# INTERLOCAL AGREEMENT FOR TRANSITION, MANAGEMENT AND OPERATION OF WATER AND WASTEWATER UTILITY ASSETS TO NORTH FLORIDA WATER UTILITIES AUTHORITY

This Agreement ("Agreement") is made and entered into this \_\_\_\_ day of \_\_\_\_, 2025, to be effective upon the signature of the last of the parties to this Agreement. The parties to this Agreement are (i) Columbia County, Florida, a political subdivision of the State of Florida ("Columbia"), (ii) Suwannee County, Florida, a political subdivision of the State of Florida ("Suwannee"), and (iii) North Florida Water Utilities Authority, an independent special district of the State of Florida ("NFWUA") created under General Law by Interlocal Agreement by and between Columbia and Suwannee dated effective April 18, 2024, forming NFWUA (the "NFWUA Interlocal Agreement"). Columbia or Suwannee may be referred to in the singular herein as "County" or in the plural as "Counties". Columbia, Suwannee, and NFWUA may be referred to herein as "parties" when referring to more than one of them, or as a "party" when referring to only one of them.

# **BACKGROUND**

- A. The parties wish for NFWUA to take over the responsibility and day-to-day operations and maintenance of the respective water and wastewater utility assets of Columbia and Suwannee commencing October 1, 2025, and continuing through the term of this Agreement, as was generally contemplated by the NFWUA Interlocal Agreement.
- B. The parties therefore have agreed in writing to the terms and provisions of the maintenance and operation of water and wastewater utility assets by NFWUA for FY 2025-2026, which begins on October 1, 2025, and ends on September 30, 2026.

# **CONSIDERATION**

FOR AND IN CONSIDERATION of the foregoing premises, for \$10.00 cash in hand paid by each party to the other parties, and for other good and valuable consideration, the receipt and legal sufficiency of which is hereby expressly acknowledged, the parties covenant and agree as follows:

# TERMS AND CONDITIONS

1. The foregoing BACKGROUND statements and identification of the parties are true and correct in all material respects and constitute a material part of this Agreement.

- 2. Attached hereto as Exhibit "A" are the identified water and wastewater assets of Columbia which shall be maintained and operated by NFWUA in accordance with applicable law, rules, and regulations, commencing October 1, 2025. Those utility assets may be referred to herein as the "Columbia Utility Assets."
- 3. Attached hereto as Exhibit "B" are the identified water and wastewater assets of Suwannee which shall be maintained and operated by NFWUA in accordance with applicable law, rules, and regulations, commencing October 1, 2025. Those utility assets may be referred to herein as the "Suwannee Utility Assets."
- 4. NFWUA shall be funded by (i) appropriations from each of Columbia and Suwannee based on a budget appropriation request for FY 2025-2026, which is attached hereto as Exhibit "C", as approved by the governing bodies of Columbia and Suwannee, respectively, (ii) revenue generated by the operation and maintenance of the Columbia Utility Assets and the Suwannee Utility Assets for FY 2025-2026, and (iii) any grants, loans, or appropriations to NFWUA re the Columbia Utility Assets, Suwannee Utility Assets, the Utilities Services, as defined below, or any other such awards made in the name of NFWUA. By written amendment to this Agreement, the annual budget appropriation request of NFWUA to each of the Counties for subsequent Fiscal Years during the term of this Agreement, and of any renewal thereof, shall be made a part of this Agreement.
- 5. Any shortfall in the operating cost of NFWUA shall be addressed by a request for additional budget appropriations to the governing bodies of Columbia and Suwannee.
- 6. NFWUA shall be responsible for the following services ("Utilities Services") in connection with NFWUA's operation and maintenance of the Columbia Utility Assets and the Suwannee Utility Assets:
  - a. Operate and maintain each permitted Wastewater Treatment Plant ("WWTP") and Water Treatment Plant (WTP") using a duly licensed plant operator for that plant facility, along with additional support utility workers and staff.
  - b. Operate and maintain the other assets and functions of the water and wastewater utilities.
  - c. Perform or cause to be performed environmental service to provide data and reports required by existing permits.
  - d. Meter reading, billing and customer services.
  - e. Administrative support services including finance, accounting, and information technology support.
- 7. NFWUA shall provide monthly information reports to Columbia and Suwannee identifying the financial operations of NFWUA, including the costs and revenues generated by the Utilities Services. In addition, after the termination of this Agreement, a final "true up" information report shall be provided to Columbia and Suwannee by NFWUA.

- 8. NFWUA shall apply in its own name and assume oversight and administration of all such water and/or wastewater utility grants, loans, and/or state appropriations issued, allocated or awarded in the name of NFWUA for water and wastewater system additions, expansions, and improvements within Columbia or Suwannee County, and each such grant, loan, and/or state appropriations shall be subject to inclusion in a separate Interlocal Agreement between NFWUA and the County or Counties affected. To the extent any such grant or loan shall be reimbursement based and specifically relates to Columbia Utility Assets or Suwannee Utility Assets, NFWUA shall request such County to advance, on an as-needed basis, such funds subject to reimbursement to that County. For projects that are not specific to either County or either County's utility assets, NFWUA may prorate such amounts for reimbursement request. request either or both counties to advance such funds on an as-needed basis, and do so with the understanding that the contributing county shall be reimbursed under the grant. Any water and/or wastewater utility grants, loans, and/or state appropriations issued, allocated or awarded in the name of Columbia or Suwannee shall be reviewed for possible acceptance for oversight and administration by NFWUA, with appropriate budgeting and funding to NFWUA for such services, from the affected County or Counties.
- 9. NFWUA shall be named as an additional insured on each of Suwannee and Columbia's property and casualty insurance coverage for the Suwannee Utility Assets and the Columbia Utility Assets, respectively. Each of Suwannee and Columbia shall retain the risk of loss in the same manner as would the owner of any other facility, equipment or property. NFWUA shall be responsible for obtaining its own liability insurance coverage.
- 10. NFWUA shall identify employees of Suwannee and Columbia to be transferred to NFWUA, subject to the consent of the employee, effective October 1, 2025. Otherwise, NFWUA shall utilize outside vendors to assist with its provision of Utilities Services under this Agreement. To the extent practicable, NFWUA shall maintain consistency in the Suwannee or Columbia employee's benefits packages such that if such employee is required to return to work for the county from which he or she was hired, the benefits would remain consistent.
- 11. Unless otherwise separately budgeted, appropriated by Columbia and Suwannee, and procured by NFWUA, neither Columbia nor Suwannee shall be obligated to provide supplemental equipment, vehicles, materials or other consumables necessary for NFWUA to operate and maintain the Columbia Utility Assets and the Suwannee Utility Assets. This paragraph shall not be construed to prohibit or otherwise limit either county from making additional contributions of capital, equipment, or manpower to NFWUA.
- 12. NFWUA shall not undertake any capital improvements to the Columbia Utility Assets without the written consent of Columbia. Columbia shall be separately liable and responsible for such capital improvement costs, unless otherwise appropriated by

Columbia to NFWUA, or the subject of third-party grant, loan, or state appropriation funding.

- 13. NFWUA shall not undertake any capital improvements to the Suwannee Utility Assets without the written consent of Suwannee. Suwannee shall be separately liable and responsible for such capital improvement costs, unless otherwise appropriated by Suwannee to NFWUA, or the subject of third-party grant, loan, or state appropriation funding.
- 14. In the event of an emergency, NFWUA shall take all steps reasonably necessary to address the emergency without obtaining prior approval from Columbia or Suwannee, as the case may be, and shall notify that affected party as soon as reasonably possible after addressing the emergency.
- 15. As soon as practical, NFWUA shall open accounts with any and all utilities, including but not limited to, electric, telephone, and garbage provider in its own name.
- 16. This Agreement is intended in part to provide for a smooth transition of the future ownership of the Columbia Utility Assets and the Suwannee Utility Assets from each of Columbia and Suwannee, respectively, to NFWUA. However, prior to such future legal transfer of ownership of utility assets, as ultimately contemplated by the NFWUA Interlocal Agreement, it is necessary and appropriate for NFWUA to operate and maintain the Columbia Utilities Assets and the Suwannee Utilities Assets, and to the greatest extent possible combine their operation and maintenance under a single public utility providing for water and wastewater utility services within NFWUA's geographic boundaries.
- 17. This Agreement shall have an initial term of October 1, 2025, through and including September 30, 2030. The term of this Agreement shall renew automatically on an annual basis each succeeding Fiscal Year (i.e., Oct. 1 through and including the following September 30), unless (i) prior to Oct. 1 of that Fiscal Year, Columbia or Suwannee has not appropriated funds for the continued operation of NFWUA for the proposes as contemplated under this Agreement or the NFWUA Interlocal Agreement, or (ii) NFWUA has acquired all of the Suwannee Utility Assets and the Columbia Utility Assets prior to such Oct. 1, in which case this Agreement shall terminate upon the date of closing on the transfer of such utility assets to NFWUA.
- 18. NFWUA shall continue Columbia and Suwannee's respective laboratory services existing agreements or shall enter into replacement agreements in its own name.
- 19. If required for operations by any regulatory agency other than Columbia or Suwannee, Columbia and Suwannee shall immediately transfer or take the steps necessary to transfer to NFWUA all permits which are now transferrable for maintenance and operations purposes related to the Utilities Services. Any such permits not now transferrable until a closing on the transfer of legal ownership of the Columbia Utility

Assets or Suwannee Utility Assets to NFWUA shall be deferred until closing on such transfer of ownership.

- 20. NFWUA shall obtain for itself or for its agents, officers, and employees, all required occupational licenses, as applicable.
- 21. To the extent possible, the parties will cooperate with each other to attempt to assign and transfer to NFWUA as many existing contracts Columbia or Suwannee presently have with third parties that apply to the Utilities Services.
- 22. Staff or other representatives of NFWUA, Columbia, and Suwannee should routinely meet to discuss the progress of transitioning the operation of the Columbia Utility Assets and/or the Suwannee Utility Assets to NFWUA. The parties shall use good faith efforts to meet the transition schedule of October 1, 2025, for operations and maintenance, and of any future established transition date for legal ownership transition to NFWUA.
- 23. Each party shall comply with all local, State and federal laws, codes, ordinances and regulations as the pertain to the Columbia Utility Assets, Suwannee Utility Assets, and the Utilities Services.
- 24. The following shall be utilized for purposes of giving notice under this Agreement, which may be amended by any party by giving notice of such change to the other parties:

To Columbia: County Manager, Columbia County, FL

135 NE Hernando Ave., Ste. 203

Lake City, FL 32055 Phone: 386-758-1005 Fax: 386-758-2182

Email: bccadmin@columbiacountyfla.com

With Copy: Joel Foreman, Columbia County Attorney

P.O. Box 550

Lake City, FL 32056-0550 Phone: 386-752-8420

Email: jforeman@columbiacountyfla.com

To Suwannee: County Administrator

224 Pine Av. SW, 2<sup>nd</sup> Floor

Live Oak, FL 32064 Phone: 386-364-3400

Email: GregS@SuwCountyFl.gov

With Copy: Adam L. Morrison, Suwannee County Attorney

108 West Howard Street

Live Oak, FL 32064 Phone: 386-208-1080 Fax: 386-208-1090

Email: adam.morrison@suwanneelawyers.com

To NFWUA: Executive Director, NFWUA

Shannon Roberts

135 NE Hernando Ave., Ste. 203

Lake City, FL 32055 Phone: 386-590-0732

Email: ShannonR@suwcountyfl.gov

With Copy: Grady Williams, NFWUA Attorney

1543 Kingsley Ave., Ste. 5 Orange Park, FL 32073 Phone: 904-264-8800 Fax: 904-264-0155

Email: grady@floridaelder.com

- 25. The parties shall continue to be bound by the NFWUA Interlocal Agreement, to the that this Agreement does not specifically supersede the general provisions of that prior agreement. Otherwise, this Agreement shall be the sole agreement between the parties concerning the specific subject matter expressly addressed in this Agreement.
- 26. This Agreement shall be filed with the Clerk of the Circuit Court for Suwannee County and with the Clerk of the Circuit Court for Columbia County, Florida, pursuant to section 163.01(11), Florida Statutes.

[Intentionally Left Blank; Signatures Begin Next Page]

IN WITNESS WHEREOF the Boards of County Commissioners of Columbia County and Suwannee County, Florida, and the Board of the North Florida Water Utilities Authority, have each entered into this Agreement and have caused it to be executed by their duly authorized officers.

# **COLUMBIA COUNTY, FLORIDA**

A political subdivision of the State of Florida
SIGNED:
Chairman of the Columbia County Board of County Commissioners
ATTEST:
Clerk for the Columbia County Board of County Commissioners
DATE:
SUWANNEE COUNTY, FLORIDA
A political subdivision of the State of Florida
SIGNED:
Chairman of the Suwannee County Board of County Commissioners
ATTEST:
Clerk for the Suwannee County Board of County Commissioners
DATE:
NORTH FLORIDA WATER UTILITIES AUTHORITY
An independent special district of the State of Florida
SIGNED:
Chairman of the North Florida Water Utilities Authority Board of Director
ATTEST:
Clerk or Recording Secretary for the North Florida Water Utilities Authori
DATE:

Exhibit "A"

Columbia Utility Assets

Service	County	Facility	O&M Services	Asset Transfer	
		Ellisville WTF	YES	YES	
Water	Columbia County	Mason City WTF	YES	YES	
		Ft. White WTF	YES*	NO**	
Sewer	Columbia County	Ellisville WWTF	YES	YES	
*O & M service contingent upon assignment of current services agreement between Columbia County and Town of Ft. White to NFWUA.					
Notes:  **Ft. White WTF is not owned by Columbia County and not subject to facility transfer of ownership without the approval of Ft. White town council.					

Exhibit "B"

Suwannee Utility Assets

Service	County	Facility	O&M Services	Asset Transfer
Water	Suwannee	SC CIP WTF	YES	YES
County	CR-137 WTF	YES	YES	
Sewer	Suwannee County	CR-136 WWTF	YES	YES

Exhibit "C"

FY 2025-2026 NFWUA Budget Appropriation Request of Columbia and Suwannee

CC1 ELLISVILLE WATER		
PERSONAL SERVICES		BUDGETED
405-3315-533.10-12	SALARIES	\$ 22,381
405-3315-533.10-21	FICA TAXES	\$ 1,662
405-3315-533.10-22	RETIREMENT	\$ 2,588
405-3315-533.10-23	HEALTH & LIFE INS WORKERS	\$ 4,543
405-3315-533.10-24	COMPENSATION	\$ 755
TOTAL		\$ 31,929
OPERATING EXPENDITURES		
405-3315-533.30-31	PROFESSIONAL SERVICES	\$ 60,000
405-3315-533.30-34	CONTRACTUAL SERVICES	\$ 24,000
405-3315-533.30-41	COMMUNICATIONS	\$ -
405-3315-533.30-43	UTILITIES	\$ 7,000
405-3315-533.30-46	REPAIR & MAINTENANCE	\$ 50,000
405-3315-533.30-49	OTHER CHARGES	\$ 1,000
405-3315-533.30-52	OPERATING SUPPLIES	\$ 25,000
405-3315-533.30-55	TRAINING	\$ 300
405-3315-533.30-56	GAS & OIL	\$ 5,000
405-3315-533.30-64	NON-CAPITAL EQUIPMENT	\$ 2,500
TOTAL		\$ 174,800
CAPITAL OUTLAY		
405-3315-533.60-64	EQUIPMENT PURCHASES	
GRAND TOTAL		\$ 206,729

#### **CC2 FT. WHITE WATER PERSONAL SERVICES BUDGETED** 405-3325-533.10-12 **SALARIES** \$ 22,381 405-3325-533.10-21 FICA TAXES \$ 1,662 405-3325-533.10-22 \$ RETIREMENT 2,588 405-3325-533.10-23 \$ **HEALTH & LIFE INS** 4,543 WORKERS 405-3325-533.10-24 COMPENSATION \$ 755 TOTAL \$ 31,929 **OPERATING EXPENDITURES** 405-3325-533.30-31 \$ PROFESSIONAL SERVICES 4,000 405-3325-533.30-34 CONTRACTUAL SERVICES \$ 30,000 405-3325-533.30-41 COMMUNICATIONS \$ 2,500 405-3325-533.30-43 UTILITIES \$ 10,000 405-3325-533.30-46 REPAIR & MAINTENANCE \$ 20,000 405-3325-533.30-49 OTHER CHARGES \$ 1,000 405-3325-533.30-52 **OPERATING SUPPLIES** \$ 25,000 405-3325-533.30-55 **TRAINING** \$ 300 405-3325-533.30-56 GAS & OIL 6000 405-3325-533.30-64 NON-CAPITAL EQUIPMENT 2500 TOTAL \$ 101,300 **CAPITAL OUTLAY** 405-3325-533.60-64 **EQUIPMENT PURCHASES GRAND TOTAL** \$ 133,229

CC3 MASON CITY WATER			
PERSONAL SERVICES		BU	DGETED
405-3335-533.10-12	SALARIES	\$	22,381
405-3335-533.10-21	FICA TAXES	\$	1,662
405-3335-533.10-22	RETIREMENT	\$	2,588
405-3335-533.10-23	HEALTH & LIFE INS WORKERS	\$	4,543
405-3335-533.10-24	COMPENSATION	\$	755
TOTAL		\$	31,929
<b>OPERATING EXPENDITURES</b>			
405-3335-533.30-31	PROFESSIONAL SERVICES	\$	-
405-3335-533.30-34	CONTRACTUAL SERVICES	\$	500
405-3335-533.30-41	COMMUNICATIONS	\$	-
405-3335-533.30-43	UTILITIES	\$	1,500
405-3335-533.30-46	REPAIR & MAINTENANCE	\$	2,500
405-3335-533.30-49	OTHER CHARGES	\$	-
405-3335-533.30-52	OPERATING SUPPLIES	\$	500
405-3335-533.30-55	TRAINING	\$	300
405-3335-533.30-56	GAS & OIL	\$	-
405-3335-533.30-64	NON-CAPITAL EQUIPMENT	\$	-
TOTAL		\$	5,300
CAPITAL OUTLAY			
405-3335-533.60-64	<b>EQUIPMENT PURCHASES</b>		
GRAND TOTAL		\$	37,229

# **SC1 CIP WATER**

PERSONAL SERVICES			BUDGETED
	CALADICO	٨	BUDGETED
405-3375-533.10-12	SALARIES	\$	22,381
405-3375-533.10-21	FICA TAXES	\$	1,662
405-3375-533.10-22	RETIREMENT	\$	2,588
405-3375-533.10-23	HEALTH & LIFE INS WORKERS	\$	4,543
405-3375-533.10-24	COMPENSATION	\$	755
TOTAL		\$	31,929
OPERATING EXPENDITURES			
404-4400-533-3100	PROFESSIONAL SERVICES	\$	6,918
404-4400-533-3100-01	DEP FEES	\$	103
404-4400-533-3100-50	COMPUTER SOFTWARE	\$	736
404-4400-533-3100-51	SECURITY MONITORING	\$	7,009
404-4400-533-4000	TRAVEL & PER DIEM	\$	368
404-4400-533-4100	COMMUNICATIONS	\$	868
404-4400-533-4300	UTILITY SERVICES	\$	5,464
404-4400-533-4500	INSURANCE AND BONDS	\$	-
404-4400-533-4600	SITE MAINTENANCE	\$	484
404-4400-533-4600-01	REPAIR & MAINTENANCE	\$	38,330
404-4400-533-4600-02	GROUNDSKEEPING	\$	-
404-4400-533-5200	OPERATING SUPPLIES	\$	4,472
404-4400-533-5200-01	CHEMICALS	\$	1,131
404-4400-533-5200-02	BANK CHARGES	\$	58
404-4400-533-5200-03	PROPANE	\$	599
404-4400-533-5200-83	DIESEL FUEL	\$	-
404-4400-533-6400	MACHINERY & EQUIPMENT	\$	2,000
404-4400-533-9900	CONTINGENCY	\$	-
TOTAL		\$	68,539
GRAND TOTAL		\$	100,468

#### SC2 CR-137 WATER

SC2 CR-13/ WATER			
PERSONAL SERVICES		В	UDGETED
405-3395-533.10-12	SALARIES	\$	22,381
405-3395-533.10-21	FICA TAXES	\$	1,662
405-3395-533.10-22	RETIREMENT	\$	2,588
405-3395-533.10-23	HEALTH & LIFE INS WORKERS	\$	4,543
405-3395-533.10-24	COMPENSATION	\$	755
TOTAL		\$	31,929
OPERATING EXPENDITURES			
404-4400-533-3100	PROFESSIONAL SERVICES	\$	16,953
404-4400-533-3100-01	DEP FEES	\$	103
404-4400-533-3100-50	COMPUTER SOFTWARE	\$	736
404-4400-533-3100-51	SECURITY MONITORING	\$	-
404-4400-533-4000	TRAVEL & PER DIEM	\$	368
404-4400-533-4100	COMMUNICATIONS	\$	-
404-4400-533-4300	UTILITY SERVICES	\$	4,280
404-4400-533-4500	INSURANCE AND BONDS	\$	7,828
404-4400-533-4600	SITE MAINTENANCE	\$	-
404-4400-533-4600-01	REPAIR & MAINTENANCE	\$	38,330
404-4400-533-4600-02	GROUNDSKEEPING	\$	-
404-4400-533-5200	OPERATING SUPPLIES	\$	17,227
404-4400-533-5200-01	CHEMICALS	\$	1,156
404-4400-533-5200-02	BANK CHARGES	\$	58
404-4400-533-5200-03	PROPANE	\$	3,092
404-4400-533-5200-83	DIESEL FUEL	\$	•
404-4400-533-6400	MACHINERY & EQUIPMENT	\$	1,000
404-4400-533-9900	CONTINGENCY	\$	-
TOTAL		\$	91,132
GRAND TOTAL		\$	123,061

CC20 ELLISVILLE SEWER			
PERSONAL SERVICES		В	UDGETED
405-3315-533.10-12	SALARIES	\$	22,381
405-3315-533.10-21	FICA TAXES	\$	1,662
405-3315-533.10-22	RETIREMENT	\$	2,588
405-3315-533.10-23	HEALTH & LIFE INS WORKERS	\$	4,543
405-3315-533.10-24	COMPENSATION	\$	755
TOTAL		\$	31,929
OPERATING EXPENDITURES			
405-3315-533.30-31	PROFESSIONAL SERVICES	\$	144,000
405-3315-533.30-34	CONTRACTUAL SERVICES	\$	50,000
405-3315-533.30-41	COMMUNICATIONS	\$	-
405-3315-533.30-43	UTILITIES	\$	25,000
405-3315-533.30-46	REPAIR & MAINTENANCE	\$	50,000
405-3315-533.30-49	OTHER CHARGES	\$	-
405-3315-533.30-52	OPERATING SUPPLIES	\$	40,000
405-3315-533.30-55	TRAINING	\$	300
405-3315-533.30-56	GAS & OIL	\$	-
405-3315-533.30-64	NON-CAPITAL EQUIPMENT	\$	-
TOTAL		\$	309,300
CAPITAL OUTLAY			
405-3315-533.60-64	EQUIPMENT PURCHASES	\$	-
TOTAL			
	Grand Total	\$	341,229

# **SC20 I-75 SEWER**

PERSONAL SERVICES		ļ	BUDGETED
405-3515-533.10-12	SALARIES	\$	22,381
405-3515-533.10-21	FICA TAXES	\$	1,662
405-3515-533.10-22	RETIREMENT	\$	2,588
405-3515-533.10-23	HEALTH & LIFE INS	\$	4,543
405-3515-533.10-24	WORKERS COMPENSATION	\$	<b>75</b> 5
TOTAL		\$	31,929
OPERATING EXPENDITURES			
404-4402-533-3100	PROFESSIONAL SERVICES	\$	16,388
404-4402-533-3100-50	COMPUTER SOFTWARE AND MTC	\$	736
404-4402-533-4000	TRAVEL & PER DIEM	\$	368
404-4402-533-4100	COMMUNICATIONS	\$	88
404-4402-533-4300	UTILITY SERVICES	\$	23,977
404-4402-533-4600-01	REPAIR & MAINTENANCE	\$	13,025
404-4402-533-5200	OPERATING SUPPLIES	\$	11,741
404-4402-533-5200-01	CHEMICALS	\$	618
404-4402-533-5200-02	BANK CHARGES	\$	43
404-4402-533-5200-83	PROPANE	\$	6,599
404-4403-533-5200-02	BANK CHARGES	\$	14
		\$	73,598

Grand Total \$ 105,526