

NOTICE OF REGULAR MEETING OF NORTH FLORIDA WATER UTILITIES  
AUTHORITY

(NFWUA) BOARD OF DIRECTORS

The NFWUA will meet at 9:30 AM., in a Regular Session on March 16, 2026, in the Judicial Annex Building, 218 Parshley Street Southwest, Live Oak, FL 32064. In accordance with the Florida Statutes and Americans with Disabilities Act, any person needing a special accommodation to participate in this matter should contact the North Florida Water Utilities Authority by mail to James M. Swisher, Jr., Columbia County Clerk of Court & Comptroller, 173 NE Hernando Avenue, Lake City, Florida 32055 or by telephone at (386) 758-1041, no later than 48 hours prior to the hearing or proceeding for which this notice has been given. Persons requiring auditory assistance may access the foregoing telephone number by contacting the Florida Relay Service at 1-800-955-8770 (Voice) or 1-800-955-8771 (TDD).

If any person intends to appeal any decision related to this action, such person will need to provide a court reporter at such person's expense, for a transcript of the proceedings. All interested persons are invited to attend.

For further information, call (386) 758-1041.

# **NORTH FLORIDA WATER UTILITIES AUTHORITY**

## **MEETING AGENDA**

March 16, 2026, 9:30 AM at Judicial Annex Building, 218 Parshley Street Southwest, Live Oak, FL 32064.

1. Call to Order
2. Pledge of Allegiance
3. Roll Call
4. Additions & Deletions
5. Adoption of the Agenda

### **Public Comments**

### **Discussion/Action Items**

6. Approval of Meeting Minutes
7. Bills & Vouchers (Richard Powell)
8. Financial Report (Richard Powell)
9. NFWUA Resolution for FRS Account Activation (Richard Powell)
10. NFWUA Resolution for FRS Senior Management Service Classification (Richard Powell)
11. Security Safe Agreement (Shannon Roberts)
12. NFWUA Board Member Compensation (Shannon Roberts)
13. NFWUA Interlocal Agreement Amendment (Grady Williams)
14. Ellisville Wastewater Plant Recommendation (Robert Domingue)

**Board Comments:**

**Attorney Comments:**

**Director Comments:**

**Adjournment:**

## Agenda Items #1-5

1. Call to Order
2. Pledge of Allegiance
3. Roll Call
4. Additions & Deletions
5. Adoption of the Agenda

Note: no backup documentation required for these items

## Agenda Item #6 -Meeting Minutes

### OBJECTIVE:

Approval of meeting minutes from previous meeting(s)

### CONSIDERATIONS:

- See attached meeting minutes for the 2/16/2026 board meeting

### BUDGET IMPACT:

No budget impact

### RECOMMENDATION:

Request approval for 2/16/2026 meeting minutes

**North Florida Water Utilities Authority**

**February 16, 2026, 09:30 A.M**

**The North Florida Water Utilities Authority (NFWUA) met in a scheduled meeting at Judicial Annex Building, 218 Parshley Street Southwest, Live Oak, FL 32064. The meeting was opened with prayer and the Pledge of Allegiance to the Flag of the United States of America followed.**

**Board Attendance:**

**Chairman, Commissioner Rocky Ford**

**Vice-Chairman, Commissioner Franklin White**

**Board Member, Commissioner Timothy Murphy**

**Board Member, Commissioner Steven Dicks**

**Others in Attendance:**

County Manager, David Kraus

Suwannee County Administrator, Jason Furry

NFWUA Attorney, Grady Williams

Executive Director, Shannon Roberts

Deputy Clerk, Melissa Williams

Customer Service Support Specialist, Wendy Parnell

Columbia County Utilities Superintendent, Robert Domingue

Powell & Jones, CPA- Richard Powell

Dale Williams

**Additions and Deletions:**

Executive Director, Shannon Roberts spoke about the additions to the agenda: see attached

- 1) Powell & Jones, CPA- Richard Powell added a financial form to the agenda.

- 2) RFQ new ranking form

Approval of Agenda

MOTION by Commissioner, Timothy Murphy to approve the amended agenda. SECOND by Commissioner Steven Dicks. The motion carried unanimously.

Public Comment:

Chairman, Rocky Ford requested to hold public comments till the end.

Discussion and Actions:

- 1) Approval of Minutes:

See attached meeting minutes for 01/20/2026 NFWUA Board Meeting

See attached meeting minutes for 02/02/2026 FRQ Tabulation meeting

MOTION by Commissioner, Steven Dicks to approve the minutes for the NFWUA meeting on 01/20/2026 and the minutes from 02/02/2026 for the RFQ tabulation meeting. SECOND by Commissioner, Timothy Murphy. The motion carried unanimously.

- 2) Bills & Vouchers: Powell & Jones, CPA- Richard Powell

Requesting approval of the payments for bills and vouchers for February 1-13,2026 which is in the H1 February 2026 batch file # 4 - \$51,888.16

See attached documentation.

MOTION by Commissioner, Steven Dicks to approve payment of the bills and vouchers in the amount of \$51,888.16 from February 1-13, 2026. SECOND by Commissioner, Timothy Murphy. The motion carried unanimously.

- 3) NFWUA Financial Report: Powell & Jones, CPA- Richard Powell

Presentation and review of financial information: see attached

Staff and consultants have been working to process expenses on the account system since October 1<sup>st</sup>, 2025, to create a format to present financial results.

Q1 financial results from FY 25/26 budget will be presented by Powell Consulting.

MOTION by Commissioner, Steven Dicks to approve the NFWUA Financial Report from October 1<sup>st</sup> to January 31<sup>st</sup>, 2026. SECOND by Commissioner, Franklin White. The motion carried unanimously.

4) Budget Amendment: Powell & Jones, CPA- Richard Powell

Review and approve a budget amendment:

**1) New Administrative Assistant Position**

NFWUA needs an additional Administrative Assistant full-time employee to support recording secretary, board support and billing task. Fully burdened costs of position will be funded through reallocation of \$53,203.00 in funds from Utility Operations Personnel SVCS to Administration SVCS.

**2) Printer / Copier Annual Lease**

NFWUA requires high volume printing, copying and scanning to support administrative, recording secretary, and billing processes. The printer lease /service costs for the first year will be funded through the reallocation of \$3,118.00 from Operations Maintenance/Supplies to Administration Contract Services.

**3) Mail Postage Machine**

NFWUA requires a high volume of postage stamps and time to support the utility billing process.

The annual lease cost for the first year would be funded through the reallocation of \$1,000.00 from Operations Maintenance/Supplies to Administration Contract Services.

(see attached document)

MOTION by Commissioner, Steven Dicks to approve the budget amendment to reallocate \$57,321.00 in general funds to support equipment leasing and a new FTE as described. SECOND by Commissioner, Timothy Murphy. The motion carried unanimously.

5) McCrimmon's Office Systems Lease Agreement: Executive Director, Shannon Roberts

Review and approval of equipment 5-year lease for multi-function printer/copier

NFWUA requires high volume printing, copying and scanning equipment to support administrative, recording secretary, and billing processes.

Staff contacted three equipment suppliers to obtain proposals: McCrimmon's Office System, DEX Imaging and AD Solutions.

Proposals offered a choice of purchasing or leasing the equipment.

Leasing is preferred over ownership because of the risk associated with repairs and hardware failures and reduced availability of parts after 5 years of use.

McCrimmon's Office Systems proposal offers the lowest cost solution and is derived from State of Florida contract pricing.

5-year Lease Term - \$194.79 per month

Service Costs - \$ 65.00 per month estimate based total # of color or black & white pages.

Total Annual Cost - \$3,118.00 per year (lease + service)

(see attached documents)

Requires budget amendment of \$3,118.00 From agenda item # 9.

MOTION by Commissioner, Franklin White to approve the McCrimmon's Office Systems 5-year equipment lease agreement with monthly cost of \$194.79 and associated service costs. SECOND by Commissioner, Timothy Murphy. The motion carried unanimously.

6) Engineering Services Tabulation for RFQ 2026-01: Executive Director, Shannon Roberts

Discussion and possible action to select 3-5 respondents for initiation of negotiation to establish continuing services agreement.

NFWUA RFQ 2026-01 was posted on 11/26/2025 and accepted submissions until 01/12/2026.

The intent of the RFQ was to request Statements of Qualifications (SOQs) from qualified engineering firms to provide professional engineering services for NFWUA.

The Scoring team met on 01/12/2026 to submit evaluation information and the respondent SOQs score tabulated.

One member of the scoring team could not attend the scoring meeting and submitted evaluation feedback.

Since a quorum was established, the decision was made to continue the process.

(see attached correction for the additions-scoring colored sheet)

Chairman, Rocky Ford spoke about signing with 4 to negotiate engineering.

Executive Director, Shannon Roberts spoke about negotiating the price.

Commissioner, Timothy Murphy spoke about RFQ's and getting to the jobs.

NFWUA Attorney, Grady Williams spoke about having 1-2 engineers serving in-house then they will do the engineering.

(see attached documents)

MOTION by Commissioner, Timothy Murphy to approve selecting three-five respondents to begin negotiations with the intent to establish a continuing services agreement with the selected respondents. SECOND by Commissioner, Franklin White. The motion carried unanimously.

7) Review of Preliminary Rate Study Raftelis – Henry Thomas & Matt Ori

Discuss the future of the Authority.

Review Project Goals, Objectives and Approach.

Discuss Key Assumptions and Preliminary Results.

Outline the Major Issues that need to be addressed to Financial Plan with the Goal of Providing Regional Water and Sewer Services.

(see attached Presentation of Preliminary Results)

Commissioner, Franklin White, asked about the contribution from the County.

Chairman, Rocky Ford suggested it would be for 3 years and the location for the plant and the interconnection of the system.

Commissioner, Timothy Murphy spoke about the service lines at the Mega Industrial the lines are not owned by Columbia County.

Chairman, Rocky Ford spoke on the need to interconnect with local neighbors like Branford.

The discussion of the model and rates is not a push for the Board to make a final decision

Commissioner, Franklin White stated that 1 customer could change the model.

Commissioner, Timothy Murphy asked a question on a treatment plant in Suwannee County.

Executive Director, Shannon Roberts spoke about the system in Suwannee. Suwannee County Administrator, Jason Furry spoke about 200,000 gallons. Jason Furry stated that they hope to sign a contract in Spring. DEP should support.

Commissioner, Franklin White spoke about ways to cut costs, but everything is going up. Spoke about the Sewer Plant and waiting on bids.

Chairman, Rocky Ford commented, the higher treatment levels the higher the cost.

Executive Director, Shannon Roberts, asked for funding from septic to sewer. The Law requires them to put in mini sewer systems.

Chairman, Rocky Ford commented the maintenance is a lot.

Commissioner, Timothy Murphy asked Suwannee County Administrator, Jason Furry who is working on it? He stated North Florida Professional Services Inc.

Chairman, Rocky Ford asked County Manager, David Kraus if we had applied for the Ellisville SRF-USDA Grant?

Chairman, Rocky Ford and Commissioner, Timothy Murphy suggested a workshop needs to be done.

County Manager, David Kraus spoke about Fort White and the 9 million dollars. Fort White has no impact on the Authority.

Raftelis, Henry Thomas spoke about the consolidated rates. Suwannee County needs to increase the rates.

Chairman, Rocky Ford suggested that the Board members need to look at the report.

Commissioner, Franklin White commented as they bring the plants up to standard, the rates will go up.

Chairman, Rocky Ford commented about 3-4 years ago, Suwannee River Water Management spoke about water is going to be expensive.

Raftelis, Henry Thoams stated let's take some time and see where Fort White will be.

Columbia County Utilities Superintendent, Robert Domingue commented he was waiting on DEP to bring it online that everything is done.

#### **Board Comments:**

Chairman, Rocky Ford spoke about the second grant is DEP. The 5-6 million dollars one is an ARCA Grant.

Commissioner, Timothy Murphy spoke about Executive Director, Shannon Roberts interacting with DEP. He also recommended getting with Staff and setting up a workshop for BOCC / NFWUA together.

Chairman, Rocky Ford spoke about getting some answers and requested that Executive Director, Shannon Roberts contact Wellborn .

#### **Public Comments:**

Bo Hancock made a comment

Moses Clepper made a comment.

Executive Director, Shannon Roberts answered about the local engineering company Locklear and Associates. He also spoke about NFWUA Grady Williams and himself, who are the negotiating team for engineering.

Stew Lilker made a comment.

Customer Service Support Specialist, Wendy Parnell answered the comment that there is 20 customers in Suwannee County and 359 customers in Columbia County.

Stew Lilker made a comment.

Executive Director, Shannon Roberts answered that NFWUA Attorney, Grady Williams will negotiate with the engineering firm. He spoke about this being a preliminary rate study from Raftelis. This model

can change, if the rates increase it will offset the cost from the County. If the Board members change it, they will go back in and redo the study.

**Attorney Comments:**

NFWUA Attorney, Grady Williams commented about Clay County, and how it took 15 years to consolidate the rates together, it will take time.

**Adjournment:**

There being no further business, meeting was adjourned at 11:20 A.M.

ATTEST:

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Rocky Ford, Chairman

Columbia County Commissioner

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James M. Swisher, Jr.

Clerk of Court & County Comptroller

## Agenda Item #7 -Bills and Vouchers

### OBJECTIVE:

Approval of the payments for bills and vouchers in H2 Feb 2026 batch file #5.

### CONSIDERATIONS:

- See attached documentation

### BUDGET IMPACT:

Budgeted items

### RECOMMENDATION:

Requesting approval of the payments for bills and vouchers in the H2 Feb 2026 batch file #5.

**Bill Payment List**  
**North Florida Water Utilities Authority**  
February 20-March 3, 2026

DATE	NUM	VENDOR	AMOUNT
<b>101.000 First Federal Checking</b>			
03/03/2026	5101	USABUEBOOK	-495.06
03/03/2026	5123	G.W. HUNTER, INC.	-960.49
03/03/2026	5122	GRADY H WILLIAMS JR LLM	-12,500.00
03/03/2026	5108	RAFTELIS	-18,030.00
03/03/2026	5109	DUKE ENERGY	-3,449.80
03/03/2026	5110	ENTERPRISE FM TRUST	-5,394.51
03/03/2026	5111	HAWKINS, INC.	-666.75
03/03/2026	5112	AEL	-200.05
03/03/2026	5117	GRAHAM & SONS ELECTRICAL, INC.	-600.00
03/03/2026	5118	POWELL CONSULTING	-4,121.00
03/03/2026	5119	LAKE CITY REPORTER, INC.	-87.12
03/03/2026	5120	RING POWER CORP.	-1,262.14
03/03/2026	5120	AMERICAN PIPE AND TANK, INC	-7,855.00
03/03/2026	5121	EUROFINS ENVIRONMENTAL TESTING SOUTHEAST LLC	-2,341.40
03/03/2026	5122	FORTILINE, INC.	-529.20
03/03/2026	5125	FLUID CONTROL SPECIALITIES	-1,800.00
<b>Total for 101.000 First Federal Checking</b>			<b>-\$60,292.52</b>
03/03/2026	5121	FLORIDA RURAL WATER ASSOCIATION	0.00
<b>Total for --</b>			<b>\$0.00</b>

## Agenda Item #8 -NFWUA Financial Report

### OBJECTIVE:

Presentation and review of financial information

### CONSIDERATIONS:

- Current period financial results will be presented by Powell Consulting

(See attached documentation)

### BUDGET IMPACT:

Not applicable

### RECOMMENDATION:

Not applicable

# Balance Sheet

## North Florida Water Utilities Authority

As of February 28, 2026

DISTRIBUTION ACCOUNT	TOTAL
<b>Assets</b>	
Current Assets	
Bank Accounts	
101.000 First Federal Checking	539,290.21
<b>Total for Bank Accounts</b>	<b>\$539,290.21</b>
Other Current Assets	
115.000 Accounts Receivable	82,113.02
116.000 Due from Columbia County	0.00
QuickBooks Tax Holding Account	0.00
<b>Total for Other Current Assets</b>	<b>\$82,113.02</b>
<b>Total for Current Assets</b>	<b>\$621,403.23</b>
<b>Total for Assets</b>	<b>\$621,403.23</b>
<b>Liabilities and Equity</b>	
Liabilities	
Current Liabilities	
Accounts Payable	
Accounts Payable (A/P)	35,015.52
<b>Total for Accounts Payable</b>	<b>\$35,015.52</b>
Other Current Liabilities	
220.000 Customer Deposits	24,350.00
Direct Deposit Payable	0.00
Payroll Liabilities	
FL Unemployment Tax	0.00
FRS Contribution	2,045.95
Vehicle Usage	300.00
<b>Total for Payroll Liabilities</b>	<b>\$2,345.95</b>
<b>Total for Other Current Liabilities</b>	<b>\$26,695.95</b>
<b>Total for Current Liabilities</b>	<b>\$61,711.47</b>
<b>Total for Liabilities</b>	<b>\$61,711.47</b>
Equity	
276.000 Retained Earnings	197,995.37
Net Income	361,696.39
<b>Total for Equity</b>	<b>\$559,691.76</b>
<b>Total for Liabilities and Equity</b>	<b>\$621,403.23</b>

# Profit and Loss

## North Florida Water Utilities Authority

October 1, 2025-February 28, 2026

DISTRIBUTION ACCOUNT	TOTAL
<b>Income</b>	
335.100 County Grant- Columbia County	260,324.18
335.110 Columbia County Grant- Repairs	0.00
335.200 County Grant- Suwannee County	260,524.18
335.210 Suwannee County Grant- Repairs	50,000.00
<b>343.300 Sales</b>	
343.330 Ellisville Water Sales	68,357.57
343.340 Fort White Water Sales	113,698.70
343.350 Mason City Water Sales	2,168.65
343.360 Ellisville Sewer Sales	33,910.58
343.370 I-75 Sewer Sales	23,660.86
<b>Total for 343.300 Sales</b>	<b>\$241,796.36</b>
361.000 Interest Earnings	11.86
<b>Total for Income</b>	<b>\$812,656.58</b>
<b>Gross Profit</b>	
	<b>\$812,656.58</b>
<b>Expenses</b>	
001 535.110 Plant Payroll- Unallocated	0.00
<b>001 Administration</b>	
533.121 Salaries	55,143.08
533.211 FICA Taxes	6,575.96
533.231 Health and Life Insurance	2,248.59
533.351 Contractual Services	126,411.42
533.4061 Legal Ads	1,449.66
533.4506 Fuel	1,970.38
533.451 Office Supplies	6,498.77
533.6061 Capital Outlay- Equipment	14,608.20
<b>Total for 001 Administration</b>	<b>\$214,906.06</b>
<b>002 Ellisville Water</b>	
533.122 Salaries	7,935.25
533.212 FICA Taxes	440.20
533.222 Retirement	809.82
533.232 Health and Life Insurance	427.55
533.312 Professional Services	13,445.81
533.342 Contractual Services	425.00
533.412 Communications	450.00
533.432 Utilities	5,855.07
533.462 Repairs and Maintenance	1,050.00
533.522 Operating Supplies	3,575.21
533.562 Gas and Oil	723.30

# Profit and Loss

## North Florida Water Utilities Authority

October 1, 2025-February 28, 2026

DISTRIBUTION ACCOUNT	TOTAL
533.642 Non-capital Equipment	656.00
533.652 Capital Equipment	1,177.38
<b>Total for 002 Ellisville Water</b>	<b>\$36,970.59</b>
003 Fort White Water	
533.123 Salaries	7,935.25
533.213 FICA Taxes	440.20
533.224 533.224	809.82
533.229 Retirement Exp	0.00
533.233 Health and Life Insurance	427.55
533.313 Professional Services	2,701.00
533.343 Contractual Services	3,936.00
533.413 Communications	450.00
533.433 Utilities	10,707.30
533.463 Repairs and Maintenance	570.00
533.523 Operating Supplies	7,271.74
533.563 Gas and Oil	974.61
533.653 Capital Equipment	1,177.38
<b>Total for 003 Fort White Water</b>	<b>\$37,400.85</b>
004 Mason City Water	
533.124 Salaries	7,935.25
533.214 FICA Taxes	440.20
533.223 Retirement	809.82
533.234 Health and Life Insurance	427.55
533.344 Contractual Services	298.00
533.434 Utilities	101.47
533.654 Capital Equipment	1,177.38
<b>Total for 004 Mason City Water</b>	<b>\$11,189.67</b>
005 CIP Water	
533.125 Salaries	7,935.25
533.215 FICA Taxes	440.20
533.225 Retirement	809.82
533.235 Health and Life Insurance	648.62
533.315 Professional Services	11,263.16
533.336 Security Monitoring	809.94
533.415 Communications	172.73
533.435 Utilities	1,589.34
533.475 Repairs and Maintenance	1,262.14
533.535 Chemicals	551.39
533.655 Capital Equipment	2,354.82
<b>Total for 005 CIP Water</b>	<b>\$27,837.41</b>

Profit and Loss

North Florida Water Utilities Authority

October 1, 2025-February 28, 2026

DISTRIBUTION ACCOUNT	TOTAL
006 CR-137 Water	
533.126 Salaries	7,935.25
533.216 FICA Taxes	440.20
533.226 Retirement	809.82
533.236 Health and Life Insurance	0.00
533.316 Professional Services	11,767.78
533.416 Communications	85.56
533.436 Utilities	2,750.03
533.536 Chemicals	2,294.00
533.556 Propane	221.25
533.656 Capital Equipment	2,354.76
<b>Total for 006 CR-137 Water</b>	<b>\$28,658.65</b>
007 Ellisville Sewer	
533.127 Salaries	7,935.24
533.217 FICA Taxes	440.20
533.227 Retirement	703.14
533.237 Health and Life Insurance	427.55
533.317 Professional Services	13,937.15
533.347 Contractual Services	25,481.48
533.417 Communications	1,800.00
533.437 Utilities	4,770.25
533.467 Repairs and Maintenance	1,425.00
533.527 Operating Supplies	3,979.74
<b>Total for 007 Ellisville Sewer</b>	<b>\$60,899.75</b>
008 I-75 Sewer	
533.128 Salaries	7,936.64
533.218 FICA Taxes	440.20
533.228 Retirement Exp	809.83
533.238 Health and Life Insurance	447.35
533.318 Professional Services	12,974.36
533.438 Utilities	9,492.97
533.558 Propane	995.86
<b>Total for 008 I-75 Sewer</b>	<b>\$33,097.21</b>
<b>Total for Expenses</b>	<b>\$450,960.19</b>
<b>Net Operating Income</b>	<b>\$361,696.39</b>
<b>Net Other Income</b>	
<b>Net Income</b>	<b>\$361,696.39</b>

## Agenda Item #9 -NFWUA Resolution #2025-2026-03 FRS Membership

### OBJECTIVE:

Review and approval of Resolution for FRS Account Activation

### CONSIDERATIONS:

- NFWUA staff engaged with Florida Retirement System personnel to setup the organization to utilize this system for retirement benefits for employees
- FRS contact Powell Consulting with new information indicating a NFWUA board resolution was required to complete the activation process

(See attached document)

### BUDGET IMPACT:

Budgeted item

### RECOMMENDATION:

Approval of the Resolution #2025-2026-03 FRS Membership that will enable Powell Consulting to complete the FRS setup process for NFWUA

**NORTH FLORIDA WATER UTILITIES AUTHORITY**

**RESOLUTION NO. 2025/2026-03**

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE NORTH FLORIDA WATER UTILITIES AUTHORITY RELATING TO PARTICIPATION AND MEMBERSHIP INTO THE FLORIDA RETIREMENT SYSTEM; PROVIDING FOR AUTHORIZATION OF OFFICIAL(S); AUTHORIZING WITHHOLDING FROM SALARIES, WAGES, OR OTHER COMPENSATION; AUTHORIZING APPROPRIATION FROM AVAILABLE FUNDS; REQUIRING RECORDS AND REPORTS; ADOPTION OF TERMS AND CONDITIONS; DESIGNATION OF CUSTODIAN OF WITHHOLDINGS AND WITHHOLDING AND REPORTING AGENT; AND PROVIDING FOR AN EFFECTIVE DATE.**

The North Florida Water Utilities Authority (the "Authority"), an independent special district of the State of Florida created by Interlocal Agreement dated April 16, 2024, by Columbia County, Florida, and Suwannee County, Florida, as its participating County members, in lawful session and in regular order of business properly presented, finds that:

**WHEREAS**, the policy and purpose of the Authority is to extend to the General Employees of the Authority, not excluded by law, the benefits of the Florida Retirement System ("FRS"), on the basis of applicable State laws and amendments thereto, and rules and regulations, authorizing and directing the Chair of the Board of Directors (or other chief executive officer) to execute agreements thereto with the Department of Management Services ("Department"), for coverage of General Employees of the Authority so covered to be made and paid over as provided by applicable State laws or regulations; providing that the Authority shall appropriate and pay over employer's contributions and assessments as provided by applicable State laws or regulations; provided that the Authority shall keep records and make reports as required by applicable State laws or regulations:

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE AUTHORITY:**

**Section 1. Participation and Membership.** It is hereby declared to be the policy and purpose of the Authority that all its General Employees except those excluded by law, shall participate in the FRS as authorized by Chapter 121, Florida Statutes.

All General Employees shall be compulsory members of the FRS as of the effective date of participation in the FRS so stated herein.

**Section 2. Authorization of Official(s).** The Chair of the Board of Directors (or other chief executive officer) is hereby authorized and directed to execute all necessary agreements and amendments thereto with the Administrator of the FRS for purposes of extending the benefits provided by the FRS to the General Employees of the Authority as provided in Sections 1 and 2 hereof, with agreement shall provide for such methods of administration of the plan by the Authority as are found by the Administrator of the FRS to be necessary and proper, and shall be effective with respect to any employment covered by such agreement for services performed on and after the 27<sup>th</sup> day of December, 2025.

**Section 3. Authorization for Withholding.** Withholding from salaries, wages, or other compensation of General Employees for the purpose provided in Section 1 hereof are hereby authorized to be made, and shall be made, in the amounts and at such times as may be required by applicable State laws or regulations, and shall be paid over to the Administrator designated by said laws or regulations to receive such amounts.

**Section 4. Appropriation for Contributions and Assessments.** There shall be appropriated from available funds, derived from the Authority's operating revenues such amounts and at such times as may be required to pay promptly the contributions and assessments required of the Authority, as employer, by applicable State laws or regulations, which shall be paid over to the lawfully designated Administrator of the FRS at the times and in the manner provided by law and regulation.

**Section 5. Records and Reports.** The Authority shall keep such records and make such reports as may be required by applicable State laws or regulations, and shall adhere to all laws and regulations relating to the FRS.

**Section 6. Adoption of Terms and Conditions.** The Authority does hereby adopt the terms, conditions, requirements, reservations, benefits, privileges, and other conditions thereunto appertaining, of the FRS, for and on behalf of all General Employees of its departments and agencies to be covered under the agreement.

**Section 7. Designation of Custodian of Withholdings and Withholding and Reporting Agent.** The Executive Director of the Authority is designated the custodian of all sums withheld from the compensation of General Employees as authorized herein and of the appropriated funds for the employer's contributions as provided in Section 4 hereof. Also, the Executive Director of the Authority is hereby designated the withholding and reporting agent and charged with the duty of maintaining records for the purpose of this Resolution.

**Section 8. Effective Date.** This resolution is duly adopted this 16<sup>th</sup> day of March, 2026, *nunc pro tunc* and effective as of the 27<sup>th</sup> day of December, 2025, as provided in Section 2 herein.

**BE IT FURTHER RESOLVED that a copy of this Resolution No. 2025/2026-03 fully executed as an original, duly attested by the Secretary, be furnished to the Administrator of the FRS.**

**DONE AND ADOPTED BY THE BOARD OF DIRECTORS OF THE NORTH FLORIDA WATER UTILITIES AUTHORITY AT A DULY CALLED MEETING HELD ON THE 16<sup>TH</sup> DAY OF MARCH, 2026, *NUNC PRO TUNC* AND EFFECTIVE AS OF THE 27<sup>TH</sup> DAY OF DECEMBER, 2025.**

NORTH FLORIDA WATER UTILITIES AUTHORITY,  
An independent special district and political  
subdivision of the State of Florida

By: \_\_\_\_\_  
Rocky Ford, Chair/Chairman  
Board of Directors

\_\_\_\_\_  
Budget & Finance Committee Chair

Attest: \_\_\_\_\_  
James M. Swisher, Jr.,  
Recording Secretary

Approved as to legal form and sufficiency:  
\_\_\_\_\_  
Grady H. Williams, Jr., LL.M., Legal Counsel

(Affix Seal of NFWUA)

## Agenda Item #10 -NFWUA Resolution # 2025-2026-04 FRS Senior Management Service Class

### OBJECTIVE:

Review and approval of resolution establishing Executive Director as FRS Senior Management Service Class.

### CONSIDERATIONS:

- Florida Retirement System (FRS) requires organizations that desire to classify certain roles within their organization as a Senior Management Service Class (SMSC) and do so by resolution
- The employment agreement for the NFWUA Executive Director role includes language stipulating that this role shall be classified as a senior management service class for FRS purposes
- Legal notice adverts have been published to provide public notification of classification decision as required by FRS

(See attached documents)

### BUDGET IMPACT:

Budgeted item

### RECOMMENDATION:

Approval of the Executive Director role SMSC designation and approval of Resolution # 2025-2026-04 FRS Senior Management Service Class

**NORTH FLORIDA WATER UTILITIES AUTHORITY**

**RESOLUTION NO. 2025/2026-04**

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE NORTH FLORIDA WATER UTILITIES AUTHORITY DESIGNATING THE POSITION OF EXECUTIVE DIRECTOR AS SENIOR MANAGEMENT SERVICE CLASS FOR THE FLORIDA RETIREMENT SYSTEM; AUTHORIZATION OF EXECUTIVE DIRECTOR AND/OR BOARD CHAIR TO SUBMIT AND EXECUTE ALL NECESSARY DOCUMENTS; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the North Florida Water Utilities Authority (the "Authority") is a local agency and an employer participating in the Florida Retirement System ("FRS"); and

**WHEREAS**, pursuant to Section 121.055, Florida Statutes, the Authority may designate certain positions as members of the Senior Management Service Class (SMSC); and

**WHEREAS**, the Board of Directors of the Authority (the "Board") is the governing body of the Authority, and has reviewed the job description and duties of the Executive Director position; and

**WHEREAS**, the Board finds that the Executive Director position constitutes the chief administrative officer of the Authority, possessing duties that meet the criteria for SMSC membership, including, but not limited to, the direct oversight of Authority operations, implementation of Board policy, and responsibility for the management of personnel and fiscal resources; and

**WHEREAS**, the position of Executive Director is not an elected position; and

**WHEREAS**, pursuant to Section 121.055, Florida Statutes, and Rule 60S-1.0057, Florida Administrative Code, the Authority has published its Notice of Intent to Designation Position as SMSC as to the Executive Director position, with publication in the Legal Notices for Suwannee County, Florida, occurring in the Riverbend News for the weeks of 3/4/2026 and 3/11/2026, and with publication in the Legal Notices for Columbia County, Florida, occurring in the Lake City Reporter for the weeks of 2/28/2026 and 3/7/2026; and

**WHEREAS**, the SMSC designation for the Executive Director position was considered at a public meeting of the Board on March 16, 2026, during the Regular Monthly Meeting of the Board of Directors of the Authority, at 9:30 a.m., or as soon thereafter as was heard, located at Judicial Annex Building, 218 Parshley Street Southwest, Live Oak, FL

32064, and as a result of said consideration at the duly noticed public meeting, the Board, upon motion and second duly made, voted to adopt this Resolution No. 2025/2026-04, designating the Executive Director position with the Authority as SMSC with FRS;

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE AUTHORITY:**

**Section 1. Designation.** The position of Executive Director is hereby designated as a SMSC position within FRS effective March 16, 2026, or as soon thereafter as may be accepted and so designated by FRS, in accordance with Section 121.055, Florida Statutes.

**Section 2. Authorization of Official(s).** The Executive Director or Board Chair, or both of them, of the Authority, shall be authorized to submit this resolution, the necessary application documents, and any requested documentation to the Florida Department of Management Services, Division of Retirement, and to execute the same on behalf of the Authority to designate the Executive Director position as a SMSC position within FRS.

**Section 3. Effective Date.** This resolution shall take effect immediately upon its adoption.

**ADOPTED BY THE BOARD OF DIRECTORS OF THE NORTH FLORIDA WATER UTILITIES AUTHORITY AT A DULY CALLED MEETING HELD ON THE 16<sup>TH</sup> DAY OF MARCH, 2026.**

NORTH FLORIDA WATER UTILITIES AUTHORITY,  
An independent special district and political  
subdivision of the State of Florida

By: \_\_\_\_\_  
Rocky Ford, Chair/Chairman  
Board of Directors

Attest: \_\_\_\_\_  
James M. Swisher, Jr.,  
Recording Secretary

(Affix Seal of NFWUA)

## Agenda Item #11 -Security Safe Agreement

### OBJECTIVE:

Review and approval of the security monitoring agreement with Security Safe Company, Inc.

### CONSIDERATIONS:

- The Suwannee County Industrial Park (CIP) water plant security and monitoring services are provided by Security Safe through a monitoring agreement.
- The service needs to be transferred so NFWUA staff manage the service and respond to alerts and notifications.
- This transfer of service is similar to previous actions NFWUA staff have taken to transfer and manage electric services to facilities.

(See attached document)

### BUDGET IMPACT:

Budgeted item

### RECOMMENDATION:

Approval of the security monitoring agreement with Security Safe Company, Inc.

**SECURITY SAFE COMPANY, INC.**  
7585 216<sup>TH</sup> Street  
O'Brien, Florida 32071  
(386) 935-2832

**STANDARD COMMERCIAL SECURITY AGREEMENT**

Date: \_\_\_\_\_  
Subscriber's Name: North Florida Water Utility Authority  
Address: 17391 Railroad Street, Live Oak, FL 32060

Telephone No.: \_\_\_\_\_  
Cell Phone No.: \_\_\_\_\_

1. SECURITY SAFE COMPANY, INC. (hereinafter referred to as "SSC" or "ALARM COMPANY") agrees to sell, install, and program, at Subscriber's premises, and Subscriber agrees to buy an electronic security system consisting of the equipment and services described in the attached Schedule of Equipment and Services.

Purchase Price: \$ \_\_\_\_\_ Approximate date work to begin \_\_\_\_\_  
Taxes: \$ \_\_\_\_\_ Estimated date work to be substantially completed \_\_\_\_\_  
Total: \$ \_\_\_\_\_  
Down Payment: \$ \_\_\_\_\_  
Balance due upon completion of installation: \$ \_\_\_\_\_

**2. DESCRIPTION OF EQUIPMENT AND SERVICES:**

- Check Services Provided:  
 Monitoring Center Services  Repair Service  Inspection  Remote Subscriber Access  Cameras  Access Control  
 Access Control Administration  Alarm Signal Verification  Self-Monitoring  
 Alarm.com: (See Attached Alarm.com Rider)  Other: (See Attached Schedule of Equipment and Services.)

3. **PASSCODE TO CPU SOFTWARE REMAINS PROPERTY OF ALARM COMPANY / TITLE TO EQUIPMENT:** Provided Subscriber performs this agreement for the full term, upon termination ALARM COMPANY shall at its option provide to Subscriber the passcode to the CPU software or change the passcode to the manufacturer's default code. Software programmed by ALARM COMPANY is the intellectual property of ALARM COMPANY and any unauthorized use of same, including derivative works, is strictly prohibited and may violate Federal Copyright Laws, Title 17 of the United States Code, and may subject violator to civil and criminal penalties. Upon installation the Equipment shall be deemed Subscriber's personal property and shall not be considered a fixture, or an addition to, alteration, conversion, improvement, modernization, remodeling, repair or replacement of any part of the realty, and Subscriber shall not permit the attachment thereto of any apparatus not furnished by ALARM COMPANY. ALARM COMPANY's signs and decals remain the property of ALARM COMPANY and must be removed upon termination of this agreement.

4. **CHECK BOX FOR APPROPRIATE SERVICES: Only services selected are included:**  
**SERVICES AND RECURRING CHARGES: All charges are billed in advance and are plus tax, if applicable [select one option]:**  
**Billing shall be:**  Monthly  Quarter Annually  Semi-Annually  Annually

(a) **MONITORING CENTER CHARGES:** Subscriber agrees to pay ALARM COMPANY:  
 (i) The sum of \$ \_\_\_\_\_, payable in advance for the installation and programming of the communication software and communication devices if separate from the alarm panel if not already installed.

(ii) The sum of \$ 54.99 per month for the monitoring of the Security System for the term of this agreement.

(b) **SERVICE (Select i or ii)**

(i) Subscriber agrees to pay ALARM COMPANY on a per call basis. If this agreement provides for service on a per call basis, Subscriber agrees to pay ALARM COMPANY for all parts and labor at time of service. Subscriber is not obligated to call ALARM COMPANY for per call service and ALARM COMPANY is under no duty to provide service except its warranty service during warranty period. Service by anyone other than ALARM COMPANY during warranty period relieves ALARM COMPANY of any further obligations under the Limited Warranty. **Subscriber to initial for per call service option:** \_\_\_\_\_

(ii) Subscriber agrees to pay ALARM COMPANY for a Repair Service Plan for the security equipment the sum of \$ \_\_\_\_\_ per month for the term of this agreement.

(c) **INSPECTION AND TESTING:** Subscriber agrees to pay ALARM COMPANY \$ \_\_\_\_\_ per month for the term of this agreement for inspection service. If this option is selected ALARM COMPANY will make \_\_\_\_\_ inspection(s) per year. Unless otherwise noted in the Schedule of Equipment and Services inspection service includes testing of all accessible components to insure proper working order. If the system is UL Certified, the inspection will comply with UL requirements. ALARM COMPANY will notify Subscriber 3 days in advance of inspection date. It is Subscriber's responsibility to reschedule or permit access. Testing at inspection tests only that components are in proper working order at time of inspection unless otherwise reported to Subscriber at time of inspection. Inspection does not include repair. If sprinkler alarm or other device monitoring water flow is inspected the inspection does not include inspection or testing of sufficiency of water supply, for which ALARM COMPANY has no responsibility or liability.

(d) **ALARM SIGNAL VERIFICATION:** Subscriber agrees to pay ALARM COMPANY the sum of \$ \_\_\_\_\_ per month for the term of this agreement. If Subscriber selects Alarm Signal Verification as a service to be provided, or if Alarm Signal Verification is required by law, ALARM COMPANY or its designated Monitoring Center shall verify the alarm signal by electronic telephone communication, video verification or such other verification system deemed appropriate by ALARM COMPANY or as required by local law and only verified alarm conditions shall be communicated to police or fire department.

(e) **REMOTE SUBSCRIBER ACCESS / VIDEO STREAMING DATA [VSD] / CCTV / AUDIO / SELF-MONITORING:** Subscriber agrees to pay ALARM COMPANY the sum of \$ \_\_\_\_\_ per month for the term of this agreement. Select remote access / video / audio services to be provided:

- Access Control  Recording Device  Monitoring Center Remote Video / Audio Monitoring for Live Streaming  
 Video Clips Monitored Upon Alarm Activation Only  Verification Recorded Video Clips  Cloud Service Data Storage and Retrieval  
 Remote Access By Subscriber  Video Data to Subscriber's Smart Phone  Self-Monitoring  Audio  Other (describe): \_\_\_\_\_

(f) **ACCESS CONTROL ADMINISTRATION SERVICES:** Subscriber agrees to pay ALARM COMPANY the sum of \$ \_\_\_\_\_ per month for the term of this agreement. Select Access Control Administration services to be provided:

- Remote Access Administration  On-Site Administration  Data Storage  Data Backup

(g) **SELF-MONITORING:** Subscriber agrees to pay ALARM COMPANY the sum of \$ \_\_\_\_\_ per month for the term of this agreement, for self-monitoring services. Self-Monitoring is provided by third party vendors who facilitate signals and data from Subscriber's alarm system to Subscriber's Internet or Cellular connected device. Unless Subscriber has selected Monitoring Center Services, signals from Subscriber's security system will not be monitored by and no signals will be received by any professional Monitoring Center.

**IN LIEU OF SEPARATE RECURRING CHARGES IN PARAGRAPHS 4(a)-(i) ABOVE, SUBSCRIBER SHALL PAY \$ 54.99 PER MONTH WHICH INCLUDES ALL THE CHECKED SERVICES IN PARAGRAPHS 4(a)-(i).**

5. **TERM OF AGREEMENT / RENEWAL:** The term of this agreement shall be for a period of four years and shall automatically renew for like terms thereafter under the same terms and conditions, unless either party gives written notice to the other of their intention not to renew the agreement at least 30 days prior to the expiration of any term. After the expiration of one year from the date hereof ALARM COMPANY shall be permitted from time to time to increase all charges by an amount not to exceed nine percent each year and Subscriber agrees to pay such increase. ALARM COMPANY may invoice Subscriber in advance monthly, quarterly, or annually at ALARM COMPANY's option. Unless otherwise specified herein, all recurring charges for 4(a)-(g) services shall commence on the first day of the month next succeeding the date hereof, all payments being due on the first day of the month.

6. **MONITORING CENTER SERVICES:** Upon receipt of an alarm signal, video or audio transmission, from Subscriber's security system, ALARM COMPANY or its designee Monitoring Center shall make every reasonable effort to notify Subscriber and the appropriate municipal police or fire department [First Responders] depending upon the type of signal received. Not all signals or transmissions will require notification to the authorities and Subscriber may obtain a written response policy from ALARM COMPANY. No response shall be required for supervisory, loss of communication pathway, trouble or low battery signals. Subscriber acknowledges that signals transmitted from Subscriber's premises directly to municipal police or fire departments are not monitored by personnel of ALARM COMPANY or ALARM COMPANY's designee Monitoring

Center and ALARM COMPANY does not assume any responsibility for the manner in which such signals are monitored or the response, if any, to such signals. Subscriber acknowledges that signals and transmissions are transmitted over telephone lines, wire, air waves, internet, VOIP, radio or cellular, or other modes of communication, and pass through communication networks wholly beyond the control of ALARM COMPANY and are not maintained by ALARM COMPANY except ALARM COMPANY may own the radio network, and ALARM COMPANY shall not be responsible for any failure which prevents transmission signals from reaching the Monitoring Center or damages arising therefrom, or for data corruption, theft or viruses to Subscriber's computers if connected to the alarm communication equipment. Subscriber agrees to furnish ALARM COMPANY with a written Call List of names and telephone numbers of those persons Subscriber wishes to receive notification of alarm signals. Unless otherwise provided in the Call List, ALARM COMPANY will make a reasonable effort to contact the first person reached or notified on the list either via telephone call, text or email message. No more than one call to the list shall be required and any form of notification provided for herein, including leaving a message on an answering machine, shall be deemed reasonable compliance with ALARM COMPANY's notification obligation. -All changes and revisions shall be supplied to ALARM COMPANY in writing. Subscriber authorizes ALARM COMPANY to access the control panel to input or delete data and programming. If the equipment contains video or listening devices permitting Monitoring Center to monitor video or sound then upon receipt of an alarm signal, Monitoring Center shall monitor video or sound for so long as Monitoring Center, in its sole discretion, deems appropriate to confirm an alarm or emergency condition. If Subscriber requests ALARM COMPANY to remotely activate or deactivate the system, change combinations, openings or closings, or re-program system functions, Subscriber shall pay ALARM COMPANY \$90.00 for each such service. ALARM COMPANY may, without prior notice, suspend or terminate its services, in ALARM COMPANY's sole discretion, in event of Subscriber's default in performance of this agreement or in event Monitoring Center facility or communication network is nonoperational or Subscriber's alarm system is sending excessive false alarms or runaway signals. Monitoring Center is authorized to record and maintain audio and video transmissions, data and communications, and shall be the exclusive owner of such property. All Subscriber information and data shall be maintained confidentially by ALARM COMPANY.

**7. REPAIR SERVICE:** Repair service pursuant to paragraph 4(b)(ii), includes all parts and labor, and ALARM COMPANY shall service upon Subscriber's request the security system installed in Subscriber's premises between the hours of 8 a.m. and 4 p.m. Monday through Friday, within reasonable time after receiving notice from Subscriber that service is required, exclusive of Saturdays, Sundays and legal holidays. All repairs, replacement or alteration of the security system made by reason of alteration to Subscriber's premises, or caused by unauthorized intrusion, water, insects, vermin, lightning or electrical surge, or caused by any means other than normal usage, wear and tear, shall be made at the cost of the Subscriber. Batteries, electrical surges, lightning damage, software upgrades and repairs, communication devices no longer supported by communication pathways, obsolete components and components exceeding manufacturer's useful life are not included in service and will be repaired or replaced at Subscriber's expense payable at time of service. No apparatus or device shall be attached to or connected with the security system as originally installed without ALARM COMPANY's written consent.

**8. SUBSCRIBER REMOTE ACCESS:** If Remote Access is included in the Schedule of Equipment and Services to be installed and services provided by ALARM COMPANY, the equipment will transmit data via Subscriber's high speed Internet, cellular or radio communication service from remote device supplied by ALARM COMPANY or Subscriber's Internet or wireless connection device which is compatible with ALARM COMPANY's remote services. ALARM COMPANY will grant access to server permitting Subscriber to monitor the security system, access the system to arm, disarm and bypass zones on the system, view the remote video camera(s) and control other remote automation devices that may be installed or, when system design permits, connect the system to the Internet, over which ALARM COMPANY has no control. The remote services server is provided either by ALARM COMPANY or a third party. ALARM COMPANY shall install the camera(s) in a permissible legal location in Subscriber's premises to permit Subscriber viewing. ALARM COMPANY shall have no responsibility for failure of data transmission, corruption or unauthorized access by hacking or otherwise and shall not monitor or view the camera data. Electronic data may not be encrypted and wireless components of the alarm system may not meet Advanced Encryption Standard specifications for encryption of electronic data established by the US National Institute of Standards and Technology (NIST) or any other established criteria for encryption and ALARM COMPANY shall have no liability for access to the alarm system by others.

**9. WIRELESS AND INTERNET ACCESS CAPABILITIES:** Subscriber is responsible for supplying high-speed Internet access and/or wireless services at Subscriber's premises. ALARM COMPANY does not provide Internet service, maintain Internet connection, wireless access or communication pathways, computer, smart phone, electric current connection or supply, or in all cases the remote video server. In consideration of Subscriber making its monthly payments for remote access to the system, ALARM COMPANY will authorize Subscriber access. ALARM COMPANY is not responsible for Subscriber's access to the Internet or any interruption of service or down time of remote access caused by loss of Internet service, radio or cellular or any other mode of communication used by Subscriber to access the system. Subscriber acknowledges that Subscriber's security system can be compromised if the codes or devices used for access are lost or accessed by others and ALARM COMPANY shall have no liability for such third party unauthorized access. ALARM COMPANY is not responsible for the security or privacy of any wireless network system or router. Wireless systems can be accessed by others, and it is the Subscriber's responsibility to secure access to the system with pass codes and lock out codes. ALARM COMPANY is not responsible for access to wireless networks or devices that may not be supported by communication carriers and upgrades to Subscriber's system will be at Subscriber's expense. If Subscriber is Self-Monitoring, no signals will be received unless Subscriber has access to the selected mode of communication pathway such as cellular, radio or Internet service.

**10. ACCESS CONTROL SYSTEM OPERATION AND LIMITATIONS / ACCESS CONTROL ADMINISTRATION:** If Access Control is selected as a service to be provided and included in the Schedule of Equipment and Services, Access Control equipment shall be connected to a computer supplied by the Subscriber and connected to Subscriber's computer network. If data storage or backup is a selected service ALARM COMPANY or its designee shall store and/or backup data received from Subscriber's system for a period of one year. ALARM COMPANY shall have no liability for data corruption or inability to retrieve data even if caused by ALARM COMPANY's negligence. Subscriber's data shall be maintained confidential and shall be retrieved and released only to Subscriber or upon Subscriber's authorization or by legal process. Internet access is not provided by ALARM COMPANY and ALARM COMPANY has no responsibility for such access or IP address service. ALARM COMPANY shall have no liability for unauthorized access to the system through the Internet or other communication networks or data corruption or loss for any reason whatsoever. If Access Control Administration is selected as a service to be provided ALARM COMPANY will maintain the data base for the operation of the Access Control System. Subscriber will advise ALARM COMPANY of all change in personnel and/or changes in access levels of authorization and restrictions, providing access card serial numbers or biometric data and such information that Subscriber deems necessary to identify personnel. All communication by Subscriber to ALARM COMPANY regarding personnel access must be in writing via email or fax to addresses designated by ALARM COMPANY. ALARM COMPANY shall have remote Internet access to the Subscriber's designated access control computer to program and make data base updates to the system. Subscriber is responsible for maintaining its computer and computer network and Internet access.

**11. AUDIO / VIDEO SYSTEM OPERATION AND LIMITATIONS:** If Audio / Video System is selected as a service to be provided and included in the Schedule of Equipment and Services, and if video equipment is attached to a recorder, it shall not be used for any other purpose. ALARM COMPANY shall be permitted to access and make changes to the system's operation on site and over the internet. If data storage is selected service, ALARM COMPANY shall store data received from Subscriber's system for one year. ALARM COMPANY shall have no liability for data corruption or inability to retrieve data even if caused by ALARM COMPANY's negligence. Subscriber's data shall be maintained confidential and shall be retrieved and released only to Subscriber or upon Subscriber's authorization or by legal process. Telephone or internet access is not provided by ALARM COMPANY and ALARM COMPANY has no responsibility for such access or IP address service. If system has remote access ALARM COMPANY is not responsible for the security or privacy of any wireless network system or router, and it is the Subscriber's responsibility to secure access to the system with pass codes and lock outs. ALARM COMPANY shall have no liability for unauthorized access to the system through the internet or other communication networks or data corruption or loss for any reason whatsoever. If audio or video devices are installed, Subscriber has been advised to independently ascertain that the audio or video devices are used lawfully. ALARM COMPANY has made no representations and has provided no advice regarding the use of audio or video devices, and it is Subscriber's sole responsibility to use the camera and audio devices lawfully.

### LIMITED WARRANTY ON SALE

**12.** In the event that any part of the security equipment becomes defective, ALARM COMPANY agrees to make all repairs and replacement of parts without costs to the Subscriber for a period of ninety (90) days from the date of installation. ALARM COMPANY reserves the option to either replace or repair the alarm equipment, and reserves the right to substitute materials of equal quality at time of replacement or to use reconditioned parts in fulfillment of this warranty. This warranty does not include batteries, electrical surges, lightning damage, software upgrades and repairs, communication devices that are no longer supported by communication pathways, obsolete components, and components exceeding manufacturer's useful life. ALARM COMPANY is not the manufacturer of the equipment and other than ALARM COMPANY's limited warranty Subscriber agrees to look exclusively to the manufacturer of the equipment for repairs under its warranty coverage if any. Except as set forth in this agreement, ALARM COMPANY makes no express warranties as to any matter whatsoever, including, without limitation to, unless prohibited by law, the condition of the equipment, its merchantability, or its fitness for any particular purpose and ALARM COMPANY shall not be liable for consequential damages. ALARM COMPANY does not represent nor warrant that the security system may not be compromised or circumvented, or that the system will prevent any loss by burglary, hold-up, or otherwise; or that the system will in all cases provide the protection for which it is installed. ALARM COMPANY expressly disclaims any implied warranties, including implied warranties of merchantability or fitness for a particular purpose. The warranty does not cover any damage to material or equipment caused by accident, misuse, attempted or unauthorized repair service, modification, or improper installation by anyone other than ALARM COMPANY. Subscriber acknowledges that any affirmation of fact or promise made by ALARM COMPANY shall not be deemed to create an express warranty unless included in this agreement in writing; that Subscriber is not relying on ALARM COMPANY's skill or judgment in selecting or furnishing a system suitable for any particular purpose and that there are no warranties which extend beyond those on the face of this agreement, and that ALARM COMPANY has offered additional and more sophisticated equipment for an additional charge which Subscriber has declined. Subscriber's exclusive remedy for ALARM COMPANY's breach of this agreement or negligence to any degree under this agreement is to require ALARM COMPANY to repair or replace, at ALARM COMPANY's option, any equipment which is non-operational. This Limited Warranty is independent of and in addition to service contracted under paragraph 4(b)(ii) of this agreement. This Limited Warranty gives you specific legal rights and you may also have other rights which vary from state to state. If required by law, ALARM COMPANY will procure all permits required by local law and will provide a Certificate of Workmen's Compensation prior to starting work.

### GENERAL PROVISIONS

**13. DELAY IN DELIVERY / INSTALLATION / RISK OF LOSS OF MATERIAL:** ALARM COMPANY shall not be liable for any damage or loss sustained by Subscriber as a result of delay in delivery and/or installation of equipment, equipment failure, or for interruption of service due to electric failure, strikes, walk-outs, war, acts of God, or other causes, including ALARM COMPANY's negligence or failure to perform any obligation. The estimated date work is to be substantially completed is not a definite completion date and time is not of the essence. In the event the work is delayed through no fault of ALARM COMPANY, ALARM COMPANY shall have such additional time for performance as may be reasonably necessary under the circumstances. Subscriber agrees to pay ALARM COMPANY the sum of \$1,000 per day for each business day the work is re-scheduled or delayed by Subscriber or others engaged by Subscriber through no fault of ALARM COMPANY on less than 24 hour notice to ALARM COMPANY. If installation is delayed for more than one year from date hereof by Subscriber or other contractors engaged by Subscriber and through no fault of ALARM COMPANY, Subscriber agrees to pay an additional 5% of the contract Purchase Price upon installation. Subscriber assumes all risk of loss of material once delivered to the job site. Should ALARM COMPANY be required by existing or hereafter enacted law to perform any service or furnish any material not specifically covered by the terms of this agreement Subscriber agrees to pay ALARM COMPANY for such service or material.

**14. TESTING OF SECURITY SYSTEM:** The parties hereto agree that the security equipment, once installed, is in the exclusive possession and control of the Subscriber, and it is Subscriber's sole responsibility to test the operation of the security equipment and to notify ALARM COMPANY if any equipment is in need of repair. Service, if provided, is pursuant to paragraphs 4 and 7. ALARM COMPANY shall not be required to service the security equipment unless it has received notice from Subscriber, and upon such notice, ALARM COMPANY shall, during the warranty or repair service plan period, service the security equipment to the best of its ability within 36 hours, exclusive of Saturday, Sunday and legal holidays, during the business hours of 8 a.m. and 4 p.m. Subscriber agrees to test and inspect the security equipment and to advise ALARM COMPANY of any defect, error or omission in the security equipment. In the event Subscriber complies with the terms of this agreement and ALARM COMPANY fails to repair the security equipment within 36 hours after notice is given, excluding Saturdays, Sundays, and legal holidays, Subscriber agrees to send notice that the security equipment is in need of repair to ALARM COMPANY, in writing, by certified or registered mail, return receipt requested, and Subscriber shall not be responsible for payments due while the security equipment remains inoperable. In any lawsuit between the parties in which the condition or operation of the security equipment is in issue, the Subscriber shall be precluded from raising the issue that the security equipment was not operating unless the Subscriber can produce a post office certified or registered receipt signed by ALARM COMPANY, evidencing that warranty service was requested by Subscriber.

**15. CARE AND SERVICE OF SECURITY SYSTEM:** Subscriber agrees not to tamper with, remove or otherwise interfere with the Security System which shall remain in the same location as installed. All repairs, replacement or alteration of the security system made by reason of alteration to Subscriber's premises, or caused by unauthorized intrusion, lightning or electrical surge, or caused by any means other than normal usage, wear and tear, shall be made at the cost of the Subscriber. Batteries, electrical surges, lightning damage, software upgrades and repairs, communication devices that are no longer supported by communication pathways, obsolete components and components exceeding manufacturer's useful life, are not included in warranty or service under paragraph 4(b) (i) and will be repaired or replaced at Subscriber's expense payable at time of service. No apparatus or device shall be attached to or connected with the security system as originally installed without ALARM COMPANY's written consent.

**16. ALTERATION OF PREMISES FOR INSTALLATION:** ALARM COMPANY is authorized to make preparations such as drilling holes, driving nails, making attachments or doing any other thing necessary in ALARM COMPANY's sole discretion for the installation and service of the security system, and ALARM COMPANY shall not be responsible for any condition created thereby as a result of such installation, service, or removal of the security system, and Subscriber represents that the owner of the premises, if other than Subscriber, authorizes the installation of the security system under the terms of this agreement.

**17. SUBSCRIBER'S DUTY TO SUPPLY ELECTRIC AND TELEPHONE SERVICE:** Subscriber agrees to furnish, at Subscriber's expense, all 110 Volt AC power, electrical outlet, ARC Type circuit breaker and dedicated receptacle, Internet connection, high-speed broadband cable or DSL and IP Address, telephone hook-ups, RJ31x Block or equivalent, as deemed necessary by ALARM COMPANY.

**18. LIEN LAW:** ALARM COMPANY or any subcontractor engaged by ALARM COMPANY to perform the work or furnish material who is not paid may have a claim against purchaser or the owner of the premises if other than the purchaser which may be enforced against the property in accordance with the applicable lien laws.

**19. INDEMNITY / WAIVER OF SUBROGATION RIGHTS / ASSIGNMENTS:** Subscriber agrees to defend, advance expenses for litigation and arbitration, including investigation, legal and expert witness fees, indemnify and hold harmless ALARM COMPANY, its employees, agents and subcontractors, from and against all claims, lawsuits, including those brought by third-parties or by Subscriber, including reasonable attorneys' fees and losses, asserted against and alleged to be caused by ALARM COMPANY's performance, negligence or failure to perform any obligation under or in furtherance of this agreement. Parties agree that there are no third-party beneficiaries of this agreement. Subscriber on its behalf and any insurance carrier waives any right of subrogation Subscriber's insurance carrier may otherwise have against ALARM COMPANY or ALARM COMPANY's subcontractors arising out of this agreement or the relation of the parties hereto. Subscriber shall not be permitted to assign this agreement without written consent of ALARM COMPANY, which shall not unreasonably be withheld. ALARM COMPANY shall have the right to assign this agreement to a company licensed to perform the services and shall be relieved of any obligations herein upon such assignment.

**20. EXCULPATORY CLAUSE:** ALARM COMPANY and Subscriber agree that ALARM COMPANY is not an insurer and no insurance coverage is offered herein. The security system, equipment, and ALARM COMPANY's services are designed to detect and reduce certain risks of loss, though ALARM COMPANY does not guarantee that no loss or damage will occur. ALARM COMPANY is not assuming liability, and, therefore, shall not be liable to Subscriber or any other third party for any loss, economic or non-economic, business loss or interruption, consequential damages, in contract or tort, data corruption or inability to retrieve data, personal injury or property damage sustained by Subscriber or others as a result of equipment failure, human error, burglary, theft, hold-up, fire, smoke, water or any other cause whatsoever, regardless of whether or not such loss or damage was caused by or contributed to by ALARM COMPANY's breach of contract, negligent performance to any degree in furtherance of this agreement, any extra contractual or legal duty, strict products liability, or negligent failure to perform any obligation pursuant to this agreement or any other legal duty, except for gross negligence and willful misconduct.

**21. INSURANCE / ALLOCATION OF RISK:** Subscriber shall maintain a policy of Comprehensive General Liability and Property Insurance for liability, casualty, fire, theft, and property damage under which Subscriber is named as insured and ALARM COMPANY is named as additional insured and which shall on a primary and non-contributing basis cover any loss or damage ALARM COMPANY's services are intended to detect to one hundred percent of the insurable value or potential risk. The parties intend that the Subscriber assume all potential risk and damage that may arise by reason of failure of the equipment, system or ALARM COMPANY's services and that Subscriber will look to its own insurance carrier for any loss or assume the risk of loss. ALARM COMPANY shall not be responsible for any portion of any loss or damage which is recovered or recoverable by Subscriber from insurance covering such loss or damage or for such loss or damage against which Subscriber is indemnified or insured. Subscriber and all those claiming rights under Subscriber waive all rights against ALARM COMPANY and its subcontractors for loss or damages caused by perils intended to be detected by ALARM COMPANY's services or covered by insurance to be obtained by Subscriber, except such rights as Subscriber or others may have to the proceeds of insurance.

**22. LIMITATION OF LIABILITY:** SUBSCRIBER AGREES THAT, EXCEPT FOR ALARM COMPANY'S GROSS NEGLIGENCE AND WILLFUL MISCONDUCT, SHOULD THERE ARISE ANY LIABILITY ON THE PART OF ALARM COMPANY AS A RESULT OF ALARM COMPANY'S BREACH OF THIS CONTRACT, NEGLIGENT PERFORMANCE TO ANY DEGREE OR NEGLIGENT FAILURE TO PERFORM ANY OF ALARM COMPANY'S OBLIGATIONS PURSUANT TO THIS AGREEMENT OR ANY OTHER LEGAL DUTY, EQUIPMENT FAILURE, HUMAN ERROR, OR STRICT PRODUCTS LIABILITY, WHETHER ECONOMIC OR NON-ECONOMIC, IN CONTRACT OR IN TORT, THAT ALARM COMPANY'S LIABILITY SHALL BE LIMITED TO THE SUM OF \$250.00 OR 6 TIMES THE MONTHLY PAYMENT FOR SERVICES BEING PROVIDED AT TIME OF LOSS, WHICHEVER IS GREATER. IF SUBSCRIBER WISHES TO INCREASE ALARM COMPANY'S AMOUNT OF LIMITATION OF LIABILITY, SUBSCRIBER MAY, AS A MATTER OF RIGHT, AT ANY TIME, BY ENTERING INTO A SUPPLEMENTAL AGREEMENT, OBTAIN A HIGHER LIMIT BY PAYING AN ANNUAL PAYMENT CONSISTENT WITH ALARM COMPANY'S INCREASED LIABILITY. THIS SHALL NOT BE CONSTRUED AS INSURANCE COVERAGE AND NOTWITHSTANDING THE FOREGOING, ALARM COMPANY'S LIABILITY SHALL NOT EXCEED ITS AVAILABLE INSURANCE COVERAGE.

SUBSCRIBER ACKNOWLEDGES THAT THIS AGREEMENT CONTAINS EXCULPATORY CLAUSE, INDEMNITY, INSURANCE, ALLOCATION OF RISK AND LIMITATION OF LIABILITY PROVISIONS.

**23. LEGAL ACTION / BREACH / LIQUIDATED DAMAGES / AGREEMENT TO BINDING ARBITRATION:** The parties agree that due to the nature of the services to be provided by ALARM COMPANY, the payments to be made by the Subscriber for the term of this agreement form an integral part of ALARM COMPANY's anticipated profits; that in the event of Subscriber's default it would be difficult if not impossible to fix ALARM COMPANY's actual damages. Therefore, in the event Subscriber defaults in any payment or charges to be paid to ALARM COMPANY, Subscriber shall be immediately liable for any unpaid installation and invoiced charges plus 80% of the balance of all payments for the entire term of this agreement as LIQUIDATED DAMAGES and ALARM COMPANY shall be permitted to terminate all its services, including but not limited to terminating monitoring service, under this agreement and to remotely re-program or delete any programming without relieving Subscriber of any obligation herein.

SUBSCRIBER ACKNOWLEDGES THAT THIS AGREEMENT CONTAINS A LIQUIDATED DAMAGE CLAUSE.

The prevailing party in any litigation or arbitration is entitled to recover its legal fees from the other party. In any action commenced by ALARM COMPANY against Subscriber, Subscriber shall not be permitted to interpose any counterclaim. SUBSCRIBER MAY BRING CLAIMS AGAINST ALARM COMPANY ONLY IN SUBSCRIBER'S INDIVIDUAL CAPACITY, AND NOT AS A CLASS ACTION PLAINTIFF OR CLASS ACTION MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. ANY DISPUTE BETWEEN THE PARTIES OR ARISING OUT OF THIS AGREEMENT, INCLUDING ISSUES OF ARBITRABILITY, SHALL, AT THE OPTION OF ANY PARTY, BE DETERMINED BY BINDING AND FINAL ARBITRATION BEFORE A SINGLE ARBITRATOR ADMINISTERED BY ARBITRATION SERVICES INC., ITS SUCCESSORS OR ASSIGNS, PURSUANT TO ITS ARBITRATION RULES AT WWW.ARBITRATIONSERVICESINC.COM AND THE FEDERAL ARBITRATION ACT, EXCEPT THAT NO PUNITIVE OR CONSEQUENTIAL DAMAGES MAY BE AWARDED. The arbitrator shall be bound by the terms of this agreement, and shall on request of a party, conduct proceedings by telephone, video, submission of papers or in-person hearing. By agreeing to this arbitration provision the parties are waiving their right to a trial before a judge or jury, waiving their right to appeal the arbitration award and waiving their right to participate in a class action. Service of process or papers in any legal proceeding or arbitration between the parties may be made by First-Class Mail delivered by the U.S. Postal Service addressed to the party's address designated in this agreement, on file with an agency of the state, or any other address provided by the party in writing to the party making service. The parties submit to the jurisdiction and laws of Florida, except for arbitration which is governed by the FAA and the arbitration rules and agree that any litigation or arbitration between the parties shall be commenced and maintained in the county where ALARM COMPANY's principal place of business is located or Nassau County, New York. The parties waive trial by jury in any action between them unless prohibited by law. Any action between the parties must be commenced within one year of the accrual of the cause of action or shall be barred. All actions or proceedings by either party must be based on the provisions of this agreement. Any other action that Subscriber may have or bring against ALARM COMPANY in respect to other services rendered in connection with this agreement shall be deemed to have merged in and be restricted to the terms and conditions of this agreement.

SUBSCRIBER ACKNOWLEDGES THAT THIS AGREEMENT CONTAINS AN AGREEMENT TO ARBITRATE DISPUTES AND THAT ARBITRATION IS BINDING AND FINAL AND THAT SUBSCRIBER IS WAIVING SUBSCRIBER'S RIGHT TO TRIAL IN A COURT OF LAW AND OTHER RIGHTS.

24. **ALARM COMPANY'S RIGHT TO SUBCONTRACT SPECIAL SERVICES:** Subscriber agrees that ALARM COMPANY is authorized and permitted to subcontract any services to be provided by ALARM COMPANY to third parties who may be independent of ALARM COMPANY, and that ALARM COMPANY shall not be liable for any loss or damage sustained by Subscriber by reason of fire, theft, burglary or any other cause whatsoever caused by the negligence of third parties. Subscriber appoints ALARM COMPANY to act as Subscriber's agent with respect to such third parties, except that ALARM COMPANY shall not obligate Subscriber to make any payments to such third parties. Subscriber acknowledges that this agreement, and particularly those paragraphs relating to ALARM COMPANY's disclaimer of warranties, exemption from liability, even for its negligence, limitation of liability and indemnification, inure to the benefit of and are applicable to any assignees, subcontractors, manufacturers, vendors and Monitoring Center of ALARM COMPANY.

25. **MOLD, OBSTACLES AND HAZARDOUS CONDITIONS:** Subscriber shall notify ALARM COMPANY in writing of any undisclosed, concealed or hidden conditions in any area where installation is planned, and Subscriber shall be responsible for removal of such conditions. In the event ALARM COMPANY discovers the presence of suspected asbestos or other hazardous material, ALARM COMPANY shall stop all work immediately and notify Subscriber. It shall be Subscriber's sole obligation to remove such conditions from the premises, and if the work is delayed due to the discovery of suspected asbestos or other hazardous material or conditions then an extension of time to perform the work shall be allowed and Subscriber agrees to compensate ALARM COMPANY for any additional expenses caused by the delay but not less than \$1000.00 per day until work can resume. If ALARM COMPANY, in its sole discretion, determines that continuing the work poses a risk to ALARM COMPANY or its employees or agents, ALARM COMPANY may elect to terminate this agreement on 3 day notice to Subscriber and Subscriber shall compensate ALARM COMPANY for all services rendered and material provided to date of termination. ALARM COMPANY shall be entitled to remove all its equipment and uninstalled equipment and material from the job site. Under no circumstances shall ALARM COMPANY be liable to Subscriber for any damage caused by mold or hazardous conditions or remediation thereof.

26. **NON-SOLICITATION:** Subscriber agrees that it will not solicit for employment for itself, or any other entity, or employ, in any capacity, any employee of ALARM COMPANY assigned by ALARM COMPANY to perform any service for or on behalf of Subscriber for a period of two years after ALARM COMPANY has completed providing service to Subscriber. In the event of Subscriber's violation of this provision, in addition to injunctive relief, ALARM COMPANY shall recover from Subscriber an amount equal to such employee's salary based on the average three months preceding employee's termination of employment with ALARM COMPANY, times twelve, together with ALARM COMPANY's counsel and expert witness fees.

27. **FALSE ALARMS / PERMIT FEES / WITNESS FEES:** Subscriber is responsible for all alarm permits and fees, agrees to file for and maintain any permits required by applicable law and indemnify or reimburse ALARM COMPANY for any fees or fines relating to permits or false alarms. ALARM COMPANY shall have no liability for permit fees, false alarms, false alarm fines, the manner in which police or fire department responds, or the refusal of the police or fire department to respond. In the event of termination of police or fire department response this agreement shall nevertheless remain in full force and Subscriber shall remain liable for all payments provided for herein. In the event Subscriber or any third party subpoenas or summons ALARM COMPANY requiring any services or appearances, Subscriber agrees to pay ALARM COMPANY \$150 per hour for such services and appearances. Subscriber shall reimburse ALARM COMPANY for any Monitoring Center charges for excessive, run-a-way or false alarm signals.

28. **SECURITY INTEREST / COLLATERAL:** To secure Subscriber's obligations under this agreement Subscriber grants ALARM COMPANY a security interest in the security equipment installed by ALARM COMPANY and ALARM COMPANY is authorized to file a financing statement.

29. **CREDIT INVESTIGATION:** Subscriber and any guarantor authorize ALARM COMPANY to conduct credit investigations from time to time to determine Subscriber's and guarantor's credit worthiness.

30. **FULL AGREEMENT / SEVERABILITY:** This agreement along with the Schedule of Equipment and Services constitute the full understanding of the parties and may not be amended, modified or canceled, except in writing signed by both parties. Subscriber acknowledges and represents that Subscriber has not relied on any representation, assertion, guarantee, warranty, collateral agreement or other assurance, except those set forth in this Agreement. Subscriber hereby waives all rights and remedies, at law or in equity, arising, or which may arise, as the result of Subscriber's reliance on such representation, assertion, guarantee, warranty, collateral agreement or other assurance. To the extent this agreement is inconsistent with any other document or agreement, whether executed prior to, concurrently with or subsequent to this agreement the terms of this agreement shall govern. This agreement shall run concurrently with and shall not terminate or supersede any existing agreement between the parties unless specified herein. Should any provision of this agreement be deemed void, the remaining parts shall be enforceable.

**SUBSCRIBER ACKNOWLEDGES RECEIVING A FULLY EXECUTED COPY OF THIS AGREEMENT AND SCHEDULE OF EQUIPMENT AND SERVICES AT TIME OF EXECUTION.**

**SECURITY SAFE COMPANY, INC.:**

**SUBSCRIBER:**

By: \_\_\_\_\_  
Signature

Subscriber: Signature by Authorized Officer \_\_\_\_\_ Title of Person Signing \_\_\_\_\_

North Florida Water Utility Authority  
\_\_\_\_\_  
Print Name of Subscriber

Subscriber's Email Address: \_\_\_\_\_

Tax ID or EIN \_\_\_\_\_

The undersigned personally guarantees Subscriber's performance of this agreement and agrees to be bound by all terms as a party herein.

\_\_\_\_\_  
Signature (Name Must Be Printed Below) SS#

North Florida water Utility Authority  
\_\_\_\_\_  
Print Name Residence Address

**SECURITY SAFE COMPANY, INC.**  
7585 216<sup>TH</sup> Street  
O'Brien, Florida 32071  
(386) 935-2832

**CALL LIST**

**SIGNAL AND ZONE CONFIRMATION**

Alarm system will communicate the following signals:

- Fire  Burglary  Panic  PERS  CO  Water Flow  Temperature
- Test  Trouble  Communication Failure  Power Failure

Communication By:  POTS  Digital  Radio  Cellular  Internet  VoIP

Zones: SECURITY SAFE COMPANY, INC. (hereinafter referred to as "SSC" or "ALARM COMPANY") has programmed and tested each of the following zones:

1.	6.	11.	16.
2.	7.	12.	17.
3.	8.	13.	18.
4.	9.	14.	19.
5.	10.	15.	20.

1. PRIMARY RESPONDER DISCLOSURE: Subscriber understands that a (1) 911 center, (2) public safety answering point, or (3) communications center, (Collectively referred to herein as "PUBLIC RESPONDERS"), may be designated as the primary responder. Subscriber assumes all liability should one of these three not be selected as the Primary responder.

2. Upon SSC receiving an emergency alarm from the Subscriber's system, Subscriber hereby directs SSC to contact these responders in this specific order:

**AUTHORIZED INDIVIDUALS TO BE NOTIFIED**  
(Individuals to be notified in the event of an alarm condition.)

Subscriber may select any individual he or she designates, or any PUBLIC RESPONDER in the Jurisdiction from which alarm is received.

Responder Contact List	
Name	Telephone Number
First & Primary Contact:	
1. PUBLIC RESPONDER	
2.	
3.	
4.	
5.	

3. SSC dispatches to PUBLIC RESPONDER upon receipt of a fire alarm and will then call those on the list in order of priority. Initial here if you do not want SSC to call Subscriber on fire alarm \_\_\_\_\_.

4. Subscriber agrees that should any PUBLIC RESPONDER not be designated as the **primary** responder, then the Subscriber's PUBLIC RESPONDERS shall become the default secondary responder after the personal emergency response provider has attempted, without success, to notify all other responders designated by Subscriber.

5. Some jurisdictions require telephone call or other method of verification before dispatching PUBLIC RESPONDERS. Initial here if Subscriber does not want PUBLIC RESPONDER called unless the alarm signal has been verified as reporting an emergency event \_\_\_\_\_. Note that this does not apply to fire or carbon monoxide alarms and PUBLIC RESPONDERS will be dispatched without prior verification of the alarm signal.

6. SSC hereby agrees to provide PUBLIC RESPONDERS, if designated as a responder by the Subscriber, the name of the customer, the location from which the customer's alarm was received, and any other information as may be requested.

7. Following any notification to the PUBLIC RESPONDER, SSC shall attempt to notify others on the Subscriber's list in the order provided by Subscriber. Unless otherwise provided in the list SSC will make a reasonable effort to contact the first person reached or notified on the list either via telephone call, text or email message. No more than one call to the list shall be required and any form of notification provided for herein, including leaving a message on an answering machine, shall be deemed reasonable compliance with SSC's notification obligation. Subscriber may provide SSC with a set of directives for voice to voice contact with the responders. For nonpublic responder numbers Subscriber represents that all call numbers are accurate and Subscriber has been authorized by the owners of such numbers to provide such numbers to be called in accordance with Subscriber's alarm services.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Subscriber's Signature

Licensed by the State of Florida, Dept. of Business & Professional Regulation  
License No.: EF20001247

**SECURITY SAFE COMPANY, INC.**  
7585 216<sup>TH</sup> Street  
O'Brien, Florida 32071  
(386) 935-2832

**NOTICE OF CANCELLATION**

SECURITY SAFE COMPANY, INC. (hereinafter referred to as "SSC" or Seller) to enter date of transaction

\_\_\_\_\_  
Date

North Florida water Utility Authority

\_\_\_\_\_  
Customer Name

17391 Railroad Street, Live Oak, FL 32060

\_\_\_\_\_  
Customer Address

You may CANCEL this transaction, without any penalty or obligation, within THREE BUSINESS DAYS from the above date.

If you cancel, any property traded in, any payments made by you under the contract or sale, and any negotiable instrument executed by you will be returned within TEN BUSINESS DAYS following receipt by SSC of your cancellation notice, and any security interest arising out of the transaction will be canceled.

If you cancel, you must make available to SSC at your residence, in substantially as good condition as when received, any goods delivered to you under this contract or sale, or you may if you wish, comply with the instructions of SSC regarding the return shipment of the goods at SSC's expense and risk.

If you do make the goods available to SSC and SSC does not pick them up within 20 days of the date of your notice of cancellation, you may retain or dispose of the goods without any further obligation. If you fail to make the goods available to SSC, or if you agree to return the goods to SSC and fail to do so, then you remain liable for performance of all obligations under the contract.

To cancel this transaction, mail or deliver a signed and dated copy of this Cancellation Notice or any other written notice, or send a telegram to:

SECURITY SAFE COMPANY, INC.  
7585 216<sup>TH</sup> Street  
O'Brien, FL 32071

NOT LATER THAN MIDNIGHT OF \_\_\_\_\_  
SSC to enter date by which buyer must give notice of cancellation.

I HEREBY CANCEL THIS TRANSACTION:

\_\_\_\_\_  
Date of Cancellation to be entered by buyer

\_\_\_\_\_  
Buyer's Signature

2 COPIES OF THIS FORM RECEIVED BY  
BUYER ON DATE OF TRANSACTION

Buyer to sign above to acknowledge receipt of these forms

**SECURITY SAFE COMPANY, INC.**  
7585 216<sup>TH</sup> Street  
O'Brien, Florida 32071  
(386) 935-2832

**ACH RECURRING PAYMENT AND CREDIT CARD AUTHORIZATION FORM**

**Here's How Recurring Payments Work:**

You authorize regularly scheduled charges to your checking, savings account, or credit card. You will be charged the amount indicated below each billing period during the initial term of my agreement and all automatic renewal terms. The charge will appear on your bank statement as an "ACH Debit" or your credit card statement. You agree that no prior-notification will be provided unless the date or amount changes, in which case you will receive notice from us at least 10 days prior to the payment being collected.

**Please complete the information below:**

I, \_\_\_\_\_ North Florida Water Utility Authority \_\_\_\_\_ authorize SECURITY SAFE COMPANY, INC.  
(full name)

to charge my  bank account or  credit card indicated below on the  1<sup>st</sup> or  15<sup>th</sup> of each

month for payment of my  Monitoring or  All Services, in the amount of \$\_\_\_\_\_ Plus Tax

Billing Address: \_\_\_\_\_

Email Address: \_\_\_\_\_

**Select payment method below:**

**AUTOMATED ACH FROM BANK ACCOUNT PAYMENT:**

Account Type:	<input type="checkbox"/> Checking	<input type="checkbox"/> Savings
Name on Acct	_____	
Bank Name	_____	
Account Number	_____	
Bank Routing #	_____	
Bank City/State	_____	

**I understand that this authorization will remain in effect until I cancel it in writing**, and I agree to notify SECURITY SAFE COMPANY, INC. in writing of any changes in my account information or termination of this authorization at least 15 days prior to the next billing date. If the above noted periodic payment dates fall on a weekend or holiday, I understand that the payment may be executed on the next business day. I understand that because this is an electronic transaction, these funds may be withdrawn from my account, or charged to my credit card, on the above noted periodic transaction dates. In the case of a transaction being rejected for Non-Sufficient Funds (NSF) I understand that SECURITY SAFE COMPANY, INC. may at its discretion attempt to process the charge again within 30 days, and I agree to an additional \$35.00 charge for each attempt returned NSF which will be initiated as a separate transaction from the authorized recurring payment. I acknowledge that the origination of recurring transactions to my account must comply with the provisions of U.S. Law. I agree not to dispute this recurring billing with my bank or credit card company so long as the transactions correspond to the terms indicated in this authorization form. I agree that an ACH or credit card denial will constitute a breach of my payment obligation in my agreement with SECURITY SAFE COMPANY, INC. A 2.5% convenience charge will be place on all Credit Card transactions over \$500.00.

**AUTOMATED CREDIT CARD PAYMENT:**

Credit Card #: \_\_\_\_\_ Expiration Date: \_\_\_\_\_ Security Code: \_\_\_\_\_

Mastercard  Visa  American Express  \_\_\_\_\_

Cardholder's Name (As it appears on credit card): \_\_\_\_\_

Billing Address: \_\_\_\_\_

Email Address: \_\_\_\_\_

**SIGNATURE** \_\_\_\_\_

**DATE** \_\_\_\_\_

**SECURITY SAFE COMPANY, INC.**  
7585 216<sup>TH</sup> Street  
O'Brien, Florida 32071  
(386) 935-2832

**STANDARD FIRE ALARM AGREEMENT**

Subscriber's Name: North Florida Water Utility Authority  
Address: 17391 Railroad Street, Live Oak, FL 32060 Email: shannonr@nfwua.org

Telephone No.: [REDACTED]  
Cell Phone No.: [REDACTED]

**SALE AND INSTALLATION**

SECURITY SAFE COMPANY, INC. (hereinafter referred to as "SSC" or "ALARM COMPANY") agrees to sell, install, and instruct Subscriber in the proper use of the Fire Alarm Equipment or System, at Subscriber's premises, and Subscriber agrees to buy, such system in accordance with this agreement, consisting of the following equipment: **See attached Schedule of Equipment and Services for included equipment, sale and installation charges.** Passcode to software remains the property of SSC. Software programmed by SSC is the intellectual property of SSC and any unauthorized use of same, including derivative works, is strictly prohibited and may violate Federal Copyright Laws, Title 17 of the United States Code, and may subject violator to civil and criminal penalties. SSC's signs and decals remain the property of SSC and must be removed upon termination of this agreement.

Check if Communication System, consisting of software, radio, cellular or communication connective devices, remains the property of SSC.  
The agreed value of the Communication System is \$1800.00.

Check if Fire Alarm System to Code:  
Initial here \_\_\_\_\_ if fire alarm system is to be installed pursuant to filed plans and specifications filed by Security Safe Company  
filed with and approved by Authority Having Jurisdiction [AHJ].

All fire alarm systems required by State Fire Marshal's rules shall be installed, serviced, tested, repaired, inspected and improved in compliance with the provisions of the applicable standards of the National Fire Protection Association [NFPA] or other testing laboratory approved by AHJ. Subscriber shall be provided with Test Certificate in form approved by AHJ when the fire alarm system is installed, serviced, tested, repaired, inspected or improved.

Check if system includes Area of Refuge two way communication system. If this service is included SSC will install, pursuant to filed and approved plans and specification with the Building Department, AHJ requirements for a two-way communication system which shall have a timed automatic telephone dial-out capability to a monitoring location or 911. The two-way communication system shall include both audible and visible signals unless otherwise directed by the AHJ. All references to the fire alarm system in this agreement shall include the Area of Refuge system.

Check if system includes In-Building Wireless Communications Systems for Emergency Responders, Signal Boosters and Bi-Directional Amplifiers (BDA), which systems require testing and service. See Schedule of Equipment and Services to determine if this service includes wireless system design, surveys, radio equipment installation, testing, coordination and permits with AHJ. All references to the fire alarm system in this agreement shall include the In-Building Wireless Communications Systems for Emergency Responders.

**NOTICE:** Unless a Fire Alarm System to Code is selected to be installed, SSC makes no representation that the fire alarm detection equipment meets local code, fire department or any Authority Having Jurisdiction [AHJ] requirements, and it is not SSC's responsibility to apply for any permits or fees in connection with such equipment. The law requires and SSC recommends that Subscriber install a Fire Alarm System to code with plans and specifications filed with AHJ, properly permitted, inspected and approved by AHJ. Subscriber represents that existing fire alarm system is approved by AHJ and that any repairs or replacement parts installed by SSC are not additional equipment which would require AHJ approval. SSC may in its sole discretion notify AHJ if SSC's services are to be terminated or have terminated or that the fire alarm system is not functioning and SSC is unable to provide monitoring or the fire alarm system is otherwise non-compliant with applicable fire codes.

CHECK BOX FOR APPROPRIATE SERVICES: Only services selected are included:

SERVICES AND RECURRING CHARGES: All charges are billed in advance and are plus tax, if applicable [select one option]:

Billing shall be:  Monthly  Quarter Annually  Semi-Annually  Annually

1. MONITORING CHARGES:

Subscriber agrees to pay SSC the sum of \$ 80.00 per month for the monitoring of the FIRE ALARM system for the term of this agreement

2. SERVICE CHARGES: (Select a or b)

(a) Subscriber agrees to pay SSC on a per call basis. If this agreement provides for service on a per call basis, Subscriber agrees to pay SSC for all parts and labor at the time of service. Subscriber to initial for per call service option: \_\_\_\_\_

(b) REPAIR SERVICE PLAN: Subscriber agrees to pay SSC the sum of \$ \_\_\_\_\_ per month, for the term of this agreement for labor and material to service the fire alarm system for damage caused by ordinary wear and tear. Batteries, electrical surges, lightning damage, water, insects, vermin, software upgrades and repairs, communication devices no longer supported by communication pathways, obsolete components and components exceeding manufacturer's useful life are not included in the Repair Service Plan and will be repaired or replaced at Subscriber's expense payable at time of service.

3. INSPECTIONS: SYSTEMS TO BE INSPECTED:  Fire Alarm  Area of Refuge  In-Building Wireless Communication. Subscriber agrees to pay SSC the sum of \$ 280.00 per month for the term of this agreement, for inspection service. If this option is selected SSC will make 1 inspection(s) of the fire alarm system per year. Any additional inspections required by Authority Having Jurisdiction (AHJ) will be charged at \$125.00 per hour which Subscriber agrees to pay. Unless otherwise noted in the Schedule of Equipment and Services inspection will be performed to meet the minimum requirements of the applicable code or AHJ. SSC will notify Subscriber 3 days in advance of inspection date, and it is Subscriber's responsibility to reschedule or permit access. Testing at inspection tests only that accessible components are in proper working order at time of inspection unless otherwise reported to Subscriber at time of inspection. Inspection does not include repair. If sprinkler alarm or other device monitoring water flow is inspected, the inspection does not include inspection or testing of sufficiency of water supply, for which SSC has no responsibility or liability.

4. MONITORING CENTER CERTIFICATE: Subscriber agrees to pay SSC the sum of \$ \_\_\_\_\_ per month for the term of this agreement, for an Underwriters Laboratories Inc. (UL) Fire Alarm Certificate service. If this option is selected SSC will issue a UL Certificate for the fire alarm system. Subscriber acknowledges that UL is a separate AHJ that may want to inspect the fire alarm system. UL or the Local AHJ can require changes to the fire alarm system to keep the Certificate in force. Subscriber agrees to pay SSC for any inspections or required changes at SSC's then prevailing rates.

IN LIEU OF SEPARATE RECURRING CHARGES IN PARAGRAPHS 1-5 ABOVE, SUBSCRIBER SHALL PAY \$ 80.00 PER MONTH WHICH INCLUDES ALL THE CHECKED SERVICES IN PARAGRAPHS 1-4.

5. MONITORING SERVICES PROVIDED: Upon receipt of a fire alarm signal from Subscriber's fire alarm system, SSC or its designee Monitoring Center shall make every reasonable effort to notify Subscriber and the appropriate municipal fire department and comply with AHJ dispatch procedures. Only Subscriber will be notified of fire trouble, fire supervisory or other off normal signals as soon as may be practical. Subscriber acknowledges that signals transmitted from Subscriber's premises directly to fire departments are not monitored by personnel of SSC or its Monitoring Center and SSC does not assume any responsibility for the manner in which such signals are monitored or the response, if any, to such signals. Subscriber acknowledges that signals which are transmitted over telephone lines, wire, air waves, internet, Managed Facilities Voice Networks, VOIP, or other modes of communication pass through communication networks wholly beyond the control of SSC and are not maintained by SSC except SSC may own the radio network and SSC shall not be responsible for any failure which prevents transmission signals or data from reaching the Monitoring Center or damages arising therefrom, or for data corruption, theft or viruses to Subscriber's computers if connected to the communication equipment. The fire alarm system and communication pathway may not function during a power failure or not maintain functionality for a 24 hour period as required by NFPA-72 for fire alarm systems and Subscriber is responsible for verifying operation of the communication pathway with the communications pathway provider. Subscriber agrees to furnish SSC with a written Call List of names and telephone numbers of persons Subscriber wishes to receive notification of fire alarm signals. Unless otherwise provided in the Call List SSC will make a reasonable effort to contact the first person reached or notified on the list either via telephone call, text or email message. No more than one call to the list shall be required and any form of notification provided for herein, including leaving a message on an answering machine, shall be deemed reasonable compliance with SSC's notification obligation. All changes and revisions to the account information shall be supplied to SSC in writing. Subscriber authorizes SSC to access the control panel and/or communicator to input or delete data and programming. If Subscriber requests SSC to reprogram system functions remotely, Subscriber shall pay SSC \$120.00 for each such service, and any change in programming requires a full physical test of all fire alarm components pursuant to NFPA 72 and AHJ requirements which testing shall be at Subscriber's expense at SSC's customary charges. SSC may, without prior notice, suspend or terminate its services in event of Subscriber's default in performance of this agreement or in event Monitoring Center's facility or communication network is nonoperational or Subscriber's system is sending excessive false alarms. Monitoring Center is authorized to record and maintain all data, voice and alarm communications and shall be the exclusive owner of such property. If AHJ requires a technician to be sent to Subscriber's premises after a fire alarm is dispatched, or if Runner service exceeds maximum Runs per year, Subscriber agrees to pay \$225.00 per call.

6. **TERM OF AGREEMENT / RENEWALS:** The term of this agreement shall be for a period of four years. This agreement shall renew ever four years thereafter under the same terms and conditions, unless either party gives written notice to the other by certified mail, return receipt requested, of their intention not to renew the agreement at least 30 days prior to the expiration of any term. Termination shall comply with local law. Unless otherwise specified herein, all recurring charges for 1-4 services shall commence on the first day of the month next succeeding the date hereof, all payments being due on the first day of the month.

7. **INCREASES OF MONTHLY CHARGE:** After the expiration of one year from the date hereof SSC shall be permitted from time to time to increase the monthly charges by an amount not to exceed nine percent each year and Subscriber agrees to pay such increase as invoiced.

8. **ALARM EQUIPMENT REMAINS PERSONAL PROPERTY:** All equipment and material installed by SSC shall remain Subscriber's personal property and shall not be considered or deemed a fixture, or an addition to, alteration, conversion, improvement, modernization, remodeling, repair or replacement of any part of the realty, and Subscriber shall not permit the attachment thereto of any apparatus not furnished by SSC.

9. **EQUIPMENT LIMITED WARRANTY:** In the event that any part of the equipment becomes defective, SSC agrees to make all repairs and replacement of parts without costs to the Subscriber for a period of one (1) year from the date of installation. SSC reserves the option to either replace or repair the equipment, and reserves the right to substitute materials of equal quality at time of replacement, or to use reconditioned parts in fulfillment of this warranty. SSC's warranty does not include damage caused by electric, plumbing or construction, nor damage by lightning, electrical surge, or misuse. SSC is not the manufacturer of the equipment and other than SSC's limited warranty Subscriber agrees to look exclusively to the manufacturer of the equipment for repairs under its warranty coverage if any. Except as set forth in this agreement, SSC makes no express warranties as to any matter whatsoever, including but not limited to, unless prohibited by law, the condition of the equipment, its merchantability, or its fitness for any particular purpose, and SSC shall not be liable for consequential damages. SSC does not represent nor warrant that the equipment may not be compromised or circumvented, or that the system will prevent any loss by fire, smoke or water or otherwise; or that the system will in all cases provide the protection for which it is installed. SSC expressly disclaims any implied warranties, including implied warranties of merchantability or fitness for a particular purpose. The warranty does not cover any damage to material or equipment caused by accident, misuse, attempted or unauthorized repair service, modification, or improper installation by anyone other than SSC. SSC shall not be liable for consequential damages. Subscriber acknowledges that any affirmation of fact or promise made by SSC shall not be deemed to create an express warranty unless included in this agreement in writing; that Subscriber is not relying on SSC's skill or judgment in selecting or furnishing a system suitable for any particular purpose and that there are no warranties which extend beyond those on the face of this agreement, and that SSC has offered additional and more sophisticated equipment for an additional charge which Subscriber has declined. Subscriber's exclusive remedy for SSC's breach of this agreement or negligence to any degree under this agreement is to require SSC to repair or replace, at SSC's option, any equipment which is non-operational. Some states do not allow the exclusion or limitation of consequential or incidental damages, or a limitation on the duration of implied warranties, so the above limitations or exclusions may not apply to you. The warranty gives you specific legal rights and you may also have other rights which may vary from state to state. Fire Alarms are required to be approved by AHJ and may require plans and specifications designed, signed and submitted by a licensed architect or professional engineer, which must be engaged by Subscriber. If SSC is installing a Fire Alarm System to code installation must be approved by the AHJ. This Limited Warranty is independent of and in addition to repair service contracted under paragraph 2b of this agreement. In accordance with Florida Law 633.348, all equipment supplied shall be approved by NFPA or other nationally recognized testing laboratory approved by AHJ and installed pursuant to standards approved by said testing laboratory. SSC will furnish subscriber with appropriate documentation required by testing laboratory standards, operating instructions for all equipment together with diagram of final installation.

10. **DELAY IN DELIVERY / INSTALLATION / RISK OF LOSS OF MATERIAL:** SSC shall not be liable for any damage or loss sustained by Subscriber as a result of delay in delivery and/or installation of equipment, equipment failure, or for interruption of service due to electric failure, strikes, walk-outs, war, acts of God, or other causes, including SSC's negligence or failure to perform any obligation. The estimated date work is to be substantially completed is not a definite completion date and time is not of the essence. In the event the work is delayed through no fault of SSC, SSC shall have such additional time for performance as may be reasonably necessary under the circumstances. Subscriber agrees to pay SSC the sum of \$1,000 per day for each business day the work is re-scheduled or delayed by Subscriber or others engaged by Subscriber through no fault of SSC on less than 24 hour notice to SSC. If installation is delayed for more than one year from date hereof through no fault of SSC, Subscriber agrees to pay an additional 5% of the contract Purchase Price upon installation. Subscriber assumes all risk of loss of material once delivered to the job site. SSC is authorized to make preparations such as drilling holes, driving nails, making attachments or doing any other thing necessary in SSC's sole discretion for the installation and service of the equipment, and SSC shall not be responsible for any condition created thereby as a result of such installation, service, or removal of the equipment, and Subscriber represents that the owner of the premises, if other than Subscriber, authorizes the installation of the equipment under the terms of this agreement.

11. **REPAIR SERVICE:** The parties agree that the equipment, once installed, is in the exclusive possession and control of the Subscriber, and it is Subscriber's sole responsibility to notify SSC if any equipment is in need of repair. SSC shall not be required to service the equipment unless it has received notice from Subscriber, and upon such notice, SSC shall, during the warranty period or if service has been contracted under paragraph 2b of this agreement, service the equipment to the best of its ability within 36 hours, exclusive of Saturday, Sunday and legal holidays, during the business hours of 9 a.m. and 5 p.m.

12. **SUBSCRIBER'S DUTY TO SUPPLY ELECTRIC AND TELEPHONE SERVICE:** Subscriber agrees to furnish, at Subscriber's expense, all 110 Volt AC power, electrical outlet, circuit breaker and dedicated electrical feed, internet connection, high speed broadband cable or DSL and IP Address, telephone hook-ups, RJ31x Block or equivalent, as deemed necessary by SSC.

13. **SUBSCRIBER RESPONSIBLE FOR FALSE ALARMS / PERMIT FEES / NON-SOLICITATION / ADDITIONAL COSTS / OTHER LICENSED TRADES / CO AND ECB VIOLATIONS / AND EXPERT WITNESS FEES:** Subscriber is responsible for all alarm permits and permit fees, agrees to file for and maintain any permits required by applicable law and AHJ and indemnify or reimburse SSC for any fees or fines relating to permits, code compliance or false alarms. SSC shall have no liability for permit fees, false alarms, false alarm fines, fire response, any damage to personal or real property or personal injury caused by fire department response to alarm, whether false alarm or otherwise, or the refusal of the fire department to respond. In the event of termination of fire response by the fire department this agreement shall nevertheless remain in full force and Subscriber shall remain liable for all payments provided for herein. Should SSC be required by existing or hereafter enacted law to perform any service or furnish any material not specifically covered by the terms of this agreement Subscriber agrees to pay SSC for such service or material. Subscriber agrees that it will not solicit for employment for itself, or any other entity, or employ, in any capacity any employee of SSC assigned by SSC to perform any service for or on behalf of Subscriber for a period of two years after SSC has completed providing service to Subscriber. In the event of Subscriber's violation of this provision, in addition to injunctive relief, SSC shall recover from Subscriber an amount equal to such employee's salary based upon the average three months preceding employee's termination of employment with SSC, times twelve, together with SSC's counsel and expert witness fees. Subscriber is responsible for engaging licensed trades to perform any work which SSC is not licensed to perform interconnecting the fire alarm to HVAC, elevators, appliances and other electronic and mechanical systems. It is Subscriber's responsibility to obtain a Certificate of Occupancy for the intended use of the premises affected by the fire alarm or obtain a Letter of No Objection from the AHJ if a Certificate of Occupancy is not available. It is Subscriber's sole responsibility to cure any building or Environmental Control Board violations. In the event Subscriber or any third party subpoenas or summons SSC requiring any services or appearances, Subscriber agrees to pay SSC \$150 per hour for such services and appearances. Subscriber shall reimburse SSC for any Monitoring Center charges for excessive signals.

14. **INDEMNITY / WAIVER OF SUBROGATION RIGHTS / ASSIGNMENTS:** Subscriber agrees to and shall defend, advance expenses for litigation and arbitration, including investigation, legal and expert witness fees, indemnify and hold harmless SSC, its employees, agents and subcontractors, from and against all claims, lawsuits, including those brought by third parties or Subscriber, including reasonable attorneys' fees and losses asserted against and alleged to be caused by SSC's performance, negligent performance, or failure to perform any obligation under or in furtherance of this agreement. Parties agree that there are no third-party beneficiaries of this agreement. Subscriber on its behalf and any insurance carrier waives any right of subrogation Subscriber's insurance carrier may otherwise have against SSC or SSC's subcontractors arising out of this agreement or the relation of the parties hereto. Subscriber shall not be permitted to assign this agreement without written consent of SSC, which shall not unreasonably be withheld. SSC shall have the right to assign this agreement to a company licensed to perform the services and shall be relieved of any obligations created herein upon such assignment.

15. **EXCULPATORY CLAUSE:** SSC and Subscriber agree that SSC is not an insurer and no insurance coverage is offered herein. The fire alarm and SSC's services are designed to detect and reduce certain risks of loss, though SSC does not guarantee that no loss or damage will occur. SSC is not assuming liability, and, therefore, shall not be liable to Subscriber or any other third party for any loss, economic or non-economic, business loss or interruption, consequential damages, in contract or tort, data corruption or inability to retrieve data, personal injury or property damage sustained by Subscriber or others as a result of equipment failure, human error, fire, smoke, water or any other cause whatsoever, regardless of whether or not such loss or damage was caused by or contributed to by SSC's breach of contract, negligent performance to any degree in furtherance of this agreement, any extra contractual or legal duty, strict products liability, or negligent failure to perform any obligation pursuant to this agreement or any other legal duty, except for gross negligence and willful misconduct. Subscriber releases SSC from any claims for contribution, indemnity or subrogation.

16. **INSURANCE / ALLOCATION OF RISK:** Subscriber shall maintain a policy of Comprehensive General Liability and Property Insurance for liability, casualty, fire, theft, and property damage under which Subscriber is named as Insured and SSC is named as additional Insured and which shall on a primary and non-contributing basis cover any loss or damage SSC's services are intended to detect to one hundred percent of the insurable value or potential risk. The parties intend that the Subscriber assume all potential risk and damage that may arise by reason of failure of the equipment, system or SSC's services and that Subscriber will look to its own insurance carrier for any loss or assume the risk of loss. SSC shall not be responsible for any portion of any loss or damage which is recovered or recoverable by Subscriber from insurance covering such loss or damage or for such loss or damage against which Subscriber is indemnified or insured. Subscriber and all those claiming rights under Subscriber waive all rights against SSC and its subcontractors for loss or damages caused by perils intended to be detected by SSC's services or covered by insurance to be obtained by Subscriber, except such rights as Subscriber or others may have to the proceeds of insurance.

17. **LIMITATION OF LIABILITY:** SUBSCRIBER AGREES THAT, EXCEPT FOR SSC'S GROSS NEGLIGENCE AND WILLFUL MISCONDUCT, SHOULD THERE ARISE ANY LIABILITY ON THE PART OF SSC AS A RESULT OF SSC'S BREACH OF CONTRACT, NEGLIGENT PERFORMANCE TO ANY DEGREE OR NEGLIGENT FAILURE TO PERFORM ANY OF SSC'S OBLIGATIONS PURSUANT TO THIS AGREEMENT OR ANY OTHER LEGAL DUTY, EQUIPMENT FAILURE, HUMAN ERROR, OR STRICT PRODUCTS LIABILITY, WHETHER ECONOMIC OR NON-ECONOMIC, IN CONTRACT OR IN TORT, THAT SSC'S LIABILITY SHALL BE LIMITED TO THE SUM OF \$250.00 OR 6 TIMES THE MONTHLY PAYMENT FOR SERVICES BEING PROVIDED AT TIME OF LOSS, WHICHEVER IS GREATER. IF SUBSCRIBER WISHES TO INCREASE SSC'S AMOUNT OF LIMITATION OF LIABILITY, SUBSCRIBER MAY, AS A MATTER OF RIGHT, AT ANY TIME, BY ENTERING INTO A SUPPLEMENTAL AGREEMENT, OBTAIN A HIGHER LIMIT BY PAYING AN ANNUAL PAYMENT CONSONANT WITH SSC'S INCREASED LIABILITY. THIS SHALL NOT BE CONSTRUED AS INSURANCE COVERAGE AND NOTWITHSTANDING THE FOREGOING, SSC'S LIABILITY SHALL NOT EXCEED ITS AVAILABLE INSURANCE COVERAGE.

SUBSCRIBER ACKNOWLEDGES THAT THIS AGREEMENT CONTAINS EXCULPATORY CLAUSE, INDEMNITY, INSURANCE, ALLOCATION OF RISK AND LIMITATION OF LIABILITY PROVISIONS.

18. **LEGAL ACTION / ARBITRATION / SECURITY INTEREST / BREACH / LIQUIDATED DAMAGES / AGREEMENT TO BINDING ARBITRATION:** The parties agree that due to the nature of the services to be provided by SSC, the payments to be made by the Subscriber for the term of this agreement form an integral part of SSC's anticipated profits; that in the event of Subscriber's default it would be difficult if not impossible to fix SSC's actual damages. Therefore, in the event Subscriber defaults in any payment or charges to be paid to SSC, Subscriber shall be immediately liable for any unpaid installation and invoiced charges plus 80% of the balance of all payments for the entire term of this agreement as LIQUIDATED DAMAGES.

SUBSCRIBER ACKNOWLEDGES THAT THIS AGREEMENT CONTAINS A LIQUIDATED DAMAGE CLAUSE.

Additionally, in the event SSC retained ownership of the communication system and Subscriber breaches this agreement SSC may, at its option, either remove its Communication System or deem same sold to Subscriber for 80% the amount specified as the agreed value of the communication system. SSC may, without prior notice, suspend or terminate its services in event of Subscriber's default in performance of this agreement and shall be permitted to terminate all its services under this agreement and deactivate the System without relieving Subscriber of any obligation herein and may notify AHJ of termination. All actions or proceedings by either party must be based on the provisions of this agreement. Any other action that Subscriber may have or bring against SSC in respect to services rendered in connection with this agreement shall be deemed to have merged in and be restricted to the terms and conditions of this agreement. In order to secure all indebtedness or liability of Subscriber to SSC, Subscriber hereby grants SSC a security interest in all of Subscriber's equipment, inventory and proceeds thereof, accounts receivables and cash on hand and SSC may execute and file UCC-1 statement. The prevailing party in any litigation or arbitration is entitled to recover its legal fees from the other party. The parties waive trial by jury in any action between them unless prohibited by law. In any action commenced by SSC against Subscriber, Subscriber shall not be permitted to interpose any counterclaim. SUBSCRIBER MAY BRING CLAIMS AGAINST SSC ONLY IN SUBSCRIBER'S INDIVIDUAL CAPACITY, AND NOT AS A CLASS ACTION PLAINTIFF OR CLASS ACTION MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. ANY DISPUTE BETWEEN THE PARTIES OR ARISING OUT OF THIS AGREEMENT, INCLUDING ISSUES OF ARBITRABILITY, SHALL, AT THE OPTION OF ANY PARTY, BE DETERMINED BY BINDING AND FINAL ARBITRATION BEFORE A SINGLE ARBITRATOR ADMINISTERED BY ARBITRATION SERVICES INC., ITS SUCCESSORS OR ASSIGNS, UNDER ITS ARBITRATION RULES AT WWW.ARBITRATIONSERVICESINC.COM AND THE FEDERAL ARBITRATION ACT, EXCEPT THAT NO PUNITIVE OR CONSEQUENTIAL DAMAGES MAY BE AWARDED. The arbitrator shall be bound by the terms of this agreement, and shall on request of a party, conduct proceedings by telephone, video, submission of papers or in-person hearing. By agreeing to this arbitration provision the parties are waiving their right to a trial before a judge or jury, waiving their right to appeal the arbitration award and waiving their right to participate in a class action. Any action between the parties must be commenced within one year of the accrual of the cause of action or shall be barred. Service of process or papers in any legal proceeding or arbitration between the parties may be made by First-Class Mail delivered by the U.S. Postal Service addressed to the party's address designated in this agreement, on file with an agency of the state, or any other address provided by the party in writing to the party making service. The parties submit to the jurisdiction and laws of Florida, except for arbitration which is governed by the FAA and the arbitration rules and agree that any litigation or arbitration between the parties shall be commenced and maintained in the county where SSC's principal place of business is located or Nassau County, New York.

SUBSCRIBER ACKNOWLEDGES THAT THIS AGREEMENT CONTAINS AN AGREEMENT TO ARBITRATE DISPUTES AND THAT ARBITRATION IS BINDING AND FINAL AND THAT SUBSCRIBER IS WAIVING SUBSCRIBER'S RIGHT TO TRIAL IN A COURT OF LAW AND OTHER RIGHTS.

19. **SSC'S RIGHT TO SUBCONTRACT SPECIAL SERVICES:** Subscriber agrees that SSC is authorized and permitted to subcontract any services to be provided by SSC to third parties who may be independent of SSC, and that SSC shall not be liable for any loss or damage sustained by Subscriber by reason of fire or any other cause whatsoever caused by the negligence of third parties and that Subscriber appoints SSC to act as Subscriber's agent with respect to such third parties, except that SSC shall not obligate Subscriber to make any payments to such third parties. Subscriber acknowledges that this agreement, and particularly those paragraphs relating to SSC's disclaimer of warranties, exemption from liability, even for its negligence, limitation of liability and indemnification, inure to the benefit of and are applicable to any assignees, subcontractors, manufacturers, vendors and Monitoring Center of SSC.

20. **MOLD, OBSTACLES AND HAZARDOUS CONDITIONS / FIRE STOP BREACH:** Subscriber shall notify SSC in writing of any undisclosed, concealed or hidden conditions in any area where installation is planned, and Subscriber shall be responsible for removal of such conditions. In the event SSC discovers the presence of suspected asbestos or other hazardous material SSC shall stop all work immediately and notify Subscriber. It shall be Subscriber's sole obligation to remove such conditions from the premises, and if the work is delayed due to the discovery of suspected asbestos or other hazardous material or conditions then an extension of time to perform the work shall be allowed and Subscriber agrees to compensate SSC for any additional expenses caused by the delay but not less than \$1000.00 per day until work can resume. If SSC, in its sole discretion, determines that continuing the work poses a risk to SSC or its employees or agents, SSC may elect to terminate this agreement on 3-day notice to Subscriber and Subscriber shall compensate SSC for all services rendered and material provided to date of termination. SSC shall be entitled to remove all its equipment and uninstalled equipment and material from the job site. Under no circumstances shall SSC be liable to Subscriber for any damage caused by mold or hazardous conditions or remediation thereof. SSC shall have no liability for any breach of fire stops or for inspection or certification of integrity of fire stops in the premises.

21. **FULL AGREEMENT / SEVERABILITY:** This agreement along with the Schedule of Equipment and Services constitutes the full understanding of the parties and may not be amended, modified or canceled, except in writing signed by both parties. Subscriber acknowledges and represents that Subscriber has not relied on any representation, assertion, guarantee, warranty, collateral agreement or other assurance, except those set forth in this Agreement. Subscriber hereby waives all rights and remedies, at law or in equity, arising, or which may arise, as the result of Subscriber's reliance on such representation, assertion, guarantee, warranty, collateral agreement or other assurance. To the extent this agreement is inconsistent with any other document or agreement, whether executed prior to, concurrently with or subsequent to this agreement the terms of this agreement shall govern. This agreement shall run concurrently with and shall not terminate or supersede any existing agreement between the parties unless specified herein. Should any provision of this agreement be deemed void, the remaining parts shall be enforceable.

SUBSCRIBER ACKNOWLEDGES RECEIVING A FULLY EXECUTED COPY OF THIS AGREEMENT AND SCHEDULE OF EQUIPMENT AND SERVICES AT TIME OF EXECUTION. READ THEM BEFORE YOU SIGN THIS AGREEMENT.

SECURITY SAFE COMPANY, INC.:

SUBSCRIBER:

By: \_\_\_\_\_

Subscriber: Signature by Authorized Officer Print Name

Dated: \_\_\_\_\_

Tax ID or EIN Address

The undersigned personally guarantees Subscriber's performance of this agreement and agrees to be bound by all terms as a party herein.

Signature (Name must be printed below) Social Security Number Residence Address

**SECURITY SAFE COMPANY, INC.**  
7585 216<sup>TH</sup> Street  
O'Brien, Florida 32071  
(386) 935-2832

**CALL LIST**

**SIGNAL AND ZONE CONFIRMATION**

Alarm system will communicate the following signals:

- Fire    Burglary    Panic    PERS    CO    Water Flow    Temperature
- Test    Trouble    Communication Failure    Power Failure

Communication By:    POTS    Digital    Radio    Cellular    Internet    VoIP

Zones: SECURITY SAFE COMPANY, INC. (hereinafter referred to as "SSC" or "ALARM COMPANY") has programmed and tested each of the following zones:

1.	6.	11.	16.
2.	7.	12.	17.
3.	8.	13.	18.
4.	9.	14.	19.
5.	10.	15.	20.

1. PRIMARY RESPONDER DISCLOSURE: Subscriber understands that a (1) 911 center, (2) public safety answering point, or (3) communications center, (Collectively referred to herein as "PUBLIC RESPONDERS"), may be designated as the primary responder. Subscriber assumes all liability should one of these three not be selected as the Primary responder.

2. Upon SSC receiving an emergency alarm from the Subscriber's system, Subscriber hereby directs SSC to contact these responders in this specific order:

**AUTHORIZED INDIVIDUALS TO BE NOTIFIED**  
(Individuals to be notified in the event of an alarm condition.)

Subscriber may select any individual he or she designates, or any PUBLIC RESPONDER in the Jurisdiction from which alarm is received.

Responder Contact List	
Name	Telephone Number
First & Primary Contact:	
1. PUBLIC RESPONDER	
2.	
3.	
4.	
5.	

3. SSC dispatches to PUBLIC RESPONDER upon receipt of a fire alarm and will then call those on the list in order of priority. Initial here if you do not want SSC to call Subscriber on fire alarm \_\_\_\_\_.

4. Subscriber agrees that should any PUBLIC RESPONDER not be designated as the **primary** responder, then the Subscriber's PUBLIC RESPONDERS shall become the default secondary responder after the personal emergency response provider has attempted, without success, to notify all other responders designated by Subscriber.

5. Some jurisdictions require telephone call or other method of verification before dispatching PUBLIC RESPONDERS. Initial here if Subscriber does not want PUBLIC RESPONDER called unless the alarm signal has been verified as reporting an emergency event \_\_\_\_\_. Note that this does not apply to fire or carbon monoxide alarms and PUBLIC RESPONDERS will be dispatched without prior verification of the alarm signal.

6. SSC hereby agrees to provide PUBLIC RESPONDERS, if designated as a responder by the Subscriber, the name of the customer, the location from which the customer's alarm was received, and any other information as may be requested.

7. Following any notification to the PUBLIC RESPONDER, SSC shall attempt to notify others on the Subscriber's list in the order provided by Subscriber. Unless otherwise provided in the list SSC will make a reasonable effort to contact the first person reached or notified on the list either via telephone call, text or email message. No more than one call to the list shall be required and any form of notification provided for herein, including leaving a message on an answering machine, shall be deemed reasonable compliance with SSC's notification obligation. Subscriber may provide SSC with a set of directives for voice to voice contact with the responders. For nonpublic responder numbers Subscriber represents that all call numbers are accurate and Subscriber has been authorized by the owners of such numbers to provide such numbers to be called in accordance with Subscriber's alarm services.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Subscriber's Signature

Licensed by the State of Florida, Dept. of Business & Professional Regulation  
License No.: EF20001247

**SECURITY SAFE COMPANY, INC.**  
7585 216<sup>TH</sup> Street  
O'Brien, Florida 32071  
(386) 935-2832

**NOTICE OF CANCELLATION**

SECURITY SAFE COMPANY, INC. (hereinafter referred to as "SSC" or Seller) to enter date of transaction

\_\_\_\_\_  
Date

North Florida Water Utility Authority

\_\_\_\_\_  
Customer Name

17391 Railroad Street, Live Oak, FL 32060

\_\_\_\_\_  
Customer Address

You may CANCEL this transaction, without any penalty or obligation, within THREE BUSINESS DAYS from the above date.

If you cancel, any property traded in, any payments made by you under the contract or sale, and any negotiable instrument executed by you will be returned within TEN BUSINESS DAYS following receipt by SSC of your cancellation notice, and any security interest arising out of the transaction will be canceled.

If you cancel, you must make available to SSC at your residence, in substantially as good condition as when received, any goods delivered to you under this contract or sale, or you may if you wish, comply with the instructions of SSC regarding the return shipment of the goods at SSC's expense and risk.

If you do make the goods available to SSC and SSC does not pick them up within 20 days of the date of your notice of cancellation, you may retain or dispose of the goods without any further obligation. If you fail to make the goods available to SSC, or if you agree to return the goods to SSC and fail to do so, then you remain liable for performance of all obligations under the contract.

To cancel this transaction, mail or deliver a signed and dated copy of this Cancellation Notice or any other written notice, or send a telegram to:

SECURITY SAFE COMPANY, INC.  
7585 216<sup>TH</sup> Street  
O'Brien, FL 32071

NOT LATER THAN MIDNIGHT OF \_\_\_\_\_  
SSC to enter date by which buyer must give notice of cancellation.

I HEREBY CANCEL THIS TRANSACTION:

\_\_\_\_\_  
Date of Cancellation to be entered by buyer

\_\_\_\_\_  
Buyer's Signature

2 COPIES OF THIS FORM RECEIVED BY  
BUYER ON DATE OF TRANSACTION

\_\_\_\_\_  
Buyer to sign above to acknowledge receipt of these forms

**SECURITY SAFE COMPANY, INC.**  
7585 216<sup>TH</sup> Street  
O'Brien, Florida 32071  
(386) 935-2832

**ACH RECURRING PAYMENT AND CREDIT CARD AUTHORIZATION FORM**

**Here's How Recurring Payments Work:**

You authorize regularly scheduled charges to your checking, savings account, or credit card. You will be charged the amount indicated below each billing period during the initial term of my agreement and all automatic renewal terms. The charge will appear on your bank statement as an "ACH Debit" or your credit card statement. You agree that no prior-notification will be provided unless the date or amount changes, in which case you will receive notice from us at least 10 days prior to the payment being collected.

**Please complete the information below:**

I, North Florida Water Utility Authority authorize SECURITY SAFE COMPANY, INC.  
(full name)

to charge my  bank account or  credit card indicated below on the  1<sup>st</sup> or  15<sup>th</sup> of each month,  
for payment of any open invoice on my account to include equipment, monitoring, or service charges.

Billing Address: \_\_\_\_\_

Email Address: \_\_\_\_\_

**Select payment method below:**

**AUTOMATED ACH FROM BANK ACCOUNT PAYMENT:**

Account Type:	<input type="checkbox"/> Checking	<input type="checkbox"/> Savings
Name on Acct	_____	
Bank Name	_____	
Account Number	_____	
Bank Routing #	_____	
Bank City/State	_____	

**I understand that this authorization will remain in effect until I cancel it in writing**, and I agree to notify SECURITY SAFE COMPANY, INC. in writing of any changes in my account information or termination of this authorization at least 15 days prior to the next billing date. If the above noted periodic payment dates fall on a weekend or holiday, I understand that the payment may be executed on the next business day. I understand that because this is an electronic transaction, these funds may be withdrawn from my account, or charged to my credit card, on the above noted periodic transaction dates. In the case of a transaction being rejected for Non-Sufficient Funds (NSF) I understand that SECURITY SAFE COMPANY, INC. may at its discretion attempt to process the charge again within 30 days, and I agree to an additional \$35.00 charge for each attempt returned NSF which will be initiated as a separate transaction from the authorized recurring payment. I acknowledge that the origination of recurring transactions to my account must comply with the provisions of U.S. Law. I agree not to dispute this recurring billing with my bank or credit card company so long as the transactions correspond to the terms indicated in this authorization form. I agree that an ACH or credit card denial will constitute a breach of my payment obligation in my agreement with SECURITY SAFE COMPANY, INC. A 2.5% convenience charge will be placed on all Credit Card transactions over \$500.00.

**AUTOMATED CREDIT CARD PAYMENT:**

Credit Card #: \_\_\_\_\_ Expiration Date: \_\_\_\_\_ Security Code: \_\_\_\_\_

Mastercard  Visa  American Express  \_\_\_\_\_

Cardholder's Name (As it appears on credit card): \_\_\_\_\_

Billing Address: \_\_\_\_\_

Email Address: \_\_\_\_\_

**SIGNATURE** \_\_\_\_\_

**DATE** \_\_\_\_\_

## NORTH FLORIDA WATER UTILITIES AUTHORITY STANDARD SHORT FORM ADDENDUM

**Per diem and travel expenses of authorized persons.** All per diem and travel expenses related to SECURITY SAFE COMPANY, INC. ("SSC") goods or services provided to NORTH FLORIDA WATER UTILITIES AUTHORITY ("Purchaser", "NFWUA", "Customer" or "Client") under the Standard Fire Alarm Agreement dated effective March \_\_, 2026, (the "Agreement"), if any, are subject to and limited by Florida Statutes s. 112.061, as from time to time amended.

**Florida Public Records Laws Compliance.** SSC acknowledges Client's obligations under Art. 1, Section 24, Florida Constitution, and Chapter 119, Florida Statutes, as from time to time amended (together, the Public Records Laws), to release public records to members of the public upon request. SSC acknowledges that Client is required to comply with the Public Records Laws in the handling of the materials created under this Agreement and that the Public Records Laws control over any contrary terms in this Agreement. SSC shall comply with all requirements of Chapter 119, Florida Statutes, to the extent applicable to the records and documents associated with this Agreement. In accordance with Section 119.0701(3)(a), Florida Statutes (or successor statutes), a request to inspect or copy public records related to this Agreement must be made directly to Client.

**IF SSC HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO SSC'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT SHANNON ROBERTS AS PUBLIC RECORDS CUSTODIAN AT (386) 590-0732, [shannonr@nfwua.org](mailto:shannonr@nfwua.org), NFWUA, P.O. Box 1266, Lake City, FL 32056.**

**Choice of Florida Law and Venue.** Customer is an independent special district of the State of Florida. Notwithstanding any contrary provision in this Agreement, Florida law shall control the interpretation and enforcement of this Agreement and as to all contractual duties and responsibilities between the parties. Venue shall lie in Circuit Court in Columbia County, Florida, or if federal jurisdiction applies, in the U.S. District Court for the Middle District of Florida, Jacksonville Division.

**Nondiscrimination Compliance by Client.** The Client is a public body which does not discriminate regardless of race, religion, nationality, or gender in the bidding and award process for contracts and commodities. Pursuant to s. 287.05701, Florida Statutes, as amended, the Client may not request documentation of or consider a vendor's social, political, or ideological interests when determining if the vendor is a responsible vendor and may not give preference to a vendor based on the vendor's social, political, or ideological interests.

**Limitation on Customer's Liability for Indemnification or Tort Claims.** Customer is an agency or subdivision of the State of Florida for purposes of Florida Statutes s. 768.28 re waiver of sovereign immunity in tort actions. Nothing in the Agreement is intended to serve as a waiver of Customer's sovereign immunity nor does it extend Customer's liability beyond the limits established in Section 768.28, Florida Statutes. Customer does not waive any defense of sovereign immunity or increase the limits of its liability by entering into this Agreement.

**Tax-Exempt Status.** Customer has provided SSC with a true copy of Customer's Florida State Sales Tax Exemption Certificate. Customer shall not be subject to any sales or use taxes related to the services or products provided to Customer by SSC under the Agreement.

**Supplementary.**

**SSC shall mail all paper invoices, written notices, and correspondence to NFWUA's post office address: NFWUA, P.O. Box 1266, Lake City, FL 32056.**

**In compliance with Florida Statutes, SSC shall complete, execute under oath, and return to NFWUA a Florida statutory (Anti) Human Trafficking Affidavit concurrent with SSC's entry into this Agreement.**

Duly executed as an Addendum to the Agreement on the dates set forth below:

CONTRACTOR:

CLIENT:

**SECURITY SAFE COMPANY, INC.**

**NORTH FLORIDA WATER UTILITIES AUTHORITY**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Rocky Ford, Chairman of the Board

Title: \_\_\_\_\_

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

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

## NORTH FLORIDA WATER UTILITIES AUTHORITY STANDARD SHORT FORM ADDENDUM

**Per diem and travel expenses of authorized persons.** All per diem and travel expenses related to SECURITY SAFE COMPANY, INC. ("SSC") goods or services provided to NORTH FLORIDA WATER UTILITIES AUTHORITY ("Purchaser", "NFWUA", "Customer" or "Client") under the Standard Commercial Security Agreement dated effective March \_\_, 2026, (the "Agreement"), if any, are subject to and limited by Florida Statutes s. 112.061, as from time to time amended.

**Florida Public Records Laws Compliance.** SSC acknowledges Client's obligations under Art. 1, Section 24, Florida Constitution, and Chapter 119, Florida Statutes, as from time to time amended (together, the Public Records Laws), to release public records to members of the public upon request. SSC acknowledges that Client is required to comply with the Public Records Laws in the handling of the materials created under this Agreement and that the Public Records Laws control over any contrary terms in this Agreement. SSC shall comply with all requirements of Chapter 119, Florida Statutes, to the extent applicable to the records and documents associated with this Agreement. In accordance with Section 119.0701(3)(a), Florida Statutes (or successor statutes), a request to inspect or copy public records related to this Agreement must be made directly to Client.

**IF SSC HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO SSC'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT SHANNON ROBERTS AS PUBLIC RECORDS CUSTODIAN AT (386) 590-0732, [shannonr@nfwua.org](mailto:shannonr@nfwua.org), NFWUA, P.O. Box 1266, Lake City, FL 32056.**

**Choice of Florida Law and Venue.** Customer is an independent special district of the State of Florida. Notwithstanding any contrary provision in this Agreement, Florida law shall control the interpretation and enforcement of this Agreement and as to all contractual duties and responsibilities between the parties. Venue shall lie in Circuit Court in Columbia County, Florida, or if federal jurisdiction applies, in the U.S. District Court for the Middle District of Florida, Jacksonville Division.

**Nondiscrimination Compliance by Client.** The Client is a public body which does not discriminate regardless of race, religion, nationality, or gender in the bidding and award process for contracts and commodities. Pursuant to s. 287.05701, Florida Statutes, as amended, the Client may not request documentation of or consider a vendor's social, political, or ideological interests when determining if the vendor is a responsible vendor and may not give preference to a vendor based on the vendor's social, political, or ideological interests.

**Limitation on Customer's Liability for Indemnification or Tort Claims.** Customer is an agency or subdivision of the State of Florida for purposes of Florida Statutes s. 768.28 re waiver of sovereign immunity in tort actions. Nothing in the Agreement is intended to serve as a waiver of Customer's sovereign immunity nor does it extend Customer's liability beyond the limits established in Section 768.28, Florida Statutes. Customer does not waive any defense of sovereign immunity or increase the limits of its liability by entering into this Agreement.

**Tax-Exempt Status.** Customer has provided SSC with a true copy of Customer’s Florida State Sales Tax Exemption Certificate. Customer shall not be subject to any sales or use taxes related to the services or products provided to Customer by SSC under the Agreement.

**Supplementary.**

**SSC shall mail all paper invoices, written notices, and correspondence to NFWUA’s post office address: NFWUA, P.O. Box 1266, Lake City, FL 32056.**

**In compliance with Florida Statutes, SSC shall complete, execute under oath, and return to NFWUA a Florida statutory (Anti) Human Trafficking Affidavit concurrent with SSC’s entry into this Agreement.**

Duly executed as an Addendum to the Agreement on the dates set forth below:

CONTRACTOR:

CLIENT:

**SECURITY SAFE COMPANY, INC.**

**NORTH FLORIDA WATER UTILITIES AUTHORITY**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Rocky Ford, Chairman of the Board

Title: \_\_\_\_\_

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

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

HUMAN TRAFFICKING AFFIDAVIT

In compliance with Section 787.06(14), Florida Statutes, this affidavit must be completed by an officer or representative of a nongovernmental entity that is executing, renewing, or extending a contract with the North Florida Water Utilities Authority, an independent special district of the State of Florida (the "Governmental Entity").

The undersigned, on behalf of the entity listed below (the "Nongovernmental Entity"), hereby attests under penalty of perjury as follows:

1. I am over the age of 18 and I have personal knowledge of the matters set forth herein.
2. I am an officer or representative of \_\_\_\_\_, a nongovernmental entity and I am authorized to provide this affidavit on behalf of the Nongovernmental Entity.
3. Nongovernmental Entity, and any of its subsidiaries or affiliates, do not use coercion for labor or services, as those terms are defined in Section 787.06, Florida Statutes, as may be amended from time to time.
4. If, at any time in the future, Nongovernmental Entity does use coercion for labor or services, Nongovernmental Entity will immediately notify Governmental Entity and no contracts may be executed, renewed, or extended between the parties.
5. I have read the foregoing affidavit and confirm that the facts stated in it are true, and are made for the benefit of, and reliance by, Governmental Entity.

Company: \_\_\_\_\_  
Authorized Signature: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Notarial Certificate Follows on Page 2

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

The foregoing instrument was sworn to, subscribed, and acknowledged before me by means of  physical presence or  online notarization, this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_ as \_\_\_\_\_ on behalf of the company/corporation. They are personally known to me or have produced \_\_\_\_\_ as identification.

(Affix Notary Stamp or Seal)

Notary Public Signature: \_\_\_\_\_

Print, Type, or Stamp Name of Notary: \_\_\_\_\_

My commission expires: \_\_\_\_\_

## Agenda Item #12 - NFWUA Board Member Compensation

### OBJECTIVE:

Discussion and possible action to approve compensation for NFWUA board members

### CONSIDERATIONS:

- In past meetings, the topic of Board Member compensation has been discussed but no action was taken
- In light of recent discussions about the recruitment of private citizens to potentially replace county commissioners holding board member seats, compensation could be a factor that influences candidates to apply
- \$200 compensation per board member per meeting is an amount to consider, although it is unlikely to fully cover the opportunity cost of preparing for, participating in, and traveling to and from meetings
- The attached documentation provides additional details to see the impact of an increase in meetings per month, higher rate of compensation and annual costs

(See attached document)

### BUDGET IMPACT:

Not budgeted

### RECOMMENDATION:

Approval of \$200 per meeting per month compensation for NFWUA members

### NFWUA Board Member Compensation Options

Monthly Amount	Meeting Frequency	Annual Cost	Cost for Remainder of FY 2025/26
\$200	1 Mtg Per Month	\$12,000	\$6,000
\$300	1 Mtg Per Month	\$18,000	\$9,000
\$200	2 Mtg Per Month	\$24,000	\$12,000
\$300	2 Mtg Per Month	\$36,000	\$18,000

## Agenda Item #13 - NFWUA Interlocal Agreement Amendment

### OBJECTIVE:

Discussion and possible action to approve an NFWUA Interlocal Agreement Amendment

### CONSIDERATIONS:

- The recruitment of new board members has been discussed in previous meetings
- Some of the recruitment discussions considered an approach to modify or broaden the candidate pool beyond the scope of the NFWUA service area
- Broadening or changing the scope would require a review of Article VI Board Composition, Officers, and Meetings of the current interlocal agreement language and proposed new language
- If the board decides to modify or amend Article VI , the associated changes should be codified and submitted to the respective member boards for ratification

### BUDGET IMPACT:

Budgeted items

### RECOMMENDATION:

Requesting approval of the payments for bills and vouchers for the period.

## PROPOSED LANGUAGE

### VI. BOARD COMPOSITION, OFFICERS, AND MEETINGS

- a. The Board initially shall be composed of two (2) members appointed by the Board of County Commissioners of each of the Counties. Each Board member shall be appointed by his or her respective appointing Board of County Commissioners for a term of one year or until a successor is appointed, and shall be a resident of one of the Counties, or of any other county in the State of Florida that is geographically adjacent to one of the Counties.
- b. In the event of the addition of another member County, there shall be two Board seats created for appointment by the Board of County Commissioners for each new member County, filled and held in accordance with this agreement.
- c. In order to ensure an odd number of members of the Board, the members of the Board as appointed by the Boards of County Commissioners shall nominate and appoint one additional member to the Board, who shall be a resident of one of the Counties, or of any other county in the State of Florida that is geographically adjacent to one of the Counties, for a term of one year or until a successor is appointed.
- d. Vacancies shall be filled by the appropriate Board of County Commissioners, or by the Board as to the additional member of the Board, making sure that each County has at least two (2) appointed representatives on the Board at all times.
- e. The Board shall elect by majority vote from among its members a Chairperson and Vice-Chairperson. The Vice-Chairperson shall not be an appointee of the same Board of County Commissioners that appointed the Chairperson. The term of each office shall be one year or until a successor in office is elected.
- f. The Board shall meet at least once each quarter or more often if deemed necessary by the Chairperson to transact the business of the Board.
- g. A quorum for the purpose of transacting business shall be a simple majority of the full Board membership. A simple majority of a quorum shall be necessary to decide any question.
- h. The Board may adopt bylaws consistent with this Agreement to govern the conduct of its meetings and the taking of official action pursuant to the Board's enumerated powers.

## ORIGINAL LANGUAGE

### VI. BOARD COMPOSITION, OFFICERS, AND MEETINGS

- a. The Board initially shall be composed of two (2) members from each of the Counties. Each Board member shall be appointed by his or her respective Board of County Commissioners for a term of one year or until a successor is appointed.
- b. In the event of the addition of another member County, there shall be two Board seats created for each new member County, filled and held in accordance with this agreement.
- c. In order to ensure an odd number of members of the Board, the members of the Board as appointed by the Boards of County Commissioners shall nominate and appoint one additional member to the Board, who shall be a resident of one of the Counties, for a term of one year or until a successor is appointed.
- d. Vacancies shall be filled by the appropriate Board of County Commissioners, or by the Board as to the additional member of the Board, making sure that each County has at least two (2) appointed representatives on the Board at all times.
- e. The Board shall elect by majority vote from among its members a Chairperson and Vice-Chairperson. The Vice-Chairperson shall not be an appointee of the same Board of County Commissioners that appointed the Chairperson. The term of each office shall be one year or until a successor in office is elected.
- f. The Board shall meet at least once each quarter or more often if deemed necessary by the Chairperson to transact the business of the Board.
- g. A quorum for the purpose of transacting business shall be a simple majority of the full Board membership. A simple majority of a quorum shall be necessary to decide any question.
- h. The Board may adopt bylaws consistent with this Agreement to govern the conduct of its meetings and the taking of official action pursuant to the Board's enumerated powers.

# Agenda Item #14 -Ellisville Wastewater Plant Recommendation

## OBJECTIVE:

Review of proposed plant upgrade/expansion options and recommendation of proposed solution

## CONSIDERATIONS:

- A team of staff/personnel from Arcadis Engineering, Columbia County, and NFWUA have been collaborating regarding potential retrofits and expansion options that will meet the 3 mg/L Total Nitrogen requirement for the Santa Fe Basin Management Action Plan (BMAP) for the Ellisville Wastewater Treatment Plant
- Arcadis has met with different wastewater plant vendors to formulate three (3) viable options to achieve BMAP compliance and address capacity needs for the Ellisville Wastewater Treatment Plant

Company	Cost	Treatment Capacity
Mack Industries	\$7.01M	100,000 Gals
New Terra	\$7.34M	100,000 Gals
H2O Innovations	\$10.1M	100,000 Gals

- Please refer to the attached documentation for additional details for each solution

## BUDGET IMPACT:

NA

## RECOMMENDATION:

Requesting board recommendation of a proposed plant upgrade/expansion solution

**North Florida Water Utilities Authority**  
**Ellisville WWTP Engineering Assessment**  
**Comparison of Alternatives to Meet the Lower TN Limit**  
**Revised 3/4/2026**

Item/Parameter/Equipment	Mack Industries		WWW Treatment Plant Vendor(s)	
	Retrofit Existing Treatment Trains, Fixed Media Filtration	Retrofit Existing Treatment Trains, MBR Filtration	NewTerra	H2O Innovation
<b>Proposed Work</b>				
Average Daily Flow (ADF)	100,000 gpd	100,000 gpd	100,000 gpd	100,000 gpd
Maximum Daily Flow (MDF)	250,000 gpd	250,000 gpd	250,000 gpd	250,000 gpd
Effluent Total Nitrogen Concentration	< 3 mg/L	< 3 mg/L	< 3 mg/L	< 3 mg/L
No. Treatment Trains	4 (Two New Treatment Trains Required)	2 (Only Existing Treatment Trains Required)	2 (Only Existing Treatment Trains Required)	2 (Only Existing Treatment Trains Required)
Primary Clarifier Tank	Not Required	Required Total Volume (12,800 gal) Existing Available Volume (12,800 gal) Additional Volume Needed (0 gal)	Required Total Volume (12,800 gal) Existing Available Volume (12,800 gal) Additional Volume Needed (0 gal)	Not Required
Screening	Course Screening (48" Static Screen used for all four Treatment Trains)	Fine Screening (per Treatment Train)	Fine Screening (per Treatment Train)	Fine Screening (per Treatment Train)
Flow Equalization Tank	Required Total Volume (25,600 gal) Existing Available Volume (12,800 gal) Additional Volume Needed (12,800 gal)	Required Total Volume (25,000 gal) Existing Available Volume (12,800 gal) Additional Volume Needed (12,200 gal)	Required Total Volume (25,000 gal) Existing Available Volume (12,800 gal) Additional Volume Needed (12,200 gal)	Required Total Volume (25,000 gal) Existing Available Volume (12,800 gal) Additional Volume Needed (12,200 gal)
Sludge Holding Tank	Required Total Volume (33,884 gal) Existing Available Volume (16,942 gal) Additional Volume Needed (16,942 gal)	Required Total Volume (31,626 gal) Existing Available Volume (13,728 gal) Additional Volume Needed (17,898 gal)	Required Total Volume (31,626 gal) Existing Available Volume (13,728 gal) Additional Volume Needed (17,898 gal)	Required Total Volume (43,400 gal) Existing Available Volume (16,942 gal) Additional Volume Needed (26,458 gal)
Pre-Anoxic Tank	Required Total Volume (33,884 gal) Existing Available Volume (16,942 gal) Additional Volume Needed (16,942 gal)	Required Total Volume (19,148 gal) Existing Available Volume (16,942 gal) Additional Volume Needed (2,206 gal)	Required Total Volume (19,148 gal) Existing Available Volume (16,942 gal) Additional Volume Needed (2,206 gal)	Required Total Volume (16,942 gal) Existing Available Volume (16,942 gal) Additional Volume Needed (0 gal)
Aeration Tank(s)	Required Total Volume (186,362 gal) Existing Available Volume (50,826 gal) Additional Volume Needed (135,536 gal)	Required Total Volume (41,168 gal) Existing Available Volume (42,355 gal) Additional Volume Needed (-1,187 gal)	Required Total Volume (41,168 gal) Existing Available Volume (42,355 gal) Additional Volume Needed (-1,187 gal)	Required Total Volume (50,826 gal) Existing Available Volume (50,826 gal) Additional Volume Needed (0 gal)
Post Anoxic Tank	Required Total Volume (16,942 gal) Existing Available Volume (8,471 gal) Additional Volume Needed (8,471 gal)	Required Total Volume (7,244 gal) Existing Available Volume (8,471 gal) Additional Volume Needed (-1,227 gal)	Required Total Volume (7,244 gal) Existing Available Volume (8,471 gal) Additional Volume Needed (-1,227 gal)	Required Total Volume (13,728 gal) Existing Available Volume (13,728 gal) Additional Volume Needed (0 gal)
Clarifier Tank(s)	Add Two Clarifier Tanks per Proposed Treatment Trains 3 and 4	Not Required, Converted to Sludge Holding Tanks(2)	Not Required, Converted to Sludge Holding Tanks(2)	Not Required, Converted to Post Anoxic Tank
Filtration	Fixed Media	Membrane Bio Reactor	Membrane Bio Reactor	Membrane Bio Reactor
Disinfection	Sodium Hypochlorite	UV Reactors	UV Reactors	UV Reactors
Chlorine Contact Tank (s)	Keep Existing CCCs for Existing Treatment Trains 1 and 2. Add one CCC per Proposed Treatment Trains 3 and 4	Not Required	Not Required	Not Required
Chemical Usage	Alkalinity Control, Carbon Source, Sodium Hypochlorite	Sodium Hydroxide, Micro C 2000, Sodium Hypochlorite, and Citric Acid	Sodium Hydroxide, Micro C 2000, Sodium Hypochlorite, and Citric Acid	Sodium Hydroxide, Carbon Source, Sodium Hypochlorite, Citric Acid
Pumps (Non-Chemical)	Flow EQ Tank Pumps, RAS Air Lift Pumps, Decant Air Lift Pump, Mixed Liquor Recycle Pumps, and Mixed Media Filter Pumps	Aeration Tank Wasting Pump, Decant Pump, Post-Anoxic-to-Membrane Feed Pumps, Permate Pumps, Backwash Tank Pump	Aeration Tank Wasting Pump, Decant Pump, Post-Anoxic-to-Membrane Feed Pumps, Permate Pumps, Backwash Tank Pump	Internal Recirculation Pump, Permate/CIP Pump, RAS/WAS Pump
Mixers/Agitators	Pre-Anoxic Tank (2), Post Anoxic Tank (2)	Pre-Anoxic Tank (4), Post Anoxic Tank (4)	Pre-Anoxic Tank (4), Post Anoxic Tank (4)	Pre-Anoxic (2), Post-Anoxic (2)
Bubble Diffusers	Coarse Bubble Diffusers for Aeration Tanks and Sludge Holding Tank (1 Set per Treatment Train)	Fine Bubble Diffuser (Aeration Tank (1 Set per Train), Coarse Bubble Diffusers in Existing Sludge Storage Tank (1 Set per Train))	Fine Bubble Diffuser (Aeration Tank (1 Set per Train), Coarse Bubble Diffusers in Existing Sludge Storage Tank (1 Set per Train))	Fine Bubble Diffuser (Aerobic Tanks (3 Sets per Treatment Train), Coarse Bubble Diffusers in Existing Sludge Storage Tank (1 Set per Treatment Train))
Blowers	Flow EQ Tank (2 per Treatment Train), Aeration Tanks and Sludge Storage Tank (2 per Treatment Train)	Aerobic Tank (2), Membrane Tanks (3), EQ Tanks (2), Sludge Storage (2)	Aerobic Tank (2), Membrane Tanks (3), EQ Tanks (2), Sludge Storage (2)	Aerobic Tanks (1), Membrane Tank (1), EQ Tanks (2), Sludge Storage (2)
Operation	Manual w/ Auto Dialer Alarm	Automated w/ PLC Control	Automated w/ PLC Control	Automated w/ PLC Control
Capacity Impact (One Train Out of Service)	75,000 GPD	50,000 GPD	50,000 GPD	50,000 GPD
<b>ESTIMATED CAPITAL COSTS</b>	<b>\$7,008,700</b>	<b>\$7,339,100</b>	<b>\$7,339,100</b>	<b>\$10,100,600</b>

North Florida Water Utility Authority Mack Industries OPCC Summary  
 South Columbia County Regional Wastewater Treatment Facility  
 Alternative 1 Mack Industries: One 50,000 gpd Packaged WWTP Trains w/ 6 RIBs, Treatment Train Process Mods for Existing Train Nos. 1 and 2

Date: **March 4, 2026**

Bid Item	Work Item	Description	Qty.	Unit	Unit Material Cost	Unit Labor Cost	Installed Cost
1	1	Silt Fence	2,000	LF	\$2.35	\$2.35	\$9,400
	2	Site Fencing	2,000	LF	\$21	\$15	\$72,000
	3	Packaged Wastewater Treatment P	1	EA	\$2,500,000	-	\$2,500,000
	4	Treatment Train 1 Process Modifica	1	LS	\$358,000	-	\$358,000
	5	Treatment Train 2 Process Modifica	1	LS	\$266,000	-	\$266,000
	6	Dumpster	2	EA	\$1,250	-	\$2,500
	7	Pipe Supports	1	LS	\$9,500	\$5,500	\$15,000
	8	Painting	1	LS	\$7,000	\$5,000	\$12,000
	9	Water Service	1	LS	\$11,500	\$5,500	\$17,000
	10	6" PVC Forcemain	100	LF	\$43	\$43	\$8,500
	11	8" PVC Gravity Sewer	750	LF	\$56.65	\$56.65	\$85,000
	12	Chemical Feed Pump	10	EA	\$1,150	\$350	\$15,000
	13	1/4"/1/2" Chemical Feed Tubing/Pip	1,600	LF	\$11	\$11	\$36,000
	14	6" Plug Valve	8	EA	\$2,300	\$1,133	\$27,500
	15	Electrical and I&C Improvements	1	LS	-	-	\$483,000
2	16	Rapid Infiltration Basin Construction	1	LS	\$151,000	-	\$151,000
3	17	Access Drive Extension	700	SY	\$17	\$11	\$20,000
<b>Subtotal (Rounded):</b>							<b>\$4,078,000</b>
Bonds (2%):							\$82,000
Mobilization (5%):							\$204,000
Demobilization (2.5%):							\$102,000
Contractor Overhead & Profit (15%):							\$611,700
<b>Construction Subtotal:</b>							<b>\$5,077,700</b>
Contingency (30%):							\$1,523,000
Engineering and Administration (10%):							\$408,000
<b>Total Estimated Capital Cost:</b>							<b>\$7,008,700</b>

North Florida Water Utility Authority  
 South Columbia County Regional Wastewater Treatment Facility  
 Alternative 2 NewTerra: Treatment Train Process Mods for Existing Train Nos. 1 and 2 w/ 6 RIBs and MBR System

NewTerra OPCC Summary

Date: March 4, 2026

Bid Item	Work Item	Description	Qty.	Unit	Unit Material Cost	Unit Labor Cost	Installed Cost
1	1	Silt Fence	2,000	LF	\$2.35	\$2.35	\$9,400
	2	Site Fencing	2,000	LF	\$21	\$15	\$72,000
	3	Treatment Train 1 and 2 Process Modifications, Add MBR System	1	LS	\$1,982,000	\$594,600	\$2,576,600
	4	Dumpster	2	EA	\$1,250	-	\$2,500
	5	Pipe Supports	1	LS	\$9,500	\$5,500	\$15,000
	6	Painting	1	LS	\$7,000	\$5,000	\$12,000
	7	Water Service	1	LS	\$11,500	\$5,500	\$17,000
	8	6" PVC Forcemain	100	LF	\$43	\$43	\$8,500
	9	8" PVC Gravity Sewer	750	LF	\$56.65	\$56.65	\$85,000
	10	1/4"/1/2" Chemical Feed Tubing/Piping	2,000	LF	\$11	\$11	\$45,000
	11	6" Plug Valve	6	EA	\$2,300	\$1,133	\$20,600
	12	MBR/Treatment Trains - Miscellaneous Interconnected Piping	1	LS	\$100,000	\$ 30,000.00	\$130,000
	13	Additional Flow Equalization/Sludge Holding Tank Blowers	4	EA	\$65,000	\$ 19,500.00	\$338,000
	14	Additional Diffuser Grids for Sludge Holding Tanks	2	EA	\$50,000	\$ 15,000.00	\$130,000
2	15	Additional Flow Equalization Blower - Concrete Pads	4	CY	1,000	\$ 300.00	\$5,200
	16	Additional Flow Equalization Tank - Precast Concrete	40	CY	\$1,500	\$ 450.00	\$78,000
	17	Additional Sludge Storage Tank - Precast Concrete	40	CY	\$1,500	\$ 450.00	\$78,000
	18	Concrete Slabs for Above-Ground Tanks (MBR System)	94	CY	\$1,000	\$ 300.00	\$122,100
3	19	Electrical and I&C Improvements (20% of Equipment Cost)	1	LS	-	-	\$618,000
4	20	Rapid Infiltration Basin Construction	1	LS	\$151,000	-	\$151,000
5	21	Access Drive Extension	700	SY	\$17	\$11	\$20,000
<b>Subtotal (Rounded):</b>							<b>\$4,534,000</b>
Bonds (2%):							\$91,000
Mobilization (5%):							\$227,000
Demobilization (2.5%):							\$113,000
Contractor Overhead & Profit (15%):							\$680,100
<b>Construction Subtotal:</b>							<b>\$5,645,100</b>
Contingency (30%):							\$1,694,000
Engineering and Administration (10%):							\$453,000
<b>Total Estimated Capital Cost:</b>							<b>\$7,339,100</b>

North Florida Water Utility Authority H2O OPCC Summary  
 South Columbia County Regional Wastewater Treatment Facility  
 Alternative 3 H2O Innovation: Treatment Train Process Mods for Existing Train Nos. 1 and 2 w/ 6 RIBs and MBR System

Date: **March 4, 2026**

Bid Item	Work Item	Description	Qty.	Unit	Unit Material Cost	Unit Labor Cost	Installed Cost
1	1	Silt Fence	2,000	LF	\$2.35	\$2.35	\$9,400
	2	Site Fencing	2,000	LF	\$21	\$15	\$72,000
	3	Treatment Train 1 and 2 Process Modifications, Add MBR System per Treatment Train	1	LS	\$1,585,000	\$475,500	\$2,060,500
	4	Pipe Supports	1	LS	\$9,500	\$5,500	\$15,000
	5	Painting	1	LS	\$7,000	\$5,000	\$12,000
	6	Water Service	1	LS	\$11,500	\$5,500	\$17,000
	7	6" PVC Forcemain	100	LF	\$43	\$43	\$8,500
	8	8" PVC Gravity Sewer	750	LF	\$56.65	\$56.65	\$85,000
	9	1/4"/1/2" Chemical Feed Tubing/Piping	2,000	LF	\$11	\$11	\$45,000
	10	6" Plug Valve	6	EA	\$2,300	\$1,133	\$20,600
	11	MBR/Treatment Trains - Miscellaneous Interconnected Pip	1	LS	\$100,000	\$30,000	\$130,000
	12	Additional Blowers for Sludge Holding Tanks	4	EA	\$65,000	\$19,500	\$338,000
	13	Additional Diffuser Grids for Sludge Holding Tanks	2	EA	\$50,000	\$15,000	\$130,000
2	14	Additional Flow Equalization Blower - Concrete Pads	6	CY	\$1,000	\$300	\$7,800
	15	Additional Flow Equalization Tank - Precast Concrete	40	CY	\$1,500	\$450	\$78,000
	16	Additional Sludge Holding Tank - Precast Concrete	120	CY	\$1,500	\$450	\$234,000
	17	Modular Building (MBR System)	4015	SF	\$400	-	\$1,606,000
3	18	Concrete Slab for Modular Building	253	CY	\$1,000	\$300	\$329,000
	19	Electrical and I&C Improvements	1	LS	-	-	\$515,000
4	20	Rapid Infiltration Basin Construction	1	LS	\$151,000	-	\$151,000
	21	Access Drive Extension	450	SY	\$17	\$11	\$13,000
<b>Subtotal (Rounded):</b>							<b>\$5,877,000</b>
Bonds (2%):							\$118,000
Mobilization (5%):							\$294,000
Demobilization (2.5%):							\$147,000
Contractor Overhead & Profit (15%):							\$881,600
<b>Construction Subtotal:</b>							<b>\$7,317,600</b>
Contingency (30%):							\$2,195,000
Engineering and Administration (10%):							\$588,000
<b>Total Estimated Capital Cost:</b>							<b>\$10,100,600</b>

**SECURITY SAFE COMPANY, INC.**  
7585 216<sup>TH</sup> Street  
O'Brien, Florida 32071  
(386) 935-2832

**STANDARD COMMERCIAL SECURITY AGREEMENT**

Date: \_\_\_\_\_  
Subscriber's Name: North Florida Water Utilities Authority Telephone No.: \_\_\_\_\_  
Address: 971 W Duval Street Suite 150 Lake City Fl 32055 Call Phone No.: \_\_\_\_\_

1. SECURITY SAFE COMPANY, INC. (hereinafter referred to as "SSC" or "ALARM COMPANY") agrees to sell, install, and program, at Subscriber's premises, and Subscriber agrees to buy an electronic security system consisting of the equipment and services described in the attached Schedule of Equipment and Services.

Purchase Price: \$ \_\_\_\_\_ Approximate date work to begin \_\_\_\_\_  
Taxes: \$ \_\_\_\_\_ Estimated date work to be substantially completed \_\_\_\_\_  
Total: \$ \_\_\_\_\_  
Down Payment: \$ \_\_\_\_\_  
Balance due upon completion of installation: \$ \_\_\_\_\_

2. DESCRIPTION OF EQUIPMENT AND SERVICES:

Check Services Provided:  
 Monitoring Center Services  Repair Service  Inspection  Remote Subscriber Access  Cameras  Access Control  
 Access Control Administration  Alarm Signal Verification  Self-Monitoring  
 Alarm.com: (See Attached Alarm.com Rider)  Other: (See Attached Schedule of Equipment and Services.)

3. PASSCODE TO CPU SOFTWARE REMAINS PROPERTY OF ALARM COMPANY / TITLE TO EQUIPMENT: Provided Subscriber performs this agreement for the full term, upon termination ALARM COMPANY shall at its option provide to Subscriber the passcode to the CPU software or change the passcode to the manufacturer's default code. Software programmed by ALARM COMPANY is the intellectual property of ALARM COMPANY and any unauthorized use of same, including derivative works, is strictly prohibited and may violate Federal Copyright Laws, Title 17 of the United States Code, and may subject violator to civil and criminal penalties. Upon installation the Equipment shall be deemed Subscriber's personal property and shall not be considered a fixture, or an addition to, alteration, conversion, improvement, modernization, remodeling, repair or replacement of any part of the realty, and Subscriber shall not permit the attachment thereto of any apparatus not furnished by ALARM COMPANY. ALARM COMPANY's signs and decals remain the property of ALARM COMPANY and must be removed upon termination of this agreement.

4. CHECK BOX FOR APPROPRIATE SERVICES: Only services selected are included:  
SERVICES AND RECURRING CHARGES: All charges are billed in advance and are plus tax, if applicable [select one option]:  
Billing shall be:  Monthly  Quarter Annually  Semi-Annually  Annually

(a) MONITORING CENTER CHARGES: Subscriber agrees to pay ALARM COMPANY:  
 (i) The sum of \$ \_\_\_\_\_, payable in advance for the installation and programming of the communication software and communication devices if separate from the alarm panel if not already installed.

(ii) The sum of \$ 54.99 per month for the monitoring of the Security System for the term of this agreement.

(b) SERVICE (Select I or II)

(i) Subscriber agrees to pay ALARM COMPANY on a per call basis. If this agreement provides for service on a per call basis, Subscriber agrees to pay ALARM COMPANY for all parts and labor at time of service. Subscriber is not obligated to call ALARM COMPANY for per call service and ALARM COMPANY is under no duty to provide service except its warranty service during warranty period. Service by anyone other than ALARM COMPANY during warranty period relieves ALARM COMPANY of any further obligations under the Limited Warranty. Subscriber to initial for per call service option: \_\_\_\_\_

(ii) Subscriber agrees to pay ALARM COMPANY for a Repair Service Plan for the security equipment the sum of \$ \_\_\_\_\_ per month for the term of this agreement.

(c) INSPECTION AND TESTING: Subscriber agrees to pay ALARM COMPANY \$ \_\_\_\_\_ per month for the term of this agreement for inspection service. If this option is selected ALARM COMPANY will make \_\_\_\_\_ inspection(s) per year. Unless otherwise noted in the Schedule of Equipment and Services inspection service includes testing of all accessible components to insure proper working order. If the system is UL Certified, the inspection will comply with UL requirements. ALARM COMPANY will notify Subscriber 3 days in advance of inspection date. It is Subscriber's responsibility to reschedule or permit access. Testing at inspection tests only that components are in proper working order at time of inspection unless otherwise reported to Subscriber at time of inspection. Inspection does not include repair. If sprinkler alarm or other device monitoring water flow is inspected the inspection does not include inspection or testing of sufficiency of water supply, for which ALARM COMPANY has no responsibility or liability.

(d) ALARM SIGNAL VERIFICATION: Subscriber agrees to pay ALARM COMPANY the sum of \$ \_\_\_\_\_ per month for the term of this agreement. If Subscriber selects Alarm Signal Verification as a service to be provided, or if Alarm Signal Verification is required by law, ALARM COMPANY or its designated Monitoring Center shall verify the alarm signal by electronic telephone communication, video verification or such other verification system deemed appropriate by ALARM COMPANY or as required by local law and only verified alarm conditions shall be communicated to police or fire department.

(e) REMOTE SUBSCRIBER ACCESS / VIDEO STREAMING DATA [VSD] / CCTV / AUDIO / SELF-MONITORING: Subscriber agrees to pay ALARM COMPANY the sum of \$ \_\_\_\_\_ per month for the term of this agreement. Select remote access / video / audio services to be provided:  
 Access Control  Recording Device  Monitoring Center Remote Video / Audio Monitoring for Live Streaming  
 Video Clips Monitored Upon Alarm Activation Only  Verification Recorded Video Clips  Cloud Service Data Storage and Retrieval  
 Remote Access By Subscriber  Video Data to Subscriber's Smart Phone  Self-Monitoring  Audio  Other (describe): \_\_\_\_\_

(f) ACCESS CONTROL ADMINISTRATION SERVICES: Subscriber agrees to pay ALARM COMPANY the sum of \$ \_\_\_\_\_ per month for the term of this agreement. Select Access Control Administration services to be provided:  
 Remote Access Administration  On-Site Administration  Data Storage  Data Backup

(g) SELF-MONITORING: Subscriber agrees to pay ALARM COMPANY the sum of \$ \_\_\_\_\_ per month for the term of this agreement, for self-monitoring services. Self-Monitoring is provided by third party vendors who facilitate signals and data from Subscriber's alarm system to Subscriber's Internet or Cellular connected device. Unless Subscriber has selected Monitoring Center Services, signals from Subscriber's security system will not be monitored by and no signals will be received by any professional Monitoring Center.

IN LIEU OF SEPARATE RECURRING CHARGES IN PARAGRAPHS 4(a)-(f) ABOVE, SUBSCRIBER SHALL PAY \$ 54.99 PER MONTH WHICH INCLUDES ALL THE CHECKED SERVICES IN PARAGRAPHS 4(a)-(f).

5. TERM OF AGREEMENT / RENEWAL: The term of this agreement shall be for a period of four years and shall automatically renew for like terms thereafter under the same terms and conditions, unless either party gives written notice to the other of their intention not to renew the agreement at least 30 days prior to the expiration of any term. After the expiration of one year from the date hereof ALARM COMPANY shall be permitted from time to time to increase all charges by an amount not to exceed nine percent each year and Subscriber agrees to pay such increase. ALARM COMPANY may invoice Subscriber in advance monthly, quarterly, or annually at ALARM COMPANY's option. Unless otherwise specified herein, all recurring charges for 4(a)-(g) services shall commence on the first day of the month next succeeding the date hereof, all payments being due on the first day of the month.

6. MONITORING CENTER SERVICES: Upon receipt of an alarm signal, video or audio transmission, from Subscriber's security system, ALARM COMPANY or its designee Monitoring Center shall make every reasonable effort to notify Subscriber and the appropriate municipal police or fire department [First Responders] depending upon the type of signal received. Not all signals or transmissions will require notification to the authorities and Subscriber may obtain a written response policy from ALARM COMPANY. No response shall be required for supervisory, loss of communication pathway, trouble or low battery signals. Subscriber acknowledges that signals transmitted from Subscriber's premises directly to municipal police or fire departments are not monitored by personnel of ALARM COMPANY or ALARM COMPANY's designee Monitoring

Center and ALARM COMPANY does not assume any responsibility for the manner in which such signals are monitored or the response, if any, to such signals. Subscriber acknowledges that signals and transmissions are transmitted over telephone lines, wire, air waves, internet, VOIP, radio or cellular, or other modes of communication, and pass through communication networks wholly beyond the control of ALARM COMPANY and are not maintained by ALARM COMPANY except ALARM COMPANY may own the radio network, and ALARM COMPANY shall not be responsible for any failure which prevents transmission signals from reaching the Monitoring Center or damages arising therefrom, or for data corruption, theft or viruses to Subscriber's computers if connected to the alarm communication equipment. Subscriber agrees to furnish ALARM COMPANY with a written Call List of names and telephone numbers of those persons Subscriber wishes to receive notification of alarm signals. Unless otherwise provided in the Call List, ALARM COMPANY will make a reasonable effort to contact the first person reached or notified on the list either via telephone call, text or email message. No more than one call to the list shall be required and any form of notification provided for herein, including leaving a message on an answering machine, shall be deemed reasonable compliance with ALARM COMPANY's notification obligation. All changes and revisions shall be supplied to ALARM COMPANY in writing. Subscriber authorizes ALARM COMPANY to access the control panel to input or delete data and programming. If the equipment contains video or listening devices permitting Monitoring Center to monitor video or sound then upon receipt of an alarm signal, Monitoring Center shall monitor video or sound for so long as Monitoring Center, in its sole discretion, deems appropriate to confirm an alarm or emergency condition. If Subscriber requests ALARM COMPANY to remotely activate or deactivate the system, change combinations, openings or closings, or re-program system functions, Subscriber shall pay ALARM COMPANY \$90.00 for each such service. ALARM COMPANY may, without prior notice, suspend or terminate its services, in ALARM COMPANY's sole discretion, in event of Subscriber's default in performance of this agreement or in event Monitoring Center facility or communication network is nonoperational or Subscriber's alarm system is sending excessive false alarms or runaway signals. Monitoring Center is authorized to record and maintain audio and video transmissions, data and communications, and shall be the exclusive owner of such property. All Subscriber information and data shall be maintained confidentially by ALARM COMPANY.

**7. REPAIR SERVICE:** Repair service pursuant to paragraph 4(b)(ii), includes all parts and labor, and ALARM COMPANY shall service upon Subscriber's request the security system installed in Subscriber's premises between the hours of 8 a.m. and 4 p.m. Monday through Friday, within reasonable time after receiving notice from Subscriber that service is required, exclusive of Saturdays, Sundays and legal holidays. All repairs, replacement or alteration of the security system made by reason of alteration to Subscriber's premises, or caused by unauthorized intrusion, water, insects, vermin, lightning or electrical surge, or caused by any means other than normal usage, wear and tear, shall be made at the cost of the Subscriber. Batteries, electrical surges, lightning damage, software upgrades and repairs, communication devices no longer supported by communication pathways, obsolete components and components exceeding manufacturer's useful life are not included in service and will be repaired or replaced at Subscriber's expense payable at time of service. No apparatus or device shall be attached to or connected with the security system as originally installed without ALARM COMPANY's written consent.

**8. SUBSCRIBER REMOTE ACCESS:** If Remote Access is included in the Schedule of Equipment and Services to be installed and services provided by ALARM COMPANY, the equipment will transmit data via Subscriber's high speed internet, cellular or radio communication service from remote device supplied by ALARM COMPANY or Subscriber's Internet or wireless connection device which is compatible with ALARM COMPANY's remote services. ALARM COMPANY will grant access to server permitting Subscriber to monitor the security system, access the system to arm, disarm and bypass zones on the system, view the remote video camera(s) and control other remote automation devices that may be installed or, when system design permits, connect the system to the Internet, over which ALARM COMPANY has no control. The remote services server is provided either by ALARM COMPANY or a third party. ALARM COMPANY shall install the camera(s) in a permissible legal location in Subscriber's premises to permit Subscriber viewing. ALARM COMPANY shall have no responsibility for failure of data transmission, corruption or unauthorized access by hacking or otherwise and shall not monitor or view the camera data. Electronic data may not be encrypted and wireless components of the alarm system may not meet Advanced Encryption Standard specifications for encryption of electronic data established by the US National Institute of Standards and Technology (NIST) or any other established criteria for encryption and ALARM COMPANY shall have no liability for access to the alarm system by others.

**9. WIRELESS AND INTERNET ACCESS CAPABILITIES:** Subscriber is responsible for supplying high-speed Internet access and/or wireless services at Subscriber's premises. ALARM COMPANY does not provide Internet service, maintain Internet connection, wireless access or communication pathways, computer, smart phone, electric current connection or supply, or in all cases the remote video server. In consideration of Subscriber making its monthly payments for remote access to the system, ALARM COMPANY will authorize Subscriber access. ALARM COMPANY is not responsible for Subscriber's access to the Internet or any interruption of service or down time of remote access caused by loss of Internet service, radio or cellular or any other mode of communication used by Subscriber to access the system. Subscriber acknowledges that Subscriber's security system can be compromised if the codes or devices used for access are lost or accessed by others and ALARM COMPANY shall have no liability for such third party unauthorized access. ALARM COMPANY is not responsible for the security or privacy of any wireless network system or router. Wireless systems can be accessed by others, and it is the Subscriber's responsibility to secure access to the system with pass codes and lock out codes. ALARM COMPANY is not responsible for access to wireless networks or devices that may not be supported by communication carriers and upgrades to Subscriber's system will be at Subscriber's expense. If Subscriber is Self-Monitoring, no signals will be received unless Subscriber has access to the selected mode of communication pathway such as cellular, radio or Internet service.

**10. ACCESS CONTROL SYSTEM OPERATION AND LIMITATIONS / ACCESS CONTROL ADMINISTRATION:** If Access Control is selected as a service to be provided and included in the Schedule of Equipment and Services, Access Control equipment shall be connected to a computer supplied by the Subscriber and connected to Subscriber's computer network. If data storage or backup is a selected service ALARM COMPANY or its designee shall store and/or backup data received from Subscriber's system for a period of one year. ALARM COMPANY shall have no liability for data corruption or inability to retrieve data even if caused by ALARM COMPANY's negligence. Subscriber's data shall be maintained confidential and shall be retrieved and released only to Subscriber or upon Subscriber's authorization or by legal process. Internet access is not provided by ALARM COMPANY and ALARM COMPANY has no responsibility for such access or IP address service. ALARM COMPANY shall have no liability for unauthorized access to the system through the Internet or other communication networks or data corruption or loss for any reason whatsoever. If Access Control Administration is selected as a service to be provided ALARM COMPANY will maintain the data base for the operation of the Access Control System. Subscriber will advise ALARM COMPANY of all change in personnel and/or changes in access levels of authorization and restrictions, providing access card serial numbers or biometric data and such information that Subscriber deems necessary to identify personnel. All communication by Subscriber to ALARM COMPANY regarding personnel access must be in writing via email or fax to addresses designated by ALARM COMPANY. ALARM COMPANY shall have remote Internet access to the Subscriber's designated access control computer to program and make data base updates to the system. Subscriber is responsible for maintaining its computer and computer network and Internet access.

**11. AUDIO / VIDEO SYSTEM OPERATION AND LIMITATIONS:** If Audio / Video System is selected as a service to be provided and included in the Schedule of Equipment and Services, and if video equipment is attached to a recorder, it shall not be used for any other purpose. ALARM COMPANY shall be permitted to access and make changes to the system's operation on site and over the internet. If data storage is selected service, ALARM COMPANY shall store data received from Subscriber's system for one year. ALARM COMPANY shall have no liability for data corruption or inability to retrieve data even if caused by ALARM COMPANY's negligence. Subscriber's data shall be maintained confidential and shall be retrieved and released only to Subscriber or upon Subscriber's authorization or by legal process. Telephone or Internet access is not provided by ALARM COMPANY and ALARM COMPANY has no responsibility for such access or IP address service. If system has remote access ALARM COMPANY is not responsible for the security or privacy of any wireless network system or router, and it is the Subscriber's responsibility to secure access to the system with pass codes and lock out. ALARM COMPANY shall have no liability for unauthorized access to the system through the internet or other communication networks or data corruption or loss for any reason whatsoever. If audio or video devices are installed, Subscriber has been advised to independently ascertain that the audio or video devices are used lawfully. ALARM COMPANY has made no representations and has provided no advice regarding the use of audio or video devices, and it is Subscriber's sole responsibility to use the camera and audio devices lawfully.

#### LIMITED WARRANTY ON SALE

12. In the event that any part of the security equipment becomes defective, ALARM COMPANY agrees to make all repairs and replacement of parts without costs to the Subscriber for a period of ninety (90) days from the date of installation. ALARM COMPANY reserves the option to either replace or repair the alarm equipment, and reserves the right to substitute materials of equal quality at time of replacement or to use reconditioned parts in fulfillment of this warranty. This warranty does not include batteries, electrical surges, lightning damage, software upgrades and repairs, communication devices that are no longer supported by communication pathways, obsolete components, and components exceeding manufacturer's useful life. ALARM COMPANY is not the manufacturer of the equipment and other than ALARM COMPANY's limited warranty Subscriber agrees to look exclusively to the manufacturer of the equipment for repairs under its warranty coverage if any. Except as set forth in this agreement, ALARM COMPANY makes no express warranties as to any matter whatsoever, including, without limitation to, unless prohibited by law, the condition of the equipment, its merchantability, or its fitness for any particular purpose and ALARM COMPANY shall not be liable for consequential damages. ALARM COMPANY does not represent nor warrant that the security system may not be compromised or circumvented, or that the system will prevent any loss by burglary, hold-up, or otherwise; or that the system will in all cases provide the protection for which it is installed. ALARM COMPANY expressly disclaims any implied warranties, including implied warranties of merchantability or fitness for a particular purpose. The warranty does not cover any damage to material or equipment caused by accident, misuse, attempted or unauthorized repair service, modification, or improper installation by anyone other than ALARM COMPANY. Subscriber acknowledges that any affirmation of fact or promise made by ALARM COMPANY shall not be deemed to create an express warranty unless included in this agreement in writing; that Subscriber is not relying on ALARM COMPANY's skill or judgment in selecting or furnishing a system suitable for any particular purpose and that there are no warranties which extend beyond those on the face of this agreement, and that ALARM COMPANY has offered additional and more sophisticated equipment for an additional charge which Subscriber has declined. Subscriber's exclusive remedy for ALARM COMPANY's breach of this agreement or negligence to any degree under this agreement is to require ALARM COMPANY to repair or replace, at ALARM COMPANY's option, any equipment which is non-operational. This Limited Warranty is independent of and in addition to service contracted under paragraph 4(b)(ii) of this agreement. This Limited Warranty gives you specific legal rights and you may also have other rights which vary from state to state. If required by law, ALARM COMPANY will procure all permits required by local law and will provide a Certificate of Workman's Compensation prior to starting work.

#### GENERAL PROVISIONS

**13. DELAY IN DELIVERY / INSTALLATION / RISK OF LOSS OF MATERIAL:** ALARM COMPANY shall not be liable for any damage or loss sustained by Subscriber as a result of delay in delivery and/or installation of equipment, equipment failure, or for interruption of service due to electric failure, strikes, walk-outs, war, acts of God, or other causes, including ALARM COMPANY's negligence or failure to perform any obligation. The estimated date work is to be substantially completed is not a definite completion date and time is not of the essence. In the event the work is delayed through no fault of ALARM COMPANY, ALARM COMPANY shall have such additional time for performance as may be reasonably necessary under the circumstances. Subscriber agrees to pay ALARM COMPANY the sum of \$1,000 per day for each business day the work is re-scheduled or delayed by Subscriber or others engaged by Subscriber through no fault of ALARM COMPANY on less than 24 hour notice to ALARM COMPANY. If installation is delayed for more than one year from date hereof by Subscriber or other contractors engaged by Subscriber and through no fault of ALARM COMPANY, Subscriber agrees to pay an additional 5% of the contract Purchase Price upon installation. Subscriber assumes all risk of loss of material once delivered to the job site. Should ALARM COMPANY be required by existing or hereafter enacted law to perform any service or furnish any material not specifically covered by the terms of this agreement Subscriber agrees to pay ALARM COMPANY for such service or material.

**14. TESTING OF SECURITY SYSTEM:** The parties hereto agree that the security equipment, once installed, is in the exclusive possession and control of the Subscriber, and it is Subscriber's sole responsibility to test the operation of the security equipment and to notify ALARM COMPANY if any equipment is in need of repair. Service, if provided, is pursuant to paragraphs 4 and 7. ALARM COMPANY shall not be required to service the security equipment unless it has received notice from Subscriber, and upon such notice, ALARM COMPANY shall, during the warranty or repair service plan period, service the security equipment to the best of its ability within 36 hours, exclusive of Saturday, Sunday and legal holidays, during the business hours of 8 a.m. and 4 p.m. Subscriber agrees to test and inspect the security equipment and to advise ALARM COMPANY of any defect, error or omission in the security equipment. In the event Subscriber complies with the terms of this agreement and ALARM COMPANY fails to repair the security equipment within 36 hours after notice is given, excluding Saturdays, Sundays, and legal holidays, Subscriber agrees to send notice that the security equipment is in need of repair to ALARM COMPANY, in writing, by certified or registered mail, return receipt requested, and Subscriber shall not be responsible for payments due while the security equipment remains inoperable. In any lawsuit between the parties in which the condition or operation of the security equipment is in issue, the Subscriber shall be precluded from raising the issue that the security equipment was not operating unless the Subscriber can produce a post office certified or registered receipt signed by ALARM COMPANY, evidencing that warranty service was requested by Subscriber.

**15. CARE AND SERVICE OF SECURITY SYSTEM:** Subscriber agrees not to tamper with, remove or otherwise interfere with the Security System which shall remain in the same location as installed. All repairs, replacement or alteration of the security system made by reason of alteration to Subscriber's premises, or caused by unauthorized intrusion, lightning or electrical surge, or caused by any means other than normal usage, wear and tear, shall be made at the cost of the Subscriber. Batteries, electrical surges, lightning damage, software upgrades and repairs, communication devices that are no longer supported by communication pathways, obsolete components and components exceeding manufacturer's useful life, are not included in warranty or service under paragraph 4(b) (i) and will be repaired or replaced at Subscriber's expense payable at time of service. No apparatus or device shall be attached to or connected with the security system as originally installed without ALARM COMPANY's written consent.

**16. ALTERATION OF PREMISES FOR INSTALLATION:** ALARM COMPANY is authorized to make preparations such as drilling holes, driving nails, making attachments or doing any other thing necessary in ALARM COMPANY's sole discretion for the installation and service of the security system, and ALARM COMPANY shall not be responsible for any condition created thereby as a result of such installation, service, or removal of the security system, and Subscriber represents that the owner of the premises, if other than Subscriber, authorizes the installation of the security system under the terms of this agreement.

**17. SUBSCRIBER'S DUTY TO SUPPLY ELECTRIC AND TELEPHONE SERVICE:** Subscriber agrees to furnish, at Subscriber's expense, all 110 Volt AC power, electrical outlet, AFC Type circuit breaker and dedicated receptacle, Internet connection, high-speed broadband cable or DSL and IP Address, telephone hook-ups, RJ31x Block or equivalent, as deemed necessary by ALARM COMPANY.

**18. LIEN LAW:** ALARM COMPANY or any subcontractor engaged by ALARM COMPANY to perform the work or furnish material who is not paid may have a claim against purchaser or the owner of the premises if other than the purchaser which may be enforced against the property in accordance with the applicable lien laws.

**19. INDEMNITY / WAIVER OF SUBROGATION RIGHTS / ASSIGNMENTS:** Subscriber agrees to defend, advance expenses for litigation and arbitration, including investigation, legal and expert witness fees, indemnify and hold harmless ALARM COMPANY, its employees, agents and subcontractors, from and against all claims, lawsuits, including those brought by third-parties or by Subscriber, including reasonable attorneys' fees and losses, asserted against and alleged to be caused by ALARM COMPANY's performance, negligence or failure to perform any obligation under or in furtherance of this agreement. Parties agree that there are no third-party beneficiaries of this agreement. Subscriber on its behalf and any insurance carrier waives any right of subrogation Subscriber's insurance carrier may otherwise have against ALARM COMPANY or ALARM COMPANY's subcontractors arising out of this agreement or the relation of the parties hereto. Subscriber shall not be permitted to assign this agreement without written consent of ALARM COMPANY, which shall not unreasonably be withheld. ALARM COMPANY shall have the right to assign this agreement to a company licensed to perform the services and shall be relieved of any obligations herein upon such assignment.

**20. EXCULPATORY CLAUSE:** ALARM COMPANY and Subscriber agree that ALARM COMPANY is not an insurer and no insurance coverage is offered herein. The security system, equipment, and ALARM COMPANY's services are designed to detect and reduce certain risks of loss, though ALARM COMPANY does not guarantee that no loss or damage will occur. ALARM COMPANY is not assuming liability, and, therefore, shall not be liable to Subscriber or any other third party for any loss, economic or non-economic, business loss or interruption, consequential damages, in contract or tort, data corruption or inability to retrieve data, personal injury or property damage sustained by Subscriber or others as a result of equipment failure, human error, burglary, theft, hold-up, fire, smoke, water or any other cause whatsoever, regardless of whether or not such loss or damage was caused by or contributed to by ALARM COMPANY's breach of contract, negligent performance to any degree in furtherance of this agreement, any extra contractual or legal duty, strict products liability, or negligent failure to perform any obligation pursuant to this agreement or any other legal duty, except for gross negligence and willful misconduct.

**21. INSURANCE / ALLOCATION OF RISK:** Subscriber shall maintain a policy of Comprehensive General Liability and Property Insurance for liability, casualty, fire, theft, and property damage under which Subscriber is named as insured and ALARM COMPANY is named as additional insured and which shall on a primary and non-contributing basis cover any loss or damage ALARM COMPANY's services are intended to detect to one hundred percent of the insurable value or potential risk. The parties intend that the Subscriber assume all potential risk and damage that may arise by reason of failure of the equipment, system or ALARM COMPANY's services and that Subscriber will look to its own insurance carrier for any loss or assume the risk of loss. ALARM COMPANY shall not be responsible for any portion of any loss or damage which is recovered or recoverable by Subscriber from insurance covering such loss or damage or for such loss or damage against which Subscriber is indemnified or insured. Subscriber and all those claiming rights under Subscriber waive all rights against ALARM COMPANY and its subcontractors for loss or damages caused by perils intended to be detected by ALARM COMPANY's services or covered by insurance to be obtained by Subscriber, except such rights as Subscriber or others may have to the proceeds of insurance.

**22. LIMITATION OF LIABILITY:** SUBSCRIBER AGREES THAT, EXCEPT FOR ALARM COMPANY'S GROSS NEGLIGENCE AND WILLFUL MISCONDUCT, SHOULD THERE ARISE ANY LIABILITY ON THE PART OF ALARM COMPANY AS A RESULT OF ALARM COMPANY'S BREACH OF THIS CONTRACT, NEGLIGENT PERFORMANCE TO ANY DEGREE OR NEGLIGENT FAILURE TO PERFORM ANY OF ALARM COMPANY'S OBLIGATIONS PURSUANT TO THIS AGREEMENT OR ANY OTHER LEGAL DUTY, EQUIPMENT FAILURE, HUMAN ERROR, OR STRICT PRODUCTS LIABILITY, WHETHER ECONOMIC OR NON-ECONOMIC, IN CONTRACT OR IN TORT, THAT ALARM COMPANY'S LIABILITY SHALL BE LIMITED TO THE SUM OF \$260.00 OR 8 TIMES THE MONTHLY PAYMENT FOR SERVICES BEING PROVIDED AT TIME OF LOSS, WHICHEVER IS GREATER. IF SUBSCRIBER WISHES TO INCREASE ALARM COMPANY'S AMOUNT OF LIMITATION OF LIABILITY, SUBSCRIBER MAY, AS A MATTER OF RIGHT, AT ANY TIME, BY ENTERING INTO A SUPPLEMENTAL AGREEMENT, OBTAIN A HIGHER LIMIT BY PAYING AN ANNUAL PAYMENT CONSISTENT WITH ALARM COMPANY'S INCREASED LIABILITY. THIS SHALL NOT BE CONSTRUED AS INSURANCE COVERAGE AND NOTWITHSTANDING THE FOREGOING, ALARM COMPANY'S LIABILITY SHALL NOT EXCEED ITS AVAILABLE INSURANCE COVERAGE.

SUBSCRIBER ACKNOWLEDGES THAT THIS AGREEMENT CONTAINS EXCULPATORY CLAUSE, INDEMNITY, INSURANCE, ALLOCATION OF RISK AND LIMITATION OF LIABILITY PROVISIONS.

**23. LEGAL ACTION / BREACH / LIQUIDATED DAMAGES / AGREEMENT TO BINDING ARBITRATION:** The parties agree that due to the nature of the services to be provided by ALARM COMPANY, the payments to be made by the Subscriber for the term of this agreement form an integral part of ALARM COMPANY's anticipated profits; that in the event of Subscriber's default it would be difficult if not impossible to fix ALARM COMPANY's actual damages. Therefore, in the event Subscriber defaults in any payment or charges to be paid to ALARM COMPANY, Subscriber shall be immediately liable for any unpaid installation and invoiced charges plus 80% of the balance of all payments for the entire term of this agreement as LIQUIDATED DAMAGES and ALARM COMPANY shall be permitted to terminate all its services, including but not limited to terminating monitoring services, under this agreement and to remotely re-program or delete any programming without relieving Subscriber of any obligation herein.

SUBSCRIBER ACKNOWLEDGES THAT THIS AGREEMENT CONTAINS A LIQUIDATED DAMAGE CLAUSE. The prevailing party in any litigation or arbitration is entitled to recover its legal fees from the other party. In any action commenced by ALARM COMPANY against Subscriber, Subscriber shall not be permitted to interpose any counterclaim. SUBSCRIBER MAY BRING CLAIMS AGAINST ALARM COMPANY ONLY IN SUBSCRIBER'S INDIVIDUAL CAPACITY, AND NOT AS A CLASS ACTION PLAINTIFF OR CLASS ACTION MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. ANY DISPUTE BETWEEN THE PARTIES OR ARISING OUT OF THIS AGREEMENT, INCLUDING ISSUES OF ARBITRABILITY, SHALL, AT THE OPTION OF ANY PARTY, BE DETERMINED BY BINDING AND FINAL ARBITRATION BEFORE A SINGLE ARBITRATOR ADMINISTERED BY ARBITRATION SERVICES INC., ITS SUCCESSORS OR ASSIGNS, PURSUANT TO ITS ARBITRATION RULES AT WWW.ARBTRATIONSERVICESINC.COM AND THE FEDERAL ARBITRATION ACT, EXCEPT THAT NO PUNITIVE OR CONSEQUENTIAL DAMAGES MAY BE AWARDED. The arbitrator shall be bound by the terms of this agreement, and shall on request of a party, conduct proceedings by telephone, video, submission of papers or in-person hearing. By agreeing to this arbitration provision the parties are waiving their right to a trial before a judge or jury, waiving their right to appeal the arbitration award and waiving their right to participate in a class action. Service of process or papers in any legal proceeding or arbitration between the parties may be made by First-Class Mail delivered by the U.S. Postal Service addressed to the party's address designated in this agreement, or file with an agency of the state, or any other address provided by the party in writing to the party making service. The parties submit to the jurisdiction and laws of Florida, except for arbitration which is governed by the FAA and the arbitration rules and agree that any litigation or arbitration between the parties shall be commenced and maintained in the county where ALARM COMPANY's principal place of business is located or Nassau County, New York. The parties waive trial by jury in any action between them unless prohibited by law. Any action between the parties must be commenced within one year of the accrual of the cause of action or shall be barred. All actions or proceedings by either party must be based on the provisions of this agreement. Any other action that Subscriber may have or bring against ALARM COMPANY in respect to other services rendered in connection with this agreement shall be deemed to have merged in and be restricted to the terms and conditions of this agreement.

SUBSCRIBER ACKNOWLEDGES THAT THIS AGREEMENT CONTAINS AN AGREEMENT TO ARBITRATE DISPUTES AND THAT ARBITRATION IS BINDING AND FINAL AND THAT SUBSCRIBER IS WAIVING SUBSCRIBER'S RIGHT TO TRIAL IN A COURT OF LAW AND OTHER RIGHTS.

24. ALARM COMPANY'S RIGHT TO SUBCONTRACT SPECIAL SERVICES: Subscriber agrees that ALARM COMPANY is authorized and permitted to subcontract any services to be provided by ALARM COMPANY to third parties who may be independent of ALARM COMPANY, and that ALARM COMPANY shall not be liable for any loss or damage sustained by Subscriber by reason of fire, theft, burglary or any other cause whatsoever caused by the negligence of third parties. Subscriber appoints ALARM COMPANY to act as Subscriber's agent with respect to such third parties, except that ALARM COMPANY shall not obligate Subscriber to make any payments to such third parties. Subscriber acknowledges that this agreement, and particularly these paragraphs relating to ALARM COMPANY's disclaimer of warranties, exemptions from liability, even for its negligence, limitation of liability and indemnification, inure to the benefit of and are applicable to any assignees, subcontractors, manufacturers, vendors and Monitoring Center of ALARM COMPANY.

25. MOLE, OBSTACLES AND HAZARDOUS CONDITIONS: Subscriber and notify ALARM COMPANY in writing of any undisclosed, concealed or hidden conditions in any area where installation is planned, and Subscriber shall be responsible for removal of such conditions. In the event ALARM COMPANY discovers the presence of suspected asbestos or other hazardous material, ALARM COMPANY shall stop all work immediately and notify Subscriber. It shall be Subscriber's sole obligation to remove such conditions from the premises, and if the work is delayed due to the discovery of suspected asbestos or other hazardous material or conditions then an extension of time to perform the work shall be allowed and Subscriber agrees to compensate ALARM COMPANY for any additional expenses caused by the delay but not less than \$100.00 per day until work can resume. If ALARM COMPANY, in its sole discretion, determines that continuing the work poses a risk to ALARM COMPANY or its employees or agents, ALARM COMPANY may elect to terminate this agreement on 3 day notice to Subscriber and Subscriber shall compensate ALARM COMPANY for all services rendered and material provided to date of termination. ALARM COMPANY shall be entitled to remove all its equipment and uninstalled equipment and material from the job site. Under no circumstances shall ALARM COMPANY be liable to Subscriber for any damage caused by mold or hazardous conditions or remediation thereof.

26. NON-SOLICITATION: Subscriber agrees that it will not solicit for employment for itself, or any other entity, or employ, in any capacity, any employee of ALARM COMPANY assigned by ALARM COMPANY to perform any services for or on behalf of Subscriber for a period of two years after ALARM COMPANY has completed providing service to Subscriber, in the event of Subscriber's violation of this provision, in addition to injunctive relief, ALARM COMPANY shall recover from Subscriber an amount equal to such employee's salary based on the average three months preceding employee's termination of employment with ALARM COMPANY, times twelve, together with ALARM COMPANY'S counsel and expert witness fees.

27. FALSE ALARMS / PERMIT FEES / WITNESS FEES: Subscriber is responsible for all alarm permits and fees, agrees to file for and maintain any permits required by applicable law and indemnify or reimburse ALARM COMPANY for any fees or fines relating to permits or false alarms. ALARM COMPANY shall have no liability for permit fees, false alarms, false alarm fines, the manner in which police or fire department responds, or the refusal of the police or fire department to respond. In the event of termination of police or fire department response this agreement shall nevertheless remain in full force and Subscriber shall remain liable for all payments provided for herein. In the event Subscriber or any third party subpoenas or summons ALARM COMPANY requiring any services or appearances, Subscriber agrees to pay ALARM COMPANY \$150 per hour for such services and appearances. Subscriber shall reimburse ALARM COMPANY for any Monitoring Center charges for excessive, run-a-way or false alarm signals.

28. SECURITY INTEREST / COLLATERAL: To secure Subscriber's obligations under this agreement Subscriber grants ALARM COMPANY a security interest in the security equipment installed by ALARM COMPANY and ALARM COMPANY is authorized to file a financing statement.

29. CREDIT INVESTIGATION: Subscriber and any guarantor authorize ALARM COMPANY to conduct credit investigations from time to time to determine Subscriber's and guarantor's credit worthiness.

30. FULL AGREEMENT / SEVERABILITY: This agreement along with the Schedule of Equipment and Services constitute the full understanding of the parties and may not be amended, modified or canceled, except in writing signed by both parties. Subscriber acknowledges and represents that Subscriber has not relied on any representation, assertion, guarantee, warranty, collateral agreement or other assurance, except those set forth in this Agreement. Subscriber hereby waives all rights and remedies, at law or in equity, arising, or which may arise, as the result of Subscriber's reliance on such representation, assertion, guarantee, warranty, collateral agreement or other assurance. To the extent this agreement is inconsistent with any other document or agreement, whether executed prior to, concurrently with or subsequent to this agreement the terms of this agreement shall govern. This agreement shall run concurrently with and shall not terminate or supersede any existing agreement between the parties unless specified herein. Should any provision of this agreement be deemed void, the remaining parts shall be enforceable.

SUBSCRIBER ACKNOWLEDGES RECEIVING A FULLY EXECUTED COPY OF THIS AGREEMENT AND SCHEDULE OF EQUIPMENT AND SERVICES AT TIME OF EXECUTION.

SECURITY SAFE COMPANY, INC.:

SUBSCRIBER:

By: \_\_\_\_\_  
Signature

Subscriber Signature by Authorized Officer \_\_\_\_\_ Title of Person Signing

North Florida Water Utilities Authority

Print Name of Subscriber

Subscriber's Email Address: \_\_\_\_\_

Tax ID or EIN

The undersigned personally guarantees Subscriber's performance of this agreement and agrees to be bound by all terms as a party herein.

Signature (Name Must Be Printed Below) SS#

North Florida Water Utilities Authority

Print Name

Residence Address

**SECURITY SAFE COMPANY, INC.**  
7585 216<sup>TH</sup> Street  
O'Brien, Florida 32071  
(386) 935-2832

**CALL LIST**

**SIGNAL AND ZONE CONFIRMATION**

Alarm system will communicate the following signals:

- Fire  Burglary  Panic  PERS  CO  Water Flow  Temperature  
 Test  Trouble  Communication Failure  Power Failure

Communication By:  POTS  Digital  Radio  Cellular  Internet  VoIP

Zones: SECURITY SAFE COMPANY, INC. (hereinafter referred to as "SSC" or "ALARM COMPANY") has programmed and tested each of the following zones:

1.	6.	11.	16.
2.	7.	12.	17.
3.	8.	13.	18.
4.	9.	14.	19.
5.	10.	15.	20.

1. PRIMARY RESPONDER DISCLOSURE: Subscriber understands that a (1) 911 center, (2) public safety answering point, or (3) communications center, (Collectively referred to herein as "PUBLIC RESPONDERS"), may be designated as the primary responder. Subscriber assumes all liability should one of these three not be selected as the Primary responder.

2. Upon SSC receiving an emergency alarm from the Subscriber's system, Subscriber hereby directs SSC to contact these responders in this specific order:

**AUTHORIZED INDIVIDUALS TO BE NOTIFIED**  
(Individuals to be notified in the event of an alarm condition.)

Subscriber may select any individual he or she designates, or any PUBLIC RESPONDER in the Jurisdiction from which alarm is received.

Responder Contact List	
Name	Telephone Number
First & Primary Contact:	
1. PUBLIC RESPONDER	
2.	
3.	
4.	
5.	

3. SSC dispatches to PUBLIC RESPONDER upon receipt of a fire alarm and will then call those on the list in order of priority. Initial here if you do not want SSC to call Subscriber on fire alarm \_\_\_\_\_.

4. Subscriber agrees that should any PUBLIC RESPONDER not be designated as the primary responder, then the Subscriber's PUBLIC RESPONDERS shall become the default secondary responder after the personal emergency response provider has attempted, without success, to notify all other responders designated by Subscriber.

5. Some jurisdictions require telephone call or other method of verification before dispatching PUBLIC RESPONDERS. Initial here if Subscriber does not want PUBLIC RESPONDER called unless the alarm signal has been verified as reporting an emergency event \_\_\_\_\_. Note that this does not apply to fire or carbon monoxide alarms and PUBLIC RESPONDERS will be dispatched without prior verification of the alarm signal.

6. SSC hereby agrees to provide PUBLIC RESPONDERS, if designated as a responder by the Subscriber, the name of the customer, the location from which the customer's alarm was received, and any other information as may be requested.

7. Following any notification to the PUBLIC RESPONDER, SSC shall attempt to notify others on the Subscriber's list in the order provided by Subscriber. Unless otherwise provided in the list SSC will make a reasonable effort to contact the first person reached or notified on the list either via telephone call, text or email message. No more than one call to the list shall be required and any form of notification provided for herein, including leaving a message on an answering machine, shall be deemed reasonable compliance with SSC's notification obligation. Subscriber may provide SSC with a set of directives for voice to voice contact with the responders. For nonpublic responder numbers Subscriber represents that all call numbers are accurate and Subscriber has been authorized by the owners of such numbers to provide such numbers to be called in accordance with Subscriber's alarm services.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Subscriber's Signature

Licensed by the State of Florida, Dept. of Business & Professional Regulation  
License No.: EF20001247

**SECURITY SAFE COMPANY, INC.**  
7585 216<sup>TH</sup> Street  
O'Brien, Florida 32071  
(386) 935-2832

**NOTICE OF CANCELLATION**

SECURITY SAFE COMPANY, INC. (hereinafter referred to as "SSC" or Seller) to enter date of transaction

\_\_\_\_\_  
Date

North Florida Water Utilities Authority

\_\_\_\_\_  
Customer Name

971 W Duval Street Lake City FL 32055

\_\_\_\_\_  
Customer Address

You may CANCEL this transaction, without any penalty or obligation, within THREE BUSINESS DAYS from the above date.

If you cancel, any property traded in, any payments made by you under the contract or sale, and any negotiable instrument executed by you will be returned within TEN BUSINESS DAYS following receipt by SSC of your cancellation notice, and any security interest arising out of the transaction will be canceled.

If you cancel, you must make available to SSC at your residence, in substantially as good condition as when received, any goods delivered to you under this contract or sale, or you may if you wish, comply with the instructions of SSC regarding the return shipment of the goods at SSC's expense and risk.

If you do make the goods available to SSC and SSC does not pick them up within 20 days of the date of your notice of cancellation, you may retain or dispose of the goods without any further obligation. If you fail to make the goods available to SSC, or if you agree to return the goods to SSC and fail to do so, then you remain liable for performance of all obligations under the contract.

To cancel this transaction, mail or deliver a signed and dated copy of this Cancellation Notice or any other written notice, or send a telegram to:

SECURITY SAFE COMPANY, INC.  
7585 216<sup>TH</sup> Street  
O'Brien, FL 32071

NOT LATER THAN MIDNIGHT OF \_\_\_\_\_  
SSC to enter date by which buyer must give notice of cancellation.

I HEREBY CANCEL THIS TRANSACTION:

\_\_\_\_\_  
Date of Cancellation to be entered by buyer

\_\_\_\_\_  
Buyer's Signature

2 COPIES OF THIS FORM RECEIVED BY  
BUYER ON DATE OF TRANSACTION

\_\_\_\_\_  
Buyer to sign above to acknowledge receipt of these forms

Licensed by the State of Florida, Dept. of Business & Professional Regulation  
License No.: EF20001247

**SECURITY SAFE COMPANY, INC.**  
7585 216<sup>TH</sup> Street  
O'Brien, Florida 32071  
(386) 935-2832

**ACH RECURRING PAYMENT AND CREDIT CARD AUTHORIZATION FORM**

**Here's How Recurring Payments Work:**

You authorize regularly scheduled charges to your checking, savings account, or credit card. You will be charged the amount indicated below each billing period during the initial term of my agreement and all automatic renewal terms. The charge will appear on your bank statement as an "ACH Debit" or your credit card statement. You agree that no prior-notification will be provided unless the date or amount changes, in which case you will receive notice from us at least 10 days prior to the payment being collected.

**Please complete the information below:**

I, North Florida Water Utilities Authority authorize SECURITY SAFE COMPANY, INC.  
(full name)

to charge my  bank account or  credit card indicated below on the  1<sup>st</sup> or  15<sup>th</sup> of each

month for payment of my  Monitoring or  All Services, in the amount of \$ \_\_\_\_\_ Plus Tax

Billing Address: \_\_\_\_\_

Email Address: \_\_\_\_\_

**Select payment method below:**

**AUTOMATED ACH FROM BANK ACCOUNT PAYMENT:**

Account Type:	<input type="checkbox"/> Checking	<input type="checkbox"/> Savings
Name on Acct	_____	
Bank Name	_____	
Account Number	_____	
Bank Routing #	_____	
Bank City/State	_____	

I understand that this authorization will remain in effect until I cancel it in writing, and I agree to notify SECURITY SAFE COMPANY, INC. in writing of any changes in my account information or termination of this authorization at least 15 days prior to the next billing date. If the above noted periodic payment dates fall on a weekend or holiday, I understand that the payment may be executed on the next business day. I understand that because this is an electronic transaction, these funds may be withdrawn from my account, or charged to my credit card, on the above noted periodic transaction dates. In the case of a transaction being rejected for Non-Sufficient Funds (NSF) I understand that SECURITY SAFE COMPANY, INC. may at its discretion attempt to process the charge again within 30 days, and I agree to an additional \$35.00 charge for each attempt returned NSF which will be initiated as a separate transaction from the authorized recurring payment. I acknowledge that the origination of recurring transactions to my account must comply with the provisions of U.S. Law. I agree not to dispute this recurring billing with my bank or credit card company so long as the transactions correspond to the terms indicated in this authorization form. I agree that an ACH or credit card denial will constitute a breach of my payment obligation in my agreement with SECURITY SAFE COMPANY, INC. A 2.5% convenience charge will be place on all Credit Card transactions over \$500.00.

**AUTOMATED CREDIT CARD PAYMENT:**

Credit Card #: \_\_\_\_\_ Expiration Date: \_\_\_\_\_ Security Code: \_\_\_\_\_

Mastercard  Visa  American Express  \_\_\_\_\_

Cardholder's Name (As it appears on credit card): \_\_\_\_\_

Billing Address: \_\_\_\_\_

Email Address: \_\_\_\_\_

SIGNATURE \_\_\_\_\_

DATE \_\_\_\_\_

Board Comments:

Attorney Comments:

Director Comments:

Adjournment: