _____

Preliminary Result:

0

Risk Rating:

PRINT ON LETTERHEAD

Date

Florida Division of Emergency Management
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399

To Whom it May Concern:

I, **Authorizing Name**, **Authorizing Title**, would like to grant delegation of authority to **Recipient Name**, **Recipient Title**, to act as the Authorized Agent and sign agreements and any necessary documents related to DR-4734 Hurricane Idalia for the Florida Division of Emergency Management (FDEM) and the Federal Emergency Management Agency (FEMA) for **Entity Name**. If you have any questions or concerns, please contact me at **best point of contact**.

Thank you,

Authorizing Name
Authorizing Title



Attachment 4: Vendor Registration Instructions

Before executing a contract for Public Assistance, the applicant must register as a vendor with the State of Florida. Please complete the following registrations in their entirety. Not completing all registrations can delay the Public Assistance payment process. If you have any issues, you must contact that registration's authority for assistance.

1: Unique Entity Identifier (UEI)

Website:

<https://sam.gov/content/home> **FAQ:**

FSD

On April 4, 2022, the unique entity identifier used across the federal government changed from the DUNS Number to the Unique Entity ID (generated by SAM.gov). The Unique Entity ID (UEID) is a 12-character alphanumeric ID assigned to an entity by SAM.gov. As part of this transition, the DUNS Number has been removed from SAM.gov. All sub-awardees should get their Unique Entity ID (SAM) at SAM.gov now. Sub-awardees do not have to go through the full registration process to obtain a Unique Entity ID (SAM).

2: MyFloridaMarketPlace (MFMP) Vendor Information Portal – Vendor Registration

Website: **<https://vendor.myfloridamarketplace.com>**

Phone: **866-352-3776**

Email: **vendorhelp@myfloridamarketplace.com**

An online registration to become a vendor with the State of Florida. Vendors would also use MFMP to update and review their payment addresses and contact information. The vendor must accept the terms of MFMP for their account to become active. Once registration is complete, MFMP should direct vendors to the State of Florida Vendor Website to register their W-9.

3: State of Florida Vendor Website – Substitute Form W-9 Registration

Website: **<https://flvendor.myfloridacfo.com>**

Phone: **(850) 413-5519**

Email: **FLW9@myfloridacfo.com**

Paper W-9s are no longer accepted by the state, and must be submitted electronically by the vendor as a Substitute Form W-9 for tax purposes. Registration of a W-9 is a two-step process: registration and submitting the W9. When both steps are complete, DFS electronically verifies tax information with the IRS, which can take up to 4 business days. **Registrants should review the W-9 Website Training video and W-9 FAQs on the website before they register.**



Tips for the Vendor Website:

- Cannot be used on mobile devices such as smartphones or tablets.
- Works best in Internet Explorer 8 or newer. Will also work in Google or Firefox, however if one browser does not work, DFS will suggest they try another.
- If the vendor receives errors when trying to register, DFS will suggest they open a new window and **manually** type "flvendor.myfloridacfo.com". DO NOT use pre-populated or saved links!
- Once a Taxpayer ID Number (TIN) has been submitted, it cannot be changed. If a vendor has entered an incorrect TIN, they will need to go back to Step 1, registering with the correct TIN. Everything else can be updated.

For any other issues, please contact the Vendor Management Section at the above phone number.

Optional: Department of Financial Services – Direct Deposit Section (EFT)

Website:

<https://www.myfloridacfo.com/Division/AA/Vendors/default.htm>

Phone: (850) 413-5517 Email: directdeposit@myfloridacfo.com

There is currently no way to electronically register for direct deposit or electronic funds transfer (EFT) with the State of Florida. All payments are sent by paper warrant automatically. Registration for direct deposit can be a lengthy, manual process, they should begin as early as possible after they have registered on the above websites. Contact the Direct Deposit section for instructions on how to register, or to verify direct deposit status.

Florida Contractor's License #: CGC 1530684
Florida Mold License #: MRSR2848

RESTORATION AND CONSTRUCTION AGREEMENT

This Restoration and Construction Agreement ("Agreement") is made and entered into this 3rd day of January, 2024, by and between the CEDAR KEY WATER AND SEWER DISTRICT, an independent special district government entity, whose address is 510 3rd Street, Cedar Key, Florida 32625 (the "District"), and SIGNAL USA, LLC, a foreign limited liability company registered to do business in Florida, with a principal address of 2490 Industrial Row, Troy, MI, 48084 (the "Contractor")

The District and the Contractor, for the consideration herein set forth, agree as follows:

Section 1. Contract Documents.

A. The Contract Documents consist of this Agreement, the Exhibits described in Section 30 hereof, the Legal Advertisement, the Scope of Work, Change Orders, Field Orders, and amendments relating thereto. All of the foregoing Contract Documents are incorporated by reference and made a part of this Agreement (all of said documents including the Agreement sometimes being referred to herein as the "Contract Documents" and sometimes as the "Agreement").

B. Any Work that may be reasonably inferred from the scope of work as being required to produce the intended result shall be supplied whether or not it is specifically called for. In case of any inconsistency or conflict among the provisions of the Agreement and any other terms and conditions of any documents comprising the Contract Documents, the provisions of the Agreement shall control. Concerning the Contract Documents, the order of precedence shall be as follows: (1) Change Orders; (2) the Agreement, including amendments and Exhibits; (3) Field Orders; (4) the solicitation documents, including any addenda. The Contract Documents listed above represent the entire and integrated Agreement between the parties hereto, and supersede prior negotiations, representations, or agreements, either written or oral.

C. Work, materials or equipment described in words which have a well-known technical or trade meaning, shall be deemed to refer to such recognized standards.

D. The District shall furnish to the Contractor one (1) set of the Contract Documents for execution of the Work. Additional copies of the Contract Documents shall be furnished, upon request, at the cost of reproduction.

E. The Contractor agrees to bind specifically every Subcontractor to the applicable terms and conditions of the Contract Documents for the benefit of the District.

F. Construction services provided by Contractor for the Project shall be under the general direction of the District General Manager, or their assignee, who shall act as the District's representative during the term of this Agreement (the "Project Manager").

G. The Project Manager, within the authority conferred by the Board, shall initiate written Change Orders, and notification to the Contractor of any and all changes approved by the District in the Contractor's: (1) compensation; (2) time and/or schedule of service delivery; (3)

Florida Contractor's License #: CGC 1530684
Florida Mold License #: MRSR2848

and any amendment (s) or other change(s) relative to the Work pursuant to this Contract or Change Orders pertaining thereto. Following Board approval, the Project Manager shall coordinate issuance of any such documents. The Project Manager shall be responsible for acting on the District's behalf to administer, coordinate, interpret and otherwise manage the contractual provisions and requirements set forth in this Contract or any amendments, or Change Orders issued hereunder.

Section 2. Scope of Work.

A. The Project consists of the restoration and reconstruction of the District's office building located at 510 3rd Street, Cedar Key, Florida 32625, including replacement of certain equipment, effects, appliances, and appurtenances, as more particularly described in the Scope of Work attached hereto as Exhibit A (the "Work" or the "Project"). The Contractor agrees to furnish and pay for all management, supervision, financing, labor, materials, tools, transportation, fuel, supplies, utilities, equipment and services of every kind and type necessary to diligently, timely, and fully perform and complete in a good and workmanlike manner the work required by this Agreement to complete the Work.

B. All materials and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with the instructions of the applicable manufacturers, fabricator or processors except as otherwise provided in the Contract Documents.

C. It is the intent of the Contract Documents for a functionally complete Project (or portion thereof) to be constructed in accordance with the Contract Documents. Any Work, materials or equipment that may reasonably be inferred from the Contract Documents as being required to produce the intended result shall be supplied whether or not specifically called for. When words which have a well-known technical or trade meaning are used to describe work, materials or equipment, such words shall be interpreted in accordance with that meaning. Reference to standard specifications, manuals or codes of any technical society, organization or association or to the laws or regulations of any governmental authority having jurisdiction over the Project, whether such reference be specific or by implication, shall mean the latest standard specification, manual, code, law or regulation in effect at the time the Work is performed, except as may be otherwise specifically stated herein.

D. If before or during the performance of the Work, Contractor discovers a conflict, error or discrepancy in the Contract Documents, Contractor immediately shall report same to the Project Manager in writing and before proceeding with the Work affected thereby shall obtain a written interpretation or clarification from the Project Manager. If required, a Field Order or amendment to the Agreement will be issued pursuant to Section 10 of this Agreement. If the Contractor performs any Construction activity knowing it involves a recognized error, inconsistency or omission in the Contract Documents without such notice to the District, the Contractor shall assume responsibility for such performance and shall share in all costs. Contractor shall take field measurements and verify field conditions and shall carefully compare such field measurements and conditions and other information known to Contractor with the Contract Documents before commencing any portion of the Work.

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Section 3. Contract Amount.

A. In consideration of the faithful performance by the Contractor of the covenants in this Agreement to the full satisfaction and acceptance of the District, the District agrees to pay the Contractor the lump sum amount of \$89,863.86 or in words: eighty-nine thousand eight hundred sixty-three dollars and eighty-six cents (the "Contract Amount"), as established pursuant to the detailed fee scheduled contained in Exhibit A attached hereto.

B. All invoices shall be delivered to the Project Manager at the following address: 510 3rd Street, Cedar Key, Florida 32625. Invoices must the Contractor's name, address, contact information, dates of service, quantities of materials and descriptions of work performed, as applicable. Payment will not be made until an acceptable invoice and required documentation (collectively a "Proper Invoice") are provided by Contractor and accepted by the District and the District's insurance carrier.

C. It is the intent of the Parties that the Work to be performed shall be paid for through the District's insurance carrier (the "Insurer"). Upon receipt of a Proper Invoice, the District shall remit same to its insurance carrier for processing. Upon the District's receipt of the funds, the District shall remit same to the Contractor. In the event of a dispute between the District and its Insurer concerning payment of a Proper Invoice, the District shall make payment to the Contractor of the amount in dispute. Payments to Contractor shall not be affected by disputes between the District and its Insurer, or dependent upon the Insurer's payment of Contractor's invoices or charges.

D. Not used.

E. In order for both parties herein to close their books and records, the Contractor will clearly state "Final Invoice" on the Contractor's final/last billing to the District. This certifies that all services have been properly performed and all charges and costs have been invoiced to the District. Since this account will thereupon be closed, any other further charges if not properly included on this final invoice are waived by the Contractor.

F. Payment of the final invoice shall not constitute evidence of the District's acceptance of the work. For final acceptance of any services provided hereunder, the Contractor will submit an acceptance document to the District for approval.

G. If compensation is based upon time and materials, invoices shall be accompanied by time and task records for all billable hours appearing on the invoice. If compensation is based upon a lump sum price, invoices shall be accompanied by tasks and percentage of work. Additional documents may be requested by the District, and if so requested, shall be furnished by the Contractor to the District Clerk's satisfaction.

H. The Project Manager or designated payroll officer shall, by affidavit, attest to the correctness and accuracy of time charges and requested reimbursements.

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I. If the Contract Amount includes an allowance, the Contractor shall cause the Work covered by the allowance to be done for such sums within the limits of the allowance as the District may approve. The Contractor agrees that the Contract Amount includes such sums as they deem proper for costs and any profit on account of any allowances. No demands for an additional sum for overhead or profit will be allowed.

J. Any agreed upon changes to the Contract Amount must be accomplished by an approved, written Change Order in the form attached to this Agreement.

K. The District may subsequently identify items eligible for direct purchase for sales tax savings. The District shall, at its sole discretion, have the option to purchase directly from the supplier or vendor, any supplies, materials or equipment included in the Contractor's bid for the Contract. Contractor shall, from time to time submit, update and keep current, for consideration by the District, a list of all materials, supplies and equipment to be purchased, organized by supplier or vendor. Such list shall include a brief description of the materials, supplies and equipment and the name and address of the supplier or vendor. Suppliers or vendors reasonably anticipated to furnish material, supplies and equipment with an aggregate purchase value of less than \$10,000 need not be listed. Goods not required for the performance of the Contract shall not be purchased under this Agreement. The District reserves the right to delete or add items from this Agreement when it is in the District's best interest. Upon approval by the District, the Contractor will provide a worksheet by electronic means which will include a proposal from the vendor detailing the description of the item to be purchased, total price and sales tax to be deducted. The District will then issue a purchase order directly to the vendor for the cost of the item less the sales tax. Upon completion of all direct purchases the Contractor will prepare a deductive Change Order reducing the compensation by the total amount of the purchases, inclusive of all sales tax, shipping, handling, insurance, and other similar charges paid by Owner. Administrative costs incurred by the Contractor with this Agreement, including administering the purchases in the name of the District, shall be considered to be included in the base bid proposal for work. No addition shall be added to the Contract Amount because of the service provided by the Contractor in the purchase of property, materials, et cetera, in the name of the District.

Section 4. Bonds.

Not used.

Section 5. Contract Term; Time is of the Essence

A. Time is of the essence in the performance of the Work under this Agreement. The "Commencement Date" is established in the Notice to Proceed to be issued by the District. Written Notice to Proceed is contingent upon and will be done subsequent to the Contractor fully satisfying the District's stated insurance requirements. The Contractor shall commence the Work within five (5) calendar days from the Commencement Date. No Work shall be performed at the Project site prior to the Commencement Date. Any Work performed by the Contractor prior to the Commencement Date shall be at the sole risk of the Contractor. The Work shall be substantially completed within 28 calendar days from the Commencement Date. The date of substantial completion of the Work (or designated portions thereof) is the date certified by the Project

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Manager when construction is sufficiently complete, in accordance with the Contract Documents, so the District can occupy or utilize the Work (or designated portions thereof) for the use for which it is intended. The Work shall be fully completed and ready for final acceptance by the District within 35 calendar days from the Commencement Date (herein "Contract Time").

B. Contractor shall diligently pursue the completion of the Work and coordinate the Work being done on the Project by its subcontractors and materialmen, as well as coordinating its Work with all work of others at the Project Site, so that its Work or the work of others shall not be delayed or impaired by any act or omission by Contractor. Contractor shall be solely responsible for all construction means, methods, techniques, sequences, and procedures, as well as coordination of all portions of the Work under the Contract Documents, and the coordination of the District's suppliers and contractors as set forth in Section 12.B. herein.

C. Should Contractor be obstructed or delayed in the prosecution of or completion of the Work as a result of unforeseeable causes beyond the control of Contractor, and not due to its fault or neglect, including but not restricted to acts of God or of the public enemy, acts of government, fires, floods, epidemics, quarantine regulation, strikes or lockouts, Contractor shall notify the District in writing within forty-eight (48) hours after the commencement of such delay, stating the cause or causes thereof, or be deemed to have waived any right which Contractor may have had to request a time extension.

D. No interruption, interference, inefficiency, suspension or delay in the commencement or progress of the Work from any cause due to the fault of Contractor, in whole or in part, shall relieve Contractor of his duty to perform or give rise to any right to damages or additional compensation from the District. Contractor expressly acknowledges and agrees that it shall receive no damages for delay. Contractor's sole remedy, if any, against the District will be the right to seek an extension to the Contract Time; provided, however, the granting of any such time extension shall not be a condition precedent to the aforementioned "No Damage For Delay" provision. This paragraph shall expressly apply to claims for early completion, as well as to claims based on late completion.

Section 6. Investigation and Utilities

A. Contractor shall have the sole responsibility of satisfying itself concerning the nature and location of the Work and the general and local conditions, and particularly, but without limitation, with respect to the following: those affecting transportation, access, disposal, handling and storage of materials; availability and quality of labor; water, sewer, and electric power; availability and condition of roads; work area; living facilities; climatic conditions and seasons; physical conditions at the work-site and the project area as a whole; topography and ground surface conditions; nature and quantity of the surface materials to be encountered; subsurface conditions; equipment and facilities needed preliminary to and during performance of the Work; and all other costs associated with such performance. The failure of Contractor to acquaint itself with any applicable conditions shall not relieve Contractor from any of its responsibilities to perform under the Contract Documents, nor shall it be considered the basis for any claim for additional time or compensation. The District shall not be responsible for relocation fees of any utilities.

Section 7. Payment Provisions

A. Prior to submitting its first monthly Application for Payment, Contractor shall submit to the District and the Project Manager a complete list of all its proposed subcontractors and materialmen, showing the work and materials involved and the dollar amount of each proposed subcontract and purchase order. The first Application for Payment shall be submitted no earlier than thirty (30) days after the Commencement Date.

B. If payment is requested on the basis of materials and equipment not incorporated into the Project, but delivered and suitably stored at the site or at another location agreed to by the District in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice or other documentation warranting that the District has received the materials and equipment free and clear of all liens, charges, security interests and encumbrances, together with evidence that the materials and equipment are covered by appropriate property insurance and other arrangements to protect the District's interest therein, all of which shall be subject to the District's satisfaction.

C. Contractor shall submit two (2) copies of its monthly Application for Payment to the Project Manager on or before the 25th day of each month for work performed during the previous month. Invoices received after the 25th day of each month shall be considered for payment as part of the next month's application. Within ten (10) calendar days after receipt of each Application for Payment, the Project Manager shall either:

C.1 indicate his approval of the requested payment;

C.2 indicate his approval of only a portion of the requested payment, stating in writing his reasons therefore; or

C.3 return the Application for Payment to the Contractor indicating, in writing, the reason for refusing to approve payment and the action necessary to make the payment request proper.

In the event of a total denial and return of the Application for Payment by the Project Manager, the Contractor may make the necessary corrections and resubmit the Application for Payment. The District shall, within thirty (30) calendar days after District approval of an Application for Payment, pay the Contractor the amounts so approved. Provided, however, in no event shall the District be obligated to pay any amount greater than that portion of the Application for Payment approved by the Project Manager.

D. Not used.

E. Monthly payments to Contractor shall in no way imply or constitute approval or acceptance of Contractor's work.

F. Each Application for Payment shall be accompanied by a Release and Affidavit, in the form attached to this Agreement, showing that all materials, labor, equipment and other bills associated with that portion of the Work for which payment is being requested have been paid in

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full. The District shall not be required to make payment until and unless these affidavits are furnished by the Contractor.

G. The Project Manager or the District may decline to approve any Application for Payment, or portions thereof, because of subsequently discovered evidence or subsequent inspections. The Project Manager or the District may nullify the whole or any part of any approval for payment previously issued and the District may withhold any payments otherwise due Contractor under this Agreement or any other agreement between the District and Contractor, to such extent as may be necessary in the District's opinion to protect it from loss because of:

G.1 Defective Work not remedied;

G.2 Third party claims filed or reasonable evidence indicating probable filing of such claims;

G.3 Failure of Contractor to make payment properly to subcontractors or for labor, materials or equipment;

G.4 Reasonable doubt that the Work can be completed for the unpaid balance of the Contract Amount;

G.5 Unsatisfactory prosecution of the Work by the Contractor;

G.6 Any other material breach of the Contract Documents.

H. If these conditions in Subsection 7.G are not remedied or removed, the District may, after three (3) days written notice, rectify the same at Contractor's expense.

I. Upon the District's determination that an Application for Payment constitutes a Proper Invoice and is in all respects proper and ready for payment, the District shall remit same to its Insurer for processing. Upon the District's receipt of the funds, the District shall remit same to the Contractor. Notwithstanding the foregoing, payments to the Contractor shall in all respects be consistent with Section 218.735, Florida Statutes.

J. The District shall make final payment to Contractor in accordance with the standards set forth in Section 7.1, and the Florida Prompt Payment Act set forth in Chapter 218, Florida Statutes, after the Work is finally inspected and accepted by both the District and the Project Manager in accordance with Section 21.A. herein, provided that Contractor first, and as an explicit condition precedent to the accrual of Contractor's right to final payment, shall have furnished the District with a properly executed and notarized copy of the Release and Affidavit, as well as, a duly executed copy of the Surety's consent to final payment and such other documentation that may be required by the Contract Documents and the District.

K. Contractor's acceptance of final payment shall constitute a full waiver of any and all claims by Contractor against the District arising out of this Agreement or otherwise relating to

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the Project, except those previously made in writing and identified by Contractor as unsettled at the time of the final Application for Payment. Neither the acceptance of the Work nor payment by the District shall be deemed to be a waiver of the District's right to enforce any obligations of Contractor hereunder or to the recovery of damages for defective Work not discovered by the Project Manager or the District at the time of final inspection, pursuant to the terms of other Sections of this Agreement.

Section 8. Submittals and Substitutions

A. Contractor shall carefully examine the Contract Documents for all requirements for approval of materials to be submitted. Contractor shall submit all such materials at its own expense and in such form as required by the Contract Documents in sufficient time to prevent any delay in the delivery of such materials and the installation thereof.

B. Whenever materials or equipment are specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular supplier, the naming of the item is intended to establish the type, function and quality required. Unless the name is followed by words indicating that no substitution is permitted, materials or equipment of other suppliers may be accepted by the District if sufficient information is submitted by Contractor to allow the District to determine that the material or equipment proposed is equivalent or better than to that named. Requests for review of substitute items of material and equipment will not be accepted by the District from anyone other than Contractor and all such requests must be submitted by Contractor to Project Manager within ten (10) days of issuance of the Notice to Proceed.

C. If Contractor wishes to furnish or use a substitute item of material or equipment, Contractor shall make application to the Project Manager for acceptance thereof, certifying that the proposed substitute shall perform adequately the functions and achieve the results called for by the general design, be similar and of equal substance to that specified and be suited to the same use as that specified. The application shall state that the evaluation and acceptance of the proposed substitute will not prejudice Contractor's achievement of substantial completion on time, whether or not acceptance of the substitute for use in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with the District for the Project) to adapt the design to the proposed substitute and whether or not incorporation or use of the substitute in connection with the Work is subject to payment of any license fee or royalty. All variations of the proposed substitute from that specified will be identified in the application and available maintenance, repair and replacement service shall be indicated. The application also shall contain an itemized estimate of all costs that will result, directly or indirectly, from acceptance of such substitute, including costs for redesign and claims of other contractors affected by the resulting change, all of which shall be considered by the Project Manager in evaluating the proposed substitute. The Project Manager may require Contractor to furnish at Contractor's expense additional data about the proposed substitute.

D. If a specific means, method, technique, sequence or procedure of construction is indicated in or required by the Contract Documents, Contractor may furnish or utilize a substitute means, method, sequence, technique or procedure of construction acceptable to the Project Manager, if Contractor submits sufficient information to allow the Project Manager to determine

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that the substitute proposed is equivalent to that indicated or required by the Contract Documents. The procedures for submission to and review by the Project Manager shall be the same as those provided herein for substitute materials and equipment.

E. The Project Manager shall be allowed a reasonable time within which to evaluate each proposed substitute. The Project Manager shall be the sole judge of acceptability, and no substitute will be ordered, installed or utilized without the Project Manager's and the District's prior written acceptance which shall be evidenced by a Change Order. The District may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute. The Project Manager will record time required by the Project Manager in evaluating substitutions proposed by Contractor and making changes in the Contract Documents occasioned thereby. Whether or not the District accepts a proposed substitute, Contractor shall reimburse the District for the charges of the Project Manager for evaluating each proposed substitute, or such charges may be deducted from an application for payment, at the District's sole discretion.

Section 9. Ownership of Documents

A. The Contractor shall be required to cooperate with the District and other Contractors relative to providing information requested in a timely manner and in the specified form. Any and all documents, records, disks, original drawings, or other information shall become the property of the District for its use and/or distribution as may be deemed appropriate by the District. The Contractor is not liable for any damages, injury or costs associated with the District use or distribution of these documents for purposes other than those originally intended by the Contractor.

B. The Contractor shall comply with public records laws embodied in chapter 119, Florida Statutes, and specifically shall:

B.1. Keep and maintain public records required by the District in order to perform the Scope of Services described herein.

B.2. Upon request from the District provide the District with any requested public records or allow the requested records to be inspected or copied within a reasonable time by the District.

B.3. 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 Agreement term, and thereafter if the Contractor does not transfer all records to the District.

B.4. Transfer, at no cost, to District all public records in possession of the Contractor upon termination of this Agreement, and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District, upon request from the District, in a format that is compatible with the information technology systems of the District. If the Contractor keeps and

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maintains public records upon the conclusion of this Agreement, the Contractor shall meet all applicable requirements for retaining public records that would apply to the District.

B.5. If the Contractor does not comply with a public records request, the District shall treat that omission as breach of this Agreement and enforce the contract provisions accordingly. Additionally, if the Contractor fails to provide records when requested, the Contractor may be subject to penalties under section 119.10, Florida Statutes and reasonable costs of enforcement, including attorney fees.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT ALICIA M. JOHNS AT ALICIA@CKWATER.ORG, (352)543-5285, 510 3RD STREET, CEDAR KEY, FLORIDA 32625.

Section 10. Changes in the Work

A. The District shall have the right at any time during the progress of the Work to increase or decrease the Work. Promptly after being notified of a change, Contractor shall submit an itemized estimate of any cost or time increases or savings it foresees as a result of the change. Except in an emergency endangering life or property, or as expressly set forth herein, no addition or changes to the Work shall be made except upon written order of the District, and the District shall not be liable to the Contractor for any increased compensation without such written order. No officer, employee or agent of the District is authorized to direct any extra or changed work orally.

B. A Change Order, in the form attached to this Agreement, shall be issued and executed promptly after an agreement is reached between Contractor and the District concerning the requested changes. Contractor shall promptly perform changes authorized by duly executed Change Orders. The Contract Amount and Contract Time shall be adjusted in the Change Order in the manner as the District and Contractor shall mutually agree.

C. In the event a requested change results in an increase to the Contract Amount, the amount of the increase shall be limited to the Contractor's reasonable direct labor and material costs and reasonable actual equipment costs as a result of the change (including allowance for labor burden costs) plus a maximum twenty percent (20%) markup for all overhead and profit. However, where the Work involved is covered by unit prices contained in the Contract Documents or subsequently agreed upon, those unit prices shall be applied to the quantities of the items involved. In the event such change order Work is performed by a subcontractor, a maximum twenty percent (20%) markup for all overhead and profit for all subcontractors' and sub-subcontractors' direct labor and material costs and actual equipment costs shall be permitted, with a maximum five percent (5%) markup thereon by the Contractor for all of its overhead and profit, for a total maximum markup of twenty five percent (25%). All compensation due

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Contractor and any subcontractor or sub-subcontractor for field and home office overhead is included in the markups noted above.

D. The District shall have the right to conduct an audit of Contractor's books and records to verify the accuracy of the Contractor's claim with respect to Contractor's costs associated with any Change Order.

E. The Project Manager shall have authority to order minor changes in the Work not involving an adjustment to the Contract Amount or an extension to the Contract Time and not inconsistent with the intent of the Contract Documents. Such changes may be affected by Field Order or by other written order. Such changes shall be binding on the Contractor.

Section 11. Claims and Disputes

A. A Claim is a demand or assertion by one of the parties seeking an adjustment or interpretation of the terms of the Contract Documents, payment of money, extension of time or other relief with respect to the terms of the Contract Documents. The term "Claim" also includes other disputes and matters in question between the District and Contractor arising out of or relating to the Contract Documents. The responsibility to substantiate a Claim shall rest with the party making the Claim.

B. Claims by the Contractor shall be made in writing to the District and Project Manager within forty-eight (48) hours after the first day of the event giving rise to such Claim or else the Contractor shall be deemed to have waived the Claim. Written supporting data shall be submitted to the District and Project Manager within fifteen (15) calendar days after the occurrence of the event, unless the District grants additional time in writing, or else the Contractor shall be deemed to have waived the Claim.

C. Any dispute, action or proceeding arising out of or related to this Agreement shall be exclusively commenced in the state courts of Levy County, Florida, or where proper subject matter jurisdiction exists, in the United States District Court for the Northern District of Florida. Each party irrevocably submits and waives any objections to the exclusive personal jurisdiction and venue of such courts, including any objection based on forum non conveniens.

E. This Agreement and the rights and obligations of the parties shall be governed by the laws of the State of Florida without regard to its conflict of laws principles.

F. The Contractor shall proceed diligently with its performance as directed by the District, regardless of any pending Claim, action, suit or administrative proceeding, unless otherwise agreed to by the District in writing or if performance of such would impact the result of the pending claim. The District shall continue to make payments in accordance with the Contract Documents during the pendency of any Claim.

Section 12. Other Work

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A. The District may perform other work related to the Project at the site by the District's own forces, have other work performed by utility owners, or let other direct contracts. If the fact that such other work is to be performed is not noted in the Contract Documents, written notice thereof will be given to Contractor prior to starting any such other work. If Contractor believes that such performance will involve additional expense to Contractor or require additional time, Contractor shall send written notice of that fact to the District and Project Manager within forty-eight (48) hours of being notified of the other work. If the Contractor fails to send the above required forty-eight (48) hour notice, the Contractor will be deemed to have waived any rights it otherwise may have had to seek an extension to the Contract Time or adjustment to the Contract Amount.

B. Contractor shall afford each utility owner and other contractor who is a party to such a direct contract (or the District, if the District is performing the additional work with the District's employees) proper and safe access to the site and a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such work and shall properly connect and coordinate its Work with theirs. Contractor shall do all cutting, fitting and patching of the Work that may be required to make its several parts come together properly and integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating or otherwise altering their work and will only cut or alter their work with the written consent of the Project Manager and the others whose work will be affected. The duties and responsibilities of Contractor under this paragraph are for the benefit of such utility owners and other Contractors to the extent that there are comparable provisions for the benefit of Contractor in said direct contracts between the District and such utility owners and other contractors.

C. If any part of Contractor's Work depends for proper execution or results upon the work of any other contractor or utility owner (or the DISTRICT), Contractor shall inspect and promptly report to Project Manager in writing any delays, defects or deficiencies in such work that render it unavailable or unsuitable for such proper execution and results. Contractor's failure to report will constitute an acceptance of the other work as fit and proper for integration with Contractor's Work.

Section 13. E-Verify

As a condition precedent to entering into this Agreement and in compliance with Section 448.095, Fla. Stat., Contractor and its subcontractors shall, register with and use the E-Verify system to verify work authorization status of all employees hired after January 1, 2021.

A. Contractor shall require each of its subcontractors to provide Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Contractor shall maintain a copy of the subcontractor's affidavit as part of and pursuant to the records retention requirements of this Agreement.

B. The District, Contractor, or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated Section 448.09(1), Fla. Stat. or the provisions of this section shall terminate the contract with the person or entity.

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C. The District, upon good faith belief that a subcontractor knowingly violated the provisions of this section, but Contractor otherwise complied, shall promptly notify Contractor and Contractor shall immediately terminate the contract with the subcontractor.

D. A contract terminated under the provisions of this section is not a breach of contract and may not be considered such. Any contract termination under the provisions of this section may be challenged pursuant to Section 448.095(2)(d), Fla. Stat. Contractor acknowledges that upon termination of this Agreement by the District for a violation of this section by Contractor, Contractor may not be awarded a public contract for at least one (1) year. Contractor further acknowledges that Contractor is liable for any costs incurred by the District as a result of termination of any contract for a violation of this section.

E. Contractor or subcontractor shall insert in any subcontracts the clauses set forth in this section, including this subsection, requiring the subcontractors to include these clauses in any lower tier subcontracts. Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this section.

Section 14. Indemnification and Insurance

A. The Contractor agrees, to the fullest extent permitted by law, to defend, indemnify and hold harmless the District, its agents, representatives, officers, directors, officials and employees from and against claims, damages, losses and expenses (including but not limited to attorney's fees, court costs and costs of appellate proceedings) relating to, arising out of or resulting from the Contractor's negligent acts, errors, mistakes or omissions relating to Contractor's performance pursuant to this Agreement. The Contractor's duty to defend, hold harmless and indemnify the District its agents, representatives, officers, directors, officials and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury; sickness; disease; death; or injury to impairment, or destruction of tangible property including loss of use resulting therefrom, caused by any negligent acts, errors, mistakes or omissions related to the performance of this Agreement including any person for whose acts, errors, mistakes or omissions the Contractor may be legally liable.

B. The waiver by a party of any breach or default in performance shall not be deemed to constitute a waiver of any other or succeeding breach or default. The failure of the District to enforce any of the provisions hereof shall not be construed to be a waiver of the right of the District thereafter to enforce such provisions. The foregoing indemnification shall the same be construed to constitute agreement by Contractor to indemnify the District for the negligent acts or omissions of the District, its officers, agents, or employees, or third parties.

C. Contractor agrees to, at the option of the District, pay the cost of defense, or defend the District and its representatives from any and all claims, losses, penalties, demands, judgments, and costs of suit, including attorneys' fees and paralegals' fees, for any expense, damage or liability incurred by any of them, whether for personal injury, property damage, direct or consequential damages, or economic loss, arising directly or indirectly on account of or in connection with the Work done by Contractor and caused by any negligent or intentional acts, errors, mistakes, or omissions related to the performance under this Agreement or by any person, firm or corporation to whom any portion of the Work is subcontracted by Contractor or resulting from the use by

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Contractor, or by any one for whom Contractor is legally liable, of any materials, tools, machinery or other property of the District. The District and Contractor agree the first \$100.00 of the Contract Amount paid by the District to Contractor shall be given as separate consideration for this indemnification, and any other indemnification of the District by Contractor provided for within the Contract Documents, the sufficiency of such separate consideration being acknowledged by Contractor by Contractor's execution of the Agreement.

D. Contractor shall obtain and carry, at all times during its performance under the Contract Documents, insurance of the types and in the amounts set forth in the Insurance Requirements attached to this Agreement, Exhibit B. All insurance policies shall be from responsible companies duly authorized to do business in the State of Florida and/or responsible risk retention group insurance companies which are registered with the State of Florida. Within fifteen (15) calendar days after Notice of Award is received by Contractor, Contractor shall provide the District with properly executed Certificates of Insurance to evidence Contractor's compliance with the insurance requirements of the Contract Documents. Said Certificates of Insurance shall be on forms approved by the District. The Certificates of Insurance shall be personally, manually signed by the authorized representatives of the insurance company/companies shown on the Certificates of Insurance, with proof that they are authorized representatives thereof. In addition, certified, true and exact copies of all insurance policies required hereunder shall be provided to the District, on a timely basis, when requested by the District.

E. The Certificates of Insurance and required insurance policies shall contain provisions that thirty (30) days prior written notice by registered or certified mail shall be given the District of any cancellation, intent not to renew, or reduction in the policies or coverages, except in the application of the aggregate limits provisions. In the event of a reduction in the aggregate limit of any policy, Contractor shall immediately take steps to have the aggregate limit reinstated to the full extent permitted under such policy.

F. All insurance coverages of the Contractor shall be primary to any insurance or self insurance program carried by the District applicable to this Project. The acceptance by the District of any Certificate of Insurance does not constitute approval or agreement by the District that the insurance requirements have been satisfied or that the insurance policy shown on the Certificate of Insurance is in compliance with the requirements of the Contract Documents. No work shall commence at the Project site unless and until the required Certificates of Insurance are received by the District.

G. The Contractor will be fully responsible for all acts and omissions of his subcontractors and of persons directly or indirectly employed by them and of persons for whose acts they may be liable to the same extent that they are employed by him. Nothing in the Contract Documents shall create any contractual relationship between any subcontractor and the District. The District may, upon request, furnish to any subcontractor, to the extent practicable, evidence of amounts paid to the Contractor on account of specific Work done.

H. Contractor shall require each of its subcontractors to procure and maintain, until the completion of the subcontractor's work, insurance of the types and to the limits specified in the Insurance Requirements attached to this Agreement, unless such insurance requirements for the

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subcontractor is expressly waived in writing by the District. All liability insurance policies, other than professional liability, worker's compensation, employer's liability and business auto liability policies, obtained by Contractor to meet the requirements of the Contract Documents shall name the District and Project Manager as additional insureds and shall contain severability of interest provisions. If any insurance provided pursuant to the Contract Documents expires prior to the completion of the Work, renewal Certificates of Insurance and, if requested by the District, certified, true copies of the renewal policies, shall be furnished by Contractor within thirty (30) days prior to the date of expiration.

I. Should at any time the Contractor does not maintain the insurance coverages required herein, the District may terminate the Agreement or at its sole discretion shall be authorized to purchase such coverages and charge the Contractor for such coverages purchased. The District shall be under no obligation to purchase such insurance, nor shall it be responsible for the coverages purchased or the insurance company or companies used. The decision of the District to purchase such insurance coverages shall in no way be construed to be a waiver of any of its rights under the Contract Documents.

J. Contractor shall submit to Project Manager a copy of all accident reports arising out of any injuries to its employees or those of any firm or individual to whom it may have subcontracted a portion of the Work, or any personal injuries or property damages arising or alleged to have arisen on account of any work by Contractor under the Contract Documents.

Section 15. Compliance with Laws

A. Contractor agrees to comply, at its own expense, with all federal, state and local laws, codes, statutes, ordinances, rules, regulations and requirements applicable to the Project, including but not limited to those dealing with taxation, worker's compensation, equal employment and safety. If Contractor observes that the Contract Documents are at variance therewith, it shall promptly notify the District and Project Manager in writing.

Section 16. Cleanup and Protections

A. Contractor agrees to keep the Project site(s) clean at all times of debris, rubbish and waste materials arising out of the Work. At the completion of the Work, Contractor shall remove all debris, rubbish and waste materials from and about the Project site, as well as all tools, appliances, construction equipment and machinery and surplus materials, and shall leave the Project site clean and ready for occupancy by the District.

B. Any existing surface or subsurface improvements, including, but not limited to, pavements, curbs, sidewalks, pipes, utilities, footings, structures, trees and shrubbery, not indicated in the Contract Documents to be removed or altered, shall be protected by Contractor from damage during the prosecution of the Work. Any such improvements so damaged shall be restored by Contractor to the condition equal to that existing at the time of Contractor's commencement of the Work, and the Contractor shall bear the cost of any such restorations.

C. If the Contractor fails to clean up as provided in the Contract Documents, the

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District may do so, and the cost thereof shall be deducted from the final payment due the Contractor.

Section 17. Assignment

A. Neither Party shall assign this Agreement or any part thereof, without the prior consent in writing of the other Party. If either Party does, with approval, assign this Agreement or any part thereof, it shall require that its assignee be bound to it and to assume toward the other Party all of the obligations and responsibilities that the Parties has assumed toward the each other.

Section 18. Permits, Licenses and Taxes

A. Pursuant to Section 218.80, F.S., the District will pay for all District permits and fees, including license fees, permit fees, impact fees or inspection fees applicable to the work. Contractor is not responsible for paying for permits issued by the District wherein the work is to be performed but is responsible for acquiring all permits. The District may require the Contractor to deliver internal budget transfer documents to applicable District agencies when the Contractor is acquiring permits.

B. All permits, fees and licenses necessary for the prosecution of the Work which are not issued by the District shall be acquired and paid for by the Contractor. The Contractor and his sureties, together with his officers, agents, and employees, shall protect and hold the District harmless against any and all demands made for such fees or claims brought or made by holder of any invention or patent.

C. The Contractor shall be fully responsible for the execution and adherence to all directives, instructions, conditions, special conditions, and limiting conditions contained in permits specifically issued for the Work and which pertain to or affect the construction phase of this project, and shall be solely responsible for issuance of any Notices required thereby.

D. Contractor agrees to pay all sales, use, or other taxes, assessments and other similar charges when due now or in the future, required by any local, state or federal law, including but not limited to such taxes and assessments as may from time to time be imposed by the District in accordance with this Contract. Contractor further agrees that it shall protect, reimburse and indemnify District from and assume all liability for its tax and assessment obligations under the terms of the Agreement.

The District is exempt from payment of Florida state sales and use taxes. The Contractor shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the District, nor is the Contractor authorized to use the District's tax exemption number in securing such materials.

The Contractor shall be responsible for payment of its own and its share of its employees' payroll, payroll taxes, and benefits with respect to this Contract.

Section 19. Termination for Default

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A. Contractor shall be considered in material default of the Agreement and such default shall be considered cause for the District to terminate the Agreement, in whole or in part, as further set forth in this Section, if Contractor: (1) fails to begin the Work under the Contract Documents within the time specified herein; or (2) fails to properly and timely perform the Work as directed by the District or the Project Manager; or (3) performs the Work unsuitably or neglects or refuses to remove materials or to correct or replace such Work as may be rejected as unacceptable or unsuitable; or (4) discontinues the prosecution of the Work without prior notice; or (5) fails to resume Work which has been suspended within a reasonable time after being notified to do so; or (6) becomes insolvent or is declared bankrupt, or commits any act of bankruptcy; or (7) allows any final judgment to stand against it unsatisfied for more than ten (10) days; or (8) makes an assignment for the benefit of creditors; or (9) fails to obey any applicable codes, laws, ordinances, rules or regulations with respect to the Work; or (10) materially breaches any other provision of the Contract Documents.

B. The District shall notify Contractor in writing of Contractor's default(s). If the District reasonably determines that Contractor has not remedied and cured the default(s) within seven (7) calendar days following receipt by Contractor of said written notice, then the District, at its option, without releasing or waiving its rights and remedies against the Contractor's sureties and without prejudice to any other right or remedy it may be entitled to hereunder or by law, may terminate Contractor's right to proceed under the Agreement, in whole or in part, and take possession of all or any portion of the Work completed and any materials, tools, equipment, and appliances already paid for by the District, and complete all or any portion of Contractor's Work by whatever means, method or agency which the District, in its sole discretion, may choose.

C. If the District deems any of the foregoing remedies necessary, Contractor agrees that it shall not be entitled to receive any further payments hereunder until after the Project is completed except for those invoices for work that has already been completed. All monies expended and all of the costs, losses, damages and extra expenses, including all management, administrative and other overhead and other direct and indirect expenses (including attorneys' fees) or damages incurred by the District incident to such completion, shall be deducted from the Contract Amount, and if such expenditures exceed the unpaid balance of the Contract Amount, Contractor agrees to pay promptly to the District on demand the full amount of such excess, including costs of collection, attorney's fees (including appeals) and interest thereon at the maximum legal rate of interest until paid. If the unpaid balance of the Contract Amount exceeds all such costs, expenditures and damages incurred by the District to complete the Work, such excess shall be paid to the Contractor. The amount to be paid to the Contractor or the District, as the case may be, shall be approved by the Project Manager, upon application, and this obligation for payment shall survive termination of the Agreement.

D. The liability of Contractor hereunder shall extend to and include the full amount of any and all sums paid, expenses and losses incurred, damages sustained, and obligations assumed by the District in good faith under the belief that such payments or assumptions were necessary or required, in completing the Work and providing labor, materials, equipment, supplies, and other items therefore or re-letting the Work, and in settlement, discharge or compromise of any claims, demands, suits, and judgments pertaining to or arising out of the Work hereunder.

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E. If, after notice of termination of Contractor's right to proceed pursuant to this Section, it is determined for any reason that Contractor was not in default, or that its default was excusable, or that the District is not entitled to the remedies against Contractor provided herein, then Contractor's remedies against the District shall be the same as and limited to those afforded Contractor under Section 20 below.

Section 20. Termination for Convenience and Right of Suspension

A. The District shall have the right to terminate this Agreement without cause upon seven (7) calendar days written notice to Contractor. In the event of such termination for convenience, Contractor's recovery against the District shall be limited to that portion of the Contract Amount earned through the date of termination, together with any retainage withheld and reasonable termination expenses incurred, but Contractor shall not be entitled to any other or further recovery against the District, including, but not limited to, damages or any anticipated profit on portions of the Work not performed.

B. The District shall have the right to suspend all or any portions of the Work upon giving Contractor not less than two (2) calendar days' prior written notice of such suspension. If all or any portion of the Work is so suspended, Contractor's sole and exclusive remedy shall be to seek an extension of time to its schedule in accordance with the procedures set forth in the Contract Documents. In no event shall the Contractor be entitled to any additional compensation or damages. Provided, however, if the ordered suspension exceeds two (2) months, the Contractor shall have the right to terminate the Agreement with respect to that portion of the Work which is subject to the ordered suspension.

Section 21. Completion

A. When the Work is ready for its intended use, Contractor shall notify the District and Project Manager in writing that the Work (or such designated portion) is substantially complete and request that Project Manager issue a Certificate of Substantial Completion (or Certificate of Partial Substantial Completion). Within a reasonable time thereafter, the District, Contractor and Project Manager shall make an inspection of the Work (or designated portion thereof) to determine the status of completion. If the District and Project Manager do not consider the Work (or designated portion) substantially complete, Project Manager shall notify Contractor in writing giving the reasons therefor. If the District and Project Manager consider the Work (or designated portion) substantially complete, Project Manager shall prepare and deliver to Contractor a Certificate of Substantial Completion (or Certificate of Partial Substantial Completion) which shall fix the date of Substantial Completion for the entire Work (or designated portion thereof) and include a tentative punch list of items to be completed or corrected by Contractor before final payment. The District shall have the right to exclude Contractor from the Work and Project site (or designated portion thereof) after the date of Substantial Completion, but the District shall allow Contractor reasonable access to complete or correct items on the tentative punch list. The risk of loss for the Project and the Work performed thereon shall not pass to the District until the Certificate of Substantial Completion (or Partial Substantial Completion) is approved by the Project Manager.

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B. Within seven (7) calendar days of receipt of written certification by Contractor that the Work is completed and is ready for final inspection and acceptance and upon receipt of a final Application for Payment, Project Manager will make such inspection and, if he finds the Work acceptable and fully performed under the Contract Documents, he shall issue a final Certificate for Payment, recommending that, on the basis of his observations and inspections, and the Contractor's certification that the Work has been completed in accordance with the terms and conditions of the Contract Documents, that the entire balance found to be due Contractor is due and payable. The final payment shall not become due and payable until Contractor submits: (1) the Release and Affidavit in the form attached, (2) consent of surety to final payment, and (3) if required by the District, other data establishing payment or satisfaction of all obligations, such as receipts, releases and waivers of liens, arising out of the Contract Documents, to the extent and in such form as may be designated by the District. Unless and until the District is completely satisfied, the final payment shall not become due and payable.

C. Prior to final payment, the Project Manager may request the Contractor to permit the use of a specified part of the Project which the District believes it may use without significant interference with construction of the other parts of the Project. If the Contractor agrees, he will certify to the Project Manager that said part of the Project is Substantially Complete and request the Project Manager to issue a Certificate of Substantial Completion for that part of the Project. Within seven (7) calendar days thereafter, the Project Manager and the Contractor will make an inspection of that part of the Project to determine its status of completion. If the District considers that part of the Project to be Substantially Complete, the Project Manager will deliver to the Contractor a certificate to that effect, fixing the date of Substantial Completion as to that part of the Project, and listing the punch list of items to be completed or corrected before final payment and fixing the responsibility between the District and the Contractor for maintenance, heat and utilities as to that part of the Project. The District shall have the right to exclude the Contractor from any part of the Project, which is so certified to be Substantially Complete, but the District will allow the Contractor reasonable access to complete or correct items on the agreed upon punch list.

Section 22. Warranty

A. Contractor shall obtain and assign to the District all express warranties given to Contractor or any subcontractors by any materialmen supplying materials, equipment or fixtures to be incorporated into the Project.

B. Contractor warrants to the District that any materials and equipment furnished under the Contract Documents shall be new unless otherwise specified, and that all Work shall be of good quality, free from all defects and in conformance with the Contract Documents. Contractor further warrants to the District that all materials and equipment furnished under the Contract Documents shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with the instructions of the applicable manufacturers, fabricators, suppliers or processors except as otherwise provided for in the Contract Documents. If, within two (2) years after final completion, any Work is found to be defective or not in conformance with the Contract Documents, Contractor shall correct it promptly after receipt of written notice from the District. Contractor shall also be responsible for and pay for replacement or repair of adjacent materials or

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Work which may be damaged as a result of such replacement or repair. These warranties are in addition to those implied warranties to which the District is entitled as a matter of law.

C. Upon full and final payment, the Contractor warrants and guarantees that title to all Work, materials and equipment covered by an application for progress payment, whether incorporated in the Project or not, will be passed to the District prior to the next application for progress payment, free and clear of all liens, claims, security interest and encumbrances; and that no Work, materials or equipment covered by an Application for Payment will have been acquired by the Contractor or by any other person performing the Work at the site or furnishing materials and equipment for the Project subject to an agreement under which an interest therein or encumbrance thereon is retained by the seller or otherwise imposed by the Contractor or such other person.

Section 23. Tests and Inspections.

A. The District, Project Manager, their respective representatives, agents and employees, and governmental agencies with jurisdiction over the Project shall have access at all times to the Work, whether the Work is being performed on or off of the Project site, for their observation, inspection and testing. Contractor shall provide proper, safe conditions for such access. Contractor shall provide Project Manager with timely notice of readiness of the Work for all required inspections, tests or approvals.

B. If the Contract Documents or any codes, laws, ordinances, rules or regulations of any public authority having jurisdiction over the Project requires any portion of the Work to be specifically inspected, tested or approved, Contractor shall assume full responsibility therefore, pay all costs in connection therewith and furnish Project Manager the required certificates of inspection, testing or approval. When any portion of the Work subject to inspection is ready for such, the Contractor shall provide the Project Manager forty-eight (48) hours' notice prior to the inspection. All inspections, tests or approvals shall be performed in a manner and by organizations acceptable to the Project Manager and the District.

C. If any Work that is to be inspected, tested or approved is covered without written concurrence from the Project Manager, such work must, if requested by Project Manager, be uncovered for observation. Such uncovering shall be at Contractor's expense unless Contractor has given Project Manager timely notice of Contractor's intention to cover the same and Project Manager has not acted with reasonable promptness to respond to such notice. If any Work is covered contrary to written directions from Project Manager, such Work must, if requested by Project Manager, be uncovered for Project Manager's observation and be replaced at Contractor's sole expense.

D. The District shall charge to Contractor and may deduct from any payments due Contractor all engineering, and inspection expenses incurred by the District in connection with any overtime work. Such overtime work consisting of any work during the construction period beyond the regular eight (8) hour day and for any work performed on Saturday, Sunday or holidays.

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E. Neither observations nor other actions by the Project Manager nor inspections, tests or approvals by others shall relieve Contractor from Contractor's obligations to perform the Work in accordance with the Contract Documents.

Section 24. Defective Work

A. Work not conforming to the requirements of the Contract Documents in the reasonable judgment of the Project Manager shall be deemed defective Work. If required by the District or Project Manager, Contractor shall, as directed, either correct all defective Work, whether or not fabricated, installed or completed, or if the defective Work has been rejected by the District or Project Manager, remove it from the site and replace it with conforming Work. Contractor shall bear all direct, indirect and consequential costs of such correction or removal (including, but not limited to fees and charges of engineers, architects, attorneys and other professionals) made necessary thereby, and shall hold the District harmless for same.

B. If the District or Project Manager consider it necessary or advisable that covered Work be observed by Project Manager or inspected or tested by others, Contractor, at the District's or Project Manager's request, shall uncover, expose or otherwise make available for observation, inspection or tests as the District or Project Manager may require, that portion of the Work in question, furnishing all necessary labor, material and equipment. If it is found that such Work is defective, Contractor shall bear all direct, indirect and consequential costs of such uncovering, exposure, observation, inspection and testing and of satisfactory reconstruction (including, but not limited to, fees and charges of engineers, architects, attorneys and other professionals), and the District shall be entitled to an appropriate decrease in the Contract Amount. If, however, such Work is not found to be defective, Contractor shall be allowed an increase in the Contract Amount and/or an extension to the Contract Time, directly attributable to such uncovering, exposure, observation, inspection, testing and reconstruction.

C. If any portion of the Work is defective, or Contractor fails to supply sufficient skilled workers with suitable materials or equipment, or fails to finish or perform the Work in such a way that the completed Work will conform to the Contract Documents, the District or Project Manager may order Contractor to stop the Work, or any portion thereof, until the cause for such stop in the work has been eliminated; however, this right of the District and Project Manager to stop the Work shall not give rise to any duty on the part of the District or Project Manager to exercise this right for the benefit of Contractor or any other party.

D. If Contractor fails, within a reasonable time after the written notice from the District or Project Manager, to correct defective Work or to remove and replace rejected defective Work as required by Project Manager or the District, or if Contractor fails to perform the Work in accordance with the Contract Documents, or if Contractor fails to comply with any of the provisions of the Contract Documents, the District may, after seven (7) days' written notice to Contractor, correct and remedy any such deficiency. To the extent necessary to complete corrective and remedial action, the District may exclude Contractor from any or all of the Project site, take possession of all or any part of the Work that has been completed, and suspend Contractor's services related thereto, take possession of Contractor's tools, appliances, construction

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equipment and machinery at the Project site that was paid for by the District and incorporate in the Work all materials and equipment. Contractor shall allow the District, Project Manager and their respective representatives, agents, and employees such access to the Project site as may be necessary to enable the District to exercise the rights and remedies under this paragraph. All direct, indirect and consequential costs of the District in exercising such rights and remedies shall be charged against Contractor, and a Change Order shall be issued, incorporating the necessary revisions to the Contract Documents, including an appropriate decrease to the Contract Amount. Such direct, indirect and consequential costs shall include, but not be limited to, fees and charges of engineers, architects, attorneys and other professionals, all court costs and all costs of repair and replacement of work of others destroyed or damaged by correction, removal or replacement of Contractor's defective Work. Contractor shall not be allowed an extension of the Contract Time because of any delay in performance of the Work attributable to the exercise by the District of the District's rights and remedies hereunder.

Section 25. Supervision and Superintendents

A. Contractor shall plan, organize, supervise, schedule, monitor, direct and control the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Contractor shall be responsible to see that the finished Work complies accurately with the Contract Documents. Contractor shall keep on the Work at all times during its progress a competent resident superintendent, who shall not be replaced without prior written notice to the District and Project Manager except under extraordinary circumstances. The superintendent shall be Contractor's representative at the Project site and shall have authority to act on behalf of the Contractor. All communications given to the superintendent shall be as binding as if given to the Contractor. The District shall have the right to direct Contractor to remove and replace its Project superintendent, with reasonable cause.

Section 26. Protection of Work

A. Contractor shall fully protect the Work from loss or damage and shall bear the cost of any such loss or damage until final payment has been made. If Contractor or any one for whom Contractor is legally liable is responsible for any loss or damage to the Work, or other work or materials of the District or the District's separate contractors, Contractor shall be charged with the same, and any monies necessary to replace such loss or damage shall be deducted from any amounts due Contractor.

B. Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent property to stresses or pressures that will endanger said Work or property.

Section 27. Emergencies

A. In the event of an emergency affecting the safety or protection of persons or the Work or property at the Project site or adjacent thereto, Contractor, without special instruction or authorization from the District or Project Manager is obligated to act to prevent threatened damage,

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injury or loss. Contractor shall give Project Manager written notice within forty-eight (48) hours after the occurrence of the emergency, if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby.

B. If the Project Manager determines that a change in the Contract Documents is required because of the action taken in response to an emergency, a Change Order shall be issued to document the consequences of the changes or variations. If Contractor fails to provide the forty-eight (48) hour written notice noted above, the Contractor shall be deemed to have waived any right it otherwise may have had to seek an adjustment to the Contract Amount or an extension to the Contract Time.

Section 28. Use of Premises

A. The District will provide Contractor with reasonable access to the Project site.

B. The Contractor shall be responsible for staging, protecting, and storing equipment or materials. Contractor shall confine all construction equipment, the storage of materials and equipment and the operations of workers to the Project site and land and areas identified in and permitted by the Contract Documents and other lands and areas permitted by law, rights of way, permits and easements, and shall not unreasonably encumber the Project site with construction equipment or other material or equipment. Contractor shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof, or any land or areas contiguous thereto, resulting from the performance of the Work.

C. All equipment will be staged in areas approved by the Project Manager, ensuring access to adjacent roads and businesses are not blocked. Staging on private property will be allowed after written permission has been received from the property owner by the District. The District will not be responsible for any costs associated with the use or clean-up of any private property used by the Contractor.

Section 29. Safety

A. Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:

A.1. All employees on the Work and other persons and/or organizations who may be affected thereby;

A.2. All the Work and materials and equipment to be incorporated therein, whether in storage on or off the Project site; and

A.3. Other property on Project site or adjacent thereto, including trees, shrubs, walks, pavements, roadways, structures, utilities and any underground structures or improvements not designated for removal, relocation or replacement in the Contract Documents.

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B. Contractor shall comply with all applicable codes, laws, ordinances, rules and regulations of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss. Contractor shall erect and maintain all necessary safeguards for such safety and protection. Contractor shall notify owners of adjacent property and of underground structures and improvements and utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation or replacement of their property. Contractor's duties and responsibilities for the safety and protection of the Work shall continue until such time as the Work is completed and final acceptance of same by the District has occurred.

C. Contractor shall designate a responsible representative at the Project site whose duty shall be the prevention of accidents. This person shall be Contractor's superintendent unless otherwise designated in writing by Contractor to the District. The District shall have the right to direct Contractor to remove and replace this individual, with reasonable cause.

Section 30. Exhibits Incorporated.

The following documents are expressly agreed to be incorporated by reference and made a part of this Agreement:

- A. Scope of Work
- B. Insurance Requirements, including certificates of insurance
- C. Form of Release and Affidavit
- D. Change Order Form

Section 31. Notices.

A. All notices required or made pursuant to this Agreement by the Contractor to the District shall be in writing and delivered by hand or by United States Postal Service Department, first class mail, postage pre-paid, return receipt requested, addressed to the following:

James McCain or District General Manager
510 3rd St, Cedar Key, FL 32625
(352) 543-5285
Alicia@ckwater.org and James@ckwater.org

With a Copy to:

Evan Rosenthal
Nabors, Giblin & Nickerson, P.A.
1500 Mahan Drive, Suite 200
Tallahassee, Florida 32308
(850) 224-4070
erosenthal@ngn-tally.com

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B. All notices required or made pursuant to this Agreement by the District to Contractor shall be made in writing and shall be delivered by hand or by United States Postal Service Department, first class mail, postage pre-paid, return receipt requested, or by Federal Express, addressed to the following:

Corporate Name of Contractor: Signal USA, LLC
Address (including city, state and zip): 2490 Industrial Row
Troy, MI 48084

Name of person with their title to whose Attention the notice should be sent:

Robert Martens, Legal Director

Telephone number:

(248) 288-6300

Email:

rmartens@signalrestoration.com

C. Either party may change its above noted address by giving written notice to the other party in accordance with the requirements of this Section.

Section 32. Modification.

No modification or change to the Agreement shall be valid or binding upon the parties unless in writing and executed by the party or parties intended to be bound by it.

Section 33. Successors and Assigns.

Subject to other provisions hereof, the Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the parties to the Agreement.

Section 34. Governing Law.

The Agreement shall be interpreted under and its performance governed by the laws of the State of Florida.

Section 35. No Waiver.

The failure of the District to enforce at any time or for any period of time any one or more of the provisions of the Agreement shall not be construed to be and shall not be a waiver of any such provision or provisions or of its right thereafter to enforce each and every such provision.

Section 36. Vendors on Scrutinized Companies Lists.

By executing this Agreement, Contractor, certifies that it is not: (1) listed on the Scrutinized

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Companies that Boycott Israel List, created pursuant to section 215.4725, Florida Statutes, (2) engaged in a boycott of Israel, (3) listed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to section 215.473, Florida Statutes, or (4) engaged in business operations in Cuba or Syria. Pursuant to section 287.135(5), Florida Statutes, the District may immediately terminate this Agreement for cause if the Contractor is found to have submitted a false certification as to the above or if the Contractor is placed on the Scrutinized Companies that Boycott Israel List, is engaged in a boycott of Israel, has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria, during the term of the Agreement. If the District determines that the Contractor has submitted a false certification, the District will provide written notice to the Contractor. Unless the Contractor demonstrates in writing, within 90 calendar days of receipt of the notice, that the District's determination of false certification was made in error, the District shall bring a civil action against the Contractor. If the District's determination is upheld, a civil penalty equal to the greater of \$2 million or twice the amount of this Agreement shall be imposed on the Contractor, and the Contractor will be ineligible to bid on any Agreement with a Florida agency or local governmental entity for three years after the date of District's determination of false certification by Contractor. If federal law ceases to authorize the states to adopt and enforce the contracting prohibition identified in this Section 36, this Section 36 shall be null and void.

Section 37. Modification.

Agreement may not be modified unless such modifications are evidenced in writing signed by both District and Contractor. Such modifications shall be in the form of a written Amendment executed by both parties.

Section 38. Entire Agreement.

Each of the parties hereto agrees and represents that the Contract Documents comprise the full and entire agreement between the parties affecting the Work contemplated, and no other agreement or understanding of any nature concerning the same has been entered into or will be recognized, and that all negotiations, acts, work performed, or payments made prior to the execution hereof shall be deemed merged in, integrated and superseded by the Agreement.

Section 39. Severability.

Should any provision of the Agreement be determined by a court to be unenforceable, such a determination shall not affect the validity or enforceability of any other section or part thereof.

Section 40. Subcontracting.

A. The District reserves the right to accept the use of a subcontractor or to reasonably reject the selection of a particular subcontractor and to inspect all facilities of any subcontractor. If applicable, regardless of any subcontract, the Contractor is ultimately responsible for all work to be performed under this Contract, including but not limited to design, permitting, construction,

Florida Contractor's License #: CGC 1530684
Florida Mold License #: MRSR2848

surveying, contract management, land acquisition, legal services, right-of-way acquisition, zoning, replating, comprehensive plan amendment code variance, and other services, as necessary. The Contractor agrees to be responsible for the fulfillment of all work elements included in any subcontract and agrees to be responsible for the payment of all monies due under any subcontract. It is understood and agreed by the Contractor that the District shall not be liable to any subcontractor for any expenses or liabilities incurred under the subcontract and that the Contractor shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract. If a subcontractor fails to perform or make progress, as required by this Contract, and it is necessary to replace the subcontractor to complete the work in a timely fashion, the Contractor shall promptly do so, subject to acceptance of the new subcontractor by the District. Failure of a subcontractor to timely or properly perform its obligations shall not relieve Contractor of its obligations hereunder.

B. Subcontracts, which involve equipment purchases as part of an installation/retrofit or that include infrastructure and/or infrastructure improvements, as defined in Florida Chief Financial Officer (CFO) Memorandum No. 5 (2011-2012), must be capitalized in accordance with Chapter 691-72, Florida Administrative Code (F.A.C.). The Contractor shall be responsible for maintaining appropriate property records for any subcontracts that include the purchase of equipment as part of the delivery of services. The Contractor shall ensure its subcontracts issued under this Contractor, if any, impose this requirement, in writing, on its subcontractors.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date(s) indicated below.

[SIGNATURE PAGE FOLLOWS]

Florida Contractor's License #: CGC 1530684
Florida Mold License #: MRSR2848

CONTRACTOR: SIGNAL USA, LLC, a Foreign Limited Liability Company

DocuSigned by:
By: Robert Martens (Signature) Robert Martens (Printed)
65EA6EEA511F48F...

Its: Legal Director (Title)

Date: 1/4/2024

DocuSigned by:
Witness: Lars Luedeman (Signature) Lars Luedeman (Printed)
685966A7862D4B4...

Its: CFO
President/Corporate Secretary/Witness
[Corporate Seal]

DocuSigned by:
Kristen Guralczyk (Signature) Kristen Guralczyk (Printed)
0E22BDDDB8764F7...
2nd Witness (if not incorporated)
Contracts Manager

Florida Contractor's License #: CGC 1530684
Florida Mold License #: MRSR2848

DISTRICT: CEDAR KEY WATER AND SEWER DISTRICT

By: _____

Date: _____

ATTEST:

Florida Contractor's License #: CGC 1530684
Florida Mold License #: MRSR2848

EXHIBIT A
SCOPE OF WORK



Signal Restoration

Insured: Cedar Key FL Admin Building Rev 3 12.05.23
Property: 510 3rd Street
Cedar Key, FL 32625

Estimator: Robert Trott
Company: Signal Restoration Services

Claim Number: 40-2301-14923

Policy Number:

Type of Loss:

Date of Loss:
Date Inspected:

Date Received:
Date Entered: 9/29/2023 8:16 AM

Price List: FLGA8X_DEC23
Restoration/Service/Remodel
Estimate: 40-2301-14923-3-1117



Signal Restoration

Signal Restoration Services (Signal) respectfully submits the attached Scope of Work to provide our services for the structure at the above referenced location. The Scope of Work is based on our site visit conducted for damages associated with a water loss. The following processes were prepared without the aid of drawings: architectural, framing; mechanical; electrical; & plumbing. Signal reserves the right to adjust pricing upon the completion of demolition operations. We have created the Scope of Work based on our visible inspection and general knowledge of the structures typical construction. Additional drywall layers, insulation, or other materials may be found once demolition is started, which will need to be added to this scope. This Scope of Work includes all labor, material, and taxes as projected for the site conditions as they are known. If additional items become apparent, that were not readily visible during our inspection, the Scope of Work may change. If the Scope of Work decreases from what has been identified, the attached Scope of Work will be adjusted as well.

It is assumed that Signal Restoration Services will have necessary access to the facility. Common utilities such as water and electrical power must be readily available in suitable quantities. Signal Restoration Services can provide these items at an additional cost if not available.

EXCLUSIONS

This proposal does not include any of the following:

- 1 - Removal and disposal of any harmful building materials or contents. Pursuant to Federal Regulations an Asbestos Containing Materials survey must be obtained before any demolition of building components occur. This proposal does not include any testing or abatement associated with the removal of Asbestos Containing Materials.
- 2 - Removal or disposal of any hazardous materials or other environmental contaminants.
- 3 - Allowances for any issues concerning Apparent Mold Growth on building materials.
- 4 - Overtime or premium rates for after hours work.
- 5 - Hidden damages or defects.
- 6 - Code compliance items that may be required by the local building authority.
- 7 - Damages to concrete flatwork and landscape.

Our estimate and/or report is confidential and proprietary. We understand that it may be submitted to or made available to the insured's insurance company. Permission is hereby granted for this limited distribution and/or review. No further distribution, including by the insured's insurer, is permitted without our prior written consent.

The Scope of Work has been prepared using the Xactimate estimating platform, which is based on unit pricing. Not all line items may be necessary to be completed but they are part of the overall project price. Signal reserves the right to use alternate methods to restore the facility to its pre-loss condition, with like kind and quality materials. The Xactimate unit costs are updated at the beginning of every month. Due to the current market conditions for material and labor costs, Signal reserves the right to re-price projects that have not started prior to the beginning of the new price list cycle. Any increase or decrease in unit costs will be provided to the owner and their insurance carrier.



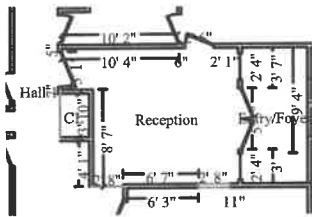
Signal Restoration

40-2301-14923-3-1117

Main Level

Main Level

DESCRIPTION	QTY	RESET	REMOVE	REPLACE	TAX	O&P	TOTAL
1. Electrical (Bid Item)	1.00 EA						OPEN ITEM
Open Item for electrical services needed, will be invoiced at cost plus 10 and 10. This will include electrical outlet install in reception desk.							
2. Taxes, insurance, permits & fees (Bid Item)	1.00 EA						OPEN ITEM
Open Item for any required permits/fees/taxes, will be invoiced at cost plus 10 and 10.							
Total: Main Level					0.00	0.00	0.00



Reception

Height: 8'

330.09 SF Walls	162.88 SF Ceiling
492.97 SF Walls & Ceiling	162.88 SF Floor
18.10 SY Flooring	41.83 LF Floor Perimeter
52.41 LF Ceil. Perimeter	

Missing Wall	2' 8" X 8'	Opens into HALL_1
Missing Wall - Goes to Floor	2' 8" X 6' 8"	Opens into OFFICE_2
Window	2' 4" X 4'	Opens into ENTRY_FOYER
Door	5' 5" X 6' 8"	Opens into ENTRY_FOYER
Window	2' 4" X 4'	Opens into ENTRY_FOYER
Door	2' 6" X 6' 8"	Opens into MEETING_ROOM

DESCRIPTION	QTY	RESET	REMOVE	REPLACE	TAX	O&P	TOTAL
3. Content Manipulation charge - per hour	1.00 HR		0.00	52.85	0.00	10.58	63.43
4. Floor protection - cardboard and tape *Walls*	162.88 SF		0.61	0.00	3.19	20.52	123.07
5. 1/2" Cement board To be installed in place of drywall in the areas that drywall was removed.	46.00 SF		0.00	4.26	5.86	40.38	242.20
6. Texture drywall - heavy hand texture	46.00 SF		0.00	1.72	0.64	15.94	95.70
7. Install Wall/roof panel - corrugated - 26 gauge Perimeter walls	167.32 SF		0.00	2.36	0.00	78.98	473.86
8. Wall/roof panel - corrugated - 26 gauge half wall purchase and install new	144.00 SF		0.00	4.30	19.56	127.76	766.52



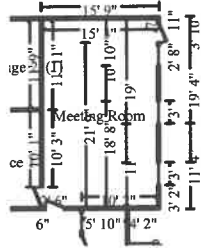
Signal Restoration

CONTINUED - Reception

DESCRIPTION	QTY	RESET	REMOVE	REPLACE	TAX	O&P	TOTAL
9. Install Wall corrugated Corner trim - reset	16.00 LF		0.00	2.13	0.00	6.82	40.90
10. Install Chair rail - oversized - 3 1/4" MDF - w/detail trim above corrugated metal.	41.83 LF		0.00	2.05	0.00	17.16	102.91
11. Mask and prep for paint - plastic, paper, tape (per LF)	52.41 LF		0.00	1.57	0.99	16.66	99.93
12. Seal the surface area w/PVA primer - one coat Seal/prime new cement board area	46.00 SF		0.00	0.67	0.19	6.20	37.21
13. Paint part of the walls - two coats	247.57 SF		0.00	1.15	5.37	58.02	348.10
14. Paint chair rail - two coats	41.83 LF		0.00	1.70	0.59	14.34	86.04
15. Exterior Door, painted(36*80)	1.00 EA		0.00	1,000.00	135.96	227.20	1,363.16
16. Install Exterior Door, painted, installation	1.00 EA		0.00	131.12	0.00	26.22	157.34
17. Door opening (jamb & casing) - 32"to36"wide - paint grade	1.00 EA		0.00	201.15	9.74	42.18	253.07
18. Paint door/window trim & jamb - 2 coats (per side)	1.00 EA		0.00	36.85	0.44	7.46	44.75
19. Paint casing - two coats	34.00 LF		0.00	1.70	0.48	11.66	69.94
20. Door knob - interior - High grade Satin Finish	1.00 EA		0.00	59.92	2.51	12.48	74.91
21. Reception desk H9731	1.00 LF		0.00	1,225.00	15.19	248.04	1,488.23
22. General Laborer - per hour 2 Laborers to unbox and assemble desk for 2 hours each	4.00 HR		0.00	52.85	0.00	42.28	253.68
Totals: Reception					200.71	1,030.88	6,184.95



Signal Restoration



Meeting Room

Height: 8'

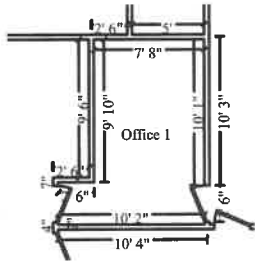
549.56 SF Walls	378.71 SF Ceiling
928.26 SF Walls & Ceiling	378.71 SF Floor
42.08 SY Flooring	70.00 LF Floor Perimeter
80.17 LF Ceil. Perimeter	

Door	2' 6" X 6' 8"	Opens into OFFICE_1
Door	2' 6" X 6' 8"	Opens into RECEPTION
Door	2' 6" X 6' 8"	Opens into Exterior
Window - Goes to Floor	2' 8" X 6' 8"	Opens into Exterior
Window	3' X 4'	Opens into Exterior
Window	3' X 4'	Opens into Exterior

DESCRIPTION	QTY	RESET	REMOVE	REPLACE	TAX	O&P	TOTAL
23. Content Manipulation charge - per hour	1.00 HR		0.00	52.85	0.00	10.58	63.43
24. Floor protection - cardboard and tape	378.71 SF		0.61	0.00	7.42	47.68	286.11
Walls							
25. Install Wall/roof panel - corrugated - 26 gauge Install salvaged corrugated sheeting.	280.00 SF		0.00	2.36	0.00	132.16	792.96
26. Install Wall corrugated Corner trim - reset	16.00 LF		0.00	2.13	0.00	6.82	40.90
27. Install Chair rail - oversized - 3 1/4" MDF - w/detail trim above corrugated metal.	70.00 LF		0.00	2.05	0.00	28.70	172.20
28. Paint chair rail - two coats	70.00 LF		0.00	1.70	0.98	24.00	143.98
29. Exterior Door, painted(36*80)	1.00 EA		0.00	1,000.00	135.96	227.20	1,363.16
30. Install Exterior Door, painted, installation	1.00 EA		0.00	131.12	0.00	26.22	157.34
31. Door opening (jamb & casing) - 32"to36"wide - paint grade	1.00 EA		0.00	201.15	9.74	42.18	253.07
32. Paint casing - two coats	49.00 LF		0.00	1.70	0.69	16.80	100.79
33. Paint casing - two coats	34.00 LF		0.00	1.70	0.48	11.66	69.94
34. Door knob - interior - High grade Satin Finish	1.00 EA		0.00	59.92	2.51	12.48	74.91
35. Paint door/window trim & jamb - 2 coats (per side) One window and one door to exterior / two interior doors	6.00 EA		0.00	36.85	2.63	44.74	268.47
Totals: Meeting Room					160.41	631.22	3,787.26



Signal Restoration



Office 1

Height: 8'

333.33 SF Walls	105.04 SF Ceiling
438.38 SF Walls & Ceiling	105.04 SF Floor
11.67 SY Flooring	40.83 LF Floor Perimeter
45.83 LF Ceil. Perimeter	

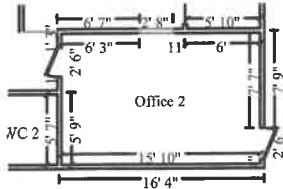
Door 2' 6" X 6' 8" **Opens into HALL_1**
Door 2' 6" X 6' 8" **Opens into MEETING_ROOM**

DESCRIPTION	QTY	RESET	REMOVE	REPLACE	TAX	O&P	TOTAL
36. Content Manipulation charge - per hour	1.00 HR		0.00	52.85	0.00	10.58	63.43
37. Floor protection - cardboard and tape	105.04 SF		0.61	0.00	2.06	13.24	79.37
Walls							
38. Install Wall/roof panel - corrugated - 26 gauge	163.33 SF		0.00	2.36	0.00	77.10	462.56
39. Install Wall corrugated Corner trim - reset	16.00 LF		0.00	2.13	0.00	6.82	40.90
40. Install Chair rail - oversized - 3/4" MDF - w/detail	40.83 LF		0.00	2.05	0.00	16.74	100.44
41. Paint chair rail - two coats	40.83 LF		0.00	1.70	0.57	14.00	83.98
42. Exterior Door, painted(32*80)	2.00 EA		0.00	1,000.00	271.92	454.38	2,726.30
43. Install Exterior Door, painted, installation	2.00 EA		0.00	131.12	0.00	52.44	314.68
44. Door opening (jamb & casing) - 32"to36"wide - paint grade	2.00 EA		0.00	201.15	19.48	84.36	506.14
45. Paint door/window trim & jamb - 2 coats (per side)	4.00 EA		0.00	36.85	1.75	29.84	178.99
46. Paint casing - two coats	68.00 LF		0.00	1.70	0.95	23.32	139.87
47. Door knob - interior - High grade Satin Finish	2.00 EA		0.00	59.92	5.02	24.96	149.82
48. Reception desk H791	1.00 LF		0.00	1,225.00	15.19	248.04	1,488.23
49. General Laborer - per hour	4.00 HR		0.00	52.85	0.00	42.28	253.68
2 Laborers to unbox and assemble desk for 2 hours each							

Totals: Office 1 316.94 1,098.10 6,588.39



Signal Restoration



Office 2

Height: 8'

368.89 SF Walls	164.93 SF Ceiling
533.82 SF Walls & Ceiling	164.93 SF Floor
18.33 SY Flooring	44.83 LF Floor Perimeter
52.50 LF Ceil. Perimeter	

Door	2' 6" X 6' 8"	Opens into Exterior
Missing Wall - Goes to Floor	2' 8" X 6' 8"	Opens into RECEPTION
Door	2' 6" X 6' 8"	Opens into HALL_1

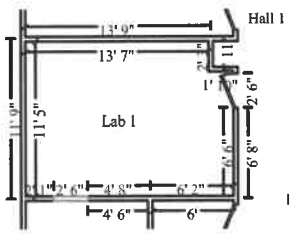
DESCRIPTION	QTY	RESET	REMOVE	REPLACE	TAX	O&P	TOTAL
50. Content Manipulation charge - per hour	2.50 HR		0.00	52.85	0.00	26.42	158.55
51. Floor protection - cardboard and tape *Walls*	164.93 SF		0.61	0.00	3.23	20.76	124.60
52. 1/2" Cement board To be installed in place of drywall in the areas that drywall was removed.	107.00 SF		0.00	4.26	13.63	93.88	563.33
53. Texture drywall - heavy hand texture	107.00 SF		0.00	1.72	1.50	37.10	222.64
54. Install Wall/roof panel - corrugated - 26 gauge	107.00 SF		0.00	2.36	0.00	50.50	303.02
55. Install Wall corrugated Corner trim - reset	20.00 LF		0.00	2.13	0.00	8.52	51.12
56. Install Chair rail - oversized - 3 1/4" MDF - w/detail	44.83 LF		0.00	2.05	0.00	18.38	110.28
57. Seal the surface area w/PVA primer - one coat	107.00 SF		0.00	0.67	0.45	14.44	86.58
58. Paint the surface area - two coats	160.50 SF		0.00	1.15	3.48	37.62	225.68
59. Paint chair rail - two coats	44.83 LF		0.00	1.70	0.63	15.36	92.20
60. Exterior Door, painted(32*80)	1.00 EA		0.00	1,000.00	135.96	227.20	1,363.16
61. Install Exterior Door, painted, installation	1.00 EA		0.00	131.12	0.00	26.22	157.34
62. Door opening (jamb & casing) - 32"to36"wide - paint grade	1.00 EA		0.00	201.15	9.74	42.18	253.07
63. Paint casing - two coats	34.00 LF		0.00	1.70	0.48	11.66	69.94
64. Paint door/window trim & jamb - 2 coats (per side) Two windows / and two interior doors	6.00 EA		0.00	36.85	2.63	44.74	268.47
65. Door knob - interior - High grade Satin Finish	1.00 EA		0.00	59.92	2.51	12.48	74.91
66. Office Desk Model H9731	1.00 EA		0.00	1,225.00	15.19	248.04	1,488.23



Signal Restoration

CONTINUED - Office 2

DESCRIPTION	QTY	RESET	REMOVE	REPLACE	TAX	O&P	TOTAL
67. Office Desk Model H9730	1.00 EA		0.00	870.00	0.00	0.00	870.00
68. General Laborer - per hour	6.00 HR		0.00	52.85	0.00	63.42	380.52
2 Laborers to unbox and assemble desk for 2 hours each							
Totals: Office 2					189.43	998.92	6,863.64



Lab 1

Height: 8'

396.00 SF Walls	171.88 SF Ceiling
567.88 SF Walls & Ceiling	171.88 SF Floor
19.10 SY Flooring	48.67 LF Floor Perimeter
53.67 LF Ceil. Perimeter	

Missing Wall - Goes to Floor Door

**2' 6" X 6' 8"
2' 6" X 6' 8"**

**Opens into FILE
Opens into HALL_1**

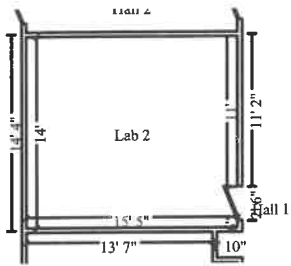
DESCRIPTION	QTY	RESET	REMOVE	REPLACE	TAX	O&P	TOTAL
69. Content Manipulation charge - per hour	5.00 HR		0.00	52.85	0.00	52.86	317.11
70. Floor protection - cardboard and tape	171.88 SF		0.61	0.00	3.37	21.66	129.88
<i>*Walls*</i>							
71. 1/2" Cement board	194.67 SF		0.00	4.26	24.80	170.82	1,024.91
To be installed in place of drywall in the areas that drywall was removed.							
72. Texture drywall - heavy hand texture	194.67 SF		0.00	1.72	2.73	67.50	405.06
73. Seal part of the walls w/PVA primer - one coat	198.00 SF		0.00	0.67	0.83	26.70	160.19
74. Paint the walls - two coats	396.00 SF		0.00	1.15	8.59	92.80	556.79
75. Exterior Door, painted(36*80)	1.00 EA		0.00	1,000.00	135.96	227.20	1,363.16
76. Install Exterior Door, painted, installation	1.00 EA		0.00	131.12	0.00	26.22	157.34
77. Door opening (jamb & casing) - 32"to36"wide - paint grade	1.00 EA		0.00	201.15	9.74	42.18	253.07
78. Paint casing - two coats	38.00 LF		0.00	1.70	0.53	13.02	78.15
Paint interior door casing							
79. Paint door/window trim & jamb - 2 coats (per side)	2.00 EA		0.00	36.85	0.88	14.92	89.50
Window and exterior door / one interior door							
80. Door knob - interior - High grade	1.00 EA		0.00	59.92	2.51	12.48	74.91



Signal Restoration

CONTINUED - Lab 1

DESCRIPTION	QTY	RESET	REMOVE	REPLACE	TAX	O&P	TOTAL
81. Lab Workbench H9639	1.00 EA		0.00	770.00	0.00	0.00	770.00
82. General Laborer - per hour	2.00 HR		0.00	52.85	0.00	21.14	126.84
2 Laborers to unbox and assemble desk for 2 hours each							
Totals: Lab 1					189.94	789.50	5,506.91



Lab 2

Height: 8'

454.00 SF Walls	215.83 SF Ceiling
669.83 SF Walls & Ceiling	215.83 SF Floor
23.98 SY Flooring	56.33 LF Floor Perimeter
58.83 LF Ceil. Perimeter	

Door

2' 6" X 6' 8"

Opens into HALL_1

DESCRIPTION	QTY	RESET	REMOVE	REPLACE	TAX	O&P	TOTAL
83. Content Manipulation charge - per hour	3.00 HR		0.00	52.85	0.00	31.72	190.27
84. Floor protection - cardboard and tape	215.83 SF		0.61	0.00	4.23	27.18	163.07
<i>*Walls*</i>							
85. 1/2" Cement board	7.00 SF		0.00	4.26	0.89	6.14	36.85
To be installed in place of drywall in the areas that drywall was removed.							
86. Texture drywall - heavy hand texture	7.00 SF		0.00	1.72	0.10	2.42	14.56
87. Install Wall/roof panel - corrugated - 26 gauge	218.33 SF		0.00	2.36	0.00	103.06	618.32
Install of salvaged sheets							
88. Install Wall corrugated Corner trim - reset	16.00 LF		0.00	2.13	0.00	6.82	40.90
89. Install Chair rail - oversized - 3 1/4" MDF - w/detail	50.83 LF		0.00	2.05	0.00	20.84	125.04
90. Seal part of the walls w/PVA primer - one coat	283.75 SF		0.00	0.67	1.19	38.26	229.56
91. Paint part of the walls - two coats	283.75 SF		0.00	1.15	6.16	66.50	398.97
92. Paint chair rail - two coats	50.83 LF		0.00	1.70	0.71	17.42	104.54
93. Exterior Door, painted(36*80)	2.00 EA		0.00	1,000.00	271.92	454.38	2,726.30
94. Install Exterior Door, painted, installation	2.00 EA		0.00	131.12	0.00	52.44	314.68
95. Door opening (jamb & casing) - 32"to36"wide - paint grade	2.00 EA		0.00	201.15	19.48	84.36	506.14



Signal Restoration

CONTINUED - Lab 2

DESCRIPTION	QTY	RESET	REMOVE	REPLACE	TAX	O&P	TOTAL
96. Paint door/window trim & jamb - 2 coats (per side)	2.00 EA		0.00	36.85	0.88	14.92	89.50
97. Paint casing - two coats	68.00 LF		0.00	1.70	0.95	23.32	139.87
98. Door knob - interior - High grade Satin Finish	2.00 EA		0.00	59.92	5.02	24.96	149.82
99. Desks Model H8217	4.00 EA		0.00	455.00	127.40	389.48	2,336.88
100. General Laborer - per hour Labor to assemble 4 desks and 4 filing cabinets	10.00 HR		0.00	52.85	0.00	105.70	634.20
101. Filing Cabinet H7759	220.00 EA		0.00	0.00	0.00	0.00	0.00
Totals: Lab 2					438.93	1,469.92	8,819.47



Hall 1

Height: 8'

565.36 SF Walls	193.42 SF Ceiling
758.78 SF Walls & Ceiling	193.42 SF Floor
21.49 SY Flooring	67.34 LF Floor Perimeter
87.34 LF Ceil. Perimeter	

- Door** 2' 6" X 6' 8" Opens into LAB_2
- Door** 2' 6" X 6' 8" Opens into HALL_2
- Door** 2' 6" X 6' 8" Opens into OFFICE_1
- Missing Wall** 3' 9 15/16" X 8' Opens into CL2
- Missing Wall** 2' 8" X 8' Opens into RECEPTION
- Door** 2' 6" X 6' 8" Opens into OFFICE_2
- Door** 2' 6" X 6' 8" Opens into WC_2
- Door** 2' 6" X 6' 8" Opens into AC
- Door** 2' 6" X 6' 8" Opens into WC_3
- Door** 2' 6" X 6' 8" Opens into LAB_1

DESCRIPTION	QTY	RESET	REMOVE	REPLACE	TAX	O&P	TOTAL
102. Content Manipulation charge - per hour	1.00 HR		0.00	52.85	0.00	10.58	63.43
103. Floor protection - cardboard and tape	193.42 SF		0.61	0.00	3.79	24.36	146.14
Walls							
104. Install Wall/roof panel - corrugated - 26 gauge	269.35 SF		0.00	2.36	0.00	127.14	762.81



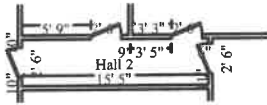
Signal Restoration

CONTINUED - Hall 1

DESCRIPTION	QTY	RESET	REMOVE	REPLACE	TAX	O&P	TOTAL
105. Install Wall corrugated Corner trim - reset	60.00 LF		0.00	2.13	0.00	25.56	153.36
106. Install Chair rail - oversized - 3 1/4" MDF - w/detail	67.34 LF		0.00	2.05	0.00	27.62	165.67
107. Paint chair rail - two coats	67.34 LF		0.00	1.70	0.94	23.08	138.50
Totals: Hall 1					4.73	238.34	1,429.91

Hall 2

Height: 8'



241.33 SF Walls	59.10 SF Ceiling
300.43 SF Walls & Ceiling	59.10 SF Floor
6.57 SY Flooring	28.50 LF Floor Perimeter
38.50 LF Ceil. Perimeter	

Door	2' 6" X 6' 8"	Opens into HALL_1
Door	2' 6" X 6' 8"	Opens into STORAGE
Door	2' 6" X 6' 8"	Opens into WC_1
Door	2' 6" X 6' 8"	Opens into Exterior

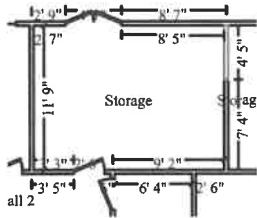
DESCRIPTION	QTY	RESET	REMOVE	REPLACE	TAX	O&P	TOTAL
108. Content Manipulation charge - per hour	1.00 HR		0.00	52.85	0.00	10.58	63.43
109. Floor protection - cardboard and tape	59.10 SF		0.61	0.00	1.16	7.46	44.67
Walls							
110. Install Wall/roof panel - corrugated - 26 gauge 4ft up floor on one side of hallway	114.00 SF		0.00	2.36	0.00	53.80	322.84
111. Install Wall corrugated Corner trim - reset	16.00 LF		0.00	2.13	0.00	6.82	40.90
112. Install Chair rail - oversized - 3 1/4" MDF - w/detail trim above corrugated metal.	28.50 LF		0.00	2.05	0.00	11.68	70.11
113. Paint chair rail - two coats	28.50 LF		0.00	1.70	0.40	9.78	58.63
114. Exterior Door, painted(36*80)	2.00 EA		0.00	1,000.00	271.92	454.38	2,726.30
115. Install Exterior Door, painted, installation	2.00 EA		0.00	131.12	0.00	52.44	314.68
116. Door opening (jamb & casing) - 32"to36"wide - paint grade	2.00 EA		0.00	201.15	19.48	84.36	506.14



Signal Restoration

CONTINUED - Hall 2

DESCRIPTION	QTY	RESET	REMOVE	REPLACE	TAX	O&P	TOTAL
117. Paint door/window trim & jamb - 2 coats (per side) Exterior Door	4.00 EA		0.00	36.85	1.75	29.84	178.99
118. Paint casing - two coats	68.00 LF		0.00	1.70	0.95	23.32	139.87
119. Door knob - interior - High grade Satin Finish	2.00 EA		0.00	59.92	5.02	24.96	149.82
Totals: Hall 2					300.68	769.42	4,616.38



Storage

Height: 8'

360.58 SF Walls	183.04 SF Ceiling
543.62 SF Walls & Ceiling	183.04 SF Floor
20.34 SY Flooring	43.16 LF Floor Perimeter
54.66 LF Ceil. Perimeter	

Door
Door

4' 7" X 6' 8"
2' 6" X 6' 8"

Opens into Exterior
Opens into HALL_2



Subroom: Storage 2 (1)

Height: 8'

238.56 SF Walls	58.75 SF Ceiling
297.31 SF Walls & Ceiling	58.75 SF Floor
6.53 SY Flooring	29.08 LF Floor Perimeter
33.50 LF Ceil. Perimeter	

Missing Wall - Goes to Floor

4' 5" X 6' 8"

Opens into STORAGE

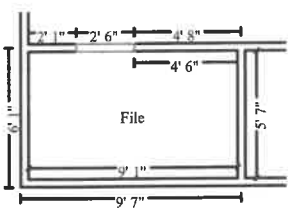
DESCRIPTION	QTY	RESET	REMOVE	REPLACE	TAX	O&P	TOTAL
120. Content Manipulation charge - per hour	5.00 HR		0.00	52.85	0.00	52.86	317.11
121. Floor protection - cardboard and tape *Ceiling*	241.79 SF		0.61	0.00	4.74	30.44	182.67
122. Batt insulation - 10" - R30 - unfaced batt	60.00 SF		0.00	1.81	5.84	22.88	137.32
123. 5/8" drywall - hung, taped, heavy texture, ready for paint	45.00 SF		0.00	3.97	2.96	36.34	217.95
124. Seal the surface area w/PVA primer - one coat	45.00 SF		0.00	0.67	0.19	6.08	36.42



Signal Restoration

CONTINUED - Storage

DESCRIPTION	QTY	RESET	REMOVE	REPLACE	TAX	O&P	TOTAL
125. Paint the ceiling - two coats	241.79 SF		0.00	1.15	5.25	56.68	339.99
<i>*Walls*</i>							
126. 1/2" Cement board	332.00 SF		0.00	4.26	42.30	291.32	1,747.94
To be installed in place of drywall in the areas that drywall was removed.							
127. Texture drywall - heavy hand texture	332.00 SF		0.00	1.72	4.65	115.14	690.83
128. Seal the surface area w/PVA primer - one coat	332.00 SF		0.00	0.67	1.39	44.76	268.59
129. Paint the walls - two coats	599.13 SF		0.00	1.15	13.00	140.40	842.40
130. Baseboard - 2 1/4" MDF - flat profile	72.24 LF		0.00	3.39	5.56	50.10	300.55
131. Paint baseboard - two coats	72.24 LF		0.00	1.68	0.91	24.46	146.73
132. Exterior Door, painted(36*80)	1.00 EA		0.00	1,000.00	135.96	227.20	1,363.16
133. Install Exterior Door, painted, installation	1.00 EA		0.00	131.12	0.00	26.22	157.34
134. Door opening (jamb & casing) - 32"to36"wide - paint grade	1.00 EA		0.00	201.15	9.74	42.18	253.07
135. Paint door/window trim & jamb - 2 coats (per side)	1.00 EA		0.00	36.85	0.44	7.46	44.75
136. Paint casing - two coats	34.00 LF		0.00	1.70	0.48	11.66	69.94
137. Door knob - interior - High grade	1.00 EA		0.00	59.92	2.51	12.48	74.91
Satin Finish							
138. Shelving - 24" - in place	33.00 LF		0.00	15.25	16.29	103.92	623.46
139. Work Benches - hardwood	12.00 LF		0.00	81.72	59.93	208.10	1,248.67
140. Work Bench H21484	2.00 EA		0.00	570.00	79.80	243.96	1,463.76
141. General Laborer - per hour	4.00 HR		0.00	52.85	0.00	42.28	253.68
Assembly of work benches							
Totals: Storage					391.94	1,796.92	10,781.24



File

Height: 8'

218.00 SF Walls
 268.72 SF Walls & Ceiling
 5.64 SY Flooring
 29.33 LF Ceil. Perimeter

50.72 SF Ceiling
 50.72 SF Floor
 26.83 LF Floor Perimeter

Missing Wall - Goes to Floor

2' 6" X 6' 8"

Opens into LAB_1



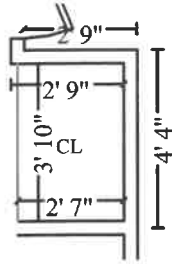
Signal Restoration

CONTINUED - File

DESCRIPTION	QTY	RESET	REMOVE	REPLACE	TAX	O&P	TOTAL
142. Content Manipulation charge - per hour	1.00 HR		0.00	52.85	0.00	10.58	63.43
143. Floor protection - cardboard and tape	50.72 SF		0.61	0.00	0.99	6.38	38.31
Walls							
144. 1/2" Cement board	53.67 SF		0.00	4.26	6.84	47.08	282.55
To be installed in place of drywall in the areas that drywall was removed.							
145. Texture drywall - heavy hand texture	53.67 SF		0.00	1.72	0.75	18.62	111.68
146. Sheathing - plywood - 1/2" CDX	35.00 SF		0.00	3.03	2.84	21.78	130.67
Replacement plywood for equipment walls							
147. Install Wall/roof panel - corrugated - 26 gauge two foot up from floor.	45.17 SF		0.00	2.36	0.00	21.32	127.92
148. Install Wall corrugated Corner trim - reset	12.00 LF		0.00	2.13	0.00	5.12	30.68
149. Install Chair rail - oversized - 3 1/4" MDF - w/detail	18.33 LF		0.00	2.05	0.00	7.52	45.10
150. Seal the surface area w/PVA primer - one coat	43.33 SF		0.00	0.67	0.18	5.84	35.05
151. Paint part of the walls - two coats	173.00 SF		0.00	1.15	3.75	40.56	243.26
152. Paint chair rail - two coats	18.33 LF		0.00	1.70	0.26	6.30	37.72
153. Exterior Door, painted(32*80)	1.00 EA		0.00	1,000.00	135.96	227.20	1,363.16
154. Install Exterior Door, painted, installation	1.00 EA		0.00	131.12	0.00	26.22	157.34
155. Door opening (jamb & casing) - 32"to36"wide - paint grade	1.00 EA		0.00	201.15	9.74	42.18	253.07
156. Paint door/window trim & jamb - 2 coats (per side)	1.00 EA		0.00	36.85	0.44	7.46	44.75
157. Paint casing - two coats	38.00 LF		0.00	1.70	0.53	13.02	78.15
158. Door knob - interior - High grade Satin Finish	1.00 EA		0.00	59.92	2.51	12.48	74.91
159. Install Shelving - Detach & reset	24.00 LF		0.00	10.02	0.00	48.10	288.58
Totals: File					164.79	567.76	3,406.33



Signal Restoration



CL

Height: 8'

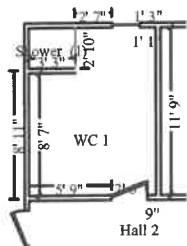
73.31 SF Walls	9.89 SF Ceiling
83.20 SF Walls & Ceiling	9.89 SF Floor
1.10 SY Flooring	9.16 LF Floor Perimeter
9.16 LF Ceil. Perimeter	

Missing Wall

3' 9 15/16" X 8'

Opens into HALL_1

DESCRIPTION	QTY	RESET	REMOVE	REPLACE	TAX	O&P	TOTAL
160. Content Manipulation charge - per hour	1.00 HR		0.00	52.85	0.00	10.58	63.43
161. Floor protection - cardboard and tape	9.89 SF		0.61	0.00	0.19	1.24	7.46
Walls							
162. 1/2" Cement board	44.00 SF		0.00	4.26	5.61	38.60	231.65
To be installed in place of drywall in the areas that drywall was removed.							
163. Texture drywall - heavy hand texture	44.00 SF		0.00	1.72	0.62	15.26	91.56
164. Install Wall/roof panel - corrugated - 26 gauge	18.33 SF		0.00	2.36	0.00	8.66	51.92
Install 2' metal sheets							
165. Install Wall corrugated Corner trim - reset	8.00 LF		0.00	2.13	0.00	3.40	20.44
166. Install Chair rail - oversized - 3 1/4" MDF - w/detail	9.16 LF		0.00	2.05	0.00	3.76	22.54
167. Seal part of the walls w/PVA primer - one coat	36.65 SF		0.00	0.67	0.15	4.96	29.67
168. Paint part of the walls - two coats	36.65 SF		0.00	1.15	0.80	8.60	51.55
169. Paint chair rail - two coats	9.16 LF		0.00	1.70	0.13	3.14	18.84
Totals: CL					7.50	98.20	589.06



WC 1

Height: 8'

279.75 SF Walls	93.56 SF Ceiling
373.32 SF Walls & Ceiling	93.56 SF Floor
10.40 SY Flooring	35.51 LF Floor Perimeter
38.01 LF Ceil. Perimeter	

Window

1' 11" X 4'

Opens into Exterior

Door

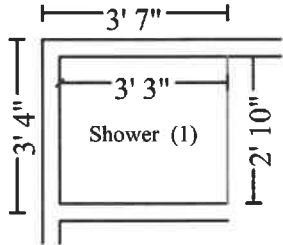
2' 6" X 6' 8"

Opens into HALL_2



Signal Restoration

CONTINUED - WC 1



Subroom: Shower (1)

Height: 8'

74.67 SF Walls	9.21 SF Ceiling
83.88 SF Walls & Ceiling	9.21 SF Floor
1.02 SY Flooring	9.33 LF Floor Perimeter
9.33 LF Ceil. Perimeter	

Missing Wall

2' 10" X 8'

Opens into WC_1

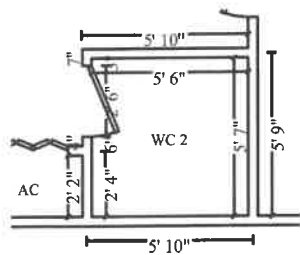
DESCRIPTION	QTY	RESET	REMOVE	REPLACE	TAX	O&P	TOTAL
170. Floor protection - cardboard and tape	102.77 SF		0.61	0.00	2.01	12.94	77.64
<i>*Ceiling*</i>							
171. Batt insulation - 10" - R30 - unfaced batt	32.00 SF		0.00	1.81	3.11	12.20	73.23
172. 5/8" drywall - hung, taped, heavy texture, ready for paint	32.00 SF		0.00	3.97	2.11	25.82	154.97
173. Seal the surface area w/PVA primer - one coat	32.00 SF		0.00	0.67	0.13	4.30	25.87
174. Paint the ceiling - two coats	102.77 SF		0.00	1.15	2.23	24.08	144.50
<i>*Walls*</i>							
175. 1/2" Cement board	32.00 SF		0.00	4.26	4.08	28.08	168.48
To be installed in place of drywall in the areas that drywall was removed.							
176. Texture drywall - heavy hand texture	32.00 SF		0.00	1.72	0.45	11.10	66.59
177. Seal the surface area w/PVA primer - one coat	32.00 SF		0.00	0.67	0.13	4.30	25.87
178. Paint part of the walls - two coats	189.40 SF		0.00	1.15	4.11	44.38	266.30
179. Install Wall/roof panel - corrugated - 26 gauge	147.38 SF		0.00	2.36	0.00	69.56	417.38
180. Install Wall corrugated Corner trim - reset	8.00 LF		0.00	2.13	0.00	3.40	20.44
181. Install Chair rail - oversized - 3 1/4" MDF - w/detail trim above corrugated metal.	36.84 LF		0.00	2.05	0.00	15.10	90.62
182. Waterproof paneling w/trim - Commercial (FRP)	56.00 SF		0.00	5.10	7.41	58.60	351.61
183. Paint chair rail - two coats	36.84 LF		0.00	1.70	0.52	12.62	75.77
184. Toilet partition (plastic laminate or baked enamel steel)	2.00 EA		0.00	786.56	78.40	330.30	1,981.82
185. Exterior Door, painted(32*80)	1.00 EA		0.00	1,000.00	135.96	227.20	1,363.16
186. Install Exterior Door, painted, installation	1.00 EA		0.00	131.12	0.00	26.22	157.34



Signal Restoration

CONTINUED - WC 1

DESCRIPTION	QTY	RESET	REMOVE	REPLACE	TAX	O&P	TOTAL
187. Door opening (jamb & casing) - 32"to36"wide - paint grade	1.00 EA		0.00	201.15	9.74	42.18	253.07
188. Paint door/window trim & jamb - 2 coats (per side)	1.00 EA		0.00	36.85	0.44	7.46	44.75
189. Paint casing - two coats	34.00 LF		0.00	1.70	0.48	11.66	69.94
190. Door knob - interior - High grade Satin Finish	1.00 EA		0.00	59.92	2.51	12.48	74.91
191. Vanity	2.50 LF		0.00	239.87	33.55	126.66	759.89
192. Sink - single - Reset	1.00 EA		0.00	119.08	0.05	23.84	142.97
193. Angle stop valve	2.00 EA		0.00	48.36	1.75	19.70	118.17
194. Heat/AC register - Mechanically attached - Detach & reset	1.00 EA		0.00	17.09	0.00	3.42	20.51
195. Detach & Reset Fluorescent - two tube - 4' - fixture w/lens	1.00 EA	101.84	0.00	0.00	0.00	20.36	122.20
196. Cold air return cover - Detach & reset	1.00 EA		0.00	23.34	0.00	4.66	28.00
197. Detach & Reset Mirror - 1/4" plate glass	4.00 SF	7.40	0.00	0.00	0.00	5.92	35.52
Totals: WC 1					289.17	1,188.54	7,131.52



WC 2

Height: 8'

160.67 SF Walls	30.71 SF Ceiling
191.38 SF Walls & Ceiling	30.71 SF Floor
3.41 SY Flooring	19.67 LF Floor Perimeter
22.17 LF Ceil. Perimeter	

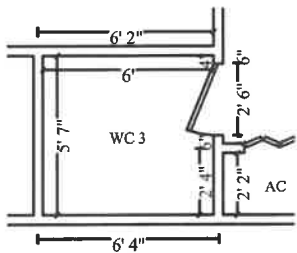
DESCRIPTION	QTY	RESET	REMOVE	REPLACE	TAX	O&P	TOTAL	Door	
								2' 6" X 6' 8"	Opens into HALL_1
198. Floor protection - cardboard and tape	30.71 SF		0.61	0.00	0.60	3.86	23.19		
Walls									
199. Install Wall/roof panel - corrugated - 26 gauge	78.67 SF		0.00	2.36	0.00	37.14	222.80		
200. Install Wall corrugated Corner trim - reset	20.00 LF		0.00	2.13	0.00	8.52	51.12		
201. Install Chair rail - oversized - 3 1/4" MDF - w/detail	19.67 LF		0.00	2.05	0.00	8.06	48.38		
202. Paint chair rail - two coats	19.67 LF		0.00	1.70	0.28	6.74	40.46		



Signal Restoration

CONTINUED - WC 2

DESCRIPTION	QTY	RESET	REMOVE	REPLACE	TAX	O&P	TOTAL
203. Exterior Door, painted(32*80)	1.00 EA		0.00	1,000.00	135.96	227.20	1,363.16
204. Install Exterior Door, painted, installation	1.00 EA		0.00	131.12	0.00	26.22	157.34
205. Door opening (jamb & casing) - 32"to36"wide - paint grade	1.00 EA		0.00	201.15	9.74	42.18	253.07
206. Paint door slab only - 2 coats (per side)	1.00 EA		0.00	44.34	0.73	9.00	54.07
207. Paint door/window trim & jamb - 2 coats (per side)	2.00 EA		0.00	36.85	0.88	14.92	89.50
208. Paint casing - two coats	34.00 LF		0.00	1.70	0.48	11.66	69.94
209. Door knob - interior - High grade Satin Finish	1.00 EA		0.00	59.92	2.51	12.48	74.91
210. Vanity - Reset	2.50 LF		0.00	41.87	0.00	20.94	125.62
211. Angle stop valve	2.00 EA		0.00	48.36	1.75	19.70	118.17
Totals: WC 2					152.93	448.62	2,691.73



WC 3

Height: 8'

168.67 SF Walls	33.50 SF Ceiling
202.17 SF Walls & Ceiling	33.50 SF Floor
3.72 SY Flooring	20.67 LF Floor Perimeter
23.17 LF Ceil. Perimeter	

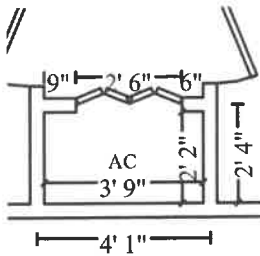
DESCRIPTION	QTY	RESET	REMOVE	REPLACE	TAX	O&P	TOTAL
212. Floor protection - cardboard and tape	33.50 SF		0.61	0.00	0.66	4.22	25.32
Walls							
213. Install Wall/roof panel - corrugated - 26 gauge	82.67 SF		0.00	2.36	0.00	39.02	234.12
214. Install Wall corrugated Corner trim - reset	20.00 LF		0.00	2.13	0.00	8.52	51.12
215. Install Chair rail - oversized - 3/4" MDF - w/detail	20.67 LF		0.00	2.05	0.00	8.48	50.85
216. Paint chair rail - two coats	20.67 LF		0.00	1.70	0.29	7.08	42.51
217. Exterior Door, painted(32*80)	1.00 EA		0.00	1,000.00	135.96	227.20	1,363.16
218. Install Exterior Door, painted, installation	1.00 EA		0.00	131.12	0.00	26.22	157.34



Signal Restoration

CONTINUED - WC 3

DESCRIPTION	QTY	RESET	REMOVE	REPLACE	TAX	O&P	TOTAL
219. Door opening (jamb & casing) - 32"to36"wide - paint grade	1.00 EA		0.00	201.15	9.74	42.18	253.07
220. Paint door/window trim & jamb - 2 coats (per side)	2.00 EA		0.00	36.85	0.88	14.92	89.50
221. Paint casing - two coats	34.00 LF		0.00	1.70	0.48	11.66	69.94
222. Door knob - interior - High grade Satin Finish	1.00 EA		0.00	59.92	2.51	12.48	74.91
223. Vanity - Reset	2.50 LF		0.00	41.87	0.00	20.94	125.62
224. Angle stop valve	2.00 EA		0.00	48.36	1.75	19.70	118.17
Totals: WC 3					152.27	442.62	2,655.63



AC

Height: 8'

78.00 SF Walls	8.13 SF Ceiling
86.13 SF Walls & Ceiling	8.13 SF Floor
0.90 SY Flooring	9.33 LF Floor Perimeter
11.83 LF Ceil. Perimeter	

Door

2' 6" X 6' 8"

Opens into HALL_1

DESCRIPTION	QTY	RESET	REMOVE	REPLACE	TAX	O&P	TOTAL
225. Content Manipulation charge - per hour *Walls*	1.00 HR		0.00	52.85	0.00	10.58	63.43
226. Rigid foam insulation board - 1/2"	34.40 SF		0.00	0.89	1.37	6.40	38.39
227. 1/2" Cement board To be installed in place of drywall in the areas that drywall was removed.	78.00 SF		0.00	4.26	9.94	68.44	410.66
228. Texture drywall - heavy hand texture	78.00 SF		0.00	1.72	1.09	27.06	162.31
229. Sheathing - plywood - 1/2" CDX To build out A/C return box	8.13 SF		0.00	3.03	0.66	5.06	30.35
230. Stud wall - 2" x 4" - 8" oc To build out A/C return box	45.00 SF		0.00	3.59	3.65	33.06	198.26
231. Mask and prep for paint - plastic, paper, tape (per LF)	50.00 LF		0.00	1.57	0.95	15.90	95.35
232. Seal the walls w/PVA primer - one coat	78.00 SF		0.00	0.67	0.33	10.52	63.11
233. Paint the walls - two coats	78.00 SF		0.00	1.15	1.69	18.28	109.67



Signal Restoration

CONTINUED - AC

DESCRIPTION	QTY	RESET	REMOVE	REPLACE	TAX	O&P	TOTAL
234. Bifold door set - solid core - half louvered - Double	1.00 EA		0.00	566.98	30.33	119.46	716.77
235. Door opening (jamb & casing) - 32"to36"wide - paint grade	1.00 EA		0.00	201.15	9.74	42.18	253.07
236. Seal & paint half lvrld bifold door set - slab - per side	4.00 EA		0.00	85.24	5.30	69.26	415.52
237. Paint door/window trim & jamb - 2 coats (per side)	2.00 EA		0.00	36.85	0.88	14.92	89.50
238. Paint casing - two coats	1.00 LF		0.00	1.70	0.01	0.34	2.05
239. Install Air handler - with A-coil - Detach & reset	1.00 EA		0.00	1,187.54	0.00	237.50	1,425.04
240. Foam pipe insulation - 1/2" wall for 1" to 1 1/2" pipe	6.00 LF		0.00	4.83	0.59	5.92	35.49
Totals: AC					66.53	684.88	4,108.97
Total: Main Level					3,026.90	12,253.84	75,161.39

General Conditions

DESCRIPTION	QTY	RESET	REMOVE	REPLACE	TAX	O&P	TOTAL
241. Dumpster load - Approx. 12 yards, 1-3 tons of debris	1.00 EA		495.00	0.00	0.00	99.00	594.00
242. Final cleaning - construction - Residential	2,346.00 SF		0.00	0.34	0.00	159.52	957.16
243. On-Site Evaluation and/or Supervisor/Admin - per hour	80.00 HR		0.00	69.43	133.31	1,110.88	6,798.59
244. Commercial Supervision / Project Management - per hour	26.00 HR		0.00	78.86	0.00	410.08	2,460.44
Travel time to site, estimate preparation, material procurement							
245. Shipping costs for office furniture	1.00 EA		0.00	600.00	0.00	120.00	720.00
Shipping costs for office furniture to be charged at cost plus 20%							
246. Permit costs(Estimated)	1.00 EA		0.00	1,200.00	0.00	0.00	1,200.00
247. Project Manager Travel to Site	1.00 EA		0.00	1,400.00	0.00	280.00	1,680.00
Totals: General Conditions					133.31	2,179.48	14,410.19

Labor Minimums Applied

DESCRIPTION	QTY	RESET	REMOVE	REPLACE	TAX	O&P	TOTAL
248. Insulation labor minimum	1.00 EA		0.00	76.90	0.00	15.38	92.28



Signal Restoration

CONTINUED - Labor Minimums Applied

DESCRIPTION	QTY	RESET	REMOVE	REPLACE	TAX	O&P	TOTAL
Totals: Labor Minimums Applied					0.00	15.38	92.28
Line Item Totals: 40-2301-14923-3-1117					3,160.21	14,448.70	89,663.86

Grand Total Areas:

5,181.53 SF Walls	2,010.82 SF Ceiling	7,192.35 SF Walls and Ceiling
2,021.69 SF Floor	224.63 SY Flooring	640.48 LF Floor Perimeter
0.00 SF Long Wall	0.00 SF Short Wall	744.00 LF Ceil. Perimeter
2,021.69 Floor Area	2,169.51 Total Area	5,094.00 Interior Wall Area
1,545.50 Exterior Wall Area	186.17 Exterior Perimeter of Walls	
0.00 Surface Area	0.00 Number of Squares	0.00 Total Perimeter Length
0.00 Total Ridge Length	0.00 Total Hip Length	

Coverage	Item Total	%	ACV Total	%
Dwelling	80,623.22	89.92%	80,623.22	89.92%
Other Structures	0.00	0.00%	0.00	0.00%
Contents	9,040.64	10.08%	9,040.64	10.08%
Total	89,663.86	100.00%	89,663.86	100.00%



Signal Restoration

Summary for Dwelling

Line Item Total	64,254.95
Material Sales Tax	2,819.70
Subtotal	67,074.65
Overhead	6,707.63
Profit	6,707.63
Laundering Tax	133.31
Replacement Cost Value	\$80,623.22
Net Claim	\$80,623.22

Robert Trott

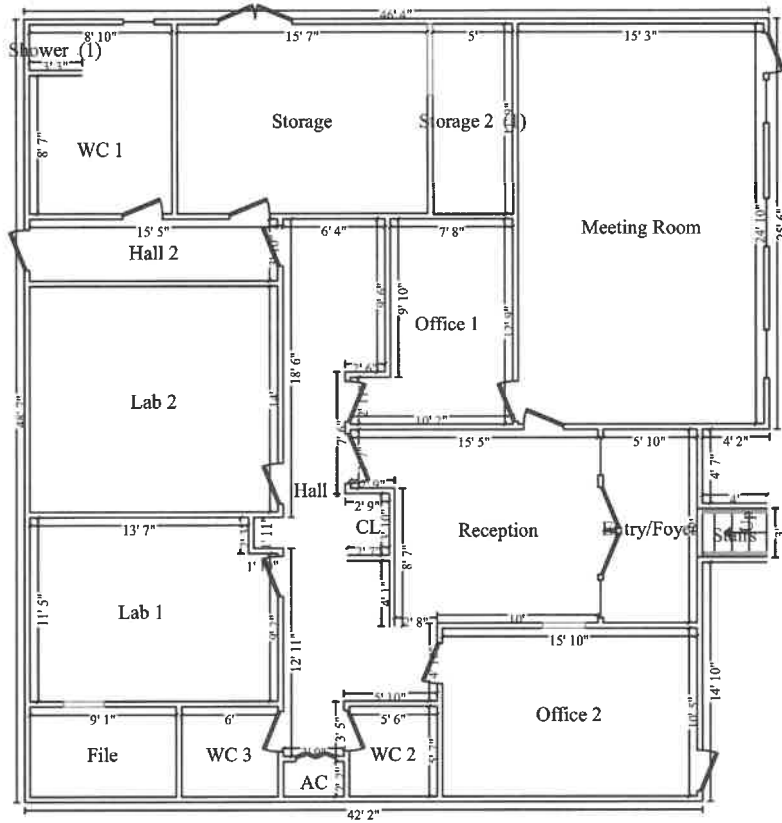


Signal Restoration

Summary for Contents

Line Item Total	7,800.00
Material Sales Tax	207.20
Subtotal	8,007.20
Overhead	516.72
Profit	516.72
Replacement Cost Value	\$9,040.64
Net Claim	\$9,040.64

Robert Trott



Main Level

EXHIBIT B
INSURANCE REQUIREMENTS
CERTIFICATES OF INSURANCE

(1) The Contractor shall obtain and maintain such insurance as will protect it from: (1) claims under worker's compensation laws, disability benefit laws, or other similar employee benefit laws; (2) claims for damages because of bodily injury, occupational sickness or disease or death of his employees including claims insured by usual personal injury liability coverage; (3) claims for damages because of bodily injury, sickness or disease, or death of any person other than his employees including claims insured by usual personal injury liability coverage; and (4) from claims for injury to or destruction of tangible property including loss of use resulting there from -- any or all of which claims may arise out of, or result from, the services, work and operations carried out pursuant to and under the requirements of the Contract Documents, whether such services, work and operations be by the Contractor, its employees, or by subcontractor(s), or anyone employed by or under the supervision of any of them, or for whose acts any of them may be legally liable.

(2) This insurance shall be obtained and written for not less than the limits of liability specified hereinafter, or as required by law, whichever is greater.

(3) The Contractor shall require, and shall be responsible for assuring throughout the time the Agreement is in effect, that any and all of its subcontractors obtain and maintain until the completion of that subcontractor's work, such of the insurance coverages described herein as are required by law to be provided on behalf of their employees and others.

(4) The Contractor shall obtain, have and maintain during the entire period of the Agreement insurance policies, which contain the following information and provisions:

- (A) The name and type of policy and coverages provided;
- (B) The amount or limit applicable to each coverage provided;
- (C) The date of expiration of coverage;
- (D) The designation of the DISTRICT as an additional insured and a certificate holder. (This requirement may be excepted for Worker's Compensation and professional liability Insurance.);
- (E) The following clause must appear on the Certificate of Insurance:

Should any material change occur in any of the above described policies or should any of said policies be canceled before the expiration date thereof, the issuing company will mail at least thirty (30) days written notice to the DISTRICT.

(5) If the initial, or any subsequently issued Certificate of Insurance expires prior to the completion of the Work or termination of the Agreement, the Contractor shall furnish to the DISTRICT, in triplicate, renewal or replacement Certificate(s) of Insurance not later than thirty (30) calendar days prior to the date of their expiration. Failure of the Contractor to provide the DISTRICT with such renewal certificate(s) shall be considered justification for the DISTRICT to terminate the Agreement.

(6) Contractor shall include the DISTRICT, the DISTRICT's agents, officers and employees in the Contractor's General Liability and Automobile Liability policies as additional insureds.

(7) If the DISTRICT has any objection to the coverage afforded by other provisions of the insurance required to be purchased and maintained by Contractor in accordance with the requirements of the Contract Documents on the basis of its not complying with the Contract Documents, the DISTRICT shall notify Contractor in writing thereof within thirty (30) days of the delivery of such certificates to the DISTRICT. Contractor shall provide to the DISTRICT such additional information with respect to its insurance as may be requested.

(8) The Contractor shall obtain and maintain the following insurance coverages as provided hereinbefore, and in the type, amounts and in conformance with the following minimum requirements:

WORKER'S COMPENSATION

State: Statutory

Employer's Liability: \$1,000,000.00

COMPREHENSIVE GENERAL LIABILITY

Bodily Injury: \$1,000,000.00 Each Occurrence

Property Damage: \$1,000,000.00 Each Occurrence

Comprehensive General Liability Insurance shall include:

Contractual Liability, Explosion, Collapse and Underground Coverages and Products and Completed Operations Coverages.

COMPREHENSIVE AUTOMOBILE LIABILITY

Bodily Injury: \$1,000,000.00 Each Occurrence

Property Damage: \$1,000,000.00 Each Occurrence

Comprehensive Automobile Liability shall include coverage for any owned auto, non-owned autos and hired autos.

EXHIBIT C
RELEASE AND AFFIDAVIT

DISTRICT OF _____

STATE OF FLORIDA

Before me, the undersigned authority, personally appeared _____, who after

being duly sworn, deposes and says:

(1) In accordance with the Contract Documents and in consideration of and upon full payment of \$_____ paid, _____ ("Contractor") releases and waives for itself and its subcontractors, materialmen, successors and assigns, all claims demands, damages, costs and expenses, whether in contract or in tort, against Jefferson District, Florida (the "DISTRICT"), its Board of District Commissioners, employees and agents relating in any way to the performance of the Agreement between Contractor and the DISTRICT, dated _____, _____, for the period from _____ to _____.

(2) Contractor certifies for itself and its subcontractors, materialmen, successors and assigns, that all charges for labor, materials, supplies, lands, licenses and other expenses for which the DISTRICT might be sued or for which a lien or a demand against any payment bond might be filed, have been fully satisfied and paid.

(3) Contractor agrees to indemnify, defend and save harmless the DISTRICT, its Board of District Commissioners, employees and agents from all demands or suits, actions, claims of liens or other charges filed or asserted against the DISTRICT arising out of the performance by Contractor of the Work covered by this Release and Affidavit.

(4) This Release and Affidavit is given in connection with Contractor's [monthly/final] Application for Payment No. _____.

CONTRACTOR:

By: _____ (signature of the executive officer)

Its: _____ (title of the executive officer)

Date: _____

Witnesses

[Corporate Seal]

STATE OF _____

DISTRICT OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, _____, by _____, as _____ of _____, a _____ corporation, on behalf of the corporation. He/she is personally known to me or has produced _____ as identification and did (did not) take an oath.

My Commission Expires: _____
(Signature of Notary)

Name: _____
(Legibly Printed)

(AFFIX OFFICIAL SEAL)

Notary Public, State of _____

Commission No.: _____

EXHIBIT D
CHANGE ORDER FORM

CHANGE ORDER NO. _____

TO: _____

DATE: _____

PROJECT NAME: _____

Under our AGREEMENT dated _____.

You hereby are authorized and directed to make the following change(s) in accordance with terms and conditions of the Agreement:

FOR THE ADDITIVE or DEDUCTIVE Sum of:
_____ (\$ _____).

Original Agreement Amount \$ _____

Sum of Previous Changes \$ _____

This Change Order ADD/DEDUCT \$ _____

Present Agreement Amount \$ _____

The time for completion shall be (increased/decreased) by _____ calendar days due to this Change Order. Accordingly, the Contract Time is now _____ (_____) calendar days and the final completion date is _____. Your acceptance of this Change Order shall constitute a modification to our Agreement and will be performed subject to all the same terms and conditions as contained in our Agreement indicated above, as fully as if the same were repeated in this acceptance. The adjustment, if any, to the Agreement shall constitute a full and final settlement of any and all claims arising out of or related to the change set forth herein, including claims for impact and delay costs.

Accepted: _____, 20____.

CEDAR KEY WATER AND SEWER
DISTRICT

CONTRACTOR

By: _____
Chair

By: _____
President