

NOTICE OF REGULAR MEETING OF NORTH FLORIDA WATER UTILITIES  
AUTHORITY

(NFWUA) BOARD OF DIRECTORS

The NFWUA will meet at 9:30 AM., in a Special Called Meeting on January 20, 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**

January 20, 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 12/15/2025 Meeting Minutes
7. Bills & Vouchers
8. FDEP grant agreement #L0288 – North Florida Water Utilities Authority
9. Ft. White draft term sheet for NFWUA services
10. Appointing new NFWUA board members
11. Mandatory hooks ups
12. Asset Transfer Readiness/Prep

### **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 12/15/2025 board meeting

### BUDGET IMPACT:

No budget impact

### RECOMMENDATION:

Request approval for 12/15/2025 meeting minutes

**North Florida Water Utilities Authority**

**December 15, 2025, 9:30 A.M**

**The North Florida Water Utilities Authority (NFWUA) met in a scheduled meeting at the Duval Place Executive Conference Room-971 West Duval Street Lake City, Fl. 32055. The meeting was opened with the Pledge of Allegiance to the Flag of the United States of America.**

**Board Attendance:**

**Chairman, Commissioner Rocky Ford**

**Vice-Chairman, Commissioner Franklin White**

**Board Member, Commissioner Timothy Murphy**

**Board Member, Commissioner Leo Mobley**

**Board Member, Commissioner Steven Dicks**

**Others in Attendance:**

County Manager, David Kraus

County Assistant Manager, Kevin Kirby

Clerk of Court & County Comptroller, James M. Swisher Jr.

County Administrator Intern, Jason Furry

County Commissioner, Robby Hollingsworth

Columbia County Utilities Superintendent, Robert Domingue

NFWUA Attorney, Grady Williams

Executive Director, Shannon Roberts

Deputy Clerk, Melissa Williams

Economic Development Director, Jennifer Daniels

Dale Williams

Richard Powell

Steve Brown

Additions and Deletions:

Additions- NFWUA Attorney Grady Williams requested that the date of the next meeting be changed to January 20,2026 in Live Oak Fl.

MOTION by Commissioner, Steven Dicks to approve the addition of the change of date for the next meeting. SECOND by Commissioner, Timothy Murphy. The motion carried unanimously.

Approval of Agenda

MOTION by Commissioner, Leo Mobley to approve agenda. SECOND by Commissioner, Timothy Murphy. The motion carried unanimously.

Public Comment:

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

Discussion and Actions:

1. Approval of Minutes:

Meeting minutes approval for 10/01/2025 NFWUA Board Meeting

MOTION by Commissioner, Timothy Murphy to approve the minutes from 10/01/2025 for the NFWUA meeting. SECOND by Commissioner, Leo Mobley. The motion carried unanimously.

2. Bills & Vouchers:

Requesting approval of the payments for bills and vouchers during period from 10/01/2025-12/08/2025 – Richard Powell (Powell Consulting)

Please see the attached bill payment list for amount \$123,927.35

Commissioner, Leo Mobley asked about the end amount.

Richard Powell stated that \$ 343,000.00 for the month ¼ of operating.

Earn Revenue - \$93,000.00

Burn Rate - \$73,000.00

Commissioner, Timothy Murphy asked about the additional funding County Manager, David Kraus and Executive Director, Shannon Roberts stated yes, the additional funding will stay in the account.

Commissioner, Leo Mobley wanted to know if Raftelis will be done. Executive Director, Shannon Roberts stated that Raftelis will be done in January and Bobby Payne Consulting LLC. is done.

MOTION by Commissioner, Leo Mobley to approve the payment of bill and vouchers in the amount of \$123,927.35 during the period from 10/01/2025-12/08/2025. SECOND by Commissioner, Franklin White. The motion carried unanimously.

3. NFWUA Financial Update- Richard Powell (Powell Consulting)

On 10/01/2025 NFWUA assumed responsibilities for operations, maintenance and billing activities for county utilities per the interlocal agreement.

The NFWUA financial was operational as of 10/01/2025 and staff have been processing vendor invoices and utility billing.

Since the shift of operations and a new fiscal year began on 10/01/2025, NFWUA will experience a transition period for the following:

- . Vendor invoice payment of services that occurred in the previous FY
- . Addition of new vendors in the system
- . Set-up of ACH billing
- . Payroll processing for all NFWUA employees on 01/01/2026

Transition to a routine financial update format at January 2026 meeting

See attached update documentation – 10/01/2025 – 11/30/2025

MOTION by Commissioner, Leo Mobley to approve the authorization to process vendor payments on a bi-weekly basis. SECOND by Commissioner, Franklin White. The motion carried unanimously.

4. Clay Electric Letter of Credit and Resolution # 2025-2026-02- Executive Director, Shannon Roberts

Approval of NFWUA Resolution # 2025-2026-02 for First Federal Bank Letter of Credit, First Federal Bank Letter of Credit and Clay Electric Letter of Credit Agreement.

First Federal was contacted and offered a proposal to establish a credit line and associated letter for the cost of \$384.36.

The credit will act as a guarantee that Clay Electric service invoices will be paid up to the deposit amount for as long NFWUA receives electric services from Clay Electric.

Please see the attached documentation:

MOTION by Commissioner, Timothy Murphy to approve Resolution # 2025-2026-02 for First Federal Bank Letter of Credit. SECOND by Commissioner, Steven Dicks. The motion carried unanimously.

5. Suwannee Valley Electric Agreement for Waiver of Security of Security Deposit- Executive Director, Shannon Roberts

Suwannee Valley Electric Cooperative (SVEC) has proposed to waive the security deposit amount of \$5,790.00 provided a waiver agreement is signed by SVEC, Suwannee County and NFWUA.

The waiver will be used in lieu of a security deposit and holds Suwannee County liable for any unpaid services invoices.

See attached documentation – SVEC Waiver of Security Deposit and Third-Party Guarantor

MOTION by Commissioner, Leo Mobley to approve the Agreement for Waiver of Security Deposit and authorize the Executive Director to sign the waiver agreement document. SECOND by Commissioner, Steven Dicks. The motion carried unanimously.

6. MuniCreative Web Services Renewal Agreement – Executive Director, Shannon Roberts

Municreative has provided web services for the NFWUA to manage the website, make periodic updates, design changes and host website.

Municreative has proposed a renewal agreement for a 1-year term.

The cost of the services in the renewal agreement is \$4,800.00 annually and matches the cost of the previous service term.

Please see attached documentation:

MOTION by Commissioner, Timothy Murphy to approve the MuniCreative web services renewal agreement and authorize the Executive Director to sign the agreement Document. SECOND by Commissioner Franklin White. The motion was carried unanimously.

7. Enterprise Lease Agreement -Executive Director, Shannon Roberts

The NFWUA chairman authorized the Executive Director to procure a vehicle for use.

In light of Columbia County 's use of the Enterprise Fleet Management services and the high likelihood that vehicles from Columbia County would be transferred to NFWUA, the decision was made to utilize EFM as a procurement source of vehicles.

Initially, NFWUA sought to establish an agreement with EFM but was told that was not possible due to a small number of vehicles needed.

EFM suggested that NFWUA establish a sub-account underneath the existing Columbia County agreement.

The request to establish the EFM sub-account for NFWUA was approved.

A Ford F-150 pick-up truck was ordered that aligned with the basic requirements of other trucks within Columbia County.

A 3-year lease supplement to the master agreement was established on 07/07/2025. The monthly payment is \$1,268.70 plus a maintenance plan fee of \$124.97 for a total monthly payment of \$1,393.67.

The vehicle can be sold during the lease term and replaced if it is economically advantageous or it can be purchased at a negotiated price at the end of the term.

See the attached documentation:

County Manager, David Kraus stated that the utilities are paying the surplus. Commissioner, Timothy Murphy asked if it is documented that there is insurance and covered under the lease.

Citizen Comment:

Stew Lilker spoke about the Executive Director, Shannon Roberts and wanting to know if Suwannee County pays him to drive to work and his gas.

Moses Clepper spoke about the truck for the Executive Director, Shannon Roberts is too expensive and the deal with Enterprise is not a good deal for taxpayer money.

Chairman, Rocky Ford stated that Executive Director, Shannon Roberts is a 24-hour worker and does take his truck home for the times he gets calls and must respond.

Commissioner, Timothy Murphy asked if the NFWUA can back out of the lease at any time?

Executive Director, Shannon Roberts stated that his vehicle is the same as other countries drive. He also stated that he is keeping tabs on the vehicle and watching the mileage and having the opinion to make money and pay down and purchase another vehicle.

Chairman, Rocky Ford that is a good deal lets try it and see the number.

County Manager, David Kraus stated that it is a 3-year lease.

MOTION by Commissioner, Franklin White to approve the ratification of the transaction. SECOND by Commissioner Leo Mobley. The motion was carried unanimously.

8. Sensus Spectrum Lease Agreement – Executive Director, Shannon Roberts

Sensus is a company that offers meter reading technology that gathers usage information to send to utility billing systems.

NFWUA is currently working to implement the Sensus technology that obtains meter reading data and sends that data to the new UMBS/ GovTech billing system.

The wireless technology integrated into the Sensus solution requires an FCC licensing agreement while NFWUA is using that solution.

MOTION by Commissioner, Leo Mobley to approve the Sensus FCC licensing agreement and authorize the Chairman to execute the agreement pending feedback from the NFWUA Attorney. SECOND by Commissioner, Steven Dicks. The motion carried unanimously.

9. NFWUA Bulk Water Rate- Executive Director, Shannon Roberts

In early 2025, the construction of a new water main was completed from the Ellisville Water Treatment Plant to the Fort White Water Treatment Plant.

The intended usage of the water was to extend water services into the southern part of Columbia County down to CR-18 and to the Town of Fort White.

Although water service rate is in use, those rates do not include the pricing for bulk water purchase on a volumetric basis.

The information provided includes a bulk water rate with two companies.

- . A \$6.90 per 1,000 K /gallon unit cost component to recover costs for producing and treating the water.
- . A \$.70 per 1,000 K/gallon unit cost component to recover expense variability.
- . The total bulk water rate would be \$7.60 per 1,000 K/gallon unit.

Executive Director, Shannon Roberts stated he went to Raftelis and spoke to them about the bulk water rate. Water cost per 1,000 is \$6.90 and the bulk rate is \$7.60.

Chairman, Rocky Ford stated that Fort White wants a bulk rate for water. He stated that there is a master meter installed on the line.

Citizen Comment:

Stew Lilker asked where the master meter is located?

Chairman, Rocky Ford stated at the city limit sign.

Stew Lilker spoke about selling water in Fort White.

Chairman, Rocky Ford stated that there is no way to know how much water, there is data that will show the loss.

Wayne Hannaka asked the question about the current customers will have to pay.

Commissioner, Franklin White stated they are waiting for Raftelis rate to be done.

Chairman, Rocky Ford stated they will work with the customer to adjust the leak.

Stew Lilker asked if there was a meter at the plant.

Executive Director, Shannon Roberts stated yes there is.

Commissioner, Timothy Murphy stated that \$6.90 is for Fort White and \$.70 is for things like valve replacements.

Chairman, Rocky Ford stated the amount is up to the Board.

Executive Director, Shannon Roberts stated that Raftelis did not deliver percentage components.

Commissioner, Timothy Murphy stated that the administrative cost needs to be included and then put in escrow.

Commissioner, Franklin White asked what is the daily average use in Fort White is?

Executive Director, Shannon Roberts stated that on a average day it is 77,000 and on a high day it is around 153,000.

County Manager David Kraus stated that the NFWUA is doing it all in Fort White.

Chairman, Rocky Ford stated that we do have an interlocal agreement with Fort White.

Commissioner, Franklin White spoke about all the water supply and when the next meeting is in Fort White.

Chairman, Rocky Ford to provide the bulk rate to Fort White.

Executive Director stated he must figure the administrative.

Commissioner, Steven Dicks recommended moving it to \$8.00 a gallon.

County Manager, David Kraus stated we do not have the right to set the water rate.

Executive Director, Shannon Roberts stated that it is \$.40 different in the bulk rate. Chairman Rocky Ford asked that Executive Director, Shannon Roberts let Fort White know about the change in the bulk rate.

Commissioner, Steven Dicks stated to do the review and give Fort White something to look at.

MOTION by Commissioner, Steven Dicks to approve the bulk rate change of \$7.60 to \$8.00 per 1,000 a gallon. SECOND by Commissioner, Timothy Murphy. The motion was carried unanimously.

#### 10. FDEP Regulatory Compliance – Executive Manager, Shannon Roberts

Both counties have been operating water and wastewater treatment Facilities since 2020 or earlier.

Ellisville Wastewater Treatment Plant has received warning letters, administrative orders, and consent orders for DEP dating back to 2020.

CIP Wastewater Treatment Plant, CR-137 Wastewater Plant and the CR -136 Wastewater Treatment Plant have received warning letters from FDEP dating back to early 2025.

Supporting documentation shows the timing and frequency of the compliance notifications from FDEP.

Compliance issues noted in the FDEP letters/orders are serious, need sustained collaborative focus and will require additional funding and resources to fully resolve them.

NFWUA is seeking to facilitate teams from both counties and other resources to identify the root cause of issues, create potential solutions, review plans with FDEP and obtain consensus as to the best path forward for all parties.

See the attached FDEP compliance issues for each plant:

Chairman, Rocky Ford just learned of this issue with FDEP.

Executive Director, Shannon Roberts stated that this is not good news, both counties have issues.

Suwanee received 3 – 2 -water

1-sewer

Testing was done-but the reports were not done-delayed from a Hurricane.

DEP wants to know how many lead pipes are being used.

Executive Director, Shannon Roberts stated that no administration over utilities no one knew about the deadline or was talking to FDEP. Suwanee no management

Columbia County has management.

- . Communication
- . Notification
- . Administrative Order
- . Director
- . Board

Executive Director, Shannon Roberts spoke about issues that are repeated and who is looking at the bigger picture. Making plans to schedule steps and 100% in gauge to get in compliance. Identify the issue, go to FDEP take good steps and move forward.

Commissioner, Franklin White asked what is the cost and fix for Suwanee County? Executive Director, Shannon Roberts stated at this time we do not know. So far Suwanee County is just documentation and doing bi-weekly and monthly reports. Look at the testing results every month and take actions on results.

Chairman, Rocky Ford spoke about the nitrogen in Suwanee County the amount is lower, it was at 49, but is now at 12.

Chairman, Rocky Ford spoke about Ellisville have 3 huge truck stops and nitrogen is higher in those areas.

Chairman, Rocky Ford wants to know the cost for Train 1 to have a nitrogen infiltration added.

Columbia County Utilities Superintendent, Robert Domingue spoke about train 2 was put into operation in Sept. 2024 – SGS Contractor.

Executive Director, Shannon Roberts stated that the team Chadd Williams, Kevin Kirby and David Kraus meet every week. Built a new plant or do the membranes retrofit on Train 1 and Train 2. Executive Director, Shannon Roberts stated he did not have the cost. He should have a draft this Friday.

Commissioner, Timothy Murphy wanted to know if Suwannee County is doing the proper testing and who reviews it?

Executive Director, Shannon Roberts stated that the Utility Authority will do the review.

Chairman, Rocky Ford asked when the price will be back and a special meeting will need to be scheduled and to look at the price.

Commissioner, Timothy Murphy asked about the timeline and how we got to this point.

Assistant County Manager, Kevin Kirby answered that the new energy coming with the Busy Bee is going into Ellisville. Energy has shifted in both counties, \$4-5 million to band aid and bring into compliance or \$40 million for a new plant.

County Manager, David Kraus did apply for a Grant to build Train 3. The design is about 90% done.

Commissioner, Franklin White asked about the FDOT plant in Ellisville.

Commissioner, Timothy Murphy stated he did not remember Columbia County paying any fines. The focus is all over the place and we dropped the ball.

County Manager, David Kraus stated Columbia County has paid \$11,000.00 in fines and Suwannee County has not paid.

Chairman, Rocky Ford stated that we paid North Florida Master Service, we do not have the plan back.

County Manager, David Kraus we were constructing Train 3 or switching to a large plant. County Engineer, Chad Williams had the plan drew up.

Chairman, Rocky Ford stated with the Nitrogen issue we would have found money in the budget for the FDEP issues. There were 2-3 issues that never got addressed.

Executive Director, Shannon Roberts talked about the membrane and that both trains are in good shape and just get the membrane inserted. One of the problems is the fat, grease and oil.

Chairman, Rocky Ford stated that Alachua County is having the same issues with the restaurants turning in records about fat, oil and grease in the sewer systems.

Commissioner, Franklin White asked about how close Suwannee County is to not being in compliance.

Executive Director, Shannon Roberts stated very soon, especially not doing the renewal.

Columbia County Assistant Manager, Kevin Kirby stated we must fix the nitro problems. Columbia County will take over FDOT Sewer Plant this Thursday 12/12/2025 by the BOCC Board. FDOT is paying for the pipes to join the 2 plants.

Commissioner, Timothy Murphy stated to take FDOT out of the discussion.

Assistant County Manager, Kevin Kirby stated that FDOT can be pulled off the agenda.

Discussion ensued.

A motion was made to hold a meeting on January 5, 2026, to see what room is available. Address quickly if the retrofit will work for Columbia and Suwannee County.

Commissioner, Timothy Murphy stated that there is no funding for both counties. This is a big task as the utilities move forward. Look at getting independent Board members. Commissioner, Franklin White stated not to change the Board members yet. Attorney, Grady Williams stated the plant in White Springs should be under warranty. Executive Director, Shannon Roberts stated same fix as Ellisville FDEP should have a meeting online. January study has been done.

Director Comments: Executive Director, Shannon Roberts stated the RFP-maintenance plant monitoring all 6 plants is done- FDOT – bid is closed and well # 3 is closed.

Public Comments:

Citizen: Stew Lilker made a comment

Citizen: Moses Clepper made a comment.

Adjournment:

There being no further business, meeting was adjourned at 11:57A.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.

### CONSIDERATIONS:

- See attached documentation

### BUDGET IMPACT:

Budgeted items

### **RECOMMENDATION:**

Requesting approval of the payments for bills and vouchers during period from 10/21/2025 to 12/27/2025.

# Bill Payment List

## North Florida Water Utilities Authority

December 15-31, 2025

DATE	NUM	VENDOR	AMOUNT
<b>101.000 First Federal Checking</b>			
12/29/2025	5027	Muni Creative	-400.00
12/29/2025	5029	ADVANCED ENVIRONMENTAL LABORATORIES	-265.05
12/29/2025	5030	DATAINTEGRITY SERVICES	-202.58
12/29/2025	5031	ENTERPRISE FM TRUST	-10,900.70
12/29/2025	5032	EDMUNDS GOVTECH, INC	-5,500.00
12/29/2025	5033	HAWKINS, INC.	-4,666.23
12/29/2025	5034	G.W. HUNTER, INC.	-714.51
12/29/2025	5035	GRADY H WILLIAMS JR LLM	-6,250.00
12/29/2025	5040	POWELL CONSULTING	-121.00
12/29/2025	5041	Suwannee County Board of County Commissioners	-208.37
12/29/2025	5042	USABLUEBOOK	-754.91
12/29/2025	5043	EUROFINS ENVIRONMENTAL TESTING SOUTHEAST LLC	-1,598.00
12/29/2025	5044	POWELL CONSULTING	-4,000.00
12/29/2025	5036	TWO FOLD WATER ENGINEERING, INC.	-1,900.00
12/29/2025	5037	Kinetic Business by Windstream	-345.46
12/29/2025	5038	Suwannee Valley Electrical Cooperative	-3,613.63
12/29/2025	5039	JEL H2O	-7,915.10
12/29/2025	5045	RAFTELIS	-7,250.00
12/29/2025	5046	AMERICAN PIPE AND TANK, INC	-7,855.00
<b>Total for 101.000 First Federal Checking</b>			<b>-\$64,460.54</b>
12/29/2025	5028	AMERICAN PIPE AND TANK, INC	0.00
<b>Total for --</b>			<b>\$0.00</b>
<b>TOTAL</b>			<b>-\$64,460.54</b>

**Balance Sheet**  
**North Florida Water Utilities Authority**  
As of December 31, 2025

DISTRIBUTION ACCOUNT	TOTAL
<b>Assets</b>	
Current Assets	
Bank Accounts	
101.000 First Federal Checking	432,710.10
<b>Total for Bank Accounts</b>	<b>\$432,710.10</b>
Other Current Assets	
115.000 Accounts Receivable	78,055.86
116.000 Due from Columbia County	30,056.33
QuickBooks Tax Holding Account	1,222.39
<b>Total for Other Current Assets</b>	<b>\$109,334.58</b>
<b>Total for Current Assets</b>	<b>\$542,044.68</b>
<b>Total for Assets</b>	<b>\$542,044.68</b>
<b>Liabilities and Equity</b>	
Liabilities	
Current Liabilities	
Accounts Payable	
Accounts Payable (A/P)	8,960.00
<b>Total for Accounts Payable</b>	<b>\$8,960.00</b>
Other Current Liabilities	
220.000 Customer Deposits	24,460.00
Direct Deposit Payable	0.00
Payroll Liabilities	
FL Unemployment Tax	0.00
FRS Contribution	1,009.61
<b>Total for Payroll Liabilities</b>	<b>\$1,009.61</b>
<b>Total for Other Current Liabilities</b>	<b>\$25,469.61</b>
<b>Total for Current Liabilities</b>	<b>\$34,429.61</b>
<b>Total for Liabilities</b>	<b>\$34,429.61</b>
Equity	
276.000 Retained Earnings	197,995.37
Net Income	309,619.70
<b>Total for Equity</b>	<b>\$507,615.07</b>
<b>Total for Liabilities and Equity</b>	<b>\$542,044.68</b>

**Profit and Loss**  
**North Florida Water Utilities Authority**  
 October 1-December 31, 2025

DISTRIBUTION ACCOUNT	TOTAL
<b>Income</b>	
335.100 County Grant- Columbia County	130,162.09
335.110 Columbia County Grant- Repairs	100,000.00
335.200 County Grant- Suwannee County	130,162.09
335.210 Suwannee County Grant- Repairs	50,000.00
<b>343.300 Sales</b>	
343.330 Ellisville Water Sales	46,562.91
343.340 Fort White Water Sales	74,151.44
343.350 Mason City Water Sales	1,392.37
343.360 Ellisville Sewer Sales	10,305.84
343.370 I-75 Sewer Sales	6,825.46
<b>Total for 343.300 Sales</b>	<b>\$139,238.02</b>
361.000 Interest Earnings	11.86
<b>Total for Income</b>	<b>\$549,574.06</b>
<b>Gross Profit</b>	
	<b>\$549,574.06</b>
<b>Expenses</b>	
001 535.110 Plant Payroll- Unallocated	0.00
<b>001 Administration</b>	
533.121 Salaries	33,862.00
533.211 FICA Taxes	2,554.07
533.351 Contractual Services	74,186.49
533.4061 Legal Ads	621.74
533.4506 Fuel	1,486.86
533.451 Office Supplies	6,498.77
533.6061 Capital Outlay- Equipment	11,899.06
<b>Total for 001 Administration</b>	<b>\$131,108.99</b>
<b>002 Ellisville Water</b>	
533.122 Salaries	2,089.88
533.212 FICA Taxes	441.38
533.222 Retirement	807.68
533.232 Health and Life Insurance	412.96
533.312 Professional Services	13,183.81
533.342 Contractual Services	153.00
533.432 Utilities	833.56
533.522 Operating Supplies	1,675.56
533.562 Gas and Oil	238.17
<b>Total for 002 Ellisville Water</b>	<b>\$19,836.00</b>
<b>003 Fort White Water</b>	
533.123 Salaries	2,089.88

**Profit and Loss**  
**North Florida Water Utilities Authority**  
October 1-December 31, 2025

DISTRIBUTION ACCOUNT	TOTAL
533.213 FICA Taxes	441.38
533.224 533.224	403.84
533.229 Retirement Exp	403.84
533.233 Health and Life Insurance	412.96
533.313 Professional Services	2,701.00
533.343 Contractual Services	3,800.00
533.433 Utilities	4,951.03
533.463 Repairs and Maintenance	20.00
533.523 Operating Supplies	966.68
533.563 Gas and Oil	238.17
<b>Total for 003 Fort White Water</b>	<b>\$16,428.78</b>
004 Mason City Water	
533.124 Salaries	2,089.88
533.214 FICA Taxes	441.38
533.223 Retirement	807.68
533.234 Health and Life Insurance	412.96
533.344 Contractual Services	34.00
533.434 Utilities	101.47
<b>Total for 004 Mason City Water</b>	<b>\$3,887.37</b>
005 CIP Water	
533.125 Salaries	2,089.88
533.215 FICA Taxes	441.38
533.225 Retirement	807.68
533.235 Health and Life Insurance	412.96
533.315 Professional Services	4,551.56
533.336 Security Monitoring	404.97
533.415 Communications	172.73
533.435 Utilities	557.82
533.535 Chemicals	551.39
<b>Total for 005 CIP Water</b>	<b>\$9,990.37</b>
006 CR-137 Water	
533.126 Salaries	2,089.88
533.216 FICA Taxes	441.38
533.226 Retirement	807.68
533.236 Health and Life Insurance	206.48
533.316 Professional Services	6,659.58
533.416 Communications	85.56
533.436 Utilities	2,750.03
533.536 Chemicals	1,129.51
<b>Total for 006 CR-137 Water</b>	<b>\$14,170.10</b>

# Profit and Loss

## North Florida Water Utilities Authority

October 1-December 31, 2025

DISTRIBUTION ACCOUNT	TOTAL
007 Ellisville Sewer	
533.127 Salaries	2,089.88
533.217 FICA Taxes	441.38
533.227 Retirement	701.00
533.237 Health and Life Insurance	320.49
533.317 Professional Services	17,133.10
533.347 Contractual Services	7,885.54
533.437 Utilities	2,080.71
533.527 Operating Supplies	1,939.44
<b>Total for 007 Ellisville Sewer</b>	<b>\$32,591.54</b>
008 I-75 Sewer	
533.128 Salaries	2,091.26
533.218 FICA Taxes	441.38
533.228 Retirement Exp	807.68
533.238 Health and Life Insurance	220.69
533.318 Professional Services	5,068.56
533.438 Utilities	3,311.64
<b>Total for 008 I-75 Sewer</b>	<b>\$11,941.21</b>
<b>Total for Expenses</b>	<b>\$239,954.36</b>
<b>Net Operating Income</b>	<b>\$309,619.70</b>
<b>Net Other Income</b>	
<b>Net Income</b>	<b>\$309,619.70</b>

## Agenda Item #8 FDEP Grant Agreement #L0288

### OBJECTIVE:

Approval of FDEP grant agreement # L0288 for wastewater improvements in Ellisville

### CONSIDERATIONS:

- NFWUA received a legislative appropriation FY 25/2026 for \$1.9M for Ellisville wastewater improvements and project will be funded through FDEP
- The funding will be used to implement necessary wastewater improvements in Ellisville to support Columbia County's Busy Bee project.

(See attached documentation)

### BUDGET IMPACT:

Budgeted item

### RECOMMENDATION:

Request approval of FDEP grant agreement # L0288 for wastewater improvements in Ellisville

**STATE OF FLORIDA  
DEPARTMENT OF ENVIRONMENTAL PROTECTION  
Standard Grant Agreement**

This Agreement is entered into between the Parties named below, pursuant to section 215.971, Florida Statutes:

1. Project Title (Project): **North Florida Water Utilities Authority Ellisville Water System Improvement Project** Agreement Number: **L0288**

2. Parties **State of Florida Department of Environmental Protection,  
3900 Commonwealth Boulevard  
Tallahassee, Florida 32399-3000** (Department)

Grantee Name: **North Florida Water Utilities Authority** Entity Type: **Local Government**

Grantee Address: **P.O. Box 1529, Lake City, FL 32056-1529** FEID: **99-3931145** (Grantee)

3. Agreement Begin Date: **July 01, 2025** Date of Expiration: **June 30, 2028**

4. Project Number: **(If different from Agreement Number)** Project Location(s): **Lat/Long: (29.9984, -82.5994)**

Project Description: **The Grantee will upgrade a lift station and install approximately 2,000 linear feet of water main, approximately 1,500 linear feet of gravity main, and approximately 6,500 linear feet of force main south of Howell Road and along I-75 corridor.**

5. Total Amount of Funding:	Funding Source?	Award #s or Line-Item Appropriations:	Amount per Source(s):
<b>\$ 1,900,000.00</b>	<input checked="" type="checkbox"/> State <input type="checkbox"/> Federal	<b>LP, GAA LI 1555, FY 25-26, WPSPTF</b>	<b>\$ 1,900,000.00</b>
	<input type="checkbox"/> State <input type="checkbox"/> Federal		\$
	<input type="checkbox"/> State <input type="checkbox"/> Federal		\$
	<input type="checkbox"/> Grantee Match		\$
Total Amount of Funding + Grantee Match, if any:			<b>\$ 1,900,000.00</b>

6. Department's Grant Manager Name: **Patricia Gedeo** or successor  
Address: **Florida Dept. of Environmental Protection  
3900 Commonwealth Blvd., MS 3602  
Tallahassee, FL 32399-3000**  
Phone: **850-245-2938**  
Email: **Patricia.Gedeo@FloridaDEP.gov**

Grantee's Grant Manager Name: **Shannon Roberts** or successor  
Address: **North Florida Water Utilities Authority  
P.O. Box 1529  
Lake City, FL 32056**  
Phone: **386-590-0732**  
Email: **Director@nfwua.org**

7. The Parties agree to comply with the terms and conditions of the following attachments and exhibits which are hereby incorporated by reference:

<input checked="" type="checkbox"/> Attachment 1: Standard Terms and Conditions Applicable to All Grants Agreements
<input checked="" type="checkbox"/> Attachment 2: Special Terms and Conditions
<input checked="" type="checkbox"/> Attachment 3: Grant Work Plan
<input checked="" type="checkbox"/> Attachment 4: Public Records Requirements
<input checked="" type="checkbox"/> Attachment 5: Special Audit Requirements
<input type="checkbox"/> Attachment 6: Program-Specific Requirements
<input type="checkbox"/> Attachment 7: Grant Award Terms (Federal) *Copy available at <a href="https://facts.fldfs.com">https://facts.fldfs.com</a> , in accordance with section 215.985, F.S.
<input type="checkbox"/> Attachment 8: Federal Regulations and Terms (Federal)
<input type="checkbox"/> Additional Attachments (if necessary):
<input checked="" type="checkbox"/> Exhibit A: Progress Report Form
<input type="checkbox"/> Exhibit B: Property Reporting Form
<input checked="" type="checkbox"/> Exhibit C: Payment Request Summary Form
<input type="checkbox"/> Exhibit D: Quality Assurance Requirements
<input type="checkbox"/> Exhibit E: Advance Payment Terms and Interest Earned Memo
<input type="checkbox"/> Exhibit F: Common Carrier or Contracted Carrier Attestation Form PUR1808 (State)

<input type="checkbox"/> Exhibit H: Non-Profit Organization Compensation Form (State)	
<input type="checkbox"/> Exhibit I: Forced Labor Attestation Form	
<input checked="" type="checkbox"/> Additional Exhibits (if necessary): <b>Exhibit J: OSTDS/EHD Grants Data Collection Tool</b>	
8. The following information applies to Federal Grants only and is identified in accordance with 2 CFR 200.331 (a) (1):	
Federal Award Identification Number(s) (FAIN):	
Unique Entity Identifier (UEI):	
Federal Award Date to Department:	
Federal Award Project Description:	
Total Federal Funds Obligated by this Agreement:	
Federal Awarding Agency:	
Award R&D?	<input type="checkbox"/> Yes <input type="checkbox"/> N/A

**IN WITNESS WHEREOF, this Agreement shall be effective on the date indicated by the Agreement Begin Date unless another date is specified in the grant documents.**

**North Florida Water Utilities Authority**

**GRANTEE**

Grantee Name

By

*(Authorized Signature)*

Date Signed

**Rocky Ford, Chairman, Columbia County Board of County Commissioners**

Print Name and Title of Person Signing

**State of Florida Department of Environmental Protection**

**DEPARTMENT**

By

Secretary or Designee

Date Signed

**Angela Knecht, Director, Division of Water Restoration Assistance**

Print Name and Title of Person Signing

Additional signatures attached on separate page.

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DWRA Additional Signatures

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Patricia Gedeo, DEP Grant Manager

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David M. Taylor, DEP QC Reviewer

**STATE OF FLORIDA  
DEPARTMENT OF ENVIRONMENTAL PROTECTION  
STANDARD TERMS AND CONDITIONS  
APPLICABLE TO GRANT AGREEMENTS**

**ATTACHMENT 1**

**1. Entire Agreement.**

This Grant Agreement, including any Attachments and Exhibits referred to herein and/or attached hereto (Agreement), constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, whether written or oral, with respect to such subject matter. Any terms and conditions included on Grantee's forms or invoices shall be null and void.

**2. Grant Administration.**

- a. Order of Precedence. If there are conflicting provisions among the documents that make up the Agreement, the order of precedence for interpretation of the Agreement is as follows:
- i. Standard Grant Agreement
  - ii. Attachments other than Attachment 1, in numerical order as designated in the Standard Grant Agreement
  - iii. Attachment 1, Standard Terms and Conditions
  - iv. The Exhibits in the order designated in the Standard Grant Agreement
- b. All approvals, written or verbal, and other written communication among the parties, including all notices, shall be obtained by or sent to the parties' Grant Managers. All written communication shall be by electronic mail, U.S. Mail, a courier delivery service, or delivered in person. Notices shall be considered delivered when reflected by an electronic mail read receipt, a courier service delivery receipt, other mail service delivery receipt, or when receipt is acknowledged by recipient. If the notice is delivered in multiple ways, the notice will be considered delivered at the earliest delivery time.
- c. If a different Grant Manager is designated by either party after execution of this Agreement, notice of the name and contact information of the new Grant Manager will be submitted in writing to the other party and maintained in the respective parties' records. A change of Grant Manager does not require a formal amendment or change order to the Agreement.
- d. This Agreement may be amended, through a formal amendment or a change order, only by a written agreement between both parties. A formal amendment to this Agreement is required for changes which cause any of the following:
- (1) an increase or decrease in the Agreement funding amount;
  - (2) a change in Grantee's match requirements;
  - (3) a change in the expiration date of the Agreement;
  - (4) changes to the cumulative amount of funding transfers between approved budget categories, as defined in Attachment 3, Grant Work Plan, that exceeds or is expected to exceed twenty percent (20%) of the total budget as last approved by Department; and/or
  - (5) any changes to the terms and conditions of the Agreement other than the specific instances enumerated below when a change order may be used.
- A change order to this Agreement may be used when:
- (1) task timelines within the current authorized Agreement period change;
  - (2) the cumulative transfer of funds between approved budget categories, as defined in Attachment 3, Grant Work Plan, are less than twenty percent (20%) of the total budget as last approved by Department;
  - (3) changing the current funding source as stated in the Standard Grant Agreement; and/or
  - (4) fund transfers between budget categories for the purposes of meeting match requirements.
- This Agreement may be amended to provide for additional services if additional funding is made available by the Legislature.
- e. All days in this Agreement are calendar days unless otherwise specified.

**3. Agreement Duration.**

The term of the Agreement shall begin and end on the dates indicated in the Standard Grant Agreement, unless extended or terminated earlier in accordance with the applicable terms and conditions. The Grantee shall be eligible for reimbursement for work performed on or after the date of execution through the expiration date of this Agreement, unless otherwise specified in Attachment 2, Special Terms and Conditions. However, work performed prior to the

**Attachment 1**

execution of this Agreement may be reimbursable or used for match purposes if permitted by the Special Terms and Conditions.

#### **4. Deliverables.**

The Grantee agrees to render the services or other units of deliverables as set forth in Attachment 3, Grant Work Plan. The services or other units of deliverables shall be delivered in accordance with the schedule and at the pricing outlined in the Grant Work Plan. Deliverables may be comprised of activities that must be completed prior to Department making payment on that deliverable. The Grantee agrees to perform in accordance with the terms and conditions set forth in this Agreement and all attachments and exhibits incorporated by the Standard Grant Agreement.

#### **5. Performance Measures.**

The Grantee warrants that: (1) the services will be performed by qualified personnel; (2) the services will be of the kind and quality described in the Grant Work Plan; (3) the services will be performed in a professional and workmanlike manner in accordance with industry standards and practices; (4) the services shall not and do not knowingly infringe upon the intellectual property rights, or any other proprietary rights, of any third party; and (5) its employees, subcontractors, and/or subrecipients shall comply with any security and safety requirements and processes, if provided by Department, for work done at the Project Location(s). The Department reserves the right to investigate or inspect at any time to determine whether the services or qualifications offered by Grantee meet the Agreement requirements. Notwithstanding any provisions herein to the contrary, written acceptance of a particular deliverable does not foreclose Department's remedies in the event deficiencies in the deliverable cannot be readily measured at the time of delivery.

#### **6. Acceptance of Deliverables.**

- a. Acceptance Process. All deliverables must be received and accepted in writing by Department's Grant Manager before payment. The Grantee shall work diligently to correct all deficiencies in the deliverable that remain outstanding, within a reasonable time at Grantee's expense. If Department's Grant Manager does not accept the deliverables within 30 days of receipt, they will be deemed rejected.
- b. Rejection of Deliverables. The Department reserves the right to reject deliverables, as outlined in the Grant Work Plan, as incomplete, inadequate, or unacceptable due, in whole or in part, to Grantee's lack of satisfactory performance under the terms of this Agreement. The Grantee's efforts to correct the rejected deliverables will be at Grantee's sole expense. Failure to fulfill the applicable technical requirements or complete all tasks or activities in accordance with the Grant Work Plan will result in rejection of the deliverable and the associated invoice. Payment for the rejected deliverable will not be issued unless the rejected deliverable is made acceptable to Department in accordance with the Agreement requirements. The Department, at its option, may allow additional time within which Grantee may remedy the objections noted by Department. The Grantee's failure to make adequate or acceptable deliverables after a reasonable opportunity to do so shall constitute an event of default.

#### **7. Financial Consequences for Nonperformance.**

- a. Withholding Payment. In addition to the specific consequences explained in the Grant Work Plan and/or Special Terms and Conditions, the State of Florida (State) reserves the right to withhold payment when the Grantee has failed to perform/comply with provisions of this Agreement. None of the financial consequences for nonperformance in this Agreement as more fully described in the Grant Work Plan shall be considered penalties.
- b. Invoice reduction  
If Grantee does not meet a deadline for any deliverable, the Department will reduce the invoice by 1% for each day the deadline is missed, unless an extension is approved in writing by the Department.
- c. Corrective Action Plan. If Grantee fails to correct all the deficiencies in a rejected deliverable within the specified timeframe, Department may, in its sole discretion, request that a proposed Corrective Action Plan (CAP) be submitted by Grantee to Department. The Department requests that Grantee specify the outstanding deficiencies in the CAP. All CAPs must be able to be implemented and performed in no more than sixty (60) calendar days.
  - i. The Grantee shall submit a CAP within ten (10) days of the date of the written request from Department. The CAP shall be sent to the Department's Grant Manager for review and approval. Within ten (10) days of receipt of a CAP, Department shall notify Grantee in writing whether the CAP proposed has been accepted. If the CAP is not accepted, Grantee shall have ten (10) days from receipt of Department letter rejecting the proposal to submit a revised proposed CAP. Failure to obtain Department approval of a CAP as specified above may result in Department's termination of this Agreement for cause as authorized in this Agreement.

- ii. Upon Department's notice of acceptance of a proposed CAP, Grantee shall have ten (10) days to commence implementation of the accepted plan. Acceptance of the proposed CAP by Department does not relieve Grantee of any of its obligations under the Agreement. In the event the CAP fails to correct or eliminate performance deficiencies by Grantee, Department shall retain the right to require additional or further remedial steps, or to terminate this Agreement for failure to perform. No actions approved by Department or steps taken by Grantee shall preclude Department from subsequently asserting any deficiencies in performance. The Grantee shall continue to implement the CAP until all deficiencies are corrected. Reports on the progress of the CAP will be made to Department as requested by Department's Grant Manager.
- iii. Failure to respond to a Department request for a CAP or failure to correct a deficiency in the performance of the Agreement as specified by Department may result in termination of the Agreement.

**8. Payment.**

- a. Payment Process. Subject to the terms and conditions established by the Agreement, the pricing per deliverable established by the Grant Work Plan, and the billing procedures established by Department, Department agrees to pay Grantee for services rendered in accordance with section 215.422, Florida Statutes (F.S.).
- b. Taxes. The Department is exempted from payment of State sales, use taxes and Federal excise taxes. The Grantee, however, shall not be exempted from paying any taxes that it is subject to, including State sales and use taxes, or for payment by Grantee to suppliers for taxes on materials used to fulfill its contractual obligations with Department. The Grantee shall not use Department's exemption number in securing such materials. The Grantee shall be responsible and liable for the payment of all its FICA/Social Security and other taxes resulting from this Agreement.
- c. Maximum Amount of Agreement. The maximum amount of compensation under this Agreement, without an amendment, is described in the Standard Grant Agreement. Any additional funds necessary for the completion of this Project are the responsibility of Grantee.
- d. Reimbursement for Costs. The Grantee shall be paid on a cost reimbursement basis for all eligible Project costs upon the completion, submittal, and approval of each deliverable identified in the Grant Work Plan. Reimbursement shall be requested on Exhibit C, Payment Request Summary Form. To be eligible for reimbursement, costs must be in compliance with laws, rules, and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures, which can be accessed at the following web address: <https://www.myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/state-agencies/reference-guide-for-state-expenditures.pdf>.
- e. Rural Communities and Rural Areas of Opportunity. If Grantee is a county or municipality that qualifies as a "rural community" or "rural area of opportunity" (RAO) as defined in subsection 288.0656(2), F.S., such Grantee may request from the Department that all invoice payments under this Agreement be directed to the relevant county or municipality or to the RAO itself. The Department will agree to Grantee's request if:
  - i. Grantee demonstrates that it is a county or municipality that qualifies as a "rural community" or "rural area of opportunity" under subsection 288.0656(2), F.S.;
  - ii. Grantee demonstrates current financial hardship using one (1) or more of the "economic distress" factors defined in subsection 288.0656(2)(c), F.S.;
  - iii. Grantee's performance has been verified by the Department, which has determined that Grantee is eligible for invoice payments and that Grantee's performance has been completed in accordance with this Agreement's terms and conditions; and
  - iv. Applicable federal and state law(s), rule(s) and regulation(s) allow for such payments.

This subsection may not be construed to alter or limit any other applicable provisions of federal or state law, rule, or regulation. A current list of Florida's designated RAOs can be accessed at the following web address: <https://floridajobs.org/community-planning-and-development/rural-community-programs/rural-areas-of-opportunity>.
- f. Invoice Detail. All charges for services rendered or for reimbursement of expenses authorized by Department pursuant to the Grant Work Plan shall be submitted to Department in sufficient detail for a proper pre-audit and post-audit to be performed. The Grantee shall only invoice Department for deliverables that are completed in accordance with the Grant Work Plan.
- g. State Funds Documentation. Pursuant to section 216.1366, F.S., if Grantee meets the definition of a non-profit organization under section 215.97(2)(m), F.S., Grantee must provide the Department with documentation that indicates the amount of state funds:

**Attachment 1**

- i. Allocated to be used during the full term of the contract or agreement for remuneration to any member of the board of directors or an officer.
- ii. Allocated under each payment by the public agency to be used for remuneration of any member of the board of directors or an officer.

The documentation must indicate the amounts and recipients of the remuneration. Such information must be posted on the State's the contract tracking system and maintained pursuant to section 215.985, F.S., and must be posted on the Grantee's website, if Grantee maintains a website.

- h. Interim Payments. Interim payments may be made by Department, at its discretion, if the completion of deliverables to date have first been accepted in writing by Department's Grant Manager.
- i. Final Payment Request. A final payment request should be submitted to Department no later than sixty (60) days following the expiration date of the Agreement to ensure the availability of funds for payment. However, all work performed pursuant to the Grant Work Plan must be performed on or before the expiration date of the Agreement.
- j. Annual Appropriation Contingency. The State's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. This Agreement is not a commitment of future appropriations. Authorization for continuation and completion of work and any associated payments may be rescinded, with proper notice, at the discretion of Department if the Legislature reduces or eliminates appropriations.
- k. Interest Rates. All interest rates charged under the Agreement shall be calculated on the prevailing rate used by the State Board of Administration. To obtain the applicable interest rate, please refer to: <https://www.myfloridacfo.com/division/aa/local-governments/judgement-interest-rates>.
- l. Refund of Payments to the Department. Any balance of unobligated funds that have been advanced or paid must be refunded to Department. Any funds paid in excess of the amount to which Grantee or subgrantee is entitled under the terms of the Agreement must be refunded to Department. If this Agreement is funded with federal funds and the Department is required to refund the federal government, the Grantee shall refund the Department its share of those funds.

**9. Documentation Required for Cost Reimbursement Grant Agreements and Match.**

If Cost Reimbursement or Match is authorized in Attachment 2, Special Terms and Conditions, the following conditions apply. Supporting documentation must be provided to substantiate cost reimbursement or match requirements for the following budget categories:

- a. Salary/Wages. Grantee shall list personnel involved, position classification, direct salary rates, and hours spent on the Project in accordance with Attachment 3, Grant Work Plan in their documentation for reimbursement or match requirements.
- b. Overhead/Indirect/General and Administrative Costs. If Grantee is being reimbursed for or claiming match for multipliers, all multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by Grantee exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate.
- c. Contractual/Subaward Costs (Subcontractors/Subrecipients). Match or reimbursement requests for payments to subcontractors/subrecipients must be substantiated by copies of invoices with backup documentation identical to that required from Grantee. Subcontracts/subawards which involve payments for direct salaries shall clearly identify the personnel involved, salary rate per hour, and hours spent on the Project. All eligible multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by any subcontractor/subrecipient exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate. Nonconsumable and/or nonexpendable personal property or equipment costing \$5,000 or more purchased for the Project under a subcontract/subaward is subject to the requirements set forth in chapters 273 and/or 274, F.S., and Chapter 69I-72, Florida Administrative Code (F.A.C.) and/or Chapter 69I-73, F.A.C., as applicable. For grants funded with federal funds, nonconsumable and/or nonexpendable personal property or equipment costing \$10,000 or more purchased for the Project under a subcontract/subaward is subject to the requirements set forth in 2 CFR 200. The Grantee shall be responsible for maintaining appropriate property records for any subcontracts/subawards that include the purchase of equipment as part of the delivery of services. The Grantee shall comply with this requirement and ensure its subcontracts/subaward issued under this Agreement, if any, impose this requirement, in writing, on its subcontractors/subrecipients.

**Attachment 1**

- i. For fixed-price (vendor) subcontracts/subawards, the following provisions shall apply: The Grantee may award, on a competitive basis, fixed-price subcontracts/subawards to consultants/contractors in performing the work described in Attachment 3, Grant Work Plan. Invoices submitted to Department for fixed-price subcontracted/subawarded activities shall be supported with a copy of the subcontractor/subrecipient's invoice and a copy of the tabulation form for the competitive procurement process (e.g., Invitation to Bid, Request for Proposals, or other similar competitive procurement document) resulting in the fixed-price subcontract/subaward. The Grantee may request approval from Department to award a fixed-price subcontract/subaward resulting from procurement methods other than those identified above. In this instance, Grantee shall request the advance written approval from Department's Grant Manager of the fixed price negotiated by Grantee. The letter of request shall be supported by a detailed budget and Scope of Services to be performed by the subcontractor/subrecipient. Upon receipt of Department Grant Manager's approval of the fixed-price amount, Grantee may proceed in finalizing the fixed-price subcontract/subaward.
  - ii. If the procurement is subject to the Consultant's Competitive Negotiation Act under section 287.055, F.S., or the Brooks Act, Grantee must provide documentation clearly evidencing it has complied with the statutory or federal requirements.
- d. Travel. All requests for match or reimbursement of travel expenses shall be in accordance with section 112.061, F.S.
- e. Direct Purchase Equipment. For grants funded fully or in part with state funds, equipment is defined as capital outlay costing \$5,000 or more. For grants funded fully with federal funds, equipment is defined as capital outlay costing \$10,000 or more. Match or reimbursement for Grantee's direct purchase of equipment is subject to specific approval of Department and does not include any equipment purchased under the delivery of services to be completed by a subcontractor/subrecipient. Include copies of invoices or receipts to document purchases, and a properly completed Exhibit B, Property Reporting Form.
- f. Rental/Lease of Equipment. Match or reimbursement requests for rental/lease of equipment must include copies of invoices or receipts to document charges.
- g. Miscellaneous/Other Expenses. If miscellaneous or other expenses, such as materials, supplies, non-excluded phone expenses, reproduction, or mailing, are reimbursable or available for match or reimbursement under the terms of this Agreement, the documentation supporting these expenses must be itemized and include copies of receipts or invoices. Additionally, independent of Grantee's contract obligations to its subcontractor/subrecipient, Department shall not reimburse any of the following types of charges: cell phone usage; attorney's fees or court costs; civil or administrative penalties; or handling fees, such as set percent overages associated with purchasing supplies or equipment.
- h. Land Acquisition. Reimbursement for the costs associated with acquiring interest and/or rights to real property (including access rights through ingress/egress easements, leases, license agreements, or other site access agreements; and/or obtaining record title ownership of real property through purchase) must be supported by the following, as applicable: Copies of Property Appraisals, Environmental Site Assessments, Surveys and Legal Descriptions, Boundary Maps, Acreage Certification, Title Search Reports, Title Insurance, Closing Statements/Documents, Deeds, Leases, Easements, License Agreements, or other legal instrument documenting acquired property interest and/or rights. If land acquisition costs are used to meet match requirements, Grantee agrees that those funds shall not be used as match for any other Agreement supported by State or Federal funds.

**10. Status Reports.**

The Grantee shall submit status reports quarterly, unless otherwise specified in the Attachments, on Exhibit A, Progress Report Form, to Department's Grant Manager describing the work performed during the reporting period, problems encountered, problem resolutions, scheduled updates, and proposed work for the next reporting period. Quarterly status reports are due no later than twenty (20) days following the completion of the quarterly reporting period. For the purposes of this reporting requirement, the quarterly reporting periods end on March 31, June 30, September 30 and December 31. The Department will review the required reports submitted by Grantee within thirty (30) days.

**11. Retainage.**

The following provisions apply if Department withholds retainage under this Agreement:

- a. The Department reserves the right to establish the amount and application of retainage on the work performed under this Agreement up to the maximum percentage described in Attachment 2, Special Terms and Conditions. Retainage may be withheld from each payment to Grantee pending satisfactory completion of work and approval of all deliverables.

- b. If Grantee fails to perform the requested work or fails to perform the work in a satisfactory manner, Grantee shall forfeit its right to payment of the retainage associated with the work. Failure to perform includes, but is not limited to, failure to submit the required deliverables or failure to provide adequate documentation that the work was actually performed. The Department shall provide written notification to Grantee of the failure to perform that shall result in retainage forfeiture. If the Grantee does not correct the failure to perform within the timeframe stated in Department's notice, the retainage will be forfeited to Department.
- c. No retainage shall be released or paid for incomplete work while this Agreement is suspended.
- d. Except as otherwise provided above, Grantee shall be paid the retainage associated with the work, provided Grantee has completed the work and submits an invoice for retainage held in accordance with the invoicing procedures under this Agreement.

**12. Insurance.**

- a. Insurance Requirements for Subrecipients and/or Subcontractors. The Grantee shall require its subrecipients and/or subcontractors, if any, to maintain insurance coverage of such types and with such terms and limits as described in this Agreement. The Grantee shall require all its subrecipients and/or subcontractors, if any, to make compliance with the insurance requirements of this Agreement a condition of all contracts that are related to this Agreement. Subrecipients and/or subcontractors must provide proof of insurance upon request.
- b. Deductibles. The Department shall be exempt from, and in no way liable for, any sums of money representing a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Grantee providing such insurance.
- c. Proof of Insurance. Upon execution of this Agreement, Grantee shall provide Department documentation demonstrating the existence and amount for each type of applicable insurance coverage *prior to* performance of any work under this Agreement. Upon receipt of written request from Department, Grantee shall furnish Department with proof of applicable insurance coverage by standard form certificates of insurance, a self-insured authorization, or other certification of self-insurance.
- d. Duty to Maintain Coverage. In the event that any applicable coverage is cancelled by the insurer for any reason, or if Grantee cannot get adequate coverage, Grantee shall immediately notify Department of such cancellation and shall obtain adequate replacement coverage conforming to the requirements herein and provide proof of such replacement coverage within ten (10) days after the cancellation of coverage.
- e. Insurance Trust. If the Grantee's insurance is provided through an insurance trust, the Grantee shall instead add the Department of Environmental Protection, its employees, and officers as an additional covered party everywhere the Agreement requires them to be added as an additional insured.

**13. Termination.**

- a. Termination for Convenience. When it is in the State's best interest, Department may, at its sole discretion, terminate the Agreement in whole or in part by giving 30 days' written notice to Grantee. The Department shall notify Grantee of the termination for convenience with instructions as to the effective date of termination or the specific stage of work at which the Agreement is to be terminated. The Grantee must submit all invoices for work to be paid under this Agreement within thirty (30) days of the effective date of termination. The Department shall not pay any invoices received after thirty (30) days of the effective date of termination.
- b. Termination for Cause. The Department may terminate this Agreement if any of the events of default described in the Events of Default provisions below occur or in the event that Grantee fails to fulfill any of its other obligations under this Agreement. If, after termination, it is determined that Grantee was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of Department. The rights and remedies of Department in this clause are in addition to any other rights and remedies provided by law or under this Agreement.
- c. Grantee Obligations upon Notice of Termination. After receipt of a notice of termination or partial termination unless as otherwise directed by Department, Grantee shall not furnish any service or deliverable on the date, and to the extent specified, in the notice. However, Grantee shall continue work on any portion of the Agreement not terminated. If the Agreement is terminated before performance is completed, Grantee shall be paid only for that work satisfactorily performed for which costs can be substantiated. The Grantee shall not be entitled to recover any cancellation charges or lost profits.
- d. Continuation of Prepaid Services. If Department has paid for any services prior to the expiration, cancellation, or termination of the Agreement, Grantee shall continue to provide Department with those services for which it has already been paid or, at Department's discretion, Grantee shall provide a refund for services that have been paid for but not rendered.

- e. Transition of Services Upon Termination, Expiration, or Cancellation of the Agreement. If services provided under the Agreement are being transitioned to another provider(s), Grantee shall assist in the smooth transition of Agreement services to the subsequent provider(s). This requirement is at a minimum an affirmative obligation to cooperate with the new provider(s), however additional requirements may be outlined in the Grant Work Plan. The Grantee shall not perform any services after Agreement expiration or termination, except as necessary to complete the transition or continued portion of the Agreement, if any.

**14. Notice of Default.**

If Grantee defaults in the performance of any covenant or obligation contained in the Agreement, including, any of the events of default, Department shall provide notice to Grantee and an opportunity to cure that is reasonable under the circumstances. This notice shall state the nature of the failure to perform and provide a time certain for correcting the failure. The notice will also provide that, should the Grantee fail to perform within the time provided, Grantee will be found in default, and Department may terminate the Agreement effective as of the date of receipt of the default notice.

**15. Events of Default.**

Provided such failure is not the fault of Department or outside the reasonable control of Grantee, the following non-exclusive list of events, acts, or omissions, shall constitute events of default:

- a. The commitment of any material breach of this Agreement by Grantee, including failure to timely deliver a material deliverable, failure to perform the minimal level of services required for a deliverable, discontinuance of the performance of the work, failure to resume work that has been discontinued within a reasonable time after notice to do so, or abandonment of the Agreement;
- b. The commitment of any material misrepresentation or omission in any materials, or discovery by the Department of such, made by the Grantee in this Agreement or in its application for funding;
- c. Failure to submit any of the reports required by this Agreement or having submitted any report with incorrect, incomplete, or insufficient information;
- d. Failure to honor any term of the Agreement;
- e. Failure to abide by any statutory, regulatory, or licensing requirement, including an entry of an order revoking the certificate of authority granted to the Grantee by a state or other licensing authority;
- f. Failure to pay any and all entities, individuals, and furnishing labor or materials, or failure to make payment to any other entities as required by this Agreement;
- g. Employment of an unauthorized alien in the performance of the work, in violation of Section 274 (A) of the Immigration and Nationality Act;
- h. Failure to maintain the insurance required by this Agreement;
- i. One or more of the following circumstances, uncorrected for more than thirty (30) days unless, within the specified 30-day period, Grantee (including its receiver or trustee in bankruptcy) provides to Department adequate assurances, reasonably acceptable to Department, of its continuing ability and willingness to fulfill its obligations under the Agreement:
  - i. Entry of an order for relief under Title 11 of the United States Code;
  - ii. The making by Grantee of a general assignment for the benefit of creditors;
  - iii. The appointment of a general receiver or trustee in bankruptcy of Grantee's business or property; and/or
  - iv. An action by Grantee under any state insolvency or similar law for the purpose of its bankruptcy, reorganization, or liquidation.

**16. Suspension of Work.**

The Department may, in its sole discretion, suspend any or all activities under the Agreement, at any time, when it is in the best interest of the State to do so. The Department shall provide Grantee written notice outlining the particulars of suspension. Examples of reasons for suspension include, but are not limited to, budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, Grantee shall comply with the notice. Within 90 days, or any longer period agreed to by the parties, Department shall either: (1) issue a notice authorizing resumption of work, at which time activity shall resume; or (2) terminate the Agreement. If the Agreement is terminated after 30 days of suspension, the notice of suspension shall be deemed to satisfy the thirty (30) days' notice required for a notice of termination for convenience. Suspension of work shall not entitle Grantee to any additional compensation.

**17. Force Majeure.**

The Grantee shall not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of Grantee or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts

of public enemies, strikes, fires, floods, or other similar cause wholly beyond Grantee's control, or for any of the foregoing that affect subcontractors/subrecipients or suppliers if no alternate source of supply is available to Grantee. In case of any delay Grantee believes is excusable, Grantee shall notify Department in writing of the delay or potential delay and describe the cause of the delay either (1) within ten days after the cause that creates or will create the delay first arose, if Grantee could reasonably foresee that a delay could occur as a result; or (2) if delay is not reasonably foreseeable, within five days after the date Grantee first had reason to believe that a delay could result. **THE FOREGOING SHALL CONSTITUTE THE GRANTEE'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY.** Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages, other than for an extension of time, shall be asserted against Department. The Grantee shall not be entitled to an increase in the Agreement price or payment of any kind from Department for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist Grantee shall perform at no increased cost, unless Department determines, in its sole discretion, that the delay will significantly impair the value of the Agreement to Department, in which case Department may: (1) accept allocated performance or deliveries from Grantee, provided that Grantee grants preferential treatment to Department with respect to products subjected to allocation; (2) contract with other sources (without recourse to and by Grantee for the related costs and expenses) to replace all or part of the products or services that are the subject of the delay, which purchase may be deducted from the Agreement quantity; or (3) terminate Agreement in whole or in part.

**18. Indemnification.**

- a. The Grantee shall be fully liable for the actions of its agents, employees, partners, and subcontractors/subrecipients and shall fully indemnify, defend, and hold harmless Department and its officers, agents, and employees, from suits, actions, damages, and costs of every name and description arising from or relating to:
  - i. personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Grantee, its agents, employees, partners, and subcontractors/subrecipients; provided, however, that Grantee shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of Department;
  - ii. the Grantee's breach of this Agreement or the negligent acts or omissions of Grantee.
- b. The Grantee's obligations under the preceding paragraph with respect to any legal action are contingent upon Department giving Grantee: (1) written notice of any action or threatened action; (2) the opportunity to take over and settle or defend any such action at Grantee's sole expense; and (3) assistance in defending the action at Grantee's sole expense. The Grantee shall not be liable for any cost, expense, or compromise incurred or made by Department in any legal action without Grantee's prior written consent, which shall not be unreasonably withheld.
- c. Notwithstanding sections a. and b. above, the following is the sole indemnification provision that applies to Grantees that are governmental entities: Each party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of section 768.28, F.S. Further, nothing herein shall be construed as consent by a state agency or subdivision of the State to be sued by third parties in any matter arising out of any contract or this Agreement.
- d. No provision in this Agreement shall require Department to hold harmless or indemnify Grantee, insure or assume liability for Grantee's negligence, waive Department's sovereign immunity under the laws of Florida, or otherwise impose liability on Department for which it would not otherwise be responsible. Any provision, implication or suggestion to the contrary is null and void.

**19. Limitation of Liability.**

The Department's liability for any claim arising from this Agreement is limited to compensatory damages in an amount no greater than the sum of the unpaid balance of compensation due for goods or services rendered pursuant to and in compliance with the terms of the Agreement. Such liability is further limited to a cap of \$100,000.

**20. Remedies.**

Nothing in this Agreement shall be construed to make Grantee liable for force majeure events. Nothing in this Agreement, including financial consequences for nonperformance, shall limit Department's right to pursue its remedies for other types of damages under the Agreement, at law or in equity. The Department may, in addition to

other remedies available to it, at law or in equity and upon notice to Grantee, retain such monies from amounts due Grantee as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against it.

**21. Waiver.**

The delay or failure by Department to exercise or enforce any of its rights under this Agreement shall not constitute or be deemed a waiver of Department's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

**22. Statutory Notices Relating to Unauthorized Employment and Subcontracts/Subawards.**

- a. The Department shall consider the employment by any Grantee of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If Grantee/subcontractor/subrecipient knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement. The Grantee shall be responsible for including this provision in all subcontracts/subawards with private organizations issued as a result of this Agreement.
- b. Pursuant to sections 287.133, 287.134, and 287.137 F.S., the following restrictions apply to persons placed on the convicted vendor list, discriminatory vendor list, or the antitrust violator vendor list:
  - i. Public Entity Crime. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in section 287.017, F.S., for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.
  - ii. Discriminatory Vendors. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.
  - iii. Antitrust Violator Vendors. A person or an affiliate who has been placed on the antitrust violator vendor list following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply on any contract to provide any good or services to a public entity; may not submit a bid, proposal, or reply on any contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with a public entity; and may not transact new business with a public entity.
  - iv. Notification. The Grantee shall notify Department if it or any of its suppliers, subcontractors, or consultants have been placed on the convicted vendor list, the discriminatory vendor list, or antitrust violator vendor list during the life of the Agreement. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and the antitrust violator vendor list and posts the list on its website. Questions regarding the discriminatory vendor list or antitrust violator vendor list may be directed to the Florida Department of Management Services, Office of Supplier Development, at (850) 487-0915.

**23. Compliance with Federal, State and Local Laws.**

- a. The Grantee and all its agents shall comply with all federal, state and local regulations, including, but not limited to, nondiscrimination, wages, social security, workers' compensation, licenses, and registration requirements. The Grantee shall include this provision in all subcontracts/subawards issued as a result of this Agreement.
- b. The Grantee, its subrecipients, subcontractors and agents must also comply with the following civil rights laws and regulations:
  - i. Title VI of the Civil Rights Act of 1964 as amended (prohibiting discrimination in federally assisted programs on the basis of race, color, or national origin in the delivery of services or benefits);

- ii. Section 13 of the 1972 Amendment to the Federal Water Pollution Control Act (prohibiting discrimination on the basis of sex in the delivery of services or benefits under the Federal Water Pollution Control Act as amended);
  - iii. Section 504 of the Rehabilitation Act of 1973 (prohibiting discrimination in federally assisted programs on the basis of disability, both in employment and in the delivery of services and benefits);
  - iv. Age Discrimination Act of 1975 (prohibiting discrimination in federally assisted programs on the basis of age in the delivery of services or benefits);
  - v. 40 C.F.R. Part 7, (implementing Title VI of the Civil Rights Act of 1964, Section 13 of the 1972 Amendments to the Federal Water Pollution Control Act, and Section 504 of the Rehabilitation Act of 1973);
  - vi. Florida Civil Rights Act of 1992 (Title XLIV Chapter 760, Sections 760.01, 760.11 and 509.092, F.S.), including Part I, chapter 760, F.S. (prohibiting discrimination on the basis of race, color, religion, sex, pregnancy, national origin, age, handicap, or marital status).
- c. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.
- d. Any dispute concerning performance of the Agreement shall be processed as described herein. Jurisdiction for any damages arising under the terms of the Agreement will be in the courts of the State, and venue will be in the Second Judicial Circuit, in and for Leon County. Except as otherwise provided by law, the parties agree to be responsible for their own attorney fees incurred in connection with disputes arising under the terms of this Agreement.

**24. Build America, Buy America Act (BABA) - Infrastructure Projects with Federal Funding.**

**This provision does not apply to Agreements that are wholly funded by Coronavirus State and Local Fiscal Recovery Funds under the American Rescue Plan Act. Also, this provision does not apply where there is a valid waiver in place. However, the provision may apply to funds expended before the waiver or after expiration of the waiver.**

If applicable, Recipients or Subrecipients of an award of Federal financial assistance from a program for infrastructure are required to comply with the Build America, Buy America Act (BABA), including the following provisions:

- a. All iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
- b. All manufactured products used in the project are produced in the United States--this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and
- c. All construction materials are manufactured in the United States--this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

**25. Investing in America**

Grantees of an award for construction projects in whole or in part by the Bipartisan Infrastructure Law or the Inflation Reduction Act, including the following provision:

- a. Signage Requirements
  - a. Investing in America Emblem: The recipient will ensure that a sign is placed at construction sites supported in whole or in part by this award displaying the official Investing in America emblem and must identify the project as a “project funded by President Biden’s Bipartisan Infrastructure Law” or “project funded by President Biden’s Inflation Reduction Act” as applicable. The sign must be placed at construction sites in an easily visible location that can be directly linked to the work taking place and must be maintained in good condition throughout the construction period.

The recipient will ensure compliance with the guidelines and design specifications provided by EPA for using the official Investing in America emblem available at: <https://www.epa.gov/invest/investing-america-signage>.

b. Procuring Signs: Consistent with section 6002 of RCRA, 42 U.S.C. 6962, and 2 CFR 200.323, recipients are encouraged to use recycled or recovered materials when procuring signs. Signage costs are considered an allowable cost under this assistance agreement provided that the costs associated with signage are reasonable. Additionally, to increase public awareness of projects serving communities where English is not the predominant language, recipients are encouraged to translate the language on signs (excluding the official Investing in America emblem or EPA logo or seal) into the appropriate non-English language(s). The costs of such translation are allowable, provided the costs are reasonable.

**26. Scrutinized Companies.**

- a. Grantee certifies that it is not on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel. Pursuant to section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.
- b. If this Agreement is for more than one million dollars, the Grantee certifies that it is also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in section 287.135, F.S. Pursuant to section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.
- c. As provided in subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions, then they shall become inoperative.

**27. Lobbying and Integrity.**

The Grantee agrees that no funds received by it under this Agreement will be expended for the purpose of lobbying the Legislature or a State agency pursuant to section 216.347, F.S., except that pursuant to the requirements of section 287.058(6), F.S., during the term of any executed agreement between Grantee and the State, Grantee may lobby the executive or legislative branch concerning the scope of services, performance, term, or compensation regarding that agreement. The Grantee shall comply with sections 11.062 and 216.347, F.S.

**28. Record Keeping.**

The Grantee shall maintain books, records and documents directly pertinent to performance under this Agreement in accordance with United States generally accepted accounting principles (US GAAP) consistently applied. The Department, the State, or their authorized representatives shall have access to such records for audit purposes during the term of this Agreement and for five (5) years following the completion date or termination of the Agreement. In the event that any work is subcontracted or subawarded, Grantee shall similarly require each subcontractor/subrecipient to maintain and allow access to such records for audit purposes. Upon request of Department's Inspector General, or other authorized State official, Grantee shall provide any type of information the Inspector General deems relevant to Grantee's integrity or responsibility. Such information may include, but shall not be limited to, Grantee's business or financial records, documents, or files of any type or form that refer to or relate to Agreement. The Grantee shall retain such records for the longer of: (1) three years after the expiration of the Agreement; or (2) the period required by the General Records Schedules maintained by the Florida Department of State (available at: <http://dos.myflorida.com/library-archives/records-management/general-records-schedules/>).

**29. Audits.**

- a. Inspector General. The Grantee understands its duty, pursuant to section 20.055(5), F.S., to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing. The Grantee will comply with this duty and ensure that its subrecipients and/or subcontractors issued under this Agreement, if any, impose this requirement, in writing, on its subrecipients and/or subcontractors, respectively.
- b. Physical Access and Inspection. Department personnel shall be given access to and may observe and inspect work being performed under this Agreement, with reasonable notice and during normal business hours, including by any of the following methods:

- i. Grantee shall provide access to any location or facility on which Grantee is performing work, or storing or staging equipment, materials or documents;
  - ii. Grantee shall permit inspection of any facility, equipment, practices, or operations required in performance of any work pursuant to this Agreement; and,
  - iii. Grantee shall allow and facilitate sampling and monitoring of any substances, soils, materials or parameters at any location reasonable or necessary to assure compliance with any work or legal requirements pursuant to this Agreement.
- c. **Special Audit Requirements.** The Grantee shall comply with the applicable provisions contained in Attachment 5, Special Audit Requirements. Each amendment that authorizes a funding increase or decrease shall include an updated copy of Exhibit 1, to Attachment 5. If Department fails to provide an updated copy of Exhibit 1 to include in each amendment that authorizes a funding increase or decrease, Grantee shall request one from the Department's Grants Manager. The Grantee shall consider the type of financial assistance (federal and/or state) identified in Attachment 5, Exhibit 1 and determine whether the terms of Federal and/or Florida Single Audit Act Requirements may further apply to lower tier transactions that may be a result of this Agreement. For federal financial assistance, Grantee shall utilize the guidance provided under 2 CFR §200.331 for determining whether the relationship represents that of a subrecipient or vendor. For State financial assistance, Grantee shall utilize the form entitled "Checklist for Nonstate Organizations Recipient/Subrecipient vs Vendor Determination" (form number DFS-A2-NS) that can be found under the "Links/Forms" section appearing at the following website: <https://apps.fldfs.com/vsaa>.
- d. **Proof of Transactions.** In addition to documentation provided to support cost reimbursement as described herein, Department may periodically request additional proof of a transaction to evaluate the appropriateness of costs to the Agreement pursuant to State guidelines (including cost allocation guidelines) and federal, if applicable. Allowable costs and uniform administrative requirements for federal programs can be found under 2 CFR 200. The Department may also request a cost allocation plan in support of its multipliers (overhead, indirect, general administrative costs, and fringe benefits). The Grantee must provide the additional proof within thirty (30) days of such request.
- e. **No Commingling of Funds.** The accounting systems for all Grantees must ensure that these funds are not commingled with funds from other agencies. Funds from each agency must be accounted for separately. Grantees are prohibited from commingling funds on either a program-by-program or a project-by-project basis. Funds specifically budgeted and/or received for one project may not be used to support another project. Where a Grantee's, or subrecipient's, accounting system cannot comply with this requirement, Grantee, or subrecipient, shall establish a system to provide adequate fund accountability for each project it has been awarded.
  - i. If Department finds that these funds have been commingled, Department shall have the right to demand a refund, either in whole or in part, of the funds provided to Grantee under this Agreement for non-compliance with the material terms of this Agreement. The Grantee, upon such written notification from Department shall refund, and shall forthwith pay to Department, the amount of money demanded by Department. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the original payment(s) are received from Department by Grantee to the date repayment is made by Grantee to Department.
  - ii. In the event that the Grantee recovers costs, incurred under this Agreement and reimbursed by Department, from another source(s), Grantee shall reimburse Department for all recovered funds originally provided under this Agreement and interest shall be charged for those recovered costs as calculated on from the date(s) the payment(s) are recovered by Grantee to the date repayment is made to Department.
  - iii. Notwithstanding the requirements of this section, the above restrictions on commingling funds do not apply to agreements where payments are made purely on a cost reimbursement basis.

**30. Conflict of Interest.**

The Grantee covenants that it presently has no interest and shall not acquire any interest which would conflict in any manner or degree with the performance of services required.

**31. Independent Contractor.**

The Grantee is an independent contractor and is not an employee or agent of Department.

**32. Subcontracting/Subawards.**

- a. Unless otherwise specified in the Special Terms and Conditions, all services contracted for are to be performed solely by Grantee.

- b. The Department may, for cause, require the replacement of any Grantee employee, subcontractor/subrecipient, or agent. For cause, includes, but is not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with an applicable Department policy or other requirement.
- c. The Department may, for cause, deny access to Department's secure information or any facility by any Grantee employee, subcontractor/subrecipient, or agent.
- d. The Department's actions under paragraphs b. or c. shall not relieve Grantee of its obligation to perform all work in compliance with the Agreement. The Grantee shall be responsible for the payment of all monies due under any subcontract/subaward. The Department shall not be liable to any subcontractor/subrecipient for any expenses or liabilities incurred under any subcontract/subaward, and Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under any subcontract/subaward.
- e. The Department will not deny Grantee's employees, subcontractors/subrecipients, or agents access to meetings within the Department's facilities, unless the basis of Department's denial is safety or security considerations.
- f. A list of minority-owned firms that could be offered subcontracting opportunities may be obtained by contacting the Office of Supplier Development at (850) 487-0915.
- g. The Grantee shall not be liable for any excess costs for a failure to perform, if the failure to perform is caused by the default of a subcontractor/subrecipient at any tier, and if the cause of the default is completely beyond the control of both Grantee and the subcontractor(s)/subrecipient(s), and without the fault or negligence of either, unless the subcontracted/subawarded products or services were obtainable from other sources in sufficient time for Grantee to meet the required delivery schedule.

**33. Guarantee of Parent Company.**

If Grantee is a subsidiary of another corporation or other business entity, Grantee asserts that its parent company will guarantee all of the obligations of Grantee for purposes of fulfilling the obligations of Agreement. In the event Grantee is sold during the period the Agreement is in effect, Grantee agrees that it will be a requirement of sale that the new parent company guarantee all of the obligations of Grantee.

**34. Survival.**

The respective obligations of the parties, which by their nature would continue beyond the termination or expiration of this Agreement, including without limitation, the obligations regarding confidentiality, proprietary interests, and public records, shall survive termination, cancellation, or expiration of this Agreement.

**35. Third Parties.**

The Department shall not be deemed to assume any liability for the acts, failures to act or negligence of Grantee, its agents, servants, and employees, nor shall Grantee disclaim its own negligence to Department or any third party. This Agreement does not and is not intended to confer any rights or remedies upon any person other than the parties. If Department consents to a subcontract/subaward, Grantee will specifically disclose that this Agreement does not create any third-party rights. Further, no third parties shall rely upon any of the rights and obligations created under this Agreement.

**36. Severability.**

If a court of competent jurisdiction deems any term or condition herein void or unenforceable, the other provisions are severable to that void provision, and shall remain in full force and effect.

**37. Grantee's Employees, Subcontractors/Subrecipients and Agents.**

All Grantee employees, subcontractors/subrecipients, or agents performing work under the Agreement shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, Grantee shall furnish a copy of technical certification or other proof of qualification. All employees, subcontractors/subrecipients, or agents performing work under Agreement must comply with all security and administrative requirements of Department and shall comply with all controlling laws and regulations relevant to the services they are providing under the Agreement.

**38. Assignment.**

The Grantee shall not sell, assign, or transfer any of its rights, duties, or obligations under the Agreement, or under any purchase order issued pursuant to the Agreement, without the prior written consent of Department. In the event of any assignment, Grantee remains secondarily liable for performance of the Agreement, unless Department expressly waives such secondary liability. The Department may assign the Agreement with prior written notice to Grantee of its intent to do so.

**39. Compensation Report.**

If this Agreement is a sole-source, public-private agreement or if the Grantee, through this agreement with the State, annually receive 50% or more of their budget from the State or from a combination of State and Federal funds, the Grantee shall provide an annual report, including the most recent IRS Form 990, detailing the total compensation for

the entities' executive leadership teams. Total compensation shall include salary, bonuses, cashed-in leave, cash equivalents, severance pay, retirement benefits, deferred compensation, real-property gifts, and any other payout. The Grantee must also inform the Department of any changes in total executive compensation between the annual reports. All compensation reports must indicate what percent of compensation comes directly from the State or Federal allocations to the Grantee.

**40. Disclosure of Gifts from Foreign Sources.**

If the value of the grant under this Agreement is \$100,000 or more, Grantee shall disclose to Department any current or prior interest of, any contract with, or any grant or gift received from a foreign country of concern, as defined in section 286.101, F.S., if such interest, contract, or grant or gift has a value of \$50,000 or more and such interest existed at any time or such contract or grant or gift was received or in force at any time during the previous 5 years. Such disclosure shall include the name and mailing address of the disclosing entity, the amount of the contract or grant or gift or the value of the interest disclosed, the applicable foreign country of concern and, if applicable, the date of termination of the contract or interest, the date of receipt of the grant or gift, and the name of the agent or controlled entity that is the source or interest holder. If the disclosure requirement is applicable as described above, then within 1 year before applying for any grant, Grantee must also provide a copy of such disclosure to the Department of Financial Services.

**41. Food Commodities.**

To the extent authorized by federal law, the Department, its grantees, contractors and subcontractors/subrecipients shall give preference to food commodities grown or produced in this state when purchasing food commodities, including farm products as defined in section 823.14, F.S., of any class, variety, or use thereof in their natural state or as processed by a farm operation or processor for the purpose of marketing such product.

**42. Anti-human Trafficking.**

If the Grantee is a nongovernmental entity, the Grantee must provide the Department with an affidavit signed by an officer or a representative of the Grantee under penalty of perjury attesting that the Grantee does not use coercion for labor or services as defined in section 787.06, F.S.

**43. Iron and Steel for Public Works Projects.**

If this Agreement funds a "public works project" as defined in section 255.0993, F.S., or the purchase of materials to be used in a public works project, any iron or steel permanently incorporated in the Project must be "produced in the United States," as defined in section 255.0993, F.S. This requirement does not apply if the Department determines that any of the following circumstances apply to the Project:

- (1) iron or steel products produced in the United States are not produced in sufficient quantities, reasonably available, or of satisfactory quality;
- (2) the use of iron or steel products produced in the United States will increase the total cost of the project by more than twenty percent (20%); or
- (3) complying with this requirement is inconsistent with the public interest.

Further, this requirement does not prevent the Contractor's minimal use of foreign steel and iron materials if:

- (1) such materials are incidental or ancillary to the primary product and are not separately identified in the project specifications; and
- (2) the "cost" of such materials, as defined in section 255.0993, F.S., does not exceed one-tenth of one percent (1%) of the total Project Cost under this Agreement or \$2,500, whichever is greater.

Electrical components, equipment, systems, and appurtenances, including supports, covers, shielding, and other appurtenances related to an electrical system that are necessary for operation or concealment (excepting transmission and distribution poles) are not considered to be iron or steel products and are, therefore, exempt from the requirements of this paragraph.

This provision shall be applied in a manner consistent with and may not be construed to impair the state's obligations under any international agreement.

**44. Complete and Accurate information.**

Grantee represents and warrants that all statements and information provided to DEP are current, complete, and accurate. This includes all statements and information in this Grant, as well as its Attachments and Exhibits.

**45. Execution in Counterparts and Authority to Sign.**

This Agreement, any amendments, and/or change orders related to the Agreement, may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument. In accordance with the Electronic Signature Act of 1996, electronic signatures, including facsimile transmissions, may be used and shall have the same force and effect as a written signature. Each person signing this Agreement warrants that he or she is duly authorized to do so and to bind the respective party to the Agreement.

**Attachment 1**

**STATE OF FLORIDA  
DEPARTMENT OF ENVIRONMENTAL PROTECTION  
Special Terms and Conditions  
AGREEMENT NO. L0288**

**ATTACHMENT 2**

These Special Terms and Conditions shall be read together with general terms outlined in the Standard Terms and Conditions, Attachment 1. Where in conflict, these more specific terms shall apply.

**1. Scope of Work.**

The Project funded under this Agreement is North Florida Water Utilities Authority Ellisville Water System Improvement Project. The Project is defined in more detail in Attachment 3, Grant Work Plan.

**2. Duration.**

- a. Reimbursement Period. The reimbursement period for this Agreement is the same as the term of the Agreement.
- b. Extensions. There are extensions available for this Project.
- c. Service Periods. Additional service periods are not authorized under this Agreement.

**3. Payment Provisions.**

- a. Compensation. This is a cost reimbursement Agreement. The Grantee shall be compensated under this Agreement as described in Attachment 3.
- b. Invoicing. Invoicing will occur as indicated in Attachment 3.
- c. Advance Pay. Advance Pay is not authorized under this Agreement.

**4. Cost Eligible for Reimbursement or Matching Requirements.**

Reimbursement for costs or availability for costs to meet matching requirements shall be limited to the following budget categories, as defined in the Reference Guide for State Expenditures, as indicated:

<u>Reimbursement</u>	<u>Match</u>	<u>Category</u>
<input type="checkbox"/>	<input type="checkbox"/>	Salaries/Wages
		Overhead/Indirect/General and Administrative Costs:
<input type="checkbox"/>	<input type="checkbox"/>	a. Fringe Benefits, N/A.
<input type="checkbox"/>	<input type="checkbox"/>	b. Indirect Costs, N/A.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Contractual/Subaward (Subcontractors/Subrecipients)
<input type="checkbox"/>	<input type="checkbox"/>	Travel, in accordance with Section 112, F.S.
<input type="checkbox"/>	<input type="checkbox"/>	Equipment
<input type="checkbox"/>	<input type="checkbox"/>	Rental/Lease of Equipment
<input type="checkbox"/>	<input type="checkbox"/>	Miscellaneous/Other Expenses
<input type="checkbox"/>	<input type="checkbox"/>	Land Acquisition

**5. Equipment Purchase.**

No Equipment purchases shall be funded under this Agreement.

**6. Land Acquisition.**

There will be no Land Acquisitions funded under this Agreement.

**7. Match Requirements**

There is no match required on the part of the Grantee under this Agreement.

## **8. Insurance Requirements**

**Required Coverage.** At all times during the Agreement the Grantee, at its sole expense, shall maintain insurance coverage of such types and with such terms and limits described below. The limits of coverage under each policy maintained by the Grantee shall not be interpreted as limiting the Grantee's liability and obligations under the Agreement. All insurance policies shall be through insurers licensed and authorized to issue policies in Florida, or alternatively, Grantee may provide coverage through a self-insurance program established and operating under the laws of Florida. Additional insurance requirements for this Agreement may be required elsewhere in this Agreement, however the minimum insurance requirements applicable to this Agreement are:

- a. **Commercial General Liability Insurance.**  
The Grantee shall provide adequate commercial general liability insurance coverage and hold such liability insurance at all times during the Agreement. The Department, its employees, and officers shall be named as an additional insured on any general liability policies. The minimum limits shall be \$250,000 for each occurrence and \$500,000 policy aggregate.
- b. **Commercial Automobile Insurance.**  
If the Grantee's duties include the use of a commercial vehicle, the Grantee shall maintain automobile liability, bodily injury, and property damage coverage. Insuring clauses for both bodily injury and property damage shall provide coverage on an occurrence basis. The Department, its employees, and officers shall be named as an additional insured on any automobile insurance policy. The minimum limits shall be as follows:  
\$200,000/300,000                      Automobile Liability for Company-Owned Vehicles, if applicable  
\$200,000/300,000                      Hired and Non-owned Automobile Liability Coverage
- c. **Workers' Compensation and Employer's Liability Coverage.**  
The Grantee shall provide workers' compensation, in accordance with Chapter 440, F.S. and employer liability coverage with minimum limits of \$100,000 per accident, \$100,000 per person, and \$500,000 policy aggregate. Such policies shall cover all employees engaged in any work under the Grant.
- d. **Other Insurance.** None.

## **9. Quality Assurance Requirements.**

There are no special Quality Assurance requirements under this Agreement.

## **10. Retainage.**

No retainage is required under this Agreement.

## **11. Subcontracting/Subawards.**

The Grantee may subcontract/subaward work under this Agreement without the prior written consent of the Department's Grant Manager except for certain fixed-price subcontracts/subawards pursuant to this Agreement, which require prior approval. Regardless of any subcontract/subaward, the Grantee is ultimately responsible for all work to be performed under this Agreement. Upon request by the Department's Grant Manager, the Grantee will submit a copy of the executed subcontract.

## **12. State-owned Land.**

The work will not be performed on State-owned land.

## **13. Office of Policy and Budget Reporting.**

The Grantee will identify the expected return on investment for this project and provide this information to the Governor's Office of Policy and Budget (OPB) within three months of execution of this Agreement. For each full calendar quarter thereafter, the Grantee will provide quarterly update reports directly to OPB, no later than 20 days after the end of each quarter, documenting the positive return on investment to the state that results from the Grantee's project and its use of funds provided under this Agreement. Quarterly reports will continue until the Grantee is instructed by OPB that no further reports are needed, or until the end of this Agreement, whichever occurs first. All reports shall be submitted electronically to OPB at [env.roi@laspbs.state.fl.us](mailto:env.roi@laspbs.state.fl.us), and a copy shall also be submitted to the Department at [legislativeaffairs@floridaDEP.gov](mailto:legislativeaffairs@floridaDEP.gov).

## **14. Common Carrier.**

- a. Applicable to contracts/grants with a common carrier – firm/person/corporation that as a regular business transports people or commodities from place to place. If applicable, Contractor/Subrecipient must also fill out and return PUR 1808 before contract/subaward execution. If Contractor/Subrecipient is a common

carrier pursuant to section 908.111(1)(a), Florida Statutes, the Department will terminate this Agreement immediately if Contractor/Subrecipient is found to be in violation of the law or the attestation in PUR 1808.

- b. Applicable to solicitations for a common carrier – Before contract execution, the winning Contractor(s) must fill out and return PUR 1808, and attest that it is not willfully providing any service in furtherance of transporting a person into this state knowing that the person unlawfully present in the United States according to the terms of the federal Immigration and Nationality Act, 8 U.S.C. ss. 1101 et seq. The Department will terminate a contract immediately if Contractor is found to be in violation of the law or the attestation in PUR 1808.

**15. Financial Assistance and Payment of Invoices to Rural Communities or Rural Areas of Opportunity**

In the event that this Agreement facilitates the provision of federal or state financial assistance to a county or municipality classified as a rural community or rural area of opportunity, as defined in Section 288.0656(2), Department is authorized, in accordance with section 215.971, F.S., to process the payment of invoices to such county or municipality.

Such payments shall be made for verified and eligible performance that has been completed in accordance with the terms and conditions stipulated in this Agreement.

**16. Additional Terms.**

None.

### **ATTACHMENT 3 GRANT WORK PLAN**

**PROJECT TITLE:** North Florida Water Utilities Authority Ellisville Water System Improvement Project

**PROJECT LOCATION:** The Project will be located in the City of Lake City within Columbia County; Lat/Long (29.9984, -82.5994).

**PROJECT BACKGROUND:** The North Florida Water Utilities Authority (Grantee) requires the expansion of their current water distribution and wastewater system to support the large economic development of project at the Ellisville I-75 interchange (Exit #414) with US Hwy 41. This project will support engineering design and constructions of new water and wastewater distribution mains connecting to existing utility infrastructure to provide expanded capacity and grid reliability.

**PROJECT DESCRIPTION:** The Grantee will upgrade a lift station and install approximately 2,000 linear feet (LF) of water main, approximately 1,500 LF of gravity main, and approximately 6,500 LF of force main south of Howell Road and along I-75 corridor.

**TASKS:** All documentation should be submitted electronically unless otherwise indicated and should be submitted prior to the expiration of the grant agreement.

#### **Task 1: Preconstruction Activities**

**Deliverables:** The Grantee will complete the design of the North Florida Water Utilities Authority Ellisville Water System Improvement Project and obtain all necessary permits for construction of the project. Activities necessary for design, such as surveys, geotechnical evaluations, pre-design studies, and environmental assessments are eligible under this task.

**Documentation:** The Grantee will submit a signed summary of activities completed for the period of work covered in the payment request, including the percentage of design complete and permitting status, using the format provided by the Department's Grant Manager. Upon request by the Department's Grant Manager, the Grantee will provide additional supporting documentation relating to this task.

For the final documentation, the Grantee will also submit a copy of the design completed with the funding provided for this task, a list of all required permits identifying issue dates and issuing authorities, and copies of any surveys, assessments, or other documents funded under this task. Upon request by the Department's Grant Manager, the Grantee will provide additional supporting documentation relating to this task.

**Performance Standard:** The Department's Grant Manager will review the documentation to verify that the deliverables have been completed as described above. Upon review and written acceptance by the Department's Grant Manager, a payment request may be processed.

**Payment Request Schedule:** The Grantee may submit a payment request for cost reimbursement no more frequently than monthly.

#### **Task 2: Bidding and Contractor Selection**

**Deliverables:** The Grantee will prepare a bid package, publish a public notice, solicit bids, conduct pre-bid meetings, and respond to bid questions in accordance with the Grantee's procurement process, to select one or more qualified and licensed contractors to complete construction of the project.

**Documentation:** The Grantee will submit: 1) the public notice of advertisement for the bid; 2) the bid package; and 3) written notice of selected contractor(s).

**Performance Standard:** The Department's Grant Manager will review the documentation to verify that the deliverables have been completed as described above. Upon review and written acceptance by the Department's Grant Manager, a payment request may be processed.

**Payment Request Schedule:** The Grantee may submit a payment request for cost reimbursement following the conclusion of the task.

### **Task 3: Project Management**

**Deliverables:** The Grantee will perform project management related to the North Florida Water Utilities Authority Ellisville Water System Improvement Project, to include field engineering services, construction observation and inspections, site meetings with construction contractor(s) and design professionals, and overall construction coordination and supervision.

**Documentation:** The Grantee will submit a signed summary of activities completed for the period of work covered in the payment request, using the format provided by the Department's Grant Manager. Upon request by the Department's Grant Manager, the Grantee will provide additional supporting documentation relating to this task.

**Performance Standard:** The Department's Grant Manager will review the documentation to verify that the deliverables have been completed as described above. Upon review and written acceptance by the Department's Grant Manager, a payment request may be processed.

**Payment Request Schedule:** The Grantee may submit a payment request for cost reimbursement no more frequently than monthly.

### **Task 4: Construction**

**Deliverables:** The Grantee will construct the North Florida Water Utilities Authority Ellisville Water System Improvement Project in accordance with the final design. The Grantee will submit through the Department's GIS web-interface data collection tool, parcel-level data identifying collection system extensions; lift stations and other infrastructure associated with the grant; and both the parcels connected to sewer and the parcels where sewer has been made available for connection but not yet connected along with associated grant information.

**Documentation:** The Grantee will submit: 1) a signed summary of activities completed for the period of work covered in the payment request, using the format provided by the Department's Grant Manager. For the final documentation, the Grantee will also submit: 2) an email from the Department's GIS web-interface data collection tool, confirming that data for the project has been submitted. Upon request by the Department's Grant Manager, the Grantee will provide additional supporting documentation relating to this task.

**Performance Standard:** The Department's Grant Manager will review the documentation to verify that the deliverables have been completed as described above. Upon review and written acceptance by the Department's Grant Manager, a payment request may be processed.

**Payment Request Schedule:** The Grantee may submit a payment request for cost reimbursement no more frequently than monthly.

**DIRECT PAYMENT:** For those grant agreements for which direct payment is approved, the reference to “payment” in the Payment Request Schedules shall mean submittal of invoice(s), and the Grantee shall submit invoice documentation with each payment request. Proof of payment must be submitted prior to each subsequent payment request and no later than sixty (60) calendar days following the final payment request.

**PROJECT TIMELINE & BUDGET DETAIL:** The tasks must be completed by the corresponding task end date. Cost reimbursable grant funding must not exceed the budget amounts as indicated below.

<b>Task No.</b>	<b>Task Title</b>	<b>Budget Category</b>	<b>Grant Amount</b>	<b>Task Start Date</b>	<b>Task End Date</b>
1	Preconstruction Activities	Contractual Services	\$302,000	07/01/2025	12/31/2027
2	Bidding and Contractor Selection	Contractual Services	\$15,000	07/01/2025	12/31/2027
3	Project Management	Contractual Services	\$130,000	07/01/2025	12/31/2027
4	Construction	Contractual Services	\$1,453,000	07/01/2025	12/31/2027
Total:			\$1,900,000		

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**STATE OF FLORIDA  
DEPARTMENT OF ENVIRONMENTAL PROTECTION  
Public Records Requirements**

**Attachment 4**

**1. Public Records.**

- a. If the Agreement exceeds \$35,000.00, and if Grantee is acting on behalf of Department in its performance of services under the Agreement, Grantee must allow public access to all documents, papers, letters, or other material, regardless of the physical form, characteristics, or means of transmission, made or received by Grantee in conjunction with the Agreement (Public Records), unless the Public Records are exempt from section 24(a) of Article I of the Florida Constitution or section 119.07(1), F.S.
- b. The Department may unilaterally terminate the Agreement if Grantee refuses to allow public access to Public Records as required by law.

**2. Additional Public Records Duties of Section 119.0701, F.S., If Applicable.**

For the purposes of this paragraph, the term “contract” means the “Agreement.” If Grantee is a “contractor” as defined in section 119.0701(1)(a), F.S., the following provisions apply and the contractor shall:

- a. Keep and maintain Public Records required by Department to perform the service.
- b. Upon request, provide Department with a copy of requested Public Records or allow the Public Records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.
- c. A contractor who fails to provide the Public Records to Department within a reasonable time may be subject to penalties under section 119.10, F.S.
- d. Ensure that Public Records that are exempt or confidential and exempt from Public Records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the Public Records to Department.
- e. Upon completion of the contract, transfer, at no cost, to Department all Public Records in possession of the contractor or keep and maintain Public Records required by Department to perform the service. If the contractor transfers all Public Records to Department upon completion of the contract, the contractor shall destroy any duplicate Public Records that are exempt or confidential and exempt from Public Records disclosure requirements. If the contractor keeps and maintains Public Records upon completion of the contract, the contractor shall meet all applicable requirements for retaining Public Records. All Public Records stored electronically must be provided to Department, upon request from Department’s custodian of Public Records, in a format specified by Department as compatible with the information technology systems of Department. These formatting requirements are satisfied by using the data formats as authorized in the contract or Microsoft Word, Outlook, Adobe, or Excel, and any software formats the contractor is authorized to access.
- f. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, F.S., TO THE CONTRACTOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT THE DEPARTMENT’S CUSTODIAN OF PUBLIC RECORDS AT:**

**Telephone:** (850) 245-2118  
**Email:** [public.services@floridadep.gov](mailto:public.services@floridadep.gov)  
**Mailing Address:** Department of Environmental Protection  
ATTN: Office of Ombudsman and Public Services  
Public Records Request  
3900 Commonwealth Boulevard, MS 49  
Tallahassee, Florida 32399

**STATE OF FLORIDA  
DEPARTMENT OF ENVIRONMENTAL PROTECTION  
Special Audit Requirements  
(State and Federal Financial Assistance)**

**Attachment 5**

The administration of resources awarded by the Department of Environmental Protection (*which may be referred to as the "Department", "DEP", "FDEP" or "Grantor", or other name in the agreement*) to the recipient (*which may be referred to as the "Recipient", "Grantee" or other name in the agreement*) may be subject to audits and/or monitoring by the Department of Environmental Protection, as described in this attachment.

**MONITORING**

In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by DEP Department staff, limited scope audits as defined by 2 CFR 200.425, or other procedures. By entering into this Agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of Environmental Protection. In the event the Department of Environmental Protection determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

**AUDITS**

**PART I: FEDERALLY FUNDED**

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in 2 CFR §200.330

1. A recipient that expends \$1,000,000 or more in Federal awards in its fiscal year, must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F. EXHIBIT 1 to this Attachment indicates Federal funds awarded through the Department of Environmental Protection by this Agreement. In determining the federal awards expended in its fiscal year, the recipient shall consider all sources of federal awards, including federal resources received from the Department of Environmental Protection. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR 200.502-503. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 CFR Part 200.514 will meet the requirements of this part.
2. For the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR 200.508-512.
3. A recipient that expends less than \$1,000,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F-Audit Requirements. If the recipient expends less than \$1,000,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F-Audit Requirements, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from non-federal entities).
4. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at <https://sam.gov/content/assistance-listings>.

## **PART II: STATE FUNDED**

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(1)(n), Florida Statutes.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$750,000 in any fiscal year of such recipient (for fiscal years ending June 30, 2017, and thereafter), the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, F.S.; Rule Chapter 69I-5, F.A.C., State Financial Assistance; and the current Rules of the Auditor General. EXHIBIT 1 to this form lists the state financial assistance awarded through the Department of Environmental Protection by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Environmental Protection, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.
2. In connection with the audit requirements addressed in Part II, paragraph 1; the recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and the current Rules of the Auditor General.
3. If the recipient expends less than \$750,000 in state financial assistance in its fiscal year (for fiscal year ending June 30, 2017, and thereafter), an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than \$750,000 in state financial assistance in its fiscal year, and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).
4. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a recipient should access the Florida Single Audit Act website located at <https://apps.fldfs.com/fsaa> for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website at <http://www.leg.state.fl.us/Welcome/index.cfm>, State of Florida's website at <http://www.myflorida.com/>, Department of Financial Services' Website at <https://www.myfloridacfo.com/> and the Auditor General's Website at <http://www.myflorida.com/audgen/>.

## **PART III: OTHER AUDIT REQUIREMENTS**

*(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(8), Florida Statutes, State agencies may conduct or arrange for audits of State financial assistance that are in addition to audits conducted in accordance with Section 215.97, Florida Statutes. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)*

## **PART IV: REPORT SUBMISSION**

1. Copies of reporting packages for audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and required by PART I of this form shall be submitted, when required by 2 CFR 200.512, by or on behalf of the recipient directly to the Federal Audit Clearinghouse (FAC) as provided in 2 CFR 200.36 and 200.512
  - A. The Federal Audit Clearinghouse designated in 2 CFR §200.501(a) (the number of copies required by 2 CFR §200.501(a) should be submitted to the Federal Audit Clearinghouse), at the following address:

By Mail:

Federal Audit Clearinghouse  
Bureau of the Census  
1201 East 10th Street  
Jeffersonville, IN 47132

Submissions of the Single Audit reporting package for fiscal periods ending on or after January 1, 2008, must be submitted using the Federal Clearinghouse's Internet Data Entry System which can be found at <http://harvester.census.gov/facweb/>

2. Copies of financial reporting packages required by PART II of this Attachment shall be submitted by or on behalf of the recipient directly to each of the following:

- A. The Department of Environmental Protection at one of the following addresses:

By Mail:

**Audit Director**  
Florida Department of Environmental Protection  
Office of Inspector General, MS 40  
3900 Commonwealth Boulevard  
Tallahassee, Florida 32399-3000

Electronically:

[FDEPSingleAudit@dep.state.fl.us](mailto:FDEPSingleAudit@dep.state.fl.us)

- B. The Auditor General's Office at the following address:

Auditor General  
Local Government Audits/342  
Claude Pepper Building, Room 401  
111 West Madison Street  
Tallahassee, Florida 32399-1450

The Auditor General's website (<http://flauditor.gov/>) provides instructions for filing an electronic copy of a financial reporting package.

3. Copies of reports or management letters required by PART III of this Attachment shall be submitted by or on behalf of the recipient directly to the Department of Environmental Protection at one of the following addresses:

By Mail:

**Audit Director**  
Florida Department of Environmental Protection  
Office of Inspector General, MS 40  
3900 Commonwealth Boulevard  
Tallahassee, Florida 32399-3000

Electronically:

[FDEPSingleAudit@dep.state.fl.us](mailto:FDEPSingleAudit@dep.state.fl.us)

4. Any reports, management letters, or other information required to be submitted to the Department of Environmental Protection pursuant to this Agreement shall be submitted timely in accordance with 2 CFR 200.512, section 215.97, F.S., and the current Rules of the Auditor General, as applicable.
5. Recipients, when submitting financial reporting packages to the Department of Environmental Protection for audits done in accordance with 2 CFR 200, Subpart F-Audit Requirements, or the current Rules of the Auditor

#### Attachment 5

3 of 6

General, should indicate the date and time the reporting package was delivered to the recipient and any correspondence accompanying the reporting package.

#### **PART V: RECORD RETENTION**

The recipient shall retain sufficient records demonstrating its compliance with the terms of the award and this Agreement for a period of **five (5)** years from the date the audit report is issued, and shall allow the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General upon request for a period of **three (3)** years from the date the audit report is issued, unless extended in writing by the Department of Environmental Protection.

**EXHIBIT – 1**

FUNDS AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

*Note: If the resources awarded to the recipient represent more than one federal program, provide the same information shown below for each federal program and show total federal resources awarded*

<b>Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:</b>					
<b>Federal Program A</b>	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				\$	
<b>Federal Program B</b>	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				\$	

*Note: Of the resources awarded to the recipient represent more than one federal program, list applicable compliance requirements for each federal program in the same manner as shown below:*

<b>Federal Program A</b>	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.: (eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	
<b>Federal Program B</b>	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.: (eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	

Note: If the resources awarded to the recipient for matching represent more than one federal program, provide the same information shown below for each federal program and show total state resources awarded for matching.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Matching Resources for Federal Programs:					
Federal Program A	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category
Federal Program B	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category

Note: If the resources awarded to the recipient represent more than one state project, provide the same information shown below for each state project and show total state financial assistance awarded that is subject to section 215.97, F.S.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:						
State Program A	State Awarding Agency	State Fiscal Year <sup>1</sup>	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category
Original Agreement	Florida Department of Environmental Protection	2025-2026	37.039	Statewide Water Quality Restoration Projects - LI 1555	\$1,900,000	149950
State Program B	State Awarding Agency	State Fiscal Year <sup>2</sup>	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category

Total Award	\$1,900,000	
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Note: List applicable compliance requirement in the same manner as illustrated above for federal resources. For matching resources provided by the Department for DEP for federal programs, the requirements might be similar to the requirements for the applicable federal programs. Also, to the extent that different requirements pertain to different amount for the non-federal resources, there may be more than one grouping (i.e. 1, 2, 3, etc.) listed under this category.

For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [<https://sam.gov/content/assistance-listings>] and/or the Florida Catalog of State Financial Assistance (CSFA) [<https://apps.fldfs.com/fsaa/searchCatalog.aspx>], and State Projects Compliance Supplement (Part Four: State Projects Compliance Supplement [<https://apps.fldfs.com/fsaa/compliance.aspx>]). The services/purposes for which the funds are to be used are included in the Agreement's Grant Work Plan. Any match required by the Recipient is clearly indicated in the Agreement.

<sup>1</sup> Subject to change by Change Order.

<sup>2</sup> Subject to change by Change Order.

**STATE OF FLORIDA  
DEPARTMENT OF ENVIRONMENTAL PROTECTION**

**Exhibit A  
Progress Report Form**

The current **Exhibit A, Progress Report Form** for this grant can be found on the Department's website at this link:

<https://floridadep.gov/wra/wra/documents/progress-report-form>

Please use the most current form found on the website, linked above, for each progress report submitted for this project.

**STATE OF FLORIDA  
DEPARTMENT OF ENVIRONMENTAL PROTECTION**

**Exhibit C  
Payment Request Summary Form**

The **Payment Request Summary Form** for this grant can be found on our website at this link:

<https://floridadep.gov/wra/wra/documents/payment-request-summary-form>

Please use the most current form found on the website, linked above, for each payment request.

**STATE OF FLORIDA  
DEPARTMENT OF ENVIRONMENTAL PROTECTION**

**Exhibit J  
OSTDS/EHD Grants Data Collection Tool**

The current **OSTDS/EHD Grants Data Collection Tool** for this grant can be found on the Department's website at this link:

<https://experience.arcgis.com/experience/a68fffc3004f4c53b7de40ceda3842f8/>

This tool shall be used for grant agreements for construction of septic to sewer, septic upgrades, sewer extension, other sewer system improvements or for connection to central sewer to collect parcel-level data identifying collection system extensions; lift stations and other infrastructure associated. This requirement will be listed in the Deliverables section of the grant work plan if it is required.

The User Guide for this tool can be found here:

<https://experience.arcgis.com/experience/a68fffc3004f4c53b7de40ceda3842f8/page/User-Guide>

## Agenda Item #9 Ft. White Draft Term Sheet for NFWUA Services

### OBJECTIVE:

Discussion and possible action on the Ft. White draft term sheet for NFWUA services

### CONSIDERATIONS:

- Ft. White Town Council has been reviewing options to operate and maintain the Ft. White WTP and system on their own or to outsource the same
- Ft. White Town Council has encountered delays and difficulties in reaching decision regarding WTP and system operations
- A simple term sheet of proposed services from NFWUA may provide needed clarity that could potentially enable the Council to finalize a decision

(See attached document)

### BUDGET IMPACT:

N/A

### RECOMMENDATION:

N/A

TERM SHEET — INTERLOCAL AGREEMENT  
NORTH FLORIDA WATER UTILITIES AUTHORITY (“NFWUA”) AND TOWN OF FORT WHITE

**Parties** - North Florida Water Utilities Authority - Town of Fort White, Florida

Purpose - NFWUA to operate, maintain, and support Fort White’s municipal water utility/Public Water System (“PWS”).

**Term:** Five (5) years from Effective Date. Upon the Effective Date, this agreement supersedes the existing interlocal agreement between Fort White and Columbia County. -  
Condition Precedent: Effectiveness is conditioned on approvals by the Fort White Town Council and the Columbia County Board of County Commissioners terminating the existing interlocal agreement.

**Financial Terms** - Annual Payment by NFWUA to Fort White: \$25,000 per year, payable in equal quarterly installments within thirty (30) days after the end of each quarter; first installment due within thirty (30) days after the first full quarter following the Effective Date.  
- No other compensation terms unless mutually agreed in writing.

**Operations and Responsibilities**

NFWUA:

- 1) Operate and maintain the PWS at NFWUA’s cost; perform field services, including meter reading, service disconnections/reconnections, hydrant maintenance, meter and facility repairs, and emergency response.
- 2) Review PWS integrity and recommend rate adjustments when essential to viability; coordinate with Fort White’s governing body for any adjustments.
- 3) Cooperate with Fort White on funding opportunities (grants/loans) for maintenance, improvement, and potential expansion of the PWS and any related utility initiatives.

Fort White:

- 1) Provide reasonable access to PWS facilities, customer account information, meter-reading equipment/software, and updated customer location lists.
- 2) Continue billing and collections unless and until transferred to NFWUA by written amendment; coordinate on delinquency processes and execute liens as required by law.
- 3) Share available system records (e.g., GIS mapping, schematics, as-builts, manuals/warranties) and coordinate on planning/expansion and funding efforts.

### **Transition and Continuity**

Knowledge Transfer: Fort White to designate a representative with institutional knowledge to support transition for [transition period to be determined].

Emergency Response: NFWUA to respond expeditiously; parties to cooperate to restore service promptly.

## Agenda Item #10 Appointing New NFWUA Board Members

### OBJECTIVE:

Discussion and possible action on appointing new NFWUA board members

### CONSIDERATIONS:

- The interlocal agreement that formed NFWUA stipulates that member county boards appoint two (2) representatives to serve on the NFWUA Board
- NFWUA board members have consistently expressed the desire to utilize private citizens as board members to reduce the effects of politics
- The interlocal agreement that formed NFWUA does not describe a process to identify, recruit, screen and recommend potential new members to the County Boards

(See attached document)

### BUDGET IMPACT:

NA

### RECOMMENDATION:

N/A

# Appointing New NFWUA Board Members

## Clarifying Primary Objectives for Board Members

- Ensure reliable and safe water/sewer services
- Rate structure balancing between customer interests and cost of services
- Regulatory and environmental compliance with EPA and FDEP
- Oversee finances, infrastructure investment, and long-term planning
- Improve/enhance governance and credibility

## Create Clear Board Position Descriptions

Detail expectations, not just titles:

- Time commitment (meetings, committee work)
- Legal and ethical responsibilities
- Financial oversight responsibilities
- Expected competencies (e.g., utility operations/infrastructure, finance, legal/governance, strategic planning, asset management, engineering, environmental science or public health)

## Policies to Avoid Politicization

- Term Limits & Staggered Terms - prevents complete turnover with election cycles
- Skills Requirements in Bylaws/Formation Documentation - mandate minimum qualifications
- Recusal and Ethics Policies – for NFWUA operations and formation documents

## Selection Process

- Publicize application and opening(s) -advertisement and active recruiting through professional networks, associations and others
- Screen applications and recommend finalists
- Conduct structured interviews
- Require disclosure of conflicts of interest
- Present results to NFWUA Board
- Recommendation to County Board review and final acceptance decision

## Agenda Item #11 Mandatory Service Hooks Ups

### OBJECTIVE:

Discussion and possible action regarding mandatory service hook ups

### CONSIDERATIONS:

- The potential to utilize mandatory service hooks has been mentioned in previous board meeting but not discussed
- Supporting documentation provides high level concepts for mandatory hook ups
- Use of mandatory hookups has implications and tradeoffs that may require additional review in the form of a workshop to explore in greater detail

(See attached document)

### BUDGET IMPACT:

NA

### RECOMMENDATION:

N/A

# Mandatory Hook Up for Water/Sewer Service: Key Concepts

## Service availability

- Water or sewer service in close proximity to consumer
- Existing plans and funding to extend laterals or lift stations for connections
- Engineering resources to review connectivity requirements

## Readiness

- Current capacity of plants and systems to deliver service
- Expansion of distribution and collection lines can happen in short time frame

## Mandated Service Transition

- Dept of Health can mandate under following conditions:
  - Service availability and readiness from above have been established
  - Septic tank or well fails and must be replaced
  - New septic/well permit not issued and must connect to service
  - Property is sold and new owners must connect to service
  - Not an automatic process and requires proactive work from utility to monitor and manage
- County Ordinance can mandate under following conditions:
  - Service availability and readiness from above have been established
  - County Board establishes ordinance to require mandatory hook ups in service area
  - Affected residents and businesses have one year period to connect
  - Be prepared to address request for waivers

## Agenda Item #12 Asset Transfer Readiness/Prep

### OBJECTIVE:

Discussion and possible action regarding asset transfer readiness and preparation

### CONSIDERATIONS:

- Board members have expressed a desire to begin preparations for the transfer of County utility assets to NFWUA
- Supporting documentation provides high level steps for an engineering evaluation of the asset mix and a transaction closing check list
- The complexity of the process may require additional review in the form of a workshop to explore is greater detail

(See attached document)

### BUDGET IMPACT:

NA

### RECOMMENDATION:

N/A

# Asset Transfer Overview

## Engineering Analysis/Report

1. Transaction & Governance Scoping (Pre-Due Diligence)  
Objective: Define what is being acquired, under what authority, and with what constraints.
2. Assessment Activity: Asset Inventory & Verification  
Objective: Confirm what physically exists and its ownership status.
3. Assessment Activity: Asset Condition & Remaining Useful Life (RUL)  
Objective: Quantify physical condition and expected life of assets.
4. Assessment Activity: Capacity, Demand & Performance  
Objective: Determine whether the system can meet current and future needs.
5. Assessment Activity: FDEP Regulatory & Compliance  
Objective: Identify compliance risks and inherited enforcement exposure.
6. Assessment Activity: Collection & Distribution System  
Objective: Evaluate system integrity beyond the treatment plant.
7. Capital Improvement Needs (CIP Analysis)  
Objective: Quantify near-term and long-term capital obligations.
8. Financial & Asset Valuation  
Objective: Establish fair value and financial impact.
9. Operations, Staffing & Institutional Readiness  
Objective: Ensure the acquiring authority can operate the assets.
10. Risk, Resiliency & Insurance Review  
Objective: Identify systemic and catastrophic risks.
11. Final Synthesis & Board Decision Package  
Objective: Provide a defensible, decision-ready summary.

# Asset Transfer Overview

## Asset Transfer Closing Checklist

1. Deeds for Real Property sites
2. Bills of Sale for tangible personal property
3. Assignments of Plans, Specifications, Drawings, and Records
4. Assignments of Easements
5. Easement Indemnifications
6. Assignments of Developer Agreements
7. Indemnification and Hold Harmless Agreements
8. Negotiated Statement for Billed and Unbilled Revenue (discuss with Powell; may just be a reconciliation in NFWUA's case)
9. Title Insurance Commitments, Abstracts, or Opinions re Real Estate parcels (needs to evidence and confirm source of title and marketable title)
10. Affidavits of County as Transferor of Utility property
11. Supporting Resolutions of NFWUA and the member counties
12. Engineer's Reports and Certificates
13. Transfers of Permits
14. Transfers of Titles as applicable
15. Closing and Escrow Agreements if needed to supplement updated interlocal agreement
16. Closing Statement

Board Comments:

Attorney Comments:

Director Comments:

Adjournment: